

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559



## Agenda - Final

**Wednesday, May 21, 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

2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 864 1754 4351 If asked for the participant ID or code, press #.

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](mailto:info@nvta.ca.gov) to request a copy of the agenda.

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

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

Members of the public may comment on matters within the subject matter of the Board's jurisdiction, that are not on the meeting agenda during the general Public Comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

Members of the public may submit a public comment in writing by emailing [info@nvta.ca.gov](mailto:info@nvta.ca.gov) by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to [info@nvta.ca.gov](mailto:info@nvta.ca.gov) after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

1. To comment while attending via Zoom, click the "Raise Your Hand" button (click on the "Participants" tab) to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions for how to "Raise Your Hand" are available at <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

2. To comment by phone, press "\*9" to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself by pressing "\*6" when it is your turn to make your comment, for up to 3 minutes. After the allotted time, you will be re-muted.

The methods of observing, listening, or providing public comment to the meeting may be altered due to technical difficulties or the meeting may be cancelled, if needed.

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

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

Americans with Disabilities Act (ADA): This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Laura Sanderlin, NVTa Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

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

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. Board Member Remote Participation
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Executive Director's Update
8. Caltrans' Update

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

## **9. CONSENT AGENDA ITEMS**

### **9.1 Meeting Minutes of April 14, 2025 (Laura Sanderlin) (Pages 10-11)**

**Recommendation:** Board action will approve the minutes of the April 14th special meeting.

**Estimated Time:** 1:30 p.m.

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

### **9.2 Meeting Minutes of April 16, 2025 at 11:00am (Laura Sanderlin) (Pages 12-14)**

**Recommendation:** Board action will approve the minutes of the April 16th special meeting.

**Estimated Time:** 1:30 p.m.

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

**9.3 Meeting Minutes of April 16, 2025 at 3:00pm (Laura Sanderlin)**  
**(Pages 15-16)**

**Recommendation:** Board action will approve the minutes of the April 16th special meeting.

**Estimated Time:** 1:30 p.m.

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

**9.4 Purchase Order 25-P5060 with Via Transportation Inc, doing business as (dba) Remix Technologies, LLC (Rebecca Schenck)**  
**(Pages 17-36)**

**Recommendation:** That the Napa Valley Transportation Authority (NVRTA) Board approve Purchase Order 25-P5060 with Remix Technologies, LLC for transit planning and scheduling software services for three (3) years until June 30, 2028 in an amount not to exceed \$215,433.

**Estimated Time:** 1:30 p.m.

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

**9.5 Napa Valley Transportation Authority (NVRTA) Measure U**  
**Five-Year Project list (Addrell Coleman) (Pages 37-42)**

**Recommendation:** That the Napa Valley Transportation Authority (NVRTA) Board review and approve Resolution No. 25-05 NVRTA's Measure U Five-Year Project List highlighting projects for Fiscal Years 2025-26 through 2029-30.

**Estimated Time:** 1:30 p.m.

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

**9.6 Updates to Policies, Practices, and Procedures Manual: Transit Policy (Libby Payan) (Pages 43-90)**

**Recommendation:** That the Napa Valley Transportation Authority (NVRTA) Board approve the revised Transit Policy manual.

**Estimated Time:** 1:30 p.m.

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



**9.7 Construction Management Services Agreement with Kleinfelder for the Redwood Park and Ride Improvement Project (Grant Bailey) (Pages 91-104)**

**Recommendation:** That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director to execute and make minor modifications to Project Work Order No. 23-OCE09-E03 with Kleinfelder for Construction Management and Inspection Services for the Redwood Park & Ride Improvements project, in an amount not to exceed \$138,800.

**Estimated Time:** 1:30 p.m.

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

**10. REGULAR AGENDA ITEMS**

**10.1 Napa Valley Transportation Authority (NVRTA) Agreement No. 25-C27 for the position of Executive Director (Laura Sanderlin) (Pages 105-117)**

**Recommendation:** That the Napa Valley Transportation Authority (NVRTA) Board approve an Employment Agreement No. 25-C27 with Danielle Schmitz for services as the Agency Executive Director with an annual salary amount of \$250,000 plus benefits.

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

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

**10.2 Transportation Development Act Article 3 (TDA-3) Guidelines and Call for Projects (Patrick Band) (Pages 118-130)**

**Recommendation:** That the Napa Valley Transportation Authority (NVRTA) Board approve Transportation Development Act Article 3 (TDA-3) Guidelines and open a Call for Projects for Fiscal Year 2025-2026 through 2026-2027.

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

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

**10.3 Napa Valley Transportation Authority (NVTA) Agreement No. 25-C04 with Stradling, Yocca, Carlson & Rauch LLP (“Stradling”) for Bond Counsel, Disclosure Counsel and Tax Attorney Advisory Services (Antonio Onorato) (Pages 131-148)**

**Recommendation:** That the Napa Valley Transportation Authority authorize the Executive Director, or designee to execute and make minor changes to Agreement No. 25-C04 with Stradling for bond, disclosure, and tax advisory legal services for a period of up to six years in an amount not to exceed \$300,000, for actual services rendered.

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

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

**10.4 Accessible Transportation Needs Assessment (ATNA) Plan Adoption (Diana Meehan) (Pages 149-152)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board of Directors adopt the Accessible Transportation Needs Assessment.

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

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

**10.5 Vine Transit Frequency and Coverage Discussion (Rebecca Schenck) (Pages 153-167)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) receive information regarding options for changing frequency and coverage of Vine Transit service as well as the third quarter Fiscal Year (FY) 2024-25 Vine Transit update.

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

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

**10.6 Federal and State Legislative Update (Kate Miller) (Pages 168-189)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update and the State Legislative Update and take action on legislation included on the Bill Matrix.

**Estimated Time:** 3:15 p.m.

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

**11. FUTURE AGENDA ITEMS****12. CLOSED SESSION**

**12.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**  
Initiation of Litigation pursuant to Government Code Section 54956.9(d)(4) (1 potential case)

**Estimated Time:** 3:30 p.m.

**13. ADJOURNMENT****13.1 The next Regular Meeting is June 18th.**

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, May 16th.

*Laura Sanderlin*

Laura M. Sanderlin, NVTA Board Secretary

## Glossary of Acronyms

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

## Glossary of Acronyms

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

**\*\*Special Meeting\*\***

# **Napa Valley Transportation Authority**

625 Burnell Street  
Napa, CA 94559

## **Meeting Minutes NVTB Board of Directors**

Monday, April 14, 2025

10:00 AM

JoAnn Busenbark Board Room

### **1. Call to Order**

Chair Joseph called the meeting to order at 10:02am.

### **2. Roll Call**

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

### **3. Adoption of the Agenda**

**Motion MOVED by MCKEE, SECONDED by NARVAEZ to APPROVE Agenda Item 3, Adoption of the Agenda. Motion passed unanimously.**

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

**Absent:** 1 - Mohler

### **4. Public Comment**

None

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.

### **5. CLOSED SESSION**

The Board entered into closed session at 10:04am.

**\*\*Special Meeting\*\***

**5.1 PUBLIC EMPLOYMENT**

(Pursuant to Government Code Section 54957(b)(1))

Title: Executive Director

The Board returned to Open Session at 4:58pm with no reportable action.

**6. ADJOURNMENT**

Chair Joseph adjourned the meeting at 4:58pm.

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Laura M. Sanderlin, NVTB Board Secretary

**\*\*Special Meeting\*\***

# **Napa Valley Transportation Authority**

625 Burnell Street  
Napa, CA 94559

## **Meeting Minutes NVTB Board of Directors**

Wednesday, April 16, 2025

Redwood Credit Union 480 Devlin Road Napa, CA 94558  
11:00 AM

### **1. Call to Order**

Chair Joseph called the meeting to order at 11:10am.

### **2. Roll Call**

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

### **3. Adoption of the Agenda**

**Motion MOVED by MCKEE, SECONDED by WASHINGTON to APPROVE Item 3. Adoption of the Agenda. Motion passed unanimously.**

**Aye:** 22 - Sedgley, Williams, Eisenberg, McKee, Washington, Narvaez, Alessio, Joseph, Dohring, and Manfree

**Absent:** 2 - Deasy, and Mohler

### **4. Public Comment**

Public comment by Anil Comelo, City Manager, City of St. Helena regarding collaboration with NVTB for upcoming street improvement projects. Public comment by Adam Busby, Culinary Institute of America regarding transit service to the property and surrounding area.

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

Director Manfree reported on recent MTC activities.



**\*\*Special Meeting\*\***

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

Director Miller reported:

- Staff recruitments
- Recent participation in community tabling events
- Upcoming community outreach meetings
- May 16 Energizer Station for Bike to Wherever Day
- Youth Summer Transit Pass
- Vine Late Night pilot program in partnership with Uber and Visit Napa Valley

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

## **7. CONSENT AGENDA ITEMS**

**Motion MOVED by ALESSIO, SECONDED by WILLIAMS to APPROVE Consent Items 7.1-7.4.**  
**Motion passed unanimously.**

**Aye:** 22 - Sedgley, Williams, Eisenberg, McKee, Washington, Narvaez, Alessio, Joseph, Dohring, and Manfree

**Absent:** 2 - Deasy, and Mohler

### **7.1 Meeting Minutes of March 19, 2025 (Laura Sanderlin) (Pages 8-11)**

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

### **7.2 Citizen Advisory Committee (CAC) Member Appointment (Laura Sanderlin) (Pages 12-17)**

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

### **7.3 Active Transportation Advisory Committee (ATAC) Member Appointments (Patrick Band) (Pages 18-26)**

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

### **7.4 Disposal of Non-Performing Assets (Antonio Onorato) (Pages 27-33)**

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

### **7.5 Napa Valley Transportation Authority (NVTa) Agreement No. 25-C22 with Brightview Landscape Services, Inc. for Landscape Maintenance Services (Antonio Onorato) (Pages 34-62)**

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

Director Dohring requested to pull the item from the Consent Agenda and inquired about the deciding factors of awarding the selected bid and staff provided information about the scoring process.

{Director Deasy entered the meeting at 11:25am}

## **\*\*Special Meeting\*\***

**Motion MOVED by DOHRING, SECONDED by NARVAEZ to APPROVE Item 7.5 authorizing Agreement No. 25-C22 with Brightview Landscape Services. Motion passed unanimously.**

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

**Absent:** 1 - Mohler

## **8. REGULAR AGENDA ITEMS**

### **8.1 2025 Board Retreat: Kick-off to the Countywide Transportation Plan Intersections 2050 - Connecting Land Use, Transportation and Community**

**Introduction by Executive Director Miller, followed by CTP Process and Objectives by Diana Meehan, NVTa staff and Keynote address by Dave Vautin, MTC.**

**{Director Smith entered meeting at 11:36am and Director Deasy departed at 12:39pm}**

**The meeting paused for recess at 12:20pm and returned to session at 1:00pm.**

**Workshop and discussion presented by Fehr and Peers staff, Bob Grandy, Bonnie Nelson and Ashlee Takushi.**

**Public comment from Ashley Tenschler, Michael Baldini, Gary Woodruff, Larry Kromann, Hans Korve, Mike Suttie and Lyall Abbott.**

## **9. FUTURE AGENDA ITEMS**

**None**

## **10. ADJOURNMENT**

**Chair Joseph adjourned the meeting at 2:51pm.**

### **10.1 The next Regular Meeting is May 21, 2025.**

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Laura M. Sanderlin, NVTa Board Secretary

**\*\*Special Meeting\*\***

# **Napa Valley Transportation Authority**

625 Burnell Street  
Napa, CA 94559

## **Meeting Minutes NVTB Board of Directors**

Wednesday, April 16, 2025

Redwood Credit Union 480 Devlin Road Napa, CA 94558  
3:00 PM

### **1. Call to Order**

Chair Joseph called the meeting to order at 3:01pm.

### **2. Roll Call**

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

### **3. Adoption of the Agenda**

**Motion MOVED by NARVAEZ, SECONDED by MCKEE to APPROVE Item 3, Adoption of the Agenda. Motion passed unanimously.**

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

**Absent:** 1 - Mohler

### **4. Public Comment**

None

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.

### **5. CLOSED SESSION**

The Board entered into Closed Session at 3:02pm.

**\*\*Special Meeting\*\***

**5.1 PUBLIC EMPLOYMENT**

(Pursuant to Government Code Section 54957(b)(1)  
Title: Executive Director

**CONFERENCE WITH LABOR NEGOTIATORS**

(Government Code Section 54957.6))

Authority Designated Representative: Authority Chair

Unrepresented Employee: Executive Director

**The Board returned to Open Session at 3:22pm with no reportable action.**

**6. ADJOURNMENT**

**Chair Joseph adjourned the meeting at 3:22pm.**

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Laura M. Sanderlin, NVTB Board Secretary



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Purchase Order 25-P5060 with Via Transportation Inc, doing business as (dba) Remix Technologies, LLC

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve Purchase Order 25-P5060 with Remix Technologies, LLC (Attachment 1) for transit planning and scheduling software services for three (3) years until June 30, 2028 in an amount not to exceed \$215,433.

### **EXECUTIVE SUMMARY**

NVRTA staff has been using Remix since 2019 to provide easy-to-use tool to accurately cost out service and create schedules, maps and visuals. The software significantly reduces staff time and provides a web interface, which improves public outreach and input from the riding public.

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes. If the contract is approved the cost will be \$215,432.50, which is included in the Fiscal Year 2025-2026 and will need to be included in future budgets.



May 21, 2025  
NVTA Agenda Item 9.4

Continued From: New  
**Action Requested: APPROVE**

## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors

**FROM:** Kate Miller, Executive Director

**REPORT BY:** Rebecca Schenck, Program Manager – Public Transit  
(707) 259-8636 / Email: rschenck@nvta.ca.gov

**SUBJECT:** Purchase Order 25-P5060 with Via Transportation Inc, doing business as (dba) Remix Technologies, LLC

---

#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Purchase Order 25-P5060 with Remix Technologies, LLC (Attachment 1) for transit planning and scheduling software services for three (3) years until June 30, 2028 in an amount not to exceed \$215,433.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

On July 17, 2019, the NVTA Board approved a three-year contract with Remix Software Inc. (Included as Attachment 2 for your reference) that commenced on October 1, 2019 and expired on September 30, 2022, at a cost of \$163,330.68. In September 21, 2022, the NVTA Board approved a three-year renewal that expires on September 30, 2025 for a total of \$182,582.28. Staff is requesting approval for a new three-year contract starting July 1, 2025 which will terminate the existing contract on that day so the contracts do not overlap. This would result in a new contract that would commence July 1, 2025 and expire on June 30, 2028 for a total of \$215,433. This is a cost increase of 18.0% over the prior three-year period.

The cost of the contract per year is as follows:

|  |   |
|--|---|
| Remix Transit Planning License         | 2025/26: \$32,787.50 USD per year<br>2026/27: \$36,000 USD per year<br>2027/28: \$39,670 USD per year |
| Remix Scheduling License               | 2025/26: \$32,500 USD per year<br>2026/27: \$35,475 USD per year<br>2027/28: \$39,000 USD per year    |
| Total = Planning + Scheduling Licenses | 2025/26: \$62,287.50 USD per year<br>2026/27: \$71,475 USD per year<br>2027/28: \$78,670 USD per year |
| TOTAL                                  | \$215,432.50  |

Remix provides an easy-to-use online platform to accurately perform transit planning, blocking, run cuts, roster style bidding, relief vehicle scheduling and paddles. The software significantly reduces staff time when drafting new schedules, routes, and it provides a web interface to improve public outreach.

Planning Tools: The platform offers fast, accurate sketch planning using existing stop infrastructure, with instant demographic impact analysis and cost estimates. Users benefit from unlimited exports (Excel, shapefile, KML, GTFS, high-res images), custom data layers, and GTFS uploads. It supports public engagement, travel-time isochrone visualizations, and a Title VI Engine for quick equity analysis. Timetables can be generated, customized, and exported to Excel, all within a system that receives regular feature updates and improvements.

Scheduling Tools:

In regards to blocking, Remix provides:

- Interactive blocking to finalize vehicle assignments
- Excel report for daily vehicle assignments
- Determines optimally efficient peak bus count
- Detailed bus logistics for dispatch and maintenance

In regards to Run Cuts, Remix provides:

- Dynamic run-cutting interface for multiple schedule generation
- Excel report for with driver assignments to vehicles
- Optimize cost, OT, or crew count
- Produce driver & labor friendly schedules
- Maximize straight runs

Additionally, staff has been informed that the California Integrated Travel Project (CalITP) operated by Caltrans is looking to provide free or significantly reduced costs Remix licenses to agencies that receive both 5311 and 5307 funds next year. PO 25-P5060

contains a 30-day termination clause that NVTa could exercise in the event that a license is available through Cal-ITP. Currently, CalITP is funding only those agencies that receive only 5311 funds meaning the agency has an entirely rural service area. NVTa service is both urban and rural.

## **ALTERNATIVES**

The Board could choose to not approve this purchase order which would significantly increase staff time and decreasing efficiencies when drafting new schedules, routes, creating maps for the public, etc. Prior to 2019 NVTa staff developed schedules using Excel spreadsheets which was inefficient and frequently inaccurate requiring costly adjustments after service changes were implemented.

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

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

The Remix platform allows NVTa staff to efficiently plan for any kind of transit service changes, thus serving the needs of the entire community in the most effective and productive manner

Goal 3: Use taxpayer dollars efficiently

The Remix platform creates significant efficiencies and time savings when creating transit service changes or performing transit analysis, thus providing an overall cost savings

## **ATTACHMENT(S)**

(1) Draft Purchase Order 25-P5060





**DRAFT**

# Purchase

Napa Valley  
Transportation  
Authority  
625 Burnell Street  
Napa, CA 94559

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

## VENDOR

Via Transportation, Inc.  
(Remix Technologies LLC)  
10 Crosby Street, Floor 2  
New York, NY 10013  
P: Max Fisher, Partner Success Manager  
max.fisher@ridewithvia.com | +1 847.778.9349

**Purchase Order #: 25-P5060**  
**Date:** 05/21/2025  
**Vendor ID: 6568**

## Bill To:

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

## Ship To:

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

| Requested By | Ship Date | Ship Via | FOB  | Buyer  | Terms       | Tax ID     |
|--------------|-----------|----------|------|--------|-------------|------------|
| SCHENCK      | N/A       | N/A      | DEST | KULICK | NET 30 Days | 68-0471080 |

| QTY | Item # | Units | Description  | Discount | Taxable | Unit Price  | Total              |
|-----|--------|-------|--|----------|---------|-------------|--------------------|
|     |        |       | REMIX TRANSIT PLANNING AND SCHEDULING<br>SOFTWARE PLATFORM LICENSE SUBSCRIPTION<br>for 38 plus Vine public transit vehicles<br>as per attached |          |         |             |                    |
|     |        |       | YEAR 1 SUBSCRIPTION 07/01/25-06/30/26  |          |         | \$65,287.50 | <b>\$65,287.50</b> |
|     |        |       | YEAR 2 SUBSCRIPTION 07/01/26-06/30/27  |          |         | \$71,475.00 | <b>\$71,475.00</b> |
|     |        |       | YEAR 3 SUBSCRIPTION 07/01/27-06/30/28  |          |         | \$78,670.00 | <b>\$78,600.00</b> |
|     |        |       | CONT ON PAGE 2 OF  |          |         |             |                    |

**PROJECT MGR:** REBECCA SCHENCK, TRANSIT MANAGER  
rschenck@nvta.ca.gov | 707.259.8636  
**INVOICES:** Please submit all invoices electronically to **ap@nvta.ca.gov** for payment.  
**ORIGINAL/PREVIOUS AGREEMENT REF:** NVTA PO No. P22-015-dtd 09/14/22  
*THIS SUBSCRIPTION ORDER SHALL SUPERSEDE THE PREVIOUS ORDER  
UPON FULL EXECUTION BY ALL PARTIES.*

|                  |                     |
|------------------|---------------------|
| <b>Subtotal</b>  | <b>\$215,432.50</b> |
| <b>Tax 8.75%</b> | <b>\$0.00</b>       |
| <b>Other</b>     | <b>\$0.00</b>       |
| <b>Ship</b>      | <b>\$0.00</b>       |
| <b>TOTAL</b>     | <b>\$215,432.50</b> |

**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.

NAME AND TITLE  
*(Signature of person authorized to sign)*

DATE

KATE MILLER, Executive Director DATE

## FOR INTERNAL USE ONLY

FUND APPROPRIATION: 8302002-52515

**Assignment and Renewal #2**  
**of the**  
**Remix Services Agreement for NVTa**

WHEREAS, Remix Technologies, LLC. (“**Remix**”) and Napa Valley Transit Authority (NVTa) (“**Customer**”) have entered into an agreement titled Remix Services Agreement for NVTa (the “**Agreement**”) dated as of October 1, 2019; and Assignment and Renewal dated October 18, 2022;

WHEREAS the parties wish to renew the Agreement; and

UPON execution of this Renewal #2 (“**Renewal**”), the Parties agree to the following:

1. **Renewal.** With effect from July 1, 2025 (the “**Effective Date**”) the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 3 years until June 30, 2028. Customer and Remix agree that Renewal will supersede the current agreement titled Assignment and Renewal upon signature to align with the fiscal year of the Customer.
2. **Termination.** Customer may terminate the Renewal in November 2026 upon confirmation of license procurement through California Integrated Travel Project, with 30 days’ prior written notice of termination to Remix.
3. **Price.** The Parties hereby agree to the following price structure:

|                                |   |
|--------------------------------|---|
| Remix Transit Planning License | <ul style="list-style-type: none"><li>• <b>July 1, 2025 – June 30, 2025:</b> \$32,787.5/year<ul style="list-style-type: none"><li>○ \$2,541.66/month from July-September ’25</li><li>○ \$2,795.83/month from October – June ‘25</li></ul></li><li>• <b>July 1, 2026 – June 30, 2027:</b> \$36,000/year</li><li>• <b>July 1, 2027 – June 30, 2028:</b> \$39,670/year</li></ul> |
| Remix Scheduling License       | <ul style="list-style-type: none"><li>• <b>July 1, 2025 – June 30, 2025:</b> \$32,500/year<ul style="list-style-type: none"><li>○ \$2,500/month from July-September ’25</li><li>○ \$2,750/month from October – June ‘25</li></ul></li><li>• <b>July 1, 2026 – June 30, 2027:</b> \$35,475/year</li><li>• <b>July 1, 2027 – June 30, 2028:</b> \$39,000/year</li></ul>         |

|                                |   |
|--------------------------------|---|
| Marketing Terms                | Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.   |
| Remix Platform License Summary | <p><b>Total Contract Value: \$215,432.5/3 years</b></p> <ul style="list-style-type: none"> <li>• July 1, 2025 – June 30, 2025: \$65,287.5/year</li> <li>• July 1, 2026 – June 30, 2027: \$71,475/year</li> <li>• July 1, 2027 – June 30, 2028: \$78,670/year</li> </ul> <p><b>Includes:</b></p> <ul style="list-style-type: none"> <li>• Remix licenses for an unlimited number of users within organization.</li> <li>• Software as a Service (SaaS): fully hosted, cloud-based web platform.</li> <li>• Platform functionality as described in the Agreement with continuous improvements released throughout the course of the contract</li> <li>• Dedicated Customer Success staff</li> <li>• Premium Enterprise Support: response to requests in 1 business day</li> </ul> |

- 4. Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Renewal will be governed by the same law as the Agreement.

**REMIX TECHNOLOGIES LLC**

**NAPA VALLEY TRANSIT AUTHORITY**

**By:**

**By:**

**Name:**

**Name:** KATE MILLER

**Title:**

**Title:** Executive Director

**Date:**

**Date:** May 21, 2025



# Purchase

Napa Valley  
Transportation  
Authority  
625 Burnell Street  
Napa, CA 94559

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

## VENDOR

Remix Software Inc.  
155 9TH Street  
San Francisco, CA 94103  
P: Olivia Lus, Renewal Manager  
T: 415.712.0654  
E: Olivia@remix.com

**Purchase Order #: 19-1008**  
**Date:** 04/29/2019  
**Vendor ID:** 6568

## Bill To:

Napa Valley Transportation  
Authority (NVRTA)  
ATTN: Accounts Payable  
625 Burnell Street  
Napa, CA 94559-2912

## Ship To:

NVRTA  
625 Burnell Street  
Napa, CA 94559  
P Matthew Wilcox, Transit Manager  
T 707.259.8635 E mwilcox@nvta.ca.gov

| Requested By | Ship Date       | Ship Via | FOB  | Buyer  | Terms  | Tax ID     |
|--------------|-----------------|----------|------|--------|--------|------------|
| WILCOX       | SEE<br>SCHEDULE | N/A      | DEST | KULICK | NET 30 | 68-0471080 |

| QTY | Item # | Units | Description  | Discount | Taxable | Unit Price       | Total               |
|-----|--------|-------|--|----------|---------|------------------|---------------------|
|     |        |       | REMIX PLANNING AND SCHEDULING<br>SOFTWARE PLATFORM<br>SUBSCRIPTION as per attached<br>scope. |          |         |                  |                     |
|     |        |       | YEAR 1 SUBSCRIPTION 10/1/19-9/30/20  |          |         | \$48,583.00      | \$48,583.00         |
|     |        |       | YEAR 2 SUBSCRIPTION 10/01/20-9/30/21   |          |         | \$51,500.00      | \$51,500.00         |
|     |        |       | YEAR 3 SUBSCRIPTION 10/01/21-9/30/22   |          |         | \$51,500.00      | \$51,500.00         |
|     |        |       | CONT ON PAGE 2 OF 13)  |          |         |                  |                     |
|     |        |       |  |          |         | <b>Subtotal</b>  | <b>\$151,583.00</b> |
|     |        |       |  |          |         | <b>Tax 7.75%</b> | <b>\$11,747.68</b>  |
|     |        |       |  |          |         |                  | -/-                 |
|     |        |       |  |          |         |                  | -/-                 |
|     |        |       |  |          |         | <b>TOTAL</b>     | <b>\$163,330.68</b> |

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.)

**X**   
NAME AND TITLE  
(Signature of person authorized to sign)

9/12/19  
DATE

## ORDER AWARDED AND ISSUED BY

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

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

7/17/19  
DATE

## FOR INTERNAL USE ONLY

FUND APPROPRIATION: TDA4 8300 8302002 52515 PUB\_TRANSIT VINE STATE 8310

# Remix License Summary for NVRTA (Napa, CA)

Prepared for NVRTA (Napa, CA). By Olivia Ius, Remix (olivia@remix.com) Date: 4/5/19

## What do I get with a Remix Planning License?

A full transit planning platform for your entire agency. It's an annual subscription for unlimited users, and includes:

### Planning

- Fast and accurate sketch planning using existing stop infrastructure
- Instant demographic impact analysis
- Instant cost estimates
- Unlimited exports (excel, shapefile, KML, frequency-based GTFS, high-resolution image)
- Unlimited custom data layers (polygon-based shapefiles)
- Unlimited GTFS uploads
- Public engagement and share features
- Travel-time isochrone visualizations
- Title VI Engine (US) - generate a service equity analysis in less than 10 minutes
- Timetables - generate and customize timepoints and segment-level runtimes
- Export timetables into excel
- Consistent and regular product improvements / feature launches

## What do I get with a Remix Scheduling License?

### Blocking

- Interactive blocking to finalize vehicle assignments
- Excel report for daily vehicle assignments
- Determines optimally efficient peak bus count
- Detailed bus logistics for dispatch and maintenance

### Run Cuts

- Dynamic runcutting interface for multiple schedule generation
- Excel report for with driver assignments to vehicles
- Optimize cost, OT, or crew count
- Produce driver & labor friendly schedules
- Maximize straight runs

### Cafeteria/Roster Style Bidding

- Intuitive and informational bid sheets for drivers

### Relief Vehicle Scheduling

- Excel report includes relief vehicle logistics needs
- Determines relief vehicle needs

### Paddles

- Easy to read, detailed printable instructions for drivers
- Customizable time points to keep drivers on schedule
- General Transit Feed Specification (GTFS)
- Validated GTFS export for mobile rider apps
- Integrates with a variety of AVL & farebox systems

## Customer support?

Our Success and Engineering Teams will work with you to develop a customized Success Plan to help you meet your agency goals. With regular check-ins to achieve necessary milestones, our team will work directly with yours to achieve the best optimal schedule for your agency's needs.

## Technical Requirements

The Remix platform is software-as-a-service (SaaS). Everything is cloud-based which means no installations or downloads. We give you a login and password - all you need is internet and the latest version of any browser. Each contract comes with an unlimited number of licenses within the agency. There are no maintenance fees. Every time Remix pushes an update to the platform, or launches a new feature, the users will see it the next time they log in. Remix Scheduling is the only scheduling software that perfectly integrates with Remix Planning.





# Remix Services Agreement

This Services Agreement ("Agreement") is entered into between Remix, Inc., a Delaware corporation ("Company"), and NVTA (Napa, CA) ("Customer") and will become effective when it is executed by authorized representatives of both parties (the "Effective Date").

## Scope of Services & Terms

|                                |   |  |
|--------------------------------|---|--|
| Effective Date                 | October 1, 2019   |  |
| Commitment Term                | 3 years<br>➤ 10/1/2019 to 9/30/2022   |  |
| Remix Transit Platform License | Remix Planning<br>➤ US \$17,500* annually<br><br>*previous license good through 11/30/19. Credit reflected in total contract value  | Remix Scheduling<br>➤ US \$34,000 annually |
| Total Contract Value           | \$US 151,583 (includes 2-month credit from previous Planning contract)<br>➤ US \$51,500 annually, based on a fixed route fleet of 38.<br><br>Includes: <ul style="list-style-type: none"><li>• Remix licenses for an unlimited number of users within organization.</li><li>• Software as a Service (SaaS): fully hosted, cloud-based web platform.</li><li>• Platform functionality as described on page 1 with continuous improvements released throughout the course of the contract</li><li>• Dedicated Customer Success staff</li><li>• Premium Enterprise Support: response to requests in 1 business day</li></ul> |  |
| Billing Schedule               | Year 1 (October 2019): \$48,583<br>Year 2 (October 2020): \$51,500<br>Year 3 (October 2021): \$51,500   |  |
| Marketing Terms                | Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.   |  |
| Year-to-Year Pricing           | US \$55,000 annually if one-year contract (Planning: \$18,000 + Scheduling: \$37,000)   |  |
| 2022 Estimated Pricing         | US \$52,000 to \$55,000 annually  |  |



This Agreement incorporates the attached Terms and Conditions ("Terms"). In the event of a conflict or inconsistency between the Terms and this Agreement, the Terms will control, except to the extent that this Agreement expressly states that it supersedes specific language in the Agreement. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

NVTA (Napa, CA)  
Signature: 

Name: KATE MILLER

Title: Executive Director

Date: 2/12/19

Billing Contact Name: Cindy Westerberg

Remix Software, Inc.

Signature: 

Name: Tiffany Chu

Title: Co-Founder & COO

Date: 9/12/19

Email: ap@nvta.ca.gov

Phone: 707.253.4688

## REMIX TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**", together with an Order Form referencing these Terms, the "**Agreement**"), are entered into between Remix, Inc., a Delaware corporation ("**Remix**"), and the customer identified on the Order Form ("**Customer**"), and are effective as of the date that the Order Form is executed by both parties (the "**Effective Date**").

**1. DEFINITIONS.** Capitalized terms will have the meanings set forth in this Section 1, or in the section in which they are first used.

**1.1 "Authorized User"** means each of Customer's employees, agents, and independent contractors who are authorized to access the Remix Solution under this Agreement.

**1.2 "Customer Content"** means any content, data and information provided to Remix by or on behalf of Customer or its Authorized Users for use with the Services, including, without limitation, any Mobility Provider Data. Customer Content does not include Licensed Material or Resultant Data.

**1.3 "Documentation"** means the materials describing the use and operation of the Remix Solution that are made available to Customer as written technical briefs or on <https://help.remix.com/> or such other web page as Remix may designate to Customer from time to time.

**1.4 "Intellectual Property Rights"** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

**1.5 "Licensed Material"** means reports, results, materials and documentation made available to Customer as part of the Services. Licensed Material does not include the Remix Solution or any component thereof.

**1.6 "Mobility Provider"** means an operator of a transportation or rideshare service or platform that provides or facilitates transportation by train, bus, car, bicycle, scooter or any other mode of transportation and is required to provide transportation related data and information to Customer (or its third party designees) by contract, permit or other applicable ordinance, regulation or law.

**1.7 "Mobility Provider Data"** means any data or other information made available to Remix by a Mobility Provider at the direction, or for the specific benefit, of the Customer, even if Remix's receipt of such information is governed by its own agreement with the Mobility Provider.

**1.8 "Order Form"** means an order form signed by both parties that references this Agreement.

**1.9 "Professional Services"** means professional services provided by Remix to Customer as described in any Order Form (as may be further described in any statement of work).

**1.10 "Remix Solution"** means the Remix software-as-a-service application identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface.

**1.11 "Resultant Data"** means statistics, data, insights, observations, analyses, ideas and other information that does not identify any natural person and is derived from the categorization, modeling or other processing of one (or more) data set(s), including, without limitation, data sets that include Customer Content and data of Remix's other customers.

**1.12 "Services"** means any services provided by Remix to Customer under this Agreement as described in an Order Form, including, but not limited to, provision of the Remix Solution and Professional Services.



## 2. PROVISION OF SERVICES

**2.1 Access.** Subject to Customer's payment of the fees set forth in the Order Form ("Fees"), Remix will provide Customer with access to the Remix Solution during the Term (as defined below). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Remix Solution, and notify Remix promptly of any such unauthorized use known to Customer.

**2.2 Support Services.** Subject to the terms and conditions of this Agreement, Remix will exercise commercially reasonable efforts to (a) provide support for the use of the Remix Solution to Customer, (b) keep the Remix Solution operational and available to Customer, in each case in accordance with its standard policies and procedures, and (c) provide the Service in accordance with the Service Level Terms set out in Exhibit A.

**2.3 Hosting.** Remix will, at its own expense, provide for the hosting of the Remix Solution, provided that nothing herein will be construed to require Remix to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Remix Solution from the Internet.

## 3. INTELLECTUAL PROPERTY

**3.1 License Grant.** Subject to the terms and conditions of this Agreement, Remix grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.6) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Remix Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Remix Solution. Customer may permit any Authorized Users to access and use the features and functions of the Remix Solution as contemplated by this Agreement, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Services by such individuals is for the sole benefit of Customer.

**3.2 Restrictions.** Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Remix Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Remix Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Remix Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) or nonpublic APIs of the Remix Solution, except as permitted by law; (e) interfere in any manner with the operation of the Remix Solution or the hardware and network used to operate the Remix Solution; (f) modify, copy or make derivative works based on any part of the Remix Solution or Documentation; (g) access or use the Remix Solution to build a similar or competitive product or service; (h) attempt to access the Remix Solution through any unapproved interface; or (i) otherwise use the Remix Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Remix Solution will not be used, and is not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Remix or its licensors on the Licensed Material or any copies thereof.

**3.3 Ownership.** As between the parties, the Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Remix in this Agreement are reserved by Customer. As between the parties, the Remix Solution, Licensed Materials, Documentation and Resultant Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Remix and its suppliers. All rights in and to the Remix Solution, Licensed Materials, Documentation and Resultant Data not expressly granted to Customer in this Agreement are reserved by Remix and its suppliers.

