

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda

Wednesday, July 17, 2019
1:30 PM

NVTA Conference 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 our website at <https://nctpa.legistar.com/Calendar.aspx> at least 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. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NVTA-TA Board or staff and after the public meeting if prepared by some other person. 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 speak to the Board on any item at the time the Board is considering the item. Please complete a Speaker's Slip, which is located on the table near the entryway, and then present the slip to the Board Secretary. Also, members of the public are invited to address the Board on any issue not on today's agenda under Public Comment. Speakers are limited to three minutes.

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 Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8631 during regular business hours, at least 48 hours prior to the time of the meeting.

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

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1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Director's Update
8. Caltrans' Update

9. PRESENTATIONS

- 9.1 **The JoAnn Busenbark Boardroom Dedication**

Estimated Time: 1:40 p.m.

- 9.2 **Napa County Safe Routes to School (SRTS) Program Update
(Patrick Band, Napa County Bicycle Coalition and Grant Dinsdale,
Napa County Office of Education)**

Recommendation: The Board will receive an update on the Safe Routes to School Program

Estimated Time: 1:45 p.m.

10. PUBLIC HEARING - TIME CERTAIN 1:55 PM

10.1 Public Hearing and Approval of Vine Vision Phase II Implementing Revisions to the Vine Local Service in the City of Napa (Matthew Wilcox) (Pages 12-22)

Recommendation: Board action will hold a Public Hearing and approve Vine Vision Phase II implementing revisions to the Vine service in the City of Napa.

Time Certain: 1:55 p.m.

Attachments: [Staff Report](#)

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

11. CONSENT AGENDA ITEMS (11.1 - 11.8)

11.1 Approval of Meeting Minutes of June 12, 2109 (Karrie Sanderlin) (Pages 23-27)

Recommendation: Board action will approve the meeting minutes of June 12, 2019.

Estimated Time: 2:10 p.m.

Attachments: [Draft Minutes](#)

11.2 Resolution No. 19-11 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) Allocation of Transportation Development Act (TDA), Regional Measure 2 (RM 2), and State Transportation Assistance (STA) Funds for Fiscal Year (FY) 2019-20 (Justin Paniagua) (Pages 28-33)

Recommendation: Board action will approve authorizing the filing with MTC for TDA, RM 2, and STA funds for FY 2019-20.

Estimated Time: 2:10 p.m.

Attachments: [Staff Report](#)

**11.3 Citizens Advisory Committee (CAC) Member Appointments
(Karrie Sanderlin) (Pages 34-44)**

Recommendation: Board action will approve the re-appointment of member Aisha Nasir representing the City of American Canyon and approve the appointment of Alex Crown as representative of Napa County to the CAC.

Estimated Time: 2:10 p.m.

Attachments: [Staff Report](#)

**11.4 Active Transportation Advisory Committee (ATAC) Member
Appointments (Diana Meehan) (Pages 45-48)**

Recommendation: Board action will approve the appointment of Grant Dinsdale and Colin Petheran to the ATAC representing the City of Napa.

Estimated Time: 2:10 p.m.

Attachments: [Staff Report](#)

**11.5 Amendment No. 1 to NVTA Agreement No. 18-06 with Solano
Transportation Authority (Alberto Esqueda) (Pages 49-56)**

Recommendation: Board action will approve Amendment No. 1 to NVTA Agreement No. 18-06 with Solano Transportation Authority to update the Napa Activity-Based Travel Demand Model in amount not to exceed \$85,000.

Estimated Time: 2:10 p.m.

Attachments: [Staff Report](#)

11.6 Sonoma-Marín Area Rail Transit (SMART) Novato to Suisun City (Kate Miller) (Page 57-61)

Recommendation: Board action will consider sending a letter of support to the California State Transportation Agency (CalSTA) SMART East-West Passenger Rail.

Estimated Time: 2:10 p.m.

Attachments: [Staff Report](#)

11.7 Purchase Order # 19-1008 with Remix Software Inc. (Matthew Wilcox) (Pages 62-77)

Recommendation: Board action will approve PO 19-1008 with Remix Software Inc. for planning and scheduling software platform subscription in an amount not to exceed \$163,331.

Estimated Time: 2:10 p.m.

Attachments: [Staff Report](#)

11.8 Purchase Order # 19-1013 with AVAIL Technologies, Inc. (Matthew Wilcox) (Pages 78-108)

Recommendation: Board action will approve a Wi-Fi upgrade to 4G LTE service in an amount not to exceed \$235,100.

Estimated Time: 2:10 p.m.

Attachments: [Staff Report](#)

12. REGULAR AGENDA ITEMS

12.1 Soscol Junction Project Update (Sanjay Mishra) (Pages 109-111)

Recommendation: The Board will receive an update on the Soscol Junction (State Route 29 and 221) project.

Time Certain: 2:10 p.m.

Attachments: [Staff Report](#)

12.2 Napa Valley Transportation Authority (NVTA) Agreement No. 19-17 with GHD (Rebecca Schenck) (Pages 112-122)

Recommendation: Board action will authorize the Executive Director, or designee, to execute and make minor modifications to NVTA Agreement No. 19-17 with GHD for specialized consultant engineering services for the Soscol Junction Project Alternative(s) in an amount not to exceed \$24,306.

Estimated Time: 2:20 p.m.

Attachments: [Staff Report](#)

12.3 Regional Measure 3 (RM 3) Updated Project Priorities (Danielle Schmitz) (Pages 123-130)

Recommendation: Board action will approve the updated RM 3 project priorities.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

12.4 Transportation Infrastructure Finance and Innovation Act (TIFIA) Application (Antonio Onorato) (Pages 131-154)

Recommendation: Board action will authorize the Executive Director to file an application for a TIFIA loan.

Estimated Time: 2:40 p.m.

Attachments: [Staff Report](#)

12.5 Resolution No. 19-12 Authorizing the Disposal of Non-Performing Assets with Federal Interest (Antonio Onorato) (Pages 155-159)

Recommendation: Board will approve disposal the of Vine transit buses 154, 155, 156, 157, 158, 159, 160, and 161.

Estimated Time: 3:00 p.m.