**3.4 License to Licensed Material.** Subject to the terms and conditions of this Agreement, Remix grants Customer a non-exclusive, non-transferable (except as permitted under Section 13.6), non-sublicensable, royalty-free and fully-paid license to use Licensed Material solely for Customer's internal business purposes and, where Customer is a governmental body, to publicly display the Licensed Material as reasonably necessary to exercise its official authority or fulfill its legal obligations, including, without limitation, to solicit public comment on information contained in Licensed Material.



**3.5 License to Customer Data; Resultant Data.** Customer grants Remix a non-exclusive, worldwide, non-transferable (except as permitted under Section 13.6), non-sublicensable (except to permitted subcontractors under Section 13.10), royalty-free and fully paid license to (a) use the Customer trademarks, service marks, and logos as required to provide the Services; (b) to use, host, store, create derivative works from, communicate, distribute and publicly display the Customer Content as required to perform the Services and improve the Remix Solution; and (c) analyze the Customer Content, combine Customer Content with other data and create Resultant Data, including, without limitation, utilizing machine learning applications and other analytical methods. Customer acknowledges that the value of the Remix Solution to Customer and Remix's ability to provide it in accordance with this Agreement are contingent on Remix's ability to operate and improve the Remix Solution based on what it learns from the Resultant Data generated in the course of delivering the Remix Solution to all Remix customers.

**3.6 Open Source.** Certain items of software may be provided to Customer with the Remix Solution and certain Licensed Materials are subject to "open source" or "free software" licenses ("**Open Source Material**"). Some of the Open Source Material is owned by third parties. Open Source Materials are not subject to the terms and conditions of Sections 3.1 or 10. Instead, each item of Open Source Materials is licensed under the terms of the end-user license that accompanies such Open Source Materials. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Materials. If required by any license for particular Open Source Materials, Remix makes such Open Source Materials, and Remix's modifications to that Open Source Materials, available by written request at the notice address specified below.

**3.7 Third Party Products.** Certain features and functionality of the Services may rely on third party data, software, or applications ("**Third Party Products**"). Such Third-Party Products may be subject to their own terms and conditions, which will be identified to the Customer in writing before they are incorporated into the Services. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products or utilize any features or functionality of the Services that incorporate them.

**3.8 Feedback.** Customer hereby grants to Remix a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Remix will not identify Customer as the source of any such feedback.

## **4. FEES AND EXPENSES; PAYMENTS**

**4.1 Fees.** In consideration for the access rights granted to Customer and the Services performed by Remix under this Agreement, Customer will pay to Remix the Fees. Except as otherwise provided in the Order Form, all Fees are billed at the end of the month due and payable within thirty (30) days of the date of the invoice. Customer will reimburse Remix for documented expenses that are expressly provided for in an Order Form or SOW (defined below) or that have been approved in advance in writing by Customer. Remix reserves the right (in addition to any other rights or remedies Remix may have) to discontinue the Remix Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. If Customer believes that Company has billed Customer incorrectly, Customer must contact Remix no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

**4.2 Taxes.** The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Remix's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Remix Solution to Customer. Customer will make all payments of Fees to Remix free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Remix will be Customer's sole responsibility, and Customer will provide Remix with official receipts issued by the appropriate taxing authority, or such other evidence as the Remix may reasonably request, to establish that such taxes have been paid.

**4.3 Interest.** Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

## **5. CUSTOMER CONTENT AND RESPONSIBILITIES**



**5.1 Licenses; Customer Content.** Customer will obtain all third party licenses, consents and permissions needed for Remix to use the Customer Content to provide the Services and exercise its rights under this Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Content.

**5.2 Customer Warranty.** Customer represents and warrants that the Customer Content and its use by Remix in accordance with this Agreement will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Remix's system or data; and (e) otherwise violate the rights of a third party or applicable law.

**5.3 Back-ups; Security.** Customer will have the ability to export Customer Content out of the Remix Solution for the Term of the relevant Order Form and thereafter in accordance with Section 11.4. Customer acknowledges that the Remix Solution is not intended to serve as its data retention repository and that Customer is solely responsible for creating its own backup copies of any Customer Content at Customer's sole cost and expense. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content by Customer and the security of all usernames, passwords, API keys and other credentials required to access the Remix Solution. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Authorized User who has access to the Remix Solution is no longer an employee of or engaged by Customer, then Customer will immediately delete such access and otherwise terminate such Authorized User's access to the Remix Solution.

**5.4 Mobility Provider Cooperation.** Customer acknowledges that the performance of the Services (and value of the Services to Customer) may depend on Remix's receipt of data or other information or cooperation from one or more Mobility Providers. Therefore, Customer shall be responsible for taking all actions reasonably required to ensure such Mobility Providers provide such data, information or cooperation to Remix as is reasonably required for Remix to perform the Services, including, without limitation, requiring Mobility Providers to make available to Remix any and all data and information to which Customer is entitled in accordance with Remix's then applicable data specifications, and without requiring Remix to pay any additional consideration to, or sign any agreement with, the Mobility Provider that would interfere with the provision of services or grant of licenses under this agreement. Customer acknowledges and agrees that (a) Remix shall have no liability for a Mobility Provider's failure to provide such data, information or cooperation or other action or omission and (b) a Mobility Provider shall in no event be construed as a Remix supplier, contractor or agent even if Remix enters into a license or other agreement with such Mobility Provider to obtain data or information in furtherance of the Services.

## **6. PROFESSIONAL SERVICES.**

**6.1** Where the parties have agreed to Remix's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a statement of work signed by both parties ("**SOW**"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement. Customer may use anything delivered as part of the Professional Services in support of authorized use of the Services and subject to the terms regarding Customer's rights to use the Service set forth in this Agreement and the applicable SOW, but Remix will retain all right, title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by Remix as part of the Professional Services.

**6.2 Freedom of Information Requests.** Remix will cooperate with Customer's requests to provide information that Customer requires to comply with its legal obligations under applicable freedom of information laws, provided that to the extent such cooperation exceeds the scope of Services specified in an Order Form, Remix will provide such cooperation as Professional Services pursuant to an SOW.

## **7. WARRANTIES AND DISCLAIMERS**

**7.1 Limited Warranty.** Remix represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and in substantial conformity with the Documentation. Remix's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at



no charge to Customer, for Remix to use commercially reasonable efforts to correct the reported non-conformity, or if Remix determines such remedy to be impracticable, either party may terminate the portion of the Services affected by the breach of warranty and Customer will receive as its sole remedy a refund of any Fees Customer has pre-paid for use of such Services for the terminated portion of the applicable Term. The limited warranty set forth in this Section 7.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by use not in accordance with the Documentation, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

**7.2 Disclaimer.** THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED “AS IS,” AND NEITHER REMIX NOR ITS SUPPLIERS MAKES (AND SUCH PARTIES HEREBY DISCLAIM) ANY OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NO INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. REMIX DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE REMIX SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. REMIX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS, OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF REMIX OR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY OR RELIABILITY OF MOBILITY PROVIDER DATA.

## **8. LIMITATION OF LIABILITY**

**8.1 Types of Damages.** EXCEPT WITH RESPECT TO A PARTY’S LIABILITY UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**8.2 Amount of Damages.** THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO REMIX DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL REMIX’S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY’S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

**8.3 Basis of the Bargain.** The parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

**8.4 Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 8 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## **9. CONFIDENTIALITY**

**9.1 Confidential Information.** “Confidential Information” means any code, inventions, analysis methods and products, know-how, business, technical and financial information, and any other nonpublic information of a party (the “Disclosing Party”), whether disclosed orally or in written or digital media, that it discloses to the other party (the “Receiving Party”) and identifies as “confidential” or with a similar legend at the time of such disclosure or that the Receiving Party knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation and all enhancements and improvements thereto will be considered Confidential Information of Remix.



**9.2 Protection of Confidential Information.** Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations, and exercising its rights, under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to personnel and contractors who have a need to know such information for the purpose of the performance of the Receiving Party's obligations or exercising its rights under this Agreement, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

**9.3 Exceptions.** The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information (i) to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law (including, without limitation, freedom of information laws) or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure to the extent permitted by law, cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order, discloses no more information that is legally required, and in the case of disclosure required by freedom of information laws, Customer agrees to afford all confidentiality protections available under applicable law to such Confidential Information of Remix prior to disclosing it pursuant to such laws, including, without limitation, by providing Remix notice of freedom of information requests for such Confidential Information, the opportunity to object to Customer's disclosure thereof, and notice of Customer's disclosure determinations; and (ii) to its attorneys, accountants, professional advisors, and actual or potential lenders, investors or acquirers so long as such parties are bound by confidentiality obligations no less restrictive than those set forth herein.

## **10. INDEMNIFICATION**

**10.1 By Remix.** Remix will defend at its expense any claim brought against Customer insofar as such claim is based on a claim by any third party alleging that the Remix Solution infringes such third party's patent, copyright or trademark rights under applicable laws of any jurisdiction within the United States of America, and will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Remix (including reasonable attorneys' fees and costs) resulting from such claim. If any portion of the Remix Solution becomes, or in Remix's opinion is likely to become, the subject of a claim of infringement, Remix may, at Remix's option: (a) procure for Customer the right to continue using the Remix Solution; (b) replace the Remix Solution with non-infringing software or services which do not materially impair the functionality of the Remix Solution; (c) modify the Remix Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Remix Solution and Documentation. Notwithstanding the foregoing, Remix will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Remix Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Remix Solution in combination with other products, equipment, software or data not supplied by Remix; (iii) any modification of the Remix Solution by any person other than Remix or its authorized agents; or (iv) Customer's settlement or admission with respect to any claim without Remix's prior written consent (each an "Exclusion"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Remix, or any of its officers, directors, employees, shareholders, contractors, suppliers or representatives, for infringement claims and actions.

**10.2 By Customer.** Customer will defend at its expense any claim brought against Remix insofar as such claim is based on a claim by any third party arising from or relating to the Customer Data, the breach or alleged breach by Customer of Section 5.2 (Customer Warranties), or any Exclusion, and Customer will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Customer (including reasonable attorneys' fees and costs) resulting from such claim.



**10.3 Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

## **11. TERM AND TERMINATION**

**11.1 Term.** This Agreement will begin on the Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "**Term**"). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the effective date of the Order Form and continue in full force and effect for the time period specified therein, unless earlier terminated in accordance with the Agreement. Thereafter, the Order Form will automatically renew for additional terms of one (1) year unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.

**11.2 Termination for Breach.** Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

**11.3 Effect of Termination.** Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to delete or return all Confidential Information of the other party, as set forth in the Section 9; provided that, for clarity, Remix is not obligated to delete or return Resultant Data; and (c) any amounts owed to Remix under this Agreement will become immediately due and payable. Sections 1, 3.3-3.8, 4, 5.3, 5.4, 7.2, 8, 9, 10, 11.3, 11.4, 12 and 13 will survive expiration or termination of this Agreement for any reason.

**11.4 Data Extraction.** For sixty (60) days after the end of the Term, as applicable, Remix will make Customer Content and Licensed Materials available to Customer through the Remix Solution on a limited basis solely for purposes of Customer retrieving such Customer Content and Licensed Materials, except to the extent Remix has instructed Customer to delete it. After such period, Remix may destroy all copies of Customer Content and Licensed Materials in its possession.

## **12. CO-MARKETING.**

At the request of Remix, Customer agrees to the issuance of a joint press release on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the press release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to use of Customer's name and logo on Remix's web site and in Remix promotional materials. Customer agrees that Remix may disclose Customer as a customer of Remix.

## **13. MISCELLANEOUS**

**13.1 Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts of San Francisco County, California for any lawsuit filed there against Customer by Remix arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**13.2 Export.** Customer agrees not to export, report, or transfer, directly or indirectly, any U.S. technical data acquired from Remix, or any products utilizing such data, in violation of the United States export laws or regulations.

**13.3 Government End-Users.** Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is prohibited.

**13.4 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**13.5 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**13.6 No Assignment.** Except as provided in Section 13.10, either party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

**13.7 Compliance with Law.** Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

**13.8 Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) or failure to perform such duties or obligations will not be considered a breach of this Agreement if such delay or failure is caused by a labor dispute, shortage of materials, fire, earthquake, flood, denial of service or other cyber-attack, diminishment of telecommunications or data networks or services, refusal of a license by a government agency or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

**13.9 Independent Contractors.** Customer's relationship to Remix is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Remix.

**13.10 Subcontractors.** Remix may use the services of subcontractors and permit them to exercise the rights granted to Remix in order to provide the Services under this Agreement, provided that Remix remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Services as required under this Agreement.

**13.11 Notices.** All notices required or permitted under this agreement must be delivered in writing, if to Remix, by emailing [team@remix.com](mailto:team@remix.com) and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

**13.12 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

**13.13 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Remix.



## EXHIBIT A

### Service Levels

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.





## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Cover Memo

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#### **SUBJECT**

Napa Valley Transportation Authority (NVTA) Measure U Five-Year Project List

#### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board review and approve Resolution No. 25-05 NVTA's Measure U Five-Year Project List highlighting projects for Fiscal Years 2025-26 through 2029-30.

#### **EXECUTIVE SUMMARY**

In November 2024, Napa County voters approved Measure U, extending the one-half cent sales tax for transportation improvements through 2055. Replacing Measure T, Measure U provides dedicated funding for local street maintenance, active transportation infrastructure, and regional highway projects.

NVTA will receive \$1.2 million annually in Measure U sales tax revenue through FY 2029–30, which requires NVTA to submit a biennial Five-Year Project List at a public meeting to maintain funding eligibility and satisfy a key reporting requirement outlined in the Expenditure Plan. Specific Measure U expenditures or contracts for projects included in the Regional Transportation Enhancement Program will be brought to the NVTA Board at a later date.

#### **FISCAL IMPACT**

No.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Addrell Coleman, Associate Planner  
(707) 259-8235 / Email: [acoleman@nvta.ca.gov](mailto:acoleman@nvta.ca.gov)  
**SUBJECT:** NVTA Measure U Five-Year Project List

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board review and approve Resolution 25-05 (Attachment 1) NVTA's Measure U Five-Year Project List highlighting projects for Fiscal Years 2025-26 through 2029-30.

#### **COMMITTEE RECOMEMNDATION**

None

#### **BACKGROUND**

In November 2024, voters in Napa County approved the Napa Valley Transportation Improvement Act, known as Measure U, which authorizes the continuation of a one-half cent transactions and use (sales) tax to fund local and regional transportation improvements. Measure U replaces Measure T, the Napa Countywide Road Maintenance Act, which was approved by voters in 2012, and will sunset on June 30, 2025.

Measure U extends the sales tax for 30 years, beginning July 1, 2025, and provides a dedicated source of revenue to support the maintenance and rehabilitation of local streets and roads, investments in active transportation infrastructure, and contributions to regional highway improvements.

As part of Measure U implementation, NVTA is required to develop and maintain a Five-Year Project List. The Measure U Expenditure Plan authorizes the use of regional funds for capital investments under the Regional Transportation Enhancement Program (RTEP). NVTA will receive \$6 million total—\$1.2 million annually from FY 2025-26 through FY 2029-30—to support regional projects that improve mobility, key intersections, highway operations, and emergency evacuation infrastructure across Napa County.

These RTEP funds will support the planning, design, and implementation of the following projects listed in below in Table 1.

Table 1: NVTa Measure U Five-Year Project List

| <b>Project</b>                              | <b>Description</b>   |
|---|--|
| SR 29 / SR 12 (Airport)                     | Intersection improvements at SR 29 and Jameson Canyon/Airport Road and SR 12/Kelly Road  |
| SR 29 – American Canyon                     | Multimodal and operational improvements on SR 29 between Napa Junction Road and American Canyon Road   |
| SR 29-SR 12/121 (Carneros)                  | Intersection improvements at SR 29 and Carneros Highway  |
| Highway Operations and Emergency Evacuation | Project may include adaptive highway messaging signs and Vine Transit emergency evacuation operations or other transportation project related to emergency evacuation routes |

NVTa will continue to refine these projects as they advance in the development process and will bring any related expenditures or contracts to the Board for approval at a future date before expending Measure U funds on projects.

### **ALTERNATIVES:**

NVTa, as an eligible recipient of Measure U funds, is required to approve a five-year project list. If the Board does not approve the five-year list today, a project list will be required to be approved at a future meeting. Specific Measure U project expenditures will be brought back to the NVTa Board for approval at a future meeting.

### **STRATEGIC GOALS MET BT THE PROPOSAL**

Goal 3: Use taxpayer dollar efficiently

NVTa is following the intent of Measure U by moving forward regional projects that were voted on by the public in the passage of the program.

### **ATTACHMENT(S)**

- 1) Resolution 25-05

**RESOLUTION No. 25-05**

**A RESOLUTION FOR THE NAPA VALLEY TRANSPORTATION  
AUTHORITY APPROVING PROJECTS UNDER MEASURE U PROGRAM**

**WHEREAS**, on November 5, 2024 the voters of Napa County passed the Napa Valley Transportation Improvement Act, also known as Measure U, which continues a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure U Expenditure Plan; and

**WHEREAS**, the Napa Valley Transportation Authority-Tax Agency is the designated agency that administers and oversees the Measure U revenues; and

**WHEREAS**, the Napa Valley Transportation Authority is an eligible recipient of Measure U funds; and

**WHEREAS**, the tax proceeds will be used to pay for the projects outlined in the Measure U Expenditure Plan allocated to the County of Napa, cities, town, and NVRTA within Napa County ("Local Agencies") as set forth in Measure U; and

**WHEREAS**, under the Measure U Expenditure Plan, Measure U funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Ordinance; and

**WHEREAS**, the Napa Valley Transportation Authority has entered into a Master Agreement with NVRTA-TA that outlines procedures for Measure U expenditures, and

**WHEREAS**, the Napa Valley Transportation Authority provided a draft five-year project list to NVRTA-TA for the expenditure of Measure U funds as required by the Measure; and

**WHEREAS**, it has been determined by the NVRTA-TA Board that these expenditures meet the requirements of the Measure U Master Agreement.

**WHEREAS**, Measure U project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

**NOW, THEREFORE, BE IT RESOLVED** by the Napa Valley Transportation Authority Board as follows:

1. The Napa Valley Transportation Authority Board hereby adopts the Five-Year Project List as set forth in Exhibit "A,"

Passed and adopted this 21<sup>ST</sup> day of May, 2025.

\_\_\_\_\_  
Mark Joseph, NVTA Chair

Ayes

Nays:

Absent:

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Osman Mufti, NVTA General Counsel

# EXHIBIT "A"

## Measure U - Napa Valley Transportation Improvement Act

Jurisdiction Name: 

Napa Valley Transportation Authority

Primary Contract #1

Addressl Coleman

Email: 

acoleman@nvta.ca.gov

Phone: 

510-259-8235

Secondary Contract #2

Danielle Schmitz

Email: 

dschmitz@nvta.ca.gov

Phone: 

510-259-5968

Fiscal Years Included: 

FY #1 

2025-26

FY #2 

2026-27

FY#3 

2027-28

FY#4 

2028-29

FY#5 

2029-30

### Maintenance of Effort (MOE)

Please provide the following information to establish MOE amount and to validate information:

1. Enter Agency's most recently audited FY Revenues 

N/A
2. Enter Established Measure U MOE Amount for FY 25-26\* 

N/A

*\*Since this is the first year under Measure U, the Maintenance of Effort (MOE) requirement is based on 20% of the agency's most recently audited fiscal year revenues—in this case, that's FY 2023-24 Measure T revenues.*

**Please note:** Eligible expenses include local streets and roads maintenance and supporting infrastructure within the public right of way for pavement, sealing, overlays, reconstruction, associated infrastructure, as required, excluding any local revenues expended for the pupose of storm damage repair as verified by an independent auditor. One time allocations that have been expended for local streets and road maintenance, but which may not be available on an ongoing basis shall not be considered when calculating an Agency's annual maintenance of effort.

### Planned Measure U Expenditures

Please provide Five (5) year planned local streets and road maintenance projects beginning in FY 2025-30 (add rows as needed):

| Fiscal Year | Project Name                                | Project Description   | Total Project Cost | Measure U Funds | Other Funds | Project Phase (Design, ENV, PS&E, CON) | Is the Project Included in the Countywide Transportation Plan? (Yes/No) | Is the Project in the Jurisdiction's Capital Improvement Plan? (Yes/No) |
|-------------|---|---|--------------------|-----------------|-------------|--|---|---|
| 2025-30     | SR 29/SR 12 (Airport)                       | Intersection improvements at SR 29 and Jameson Canyon/Airport Road and SR 12/Kelly Road   | N/A                | \$6,000,000     | N/A         | Design, ENV, PS&E                      | Yes   | Yes   |
| 2025-30     | SR 29 - American Canyon                     | Multimodal and opreational improvements on SR 29 between Napa Junction Road and American Canyon Road  |                    |                 |             | Design, ENV, PS&E                      | Yes   | Yes   |
| 2025-30     | SR 29-SR 12/121 (Caneros)                   | Intersection improvements at SR 29 and Caneros Highway  |                    |                 |             | Design, ENV, PS&E                      | Yes   | Yes   |
| 2025-30     | Highway Operations and Emergency Evacuation | Project may include adaptive highway messaging signs and Vine Transit emergency evacuation operations or other transportation project related to emergency evacuation routes. |                    |                 |             | Design, ENV, PS&E                      | Yes   | Yes   |

Comment: Please provide any additional information to explaining your project list. E.g. This project list is the jurisdiction's CIP, the jurisdiction opted to include additional projects to have flexibility in completing a variety of projects

N/A

Note: The list will serve as the five-year list of projects required for submittal by each jurisdiction as stated in the Measure U Ordinance. These will be projects that will be delivered, depending on available revenues and when revenues become available. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested as evidence of a **public meeting** to ensure that the members of the public were able to comment on the proposed project list as well as a Resolution in



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Updates to Policies, Practices, and Procedures Manual: Transit

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve minor modifications to the Transit section of the Policies, Practices, and Procedures Manual.

### **EXECUTIVE SUMMARY**

Transit staff periodically review the Policies, Practices, and Procedures Manual and recommends revisions as needed. A recent review of the policies resulted in minor grammatical changes and additional clarifying language to existing policies regarding strollers, bikes and the Taxi Scrip program.

### **FISCAL IMPACT**

None.



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Libby Payan, Senior Program Planner/Administrator  
(707) 259-8782 / Email: [lpayan@nvta.ca.gov](mailto:lpayan@nvta.ca.gov)  
**SUBJECT:** Updates to Policies, Practices, and Procedures Manual: Transit

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve minor modifications to the Transit section of the Policies, Practices, and Procedures Manual.

### **COMMITTEE RECOMMENDATION**

None

### **BACKGROUND**

On March 13<sup>th</sup> and 14<sup>th</sup>, NVTA transit staff attended a specialized two-day training course hosted by Transdev's corporate team on how to improve customer experience. NVTA and Transdev worked collaboratively to take an introspective look at Vine Transit and how to improve the system from the rider's point of view and experience. One takeaway from that training was acknowledgement that the policy manual does not include a policy to guide the use of strollers onboard Vine buses.

After reviewing several transit agency's policies on the use of strollers onboard public transit vehicles, staff drafted up a policy that was agreed on by both NVTA and Transdev staff. While staff was drafting the new stroller policy, a complete review resulted in the additional staff recommended modifications listed below.

- Removed language about City of Napa on-demand service, which ended on January 12, 2025
- Minor grammatical and formatting edits
- Added language defining a "Regional Bus Route"



- Clarifying language regarding passenger comment cards
- Clarifying language regarding animals onboard the transit vehicles
- Additional language regarding bikes on buses
- Updated the language in the Taxi Scrip section to reflect the new programmatic and system updates that are being implemented in Fiscal Year 2025-2026

### **ALTERNATIVES**

The NVTA Board may decide to retain the current version of the Policies, Practices, and Procedures Manual: Transit without adopting the proposed changes.

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

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

The policy refinements will offer clearer guidance on the rules and regulations governing transit system operations.

### **ATTACHMENTS**

- (1) Redlined version of the Draft Updated Policies, Practices, and Procedures Manual: Transit Policies

NVTA  
POLICIES, PRACTICES, AND PROCEDURES MANUAL

TRANSIT POLICIES

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## **CHAPTER 1 INTRODUCTION**

### **Section 1.1. Overview**

The Napa Valley Transportation Authority (NVTa) is responsible for the provision of all public transit service in the Napa Valley. It is the agency's commitment to operate safe, effective, and efficient services, maintain the highest standards of quality, integrity and customer service, and comply with all applicable local, State and Federal laws. The policies and standards identified are designed to uphold these ideals.

#### **1.1.1 Service Standards**

| Service Type   | EFFECTIVENESS   |  |   |  |   |              |  |  |   | PERFORMANCE/EFFICIENCY                                      |                           |  |
|--|---|--|---|--|---|--------------|--|--|---|---|---------------------------|--|
|  | Density   | Peak and Base Frequencies*                                 | Service Span*   | Scheduling                             | Route Structure   | Load Factor* | Vehicles                                     | Stop Spacing   | Stop Amenities*   | Farebox Recovery  | Passengers per hour       | On-time Performance*   |
| <b>Local</b><br>(City of Napa Fixed Routes and Routes 10 and 11)       | 4,000 to 5,000 (Medium Density) [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 Saturday); 5AM to 9 PM for valley-wide commuter routes. | Clock Headways 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)   |
| <b>Regional (Urban)</b><br>(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 local areas to provide regional and intercity connectivity | 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)   |
| <b>Community</b><br>(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   | <del>90% of service will operate on time (between 0 minutes early and 5 minutes late)</del><br>90% of service will arrive within 30 minutes of call in |
| <b>City Demand Response</b><br>(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  |

\*Required by Title VI for Fixed Route Service Only

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### 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 respond to any deficiencies that may be the outcome of poor quality of service.

| Measure                             | Standard   |
|-------------------------------------|--|
| Total Ridership                     | <b>Fixed Route:</b> Increase over prior fiscal year<br><b>Paratransit:</b> Growth should not lead to denials<br><b>Community Shuttles:</b> Growth should not lead to excessive wait times  |
| Passengers per Revenue Vehicle Hour | <b>Fixed Route:</b> Greater than 80% of system average<br><b>Paratransit:</b> Greater than 2.0<br><b>Community Shuttles:</b> Greater than 4.0  |
| Load factor                         | <b>Fixed Route:</b> 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.<br><b>Paratransit:</b> Never exceed 1.0<br><b>Community Shuttles:</b> 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 | <b>Fixed Route:</b> Less than .01%<br><b>Paratransit:</b> 0%<br><b>Community Shuttles:</b> Less than .01%  |
| Scheduled On-Time Arrivals          | <b>Fixed Route:</b> Equal or greater than 90% on-time<br><b>Paratransit:</b> Equal or greater than 97% on-time<br><b>Community Shuttles:</b> 90% of service will arrive within 30 minutes of request for service.  |
| Passenger Injuries                  | <b>All Modes:</b> Less than 1 per 100,000 passenger trips  |
| Preventable Accidents               | <b>All Modes:</b> Less than 1 per 100,000 revenue miles  |
| Complaints                          | <b>Fixed Route:</b> Less than 1 per 100,000 revenue miles<br><b>Paratransit:</b> No more than 1 complaint for every 600 passenger trips.<br><b>Community Shuttles:</b> Less than 1 per 5,000 revenue miles   |
| Percent of Trips Denied             | <b>Paratransit:</b> 0%   |
| Cleanliness of Buses                | Interiors and exteriors cleaned daily  |
| Proximity to Service                | <b>Fixed Route:</b> 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.<br><b>Paratransit:</b> 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                | <b>Fixed Route:</b> Frequency of service should never be more than one bus per hour for local and intercity  |

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| 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                        | <b>Paratransit:</b> 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            | <b>Fixed Route:</b> Average age should not exceed 12 years.<br><b>Paratransit:</b> Average age should not exceed 4 years.<br><b>Community Shuttles:</b> Average age should not exceed 4 years.   |
| Average Mileage of Fleet by Vehicle Type        | <b>Fixed Route:</b> Average should not exceed 500,000 miles.<br><b>Paratransit:</b> Average should not exceed 100,000 miles.<br><b>Community Shuttles:</b> Average should not exceed 100,000 miles.  |
| Scheduled On-Time Arrivals                      | <b>Fixed Route:</b> Equal or greater than 90% on-time<br><b>Paratransit:</b> Equal or greater than 97% on-time<br><b>Community Shuttles:</b> 90% of service will arrive within 30 minutes of request for service.  |
| Passenger Injuries                              | <b>All Modes:</b> Less than 1 per 100,000 passenger trips  |
| Preventable Accidents                           | <b>All Modes:</b> Less than 1 per 100,000 revenue miles  |
| Complaints                                      | <b>Fixed Route:</b> Less than 1 per 100,000 revenue miles<br><b>Paratransit:</b> No more than 1 complaint for every 600 passenger trips.<br><b>Community Shuttles:</b> Less than 1 per 5,000 revenue miles   |
| Percent of Trips Denied                         | <b>Paratransit:</b> 0%   |
| Cleanliness of Buses                            | <b>All Modes:</b> Interiors and exteriors cleaned daily  |
| Percent Missed Trips per Trip Miles             | <b>Fixed Route:</b> Less than .01%<br><b>Paratransit:</b> 0%<br><b>Community Shuttles:</b> 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                                     | <b>Fixed Route:</b> 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.<br><b>Paratransit:</b> Never exceed 1.0<br><b>Community Shuttles:</b> Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak. |



| Measure                            | Standard   |
|------------------------------------|--|
| Frequency of Service               | <b>Fixed Route:</b> 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 extent possible  |
| Bus Stop Amenities                 | Stops which average 50 or more riders a day should have a shelter installed if feasible.   |
| Trip length                        | <b>Paratransit:</b> 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   |
|-------------------------------------|--|
| Total Ridership                     | <b>Fixed Route:</b> Increase over prior fiscal year<br><b>Paratransit:</b> Growth should not lead to denials<br><b>Community Shuttles:</b> Growth should not lead to excessive wait times  |
| Passengers per Revenue Vehicle Hour | <b>Fixed Route:</b> Greater than 80% of system average<br><b>Paratransit:</b> Greater than 2.0<br><b>Community Shuttles:</b> Greater than 4.0  |
| Subsidy per Passenger               | <b>Fixed Route:</b> At or less than \$6.50<br><b>Paratransit:</b> At or less than \$40<br><b>Community Shuttles:</b> At or less than \$15  |
| Operating Cost per Service Hour     | <b>Fixed Route:</b> At or less than \$60   |
| Operating Cost per Revenue Hour     | <b>Paratransit:</b> At or less than \$90<br><b>Community Shuttles:</b>   |
| Operating Cost per Passenger        | <b>Fixed Route:</b> At or less than \$4.50<br><b>Paratransit:</b> At or less than \$24<br><b>Community Shuttles:</b> At or less than \$75  |
| Farebox Recovery Ratio              | <b>Fixed Route:</b> Meet or exceed 15%.<br><b>Paratransit:</b> Meet or exceed 10%.<br><b>Community Shuttles:</b> Meet or exceed 10%.   |
| Load factor                         | <b>Fixed Route:</b> 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.<br><b>Paratransit:</b> Never exceed 1.0<br><b>Community Shuttles:</b> 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 | <b>Fixed Route:</b> Less than .01%<br><b>Paratransit:</b> 0%<br><b>Community Shuttles:</b> Less than .01%  |
| Scheduled On-Time Arrivals          | <b>Fixed Route:</b> Equal or greater than 90% on-time<br><b>Paratransit:</b> Equal or greater than 97% on-time<br><b>Community Shuttles:</b> 90% of service will arrive within 30 minutes of request for service.  |
| Complaints                          | <b>Fixed Route:</b> Less than 1 per 100,000 revenue miles<br><b>Paratransit:</b> No more than 1 complaint for every 600 passenger trips.<br><b>Community Shuttles:</b> Less than 1 per 5,000 revenue miles   |
| Percent of Trips Denied             | <b>Paratransit:</b> 0%   |

| Measure              | Standard  |
|----------------------|---|
| Proximity to Service | <p><b>Fixed Route:</b> 95% of dwelling units in areas having six or more units per acre to be located within 1-4 mile of a stop, all major destinations to be within 1-8 of a mile of a stop.</p> <p><b>Paratransit:</b> 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.</p> |
| Frequency of Service | <p><b>Fixed Route:</b> 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.</p>   |

### 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                     | <b>Fixed Route:</b> 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.<br><b>Paratransit:</b> 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                     | <b>Fixed Route:</b> 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 extent 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     | <b>Fixed Route:</b> Average age should not exceed 12 years.<br><b>Paratransit:</b> Average age should not exceed 4 years.<br><b>Community Shuttles:</b> Average age should not exceed 4 years.   |
| Average Mileage of Fleet by Vehicle Type | <b>Fixed Route:</b> Average should not exceed 500,000 miles.<br><b>Paratransit:</b> Average should not exceed 100,000 miles.   |

| Measure   | Standard  |
|---|---|
|   | <b>Community Shuttles:</b> Average should not exceed 100,000 miles.   |
| Total Ridership   | <b>Fixed Route:</b> Increase over prior fiscal year<br><b>Paratransit:</b> Growth should not lead to denials<br><b>Community Shuttles:</b> Growth should not lead to excessive wait times |
| Passengers per Revenue Vehicle Hour   | <b>Fixed Route:</b> Greater than 80% of system average<br><b>Paratransit:</b> Greater than 2.0<br><b>Community Shuttles:</b> 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   |

## CHAPTER 2 MAJOR SERVICE CHANGES

### Section 2.1. Overview

Prior to Board approval all major service changes will be subject to an equity analysis, which includes a disparate impact analysis and disproportionate burden analysis.

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#### 2.1.1 Major Service Change

A “Major Service Change” is defined as the following, unless otherwise noted under E. EXCEPTIONS:

- A. A new transit route. (The reassignment of existing route numbers, including reassignment of numbers resulting from splitting or combining two or more existing routes, which creates a new route “number” will not constitute a new transit route. Should the adjustment impact miles or hours, criteria (c) and (d) shall be considered); or
- B. New service on streets not previously used by any route (excluding major arterial streets and streets designated as a truck route); or
- C. Any aggregate change of 30 percent or more of the number of transit revenue hours of a route computed on a daily basis for the day of the week for which the change is proposed; or
- D. Routing changes that alter 40 percent or more of a route’s path. Minor changes to an existing route shall not constitute a “major change in route.”
- E. EXCEPTIONS: Exceptions to the major adjustments of transit service include:
  - 1. Changes to a service on a route with productivity levels at 50 percent or below of NVTAs Transit standards in a typical service day are not considered “major” unless service on that route is eliminated completely on any such day. Productivity standards are based on NVTAs Transit’s route typology as adopted in the Short Range Transit Plan.
  - 2. Headway adjustments from existing headways of up to 20 minutes not made in conjunction with a change in revenue vehicle miles or hours provided in (c) and (d) above.
  - 3. Standard seasonal variations, unless the variation, as compared to operations during the previous season, fall within the definition of major adjustments listed above.
  - 4. The introduction or discontinuation of short- or limited-term service (e.g., promotional, demonstration, seasonal or emergency service, or service provided as mitigation or

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diversions for construction or other similar activities), as long as the service will be or has been operated for no more than twelve months. Emergency service changes include changes in routes of service frequencies that may be necessitated due to a disaster that severely impairs public health or safety; changes in access to public streets (such as street closures); or the ability of Agency equipment to travel on public streets.