Attachments: [Staff Report](#)

12.6 Countywide Transportation Plan (CTP): Advancing Mobility 2045 Goals and Performance Measures (Alberto Esqueda) (Pages 160-167)

Recommendation: Information only. The Board will review examples of performance metrics and the previous Countywide Transportation Plan's (CTP) goals and objectives initiating discussion of the goals and objectives for the CTP update.

Estimated Time: 3:10 p.m.

Attachments: [Staff Report](#)

12.7 State Legislative Update and State Bill Matrix (Kate Miller) (Pages 168-183)

Recommendation: The Board will receive the State Legislative update and State Bill Matrix prepared by Platinum Advisors.

Estimated Time: 3:25 p.m.

Attachments: [Staff Report](#)

13. FUTURE AGENDA ITEMS

14. CLOSED SESSION

14.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to of Government Code Section 54956.9(d)(2): Claim of Mary Jackson

Estimated Time: 3:35 p.m.

15. ADJOURNMENT**15.1 Approval of Next Regular Meeting of Wednesday, September 18, 2019 and Adjournment.**

Estimated Time: 4:00 p.m.

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. on Friday, July 12, 2019.

Karalyn E. Sanderlin (esign) July 9, 2019

Karalyn E. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	GTFS	General Transit Feed Specification
ABAG	Association of Bay Area Governments	HBP	Highway Bridge Program
ADA	American with Disabilities Act	HBRR	Highway Bridge Replacement and Rehabilitation Program
ATAC	Active Transportation Advisory Committee	HIP	Housing Incentive Program
ATP	Active Transportation Program	HOT	High Occupancy Toll
BAAQMD	Bay Area Air Quality Management District	HOV	High Occupancy Vehicle
BART	Bay Area Rapid Transit District	HR3	High Risk Rural Roads
BATA	Bay Area Toll Authority	HSIP	Highway Safety Improvement Program
BRT	Bus Rapid Transit	HTF	Highway Trust Fund
BUILD	Better Utilizing Investments to Leverage Development	HUTA	Highway Users Tax Account
CAC	Citizen Advisory Committee	IFB	Invitation for Bid
CAP	Climate Action Plan	ITIP	State Interregional Transportation Improvement Program
Caltrans	California Department of Transportation	ITOC	Independent Taxpayer Oversight Committee
CEQA	California Environmental Quality Act	IS/MND	Initial Study/Mitigated Negative Declaration
CIP	Capital Investment Program	JARC	Job Access and Reverse Commute
CMA	Congestion Management Agency	LIFT	Low-Income Flexible Transportation
CMAQ	Congestion Mitigation and Air Quality Improvement Program	LOS	Level of Service
CMP	Congestion Management Program	LS&R	Local Streets & Roads
CalSTA	California State Transportation Agency	MaaS	Mobility as a Service
CTP	Countywide Transportation Plan	MAP 21	Moving Ahead for Progress in the 21 st Century Act
COC	Communities of Concern	MPO	Metropolitan Planning Organization
CTC	California Transportation Commission	MTC	Metropolitan Transportation Commission
DAA	Design Alternative Analyst	MTS	Metropolitan Transportation System
DBB	Design-Bid-Build	ND	Negative Declaration
DBF	Design-Build-Finance	NEPA	National Environmental Policy Act
DBFOM	Design-Build-Finance-Operate-Maintain	NOAH	Natural Occurring Affordable Housing
DED	Draft Environmental Document	NOC	Notice of Completion
EIR	Environmental Impact Report	NOD	Notice of Determination
EJ	Environmental Justice	NOP	Notice of Preparation
FAS	Federal Aid Secondary	NVTA	Napa Valley Transportation Authority
FAST	Fixing America's Surface Transportation Act	NVTA-TA	Napa Valley Transportation Authority-Tax Agency
FHWA	Federal Highway Administration	OBAG	One Bay Area Grant
FTA	Federal Transit Administration	PA&ED	Project Approval Environmental Document
FY	Fiscal Year	P3 or PPP	Public-Private Partnership
GHG	Greenhouse Gas	PCC	Paratransit Coordination Council
GGRF	Greenhouse Gas Reduction Fund		

Glossary of Acronyms

PCI	Pavement Condition Index	STA	State Transit Assistance
PCA	Priority Conservation Area	STIC	Small Transit Intensive Cities
PDA	Priority Development Areas	STIP	State Transportation Improvement Program
PID	Project Initiation Document	STP	Surface Transportation Program
PMS	Pavement Management System	TAC	Technical Advisory Committee
Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes	TCM	Transportation Control Measure
PSE	Plans, Specifications and Estimates	TCRP	Traffic Congestion Relief Program
PSR	Project Study Report	TDA	Transportation Development Act
PTA	Public Transportation Account	TDM	Transportation Demand Management Transportation Demand Model
RACC	Regional Agency Coordinating Committee	TE	Transportation Enhancement
RFP	Request for Proposal	TEA	Transportation Enhancement Activities
RFQ	Request for Qualifications	TEA 21	Transportation Equity Act for the 21 st Century
RHNA	Regional Housing Needs Allocation	TFCA	Transportation Fund for Clean Air
RM2	Regional Measure 2 (Bridge Toll)	TIGER	Transportation Investments Generation Economic Recovery
RM3	Regional Measure 3	TIP	Transportation Improvement Program
RMRP	Road Maintenance and Rehabilitation Program	TLC	Transportation for Livable Communities
ROW	Right of Way	TLU	Transportation and Land Use
RTEP	Regional Transit Expansion Program	TMP	Traffic Management Plan
RTIP	Regional Transportation Improvement Program	TMS	Transportation Management System
RTP	Regional Transportation Plan	TNC	Transportation Network Companies
SAFE	Service Authority for Freeways and Expressways	TOAH	Transit Oriented Affordable Housing
SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users	TOD	Transit-Oriented Development
SB 375	Sustainable Communities and Climate Protection Act 2008	TOS	Transportation Operations Systems
SB 1	The Road Repair and Accountability Act of 2017	TPA	Transit Priority Area
SCS	Sustainable Community Strategy	TPI	Transit Performance Initiative
SHA	State Highway Account	TPP	Transit Priority Project Areas
SHOPP	State Highway Operation and Protection Program	VHD	Vehicle Hours of Delay
SNCI	Solano Napa Commuter Information	VMT	Vehicle Miles Traveled
SNTDM	Solano Napa Travel Demand Model		
SR	State Route		
SRTS	Safe Routes to School		
SOV	Single-Occupant Vehicle		



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Matthew Wilcox, Program Manager – Public Transit
(707) 259-8635 / Email: mwilcox@nvta.ca.gov
SUBJECT: Public Hearing and Approval of Staff Recommendation for Vine Vision
Phase II Changes to Vine Local Service in the City of Napa

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board hold a Public Hearing and approve staff's recommendation for local Vine service in the City of Napa.

OTHER OPTIONS FOR CONSIDERATION

Staff has evaluated a number of scenarios to improve local Vine service in the City of Napa and has narrowed consideration for those changes to four options. Staff is recommending that the board approve Option #1. A discussion of all four options follow.

Option #1: Small Loops –Option #1 is the staff recommendation for moving forward. This service is an amalgamation of the current system and the fixed route elements of Option #2 and Option #3. It would retain most of the coverage offered by the current Vine service. The exceptions are the northern most part of the Route 6 and the Route 4 service along Terrace Drive. These areas have low ridership as a proportion of the entire route. The routes in this option would not be true bidirectional routes, however, most routes would result in equal travel times to and from a destination. As NVTA is able to expand its fleet and increase its budget many of the routes under this option could be easily altered to become bidirectional.

Option #2: NVTA Optimum but Cost Prohibitive Service Plan – This option is a combination of on demand and fixed route service that was initially introduced to the board at its Board Retreat in September 2018. Low ridership areas in the City of Napa would be shifted to on demand service and the majority of the fixed routes would be bidirectional. Service along Foster Road and Imola Avenue west of Jefferson would be eliminated. Frequencies would be reduced to thirty minutes on all but one route. The on demand areas would be initially served by paratransit vehicles until NVTA could acquire dedicated fleet for each service. The cost of the service and the costs projected to address induced ridership for on demand service far exceeds the resources the agency currently has available. Staff still believes there is merit in this proposal and Option #1 provides a

baseline system that could eventually transition towards a system similar to Option #2 when additional resources become available.

Option #3 Direct Service Plan with Removal of Low Productivity Routes – This option would be a dramatic shift away from the Vine’s current coverage based system because it eliminates all unproductive service focusing exclusively on areas of known ridership demand. Transit service on Browns Valley Road west of Laurel and service north of Trancas and Redwood Road would be eliminated. These two areas have historically produced the lowest ridership on the Vine. Eliminating these two areas would shift the Vine structure toward a productivity-based system. Removing hours from unproductive areas would free up resources to provide higher frequencies and better service coverage in more productive areas of the system but it could cause mobility challenges for individuals that cannot drive in a significant portion of the City.

Option #4 – On-Demand Everywhere - This option would remove all local fixed route service from the City of Napa and replace it with on demand shuttle service. While staff believes that this may be a viable option in the future, NVTA is not currently in a position to implement such a service primarily because of anticipated issues resulting from expected induced ridership demand. The current Vine fleet make up and number of vehicles is insufficient. The primary hurdle would be staffing of NVTA’s dispatch. While the Ride the Vine app would be employed, staff anticipates a high number of call-in requests for rides. Finally, the cost to deploy this service is likely to exceed current financial resources.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA staff have finished the Vine comprehensive operational analysis (COA). The COA is a multi-year planning process. The culmination of this planning effort is the Vine Vision. The Vine Vision is two phases. Phase I consists of changes to the Vine’s regional services which was implemented in April of 2019. Phase II focuses on local service in the City of Napa. The following report will provide the NVTA Board with four service options. Staff will begin implementation of the new service in the winter of 2019 upon approval of the NVTA Board to proceed.

PROCEDURAL REQUIREMENTS

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public Hearing
5. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The financial ramifications of each option are summarized in Table 1 below. A detailed description of each option can be found in the Background and Discussion section of this report. The costs for each service were calculated using both cost per mile (\$0.54) and cost per hour (\$48.00).

Table 1: Summary of Option Costs

Current Service	Total Annual Cost	% Change
Option #1	\$1,829,727.00	-1%
Option #2	\$2,259,609.00	23%
Option #3	\$1,643,526.00	-11%
Option #4	\$2,203,980.00	20%

STRATEGIC GOALS MET BY THIS PROPOSAL

- Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability
- Goal 3 – Use taxpayer dollars efficiently
- Goal 4 – Support Napa County’s economic vitality
- Goal 5 – Minimize the energy and resources required to move people and goods

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

NVTA staff is providing the Board with four service options. The four options all work towards NVTA’s goal of creating more direct service for the residents in the City of Napa. In addition, staff strove to keep each option’s service hours and peak vehicle demands the same as the current fixed route service in the City of Napa. Some options, however, exceed the current service hours and peak vehicle resources. Nevertheless, staff is presenting these options to ensure the Board can deliberate on all possibilities for service in the City of Napa. Each option is culmination of public input, Board input, and best practices in transit planning.

Option #1: Small Loops (Staff’s Recommendation)

Table 2: Service Summary Option #1

	Current Service	Option #3	Change
Daily Hours	135	133	-1.5%
Daily Miles	1,251	1,319	5.4%
Peak Fixed Route Vehicles	11	11	0
Peak On Demand Vehicles	0	0	0
30 Minute Headways	6	5	-1
45 Minute Headways	2	0	-2
60 Minute Headways	0	3	+3
On Demand Service	0	0	0
Additional Costs (TapRide)	\$0.00	\$0.00	0.0%
Daily Costs	\$7,230.60	\$7,175.40	-0.8%
Total Annual Costs	\$1,843,803.00	\$1,829,727.00	-0.8%

Option #1 is an amalgamation of the current system and the following two options in this report. It would retain most of the coverage offered by the current Vine service. The exceptions are the northern most part of the Route 6 and the service on the Route 4 along Terrace Dr. These areas have low ridership as a proportion of the whole route. The routes in this option are not true bidirectional routes. However, most route designs would result in equal travel times to and from a destination. As NVTA is able to expand its fleet and increase its budget many of the routes under this option can be easily altered to become bidirectional. The service design can be reviewed in Figure 3: Option #1