5. The restoration of service previously eliminated due to budget constraints, provided the service runs on the same route as it had prior to its elimination, subject to minor deviations that do not exceed the requirements of (a), (b), (c), or (d) above.
6. Changes to infrequent, seasonal, or supplemental routes, including supplemental school routes that meet the requirements of (a) or (b).

## CHAPTER 3 PASSENGER FARES, PASSES & TRANSFERS

### Section 3.1. Definitions

For the purposes of these policies, the following definitions shall apply:

**Fare:** The fee charged and received by NVRTA in exchange for transit services provided. The fare can be in the form of cash payment at the time of service, prepayment through other means or Clipper. Many transit fares are typically collected and recorded via an electronic recording device, known as a farebox; however, this is not the only method of collecting and recording fees. This policy may use the term fare and farebox interchangeably and shall be interpreted as the totality of the fees.

**Base Fare:** For purposes of the fare policy, the base fare will be defined as the single unlinked trip, full cash fare.

**Youth Fare:** Fare for any rider 18 years of age and under (photo ID with proof of age required).

**Child Fare:** Fare for any child 5 years of age and younger.

**Express Bus Route:** A deluxe bus route characterized by one or more segments of high-speed, non-stop operation, and with a limited number of stops which are generally provided for commuter service.

**Fare Media:** Fare media shall be defined as all passes, tickets, cards or IDs sold or otherwise distributed for use on various NVRTA services.

**Half-Fare:** Fares, as defined above, for eligible persons with disabilities, senior riders or Medicare cardholders. The cash half fare is the maximum of one-half of the full cash fare or the current FTA guidelines (Code of Federal Regulations, Title 49, Subtitle B, Chapter VI, Part 609), rounded down to an increment of \$0.05.

**Local Bus Route:** Any fixed route bus service not designated as an express, regional, or shuttle bus route.

**Regional Bus Route:** Any fixed route bus service not designated as an express, local or shuttle bus. Characterized as longer multi-jurisdictional routes with frequent stops and do not contain segments of high speed, non-stop operation.

**Shuttle Bus Route:** Local distribution services that operate in a small area and are used for shorter than average length trips are classified as shuttle services.

**Mode:** Defines the different types of services offered by NVRTA, which includes local bus, express bus, shuttle bus and Paratransit.

**Senior:** Any person aged 65 or older (photo ID with proof of age required at boarding).

**Person with Disability:** People who meet the currently enforced Federal Transit Administration's (FTA) definition of people with disabilities. At the time of the adoption of this policy, the definition is: *"any individual who, by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi-ambulatory capabilities), cannot use effectively, without special facilities, planning or design,*



*mass transportation service or a mass transportation facility."*

**Medicare Cardholders:** Individuals who have been issued a Medicare card, regardless of age or disability.

**Day Pass:** A 24-hour period pass valid for unlimited travel on all VINE fixed route services (excluding Route 29) for one calendar day from the time of activation through the end of the service day.

**Monthly Pass:** A thirty (31) day period pass valid for unlimited travel on all VINE fixed route services (excluding the Route 29) for 31 calendar days from the day of activation through the end of the 31st consecutive service day.

### **Section 3.2. Fare Policies**

Napa Valley Transportation Authority's (NVTa) Fare Policy establishes principles and policies that govern recovery of passenger revenues in support of NVTa's vision of the Vine being a customer-driven and efficient public transportation system serving the County of Napa.

#### **3.2.1 Revenue Collection Principles**

Generally, fares are required to generate revenue to offset a component part of NVTa's expenses as defined by the Transportation Development Act (TDA) as part of a sustainable long-term Financial Plan. The following principles guide establishment and management of NVTa's fare revenue collections:

- A. Promote ridership on all transit related services: NVTa seeks to encourage and facilitate transit ridership within VINE's service area. Vine's fares shall; therefore, be devised to be attractive to the widest possible range of existing and potential rider groups.
- B. Equitable fares: To be equitable, fares must take into account the needs of Vine's riders as well as the cost and value of the service provided by the Vine. Vine's fares shall support the travel patterns and requirements of transit riders throughout the service area and shall also reflect differences in the characteristics and frequency of the service provided, while not undervaluing Vine's service.
- C. Enhance mobility & access: Vine fares shall enhance the ability of riders to access the system and move through it with ease. To do so, Vine fares shall be easy to understand and shall promote a unified system by simplifying and, where effective and possible, unifying fares across services.
- D. Effective & cost efficient: Vine's fare pricing, fare policy, fare media distribution channels, and fare collection technologies shall be developed and operated to be easily applied by transit operating employees, as well as to minimize the costs associated with fare collection, fare media distribution and revenue processing.
- E. Management: Vine's fares and fare collection system shall be designed to facilitate data collection to foster analytical decision making by NVTa's staff.

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In keeping with these principles, the policies governing Vine's fares are set forth below:

- A. **Farebox Recovery:** Vine collects fares from passengers riding its transit services as one element of funding these services. These fares are then used to offset the costs of providing the transit service, otherwise known as Farebox Recovery. The Farebox Recovery ratio is defined as the ratio of the transit fares to the operating costs. NVTAs farebox recovery ratio target shall be equal to those targets set forth by Transit Development Act regulations. Urban transit services, Vine and American Canyon Transit, have a farebox recovery target different than that of rural transit (Calistoga Shuttle, St. Helena Shuttle and Yountville Trolley) and ADA Paratransit services. See note D at the end of this document for current regulatory farebox recovery rates.
- B. **Vine Fare Adjustments:** Fare adjustments are defined as any permanent changes to Vine's fare structure. Decisions on fare adjustments are made by the NVTAs Board of Directors. Prior to making a decision on a fare adjustment, the Board shall consider the recommendation by NVTAs staff, including but not limited to an analysis of the impacts on minorities and low-income individuals consistent with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq), the Federal Transit Administration (FTA) Title VI regulations (49 CFR part 21), and FTA's Circular 4702.1B, including any future amendments thereto, as well as NVTAs Title VI Policy. Prior to raising a fare, NVTAs shall solicit and consider public comment in compliance with 49 USC Chapter 53 and FTA Circular 9030.1C, including any future amendments thereto. Implementation of a fare adjustment shall occur no earlier than 30 days and no later than 12 months following approval by the Board of Directors. Any change in the fare shall be rounded to the nearest \$.05.

Fare adjustments shall be considered by the NVTAs Board under the following scenarios:

- 1. Following NVTAs annual report if VINE has failed to meet its farebox ratio goal defined in the fare policy.
- 2. Every three years the NVTAs Board of Directors will consider fare adjustments to match the previous three years of CPI-U for the San Francisco – Oakland – San Jose Region or to match the percent increase in Vine expenditures for the previous three years whichever is greater. Unless the farebox ratio for the previous fiscal year is equal to or greater than 20%. In which case fare increases shall be paused.

NVTAs staff will annually report to the Board a review of farebox revenues and the farebox recovery ratio for the entire system and service. NVTAs staff will recommend possible

solutions for meeting the minimum farebox recovery if analysis indicates it has not been met. Solutions may include a recommendation for a fare adjustment. Such recommendation will include consideration of economic trends, Vine's current and future operating health and the value of services, both qualitative and quantitative, in the communities served.

- C. **Fare Differentials:** Vine's fares shall balance simplicity and uniformity of fares with the equity of pricing services consistent with the cost and value of providing that service. The number of fare types, levels, and fare payment instruments shall consider the ease of enforcement by vehicle operators, ease of understanding by customers and the ease of tracking with both the farebox technology and the back-office technology.

Services that cost more to operate or provide additional value to passengers compared with local bus service are considered premium services, and may be priced higher (but never lower) than local bus service. Premium services include express buses, paratransit, and if implemented in the future, bus rapid transit. The price structure for each premium service will be set separately.

Local distribution services that operate in a small area and are used for shorter than average length trips provide less value to riders and are classified as shuttle services. Shuttle services may be priced equal to or lower than local bus service.

- D. **Vine-GO Paratransit Fares:** Vine Go's policy, in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12143) and the implementing FTA Regulations (49 CFR Section 37.121) is that ADA complementary paratransit fares will equal twice the regular fixed-route fare for the same trip. If the Act is changed, this policy shall be changed to be consistent with federal law. If ADA complementary paratransit provides service beyond or in addition to the federally defined ADA complementary paratransit service, a higher fare shall be charged for that service.

- E. **Vine Local Passes:** Prepayment of fares on the fixed-route system shall be encouraged. Monthly local Vine passes shall be discounted to provide some savings to commuters compared with the cash fare, but not less than 30 (See Attachment A) times the cash fare. Day passes shall be priced at least equivalent to the cost of three boardings and no more than the cost of six boardings. Twenty ride passes shall provide the equivalent of 20 rides and shall be discounted no more than 10% (See Attachment A) from the actual value. These policies shall be applied equitably across all fare types (Adult, Youth and Discount). Passes shall be priced to expedite the

boarding process.

Employer, university or schools and other qualifying group pass programs shall be priced so that either:

1. The anticipated average revenue per boarding to VINE from such programs is approximately equal to or greater than VINE's average revenue per boarding for the two most recent fiscal years excluding these programs, or
2. The anticipated revenue from the program is at least equal to the estimated revenue previously generated by the riders switching to the program.

**F. Vine Express Fares and Passes**

1. **Vine Route 29:** Vine Route 29 is a partially grant funded premium express service from The Redwood Park and Ride in the City of Napa to the El Cerrito Del Norte BART Station. As such it is primarily intended to service commuters traveling to and from the Bay Area. As a grant funded route, the farebox requirement for the Route 29 is 20% and the fare structure is independent of the local Vine routes. As a commuter route, the discounted fare provisions of this policy do not apply to the Route 29, therefore, all cash and pass fares shall be equal. The Route 29 farebox ratio and fares shall be reviewed on the same schedule set forth for the local routes but there is no provision for automatic increases to the fares. Passes will cost no less than 20 (See Attachment B) times the cash fare. Only Route 29 monthly passes shall be valid on the Route 29. Punch passes can be used on the Route 29 but a single ride will cost multiple punches depending on the destination. Transfers are not accepted onto the Route 29 but transfers shall be issued for use on other eligible VINE routes upon request.
2. **Vine Route 21:** Vine Route 21 is a grant funded premium express route servicing a connection between the Soscol Gateway Transit Center and the Suisun City Train Depot. As a grant funded route, the Route 21 is not required by law to meet a specific farebox recovery ratio but by NVTa policy it is the goal of the agency to reach a farebox recovery ratio equal to that of the regulatory minimum for rural transit services. The Route 21 farebox ratio and fares shall be reviewed on the same schedule set forth for the local routes but there is no provision for automatic increases to the fares. Cash fares for the Route 21 are set independent of the VINE local fares and as a commuter route the discounted fare provisions of the

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local VINE service do not apply to the Route 21. The Route 21 does not have a distinct monthly pass but all other passes are valid for use on the Route 21. In the case of a punch pass one ride shall be equal to two punches. Transfers are accepted onto the Route 21 from any other VINE route.

- G. **Local Shuttle Services:** Local shuttle service fares (St. Helena, Yountville, Calistoga and American Canyon) are defined by the individual Agreements between the jurisdiction and NVT. These shuttle services are not subject to any provision stated in the Fare Policy except those required by law and defined within the relevant Agreement.
- H. **Promotions and Special Events:** Fare promotions, including special event fares, may be used to attract riders to Vine services. Fare promotions can be a cost-effective method of attracting riders to new services (such as new bus routes) and existing services. For the purpose of this policy, Fare Promotions shall be defined as any new fare card, fare media, cash fare or other transit fare which is not part of the adopted fare structure and may be priced higher or lower than Vine's regular fares. Fare Promotions are not required to include a specific fare for seniors, Medicare cardholders or individuals with disabilities, however the rates charged seniors, Medicare cardholders or individuals with disabilities during off-peak hours must not exceed one-half of the rates generally applicable to other persons at peak hours (excluding the Fare Promotion) as required by FTA regulations (Code of Federal Regulations, Title 49, Subtitle B, Chapter Vi, Part 609). Fare promotions must be able to be implemented within the capabilities of the current fare collection technology in use at the time of the implementation. Fare promotions shall not exceed a six (6) month period. If the promotion is deemed to be successful and management desires it to be part of the fare structure, then management shall bring the issue and analysis to the Board of Directors for adoption into the current fare structure. Should the fare promotion result in "free rides". Pass holders with a 31-day pass activated before the beginning of the promotion and valid during the period of the promotion shall receive a period pass equal to the free period. To remain equitable all paratransit service shall be free during free ride promotions
- I. **New Payment:** Options Fare payment options that effectively attract a different market segment or encourage increased use of Vine services by current riders shall be developed; but must be within the realm of current or planned hardware, software and back-office technologies. Initial pricing for such options shall be set such that VINE is not expected to lose fare revenue, unless the Board of Directors specifically approves an estimated amount of lost revenue.
- J. **Design:** The design of fare payment instruments shall consider the

ease of enforcement by bus operators, ease of understanding by customers and the ease of tracking with both the farebox technology and the back-office technology.

- K. **Child and Youth Fares - Vine Local Route Services:** Up to two children, 5 years of age or less, ride free with each adult over 18 paying their fares. Additional children must pay \$.50 per child. No child under the age of seven may ride without an accompanying adult.

Youth shall be defined as persons ages 6 - 18. Youth may qualify for a reduced fare based on the type of service being provided and the publicized fare. Youth fare is calculated by subtracting \$.50 from the full adult fare. In all cases, the youth will no longer qualify for any youth discounts on their 19th birthday.

- L. **Half-Fare Program – Vine Local Fixed Route Services:** The objective of the Half-Fare Program is to provide reduced fares for fixed route services for seniors, persons with disabilities and Medicare cardholders in compliance with the Federal Transit Administration's half-fare requirements (Code of Federal Regulations, Title 49, Subtitle B, Chapter Vi, Part 609).

Who is eligible for the half-fare program?

1. Persons aged 65 and older, unless the FTA regulations defining seniors are changed in the future, in which case the FTA regulations shall be followed.
2. Medicare cardholders
3. People who meet the currently enforced Federal Transit Administration's (FTA) definition of people with disabilities. At the time of the adoption of this policy, the definition is: *"any individual who, by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi-ambulatory capabilities), cannot use effectively, without special facilities, planning or design, mass transportation service or a mass transportation facility."*

## NOTES

- A. The local monthly pass multiplier is based on an analysis of other local transit services within the Bay Area and what is currently being used by the Vine. See Attachment A.
- B. The discount for the punch pass is based on an analysis of other local transit services within the Bay Area and what the VINE is currently using. See Attachment A.
- C. The Route 29 monthly pass multiplier is based on an analysis of other express route services within the Bay Area and what is currently being used by the Vine. See Attachment B.
- D. As of June 1, 2014 the regulatory minimum farebox recovery ratio is 16% for urban transit services and 10% for rural and ADA paratransit services.
- E. Vine offers reduced fares to senior citizens and disabled persons. The Vine honors the federal Medicare identification card, the California Department of Motor Vehicles disability ID card, the Regional Transit Connection Discount Card, or any other current identification card issued by another transit operator that is valid for the type of transportation service or discount requested; and when offering reduced fares to senior citizens, it also offers the same reduced fare to disabled patrons.

## CHAPTER 4 PASSENGER COMPLAINT & COMMENT POLICIES & PROCEDURES

### Section 4.1. Overview

NVTA maintains a philosophy of providing exceptional customer service and responsiveness to the public.

#### 4.1.1 Complaints & Comments

- A. Complaints and comments from the public may be received electronically through email and the Vine/NVTA web site, prepaid comment cards available in English and Spanish on Vine vehicles, standard written correspondence, testimony at public meetings, and/or via telephone or in-person communication.
- B. NVTA's transit operations contractor may also receive complaints or comments in one or more of the formats noted above
- C. When complaints are received, NVTA staff and/or contractor will acknowledge receipt of the complaint within 24 business hours from the time it is received.
- D. All complaints should be investigated and resolved within 5 business days.
- E. Complaining party shall be notified of the agency's resolution of the complaint within 5 business days. NVTA's contractor shall maintain documentation of all complaints received and their resolution and provide monthly written summaries to be included in the contractor's monthly invoice to NVTA.
- F. NVTA's contractor shall maintain documentation of all complaints received and their resolution and provide monthly written summaries to be included in the contractor's monthly invoice to NVTA.
- G. NVTA will ~~store physical comment cards and emails~~ on the shared office drive available **(H:\NCTPA\TRANSIT\03\_Complaints & Suggestions)** so that all NVTA personnel can review ~~complaints~~. Additionally, NVTA utilizes ~~an online software~~ to receive, track, and respond to comments, complaints and suggestions.
- H. Copies of relevant comment cards received shall be shared with the agency's contract operator with the originals retained in hard copy or electronic form.

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#### **4.1.2 Requests for Reasonable Modification**

Public Transit passengers with disabilities may request reasonable modifications be made to accommodate their use of public transit.

- A. Requests should be made in written form and submitted to the Manager of Public Transit.
- B. Individuals requesting modifications shall describe what they need in order to use the service.
- C. Individuals requesting modifications are not required to use the term “reasonable modification” when making a request.
- D. Whenever feasible, requests for modifications shall be made and determined in advance, before the transportation provider is expected to provide the modified service, for example, during the paratransit eligibility process, through customer service inquiries, or through NVTA’s complaint process.
- E. Where a request for modification cannot practicably be made and determined in advance (e.g., because of a condition or barrier at the destination of a paratransit or fixed route trip of which the individual with a disability was unaware until arriving), operating personnel shall make a determination of whether the modification should be provided at the time of the request. Operating personnel may consult with NVTA management before making a determination to grant or deny the request.
- F. Requests for modification of NVTA’s policies and practices may be denied only on one or more of the following grounds:
  - (1) Granting the request would fundamentally alter the nature of NVTA’s services, programs, or activities;
  - (2) Granting the request would create a direct threat to the health or safety of others;
  - (3) Without the requested modification, the individual with a disability is able to fully use NVTA’s services, programs, or activities for their intended purpose.
- G. In determining whether to grant a requested modification, NVTA shall be guided by the provisions of Department of Transportation 49 CFR Part 37, § 37.169 Appendix E.

## CHAPTER 5 ADA PARATRANSIT POLICIES

### Section 5.1. Service Overview

**Section 5.2. NVTA Eligibility Standards** In compliance with the American's with Disabilities Act (ADA) of 1990 the Napa Valley Transportation Authority (NVTA) provides complementary paratransit service (Vine Go) to the Vine fixed route bus system. This service is available to all individuals deemed eligible that are making a trip with an origin and destination within three-quarters (¾) of a mile of a Vine fixed route corridor. Vine Go paratransit operates as a curb-to-curb service.

Per the ADA regulations individuals falling into one or more of the below categories are eligible to receive complementary ADA paratransit service:

Category 1: Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the fixed route system which is readily accessible to and usable individuals with disabilities.

Category 2: Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any fixed route vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.

Category 3: Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

- Under this condition an emphasis is placed on prevents. A condition which makes traveling to boarding location or from a disembarking location more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility.
- Architectural barriers not under the control of the public entity providing fixed route service and environmental barriers (e.g., distance, terrain, weather) do not, standing alone, form a basis for eligibility under this paragraph. The interaction of such barriers with an individual's specific impairment-related condition may form a basis for eligibility under this standard, if the effect is to prevent the individual from traveling to a boarding location or from a disembarking location

### Section 5.3. Eligibility Determination Process

Individuals wishing to apply for ADA paratransit service shall submit an application to NVTA and schedule an appointment with NVTA's designated eligibility contractor. Applicants will complete an in-person or telephone evaluation performed by NVTA's contractor before a determination of eligibility is made. All

decisions regarding an applicant's eligibility shall be rendered in written form within twenty-one (21) days of receiving the applicant's determination form regardless of any follow up.

#### **Section 5.4. Eligibility Categories**

NVTA separates eligible individuals into three distinct categories: unconditional, conditional, and temporary. Unconditional eligibility is assigned to individuals who are unable to use fixed route transit under any circumstances. Conditional eligibility is assigned to individuals who are able to independently use fixed route transit under some circumstances. Those "circumstances" are determined at the time of an applicant's evaluation and are then adhered to when scheduling rides. Temporary eligibility is assigned to individuals who experience a temporary loss of functional ability that prevents them from using fixed route service. Each eligibility category shall result in differing terms regarding the span of time in which an individual is certified to use ADA paratransit. Individuals deemed unconditional shall remain eligible indefinitely due to the fact most disabilities that would result in this type of categorization do not improve with time. Unconditional individuals will receive a letter every three (3) years to ensure the most up to date information is on record. Conditionally eligible individuals shall remain certified for a period of three (3) years. Prior to their expiration conditionally eligible individuals will be sent a letter asking to renew as well as a new application. The determination of eligibility may change during their renewal, should their disability either improved or deteriorated. Temporarily eligible individuals will also be sent a letter and application at the end of their term giving them the opportunity to renew should they feel that their condition still prevents them from riding fixed route transit.

#### **Section 5.5. Appeals Process**

If a paratransit applicant is deemed ineligible and does not agree with the determination they have the right to appeal the decision. To formally appeal a decision a letter must be submitted to NVTA within 60 days of receiving an eligibility determination letter. The letter shall be addressed to NVTA 625 Burnell St. Napa, CA 94559 to the attention of the Manager of Public Transit. Upon receiving the letter an appeals panel will be assembled to hear an applicant's appeal. The applicant or someone they appoint to speak on their behalf shall be contacted and an in person meeting with the panel will be scheduled. The panel shall consist of a member of Napa County's Paratransit Coordinating Council (PCC), a member of NVTA's Evaluation Contractor's evaluation staff, and the Manager of Public Transit or his/her designated staff member. The appeals panel will render a final written decision within thirty (30) days of hearing the appeal. Should the appeals panel not render a decision within the thirty (30) days after the completion of the appeals process, NVTA shall provide paratransit service to the applicant until a decision is rendered. Free transportation shall be provided to the appealing applicant and their personal care attendant (PCA) to the appeals hearing.

### **Section 5.6. Visitors**

Complementary paratransit service is available to visitors. A visitor is defined as anyone coming from an area outside of the nine (9) Bay Area Counties. All visitors must submit a proof of eligibility as determined by the jurisdiction in which they formally reside prior to their use of the Vine Go system. In a case where an individual has no formal documentation of ADA eligibility, the individual is to provide documentation of residence outside of the Bay Area, and if the individual's disability is not apparent, proof of disability. Visitors shall be able to use Vine Go for a total of twenty-one (21) days within a three hundred and sixty-five (365) day period. Should an individual need service beyond the twenty-one (21) total days they shall be required to apply for local certification.

### **Section 5.7. Reservation and Scheduling**

Eligible individuals may schedule their trips as early as seven (7) days in advance or as late as the day before the intended trip. For clarification, the "day before" is not considered to be twenty-four (24) hours prior to the intended trip. A request for a morning trip can be made in the afternoon of the day before. Trips are scheduled on a first come, first serve basis. No trips will be given priority over the other based on trip purpose or destination. Reservationist may negotiate an eligible individual's requested pickup time up to one hour before or after the desired pickup time. Reservationists shall be available to schedule trips from 8:00AM to 6:00PM, Monday through Friday and 8:00AM to 5:00PM Saturday through Sunday. NVRTA does not provide subscription service.

### **Section 5.8. Hours of Operation and Service Area**

NVRTA shall operate complementary paratransit service during the same days and hours that fixed route service operates. Thus, if an individual can travel from a given origin to a given destination on a particular fixed route at a certain time of day, a paratransit eligible person must also be able to travel from the same origin to that same destination on paratransit at that time of day. Because paratransit service is required to be available during the same hours and days as the fixed route system, and because not all fixed routes will necessarily be operating at a given time on a given day, the shape of the paratransit service area can be expected to change accordingly. For example, it is common for certain routes to not run late at night or on Sundays. Those routes, and their associated paratransit corridors, are not served with paratransit when the fixed route system is not running on them.

### **Section 5.9. Fares**

NVRTA shall set its fares for paratransit trips at twice that of a comparable fixed route trip. Eligible individuals shall pay their fare upon boarding. Personal care attendants (PCA) that are specifically identified in an eligible individual's file ride for free. Should an eligible individual have a companion that is not their designated PCA, that individual shall be required to pay the same fare amount as the eligible individual they are travelling with.

### **Section 5.10. Mobility Devices**

Vine and Vine Go transit vehicles are designed to accommodate most wheelchairs and mobility aids. NVTA defines a wheelchair as a mobility aid that belongs to any class of three or more wheeled devices, is manual or powered, usable indoors and/or outdoors, and designed or modified for an individual's mobility impairments. The maximum amount that a lift on the fixed route system can safely accommodate is 600lbs (rider and mobility device combined). Some ramp equipped fixed route vehicles can accommodate 800lbs however there is no guarantee that those specific vehicles will be available for one's trip. For safety reasons riders and their mobility device that have a combined weight of 600lbs or more are encouraged to use paratransit. The maximum the lifts on NVTA's paratransit fleet can safely accommodate is 800lbs. If the combined weight of a rider and their mobility device is 800lbs or greater Vine Go cannot accommodate them safely and the rider will be directed to make other transportation arrangements.

### **Section 5.11. Passenger Accompaniment**

NVTA guarantees any eligible paratransit user one travel companion. Additional persons accompanying eligible individuals are to be served on a space-available basis to prevent displacement of other ADA paratransit eligible individuals. NVTA does not limit who the companion may be; the companion may be a family member, friend, or business associate, etc. NVTA requires that the eligible individual reserve a space for the companion when reserving his or her own ride. A personal care attendant (PCA), someone designated or employed to assist the eligible individual, may always ride with the eligible individual. If there is a PCA on the trip, the eligible individual may still bring a companion, as well as additional companions on a space-available basis. To be considered as "accompanying" the eligible individual, a companion must have the same origin and destination points as the eligible individual.

NVTA allows service animals to accompany paratransit users on all trips. A service animal is defined by the ADA as "any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items." Emotional support, therapy, comfort, or companion animals are not considered "service animals" as they have not been trained to perform a specific job or task. Operational staff may ask if an animal is a service animal or ask what tasks the animal has been trained to perform in cases where it is not obvious that an animal is a service animal. NVTA shall not require the exclusion of a service animal unless the animal is out of control and the animal's owner does not take effective action to control it or the animal poses a direct threat to the health or safety of others. NVTA does not limit the number of service animals accompanying a user as long as each animal meets the definition of a service animal and is kept under the control of the rider.

### Section 5.12. Passenger Assistance

As defined in Section I of these policies NVRTA's ADA paratransit shall operate as a curb-to-curb service. Drivers will provide assistance beyond the curb on an as-needed basis. NVRTA shall ask users upon requesting their ride to inform the reservationist if this aid is needed for their pickup and/or drop-off. Should a user not inform the reservationist or a barrier becomes present that was unknown creating the requirement of assistance from the driver, assistance shall not be denied. Although assistance beyond the curb shall be provided on a ~~case-by-case~~ basis it is NVRTA policy that drivers are able to maintain "effective continuing control" of the vehicle. Effective continuing control is defined by the NVRTA as the driver being able to maintain visual contact with the vehicle at all times in cases where a user needs assistance beyond the curb. Drivers are also prohibited to enter private residences or past the first exterior door of any other building even if visual contact with the vehicle can be maintained.

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### Section 5.13. No-Shows

A no-show is defined as a situation where a rider does not take a scheduled ride or cancels their trip an hour or less before their scheduled pickup time due to reasons within their control. Trips missed due to sudden illness, family emergency, or transit agency error or lateness considered outside of the rider's control are not considered a "no-show". A no-show often results in a wasted trip that could have otherwise been given to someone else. Due to critical nature of paratransit trips NVRTA takes chronic no-shows very seriously. ADA regulations allow paratransit service to be suspended for a reasonable amount of time when a rider consistently does not appear for scheduled trips. Missing three (3) trips or 10% or more of a passenger's total trips in a calendar month is considered chronic no-show behavior. If a rider presents chronic no-show behavior, he or she will be provided with written notification of their impending suspension and the degree of their penalty. The penalties are described below:

- 1st month – Passenger will receive a phone call and a letter to review the policy and rider expectations.
- 2nd month – Seven (7) day suspension
- 3rd month – Fourteen (14) day suspension
- 4th month and after – increasing penalties by one (1) week up to one (1) month suspension.
- Penalties will reset after a year period from the first warning letter.

At any point that an individual receives a written warning or impending suspension notice they may appeal the suspension within sixty (60) days of receipt. The appeals panel will render a final written decision within thirty (30) days of receiving the appeal.

### Section 5.14. Pick-Ups

NVRTA requests that riders be ready for pick-up at their scheduled time. Drivers shall wait five (5) minutes past the scheduled pick-up time for a registrant to make an indication they are present and planning to make their trip. If a registrant does not show themselves or make a good faith effort ~~to~~ to inform the driver they are

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making their way to the vehicle the driver will depart and the registrant will be considered a no-show. This five (5) minute window shall commence from the scheduled time of pick-up, not when the vehicle arrives. If a driver arrives prior to the scheduled pick-up, they cannot commence the countdown until the scheduled pick-up time. Should a driver arrive early there is no obligation for the registrant to board the vehicle. Although there is no obligation a registrant may elect to depart early, and the trip will be considered early. A trip is considered “on-time” when a vehicle arrives within thirty (30) minutes of the scheduled pick-up time. If the vehicle arrives outside of the thirty (30) minute window they are considered late. To ensure a high quality of service NVTA expects that 90% of pick-ups are either on-time (within the 30-minute window) or are early.

#### **Section 5.15. Denials and Missed Trips**

NVTA shall have no denials of service. NVTA’s operator shall make it a top priority to provide enough capacity on the system to meet demand. Missed trips are trips that are not completed due to agency error. They shall be defined as follows.

- The vehicle arrives and leaves before the beginning of the pickup window without picking up the rider and without any indication from the rider that he or she no longer wants to make the trip. Note that a rider is not obligated to board until the beginning of the pickup window or—for transit agencies that have a 5-minute wait-time policy—from the start of the pickup window until 5 minutes have elapsed.
- The vehicle does not wait the required time within the pickup window, there is no contact with the rider, and the vehicle departs without the rider. Note that if during the wait time the rider indicates he or she no longer wants to take the trip, this is typically recorded as a “cancel at the door.”
- The vehicle arrives after the end of the pickup window and departs without picking up the rider (either because the rider is not there or declines to take the trip because it is now late).
- The vehicle does not arrive at the pickup location.

#### **Section 5.16. Trip Length**

NVTA shall sample twenty (20) random weekday trips, five (5) Saturday trips, and three (3) Sunday trips on a monthly basis to ensure that travel times are comparable to the travel times an individual would have on a comparable fixed route trip. NVTA expects trips to be comparable 95% of the time.

#### **Section 5.17. Equivalent Service**

NVTA operates four on-demand shuttle services in the communities of Calistoga, St. Helena, Yountville, and American Canyon. These on-demand services shall operate as complementary ADA paratransit for all trips originating and ending within their respective service areas. To ensure equitable service NVTA shall ensure that response times, fare, geographic service area, hours/days of operation, restrictions, availability of information and reservation capability, and constraints on capacity or availability are equal between ADA and non-ADA eligible riders of each on-demand shuttle service.

## **CHAPTER 6 CHARTER & SCHOOL BUS**

### **Section 6.1. Statement of Policy**

Consistent with federal regulations, NVTa shall not operate charter or school bus services except as permitted under CFR 49 - Part 604 and 49 CFR Part 605

## **CHAPTER 7 SHARED VEHICLE PROGRAM**

### **Section 7.1. Statement of Policy**

The Shared Vehicle Program shall be expressly for 501(c)(3) organizations that serve the elderly and/or disabled.

#### **7.1.1 Participation**

Participating organizations must:

- A. Sign a Memorandum of Understanding (MOU) with NVTa;
- B. Identify a staff member or volunteer from their agency as a prospective driver
- C. Add driver on the borrowing agency's workers' compensation policy
- D. Have insurance for general Liability
- E. Have insurance for Hired & Non-Owned Auto Liability
- F. Name NVTa as an additional insured on the above listed insurance policies
- G. Provide proof that driver candidate is an employee or volunteer covered under that agency's workers compensation insurance
- H. Schedule time to borrow a vehicle on an as available basis
- I. Pick up and return the vehicle
- J. Prepare and submit necessary trip paperwork on the use of the vehicle
- K. Replace the gasoline used at their expense

#### **7.1.2 NVTa Responsibilities**

- A. NVTa must perform a Department of Justice background check on the driver candidates.
- B. NVTa shall provide driver training to driver candidates.
- C. Driver candidates must secure the appropriate license.
- D. Driver candidates must agree to undergo random drug testing.
- E. NVTa shall add drivers onto its vehicle insurance policy.

## CHAPTER 8 TAXI SCRIP

### Section 8.1. Statement of Policy

NVTA provides a limited amount of subsidized taxi rides within the City of Napa as a lifeline service to supplement regular fixed-route transit.

The NVTA Taxi Program shall be a lifeline service only for City of Napa residents over the age of 65 years or older or persons with disabilities travelling to and from destinations within the City of Napa. Napa residents that have been ADA Vine Go certified have presumptive eligibility in the Taxi program.

#### 8.1.1 Participation & Compliance

##### 8.1.1.1 Users

- A. Tipping with scrip is prohibited.
- B. Purchase three books increments of \$20 worth of scrip per month per client maximum.
- C. All scrip users must be enrolled and follow the rules of NVTA Taxi Program.
- D. All users must show Taxi Program ID with photo (or Taxi Program ID w/o photo and another Picture ID) every time they wish to pay with scrip.
- E. Use of Scrip may not exceed \$12 per trip.
- F. Scrip expires 3-5 years from issuance.
- G. Taxi scrip is non-refundable or exchangeable.
- H. Only residents meeting the established program criteria are eligible to enroll.
- I. All program applicants must complete a Taxi Scrip application. Applications may take up to 21 days to process.

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##### 8.1.1.2 Agencies

- A. Agencies wishing to have their clients participate in the NVTA Taxi Scrip Program must direct their clients to NVTA to enroll and follow the same rules as individual participants.
- B. Agencies selling scrip must record transactions in on-line data base.

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##### 8.1.1.3 Taxi Companies

- A. Taxis may wait up to 5 minutes for passengers.
- B. Taxi drivers will not provide change for taxi scrip.
- C. Taxi companies are required to show complete street addresses for all trips.
- D. If billing is necessary, NVTA shall only be billed and will only pay the exact meter rate for trips.
- E. Drivers will not give change for rides paid by scrip, accept the balance of scrip as a tip, or wait for a passenger with the meter running in excess of 5 minutes.

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- F. Any taxi operator with a current, valid City of Napa Taxi operator license may participate in the taxi program. Drivers are required to use NVTA trip sheet and check required passenger ID(s).
- G. ~~In order to receive compensation for rides provided, taxi operators must submit NVTA required invoicing forms and driver trip sheets, remit collected taxi scrip, and otherwise operate within the program general policies.~~

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## CHAPTER 9 PASSENGER POLICIES

### Section 9.1. Statement of Policy

NVTA is committed to providing a safe, enjoyable experience for all passengers.