Pros

- Cost neutral
- Creates a “high frequency” corridor along Jefferson between Lincoln and Trancas
- Retains higher frequency on all routes
- Can be easily upgraded to bidirectional service at a later date
- Areas with low productivity are served by a single route making elimination at a later date easier
- Achieves “Directness of travel” need from COA Needs Assessment

Cons

- Not true bidirectional service

Option #2: Optimum but Cost Prohibitive Service Plan (NVTA Board Retreat Service)

Table 3: Service Summary Option #2

	Current Service	Option #1	Change
Daily Hours	135	160	19.0%
Daily Miles	1,251	1,753	40.0%
Peak Fixed Route Vehicles	11	9	-3
Peak On Demand Vehicles	0	3	+3
30 Minute Headways	6	1	-5
45 Minute Headways	2	3	-1
60 Minute Headways	0	1	+1
On Demand Service	0	2	+2
Additional Costs (TapRide)	\$0.00	\$34,000.00	100.0%
Daily Costs	\$7,230.60	\$8,731.80	20.8%
Total Annual Costs	\$1,843,803.00	\$2,259,609.00	22.6%

Option #2 is a combination of on demand and fixed route service. Low ridership areas in the City of Napa would be shifted to on demand service and all fixed route service is bidirectional with the exclusion of the Route D (See Figure 1: Option #2 Service Map). Service would be removed along Foster Rd. and Imola west of Jefferson. During the course of the COA, ridership in this area was low but has recently experienced a resurgence. Frequencies would be reduced from thirty minutes on all but one route, Route C. The on demand areas would be initially served by paratransit vehicles until NVTA acquires a dedicated fleet for each service type.

Pros

- True bidirectional service
- Provides and on demand pilot
- Achieves “Directness of travel” need from COA Needs Assessment

Cons

- Increase in hours
- Increase in miles
- Increase in costs
- Removes service along Foster Road
- Removes service on Imola from Foster to Jefferson
- Will increase call wait times for all on demand services operated by the Vine

Option #3: Direct Service Plan with Removal of Low Productivity Routes

Table 4: Service Summary Option #3

	Current Service	Option #2	Change
Daily Hours	135	122	-9.6%
Daily Miles	1,251	982	-21.5%
Peak Fixed Route Vehicles	11	12	+1
Peak On Demand Vehicles	0	0	0
30 Minute Headways	6	1	-5
45 Minute Headways	2	3	-2
60 Minute Headways	0	2	+7
On Demand Service	0	0	0
Additional Costs (TapRide)	\$0.00	\$0.00	0.0%
Daily Costs	\$7,230.60	\$6,445.20	-10.9%
Total Annual Costs	\$1,843,803.00	\$1,643,526.00	-10.9%

Option #3 is a dramatic shift away from the Vine’s current coverage based system. Transit service on Browns Valley Rd. west of Laurel and service north of Trancas and Redwood Rd. would be eliminated. These two areas have historically produced the lowest ridership on the Vine. Eliminating these two areas would shift the Vine toward a productivity based system. Removing hours from unproductive areas allows more routes to retain higher frequencies. Please see Figure 2: Option #3 Service Map for a detailed outline of the proposed routes and their frequencies.

Pros

- True bidirectional service
- Reduces costs
- Creates a “high frequency” corridor along Jefferson between Lincoln and Trancas
- Retains higher frequency on most routes

Cons

- Requires more peak vehicles
- Eliminates service to Vintage High
- Eliminates service completely to certain areas creating mobility challenges to existing users.

Option #4: On Demand Everywhere

Table 5: Service Summary Option #4

	Current Service	Option #4	Change
Daily Hours	135	144	6.7%
Daily Miles	1,251	1,140	-8.9%
Peak Fixed Route Vehicles	11	0	0
Peak On Demand Vehicles	0	12	+12
30 Minute Headways	6	0	-6
45 Minute Headways	2	0	-2
60 Minute Headways	0	0	0
On Demand Service	0	12	0
Additional Costs (TapRide/CS)	\$0.00	\$252,832- \$286,416	100.0%
Daily Costs	\$7,230.60	\$7,956.00	10.0%
Total Annual Costs*	\$1,843,803.00	\$2,203,980.00	19.5%

*Cost is low end of range for three CS/Dispatch staff

Option #4 This option would remove all local fixed route service from the City of Napa and replace it with on demand shuttle service. While staff believes that this may be a viable option in the future, NVTA is not currently in a position to implement such a service primarily because of anticipated issues resulting from expected ridership demand. The current Vine fleet make up and number of vehicles is insufficient. The primary hurdle would be staffing NVTA’s dispatch. While the Ride the Vine app would be employed, staff anticipates a high number of call-in requests for rides. Finally, the cost to deploy this service is likely to exceed current financial resources.

Pros

- Could reduce paratransit costs
- More competitive with car
- Reduces infrastructure costs
- Allows service to be more responsive to construction projects
- Vehicle procurement timelines are shorter
- May reduce cost of maintenance facility

Cons

- Induced demand may exceed resource availability
- Politically difficult to move back to fixed route if not productive
- Cost
- Need to reconfigure fleet to small vehicles
- Will require vehicles to be replaced more frequently
- Would require more vehicles in the future due to CARB requirement
- NVTA not support local transit service during Bottlerock or other large scale events

Staff's Recommendation

Staff is recommending that the Board select Option #1. This option provides the most stable foundation to improve transit in the City of Napa over the next three years. The newly designed local service in Option #1 focuses on service that is more direct using routes that are more linear and travel along a single line for the majority of their length. This is in opposition to the current Vine system with its long, circular loops that require riders to make longer, less direct trips. Staff hopes to make travel times equal from Point A to Point B and Point B back to Point A, as well as, minimize transfers between routes. This service design will allow NVTA to easily shift more productive routes to true bidirectional service. Some routes in Option #1 operate less frequently. To achieve more linear routes within the current budget staff had to make some service less frequent. Option #1 positions the system in a way to easily increase frequencies where the demand warrants when financial resources and buses become available.

Staff identified key corridors and locations frequented by Vine riders during the planning process. Transfer pairs gave staff the clearest indication of where riders were coming from and going to. The data indicated a strong north/south travel pattern. The three routes driving this pattern were the Routes 2, 5, and 8. Using boarding and alighting data, coupled with load factor data, staff was able to determine the ultimate destination for the majority of these riders. Not surprising those destinations were the businesses and medical facilities along Trancas. This was especially true on the Route 5 where the majority of boardings were at the transit center with the ultimate destination being Clinic Olé on Pear Tree Lane just south of Trancas. Option #1 provides a high level of service to these destinations.

Within three years staff hopes to see an increase in productivity on local service in the City of Napa. In the first year staff anticipates a decrease in the number of trips taken on the Vine. This hypothesis is based on two factors: at the outset of any change, use tends to lessen and the new system will require fewer transfers leading to a reduction in the overall trips taken on the Vine. Staff anticipates that Phase II recommendations will ultimately lead to a more efficient system with greater utility for current and future riders.

NVTA staff welcomes and encourages feedback from the riding public and will provide updates on public feedback to the Board. Future changes to the Vine system will largely be in the hands of the riders. Feedback in tandem with data will inform staff on changes that need to be made to the system.

Next Steps

NVTA staff will implement a public engagement campaign to prepare riders for the changes. Staff plans to implement the changes during winter break (January) of next year. This timeline will give staff ample opportunity to engage the public, and will minimize disruptions to students using the bus system to get to and from school.

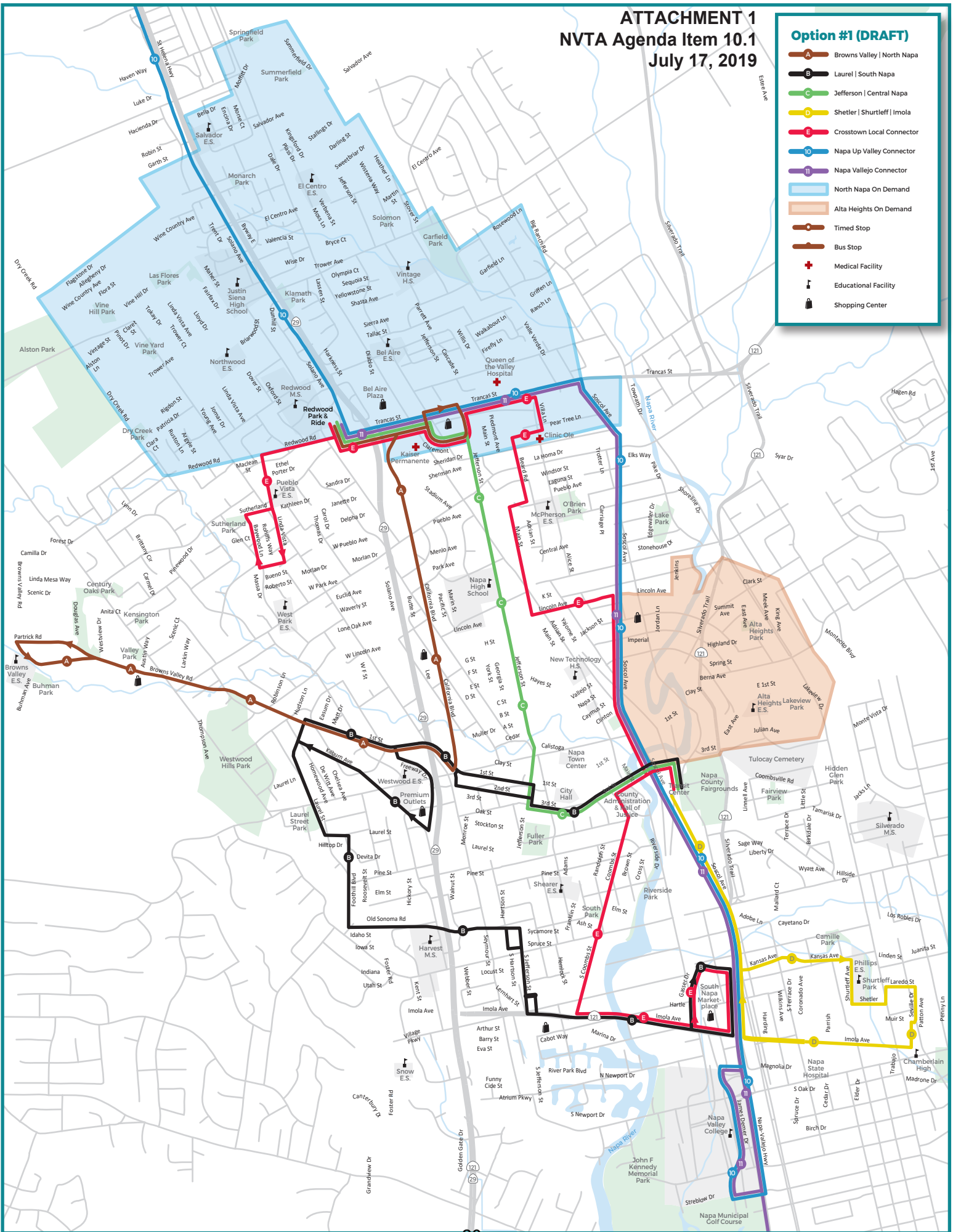
SUPPORTING DOCUMENTS

Attachments: (1) Figures 1-3 (Draft Options 1-3 Route Maps)