### Section 9.2. Passenger Code of Conduct

To keep Vine Transit Services enjoyable for all, the following rules apply:

- A. **Smoking:** NVTA prohibits smoking on all vehicles and at all transit facilities. The no smoking rule applies to all tobacco and cannabis products, including the use of e-cigarettes and vaporizers.
- B. **Eating:** Eating is not allowed on any transit vehicle with the exclusion of snack bars.
- C. **Drinking:** Drinking is allowed on buses if the liquid is in a closed container, such as a bottle or thermos. Cups with lids are not allowed unless it is tight fitting. Alcoholic beverages are strictly forbidden on transit vehicles, at transit facilities, and transit stops.
- D. **Entertainment Devices:** Playing videos, games, and/or music without headphones is not allowed on Vine buses. Please keep headphone volume respectable.
- E. **Littering:** All trash shall be placed in a designated trashcan on all vehicles and trashcans located at select bus stops.
- F. **Vandalism:** Causing damage in any way to Vine property is strictly prohibited. Prohibited actions include, but are not limited to, marking, etching, and cutting.
- G. **Obscene Language or Behavior:** Using language or actions that can be interpreted as abusive, threatening, or rude to fellow riders or transit staff is not allowed.
- H. **Animals:** No animals, except properly documented service animals, are allowed on board. Service animals must ride at their owner's feet or on their lap and be under control of the owner at all times. Animals are not permitted on seats. Non-service animals can be brought on board if they are in a secure cage or carrier for the entirety of the trip. The cage or carrier must fit on your lap or under your seat.
- I. **Hazardous Materials:** Hazardous Materials are strictly prohibited on Vine buses. These include, but are not limited to, corrosive material, flammable items, car batteries, materials emitting noxious odors, human or animal waste, etc.
- J. **Weapons:** Weapons of any kind are strictly prohibited on Vine vehicles and at any transit facility.
- K. **Carry-On Items:** Riders may bring luggage, shopping bags, or other non-hazardous material on the bus as long as the rider can easily handle and secure the items on or near their body.
- L. **Bikes on Buses:** All buses (except VineGo vehicles) are equipped with bike racks on the front of the bus. Availability of bike racks is on a first-come, first-served basis. Bicyclists are responsible for loading, securing and unloading their bicycles. Bus drivers may not assist. Bikes are only permitted inside the bus on buses retrofitted

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with interior bike racks or on the last trip of the day. Small scooters, including electric, are permitted inside the bus if they can be secured by the rider. Electric bicycles and/or their batteries must go on the outside front bike rack as they are not allowed inside the bus. The outside bike racks can accommodate bicycles that meet the following requirements:

- Bicycles with wheel sizes from 20 inches to 29 inches, excluding tandems and recumbent bicycles
- Bicycles with a wheelbase dimension of up to 44 inches
- Tire widths up to 2.3 inches
- Bicycles less than 55 pounds

- M. **Wheelchairs, Scooters and other Mobility Aids:** The Vine allows all mobility devices on its fixed route vehicles as long as rider can maneuver it onto the vehicle and have it properly secured. VineGo vehicles with a lift can only accept a device and rider who weigh less than 600 pounds combined.
- N. **Strollers:** Strollers must be able to collapse. Riders with strollers may ask the driver to lower the ramp to assist them in moving it into the bus. A child may remain in the stroller to board the bus, however, they must be removed when the vehicle is in motion. If there is no room to strap in or lock the stroller in the designated mobility device space or a passenger using a mobility device boards the vehicle after the stroller is placed onboard, the parent or guardian must collapse the stroller to allow room. Strollers cannot block aisles, doors, steps or emergency exits and must be in the control of the parent or guardian.
- O. **Securing Mobility Devices:** All Wheelchairs and Scooters must be secured. Passengers may transfer to a seat, or if they remain using the wheelchair or scooter, the driver will also recommend that they are secured with an over-the-shoulder strap.
- P. **Walkers:** The driver will secure walkers inside the bus.
- Q. **Oxygen Units:** Portable oxygen units are preferred. Large oxygen cylinders must be transported in a holder on wheels or attached firmly to a manual wheelchair.
- R. **Boarding by the Wheelchair Ramp:** Passengers who prefer to board the bus using the ramp should ask the driver to assist them.

### 9.2.1 Suspendible Offences

- A. The following acts may result in immediate and permanent suspension and possible criminal prosecution:
- Physical abuse or causing physical injury to another rider or driver
  - Purposeful destruction or vandalism of Vine property.
- B. For violating any other codes of conduct the following will be enforced:
- One (1) violation will result in a verbal warning
  - Two (2) violations will result in a written warning.
  - Three (3) or more violations will result in suspension of service for a minimum of 30 days.

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- C. Riders may appeal warnings or suspensions. An appeal can be made in writing within 60 days of the incident in question. Written appeals should be mailed to 625 Burnell St Napa, CA 94559. Riders may also file an appeal in person at the Transit Center or call the main administrative line at (707) 259-8631. Riders may also submit their requests for an appeal through the Vine "Contact Us" portal on the [vinetransit.com](http://vinetransit.com).
- Appeals will be reviewed and considered by the Executive Director and the residing Chair of the Napa Valley Transportation Authority Board of Directors. A joint decision on maintaining the ban or removing it will be given within ten (10) days of receipt.

## **CHAPTER 10 VEHICLE ACCIDENT POLICIES & PROCEDURES**

### **Section 10.1. Statement of Policy**

NVTA considers passenger safety the highest priority in its public transit services.

All vehicle incidents and accidents involving injury shall be reported to NVTA staff by the agency's contractor within 24 hours of occurrence. In the event of serious injury, NVTA staff should be notified immediately

Within 72 hours NVTA's contractor shall provide the agency complete documentation of all accidents/incidents including, but not limited to, accident investigation forms, supervisor's notes, photographs and/or video of vehicle(s) and accident scene.

A summary of all accidents and incidents shall be provided by operations contractor in each monthly billing invoice.

The NVTA Executive Director shall be notified of any accident or incident in which medical care was provided at the scene and/or subjects were transported to a medical facility.

## **CHAPTER 11 STATE OF GOOD REPAIR**

### **Section 11.1. Statement of Policy**

Maintaining the agency's transit assets in a state of good repair is essential for delivering safe and reliable transit service.

The agency will maintain an asset management database to log the value and condition of capital assets.

In developing transit budgets and short and long range transit plans, the agency shall prioritize the replacement and/or repair and refurbishment of capital assets to maintain a state of good repair.

The agency contractor will schedule maintenance on intervals that support system wide state of good repair and maintain records of service and maintenance for vehicles and equipment for which they are contractually responsible to maintain.

The agency will schedule maintenance on intervals that support system wide state of good repair and maintain records of service and maintenance for those items not operated by contractor.

## **CHAPTER 12 SAFETY & SECURITY**

### **Section 12.1. Statement of Policy**

NVTA's contract transit provider shall maintain, implement and annually update a Safety and Security Management Plan.

## CHAPTER 13 BUS STOP PLACEMENT

### Section 13.1. Statement of Policy

The recommended stop spacing guidelines are based upon the best practices research and staff knowledge of local conditions. The goal is to balance the needs of passengers and the operator. While a short distance between stops means a shorter walk for customers, the result is a longer ride for them in the end. The more opportunities for boarding and alighting along a route results in longer trips because of the time it takes for the bus to decelerate, come to a complete stop, collect fares from passengers, wait for the passengers to sit down, and then accelerate and merge into traffic.

#### A. Local Route

Local stop spacing is broken down into two categories, urban and suburban. Urban is relegated to Downtown defined as First through Fifth Street and Main to Franklin Street and Suburban is the rest of the City of Napa. For the Urban service type, the average distance between stops is 1,000ft apart and for Suburban the average is 1,500ft.

#### B. Regional Route

On the Routes 10 and 11 there is a wide range of stop distances due to the different land uses and densities along these two routes. The recommended average distance is 4,500 ft. The idea is that within incorporated areas the stops on average can be 1,500ft, in alignment with Suburban standards, and then in rural areas, particularly along the Route10, the stops can be further apart, closer to 20,000 ft.

| Type of NVTA Service | Range                   | Average   |
|----------------------|-------------------------|-----------|
| Local                |                         |           |
| - Urban              | 500 to 1,500 ft         | 1,000 ft  |
| - Suburban           | 1,000 to 2,000 ft       | 1,500 ft  |
| Regional             | 1,500 to 20,000 ft      | 4,500 ft  |
| Express              | Major Employment Center | 25,000 ft |

The Routes 10 and 11 share an alignment between Napa Valley College and the Redwood Park and Ride. There may be opportunities to eliminate some duplicative stops along this shared alignment especially along

Soscol Ave near the Soscol Gateway Transit Center (SGTC) where there are stops less than 1,500 ft from the SGTC that predate the construction of the SGTC.

#### C. Express Routes

The recommendation for stops to be located at a major employment center with an average distance of 25,000 ft apart is similar to the current spacing along the Routes 11X, 21 and 29. As outlined in the *Express Bus Corridor Study* completed by NVTa in 2017 the Route 21 stop at Corporate Drive was eliminated due to low boarding at that stop, which results in the modification of the route alignment between the Napa Valley College and the Devlin Road/Airport Blvd stop and a decrease the travel time on the Route 21.

As additionally outlined in detail in the *Express Bus Corridor Study*, in order to speed up the Route 29, the stop at the Soscol Gateway Transit Center was moved on October 30, 2022 to the Imola Park and Ride in order to be closer to the main Highway 29 corridor. If stops are added in the future, the stops should only be at major employment centers.

### Section 13.2. Process for Implementing Bus Stop Spacing Recommendations

#### A. Evaluate the Current Distance Between Bus Stops Against Spacing Guidelines

The next steps is to evaluate the current distance between bus stops against spacing guideline and either leave the stop unchanged, insert an additional stop, consolidate the stop or eliminate a stop as follows:

Unchanged - if the stop meets the spacing interval

Insert Additional Stop – spacing greater than the maximum recommended interval

#### Consolidate Stop

If spacing is less than interval then evaluate both stops

One stop is either a hub or has a shelter, evaluate the other stop

If the other stop meets the seven requirements of the Stop Consolidation Checklist then move forward with consolidation.

#### Eliminate Stop

If spacing is less than interval then evaluate both stops

Neither stop is a hub or has a shelter, evaluate the stop with the lower ridership

If the other stop meets the six requirements of the Stop Elimination Checklist the move forward with elimination.

#### B. Stop Elimination Checklist

In order to NVTAA to eliminate stop the answer to the following questions needs to be Yes.

| Criteria to Eliminate  | Yes/No |
|--|--------|
| The adjacent stops left unaltered adhere to the prescribed spacing requirements for their service area.  |        |
| Adjacent stops are designed accordingly to absorb additional ridership.  |        |
| The stops does not provide direct access to connecting transit services, or if it does there are stops further along the route that will provide the same connections. |        |
| The stop being removed does not meet ADA guidelines, or both adjacent stops meet ADA guidelines.   |        |
| The stops does not serve existing community resources such as schools, hospitals, senior center, recreation centers, and locations providing public service.           |        |

#### C. Stop Consolidation Checklist

In order to NVTAA to eliminate stop the answer to the following questions needs to be Yes.

| Criteria to Eliminate   | Yes/No |
|---|--------|
| The new stops location has adequate pedestrian access, such as direct sidewalk connections and safe pedestrian crossings  |        |
| The new stop location adheres to the spacing requirements with adjacent stops.  |        |
| The new location meets ADA guidelines or can be reasonably modified to meet guidelines.   |        |
| If either stop being considered for consolidation is a transfer stop, existing transfer opportunities at the new stops location are possible within two or fewer street crossings or at another stop location along the line. |        |
| The stops being considered will not impact more than 20% of the entire route's daily ridership  |        |
| The stops being considered for consolidation do not directly serve existing community resources such as schools,  |        |



| Criteria to Eliminate   | Yes/No |
|---|--------|
| hospitals, senior centers, and locations providing public services. |        |
| The new location will improve or maintain running times.            |        |

### Section 13.3. Adding a Shelter

In order to be considered as a potential location for a bus shelter, the stop in question must obtain a minimum of:

- 20 boarding's per average weekday on regional or express Routes
- 10 boarding's per average weekday on local routes

Stops which do not meet these minimum ridership requirements will not be considered for further analysis.

- Further analysis involves the following factors ridership, exposure, transfer, transit frequency, high priority community resources, and the ability to remain ADA accessible.

### Section 13.4. Ongoing Monitoring and Corrective Action

Existing services should be monitored annually to see if additional shelters are necessary. All stops added to new service must adhere to the recommended Spacing Guidelines for local, regional and express bus service outlined in this document.

## CHAPTER 14 CONTRACTOR RELATIONS & OVERSIGHT

### Section 14.1. Overview

The agency engages a variety of contractors for the provision of single, periodic and/or on-going services. Initial Contractor solicitation and selection shall be conducted as outlined in section Chapter 5: Contracts and Procurement.

During the duration of any contract NVTa personnel shall carry out relations with the vendor commensurate with the highest standards of professional and ethical conduct. Oversight and reporting of contract compliance shall be consistent with all applicable state and federal laws and consistent with the requirements set forth in related to the related proposal and contract documents.

The agency contracts for the operation of transit services. Agency staff shall monitor contractor performance consistent with all FTA requirements for 3rd Party Oversight. In addition, certain performance standards are established as part of the contract award with the selected vendor. These metrics shall be monitored regularly utilizing a mutually agreed methodology.

## CHAPTER 15 TITLE VI

### Section 15.1. Statement of Policy

To ensure compliance of Title VI of the Civil Rights Act of 1964, the agency is committed to providing transit services to individuals of diverse cultural and economic backgrounds and, to the maximum extent practicable, removing barriers to the use of public transit. To this end, the agency shall ensure:

- A. All Vine literature provided to the public is produced in English and Spanish.
- B. All vital documents are produced in English, Spanish and Tagalog
- C. All public postings related to service policies and operations are produced in English and Spanish
- D. Bus schedules have adequate information in Spanish to allow successful comprehension of the information presented
- E. The Vine website has translation options consistent with industry standards
- F. The Vine website will clearly identify Title VI complaint procedures
- G. All buses maintain up-to-date Title VI notifications

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## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Construction Management Services Agreement with Kleinfelder for the Redwood Park & Ride Improvement Project

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to Project Work Order No. 23-OCE09-E03 with Kleinfelder (Attachment 1) for Construction Management and Inspection Services for the Redwood Park & Ride Improvements project, in an amount not to exceed \$138,800.

### **EXECUTIVE SUMMARY**

The Redwood Park & Ride Improvements Project will upgrade the facility at Redwood Avenue and Solano Avenue in Napa with improved wayfinding and regulatory signage, real-time transit displays, enhanced lighting, and a new modular restroom. Construction is anticipated to begin in early 2026, following procurement of the modular restroom, which requires approximately six months for fabrication and delivery. Construction remains contingent on receiving federal funding approval, which has been delayed and presents a risk to the project schedule.

Kleinfelder was selected through a competitive process from NVTA's prequalified consultant bench to provide construction management and inspection services.

### **FISCAL IMPACT**

Yes. The cost of construction management and inspection (CM&I) services for this project totals \$138,800, inclusive of a 10% contingency. In addition to CM&I costs, construction of the Redwood Park & Ride Improvement project is estimated to cost \$611,200. Total costs for the project are expected to be approximately \$750,000 and will be funded by Federal Transit Authority (FTA) grant funds and Transportation Development Act (TDA) funds.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Grant Bailey, Program Manager – Engineer  
(707) 259-5951 / Email: [gbailey@nvta.ca.gov](mailto:gbailey@nvta.ca.gov)  
**SUBJECT:** Construction Management Services Agreement with Kleinfelder for the Redwood Park & Ride Improvement Project

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to execute and make minor modifications to Project Work Order No. 23-OCE09-E03 with Kleinfelder (Attachment 1) for Construction Management and Inspection Services for the Redwood Park & Ride Improvements project in an amount not to exceed \$138,800.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

NVTA is preparing to initiate construction of the Redwood Park & Ride Improvements Project, located at the corner of Redwood Avenue and Solano Avenue in Napa, California. The planned improvements include:

- Installation of upgraded wayfinding and regulatory signage and pavement striping,
- Real-time transit signage,
- Enhanced lighting,
- A new modular restroom facility.

Bids are anticipated in June 2025, with construction expected to begin in early 2026, following procurement of the modular restroom facility, which requires approximately six months for fabrication and delivery. However, construction is contingent on receiving

federal funding approval, which has been delayed, presenting a risk to the currently anticipated project delivery timeline.

To ensure the project is constructed to contract specifications and quality standards, dedicated construction management and inspection (CM&I) oversight is required. NVTA solicited proposals from firms prequalified under its Master Architectural and Engineering Services bench. Three proposals were received, and a review panel comprised of NVTA staff selected Kleinfelder as the most qualified consultant for this task.

Kleinfelder will provide comprehensive construction management services, including contractor coordination, schedule and budget management, quality assurance and compliance monitoring, materials testing, construction document review, change order management, inspection and documentation, permit coordination, and project closeout support, for a total not-to-exceed amount of \$138,800, which includes a 10% contingency for unforeseen conditions.

The total project cost is approximately \$750,000. The following table is the funding plan and expenditure plan for the Redwood Park and Ride Project

|                                |                  |
|--------------------------------|------------------|
| Expenditure Plan               |                  |
| Construction Management        | \$138,800        |
| Construction                   | \$612,000        |
| <b>Total Costs</b>             | <b>\$750,000</b> |
|                                |                  |
| Funding Plan                   |                  |
| Federal Transit Administration | \$641,000        |
| Transportation Development Act | \$109,000        |
| <b>Total Funding</b>           | <b>\$750,000</b> |
|                                |                  |

## **ALTERNATIVES**

Defer the construction management and inspection until a later date and risk not having sufficient project management and expertise to manage the construction of the project. This would likely result in delays to project construction and potentially increase the overall cost of the project with funds lapsing.

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

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

The Redwood Park & Ride Improvements Project will enhance the existing facility with critical safety and user improvements, including better wayfinding, real-time transit

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information, and onsite restroom facilities, reducing reliance on offsite amenities and improving the overall rider experience.

Goal 3: Use taxpayer dollars efficiently.

Utilizing short-term consultants with specialized expertise is a cost-effective approach compared to hiring full-time staff to manage a single capital project, ensuring responsible use of public funds.

### **ATTACHMENTS**

- (1) Project Work Order No. 23-OCE09-E03 with Kleinfelder

**PROJECT WORK ORDER NO. 23-OCE09-E03  
ON-CALL A/E & PROJECT DELIVERY SERVICES**

**PROJECT NAME:** REDWOOD PARK & RIDE IMPROVEMENTS

**PROJECT MANAGER:** Grant Bailey, PE, Program Manager – Engineer  
E [gbailey@nvta.ca.gov](mailto:gbailey@nvta.ca.gov) | T 707.259.5951

**CONSULTANT DESIGNATED TEAM MEMBERS, PROJECT SCOPE AND FEE:**

- KLEINFELDER – see EXHIBIT A attached

*Consultant will independently and at its own discretion and liability enter into agreement with sub-consultant(s) listed in their proposal for any services required to complete the project as described in the scope of work.*

**SCOPE OF SERVICE:** Provide construction management and inspection services for the Redwood Park & Ride Improvements project. Construction management and inspection services are to be performed in accordance with the SOW solicited and awarded under 25-R22.

**START DATE:** JUNE 1, 2025

**COMPLETION DATE:** JUNE 30, 2026

**NOT-TO-EXCEED AMOUNT FOR THIS PROJECT:** \$126,179.89

**CHARGE NUMBER FOR PAYMENT:** FY26 OBAG

**TERMS AND CONDITIONS:** This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement (23-OCE09) with CONTRACTOR, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

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

|                     |                      |
|---------------------|----------------------|
| Approved as to Form |                      |
| By:                 | _____                |
|                     | NVTA General Counsel |
| Date:               | _____                |

CONSULTANT

KLEINFELDER

By: \_\_\_\_\_  
JOHAN JACOBSEN  
PE, AREA MANAGER



Mr. Fakner is supported by 20-year Project Controls veteran, Ericka Anglin, PMP, DBIA. Ms. Anglin operations and finance expertise is focused on client-facing project controls and integrating advanced cost forecasting tools to deliver precise financial and contractual reports. Her leadership supports accurate reporting. Her responsibilities support successful project management including contract terms, reporting, invoicing, and scheduling with a client focused, tailored approach.

## WORKING RELATIONSHIP

Mr. Fakner and the team have a deep understanding of public sector clients and their procurement processes including NVTA's. Mr. Fakner, Mr. Pollock and Mr. Bohannen have been working closely together for the successful delivery of the NVTA Bus Maintenance Facility.

## 6. Scope of Services

### GENERAL SCOPE INTRODUCTION

The assigned construction manager will serve as the primary point of contact for all construction-related activities. We will prepare weekly progress reports, detailing completed work items and anticipated tasks for the upcoming week. Photographs of site conditions before, during, and after construction will be taken, documented, and compared to assess changes.

Additionally, we will submit a monthly progress report covering key issues, schedule status, budget updates, payments, RFIs, submittals, claims, potential change orders, and actual change orders, as well as tracking working days. We will handle construction submittals by receiving, routing, tracking, and managing them. Our team will also analyze requested change orders and claims for their validity, cost implications, and potential impacts on the schedule.

We leverage lessons learned from past projects and insights from Kleinfelder's "Communities of Practice" to gather valuable information and apply that to future projects. At key milestones, we meet with the NVTA and core team members to share findings, identify potential risks that could affect timelines or budgets, and determine how to meet Task Order expectations and project intent.

Kleinfelder understands NVTA's request for a qualified construction management firm to provide Construction Management (CM) and Inspection services as outlined under CAT 7, Exhibit A, of the Master Agreement for the three proposed projects. Kleinfelder will deliver, but not be limited to, the following CM services:

### CONTRACTOR COORDINATION

***"Liaison with contractors to ensure adherence to project specifications, schedules, and safety requirements."***  
***"Fill role as single point of contact for all construction activities"***

Effective contractor coordination is essential in construction management to ensure that all project specifications, schedules, and safety requirements are met. Kleinfelder will serve as a liaison between contractors and other project stakeholders to facilitate clear communication and collaboration. Key responsibilities include:

- **Ensuring Compliance:** Our Quality Management approach to projects and the development of Key Performance Indicators (KPIs) will assist to verify that contractors adhere to project specifications, timelines, and safety protocols, aligning with standards of practice as it relates to means and methods and code compliance.
- **Facilitating Communication:** We act as the primary point of contact between contractors and project stakeholders, ensuring that all parties are informed of project developments and any issues are promptly addressed.
- **Monitoring Performance:** We regularly assess contractor performance to ensure quality standards are met forecasted costs do not exceed capital allocations, and that the project progresses according to construction documents.
- **Addressing Issues:** We identify and resolve any challenges or disputes that may arise during the construction process, maintaining a collaborative and efficient working environment. The project team is expected to bring solutions to field discovered change conditions for discussion, refinement, impact acceptance, and direction.



*Regular coordination supports on-time project completion successfully meeting specified requirements, compliance, and deadlines.*

By effectively managing these aspects, Kleinfelder will ensure that all projects are completed successfully, meeting all specified requirements, AHJ compliance, and deadlines.

## SCHEDULE AND BUDGET MANAGEMENT (COST CONTROL AND BUDGETING) METHODOLOGY

***“Analyze requested change orders and claims for validity, cost, and schedule impacts.”***

***“Monitor and track project schedules, budgets, and funding compliance to ensure timely and cost-effective project completion.”***

Two critical factors in determining a project's success are its schedule and budget. Kleinfelder manages these aspects by conducting project-specific risk reviews with the contractor, NVTA, the design team, and other stakeholders. These discussions are essential for identifying potential challenges that could affect the contractor's methods and subsequently impact the budget or timeline. The risk review meetings foster collaboration, allowing stakeholders to explore project details and relevant site conditions. Each identified risk is logged, assessed for its likelihood, and addressed to develop solutions. A designated risk leader is responsible for implementing these solutions and providing updates at scheduled progress meetings.

Kleinfelder approaches project scheduling as a conscientious objector. While a “Preliminary Schedule” is included as a supporting document in the procurement bid package, the responsibility for developing, updating, and maintaining the schedule lies with the contractor. Their schedule should reflect the effectiveness of their methods and strategies. Kleinfelder collaborates closely with the contractor. Once the “Baseline” schedule is submitted, and the contractor's approach is clarified, Kleinfelder evaluates the scheduling practices. If the schedule does not comply with contract requirements, we work with the contractor to create an acceptable version. Our review focuses on the logic, sequencing, activity descriptions, and durations. Execution of the work cannot proceed without acceptance of the “Baseline Schedule” by NVTA and others. Monitoring the project's critical path, identifying risk activities for inclusion in the schedule, tracking planned versus actual progress, and forecasting impacts are key tasks. These topics are brought up in progress meetings to initiate mitigating actions, thereby avoiding cost overruns and delays. For example, in the “Redwood Park & Ride” project, Kleinfelder will schedule reviews at specific intervals and provide feedback for the contractor to incorporate into the progress schedule.

Kleinfelder employs a “trust but verify” approach to project scheduling. We require the contractor to establish a “Baseline” schedule that reflects their methods. Critical milestones—such as liner protection, abatement, roof beam delivery, chemical treatment, and inspections—must be included. Each month, when the contractor updates the “Baseline” schedule, Kleinfelder will independently analyze its critical path, logic, cost/resource loading, utilization rates, and available float to proactively identify risks and develop mitigation strategies.

Throughout the project, the contractor is expected to provide Kleinfelder with a “Look Ahead” schedule detailing the previous week's activities, the current week's tasks, and a two-week forecast. Incorporating milestones, especially inspection deadlines, is crucial. We ensure these are clearly identified in the schedule. If any schedule issues arise, we will promptly arrange a meeting with the contractor to address our concerns and explore corrective actions. The contractor will then prepare a recovery fragnet for further discussion and integration into the progress schedule.

Kleinfelder recognizes that NVTA has provided estimated project costs. To effectively manage these costs, we will require the contractor to submit a payment application schedule that itemizes values based on the necessary means and methods for the work. Each month, the contractor will present a payment application detailing the percentage of completion for each line-item activity. This approach helps prevent front-loading and ensures compensation accurately reflects progress in each work category.

Once we validate the requested payment amount, our attention will shift to the schedule. The contractor must submit a “Progress Schedule” that updates the accepted “Baseline Schedule,” facilitating the efficient execution and completion of the project.

Cost impacts may arise from owner-driven changes, unforeseen conditions, or errors and omissions by the architect. Monitoring adherence to plans and specifications while identifying potential risks is a core practice that Kleinfelder implements throughout all project phases. We not only identify challenges but also work collaboratively to develop immediate corrective measures to keep

### “Fragnet”

*In the construction industry, a fragnet (short for “fragmentary network”) is a detailed sub-network or portion of the overall project schedule that focuses on a specific scope of work or sequence of activities. It represents a small, isolated section of the project that is analyzed or updated independently from the main schedule.*

*Fragnets are particularly useful when there are delays, change orders, or any events that could impact the project's timeline. By honing in on a project fragment, the team can better understand how changes might ripple through the schedule and take proactive steps to keep the project on track.*

the project on track. To mitigate any cost impacts, we will require the contractor to justify changes with supporting documentation that validates the need for adjustments.

## QUALITY ASSURANCE AND COMPLIANCE MONITORING

***“Oversee construction activities to ensure work is performed in accordance with approved plans, specifications, permits, and applicable codes, including accessibility, electrical, and safety standards.”***

Kleinfelder believes that the most effective way to oversee project activities is to establish clear project-specific expectations, processes, and procedures. This can be achieved by discussing key procedures related to communication, inspections, health and safety, payment applications, change conditions, potential change orders, and documentation. In place of providing a Project Management Plan (PMP) and its accompanying subplans, we advocate for a comprehensive "Construction Kickoff Meeting" as a vital medium for defining these procedures and expectations.

We view the "Construction Kickoff Meeting" as essential for ensuring the contractor understands the expectations and procedures that will apply to the project. This meeting also serves as a critical risk mitigation measure. It offers an opportunity to address the following:

- Introduce the project team and clarify each member's roles and responsibilities.
- Identify and define the necessary protocols and procedures for the project.
- Verify that the contractor is familiar with the construction documents.
- Confirm that the contractor has visited the project site, understands the existing conditions, and has identified any challenges for further discussion.
- Ensure that the contractor has commitments from all involved subcontractors to execute the work.
- Obtain agreement from the contractor to coordinate an onsite meeting with Kleinfelder, acting as the Construction Manager, to photographically document existing conditions before mobilization and the start of work activities.
- Discuss the contractor's submitted "Preliminary Schedule," outlining a 30-day projection of expected work activities.
- Review the contents and purpose of the PMP, emphasizing operational parameters defined by administrative processes and procedures, while selectively detailing essential procedures such as Payment Applications, Submittals, and Change Conditions.
- Clarify expectations.
- Define the process for engaging in a "Risk Review" of the project, including when and how this will occur.

Monitoring sites for plan and specification conformance is a fundamental practice Kleinfelder implements throughout every phase of a project, and it's engrained in our corporate Quality Management Program. We conduct Quality Assurance/Quality Control (QA/QC) observations aligned with the specific project documents. A strong Quality Management Plan (QMP) is essential to affirm the construction documents at project completion meet the intent of the project. During construction, we will implement a quality approach that minimizes errors and omissions and affirms compliance with AHJs and codes. The plan aims to achieve the following goals:

- Daily observation and reporting of progress.
- As Build documentation daily to illustrate field conditions of the in-place work if it deviated from plan intent.
- Specify and comply with quality control procedures, including provisions for late changes.
- Identify KPIs for tracking and validating quality control efforts.
- Confirm compliance with project requirements and conduct interdisciplinary reviews to capture "Lessons Learned" and maintain strong relationships.
- Maintain a formal reporting system to track any incidents or concerns and provide recommendations for improvement.
- Reinforcing "Safety" and its importance throughout the project.

Preparing weekly statements of working days is one of the quality assurance measures that Kleinfelder will implement. This process not only ensures the quality of the work performed but also allows for productivity observation, enabling recommendations for enhanced efficiency. Moreover, it helps mitigate risks by utilizing recorded data to predict potential impacts on time and budget.



Reporting is a fundamental aspect of Kleinfelder's document control services, as thorough documentation is vital for project success. During the "Construction Kickoff Meeting," we will establish clear documentation and reporting procedures to ensure efficient and effective execution concerning scope, budget, and schedule. Typical reports expected are "Schedule Narrative Report" presenting finding from our analysis of the Contractors Progress Schedule, "Executive Monthly Report" prepared and presented by Kleinfelder's Project Manager to NVTA and others as designated. It's a summary of project progress and monitoring components tracking budget, change conditions, challenges, schedule, and other project related topics, and Inspection Reports.

Quality assurance also extends to schedule management. As noted, we do not control the schedule but analyze the contractor's submitted Progress Schedules and weekly "Look Ahead Schedules." We will provide the team with a "Schedule Narrative Report" that identifies concerns and offers recommendations. This report serves as a reference, allowing the team to compare planned activities with actual progress and providing insights to forecast future tasks and address ongoing schedule or budget challenges.

Additionally, preparing state and federal forms is a critical task for NVTA projects. We will familiarize ourselves with the specific requirements of each AHJ compliance and reporting elements. Typical AHJs include local utilities like PG&E, as well as regulatory bodies such as the FAA, Caltrans, the Inflation Reduction Act (IRA), and City Planning and Building Departments. Our expertise in the specific requirements of various federal and state funding programs and regulatory agencies enables us to efficiently navigate the necessary compliance obligations.

Inspections are a distinct yet vital aspect of our quality approach to the project. Our onsite staff will perform preliminary inspections ahead of local Building Department inspections, covering areas such as site grading and drainage, utility infrastructure, trenching, foundations, framing, mechanical, plumbing, and electrical work. As NVTA is familiar with Kleinfelder's role as a "Community of Practice," we will provide construction materials testing and special inspections as required on two of the three projects defined above in the "Understanding". Our experienced team is well-equipped to handle any situation effectively.

Our quality approach mandates the preparation of Daily Construction Inspection Reports by assigned Construction Managers and Inspectors. Our documentation framework includes template forms designed to capture data essential for measuring, monitoring, and forecasting progress. Key reporting requirements during construction encompass meticulous oversight and a detailed account of observations, documenting labor, equipment, materials, and quantities. Additionally, we will manage appropriate contract change orders, including independent cost estimates and time impact analyses, when necessary, while recording these efforts. We will also enforce contract timelines using tools such as weekly statements of working days and conduct routine reviews and provide comments on the contractor's "Look Ahead" and "Progress Schedule" submissions.

These practices ensure that vital information is communicated to the team for further discussion and informed decision-making, ultimately enhancing the likelihood of successful project delivery.

Compliance monitoring is built on a robust quality plan and relies heavily on effective reporting, documentation, and filing. Kleinfelder adheres to the principle of "Document Everything," which serves as a risk mitigation strategy to address disputes and protect NVTA in potential litigation scenarios. This practice is essential for effective dispute management and resolution.

Maintaining comprehensive project files is a crucial part of our document control and reporting responsibilities. We utilize Microsoft Teams and SharePoint as our digital MIS, providing selected project team members access to essential files. This organized exchange of information throughout the project is vital for successful execution, management, and administration, enhancing team efficiency. Kleinfelder will be the responsible party to select key documents and information designated to be "Record Documents" and filed in our MIS.

At the conclusion of the project, key documents are designated as "Record Documents" and transferred to a USB or another medium for submission to NVTA for future reference. Kleinfelder initiates, manages, and maintains the project file structure and contents through our MIS, which serves as the central repository for all files.

We also advocate for obtaining access to the contractor's MIS, typically Procore, which serves as the backbone of the document control system during execution of the work. This system can handle vast amounts of data and store and retrieve unlimited documents across multiple categories, facilitating effective communication among all stakeholders and enabling remote access.

Utilizing these MIS formats as the repository for project information and documentation ensures full transparency and enhances quality control and security of project records for several reasons:

- It separates contractual and final administrative documents from daily construction communications, minimizing confusion and the risk of information mixing.
- It establishes a standardized procedure for documenting project records within a defined filing structure.



- It provides a single source of truth to support any dispute resolution efforts.
- It enhances communication and collaboration among team members.
- It enables better decision-making and reduces conflict by ensuring quick, organized access to record documents and information.
- It preserves the quality and integrity of the record documents.

## MATERIALS TESTING

***“Provide scope and fee for all necessary materials testing services. Exception: Bus Shelter Install Project – materials testing included in contract.”***

Kleinfelder brings significant value to NVTa by offering local, in-house construction materials testing and inspection services. Our large team of technicians, special inspectors, geotechnical engineers, and geologists is fully equipped to support the contract, allowing us to quickly adjust personnel as needed throughout the construction process. We maintain an in-house training and qualification program to ensure that only qualified personnel are assigned to each project, with all field and laboratory technical activities supervised by registered engineers.

Kleinfelder’s construction materials testing and inspection services combine our technical and regulatory expertise with robust quality assurance, efficient project management, and personalized service. With a diverse team of multidisciplinary professionals and extensive public works experience, we deliver unmatched value and efficiency.

We will comply with the requirements of relevant oversight agencies, including but not limited to the County of Napa, the City of Napa, the Caltrans, and ASTM Testing Standards for each task. Our top priority is to respond promptly to the needs and schedules of NVTa and the contractor, ensuring project continuity by utilizing the same technicians throughout the project's duration whenever possible. We will fulfill all materials testing service tasks outlined in NVTa’s project scopes of work.

Our inspection staff is well-equipped to handle the demands of multiple activities occurring on-site. This ensures a consistent level of oversight for NVTa and minimizes ramp-up time. With our in-house inspectors monitoring all aspects of a project from start to finish, NVTa will benefit from direct cost savings.

## MATERIALS TESTING & INSPECTIONS

Our staff’s ability to observe multiple project elements from start to finish will maintain continuity throughout the construction process. This will help NVTa demonstrate consistency in materials testing and inspection.