ATTACHMENT 1 NVTa Agenda Item 10.1 July 17, 2019

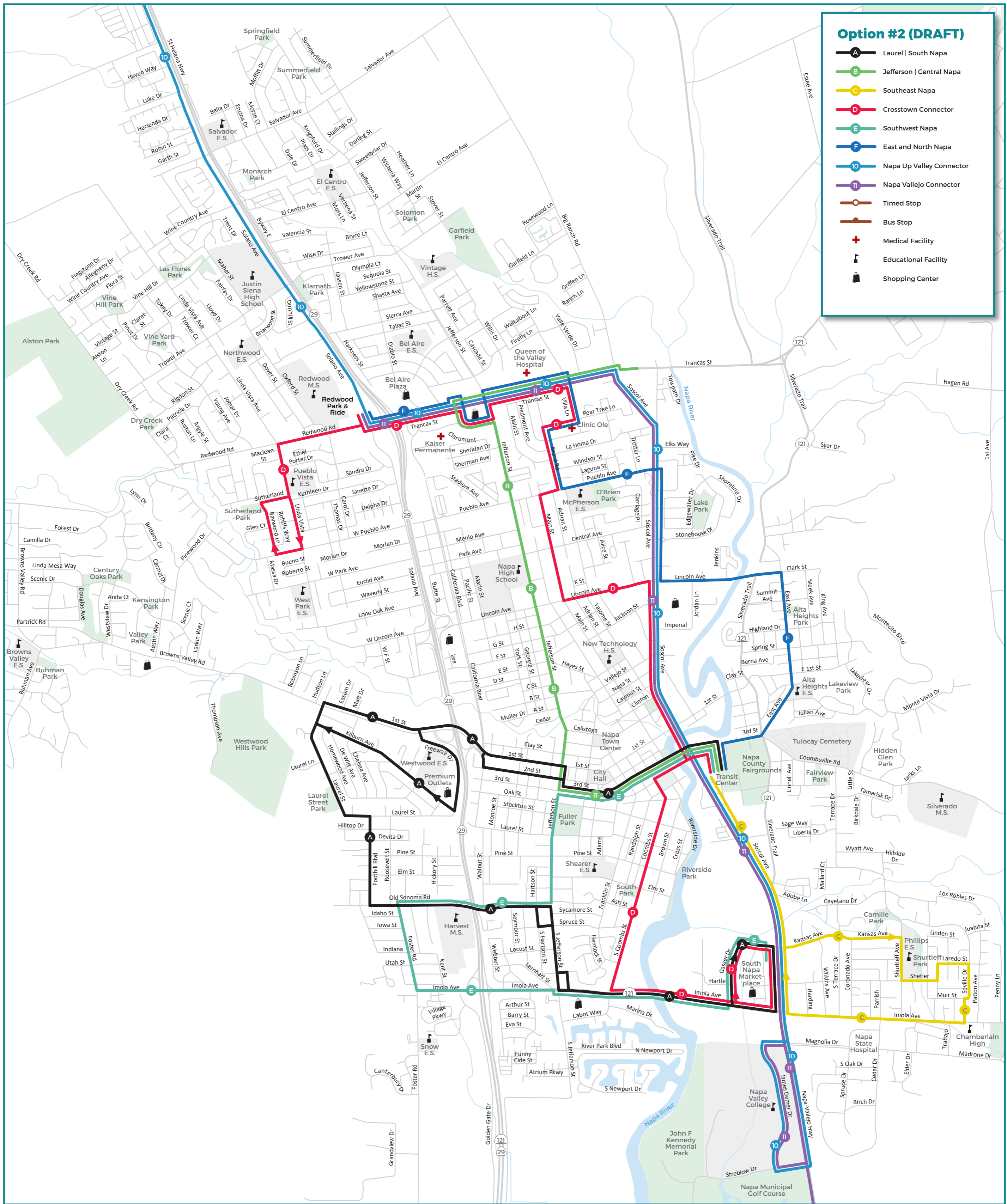
Option #1 (DRAFT)

- A — Browns Valley | North Napa
- B — Laurel | South Napa
- C — Jefferson | Central Napa
- D — Shetler | Shurtleff | Imola
- E — Crosstown Local Connector
- 10 — Napa Up Valley Connector
- 11 — Napa Vallejo Connector
- North Napa On Demand
- Alta Heights On Demand
- Timed Stop
- Bus Stop
- + Medical Facility
- + Educational Facility
- + Shopping Center



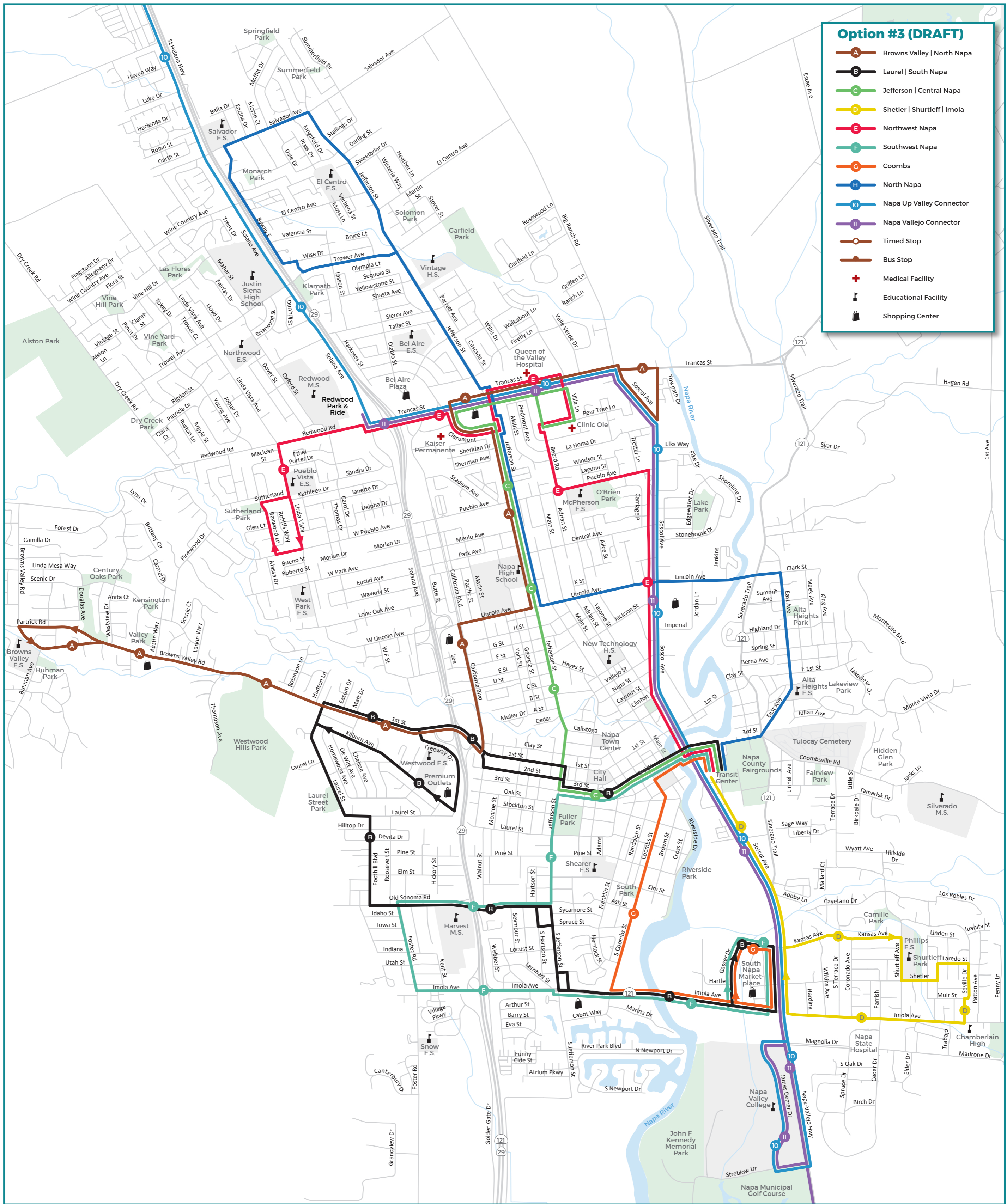
Option #2 (DRAFT)

- A** Laurel | South Napa
- B** Jefferson | Central Napa
- C** Southeast Napa
- D** Crosstown Connector
- E** Southwest Napa
- F** East and North Napa
- 10** Napa Up Valley Connector
- 11** Napa Vallejo Connector
- Timed Stop
- Bus Stop
- Medical Facility
- Educational Facility
- Shopping Center



Option #3 (DRAFT)

- A Browns Valley | North Napa
- B Laurel | South Napa
- C Jefferson | Central Napa
- D Shetler | Shurtleff | Imola
- E Northwest Napa
- F Southwest Napa
- G Coombs
- H North Napa
- 10 Napa Up Valley Connector
- 11 Napa Vallejo Connector
- Timed Stop
- Bus Stop
- + Medical Facility
- + Educational Facility
- + Shopping Center



**Napa Valley Transportation
Authority
Meeting Minutes - Draft
NVTA Board of Directors**

July 17, 2019
NVTA Agenda Item 11.1
Continued From: New
Action Requested: APPROVE

625 Burnell Street
Napa, CA 94559

Wednesday, June 12, 2019

1:30 PM

NVTA Conference Room

*****Special Meeting*****

1. Call to Order

Chair Canning called the meeting to order at 1:35 p.m.

2. Roll Call

Leon Garcia
Chris Canning
Jill Techel
Paul Dohring
Mark Joseph
John F. Dunbar
Kerri Dorman
Ryan Gregory
Belia Ramos
Geoff Ellsworth
Liz Alessio
Gary Kraus
Beth Kahiga

3. Pledge of Allegiance

Chair Canning led the Pledge of Allegiance.

4. Adoption of the Agenda

Motion MOVED by GARCIA, SECONDED by KRAUS to APPROVE Adoption of the Agenda. Motion carried by the following vote:

Aye: 22 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, Alessio, and Kraus

Absent: 2 - Gregory

5. Public Comment

None

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

MTC Commissioner's Report

Kate Miller, NVTA Executive Director, provided the MTC update in Commissioner Pedroza's absence.

ABAG Update

Leon Garcia reported on recent ABAG activities.

Chairperson's Update

Chair Canning announced that the NVTA-TA [Napa Valley Transportation Authority-Tax Agency] meeting was canceled. The next regular meeting will be on Wednesday, July 17, 2019 [1:30 p.m.].

Board Members' Update

Leon Garcia reported on the recent State Route (SR) 37 Policy Committee Meeting.

7. Director's Update

Kate Miller, Executive Director

- Announced that the NVTA Board memos have been updated to include options for Board consideration and lists countywide transportation plan goals to which the item responds.
- Announced that NVTA was awarded \$1.05M in Small Transit Intensive Communities funds for Vine Transit services.
- Announced NVTA will receive \$2.5 million from the Affordable Housing Sustainability Communities grant as part of the Manzanita Development grant and will be applied towards the purchase of two (2) 40' electric buses, and \$300k will be applied for facility updates such as installing charging stations.

8. Caltrans' Update

No oral report was provided by Caltrans, however, the June 2019 Caltrans reporting memo was provided for review in the meeting handout packet.

9. CONSENT AGENDA ITEMS (9.1 - 9.2)

Motion MOVED by JOSEPH, SECONDED by TECHEL to APPROVE Consent Items 9.1-9.2. Motion carried by the following vote:

Aye: 22 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, Alessio, and Kraus

Absent: 2 - Gregory

9.1 Meeting Minutes of May 15, 2019 (Karrie Sanderlin) (Pages 8-14)

Attachments: [Draft Minutes](#)

Board action approved the meeting minutes of May 15, 2019.

9.2 Closed-Circuit Television (CCTV) Monitoring and Preserved Footage Policy (Antonio Onorato) (Pages 15-19)

Attachments: [Staff Report](#)

Board action adopted the Closed-Circuit Television (CCTV) Monitoring and Preserved Footage policy for inclusion into the record retention policy.

10. REGULAR AGENDA ITEMS

10.1 Project Work Order No. E-13 to NVTA Agreement No. 18-23 with RSA+, Inc. for Work Associated with the Professional Engineering Design, Environmental (PS&E) & Construction Document Services for the Napa Valley Vine Trail (NVVT) - Calistoga to St. Helena Segment (Sanjay Mishra) (Pages 20-26)

Attachments: [Staff Report](#)

[10.1 Vine Trail Calistoga to St. Helena PS&E Errata 06-10-2019.pdf](#)

[Ryan Gregory in attendance]

Staff reviewed the revised Board memo and options for consideration. Board members stated their concerns that the jurisdictions are being asked again for financial commitments, however consensus was that the project should move forward. Staff stated that NVTA is able to advance the project funding shortfall, however the jurisdictions will need to make a commitment to reimburse the agency once they appropriate funding in their Fiscal Year (FY) 2021-22 budget.