Kleinfelder’s depth of qualified resources supports project requirements and short-notice construction schedules / deadlines helping NVTa avoid delays and claims.

Multi-certified inspectors increase efficiency and support NVTa’s cost-savings.



The designated project safety official and inspectors will support staff compliance with federal, state, local and NVTa safety guidelines, thereby minimizing potential risks associated with construction.

## REVIEW OF SUBMITTALS & RFIS

***“Assess contractor submittals, respond to requests for information (RFIs), and facilitate necessary approvals.”  
“RECEIVE, ROUTE, TRACK AND MANAGE CONSTRUCTION SUBMITTALS.”***

Receiving, logging, reviewing, and distributing submittals for approval is a critical responsibility within project and document controls, essential for Kleinfelder's management and administration of the project. This process establishes important checks and balances during construction, ensuring that the contractor uses the equipment, materials, and finishes specified in the construction documents.

Kleinfelder requires the contractor to generate and submit a comprehensive submittal register that lists all materials, equipment, furnishings, and other items specified in the project construction documents. Our Construction Manager will evaluate the content of each submittal and compare it to the construction documents. If compliant, the formal submittal will be forwarded to the design team for review and acceptance. If not compliant, the redlined submittal will be returned to the contractor. Kleinfelder will maintain a review register, and submittals will be a regular agenda item at each Progress Meeting. Critical and long lead-time submittals must be incorporated into the Baseline Schedule for close monitoring and reporting.

Acceptance of a submittal authorizes the quantity and quality of materials for procurement, fabrication, and shipment, serving as the final quality control measure before products arrive on-site. Pre-approval of materials prior to fabrication helps prevent delays in the timeline.

Submittals facilitate efficient work and assist contractors in selecting appropriate materials and equipment based on the project's technical specifications and drawings, enabling them to adhere to timelines while ensuring quality outcomes. Construction submittals fall into four main categories:

1. Material or product descriptions and characteristics
2. Shop drawings, which are among the most critical
3. Samples
4. Mock-ups

Kleinfelder requires the contractor to provide updates on the register and report on the status of submitted items during progress meetings. Critical long lead-time submittals must be clearly identified, tracked, and reported on. Kleinfelder maintains close oversight and will notify the contractor in writing if a potential impact is anticipated.

We understand that RFIs are essential for maintaining effective communication and keeping construction projects on track. Our objective is to manage the flow of information, facilitating timely decision-making and issue resolution.

RFIs are typically generated to clarify discrepancies between the field and construction documents or to seek guidance on changed conditions. Kleinfelder's team is technically proficient and equipped with the experience and resources to tackle any challenges that arise. Upon receiving an RFI, we review the request and require supporting documentation, such as photographs and plan references, while expecting the contractor to propose a solution and identify any impacts.

Once we validate the RFI, we either respond directly or forward it to the relevant team members. RFIs ensure that all parties involved in the project are aligned, minimizing the risk of costly mistakes that could affect the project's budget and timeline. We regularly review the contractor's RFI log alongside our own to ensure consistency in information. During Progress Meetings, we dedicate time to discussing RFIs, as prompt resolution of each request is vital for maintaining project efficiencies and mitigating risks.

## CHANGE ORDER MANAGEMENT

***“Analyze requested change orders and claims for validity, cost, and schedule impacts.”  
“Evaluate and process change orders, ensuring they align with project scope and budget.”***

Kleinfelder recognizes that processing change orders requires a thorough understanding of site conditions, technical specifications, and project drawings to promptly and effectively manage project changes. In the absence of a PMP, our cost management procedures, presented during the “Construction Kickoff Meeting”, outline methods for addressing changes and controlling costs. When changes occur—whether through architectural supplemental instructions (ASI) or other site conditions—the contractor must provide written notice of the change, “Change Order Request” (COR) and its potential impacts as soon as possible.

The contractor is responsible for documenting the circumstances surrounding the change by gathering evidence, including information, bulletins, drawings, and photographs. An itemized estimate detailing quantities and costs must also be submitted. If the change impacts the project schedule, the contractor should provide a fragment that specifies the duration of this impact. This documentation is crucial for justifying the contractor's claim for a change order and additional costs to NVTa.

Once a formal change is identified, Kleinfelder will closely track it and collaborate with the project team to assess the situation fully. We will evaluate potential solutions, understand the implications of each option, and provide recommendations to NVTa and the design team. To minimize unnecessary cost increases, all change requests will be carefully reviewed for validity and issued only when fully justified and in a timely manner. If a change is approved, we will prepare a contract change order to amend the contractor's agreement, which will be included as a separate line item in the contractor's payment application schedule of values.

Kleinfelder's project and document controls will continuously track these change conditions, working closely with the project team to understand each situation, evaluate potential solutions, and share our recommendations with the County. Change conditions will be documented in Daily Field Reports from the contractor and recorded in Kleinfelder's Daily Field Reports. CORs will be tracked and discussed during progress meetings, with change orders included in the contractor's payment application schedule of values as a separate line item.

We will proactively assess monthly progress, address concerns, document challenges, and forecast potential impacts on the project's budget. These forecasts will be discussed with the NVTa to develop a unified mitigation strategy. Kleinfelder is committed to the prudent use of project budgets and actively minimizing risk factors that could lead to increased costs and delays. We are dedicated to serving NVTa as advocates and stewards of your budgets.

## INSPECTION & DOCUMENTATION

***“Conduct site inspections, prepare progress reports, maintain inspection records, and ensure all documentation is properly archived.”***

Kleinfelder's team of skilled and experienced engineers is dedicated to managing and inspecting projects with diverse scopes of work and various inspection requirements. As outlined in the “Quality Assurance and Compliance Monitoring” section of this proposal, we play a crucial role as inspectors for the projects specified in NVTa's RFP.

Our inspectors are responsible for more than just observation and reporting; their duties include, but are not limited to, constructability reviews, handling RFIs, reviewing all types of working drawings, verifying layouts, ensuring quality assurance, and confirming compliance with contract documents. They also participate in dispute resolution, safety tailgate meetings, partnering initiatives, and Cal/OSHA compliance, while producing daily and monthly reports, inspection logs, documentation, and final reports, including as-built drawings.

The innovation and creativity of our staff have led to substantial time and cost savings for our clients.

## PERMIT COORDINATION

***“Coordinate permit inspections and quality assurance requirements with the AHJ.”***

NVTa has indicated that construction drawings have received or will receive the necessary permits for execution, except for Redwood Park & Ride. Applications must be submitted to the City of Napa, Caltrans, and PG&E. Kleinfelder is well-versed in the requirements of each of these AHJs and utilities.

We will work closely with the project team to identify the specific requirements for each agency, ensuring that applications are completed, and all supporting documentation is provided to expedite the review and permit assignment process. Once permits are obtained, we will coordinate inspections and quality assurance requirements with the AHJs.



***“[Kleinfelder] has done an outstanding job providing District 11 with qualified staff whenever we needed augment ours. They ensure that the staff provided is held to the highest level of professionalism at times. [Kleinfelder's] project management knows what expect and they deliver; from their accounting systems that ensure accurate and detailed invoices and reporting to their working knowledge of district policies and timely conflict resolution. [Kleinfelder] is a valuable asset to the district and has met or exceeded all of my expectations.”***

– Mark Parra, Caltrans District 11  
Contract Manager



## PROJECT CLOSEOUT

***“Facilitate final inspections, punch lists, as-built documentation, and coordination for project acceptance.”***

We prioritize the closeout process from day one as soon as we receive a project assignment through a Task Order. We highlight the importance of closeout during both preconstruction and progress meetings.

During the design phase, our team develops a quality control checklist to identify discrepancies, issues, and ambiguities. We follow up on these items by creating action items and implementing corrective measures. This is why we advocate for our participation in page-turner sessions to ensure all concerns are addressed.

As the project progresses, contractors present their quality control and assurance efforts during progress meetings, discussing challenges and generating RFIs as necessary to resolve punch list items. Any incomplete items prior to the formal scheduled site walkthrough are documented by the contractor and captured in a formal punch list, which must be resolved to achieve "Substantial Completion" or "Beneficial Occupancy." We provide this punch list to the contractor in writing.

Once this stage is reached, warranty periods commence, and Kleinfelder actively tracks these warranties. A final field inspection is scheduled with the AHJ to issue a "Temporary Certificate of Occupancy/Use" or a "Certificate of Occupancy/Use." Any compliance issues identified during this inspection are included in the formal punch list. After the punch list is addressed, Kleinfelder officially accepts the project and recommends that the County issue a formal certificate of completion, allowing for the release of bond security.

Monitoring warranty services is a key component of our post-closeout responsibilities. Kleinfelder ensures the closeout process includes a user-friendly warranty work request template and procedure. Warranty Work Requests can be submitted through our team or directly by the NVTA, who will then copy Kleinfelder.

To enable efficient responses, it is vital to complete the form accurately and include comprehensive supporting documentation, such as photographs, videos, plan references, reports, warranty documents, and previous warranty requests. This helps clearly define the issue and allows for swift corrective action.

Effective communication with the contractor is essential, requiring specific requests and consistent follow-up to schedule and complete the Warranty Work Request. We track work orders systematically in a spreadsheet to ensure thorough documentation.

## PROJECT DELIVERABLES

1. Completed projects that align with construction documents, comply with AHJ regulations, and applicable codes
2. Quality in the built environment
3. A positive project experience
4. Delivered projects within the scope, budget, and schedule goals
5. An informed and satisfied community
6. Identifiable work zones

**PROJECT SUMMARY**

NVTA RFP 25-R22 for A&E On-Call CAT7 Bench Construction Management

| TASK                                 | HOURS       | LABOR BUDGET        | REIMB.<br>EXPENSE<br>BUDGET | LAB<br>BUDGET     | SUB<br>BUDGET | TOTAL PROJECT<br>BUDGET |
|--------------------------------------|-------------|---------------------|-----------------------------|-------------------|---------------|-------------------------|
| REDWOOD PARK AND RIDE IMPROVEMENT    | 672         | \$116,380.89        | \$8,632.00                  | \$1,167.00        | \$0.00        | <b>\$126,179.89</b>     |
| BUS SHELTER INSTALLATION PROJECT     | 374         | \$58,838.85         | \$3,614.00                  | \$0.00            | \$0.00        | <b>\$62,452.85</b>      |
| BUS MAINTENANCE FACILITY ELECTRIC VE | 357         | \$67,648.92         | \$5,406.00                  | \$1,523.00        | \$0.00        | <b>\$74,577.92</b>      |
| <b>TOTALS</b>                        | <b>1403</b> | <b>\$242,868.67</b> | <b>\$17,652.00</b>          | <b>\$2,690.00</b> | <b>\$0.00</b> | <b>\$263,210.67</b>     |



## **NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO**

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### **SUBJECT**

Napa Valley Transportation Authority (NVTA) Agreement No. 25-C27 for the Position of Executive Director

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve an Employment Agreement (Agreement No. 25-C27, Attachment 1) with Danielle Schmitz for services as the Agency Executive Director with an annual salary amount of \$250,000 plus benefits.

### **EXECUTIVE SUMMARY**

On June 30, 2025, the current NVTA Executive Director will be retiring, leaving the position vacant. Under the direction of the NVTA Board, a nationwide executive recruitment was initiated in January 2025. The recruitment and interview process has since concluded and the Board wishes to enter into agreement with the selected candidate, Danielle Schmitz. Board approval of Agreement No. 25-C27 will appoint Schmitz as NVTA Executive Director effective July 1, 2025 for a three-year contract.

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes, the agreement summarizes Ms. Schmitz' salary and benefits, but the approval of this employment agreement will not result in an increase to the NVTA budget.



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Laura Sanderlin, Board Secretary/Human Resources  
(707) 259-8633/ Email: [lsanderlin@nvta.ca.gov](mailto:lsanderlin@nvta.ca.gov)  
**SUBJECT:** Napa Valley Transportation Authority (NVRTA) Employment Agreement No. 25-C27 for the Position of Executive Director

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve an Employment Agreement (Agreement No. 25-C27, Attachment 1) with Danielle Schmitz for services as the Agency Executive Director with an annual salary amount of \$250,000 plus benefits.

### **COMMITTEE RECOMMENDATION**

None

### **BACKGROUND**

At the Special Board Meeting held on April 14, 2025, the NVRTA Board of Directors convened in Closed Session to conduct interviews with candidates for the position of Executive Director. At the subsequent Special Board Meeting on April 16, 2025, the Board again met in Closed Session and selected a finalist for the position. Following deliberation, the Board extended an offer of employment to Danielle Schmitz, the current NVRTA Deputy Executive Director.

Ms. Schmitz has accepted the offer, and approval of Agreement No. 25-C27 will formally appoint her as NVRTA Executive Director, effective July 1, 2025, under a three-year contract.

**ALTERNATIVES**

Without an appointment, the Executive Director position will remain vacant.

**STRATEGIC GOALS MET BY THIS PROPOSAL**

Not applicable

**ATTACHMENTS**

(1) Employment Agreement No. 25-C27

**NAPA VALLEY TRANSPORTATION AUTHORITY**

**EMPLOYMENT AGREEMENT  
(Executive Director)**

**25-C27**

**THIS AGREEMENT** is made and entered into as of this 21<sup>ST</sup> day of May, 2025, by and between the **Napa Valley Transportation Authority**, a joint powers agency organized under the laws of the State of California pursuant to the Joint Powers Act (Government Code section 6500 et seq.), hereinafter referred to as “Employer” or “NVTa”, and **Danielle Schmitz**, hereinafter referred to as “Employee”.

**RECITALS**

**WHEREAS**, the Board of Directors of the Napa Valley Transportation Authority (hereafter “Board”) desires to retain the services of Employee as the Executive Director, as authorized by Section 6.2 of the Napa Valley Transportation Authority Joint Exercise of Powers Agreement; and

**WHEREAS**, Employee is willing to accept such position subject to the benefits and conditions of employment set forth below.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Scope of Services.** The Employee hereby agrees to perform the functions and duties of the Authority’s Executive Director, overseeing the day-to-day operations of the Authority and being responsible for the executive implementation of the policies and directives of the Board. Employee shall also perform other legally permissible and proper duties and functions consistent with the office of the Executive Director as the Board shall from time to time assign.

1.1 **Hours of Work.** It is recognized by the Parties that the duties of the Executive Director require work outside of normal office hours and Employee agrees to devote such time as may be needed to carry out those duties and, further, to carry out those duties with the highest degree of professionalism possible.

1.2 **Outside Activities.** Employee shall not engage in any outside employment, as a consultant or otherwise, without the prior written approval of the Board. In no event shall any outside activity create a conflict of interest with the Employee’s duties as the Executive Director or give rise to a reasonable perception of such a conflict.

1.3 **Other Terms and Conditions of Employment.** Employer shall have the right, by Resolution, to fix such other terms and conditions of employment relating to the duties, responsibilities and performance of Employee acting as the Executive Director as may be

appropriate provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or any other applicable law.

## **2. Term of the Agreement.**

2.1 Term. Employee's term of employment shall be for a period of three (3) years beginning on July 1, 2025, through June 30, 2028, subject to the conditions contained herein. Nothing in this Employment Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in this Employment Agreement.

2.2 Salary and Benefits to Continue For Duration of Term. In the event a Notice of Termination is issued, all compensation, benefits and requirements of the Agreement shall remain in effect until the Termination Date specified in such Notice of Termination.

2.3 Termination Date. As used herein, the term "Termination Date" means the date on which Employee's employment by Employer terminates under any provision of this Agreement.

## **3. Compensation and Performance Review.**

3.1 Salary. Employer agrees to pay Employee a salary of \$250,000 annually (the "Base Salary"), payable in equal installments at the same time as other Employees of the Employer are paid. Employee shall receive an annual deferred compensation match from Employer up to \$3,500 each year during the term of this Employment Agreement.

### **3.2 Performance Review.**

3.2.1 Review of Performance. The Employer shall work with the Employee to create initial performance objectives and criteria. Review of Employee performance shall be conducted 6 months thereafter. Thereafter, reviews of Employee performance shall take place as often as Employer deems appropriate but not less than once each calendar year. Employer shall advise Employee of the results of that review in writing not later than sixty (60) days following the conclusion of the review. Employer's review and evaluation shall be in accordance with specific criteria developed by Employer from time to time.

3.2.2 Amendments to Agreement. Following any performance evaluation, Employer may, in its sole discretion, increase Employee's compensation or modify other terms of employment by an amendment to this agreement.

### **3.3 Vacation, Sick Leave and Other Benefits.**

3.3.1 In General. Employee shall be entitled to vacation accruals, sick leave benefits, and pension or health benefits as follows: Employee shall be entitled to the same vacation

accruals, sick leave benefits, pension and health benefits that are approved by the NVTB Board for other NVTB management employees.

3.3.2 Expenses Relating to Professional Development. Employer agrees to pay a reasonable amount for the professional dues and subscriptions of Employee necessary for Employee's continued full participation in up to two (2) national, regional, state or local associations/organizations deemed necessary and desirable by Employee for the effective and professional performance of Employee's duties under this Agreement. Such participation shall require Employer's advance consent. Employer also agrees to pay the tuition and reasonable expenses of the Employee for courses, seminars, new executive director training, or conferences deemed necessary by Employer or desirable by Employee for the effective and professional performance of Employee's duties under this Agreement, if prior approval is given by Employer for such expenses.

3.3.3 Travel and Related Expenses. Employee shall be entitled to a \$7,200 annual car allowance, payable in equal monthly installments. Other necessary travel and related expenses of Employee shall be reimbursed in accordance with NVTB's adopted Travel Policy.

3.5 Records. Employee shall keep receipts and accurate records of all expenses and charges claimed to be reimbursable under this Agreement, which records shall be suitable in form and content both for Employer's records and for Internal Revenue Service purposes.

3.6 Tax Withholding. All amounts of base salary and other compensation, if any, payable to Employee under this Agreement shall be reduced by any amounts that Employer is required to withhold with respect to such payments under the then applicable provisions of any state, federal or local income or other tax laws, regulations or statutes of a like nature, or any and all other state, federal or local laws of any kind or nature.

4. **Severance Pay.** Subject to the limit established by Government Code section 53260<sup>i</sup>, should separation occur due to termination or resignation in lieu of termination, the Executive Director shall receive a sum equal to her salary for six months. Such separation must occur for other than the following reasons: (a) death, (b) incapacity due to mental or physical disability to the extent permitted by law, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of her duties.

Prior to the delivery of severance pay, and as a condition of receipt of such severance, the Executive Director shall execute and deliver to NVTB a release provided by NVTB Counsel effective as of the date of separation, releasing the NVTB Board, its officers, employees and agents from all claims the Executive Director may have against NVTB, the Board, its officers, employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination 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.



5. **Insurance to be Provided by Employee.** Employee 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) Liability insurance. Employee shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, 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. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Employee's employment of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(b) Certificates. All insurance coverages referenced in 4(a), above, shall be evidenced by one or more certificates of coverage or, with the consent of Authority's Risk Manager, demonstrated by other evidence of coverage acceptable to Authority's Risk Manager, which shall be filed by Employee with the Authority's Secretary prior to commencement of performance of any of Employee's duties; shall be kept current during the term of this Agreement; shall provide that Authority 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

(c) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTAs Risk Manager, which approval shall not be denied unless the NVTAs 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 Employee by this Agreement. At the option of and upon request by NVTAs Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTAs, its officers, employees, agents and volunteers or Employee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

6. **Termination by Employer of At Will Status.** Employee is employed at the will of Employer and no express or implied promise has been made to Employee for any form of continued employment. Therefore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate Employee and this Agreement at any time, with or without cause, by delivery of written notice of such termination to Employee, such notice being given pursuant to Paragraph 14.15 of this Agreement.

7. **Termination by Employee.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time as the Executive Director by delivery of written notice of such termination to Employer not less than thirty (30) days in advance of the Termination Date set forth in the notice, unless the parties otherwise agree in writing. In such a case, Employer shall pay to Employee, in full and complete payment of compensation due to Employee under this Agreement, Employee's regular pay and accrued expenses through the Termination Date.

8. **Indemnification.** In addition to any requirements imposed by state and/or local law, Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action (collectively the "Claim"), whether groundless or

otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as the Executive Director, except to the extent caused by Employee's gross negligence, recklessness or intentional misconduct or caused by actions of Employee that were outside of the course and scope of Employee's employment as the Executive Director. Employer shall have the right to select and employ counsel to defend the Employer and/or Employee as a result of the filing of any such Claim and to compromise and settle any such Claim and shall pay (directly or through insurance) the amount of any settlement or judgment rendered with respect to such Claim. Employee agrees to cooperate fully with the Employer in its efforts to defend against any such Claims as may be filed whether or not still employed by Employer.

9. **Bonding.** Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or administrative requirement. Employee shall complete all necessary applications and otherwise cooperate with Employer in applying for and obtaining such bond.

10. **Return of Property.** On the Termination Date, regardless of how or why this Agreement is terminated, or whenever otherwise reasonably requested by Employer, Employee shall immediately return to Employer any or all of Employer's property, tangible or intangible, real, personal or mixed, including, but not limited to, any such property that is in Employee's possession or under Employee's control or which is used, produced or created by Employee in rendering services under this Agreement or otherwise, all of which Employee hereby acknowledges and agrees is and shall be the property of Employer. Notwithstanding the above, Employee may retain a copy of a reasonable amount of work product personally created, but not work product created by the NVTAs staff, for Employee's records and personal use in securing future employment with another employer. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by Employee while functioning as the Executive Director shall be deemed a "work made for hire" for purposes of copyright or patent law and only Employer shall be entitled to claim or apply for the copyright or patent thereof.

11. **Conflict of Interest.** Employee acknowledges that she is aware of the provisions of Government Code sections 1090, et seq. and sections 1125 et seq. relating to conflicts of interest, interests in contracts, incompatible activities and financial conflicts of interest of public officers and employees. Employee further acknowledges that Employee is aware of the common law doctrine of incompatibility of offices. Employee hereby covenants that Employee presently has no interest that is known to Employee, or should be known to Employee, and which has not been disclosed to Employer. Employee further covenants that Employee shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of Employee's services hereunder, except to the extent the Employer may consent to in writing prior to the acquisition by Employee of such interest and such acquisition is permitted by law. Employee further warrants that Employee is unaware of any financial or economic interest that any public officer, or employee of any public entity, may have in the execution of this Agreement. Employee agrees that if such financial interest does exist at the inception of this Agreement, Employer may terminate this Agreement immediately upon giving ten days written notice without further obligation by Employer to Employee under this Agreement. Employee further understands that engaging in activities violative of the above statutory or common law provisions will constitute a substantial and material breach in the terms and conditions of this Agreement.

12. **Statement of Economic Interest.** Employee acknowledges that Employee is aware of the provisions of Government Code sections 87100, et seq. Employee further acknowledges and

understands that Employer has developed and approved a Conflict of Interest Code which will require Employee to file with the Elections Division of the Napa County Assessor-Clerk-Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest. Employee agrees to timely comply with all Statements of Economic Interest filing obligations required by California law and by Employer’s Conflict of Interest Code during the duration of Employee’s employment with the Napa Valley Transportation Authority.

13. **Non-Discrimination.** Employee agrees not to discriminate in the performance of Employee’s functions and duties on the ground of, or 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 any condition related thereto, or the use of family care leave. Employee 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, Employee 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, as such statutes and regulations may be amended from time to time. Employee further understands that engaging in such discrimination will constitute a substantial and material breach in the terms and conditions of this Agreement.

14. **General Provisions.**

14.1 Employer Policies. To the extent not inconsistent with the Agreement, Employee acknowledges and agrees that she is bound by all of the Employer’s employment policies as they may be adopted and/or modified by Employer from time to time in its sole discretion. In the event of an inconsistency between the Employer’s employment policies as may be adopted and/or modified, and any provision of this Agreement, the terms of this Agreement shall control.

14.2 Binding Nature of Agreement; Assignment; 3<sup>rd</sup> Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns. Employee acknowledges that the services to be rendered by Employee pursuant to this Agreement are unique and personal. Accordingly, Employee may not assign or transfer any of Employee’s rights or obligations under this Agreement without the prior written consent of Employer (which consent may be withheld by Employer in its sole discretion) and any purported assignment of Employee’s rights or obligations without such written consent shall be void and of no force or effect. Except as expressly provided in this Agreement, no other person or entity is intended to or shall have any rights or benefits under this Agreement, whether as third party beneficiaries or otherwise.

14.3 Amendment. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both parties. Therefore, any purported oral agreement to amend any term of this Agreement must be reduced to writing before it can be given effect.

14.4 Governing Law; Choice of Forum. This Agreement is executed, delivered and will be performed in the State of California, and the substantive laws of the State of California (without

reference to choice of law or conflicts of laws principles) shall govern its interpretation and enforcement. 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, and each of the parties irrevocably consents to jurisdiction and venue in such Court for such purposes. 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 of any dispute arising under this Agreement.

14.5 Relationship Created. The relationship created by this Agreement shall be deemed and construed to be, and shall be, solely that of employer and employee and not of any other type or nature.

14.6 Attorneys' Fees. Should any proceeding or litigation be commenced between the parties concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees, to be determined by the court, and not by the jury.

14.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable, and this Agreement shall be reformed accordingly.

14.8 Further Assurances. Employee shall execute and deliver all other instruments and documents and shall take all other actions as Employer may reasonably request from time to time, before or after the execution of this Agreement, in order to effectuate the transactions provided for in this Agreement.

14.9 Construction. This Agreement is intended to express the intent of both Parties, and irrespective of the identity of the Party or counsel who prepared this Agreement or any draft of this Agreement, no rule of strict construction shall be applied against any Party. All words used in this Agreement are intended to refer to the appropriate number or gender, regardless of the number or gender stated. Employee acknowledges that she has been advised by Employer prior to execution of this Agreement to consult with legal counsel, should she feel the need to do so, regarding the meaning of the terms and conditions contained herein as the terms of this Agreement will not be construed to apply for or against her in the event of litigation due to the inclusion of this section in the Agreement.

14.10 Indulgences Not Waivers. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

14.11 Costs and Expenses. Each Party shall bear its own costs, including counsel fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and all matters incident to this Agreement.

14.12 Headings. The captions or headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. The terms of the Agreement are set out in the text under the headings.

14.13 Recitals. The Recitals made and stated above are hereby incorporated by reference into, and made a part of, this Agreement.

14.14 Authority to Contract. Employee warrants that Employee is legally permitted and otherwise has the ability to enter into and perform this Agreement.

14.15 Notice. 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. Alternatively, any notice required or desired to be given may be personally served in the same manner as is applicable to civil judicial practice as of the date such notice is given. 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. Any notice personally served shall be deemed given as of the date of personal service. 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.

EMPLOYER  
NVTa Secretary  
625 Burnell Street  
Napa CA 94559

EMPLOYEE  
Danielle Schmitz  
P.O. Box 204  
Napa CA 94559

Any Party may alter the address or addresses to which communications or copies are to be sent to such Party by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

14.16 Prior Approvals. Unless otherwise required by law or expressly stated in this Agreement, in any case where the prior approval of Employer is required to authorize the incurrence of a job-related expense by Employee, the written approval of the Chair of the Board of Directors shall constitute approval by Employer.

14.17 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

15. **Counterparts.** This Agreement may be executed simultaneously in two (2) counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Chair, as duly authorized by the Board and on behalf of Board, has signed and executed this Agreement and Employee has signed and executed this Agreement, both in duplicate as of the date hereinabove first written.

By \_\_\_\_\_  
DANIELLE SCHMITZ  
“EMPLOYEE”

NAPA VALLEY TRANSPORTATION AUTHORITY, a  
joint powers agency

By \_\_\_\_\_  
MARK JOSEPH  
Chairman of the Board of the Directors  
“EMPLOYER”

Attest: NVTB Board Secretary

Approved as to Form

\_\_\_\_\_  
Laura Sanderlin

\_\_\_\_\_  
Osman I. Mufti, NVTB Counsel

**§ 53260. Employment Contracts**

(a) All contracts of employment between an employee and a local agency employer shall include a provision that provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, with the following exceptions:

(1) If the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

(2) In the case of a district superintendent of schools, for contracts of employment executed on or after January 1, 2016, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 12.

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(b) (1) Notwithstanding subdivision (a), if a local agency employer, including an administrator appointed by the Superintendent, terminates its contract of employment with its district superintendent of schools, that local agency employer shall not provide a cash or noncash settlement to its superintendent in any amount if the local agency employer believes, and subsequently confirms, pursuant to an independent audit, that the superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

(2) This subdivision applies only to a contract for employment executed on or after January 1, 2016.

(c) The cash settlement formulas described in subdivision (a) are maximum amounts that may be paid by a local agency employer to an employee and not a target or example of the amount of the cash settlement to be paid by a local agency employer to an employee in all contract termination cases.



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Transportation Development Act Article 3 (TDA-3) Guidelines and Call for Projects

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Transportation Development Act Article 3 (TDA-3) Guidelines and open a Call for Projects for Fiscal Year 2025-2026 through 2026-2027.

### **EXECUTIVE SUMMARY**

The TDA-3 Program provides grants for local bicycle and pedestrian projects, funded by approximately 2% of the ¼ cent statewide sales tax.

This Call for Projects would solicit applications from local jurisdictions for approximately \$470,000 in anticipated funding over the coming two-year period. Minor changes have been made to local program guidelines to clarify the eligibility and requirements associated with Quick Build projects and clarify application requirements.

Applications for TDA-3 funding will be due to NVTA by 5:00pm on Monday, July 7<sup>th</sup>, 2025. Pursuant to MTC requirements, the NVTA ATAC would review and recommend approval of TDA-3 funding requests at their July 28<sup>th</sup>, 2025 meeting. Following ATAC and TAC review, the list of projects recommended for funding will go to the NVTA Board on September 17<sup>th</sup> for approval.

### **FISCAL IMPACT**

None.





## NAPA VALLEY TRANSPORTATION AUTHORITY

### **Board Agenda Memo**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Patrick Band, Associate Program Planner  
(707) 259-8781 / Email: pband@nvta.ca.gov  
**SUBJECT:** Transportation Development Act Article 3 (TDA-3)  
Guidelines and Call for Projects

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Transportation Development Act Article 3 (TDA-3) Guidelines and open a Call for Projects for Fiscal Year 2025-2026 through 2026-2027.

### **COMMITTEE RECOMMENDATION**

Local Guidelines (Attachment 1) and the proposed Call for Projects were reviewed by the NVTA Technical Advisory Committee (TAC) at their meeting of May 1, 2025, and recommended for Board approval.

### **BACKGROUND**

The TDA-3 program provides grants for local bicycle and pedestrian projects. The program is funded by approximately 2% of the ¼ cent statewide sales tax generated in Napa. This generates approximately \$165,000 per year in revenue for Napa jurisdictions. Unused funds are accumulated and rolled over to future programming cycles.

TDA-3 funds may be used for capital infrastructure, maintenance, and/or Quick Build purposes, as well as limited safety education programs, as outlined in Attachment 1. In 2018, the NVTA Board requested a change to NVTA policy that prioritized infrastructure projects for TDA-3 funds.

As of February 2025, the MTC fund estimate for FY 2025-26 is \$221,487. NVTA is estimating \$471,262 for a 2-year cycle.

**Table 1. Simplified Napa County TDA-3 Fund Estimate**

|  | As of<br>6/30/2024 | 2-Year<br>Revenue<br>Estimate | Outstanding<br>Commitments* | Available for<br>Programming** |
|--|--------------------|-------------------------------|-----------------------------|--------------------------------|
| <b>FUND<br/>BALANCE</b>  | \$685,262          | \$386,000                     | (\$600,000)                 | \$471,262                      |
| *This amount includes \$500,000 programmed through FY 2024-25, as well as \$100,000 in funding in FY 2025-26.  |                    |                               |                             |                                |
| **Actual funding available is based upon statewide sales tax receipts through FY 2026-27. NVTA staff will provide updates as needed should revenue projections come in lower than anticipated. |                    |                               |                             |                                |

Quick Build projects can significantly improve safety and accessibility at the neighborhood level, and staff recommend prioritizing TDA-3 funding for these efforts, consistent with objectives of the Napa Countywide Vision Zero Plan, Local Roadway Safety Plans, Safe Routes to School Plans, and related efforts. Quick Build projects are expected to be delivered on an expedited basis and will have a TDA-3 funding limit of \$50,000 per project. Jurisdictions are welcome to apply for multiple Quick Build projects but are required to submit a separate application for each project.

Applicants considering Quick Build projects are advised to consult the following guidelines and resources to ensure eligibility:

- Manual on Uniform Traffic Control Devices:  
[https://mutcd.fhwa.dot.gov/kno\\_2009r1r2.htm](https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm)
- National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide: <https://nacto.org/publication/urban-bikeway-designguide/>
- Active Transportation Resource Center (ATRC) Quick Build Dropdown:  
<https://caatpresources.org/index.cfm/1510>
- Alta Planning and California Bicycle Coalition Quick Build Guide:  
<https://altago.com/wpcontent/uploads/Quick-Build-Guide-White-Paper-2020-1.pdf>
- People for Bikes: Quick-Build for Better Streets:  
<https://www.peopleforbikes.org/reports/quick-builds-for-better-streets-a-new-projectdelivery>
- Urban Street Design Guide - Interim Design Strategies:  
[https://nacto.org/publication/urban- %20street-design-guide/interim-design-strategies/](https://nacto.org/publication/urban-%20street-design-guide/interim-design-strategies/)

To give jurisdictions adequate time to assess project eligibility, prepare applications, and consult NVTA staff as needed, the following timeline is proposed for this funding cycle:

**Table 2. Timeline**

| ITEM  | DATE               |
|---|--------------------|
| NVTA Board – Issue Call for Projects        | May 21, 2025       |
| TDA-3 Applications - Due to NVTA by 5:00 PM | July 7, 2025       |
| Draft Program Review by ATAC                | July 28, 2025      |
| Draft Program Review by TAC                 | September 4, 2025  |
| Board Approval – Program of Projects        | September 17, 2025 |

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

#### Goal 2: Improve System Safety to Support All Modes and Serve All Users

By funding the design, permitting, and construction of bicycle and pedestrian projects, and maintenance of these facilities, the TDA-3 program supports efforts to provide safe, convenient, and accessible active transportation choices for local residents.

#### Goal 3: Use Taxpayer Dollars Efficiently

The Call for Projects and subsequent award of funds will allow local jurisdictions to utilize sales tax revenue for projects identified in locally adopted plans.

### **ATTACHMENTS**

- (1) Draft Local Guidelines for TDA-3 Program
- (2) TDA-3 Application Template



**Guide and Application for**  
**Transportation Development Act Article 3 (TDA-3)**  
**Funds for Napa County**

FY 2025-26 & FY 2026-27  
Applications Due to NVTA:  
Monday, July 7, 2025 by 5:00 p.m.

NVTA  
625 Burnell Street  
Napa, CA 94559  
Phone: 707-259-8631  
Fax: 707-259-8638  
[www.nvta.ca.gov](http://www.nvta.ca.gov)

The Napa Valley Transportation Authority (NVTA) is pleased to announce a Call for Projects for Transportation Development Act, Article 3 (TDA-3) funds available to Napa County jurisdictions.

TDA-3 is a grant program under the Metropolitan Transportation Commission (MTC), funded by approximately 2% of the ¼ cent Statewide Sales Tax. This generates approximately \$165,000 per year in revenues for jurisdictions in Napa County. The purpose of the TDA-3 program is to provide funding for local bicycle and pedestrian projects.

The TDA-3 program can fund a wide range of project types including:

- Construction and/or engineering of a bicycle or pedestrian capital project
- Capital purchases for maintenance of a Class I or Class IV facilities
- Enhancement of Class II bicycle lanes
- Bicycle safety education programs (no more than 5% of county total)
- Development of a comprehensive bicycle and/or pedestrian facilities plan (once every 5 years)
- Quick Build Projects

This packet has been created to help guide local jurisdictions in submitting a successful application for funding.

The available funding for Napa County TDA-3 projects for FY 2025-26 through FY 2026-27 will be approximately \$471,000 dollars. Applications are due to NVTA by 5:00 PM on Monday, July 7, 2025.

If you have any questions, you may contact Patrick Band, TDA-3 Program Manager at:

NVTA  
625 Burnell Street  
Napa, CA 94559  
Phone: 707-259-8631

Sincerely,

Kate Miller  
Executive Director  
Napa Valley Transportation Authority

### **The TDA-3 Program**

The California State Legislature passed the Transportation Development Act (TDA) in 1971, which was subsequently signed into law by Governor Reagan. The TDA provides one of the major funding sources for public transportation in California. These funds are generated from a statewide ¼ cent sales tax. Article 3 of TDA is a set-aside of approximately 2% of those monies. Under Article 3 of the TDA, funds allocated to Napa County are available to local jurisdictions for bicycle and pedestrian projects.

The Metropolitan Transportation Commission (MTC) administers TDA 3, which is distributed based on population. Each year, an annual fund estimate or “entitlement” is developed for each County. A county’s claim in any given year cannot exceed the sum of their accumulated funds plus their projected entitlement for the following two years.

Funds are obtained by local jurisdictions via a three-step process: (1) apportionment, (2) allocation, and (3) payment (reimbursement). Apportionment in the San Francisco Bay Area follows a Metropolitan Transportation Commission (MTC) formula based upon population. Allocation is the discretionary action by MTC that designates funds for a specific claimant for a specific purpose. NVTA submits TDA allocation requests to MTC on a regular basis, and unused TDA funds allocated to any project may be rolled over from one fiscal year to the next. No matching funds are required, but the project must meet the funding objectives and be developed in cooperation with the community. The basic objectives of the grant source are to fund projects that increase the safety, security, and efficiency of bicycle and pedestrian travel, and to provide for a coordinated system. MTC requires supporting resolutions from the sponsoring Council.

This “Call for Projects” will be issued on May 21, 2025 upon approval by the NVTA Board of Directors. In addition to the application, project sponsors must provide documentation of environmental clearance and maps/documents showing project locations and design parameters. Projects must be approved by MTC.

TDA 3 projects are required to meet Caltrans safety design criteria and CEQA requirements; be completed within two years; be maintained; be consistent with adopted active transportation plans; and be authorized by a governing council or board. Local authorization is not required at time of application submission, but shall be due within 90 days of NVTA Board project approval and prior to annual submission of the Countywide TDA-3 claim to MTC.

As part of the grant process, MTC also requires the City Council to adopt a resolution making certain findings as follows:

- (i) There are no legal impediments regarding the project.
- (ii) Jurisdictional or agency staffing resources are adequate to complete the project.
- (iii) There is no pending or threatened litigation that might adversely affect the project or the ability of the project sponsor to carry out the project.
- (iv) Environmental and right-of-way issues have been reviewed and found to be in such a state that fund obligation deadlines will not be jeopardized.

- (v) Adequate local funding is available to complete the project.
- (vi) The project has been conceptually reviewed to the point that all contingent issues have been considered.

### **Basic Eligibility for TDA-3 Funding**

TDA Article 3 funds may be used for the following activities relating to pedestrian and bicycle facilities, including):

- Engineering expenses leading to construction.
- Right-of-way acquisition.
- Construction and reconstruction.
- Retrofitting existing bicycle and pedestrian facilities, including installation of signage, to comply with the Americans with Disabilities Act (ADA).
- Route improvements such as signal controls for cyclists, bicycle loop detectors, rubberized rail crossings and bicycle-friendly drainage grates.
- Purchase and installation of bicycle amenities such as:
  - secure bicycle parking,
  - benches, drinking fountains, changing rooms, rest rooms and showers which are adjacent to bicycle trails, employment centers, park-and-ride lots, and/or transit terminals and are accessible to the general public.
- Maintenance of Class I shared-use path or Class IV separated bikeways.
- Restriping of Class II bikeways. Countywide, the total funds allocated to Class II bikeway maintenance cannot exceed 20% of the total countywide TDA estimate
- Bicycle Safety Education Programs (and not more 5% of the countywide TDA Article 3 funds). Pursuant to NVTB Board policy, infrastructure projects are prioritized.
- Comprehensive Bicycle & Pedestrian Facilities Plans (not more than once per jurisdiction every 5 years)
- Projects identified in a recent (within 5 years) comprehensive local bicycle or pedestrian plan
- Quick-Build (also known as interim capital infrastructure) projects
- Capital purchases for maintenance of Class I or Class IV facilities (compact sweeping machine, blower, etc)
- Annual Audits in fiscal years funds are disbursed. Can be part of annual audit program, but must comply with additional TDA-3 requirements.

TDA Article 3 funds may not be used to fully fund the salary of any one person working on these programs.

### **Active Transportation Advisory Committee Requirement**

Cities and counties may not receive TDA Article 3 funds for projects unless the jurisdiction has established an Active Transportation Advisory Committee (ATAC) and the project is included in an adopted plan as stipulated in the MTC TDA Article 3 Policies and Procedures, Resolution 4108. For Napa County, the NVTB Active Transportation Advisory Committee fulfills this requirement.

Note that for those jurisdictions with a local Active Transportation Advisory Committee, the approval of that committee is also required.

### **Recent TDA-3 Project Examples in Napa County**

| <b>Project Name</b>                                    | <b>Sponsor</b>  | <b>TDA-3 Funds</b> | <b>Total Project \$</b> |
|--|-----------------|--------------------|-------------------------|
| Lincoln & Brannan Crosswalk                            | Calistoga       | \$150,000          | \$440,000               |
| Eucalyptus Dr. Sidewalk Gap Closure                    | American Canyon | \$53,000           | \$113,000               |
| Pratt/Elmhurst Crosswalk Improvements on Main St./SR29 | St. Helena      | \$50,000           | \$80,000                |

### **Project Selection Process**

The project selection process is as follows:

- NVTA staff will review prospective projects for eligibility based on TDA-3 requirements, and conduct a preliminary evaluation of cost-effectiveness, project readiness, potential to reduce serious/fatal collisions, and increase active transportation use. Staff will present their findings to the NVTA Active Transportation Advisory Committee (ATAC) which will serve as the initial selection and prioritization committee.<sup>1</sup>
- The ATAC recommendations will be forwarded to the NVTA Technical Advisory Committee (TAC) for their review and recommendation.
- The recommendation from both Committees will be forwarded to the NVTA Board for their decision.

### **TDA-3 Project Selection Criteria for Napa County**

For All Applications:

- The project provides a gap closure connecting two or more existing facilities.
  - Note that this criteria does not apply to Quick Build safety projects.
- The project is listed in the jurisdiction's adopted Bicycle or Pedestrian Plan, Local Roadway Safety Plan, the Countywide Vision Zero Plan, Safe Routes to School Plan, and/or related traffic safety or traffic calming program.

Preference will be given to projects that meet the following criteria:

- Provides a safe route to school and/or transit are located at or along an identified High Injury Network intersection or corridor
- Provide additional local matching funds (not required)

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<sup>1</sup> Pursuant to MTC Memorandum on TDA-3 Bicycle Pedestrian Advisory Committee (BPAC) review dated October 6, 2014, jurisdictions that have a local BPAC or similar advisory committee are generally required to have that body review and prioritization of projects. See [https://mtc.ca.gov/sites/default/files/TDA3\\_BAC\\_Guidance.pdf](https://mtc.ca.gov/sites/default/files/TDA3_BAC_Guidance.pdf)



NVTA intends to prioritize applications for Quick Build projects for funding. Applicants with eligible Quick Build projects are advised to consult Caltrans guidelines for such projects.<sup>2</sup> NVTA staff are available to provide additional resources and consultation regarding such projects.

Additional screening criteria for Quick Build projects include:

- Limit of \$50,000 per project application
  - Multiple applications for Quick Build projects may be submitted by a single jurisdiction
- Jurisdiction commitment to complete the project within 12 months
  - Failure to complete project within this timeframe may result in rescission of funds
- Jurisdiction commitment to maintain Quick Build improvements until permanent improvements are made (generally within 3 years). Removal of the project resulting in a return to prior conditions or functional equivalent require prior justification to MTC and NVTA.

### **Application Instructions:**

TDA-3 project applications for FY 2025-26 through FY 2026-27 must be submitted to NVTA no later than 5:00 pm on Monday, July 7<sup>th</sup>, 2025. Applications may be emailed to Patick Band at pband@nvta.ca.gov

Applications must include:

- MTC project application
- 8.5x11 map of the project area clearly showing extent of project improvements
- Minimum of 3 representative photographs of existing conditions

As noted elsewhere in this document, a Resolution of Local Support, identification of approved bicycle, pedestrian or other relevant supporting plan, and other materials will be required subsequent to application submittal for successful projects/programs.

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<sup>2</sup> <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/atp/cy6/cy-6-finalquickbuild-supplementalguidance-v2.pdf>

### **What Happens After Submission of the TDA-3 application?**

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

| <b>ITEM</b>                                 | <b>DATE</b>        |
|---|--------------------|
| NVTa Board – Issue Call for Projects        | May 21, 2025       |
| TDA-3 Applications - Due to NVTa by 5:00 PM | July 7, 2025       |
| Draft Program Review by ATAC                | July 28, 2025      |
| Draft Program Review by TAC                 | September 4, 2025  |
| Board Approval – Program of Projects        | September 17, 2025 |

### **Contact Information**

Napa County TDA-3 Program Manager:  
Patrick Band  
625 Burnell Street  
Napa, CA 94559  
Phone: (707) 259-8781  
[pband@nvta.ca.gov](mailto:pband@nvta.ca.gov)

MTC  
Luis Garcia  
Transit Operations Funding Coordinator  
MTC, Funding Policy and Programs  
375 Beale St., Suite 800  
San Francisco, CA 94105  
Phone: (415) 778-6616  
[lgarcia@bayareametro.gov](mailto:lgarcia@bayareametro.gov)

Resolution No. \_\_\_\_\_

Attachment B**TDA Article 3 Project Application Form**

page \_\_\_\_\_ of \_\_\_\_\_

|   |  |                                 |  |
|---|--|---------------------------------|--|
| 1. <b>Agency</b>  |  |                                 |  |
| 2. <b>Primary Contact</b>   |  |                                 |  |
| 3. <b>Mailing Address</b>   |  |                                 |  |
| 4. <b>Email Address</b>   |  | 5. <b>Phone Number</b>          |  |
| 6. <b>Secondary Contact</b> (in the event primary is not available)   |  |                                 |  |
| 7. <b>Mailing address</b> (if different) N/A <input type="checkbox"/> |  |                                 |  |
| 8. <b>Email Address</b>   |  | 9. <b>Phone Number</b>          |  |
| 10. <b>Send allocation instructions to</b> (if different from above): |  |                                 |  |
| 11. <b>Project Title</b>  |  |                                 |  |
| 12. <b>Amount requested</b>   |  | 13. <b>Fiscal Year of Claim</b> |  |

**14. Description of Overall Project:**

|  |
|--|
|  |
|--|

**15. Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

|  |
|--|
|  |
|--|

**16. Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

|  |
|--|
|  |
|--|

**Project Relation to Regional Policies** (for information only)17. Is the project in an [Equity Priority Community](#)?Yes ☐No ☐18. Is this project in a [Priority Development Area](#) or a [Transit-Oriented Community](#)?Yes ☐No ☐

## 19. Project Budget and Schedule

| Project Phase | TDA 3 | Other Funds | Total Cost | Estimated Completion<br>(month/year) |
|---------------|-------|-------------|------------|--------------------------------------|
| Bike/Ped Plan |       |             |            |                                      |
| ENV           |       |             |            |                                      |
| PA&ED         |       |             |            |                                      |
| PS&E          |       |             |            |                                      |
| ROW           |       |             |            |                                      |
| CON           |       |             |            |                                      |
| Total Cost    |       |             |            |                                      |

### Project Eligibility

- A.** Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes ☐ No ☐  
 If "YES," identify the date and provide a copy or link to the agenda.  
 If "NO," provide an explanation).
- B.** Has the project been approved by the claimant's governing body? Yes ☐ No ☐  
 If "NO," provide expected date: \_\_\_\_\_
- C.** Has this project previously received TDA Article 3 funding? Yes ☐ No ☐  
 (If "YES," provide an explanation on a separate page)
- D.** For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to [Chapter 1000 of the California Highway Design Manual](#)? Yes ☐ No ☐
- E. 1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes ☐ No ☐
- 2.** If "NO" above, is the project is exempt from CEQA for another reason? Yes ☐ No ☐  
 Cite the basis for the exemption. \_\_\_\_\_  
 If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate. N/A ☐
- F.** Estimated Completion Date of project (month and year): \_\_\_\_\_
- G.** Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes ☐ No ☐
- H.** Is a Complete Streets Checklist required for this project? Yes ☐ No ☐  
 If the amount requested is over \$250,000 or if the total project phase or construction phase is over \$250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: <https://mtc.ca.gov/planning/transportation/complete-streets>



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Napa Valley Transportation Authority (NVTA) Agreement No. 25-C04 with Stradling, Yocca, Carlson & Rauch (“Stradling”) for Bond Counsel, Disclosure Counsel and Tax Attorney Advisory Services

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority authorize the Executive Director, or designee to execute and make minor changes to Agreement No. 25-C04 with Stradling (Attachment 1) for bond, disclosure, and tax advisory legal services for a period of up to six years in an amount not to exceed \$300,000, for actual services rendered.

### **EXECUTIVE SUMMARY**

NVTA released a Request for Proposals (RFP) 25-R19 on January 2, 2025, to provide professional bond counsel, disclosure counsel and tax attorney advisory services for the NVTA and NVTA-TA. Four proposals were received, and based on the merits of the proposal, the Evaluation Committee concluded Stradling met the requirements outlined in the RFP.

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes. The estimated cost of services is up to \$300,000 over the six-year contract period. Funding these services will be provided through Measure U administration funds.

Bond Counsel’s fees are typically on a “per financing” basis and are contingent upon the successful issuance of financing obligations. If there isn’t any financings, there is no need for bond and disclosure counsel and the agency will not be charged for services. Tax advisory and other legal services will be charged on a per hour basis depending on the scope of work requested.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors

**FROM:** Kate Miller, Executive Director

**REPORT BY:** Antonio Onorato, Director - Administration, Finance and Policy  
(707) 259-8779 / Email: [aonorato@nvta.ca.gov](mailto:aonorato@nvta.ca.gov)

**SUBJECT:** Napa Valley Transportation Authority (NVTA) Agreement No. 25-C04 with Stradling, Yocca, Carlson & Rauch LLP ("Stradling") for Bond Counsel, Disclosure Counsel, and Tax Attorney Advisory Services

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority authorize the Executive Director, or designee to execute and make minor changes to Agreement No. 25-C04 with Stradling (Attachment 1) for bond, disclosure, and tax advisory legal services for a period of up to six years in an amount not to exceed \$300,000, for actual services rendered.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

To ensure continued legal expertise, and especially considering Measure U bonding potential, NVTA issued a competitive solicitation for bond counsel and disclosure counsel services on January 2, 2025. NVTA seeks to engage a firm capable of supporting the agency's objective for issuing debt, which requires contracting for these services, to ensure the efficient, effective, and successful delivery of the Measure U capital program.

The bond counsel is an essential member of a government issuer's bond financing team. The legal firm not only prepares authorizing documents, disclosure documents and assists in compliance with IRS regulations, but also renders an opinion on the validity of the bond offering, the security for the offering, and whether and to what extent interest on the bonds is exempt from income and other taxation. The opinion of bond counsel provides assurance both to issuers and to investors who purchase the bonds that all legal and tax requirements relevant to the matters covered by the opinion are met.

The solicitation was advertised on NVTa's website, the Napa Valley Register, and publicpurchase.com, and direct emails to known firms

A pool of qualified firms was created composed of the following four firms:

- Best, Best, and Kreiger LLP (BBK)
- Hawkins Delafield & Wood LLP (Hawkins)
- Nixon Peabody LLP (Nixon Peabody)
- Stradling, Yocca, Carlson & Rauch LLP (Stradling)

The RFP provided that an Evaluation Committee assess the technical proposals. The committee included the Executive Director, Deputy Executive Director, Director of Finance, and Senior Accountant. The Evaluation Committee scored the firms based on the following criteria. Table 1 provides the results of the scoring and ranking of the firms.

- Understanding of Work to be Done; 40 points
- Firm, Entity/Individual Background, and Experience with similar Public Entities; 25 points
- Qualifications of Proposer and Project Staffing; 25 points
- Cost Rates – Value; 10 points

Table 1: Scores and Ranking

| <b>Firm</b>   | <b>Score</b> | <b>Rank</b> |
|---------------|--------------|-------------|
| Stradling     | 357          | 1           |
| Hawkins       | 355          | 2           |
| Nixon Peabody | 331          | 3           |
| BBK           | 284          | 4           |

The top two scorers- Hawkins and Stradling were invited for a one-hour interview. Based upon the Evaluation Committee's assessment of the interviews, Stradling was confirmed as the top firm to serve as the bond counsel, disclosure counsel, and tax attorney services.

### **ATTACHMENT(S)**

(1) Draft NVTa Agreement No. 25-C04 with Stradling

**NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)****AGREEMENT NO. 25-C04**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of **May, 2025**, 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 Stradling Yocca Carlson & Rauth LLP whose mailing address is 660 Newport Center Drive, Suite 1600, Newport Beach, CA 92660 hereinafter referred to as "CONSULTANT";

**RECITALS**

**WHEREAS**, NVTA wishes to obtain specialized services in order to provide bond, disclosure and tax counsel services as requested by NVTA and NVTA-TA; and

**WHEREAS**, NVTA has authorized the NVTA Executive Director or designee to enter into a contract for services at its May 21, 2025, meeting; and

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

**TERMS**

**NOW, THEREFORE**, NVTA hereby engages the services of CONSULTANT, and CONSULTANT 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 ("Effective Date") and shall expire six (6) years from the effective date 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 CONSULTANT 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.** CONSULTANT shall provide NVTA those services set forth in CONSULTANT's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary, or conflict with the terms of this Agreement are null and void.



### 3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$300,000 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

### 4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONSULTANT to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONSULTANT'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. CONSULTANT shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to [ap@nvta.ca.gov](mailto:ap@nvta.ca.gov), who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

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

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

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

6. **Specific Performance.** It is agreed that CONSULTANT, including the agents or employees of CONSULTANT, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONSULTANT 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 CONSULTANT.

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

(a) Workers' Compensation insurance. CONSULTANT will provide workers' compensation insurance as required by law during the term of this Agreement, CONSULTANT shall provide workers' compensation insurance for the performance of any of the CONSULTANT'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) Liability insurance. CONSULTANT shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

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

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

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired,

leased and non-owned vehicles used in conjunction with CONSULTANT's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONSULTANT with NVTA's Deputy Executive Director prior to commencement of performance of any of CONSULTANT'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) CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONSULTANT by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONSULTANT 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, CONSULTANT shall hold harmless, defend at its own expense, and indemnify NVTa and the officers, agents, employees and volunteers of NVTa from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or its officers, agents, employees, volunteers, consultants and subconsultants 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.** CONSULTANT accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONSULTANT 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, CONSULTANT, 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 CONSULTANT's actions in this regard.

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

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

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

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall

become, at the option of NVTa, the property of and shall be promptly returned to NVTa, although CONSULTANT 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 CONSULTANT 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) CONSULTANT 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 CONSULTANT shall not be relieved of liability to NVTa for damages sustained by NVTa by virtue of any breach of the Agreement by CONSULTANT whether or not the Agreement expired or was otherwise terminated, and NVTa may withhold any payments not yet made to CONSULTANT for purpose of setoff until such time as the exact amount of damages due to NVTa from CONSULTANT is determined.

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

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

NVTa

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

CONSULTANT

Brian P. Forbath  
President/Partner  
660 Newport Center Drive, Suite 1600  
Newport Beach, CA 92660

15. **Compliance with NVTa Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and require 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. CONSULTANT 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 CONSULTANT whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

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

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONSULTANT which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONSULTANT shall hold all such information as CONSULTANT 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, CONSULTANT shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONSULTANT may retain for its files a copy of CONSULTANT's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONSULTANT; therefore, CONSULTANT shall not assign any interest in this Agreement or subcontract any of the services CONSULTANT 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 CONSULTANT, or to perform any of the remaining services required under this Agreement within the same time frame required of CONSULTANT shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONSULTANT 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 CONSULTANT. Failure of CONSULTANT to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

19. **Interpretation; Venue.**

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

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

20. **Compliance with Laws.** CONSULTANT 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, CONSULTANT 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. CONSULTANT 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, CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section

7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONSULTANT 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 CONSULTANT 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) Documentation of Right to Work. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT 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. CONSULTANT shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONSULTANT under this Agreement are subcontracted to a third party; CONSULTANT 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.

21. **Taxes.** CONSULTANT 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. CONSULTANT agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California because of CONSULTANT's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONSULTANT agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONSULTANT 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, CONSULTANT shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.



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

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONSULTANT 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 CONSULTANT of such conflict. CONSULTANT further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONSULTANT 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 CONSULTANT under this Agreement.

(b) Statements of Economic Interest. CONSULTANT acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONSULTANT 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 CONSULTANT, 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. CONSULTANT agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

27. **Attorney's Fees.** 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.

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

29. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties 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.

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

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

“NVTA”

“CONSULTANT”

STRADLING YOCCA CARLSON &  
RAUTH LLP

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

By \_\_\_\_\_  
BRIAN P. FORBATH, President/Partner

ATTEST:

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

By \_\_\_\_\_  
NAME, Title, Signature

Approved as to Form:

By \_\_\_\_\_  
NVTA General Counsel

## ATTACHMENT E-1

### Local Agency Proposer DBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

CONTRACT GOAL: \$ \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

[illegible]

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Proposal Award Date: \_\_\_\_\_

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

|            |           |      |
|------------|-----------|------|
| Print Name | Signature | Date |
|------------|-----------|------|

**Local Agency Representative**

(Area Code) Telephone Number:

**For Caltrans Review:**

|            |           |      |
|------------|-----------|------|
| Print Name | Signature | Date |
|------------|-----------|------|

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Caltrans District Local Assistance Engineer

Total Claimed  
Participation

\$

%

Signature of Proposer

Date \_\_\_\_\_

(Area Code) Tel. No.

Local Agency Bidder - UDBE Commitment (Rev 3/09)

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **BACKGROUND**

The NVTA-TA was originally formed to manage the funds generated by twenty-five-year half-cent transportation sales tax Napa County voters enacted in 2012 known as Measure T. In November of 2024, the sales tax was renewed by voters for an additional 12 years (to 2055) and a new transportation expenditure plan was adopted. Revenues under “New” Measure U begins on July 1, 2025, after revenue collection under the original Measure T ends on June 30, 2025.

#### **SCOPE OF WORK & PROJECT DELIVERABLES**

Consultant will provide Bond, Disclosure and Tax Counsel services as requested which may include, but are not limited to assisting the NVTA and the NVTA-TA to:

##### **Measure and Borrowing Planning Legal Services**

In drafting the proposed new sales tax measure and evaluating borrowing alternatives under the new measure, NVTA seeks to ensure that all provisions of law and best practices are met.

1. Provide NVTA staff, NVTA legal counsel, and NVTA’s Municipal Advisor guidance on borrowing authority and requirements.
2. Consult and work with NVTA staff, NVTA legal counsel, NVTA’s Municipal Advisor, and other NVTA consultants, to assist in the formulation of the legal structure.
3. Advise on any perceived legal issues or challenges, including tax, borrowing authority, and state and federal law.
4. Advise specifically on IRS requirements for a tax-exempt borrowing by reviewing a proposed project list and determining project eligibility for tax-exempt financing in addition to advising on spend-down requirements.
5. Participate and assist in drafting the description of security structure.

##### **Bond Counsel Services**

Serve as NVTA’s legal counsel in connection with a borrowing to finance projects under the new measure. The selected firm will be required to perform the following upon request of NVTA, as appropriate:

1. Prepare all legal documents for the authorization, issuance, and sale of the bonds, including closing documents and transcripts.
2. Provide an objective legal opinion with respect to the valid authorization and issuance of the obligations and whether the interest paid is tax-exempt under federal and/or state

laws and regulations (and other opinions customary for a transaction of this nature).

3. Provide continuing advice regarding any necessary actions required of NVTA to ensure that interest will continue to be tax-exempt.
4. Provide any and all legal consultations requested by NVTA concerning the proposed offering at any time after their delivery.
5. Attend working group and due diligence meeting/conference calls as necessary, or when specifically requested by NVTA to attend. As requested, attend Board of Directors meetings.
6. Participate, when requested, in activities associated with rating agency meeting/calls.

### **Tax Counsel Services**

Tax Counsel will be expected to prepare tax regulatory agreements for the debt issues and advise the Tax Agency in complying with state and federal laws relating to tax-exempt financing. Tax Counsel will be expected to consult with and lead other Counsel on the analysis of tax matters for both new money and refunding bond issues. Tax Counsel will respond and consult with the State and Federal regulatory agencies on tax issues and current developments on the use of proceeds, private activity, arbitrage, and other matters related to the federal tax exemption. Tax Counsel will provide full tax analysis and opinions on NVTA-TA debt issues.

### **Optional Line Item: Disclosure Counsel Services for Debt Issuance**

NVTA may have a need for Disclosure Counsel services in the future and is therefore adding this service as an option line item that will be evaluated at the time of award. NVTA reserves the unilateral right to modify the contract and add this service at the amount proposed unless NVTA determines it is in the best interest of NVTA to award a separate contract for these services.

The selected firm will be required to perform the following upon request of NVTA, as appropriate:

1. Consult and work with NVTA staff, NVTA Counsel, Municipal Advisor, Underwriter(s) and other consultants, to assist in the formulation of debt issuance disclosure.
2. Provide NVTA staff and the NVTA Board of Directors guidance on issuer obligations and requirements, as requested.
3. Prepare the Preliminary Official Statement and Final Official Statement, the continuing disclosure certificate, and other disclosure documents such as continuing disclosure in connection with a public offering.
4. Confer and consult with staff on all matters relating to the Preliminary Official Statement and Final Official Statement.
5. Attend working group and due diligence meeting/conference calls as necessary, or when specifically requested by NVTA to attend. As requested, attend NVTA Board of Directors meetings.
6. Review and comment on any investor presentation prepared by the NVTA and the underwriter, as needed.

7. Render a disclosure opinion to NVTA and to the underwriter.
8. Provide any and all disclosure consultations requested by the NVTA concerning the public offering at any time after their delivery.
9. Provide advice regarding ongoing continuing disclosure and NVTA's obligations.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONSULTANT 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



## NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

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### **SUBJECT**

Accessible Transportation Needs Assessment (ATNA) Plan Adoption

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board of Directors adopt the Accessible Transportation Needs Assessment.

### **EXECUTIVE SUMMARY**

The Accessible Transportation Needs Assessment (ATNA) study identifies barriers to mobility for seniors and individuals with disabilities across Napa County and proposes strategies to enhance equitable and accessible transportation options.

The draft ATNA was released in March with no additional comments received by the deadline of April 11. Staff is requesting adoption of the plan by the NVTA Board.

### **FISCAL IMPACT**

None



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Principal Planner  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** Accessible Transportation Needs Assessment (ATNA) Plan Adoption

---

### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board of Directors adopt the Accessible Transportation Needs Assessment.

### **COMMITTEE RECOMMENDATION**

The Paratransit Coordinating Council (PCC) recommended that the NVTA Board of Directors adopt the Accessible Transportation Needs Assessment at their May 1, 2025 meeting.

### **BACKGROUND**

In late 2019, County of Napa elected officials, Napa County and NVTA staff, and representatives from multiple senior and disabled community organizations met to discuss gaps in transportation options throughout the county and potential solutions to improve mobility for these populations. NVTA agreed to work with the County to identify these gaps through a comprehensive countywide transportation needs assessment specific to seniors and disabled community members.

In March 2022, the County of Napa Commission on Aging held a Transportation Needs Summit in Yountville and invited representatives from multiple organizations to resume discussions in preparation for a countywide transportation needs assessment. The summit attendees noted that adequate transportation presents a major challenge for seniors and disabled community members and that it is a collective problem, that needs to be addressed by multiple entities. NVTA agreed to take the lead role in the countywide Accessible Transportation Needs Assessment (ATNA).

NVTA entered a contract with a consultant in late 2022 for a set of deliverables, but the contract was terminated and the project was put on hold. NVTA released a new Request



for Proposals (RFP) in October 2023. A single proposal from Nelson/Nygaard Consulting Associates Inc. was received. The selection committee deemed Nelson/Nygaard's proposal responsive to the RFP. The NVTB Board approved the contract with Nelson/Nygaard in January 2024 and work resumed in early March.

During NVTB's initial effort, some common themes emerged during the review of existing plans and studies. These themes helped shape strategies for improving transportation services across multiple service providers countywide:

1. Access to healthcare is a challenge, especially specialized care
2. Target populations perceive that most existing services only serve medical trips
3. Rural populations and those lacking access to technology are most disadvantaged
4. Senior and disabled populations are strongly dependent on private auto use
5. Need for development of countywide performance metrics to measure access to all types of transportation services

The NVTB and Nelson/Nygaard team coordinated this effort with the County of Napa, as they completed an Older Adults Needs Assessment (NOAA). The NOAA focused on all services and needs for seniors countywide, particularly services that were highly impacted by the Covid-19 Pandemic. The ATNA is intended to address the recommendations in the NOAA report, which found that the two most significant transportation concerns focus on service accessibility and NVTB transportation services. The ATNA reviews the transportation needs highlighted by stakeholders in Napa County and the NOAA report and provides strategies to address them.

As part of the ATNA study, Nelson/Nygaard:

- Reviewed relevant regional plans and conducted a peer review of accessible transportation models in other counties.
- Engaged stakeholders through meetings, public workshops, and data analysis to assess mobility service gaps.
- Developed targeted strategies to improve transportation for seniors and individuals with disabilities.

### **Key Implementation Strategies**

The following six priority strategies were identified for phased implementation as funding becomes available:

- **Partner with healthcare providers** to enhance transportation access.
- **Expand non-NVTB transportation options** to increase service availability.
- **Improve access to medical facilities in neighboring counties.**
- **Establish a dedicated mobility manager** and formalize an ongoing implementation committee.
- **Enhance public awareness and outreach** to seniors and individuals with disabilities.

- **Expand Vine Go service** to improve mobility options.

NVTA staff is assembling a working group made up of key decision makers from multiple organizations to work towards implementation of strategies in the plan. Staff will bring periodic reports back to the board on implementation progress.

All plan documents are available on the ATNA Website:

[Accessible Transportation Needs Assessment \(ATNA\) - NVTA](#)

### **ALTERNATIVES**

None

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

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

This Countywide planning effort evaluated existing conditions and transportation service gaps and proposes solutions that will improve transportation options to serve the needs of senior and disabled populations throughout Napa County.

### **ATTACHMENT**

None



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Vine Transit Frequency and Coverage Discussion

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) receive information regarding options for changing frequency and coverage of Vine Transit service as well as the third quarter Fiscal Year (FY) 2024-25 Vine Transit update.

### **EXECUTIVE SUMMARY**

NVRTA staff will provide an overview of the short-term goals for the transit system through the remainder of 2025. Following that, staff will present data on costs, revenues, and subsidies by route and service to help evaluate the trade-offs between increasing ridership and maintaining service coverage starting in August 2025 and beyond. Finally, this report summarizes The Vine's operational performance during the third quarter of the current Federal Fiscal Year (FY 2024–25), covering the period from January 1 to March 31, 2025. The board memo compares third-quarter performance in FY 2024–25 to the same period in FY 2023–24, providing context on year-over-year ridership levels and analyzing missed trips across both periods.

### **FISCAL IMPACT**

Is there a Fiscal Impact? The tradeoffs presented between ridership and coverage are shown to be cost neutral. Any proposed increases in service will include estimates of additional funding needed from outside sources for the Board to consider



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Program Manager – Public Transit  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Vine Transit Frequency and Coverage Discussion

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) receive information regarding options for changing frequency and coverage of Vine Transit service as well as the third quarter Fiscal Year (FY) 2024-25 Vine Transit update.

#### **BACKGROUND**

##### **Upcoming Schedule Changes**

The next schedule change will occur on Sunday June 8, 2025 to coincide with the conclusion of the 2024-2025 school year. The following changes will go into effect:

- Pausing the school trippers in American Canyon and St Helena
- Adding one additional Route C trip on weekdays for the summer
- Route 11 time adjustments to weekdays and make Saturday & Sunday schedules align
- Changing weekday trips on Route D to accommodate the Camille Creek Community School's Summer School schedule
- Adjusting the Route 21 schedule to incorporate extra trip time as buses now navigate around the CHP weight stations on Interstate 80

### Vine Short-Term Goals for 2025

Each year at the NVTa staff level, the transit team outlines a set of annual goals to improve infrastructure, service and the rider experience. The goals are generally divided into five major categories with three to five detailed actions under each goal

- 1) VineGo
- 2) Vine
- 3) Marketing/Planning
- 4) Capital Project
- 5) Bus Upgrades

Attachment 1 includes the goals set at the start of 2025. Goals that have been achieved already this year are crossed out. A detailed action plan for each goal including chance of success, desired impact, estimated cost, measurement of success and estimated start and end date are included. Two examples of completed projects include the availability of real-time arrival information of a pilot group of VineGo users and deployment of four new paratransit vehicles. Other items that are ongoing include commission of the solar canopies at the Maintenance Facility, which is anticipated in June.

### Ridership

Table 1 compares the annual difference between third quarter of FY 2023-2024 (January, February & March) to third quarter of FY 2024-2025 to show the year-over-year ridership increase of approximately 8% in the City of Napa. Routes A, D and G experienced the most significant growth year-over-year. Route G ridership growth is attributable to recently extending the route to serve Napa Valley College, the Napa County Soscil Campus, and Health & Human Services. Increased in ridership on the Route D is mainly driven by students traveling to and from Camille Creek Community School. Route A switched from a limited on-demand service to a fixed route as part of the January 12, 2025 schedule change. Early ridership data indicates significant increases in usage as riders typically prefer the bus to operate on a predictable schedule.

*Table 1: City of Napa Ridership - Comparing Q3 of FY24 & Q3 of FY25*

|                                     | Q3 FY24 | Q3 FY25 | % Difference | Numerical Difference |
|-------------------------------------|---------|---------|--------------|----------------------|
| <b>Napa Local On-Demand/Route A</b> | 1,050   | 1,661   | 58.19%       | 611                  |
| <b>Route B</b>                      | 5,289   | 5,328   | 0.74%        | 39                   |
| <b>Route C</b>                      | 13,636  | 13,136  | -3.67%       | -500                 |
| <b>Route D</b>                      | 1,564   | 2,257   | 44.31%       | 693                  |
| <b>Route E</b>                      | 2,235   | 2,516   | 12.57%       | 281                  |

|                |               |               |              |              |
|----------------|---------------|---------------|--------------|--------------|
| <b>Route F</b> | 3,909         | 4,491         | 14.89%       | 582          |
| <b>Route G</b> | 2,409         | 3,244         | 34.66%       | 835          |
| <b>Total</b>   | <b>30,092</b> | <b>32,633</b> | <b>8.44%</b> | <b>2,541</b> |

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 on the next page, data shows passengers per revenue hour on weekdays (the grey bars) remained relatively stagnant at 5.7, when compared to the previous quarter of the current federal fiscal year and slightly higher when compared to the same period one year ago (5.0)

*Chart 1: Passengers per Revenue Hour on City of Napa Routes (Weekdays)*

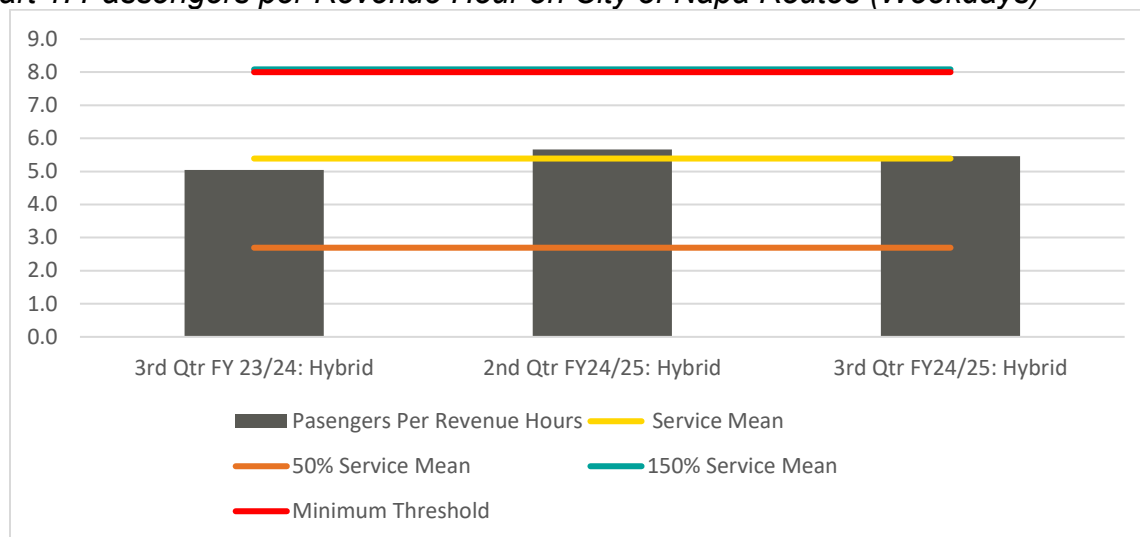


Chart 2 shows that the passengers per revenue hour vary by each individual local route. The Route C passengers per revenue hour is the only local route above the pre-COVID 8.0 minimum threshold measuring at 9.1. All other fixed routes were in the 2.9 to 6.4 range. Route A transitioned from an on-demand route to a fixed route starting on January 12, 2025. In the previous quarter, while the route was still operating on-demand, the passengers per revenue hour was 1.8. In the third quarter of this fiscal year, that number increased to 2.9. The 2.9 passengers per revenue hour reflects both the on-demand service that was in operation from January 2 – January 11 and the fixed route from January 13 – March 29. Staff expects the passengers per revenue hour to increase in the next Vine Transit update as Route A will be operating as a fixed route for a full quarter.

**Chart 2: Local Service Passengers per Revenue Hour (Weekdays)**

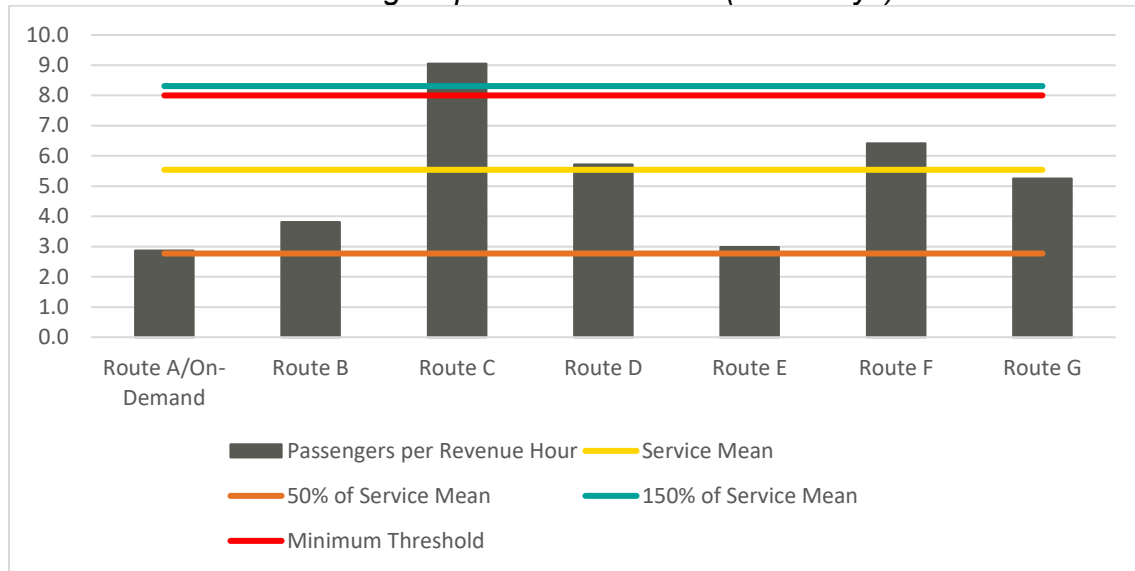


Table 2 shows overall ridership remained relatively stagnant with growth of 2.83% for the quarter on regional routes. Lower ridership on Route 21 may be due to considerable delays on multiple trips as Vine buses are being subjected to random California Highway Patrol Inspections with passengers on board at the weigh station on Interstate 80. NVTa and Soltrans are working with the California Transit Association and CHP to have the additional inspections done at NVTa's facility instead of at the CHP weigh station. In the interim, Vine Transit has re-routed both the eastbound and westbound trips to avoid the weigh stations. This added time on the trip will be worked into the June 8, 2025 schedule change so riders can predictably know how long a Route 21 trip will take.

**Table 2: Routes 10, 11, 11X, 21 & 29 Ridership – Comparing Q2 of FY24 & Q2 of FY25**

|                  | Q3 FY24       | Q3 FY25       | % Difference | Numerical Difference |
|------------------|---------------|---------------|--------------|----------------------|
| <b>Route 10</b>  | 33,330        | 35,111        | 5.34%        | 1,781                |
| <b>Route 11</b>  | 29,653        | 30,511        | 2.89%        | 858                  |
| <b>Route 11X</b> | 963           | 983           | 2.08%        | 20                   |
| <b>Route 21</b>  | 3,732         | 3,001         | -19.59%      | -731                 |
| <b>Route 29</b>  | 8,307         | 8,530         | 2.68%        | 223                  |
| <b>Total</b>     | <b>75,985</b> | <b>78,136</b> | <b>2.83%</b> | <b>2,151</b>         |

Passenger per revenue hour data on the weekdays shows that Routes 10 and 11 continue to be the most efficient regional routes. As shown on Chart 3 on the next page, the Routes 10 and 11 have nearly identical passengers per revenue hour at 8.6 and 8.5 but are still

below the pre-COVID minimum threshold of 12. The least productive route remains the Route 11X, which is geared towards Vallejo Ferry commuters. To help entice ridership, staff lowered the fare by \$1.00 on July 1, 2024, fare to match the local fare price and added a stop at Devlin Road as part of its August 2024 schedule change. Given that the ridership on the 11X has remained relatively stagnant ever since reinstatement in 2022, staff is currently evaluating different options on either modifying the route or potentially discontinuing it.

*Chart 3: Regional Service Passengers per Revenue Hour*

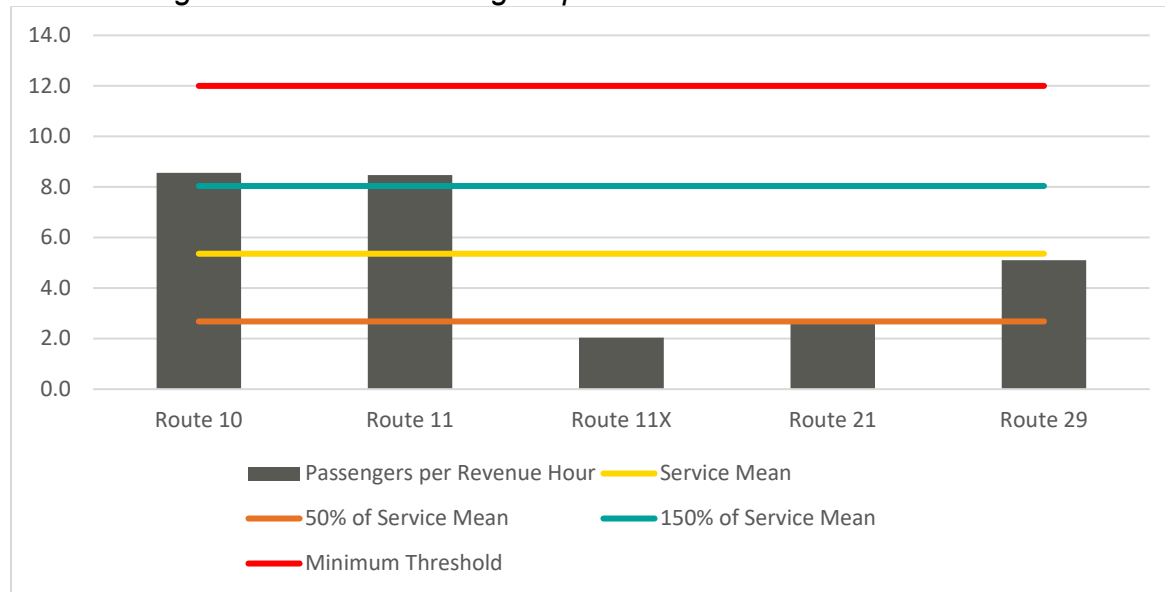


Table 3 shows ridership slightly decreased on the community shuttles overall by about 6% compared to the same quarter last year. The Yountville Bee experienced the highest decline at nearly 22% while Calistoga and American Canyon transit also experienced declines. The new Calistoga shuttles that will be deployed in the next few months should help with Calistoga ridership as the existing shuttles in Calistoga are passed their useful life.

*Table 3: Community Shuttles– Comparing Q3 of FY24 & Q3 of FY25*

|                                | Q3 FY24       | Q3 FY25       | % Difference  | Numerical Difference |
|--------------------------------|---------------|---------------|---------------|----------------------|
| <b>Calistoga Shuttle</b>       | 3,445         | 3,130         | -9.14%        | -315                 |
| <b>St. Helena Shuttle</b>      | 1,542         | 1,743         | 13.04%        | 201                  |
| <b>Yountville Bee</b>          | 1,325         | 1,030         | -22.26%       | -295                 |
| <b>American Canyon Transit</b> | 5,269         | 4,932         | -6.40%        | -337                 |
| <b>Total</b>                   | <b>11,581</b> | <b>10,835</b> | <b>-6.44%</b> | <b>-746</b>          |

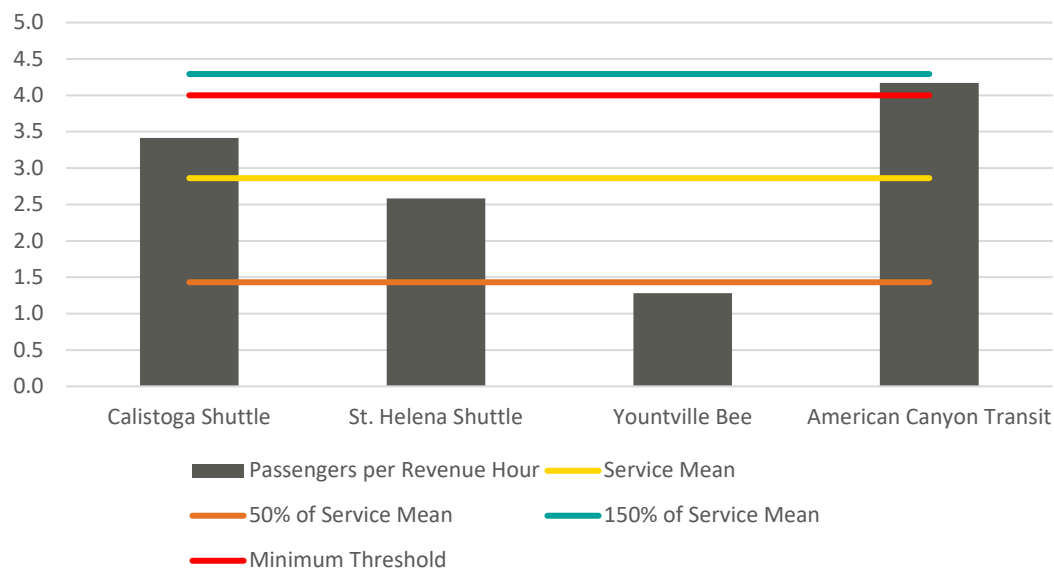


Chart 4 on the next page shows the passengers per revenue hour on the local community shuttles. American Canyon Transit continues to show the strongest ridership of the community shuttles by meeting the passengers per revenue hour minimum threshold of at least four passengers. Given its popularity, staff has submitted cost proposals to the City of American Canyon for three options:

- 1) Extending weekday service to 7:00pm
- 2) Operating one vehicle on Saturdays from 8:30am – 5:30pm
- 3) Operating two vehicles on Saturdays from 8:20am – 5:30pm

All other shuttle services continue to operate below the pre-COVID minimum threshold of four passengers per revenue hour.

*Chart 4: Community Shuttle Service Passengers per Revenue Hour*



VineGo ridership rose by about 7% over the last year as seen in Table 4. Staff continues to see steady increases in VineGo Ridership since the COVID-19 pandemic impacts have lessened.

*Table 4: VineGo Ridership – Comparing Q2 of FY24 & Q2 of FY25*

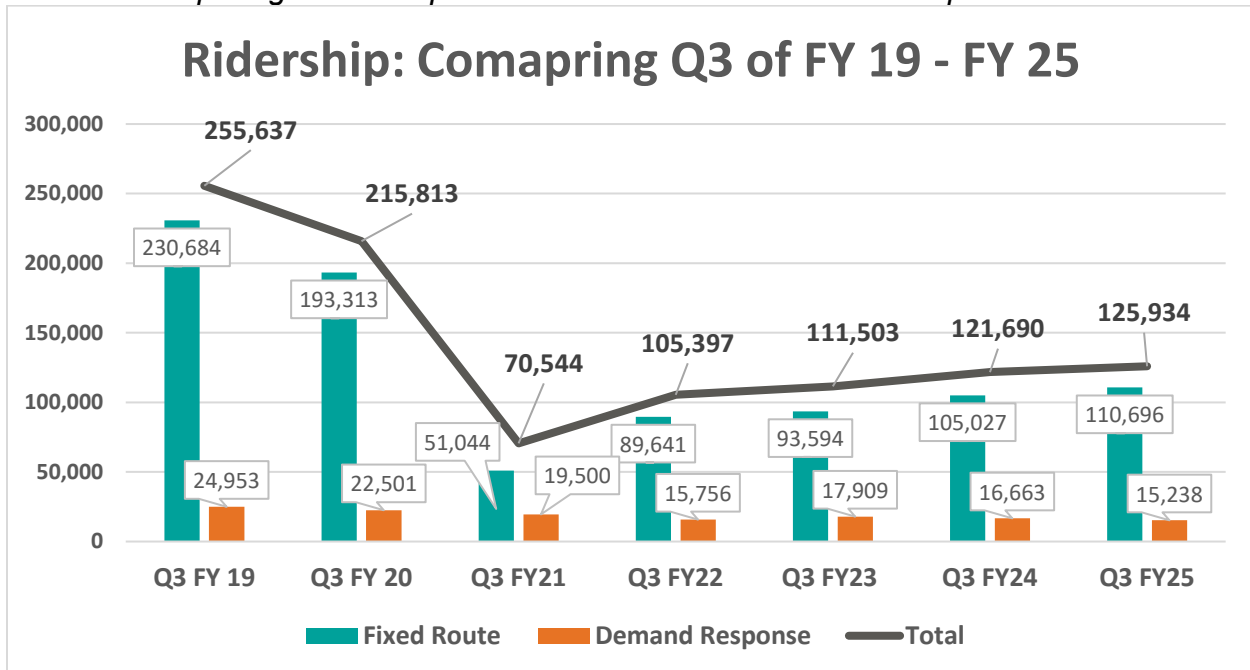
|               | Q3 FY24 | Q3 FY25 | % Difference | Numerical Difference |
|---------------|---------|---------|--------------|----------------------|
| <b>VineGo</b> | 4,032   | 4,330   | 7.39%        | 298                  |

Table 5 and Chart 5 compares the time period of January – March of the current Federal Fiscal Year to the same time period over the previous six fiscal years to provide additional context to current ridership trends and how they compare over time pre and post COVID.

*Table 5: Comparing the Third Quarter of the current Fiscal Years to prior Fiscal Years*

|                        | <b>Q3 FY 19</b> | <b>Q3 FY 20</b> | <b>Q3 FY21</b> | <b>Q3 FY22</b> | <b>Q3 FY23</b> | <b>Q3 FY24</b> | <b>Q3 FY25</b> |
|------------------------|-----------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Fixed Route</b>     | 230,684         | 193,313         | 51,044         | 89,641         | 93,594         | 105,027        | 110,696        |
| <b>Demand Response</b> | 24,953          | 22,501          | 19,500         | 15,756         | 17,909         | 16,663         | 15,238         |
| <b>Total</b>           | <b>255,637</b>  | <b>215,813</b>  | <b>70,544</b>  | <b>105,397</b> | <b>111,503</b> | <b>121,690</b> | <b>125,934</b> |

*Chart 5: Comparing the third quarter of the current Fiscal Years to prior Fiscal Years*



Finally, Tables 6 & 7 shows the missed trips during the third quarter of the current fiscal year compared to the third 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 and preceding 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 decline thus far when compared to the same time period of January – March last year.

*Table 6: Missed trips in the Third Quarter of FY 2023-2024*

|                 |  | <b>Regular Missed Trips</b> | <b>On-Demand Missed Trips</b> |
|-----------------|--|-----------------------------|-------------------------------|
| <b>January</b>  |  | 18                          | 3                             |
| <b>February</b> |  | 31                          | 0                             |
| <b>March</b>    |  | 49                          | 14                            |
| <b>Total</b>    |  | <b>97</b>                   | <b>17</b>                     |

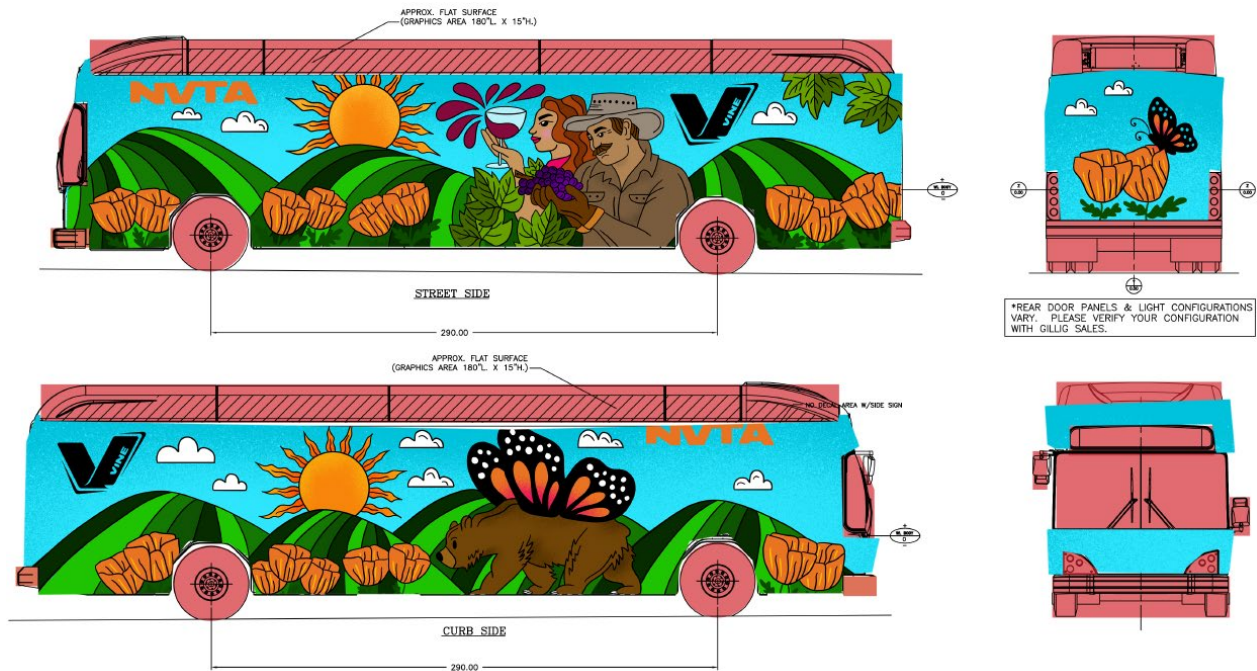
*Table 7: Missed Trips in the Third Quarter of FY 2024-2025*

|                 | <b>Regular Missed Trips</b> | <b>On-Demand Missed Trips</b> |
|-----------------|-----------------------------|-------------------------------|
| <b>January</b>  | 8                           | 0                             |
| <b>February</b> | 6                           | 0                             |
| <b>March</b>    | 4                           | 0                             |
| <b>Total</b>    | <b>18</b>                   | <b>0</b>                      |

### Marketing Efforts

The most significant marketing campaign Vine Transit is actively promoting is the “Design a Bus” contest. Earlier this year, Vine Transit invited artists from across the North Bay to design a rolling work of art on one of our new 40 foot electric Gillig buses (currently slated to arrive in June). Entries celebrated zero-emission transportation and/or Napa County

and were reviewed by a panel of judges. The winning artist, Blanca Molina, and her design was announced as the winner in late April. As the winner, Blanca will receive \$5,000 and NVTA is planning an unveiling event in the coming months.



### Bottlerock & La Onda

To accommodate festival attendees, Vine Transit will once again offer free rides all weekend long during both Bottlerock (May 23-May 25) and La Onda (May 31 – June 1). These free rides are available to all riders and routes, regardless of trip purpose courteous of BottleRock and Visit Napa Valley. This includes all VineGo rides and community shuttles. Additionally, Vine Transit will offer free late-night rides after the conclusion of the concert each night at the Soscol Gateway Transit center, which is located right across from the festival grounds.

### Route Costs and Revenues

Given the slow increase ridership since 2021-2022, NVTA staff took a comprehensive look at the costs, revenues, and subsidies by route and service to help evaluate the trade-offs between increasing ridership and maintaining service coverage starting in August 2025 and beyond.

Tables 8 and 9 breakdown the operating costs for all routes and list them from lowest to highest. The operating costs include contracted services, fuel and overhead costs. The greatest number of hours over the longest distance results in the highest cost.

*Table 8: Fixed Route Costs*

| <b>Route</b> | <b>Operating Costs Q2 FY 24/25</b> |
|--------------|------------------------------------|
| Route D      | \$75,304                           |
| Route G      | \$118,738                          |
| Route 11X    | \$120,473                          |
| Route F      | \$138,933                          |
| Route E      | \$144,617                          |
| Route 21     | \$227,667                          |
| Route B      | \$239,188                          |
| Route C      | \$247,316                          |
| Route 29     | \$373,029                          |
| Route 11     | \$698,435                          |
| Route 10     | \$824,245                          |
| <b>TOTAL</b> | <b>\$3,207,945</b>                 |

*Table 9: On Demand Costs*

| <b>Route</b>            | <b>Operating Costs Q2 FY 24/25</b> |
|-------------------------|------------------------------------|
| St Helena Shuttle       | \$83,737                           |
| Yountville Bee          | \$88,544                           |
| Calistoga Shuttle       | \$119,662                          |
| American Canyon Transit | \$147,119                          |
| VineGo*                 | \$382,260                          |
| <b>TOTAL</b>            | <b>\$821,321</b>                   |

\*VineGo by federal law goes  $\frac{3}{4}$  mile around fixed route, excluding commute routes (11X, 21 and 29)

The next two tables, Table 10 and 11, look at the other side of the equation, revenues, and then calculate the farebox recovery ratio (proportion of operating costs recouped by farebox revenue) and the subsidy per passenger (subsidy per passenger is the operating cost, minus fare revenue, divided by the number of riders). The more productive the service the lower the subsidy per passenger number becomes.

*Table 10: Fixed Route Fares and Subsidies*

| <b>Route</b>     | <b>Revenues* Q2 FY 24/25</b> | <b>Farebox Recovery Ratio Q2 FY 24/25</b> | <b>Subsidy per Passenger Q2 FY 24/25</b> |
|------------------|------------------------------|---|--|
| <b>Route C</b>   | \$9,602.42                   | 3.88%                                     | \$16.52                                  |
| <b>Route 10</b>  | \$25,236.24                  | 3.06%                                     | \$20.62                                  |
| <b>Route 11</b>  | \$18,313.83                  | 2.62%                                     | \$21.14                                  |
| <b>Route D</b>   | \$2,416.65                   | 3.21%                                     | \$30.87                                  |
| <b>Route F</b>   | \$3,873.33                   | 2.79%                                     | \$32.84                                  |
| <b>Route G</b>   | \$4,267.00                   | 3.59%                                     | \$34.83                                  |
| <b>Route B</b>   | \$7,845.83                   | 3.34%                                     | \$38.21                                  |
| <b>Route 29</b>  | \$8,226.92                   | 2.21%                                     | \$42.20                                  |
| <b>Route E</b>   | \$3,836.23                   | 2.65%                                     | \$46.01                                  |
| <b>Route 21</b>  | \$6,079.38                   | 2.67%                                     | \$65.58                                  |
| <b>Route 11X</b> | \$2,537.42                   | 2.11%                                     | \$102.46                                 |

*Table 11 On Demand Route Fares and Subsidies*

| <b>Route</b>                   | <b>Revenues* Q2 FY 24/25</b> | <b>Farebox Recovery Ratio Q2 FY 24/25</b> | <b>Subsidy per Passenger Q2 FY 24/25</b> |
|--------------------------------|------------------------------|---|--|
| <b>American Canyon Transit</b> | \$18,248                     | 12.40%                                    | \$24.86                                  |
| <b>Calistoga Shuttle</b>       | \$12,560                     | 10.50%                                    | \$32.70                                  |
| <b>St. Helena Shuttle</b>      | \$10,331                     | 12.34%                                    | \$49.70                                  |
| <b>Yountville Bee</b>          | \$10,560                     | 11.93%                                    | \$81.61                                  |
| <b>VineGo</b>                  | \$15,818                     | 4.14%                                     | \$87.86                                  |

\*Includes Jurisdiction Contribution. Does not include fares which are accounted for in Q4

Based upon the subsidy per passenger information presented above and the performance of given routes post-COVID, at the Board meeting NVTa staff will discuss tradeoffs to shift service hours between routes. Staff will also present options for seeking additional funds from the City and County of Napa to run 9-month pilots to increase service on the Route C in the City of Napa and on Route 10 on Weekdays and Route 29 on Saturdays traveling through Napa County.

## **ATTACHMENTS**

- (1) Progress on Short-Term Goals for 2025

# Progress on Short-Term Goals For 2025

01

## Vine Go

- 1. Participate in One Seat Ride Program**  
Decrease need drivers/vehicles
- 2. Trapeze**  
Make view only available to a pilot group and facilitate Clipper 2 Integration
- 3. Complete Accessible Transportation Needs Assessment**  
Implement at least one recommendation

02

## Vine

- 1. CAD/AVL** Increase accuracy of real-time data and explore alternatives
- 2. Increase Frequency - Routes 10 & 11**  
Explore funding opportunities
- 3. Lower Operating Costs**  
Decrease deadhead and route length
- 4. Reinstitute Fixed Route A and Start Saturday Service on Route 29**  
January 2025 and August 2025
- 5. On-Demand Late Night Service**  
Approach partners about funding

03

## Marketing /Planning

- 1. Bus Wrap and Naming Contest**  
Install wraps on two of the new Gillig buses
- 2. BARTable**  
Listing for BottleRock & La Onda
- 3. Increase Visibility in Spanish Speaking Population**  
Hire Full-Time Bilingual Outreach Coordinator
- 4. Work with Jurisdictions to create Transit First Policies**
- 5. Complete Community Based Transportation Plan**

04

## Capital Projects

- 1. Solar Canopy**  
Commission in Feb 2025
- 2. Bus Stops**  
Lighting at stops along SR 29
- 3. Redwood PR Improvements**  
IFB issue and awarded
- 4. Install Additional Chargers at Bus Maintenance Facility**  
For Buses and personal vehicles
- 5. Real-time Signage**  
At up to 5 Additional Location

05

## Bus Upgrades

- 1. New Electric Buses**  
Deploy 14 EV buses in 2025 and look for funding for four additional buses.
- 2. 'New' Shared Vehicles**  
Use retired Calistoga vehicles by January 2025
- 3. Continue to Research Hydrogen Fuel Options**  
Apply for LoNo Funding
- 4. New Paratransit Vehicles**  
Deploy 4 5310 vehicles and look to fund 4 more including purchase of ADA Accessible Minivans for Shared Vehicle Program

# ACTION PLAN

| PROJECT NAME     |
|------------------|
| Vine Vision 2025 |

|  | CHANCE OF SUCCESS | DESIRED IMPACTED | ESTIMATED \$ VALUE  | MEASUREMENT OF SUCCESS  | START       | END          | NOTES   |
|--|-------------------|------------------|---|---|-------------|--------------|---|
| Goal #1: Vine Go   |                   |                  |   |   |             |              |   |
| Participate in One Seat Ride Program   | Low               | Low              | Up to \$100,000 mainly coming from existing VineGo budget FY 24/25 with reimbursement coming from pending MTC Agreement | Free up VineGo resources timely trips in Napa County. Customer satisfaction   | 7/1         | 12/31        | Requires Contra Costa County willingness to extend the program to other counties and Solano County's willingness to participate. Easier trip for passengers traveling far distances into central Bay Area                                 |
| Trapeze - Make view only available to a pilot group and facilitate Clipper 2 Integration             | Medium            | Medium           | \$75,000 Hardware cost for VineGo Vehicles FY24/25  | Less calls into Dispatch asking about trip status. Customer satisfaction  | 3/1         | 12/31        | Need to install GMV system on all VineGo vehicles and then can start pilot. Clipper 2.0 integration is dependent on MTC. Napa already has done its Trapeze upgrade. Riders or their caregivers can track VineGo rides                     |
| Complete Accessible Transportation Needs Assessment Implement at least one recommendation            | Medium            | Low              | Unknown since recommendation unknown at this time   | Ability to implement recommendation and see riders be able to take new types of trips   | 3/1         | 12/31        | Need Nelson Nygard to complete the study and then figure out what is easy win.  |
| Goal #2: Vine  |                   |                  |   |   |             |              |   |
| CAD/AVL - Increase accuracy of real-time data and explore alternatives                               | Medium            | Low              | Start with \$100,000 to purchase Craddepoint routers from FY24/25 under Transit Equipment Upgrades line item            | Customer satisfaction   | 3/1         | 12/31        | If change to Cradlepoint routers does not lead to better accuracy then explore alternative CAD/AVL systems. More riders know where their bus is located in real-time  |
| Increase Frequency - Routes 10 & 11. Explore funding opportunities                                   | Low               | High             | \$1 Million Annually for 30 minute service, no funding currently designated   | Increased Ridership   | 8/12        | 12/31        | While this is identified as a need in Transit 2050+ funding would generally be dependent on a tax measure. Could also seek local funding from County of Napa, but not a history of transit funding  |
| Lower Operating Costs Decrease deadhead and route length   | Medium            | High             | (\$50,000)  | Lower operation costs and shorter trip length   | 6/15        | 12/31        | Shorten Route 11 and eliminate low ridership stops  |
| <b>Reinstitute Fixed Route A and Start Saturday Service on Route 29 January 2025 and August 2025</b> | <b>High</b>       | <b>High</b>      | <b>Increase in Fixed Route A is \$10 per service hour. Route 29 Saturday is estimated at \$75,000</b>                   | <b>Increased ridership</b>  | <b>1/12</b> | <b>12/31</b> | <b>More reliable service from Browns Valley neighborhood. Allows for better San Francisco and Oakland Access on the Weekends</b>  |
| On-Demand Late Night Service Approach partners about funding   | Medium            | High             | 50000 in Vcommute funding plus \$10,000 from TID, DNA and/or Visit Napa Valley  | Four measures 1) Uber voucher established 2) funding part of program from outside 3) have an increasing number of riders over a 6 month period 4) Increase City of Napa ridership between 12pm and 6pm. | 3/1         | 12/31        | Make it easier to be car free in Napa. Look at options to fund a portion of rides home within the City of Napa aimed at workers between 7pm and 11pm. Looking for matching funds from Downtown Business District and/or Visit Napa Valley |
| Goal #3: Marketing/Planning  |                   |                  |   |   |             |              |   |



|  |             |             |  |  |            |              |   |
|--|-------------|-------------|--|--|------------|--------------|---|
| Install wraps on two of the new Gillig buses   | High        | Low         | \$40,000 Vine Marketing Budget FY 24/25 for artist and Rolling Stock funds | Unique wrap installed on two buses                                     | 6/1        | 9/1          | Cost of artist and wrap. Under NVTA staff control to get the RFP out and select an artist. Cost mostly in Gillig bus budget already. Gather attention for the transit system  |
| BARTable Listing for BottleRock and LaOnda   | Medium      | Medium      | \$2,000 from FY 24/25 Marketing Budget                                     | Increased BART and LaOnda Ridership on Route 29                        | 5/20       | 6/8          | More people with BottleRock tickets know about the service. BART has agreed to help with marketing. Increase Route 29 ridership on those weekend and will need to run a third bus to the concert  |
| <b>Increase Visibility in Spanish Speaking Population Hire FT Bilingual Outreach Coordinator</b> | <b>High</b> | <b>High</b> | <b>Cost of one FTE already approved by the Board</b>                       | <b>More feedback and ridership from the Spanish speaking community</b> | <b>1/6</b> | <b>12/31</b> | <b>Already approved by NVTA Board. Needs of Spanish speaking riders are met</b>   |
| Work with Jurisdictions to create Transit First Policies   | Low         | Low         | Unknown  |  | 1/1        | 12/31        | Planning team would review and comment on all jurisdiction and Caltrans plans   |
| Complete Community Based Transportation Plan   | Medium      | Low         | Already underway   | Prioritizes list of transit infrastructure priorities                  | 1/1        | 12/31        | MIG is under contract to complete the plan so NVTA just needs to hold them to their schedule  |
| Goal #4: Capital Projects  |             |             |  |  |            |              |   |
| Solar Canopy Commission in Feb 2025  | High        | Low         | Already underway. Costs about \$400,000 from NVTA. Already Board Approved  | Decrease in building electrical costs                                  | 1/1        | 2/28         | Project is well underway. Has been pushed from December to February, but anticipate it finishing by February 28th. NVTA costs are related to oversight, Temporary lights and conduit reroutes. End result is less electricity from the grid |
| Bus Stops Lighting at stops along SR 29  | Low         | Medium      | 50000, no funding yet identified   | Riders are more confident that they will be picked up riding at night  | 6/1        | 12/31        | Drivers would be able to clearly see riders. Would need to convince Caltrans to allow it, but hoping to team up with MTC on a regional funded pilot that makes Napa County as a pilot for the region.                                       |
| Redwood PR Improvements IFB issue and awarded  | High        | Medium      | TPI Grant Funded, NVTA providing 20% match                                 | Decrease chance of bike and bus conflicts                              | 3/1        | 12/31        | Signage and striping making it clear where buses and bikes should be. TyLin is already working on the design and is expected to be completed in March 2025. Will design to the TPI budget so should be able to get it out to bid            |
| Install Additional Chargers at Bus Maintenance Facility For Buses and personal vehicles          | High        | Low         | TPI Grant Funded, NVTA providing 20% match                                 | ChargePoint usage and revenue increase                                 | 3/1        | 7/31         | TYLin is already working on design. Bus chargers on our and vehicle charger PO pending. Should be able to get out to bid in early 2025. TransDev employees and visitors charge their vehicles   |
| Real-time Signage at up to 5 Additional Location   | Low         | Low         | 200000 FY24/25 Transit Equipment Upgrades                                  | Customer Satisfaction  | 5/1        | 12/31        | Readily available real-time information. Should get a least three installed - 2 Imola Park and Ride and 1- Redwood Park and Ride. Other locations unknow at this point.   |



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Federal and State Legislative Update

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update and the State Legislative Update and take action on legislation included on the Bill Matrix.

### **EXECUTIVE SUMMARY**

The attached memos from Platinum Advisors summarizes recent federal and state legislative activities respectively. The Bill Matrix outlines legislation of interest to the Agency, and staff is requesting that the Board take action on various bills.

### **FISCAL IMPACT**

None



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board receive the Federal Legislative update (Attachment 1), the State Legislative Update (Attachment 2) and take action on legislation included on the State Bill Matrix (Attachment 3).

#### **BACKGROUND**

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

A budget resolution has been adopted by both the House and Senate, but it will require major reconciliation. The House hard-line Republicans are demanding cuts. The House Committee on Transportation and Infrastructure Committee must identify at least \$10 billion in cuts between FY 2025-2034 which is not consistent with the Senate committee on Commerce, Science, and Transportation's proposal that would increase the deficit up to \$20 billion in new spending.

DOT Secretary issued a letter to federal transportation funding recipients threatening to take away funding unless they adhere to honoring the constitution by not showing preferences to any particular group (Attachment 4). There is general consensus that the letter does not acknowledge existing federal laws and regulations that require adherence to Americans with Disabilities Act, Title 6 of the Civil Rights Act, and Disadvantaged Business Enterprise requirements, as examples. General consensus among Bay Area transportation agencies is to transaction business as usual pending direction from the State, who is likely to take the lead on clarifying the letter with the federal government and recommend any changes that may be necessary to reconcile these issues.

**State Update:**

The Governor's May budget revision is expected next week, and revenue estimates are expected to be over \$5 billion and as high as \$40 billion depending on the federal government funding levels. Staff will provide the board with a summary of the Governor's May Revise at the Board meeting.

Meanwhile, Cap and Trade discussions between the Governor and legislative leaders continue and it is expected that an extension will be agreed to prior to the end of the year.

Staff is requesting that the Board take action on legislation included on the Bill Matrix.

**ATTACHMENTS**

- 1) April 28, 2025 Federal Update (Platinum Advisors)
- 2) April 28, 2025 State Update (Platinum Advisors)
- 3) April 28, 2025 State Bill Matrix (Platinum Advisors)
- 4) Secretary Duffy Letter

## PLATINUM | ADVISORS

TO: Kate Miller, Executive Director  
Napa Valley Transit Authority

FROM: Jessica Aune, Platinum Advisors

RE: Napa Valley Transit Authority April 2025 Monthly Report

DATE: Monday, April 28, 2025

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### **State of Play and Congressional Update:**

This month, Congressional lawmakers adopted a compromise FY2025 budget resolution before departing for a two-week recess – unlocking the next phase of the reconciliation process, which allows the Senate to bypass the 60-vote filibuster. After delaying a floor vote on the initial Senate-passed measure, Speaker of the House Mike Johnson (R-LA) made a pledge to hardline conservatives that he would find a minimum of \$1.5 trillion in spending cuts in exchange for their support. The minimum cuts in the Senate instructions only amount to \$4 billion – a tactic intended to give Senators more leeway in identifying potential savings and a potential sticking point between the two chambers as the budget process continues.

Now that an identical budget resolution has been adopted by both the House and Senate, congressional Republicans will now begin the process of drafting their massive reconciliation bill. The next step for Speaker Johnson and Senate Majority Leader John Thune (R-SD) will be to resolve different instructions provided to each authorizing committee in both chambers.

Under the budget resolution, the House Committee on Transportation and Infrastructure must identify at least \$10 billion in cuts between FY 2025-2034, while the Senate Committee on Commerce, Science, and Transportation can increase the deficit up to \$20 billion in new spending.

There is a general consensus between the two chambers on what will be included in the final package, including a permanent extension of the 2017 tax cuts, new funding for border security and defense, and an increase in the debt limit. However, the remaining question is how much to reduce federal spending to offset any increase in the deficit as a result of extending expiring tax cuts and incorporating the President's proposals to eliminate taxes on tips, Social Security benefits, and overtime pay.

As part of the agreement struck with members of the House Freedom Caucus and other fiscal hawks who had expressed concerns with the budget resolution, President Trump

and Speaker Johnson committed to repeal portions of the Biden administration's trademark Inflation Reduction Act and make certain reforms to Medicaid coverage.

Authorizing committees in both chambers will begin holding mark-ups on the budget resolution instructions over the next several weeks. Once each congressional committee completes its work, their provisions will be sent over to the House and Senate Budget Committees to be compiled into a single reconciliation package. While the White House is urging lawmakers to pass their final legislative measure by Memorial Day, Senate Republicans have set their sights on an August deadline.

### **Duffy Issues Warning on Withholding Funds Over DEI Policies**

Along with a [letter](#) sent to recipients of federal transportation funding, Department of Transportation (DOT) Secretary Sean Duffy [spoke on Fox News](#) to warn that if local and state governments "can't comply with federal law," then they shouldn't expect their applications for federal grant programs to be approved. Secretary Duffy also signaled that certain states and local governments could be subject to an audit on compliance with various Executive Orders and agency memorandum on DEI policies and immigration enforcement.

### **Withholding of Federal Funds to Municipalities Blocked by Judges**

This month, a federal judge issued a temporary injunction against a funding freeze for a group of local governments with "sanctuary" policies for undocumented immigrants. In February, coalition of 16 cities and counties, including the city of San Francisco, filed a lawsuit against an Executive Order that would rescind federal funds for local governments that don't comply with federal immigration enforcement. In his decision, the judge wrote that withholding funding causes local governments "irreparable injury in the form of budgetary uncertainty, deprivation of constitutional rights, and [undermines] trust between the cities and counties and the communities they serve."

### **Trump Officials Consider Easing Auto Tariffs**

The Trump administration is [considering](#) whether to reduce certain tariffs targeting the auto industry. One measure would spare automobiles and parts already subject to tariffs from facing additional duties from levies on steel and aluminum imports. Another option would fully exempt auto parts that comply with USMCA. However, when asked if he was considering changes to auto tariffs, President Trump said he wasn't - while also suggesting he might even increase levies on the Canadian auto sector.

### **FEMA Considers Natural Disaster Assistance Eligibility Reform**

According to [recent reporting](#), the Federal Emergency Management Agency (FEMA) is considering a slate of policy recommendations that could reduce the number of emergency declarations approved by the president, as well as limit the amount of federal

assistance available for cities and states affected by natural disasters. Notably, the memorandum, which was submitted to the White House Office of Management and Budget (OMB) proposes raising the threshold for states to qualify for public assistance and reducing the share of recovery costs paid for by the federal government.

Most recently, FEMA has publicly [rescinded](#) federal funding programs deemed as “wasteful” and “politicized” by new agency leaders. This includes the Building Resilient Infrastructure and Communities (BRIC) program, which provides federal support for hazard-reduction projects. Napa County was awarded a BRIC grant in 2024.

### **California Waivers Barred From Congressional Review**

This month, the US Senate Parliamentarian Elizabeth MacDonough ruled that California emissions waivers approved by the Biden administration aren’t subject to the Congressional Review Act. The decision reinforces a finding from the Government Accountability Office that three Clean Air Act waivers, which allow California to regulate motor vehicle emissions more strictly than the federal government, aren’t technically rules and therefore can’t be struck down by Congress.

House Republican lawmakers had previously introduced three Congressional Review Act disapproval resolutions aimed at overturning the Biden administration’s approval of California’s vehicle emissions mandates, including the Advanced Clean Cars II regulation, the Advanced Clean Trucks regulation, and the Omnibus Low-NOx Emissions rule.

### **FTA Pick Molinaro Approved by Senate Committee**

President Trump’s nominee to serve as the Federal Transit Administration (FTA) administrator, former Congressman Marc Molinaro, was confirmed by the Senate Banking Committee. His nomination was approved 20-4, with a handful of Democrats voting against Molinaro over opposition to the Trump administration’s efforts to reduce the scope of the federal government. At his confirmation hearing, Molinaro, when asked about potential funding freezes, said he would advocate for the disbursement of authorized and obligated funds.

### **Pending Legislation of Interest**

[H.R.81](#) — **To prohibit the imposition of mask mandates on public transportation.**

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

Introduced: 01/03/2025

[H.R.502](#) — **To ensure the rural surface transportation grant program is accessible to rural areas, and for other purposes.**

Sponsor: Finstad, Brad [Rep.-R-MN-1]

Introduced: 01/16/2025

**[H.R.546](#) — To direct the Attorney General to establish a grant program for civilian traffic violation enforcement.**

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

Introduced: 01/16/2025

**[S.161](#) — A bill to require the Secretary of Transportation to issue rules relating to the testing procedures used under the New Car Assessment Program of the National Highway Traffic Safety Administration, and for other purposes.**

Sponsor: Fischer, Deb [Sen.-R-NE]

Introduced: 01/21/2025

**[S.191](#) — A bill to require the Secretary of Transportation to modify certain regulations relating to the requirements for commercial driver's license testing and commercial learner's permit holders, and for other purposes.**

Sponsor: Lummis, Cynthia M. [Sen.-R-WY]

Introduced: 01/22/2025

**[H.R.623](#) — To direct the Secretary of Transportation to modify certain regulations relating to the requirements for commercial driver's license testing and commercial learner's permit holders, and for other purposes.**

Sponsor: LaHood, Darin [Rep.-R-IL-16]

Introduced: 01/22/2025

**[H.R.732](#) — Disaster Recovery Efficiency Act**

Sponsor: Jacobs, Sara [Rep.-D-CA-51]

Introduced: 01/24/2025

**[H.R.1166](#) — Decoupling from Foreign Adversarial Battery Dependence Act**

Sponsor: Rep. Gimenez, Carlos A. [R-FL-28]

Introduced: 02/10/2025

**[H.R.1513](#) — Unplug the Electric Vehicle Charging Stations Program Act**

Sponsor: Wied, Tony [Rep.-R-WI-8]

Introduced: 02/21/2025

**[H.R.1659](#) — Truck Parking Safety Improvement Act**

Sponsor: Bost, Mike [Rep.-R-IL-12]

Introduced: 02/27/2025

**[H.R.1892](#) — Wireless Electric Vehicle Charging Grant Program Act of 2025**

Sponsor: Stevens, Haley M. [Rep.-D-MI-11]

Introduced: 03/05/2025



[H.R.2088](#) — **To direct the Secretary of Transportation, in coordination with the Secretary of Housing and Urban Development, to establish a thriving communities grant program.**

Sponsor: Torres, Norma J. [Rep.-D-CA-35]

Introduced: 03/11/2025

[S.996](#) — **A bill to amend the Clean Air Act to prevent the elimination of the sale of motor vehicles with internal combustion engines, and for other purposes.**

Sponsor: Sen. Mullin, Markwayne [R-OK]

Introduced: 03/12/2025

[H.R.2166](#) — **To amend title 23, United States Code, with respect to vehicle weight limitations for certain logging vehicles, and for other purposes.**

Sponsor: Wied, Tony [Rep.-R-WI-8]

Introduced: 03/14/2025

[H.R.2348](#) — **To direct the Secretary of Transportation to produce and distribute a national public safety messaging campaign, and for other purposes.**

Sponsor: Stauber, Pete [Rep.-R-MN-8]

Introduced: 03/25/2025

[H.R.2819](#) — **To prohibit the Administrator of the Federal Motor Carrier Safety Administration from issuing a rule or regulation requiring certain vehicles to be equipped with speed limiting devices.**

Sponsor: Brecheen, Josh [Rep.-R-OK-2]

Introduced: 04/10/2025

[H.R.2992](#) — **To amend title 23, United States Code, and the Infrastructure Investment and Jobs Act with respect to vehicle roadside crashes, work zone safety, and for other purposes.**

Sponsor: Carter, Troy A. [Rep.-D-LA-2]

Introduced: 04/24/2025

## **Executive Branch**

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

DOT [announced](#) that it had signed its first federal grant agreement under the Bridge Investment Program (BIP). The \$175 million grant was awarded to the South Carolina Department of Transportation for the replacement of bridges along a major East Coast freight artery. Notably, the DOT's announcement emphasizes that DOT is working "to address an unprecedented backlog of roughly 3,200 unobligated grants inherited from the

previous administration.” The Bridge Investment Program was established by the Infrastructure Investment and Jobs Act of 2021.

DOT [announced](#) that the Federal Railroad Administration (FRA) and Amtrak had agreed to a revised scope for a planned rehabilitation of a bridge located along one of the busiest sections of the Northeast Corridor. The estimated savings from the revised plan total up to \$140 million. The revised scope for rehabilitation removes “unnecessary aesthetic costs like enhanced lighting and defer some rehab work where structural elements still have a useful life.” This announcement signals DOT's priorities related to identifying potential savings in federally funded projects. Similar actions were taken on two rail projects in [New York City](#) and [Texas](#).

DOT [announced](#) the fiscal year (FY) 2025 Notice of Funding Opportunity (NOFO) for the Safe Streets and Roads for All (SS4A) program. The deadline for applications is June 26, 2025. The NOFO removes language related to climate justice and equity that had been included in previous fiscal years.

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

FHWA [published](#) a [final rule](#) repealing a Biden-era greenhouse gas measurement regulation that required metropolitan planning organizations and state DOTs to measure and report greenhouse gas emissions from transportation projects. The now-rescinded rule also established declining carbon dioxide targets and report on progress toward achieving those targets. In 2024, a district judge in Texas ruled that DOT lacked the legal authority to enact the rule.

### **National Highway Traffic Safety Administration (NHTSA)**

NHTSA [released](#) an updated Automated Vehicle (AV) Framework as part of the DOT's new transportation innovation agenda. The AV framework has three principles: prioritize the safety of ongoing AV operations on public roads; unleash innovation by removing unnecessary regulatory barriers, and enable commercial deployment of AVs to enhance safety and mobility for the American public.

# PLATINUM | ADVISORS

April 28, 2025

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority

FR: Steve Wallauch  
Platinum Advisors

**RE: Legislative Update**

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**Fiscal Outlook:** Although residents of Los Angeles County are allowed to defer filing their state income taxes until October of this year, the income tax receipts for April hit the revenue target for the month. As of April 24<sup>th</sup>, a total of \$17.35 billion has been received by the state. The January revenue forecast for April is \$17.37 billion. This is a strong showing to date, but with the stock market turmoil the expectation is that the May Revise will significantly downgrade revenue projections resulting in a budget deficit.

Through the end of March revenues are tracking \$4-5 billion ahead of the January estimates. This small buffer will be critical as stock prices slide and the U.S. Dollar is devalued, and the possibility of a recession on the horizon. The state will have little capacity to backfill federal cuts or augment state programs above the Governor's January budget. Assembly Speaker Robert Rivas has stated in news articles that the budget adopted in June will likely need to be altered before the end of session, or later this fall as federal funding cuts become known.

**Select Committees on Cost:** Assembly Speaker Rivas announced four new select committees charged with examining the cost of living in California. Select committees do not hear or act on legislation, but the result of the informational hearings by these committees do result in future legislative proposals.

Speaker Rivas stated, *"Middle-class families earning \$125,000 a year are struggling to afford rent, childcare, and groceries. That's not sustainable. People across the state — working full-time and doing everything right — are still falling behind. When the middle class is squeezed this hard, our entire future is at risk."* To examine how to address this challenge the Speaker has created the following Select Committees:

- **Select Committee on Child Care Costs:** Assemblymember Cecilia Aguiar-Curry will chair this Select Committee. The goal is to focus on how to maximize existing programs and make zero-to-3 childcare universally accessible and affordable for California families.
- **Select Committee on CalFresh Enrollment and Nutrition:** This committee will be co-chaired by Assemblymembers Mia Bonta and LaShae Sharp-Collins. The

committee will focus on boosting CalFresh enrollment, improving access to fresh food, and ensuring every family can afford to eat with dignity.

- *Select Committee on Housing Finance and Affordability:* This committee will be co-chaired by Assemblymembers Anamarie Ávila-Farías and John Harabedian. This select committee will explore creative financing solutions to accelerate affordable housing production.
- *Select Committee on Transportation Costs and Impact of the Low Carbon Fuel Standard:* Assemblymembers Lori Wilson and David Alvarez will co-chair this committee. This select committee will look at whether the Low Carbon Fuel Standard is still delivering for California families as currently designed and administered.

**Cap & Trade:** Governor Newsom along with Speaker Rivas and Senate Pro Tem McGuire have publicly pledged to extend the cap & trade program this year. The urgency to extend the program is needed to provide greater legal protections for the program in light of the Trump Administration's pledge to examine how to block state and local laws that are viewed as impeding energy independence. An extension would also boost participation in the auction which has been waning. Governor Newsom did not specify whether it would be a simple extension of the sunset date or if the plan would overhaul how funds are allocated. He stated the details will be shared in the coming weeks, which points to the details likely being included in the May Revision.

### ***Legislation:***

**AB 1070 (Ward):** The author pulled AB 1070 from the Assembly Local Government Committee hearing on April 23<sup>rd</sup>. This makes it unlikely that this measure will move forward this year. AB 1070 proposed to require all transit districts created in state statute to add two non-voting members to their governing boards, as well as require all governing board members to demonstrate that they use the transit system in order to receive compensation for serving on the board.

**AB 1250 (Papan):** AB 1250 was gutted and amended on April 10<sup>th</sup>. As amended the bill would prohibit starting on January 1, 2027, 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. In addition, the bill would require temporary eligibility to be valid for 180 days or until the date indicated by the person's medical professional, and it would prohibit renewal of temporary eligibility more than 6 consecutive times.

While there are no known transit operators that oppose the intent of this legislation, concerns have been raised regarding the need to maintain the accuracy of paratransit user data base. Requiring periodic recertification is one way to keep databases up to date. Discussions are underway with the author to address this concern.

**SB 79 (Wiener):** SB 79 was approved by the Senate Housing Committee over the objections of the chair, Senator Aisha Wahab. The bill will be heard next by the Senate Local Government Committee. The intent of SB 79 is to promote housing and mixed-use development projects near transit services, particularly on parcels owned or controlled by a transit operator. SB 79 also includes provisions that expand the definition of “agency’s use” within the Surplus Lands Act to include land leased to support public transit operations. The bill also exempts from CEQA any public or private residential, commercial, or mixed-used project located entirely or principally on land a public transit agency owns.

The goal is to not only promote housing near transit but also create a mechanism for these development projects to generate revenue for transit operators. The size and density of these development projects depends on the type of transit service located within ¼ mile of the project site.

**SB 569 (Blakespear):** 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.

# PLATINUM | ADVISORS

April 28, 2025

ATTACHMENT 3  
NVTB Board Item 10.6  
May 21, 2025

TABLE 1: BOARD ACTION ITEMS

|  | Subject   | Status               | Recommended Position |
|--|---|----------------------|----------------------|
| <b>AB 1250</b><br><b>(Papan D)</b><br>Transit operators:<br>paratransit:<br>recertification of<br>eligibility.                                       | AB 1250 was gutted and amended on April 10 <sup>th</sup> . As amended the bill would prohibit starting on January 1, 2027, 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. In addition, the bill would require temporary eligibility to be valid for 180 days or until the date indicated by the person's medical professional, and it would prohibit renewal of temporary eligibility more than 6 consecutive times.   | Assembly<br>Transp.  | Watch                |
| <b>SB 79</b><br><b>(Wiener D)</b><br>Local government<br>land: public<br>transit use:<br>housing<br>development:<br>transit-oriented<br>development. | <p>SB 79 was approved by the Senate Housing Committee over the objections of the chair, Senator Aisha Wahab. The bill will be heard next by the Senate Local Government Committee.</p> <p>The intent of SB 79 is to promote housing and mixed-use development projects near transit services, particularly on parcels owned or controlled by a transit operator. SB 79 also includes provisions that expand the definition of "agency's use" within the Surplus Lands Act to include land leased to support public transit operations. The bill also exempts from CEQA any public or private residential, commercial, or mixed-used project located entirely or principally on land a public transit agency owns.</p> | Senate Local<br>Gov. | Watch                |

|  | Subject  | Status       | Recommended Position |
|--|--|--------------|----------------------|
| <b><u>SB 569</u></b><br><b>(Blakespear D)</b><br>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. | Senate Appr. | Support              |

**TABLE 2: BOARD ADOPTED POSITIONS**

|   | Subject   | Status   | Position |
|---|---|--|----------|
| <b><u>AB 259</u></b><br><b>(Rubio, Blanca D)</b><br>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.   | ASSEMBLY FLOOR   | Watch    |
| <b><u>AB 394</u></b><br><b>(Wilson D)</b><br>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.<br><br>AB 394 was amended to delete the process whereby a person convicted of battery may be subject to a prohibition order for up to 18 months. However, the amendments allow for a district-wide restraining order to be imposed. | ASSEMBLY APPR  | Support  |
| <b><u>AB 697</u></b><br><b>(Wilson D)</b><br>Protected species: authorized take: State Route 37 improvements. | AB 697 authorizes select State Route 37 corridor projects 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  | Assembly Water, Parks & Wildlife<br><br>Hearing set for April 29th | Support  |

|  | Subject   | Status            | Position |
|--|---|-------------------|----------|
| <b><u>AB 697</u></b> (cont.)   | 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.  |                   |          |
| <b><u>AB 954</u></b><br><b>(Bennett D)</b><br>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.   | Assembly APPR     | Watch    |
| <b><u>AB 1014</u></b><br><b>(Rogers D)</b><br>Traffic safety: speed limits.  | AB 1014 would expand existing law that allows cities and counties to reduce a speed limit below the 85 <sup>th</sup> percentile speed survey to also include Caltrans and the highways operated by the state.   | Assembly Appr.    | Watch    |
| <b><u>AB 1070</u></b><br><b>(Ward D)</b><br>Transit districts: governing boards: compensation: nonvoting members       | <p>Assemblymember Ward pulled AB 1070 from the Assembly Local Government Committee agenda. This will result in the bill becoming a two-year bill.</p> <p>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</p> | Assembly Loc Gov. | Watch    |



|  | Subject   | Status             | Position |
|--|---|--------------------|----------|
| <b><u>AB 1207</u></b><br><b>(Irwin D)</b><br>Climate change: market-based compliance mechanism.                    | AB 1207 is the Assembly's vehicle for reauthorizing the cap & trade auction program. The bill was amended to contain minor changes in order to meet the spot bill deadline, but the bills content remains nonsubstantive.   | Assembly Nat. Res. | Watch    |
| <b><u>AB 1268</u></b><br><b>(Macedo R)</b><br>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.   | Oppose   |
| <b><u>AB 1340</u></b><br><b>(Wicks D)</b><br>Metropolitan Transportation Commission: duties                        | 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.   | Assembly Transp.   | Watch    |
| <b><u>SB 63</u></b><br><b>(Wiener D)</b><br>San Francisco Bay area: local revenue measure: transportation funding. | <p>SB 63 would authorize a 10- to 15-year regional public transportation operations sales tax measure on the November 2026 ballot in the Counties of Alameda, Contra Costa, and San Francisco, with the option for the Counties of San Mateo and Santa Clara to be added.</p> <p>The Senate Transportation and the Revenue &amp; Taxation Committee approved SB 63. Amendments were taken in both committees, but those amendments are not in print yet. The amendments include the following changes:</p> <ul style="list-style-type: none"> <li>• Strike language relating to the Transit Operations Financial Responsibility and Implementation Plan.</li> </ul> | Senate Appr.       | Watch    |

|   | Subject  | Status       | Position |
|---|--|--------------|----------|
| <b><u>SB 63</u></b> (cont.)   | <ul style="list-style-type: none"> <li>Clarify that the provisions of the title only apply to the counties identified in the creation of the Transportation Revenue Measure District.</li> <li>Direct MTC to report to the Legislature by March 31, 2026 on its forecast of the impacts to ridership on AC Transit, BART, Caltrain, and Muni from planned transportation projects and strategies included in its adopted regional transportation plan, with an emphasis on rail connectivity projects that may increase ridership, reduce operating costs, or help with enhanced mobility.</li> <li>Adds a legislative finding and declaration that “the San Francisco Bay Area also needs to prioritize increasing ridership to ensure the region’s transit network is sustainable.”</li> </ul> |              |          |
| <b><u>SB 71</u></b><br><b>(Wiener D)</b><br>California<br>Environmental<br>Quality Act:<br>exemptions:<br>transit projects. | <p>SB 71 is pending in the Senate Appropriations Committee.</p> <p>SB 71 would repeal the sunset date on existing law that exempts certain transit, bicycle, and pedestrian projects from CEQA. In addition to making additional clarifying changes, SB 71 would add to the list of exemptions a transit comprehensive operational analysis, transit route readjustment, or other transit agency route addition, elimination, or modification. The bill defines a transit comprehensive plan to include a plan that redesigns or modifies a transit operator’s or local agency’s public transit service network, including the routing of fixed route and micro transit services</p>   | Senate Appr. | Support  |
| <b><u>SB 239</u></b><br><b>(Arreguín D)</b><br>Open meetings:<br>teleconferencing:<br>subsidiary body.                      | <p>This bill would 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.</p> <p>SB 239 was amended in the Senate Local Government Committee to include a sunset date of January 1, 2030.</p>  | Senate Jud.  | Watch    |

|   | Subject   | Status                 | Position |
|---|---|------------------------|----------|
| <b><u>SB 445</u></b><br><b>(Wiener D)</b><br>Sustainable Transportation Project Permits and Cooperative Agreements.   | SB 445 would establish a process to accelerate the permitting and construction of “sustainable transportation project,” which generally includes any transit, bike, or pedestrian project. In addition, for “large sustainable transportation projects,” the bill establishes a process and timeline for entering into a cooperative agreement. A large sustainable transportation project is a transit, bike or pedestrian project with a cost exceeding \$12 million. | Senate Appr.           | Watch    |
| <b><u>SB 696</u></b><br><b>(Alvarado-Gil R)</b><br>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. While other exemptions only apply to the state portion of the sales tax, this bill would also exempt the application of local Bradely-Burns sales tax and locally imposed sales taxes.   | Senate Rev. & Tax      | Watch    |
| <b><u>SB 752</u></b><br><b>(Richardson D)</b><br>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 Rev & Tax       | Support  |
| <b><u>SB 840</u></b><br><b>(Limón D)</b><br>Greenhouse gases: market-based compliance mechanism.  | SB 840 is the Senate bill that will be used to advance the Senate’s proposal on extending the Cap & Trade auction program.<br><br>As currently drafted, the bill merely requires the LAO to continue to provide an annual report on the economic impacts and benefits of the GHG reduction targets.   | Senate Enviro. Quality | Watch    |



THE SECRETARY OF TRANSPORTATION  
WASHINGTON, DC 20590

April 24, 2025

To All Recipients of U.S. Department of Transportation Funding:

The U.S. Department of Transportation (Department or DOT) distributes substantial Federal financial assistance for thousands of projects, programs, and activities operated or initiated by diverse entities, including but not limited to State and local governments. The Department administers this Federal financial assistance to support the development and maintenance of the Nation's transportation infrastructure, pursuant to statutory authority and in accordance with binding contractual agreements in the form of Federal financial assistance agreements, usually grants, cooperative agreements, and loans. Accordingly, I write to clarify and reaffirm pertinent legal requirements, to outline the Department's expectations, and to provide a reminder of your responsibilities and the consequences of noncompliance with Federal law and the terms of your financial assistance agreements. It is the policy of the Department to award and to continue to provide Federal financial assistance only to those recipients who comply with their legal obligations.

As recipients of such DOT funds, you have entered into legally enforceable agreements with the United States Government and are obligated to comply fully with all applicable Federal laws and regulations. These laws and regulations include the United States Constitution, Federal statutes, applicable rules, and public policy requirements, including, among others, those protecting free speech and religious liberty and those prohibiting discrimination and enforcing controls on illegal immigration. As Secretary of Transportation, I am responsible for ensuring recipients of DOT financial assistance are aware of and comply with all applicable legal obligations.

The Equal Protection principles of the Constitution prohibit State and Federal governmental entities from discriminating on the basis of protected characteristics, including race. Indeed, as the Supreme Court declared in *Students for Fair Admission, Inc. v. Harvard (SFFA)*, 600 U.S. 181, 206 (2023), "[t]he clear and central purpose of the Fourteenth Amendment was to eliminate all official state sources of invidious racial discrimination in the States." The Court further noted that "[o]ne of the principal reasons race is treated as a forbidden classification is that it demeans the dignity and worth of a person to be judged by ancestry instead of by his or her own merit and essential qualities." *Id.* at 220. In ruling that race-based admissions programs at universities violated the Equal Protection Clause, the Court made clear that discrimination based on race is, has been, and will continue to be unlawful, except in rare circumstances. *Id.* at 220-21. Similarly, sex-based classifications violate the Equal Protection Clause absent "exceedingly persuasive" justification. *See United States v. Virginia*, 518 U.S. 515, 533 (1996).



These constitutional principles are reinforced by the Civil Rights Act of 1964, which prohibits discrimination based on protected characteristics in the Federal funding and employment contexts in Title VI (42 U.S.C. § 2000d *et seq.*) and Title VII (42 U.S.C. § 2000e-2), as well as the applicable non-discrimination clauses in the Federal Aid Highway Act of 1973 (23 U.S.C. §§ 140 and 324 *et seq.*), the Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*).

Based on binding Supreme Court precedent and these Federal laws, DOT is prohibited from discriminating based on race, color, national origin, sex, or religion in any of its programs or activities. Moreover, because DOT may not establish, induce, or endorse prohibited discrimination indirectly,<sup>1</sup> it must ensure that discrimination based on race, color, national origin, sex, or religion does not exist in the programs or activities it funds or financially assists.

These same principles apply to recipients of Federal financial assistance from DOT, as both a matter of Federal law and by virtue of contractual provisions governing receipt of DOT funding. Accordingly, DOT recipients are prohibited from engaging in discriminatory actions in their own policies, programs, and activities, including in administering contracts, and their employment practices.

Whether or not described in neutral terms, any policy, program, or activity that is premised on a prohibited classification, including discriminatory policies or practices designed to achieve so-called “diversity, equity, and inclusion,” or “DEI,” goals, presumptively violates Federal law. Recipients of DOT financial assistance must ensure that the personnel practices (including hiring, promotions, and terminations) within their organizations are merit-based and do not discriminate based on prohibited categories. Recipients are also precluded from allocating money received under DOT awards—such as through contracts or the provision of other benefits—based on suspect classifications. Any discriminatory actions in your policies, programs, and activities based on prohibited categories constitute a clear violation of Federal law and the terms of your grant agreements.

In addition, your legal obligations require cooperation generally with Federal authorities in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law. DOT has noted reported instances where some recipients of Federal financial assistance have declined to cooperate with ICE investigations, have issued driver’s licenses to individuals present in the United States in violation of Federal immigration law, or have otherwise acted in a manner that impedes Federal law enforcement. Such actions undermine Federal sovereignty in the enforcement of immigration law, compromise the safety and security of the transportation systems supported by DOT

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<sup>1</sup> See *SFFA*, 600 U.S. at 230; *Norwood v. Harrison*, 413 U.S. 455, 465 (1973).



financial assistance, and prioritize illegal aliens over the safety and welfare of the American people whose Federal taxes fund DOT's financial assistance programs.

Under the Constitution, Federal law is "the supreme Law of the Land." U.S. Const. Art. VI. That means that where Federal and State legal requirements conflict, States and State entities must follow Federal law. Declining to cooperate with the enforcement of Federal immigration law or otherwise taking action intended to shield illegal aliens from ICE detection contravenes Federal law and may give rise to civil and criminal liability. *See* 8 U.S.C. § 1324 and 8 U.S.C. § 1373. Accordingly, DOT expects its recipients to comply with Federal law enforcement directives and to cooperate with Federal officials in the enforcement of Federal immigration law. The Department also expects its recipients to ensure that the Federal financial assistance they receive from DOT is provided only to subrecipients, businesses, or service providers that are U.S. Citizens or U.S. Nationals and Lawful Permanent Residents (LPRs) or legal entities allowed to do business in the U.S. and which do not employ illegal aliens.

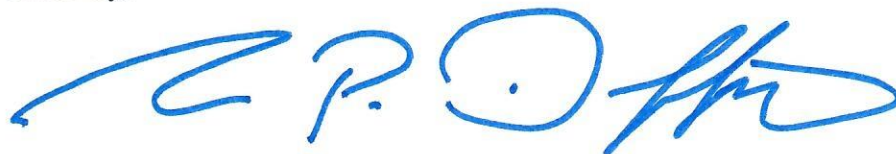
This letter provides notice of the Department's existing interpretation of Federal law. The Department will vigorously enforce the law on equal terms as to all its recipients and intends to take appropriate measures to assess their compliance based on the interpretation of Federal law set forth in this letter. Adherence to your legal obligations is a prerequisite for receipt of DOT financial assistance. Noncompliance with applicable Federal laws, or failure to cooperate generally with Federal authorities in the enforcement of Federal law, will jeopardize your continued receipt of Federal financial assistance from DOT and could lead to a loss of Federal funding from DOT.

The Department retains authority, pursuant to its oversight responsibilities and the terms of your agreements, to initiate enforcement actions, such as comprehensive audits and possible recovery of funds expended in a manner contrary to the terms of the funding agreement. DOT may also terminate funding in response to substantiated breaches of the terms of the agreement, or if DOT determines that continued funding is no longer in the public interest. These steps, within DOT's discretion, are intended to ensure accountability and protect the integrity of Federal programs.

To assist grant recipients in meeting their legal obligations, DOT offers technical guidance and support through its program offices. Should you require clarification regarding your obligations, you are encouraged to contact your designated DOT representative promptly. Proactive engagement is strongly advised to prevent inadvertent noncompliance.

DOT remains committed to advancing a transportation system that serves the public interest efficiently and unleashes economic prosperity and a superior quality of life for American families. This mission depends upon your strict adherence to the legal framework governing our partnership, and I trust you will take all necessary steps to comply with Federal law and satisfy your legal obligations.

Sincerely,

A handwritten signature in blue ink, appearing to read "S.P. Duffy". The signature is stylized with a large, sweeping initial "S" and a circular "P" followed by a dot, and a final flourish.

Sean P. Duffy