Public Comment provided by:

Chuck McMinn, Napa Valley Vine Trail Coalition (NVVTC), stated that the NVVTC will commit an additional \$200,000 to the funding shortfall. This amount is in addition to the \$2.4M already committed for the project.

Steve Lederer, Napa County Public Works Director, stated that the County is a huge supporter of the Vine Trail; it is in the [County's] strategic plan and the county has committed \$243,000 to date towards construction.

Motion MOVED by GREGORY, SECONDED by GARCIA to APPROVE, with DOHRING OPPOSED, NVTA Staff's recommendation to execute and make minor modification to Work Authorization No. E-13 to NVTA Agreement No. 18-23 with RSA+ for professional engineering services to complete environmental process, complete 65% design and defer a major portion of the geotechnical investigation to a later phase as part of the final design for the Vine Trail between Calistoga to St. Helena segment for an amount no to exceed \$650,000. NVTA Executive Director or designee is authorized to negotiate with RSA+ the cost of balance work (design from 65% to 100% and construction document) up to a maximum of \$1.4 million including phase 1 work. If the negotiation fails, NVTA will release a separate request for proposals (RFP) to complete the final design early 2020. Further, the Board approved Staff's recommendation for NVTA to advance the project funding shortfall with the understanding that the jurisdictions will reimburse the agency once funds are appropriated in their FY 2021-22 budget. Motion carried by the following vote:

Aye: 23 - Garcia, Canning, Techel, Joseph, Dunbar, Dorman, Gregory, Ramos, Ellsworth, Alessio, and Kraus

Nay: 1 - Dohring

10.2 **Plan Bay Area 2050: Regionally-Significant Project List (Alberto Esqueda) (Pages 27-46)**

Attachments: [Staff Report](#)

The Metropolitan Transportation Commission (MTC) issued an open “Call for Projects” for Regionally-Significant Projects to be considered for inclusion in Plan Bay Area 2050, the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). NVTA is required to coordinate the submittal of regionally-significant transportation projects to MTC. Board action approved the list project.

Motion **MOVED** by JOSEPH, **SECONDED** by DUNBAR to **APPROVE** the list of projects [as provided in Attachment 1] submitted under the call for regionally-significant projects to be considered for inclusion in the Metropolitan Transportation Commission’s Plan Bay Area 2050. Motion carried by the following vote:

Aye: 24 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Gregory, Ramos, Ellsworth, Alessio, and Kraus

10.3 **State Legislative Update and State Bill Matrix (Kate Miller) (Pages 47-62)**

Attachments: [Staff Report](#)

Information only / no action taken. The Board received the State Legislative update and Bill Matrix.

11. FUTURE AGENDA ITEMS

12. CLOSED SESSION

Chair Canning announced that the Board would be adjourning to closed session for the item noted on the agenda and the no reportable action is expected.

Adjourned to Closed Session at 3:00 p.m.

12.1 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(B)(1))**

Title: Executive Director

This Closed Session was no reportable action.

12.2 CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Authority Representative: Authority Chair

Unrepresented Employee: Executive Director

Re-Convened to Open Session at 4:25 p.m.

Chair Canning reported that there was no reportable action associated with the closed session item.

13 REGULAR AGENDA ITEMS**131 Amendment 5 to Napa Valley Transportation Authority (NVTA) Agreement No. NVTA 12-08 for the Position of the Executive Director (Karrie Sanderlin) (Pages 63-66)**

Attachments: [Staff Report](#)

Motion MOVED by CANNING, SECODED by GARICA to APPROVE Amendment No. 5 to Agreement No. NVTA 12-08 for the position of Executive Director authorizing a 7.5% pay increase and agreeing to pay the Executive Director an approximate salary of \$ 208,694 annually effective January 1, 2019. Motion carried by the following vote:

Aye: 24 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Gregory, Ramos, Ellsworth, Alessio, and Kraus

14 ADJOURNMENT**141 Approval of Next Regular Meeting of Wednesday, July 17, 2019 and Adjournment.**

The next regular meeting will be held on Wednesday, July 17, 2019 at 1:30 p.m.

Chair Canning adjourned the meeting at 4:25 p.m.

Karalyn E. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Justin Paniagua, Senior Financial/Policy Analyst
(707) 259-8781 / Email: jpaniagua@nvta.ca.gov
SUBJECT: Resolution No. 19-11 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) for Allocation for Transportation Development Act (TDA), Regional Measure 2 (RM 2), and State Transit Assistance Funds (STA) for Fiscal Year (FY) 2019-20

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 19-11 (Attachment 1) authorizing the filing of a claim with the Metropolitan Transportation Commission (MTC) for allocation for Transportation Development Act (TDA) funds Articles 4, 4.5, and 8, Regional Measure 2 (RM 2) funds, and State Transit Assistance (STA) funds for Fiscal Year (FY) 2019-20.

OTHER OPTIONS FOR CONSIDERATION

Option #1 (staff recommendation): Authorize the filing of a claim with the Metropolitan Transportation Commission.

Option #2: Do not authorize the filing of a claim with the Metropolitan Transportation Commission. This would result in a short-term budgetary shortfall and a long-term cash flow issue and fiscal crisis if not approved in the current fiscal year.

Option #3: Modify the amount requested. The amounts requested are consistent with budget actions previously approved by the NVTA Board. Changes to the amounts proposed would result in budgetary changes and potential cash flow challenges.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Napa Valley Transportation Authority (NVTA) is required to receive annual approval to file a claim and receive allocations for Transportation Development Act (TDA), Regional Measure 2 (RM 2), and State Transit Assistance (STA) funds. Resolution No. 19-11 authorizes NVTA to file a claim with MTC for the yearly allocation of these fund sources.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes, approval authorizes NVTA to allocate funds which make up 69% of FY 2019-20 budgeted revenues.

Is it currently budgeted? Yes

Future fiscal impact: None

Consequences if not approved: If this claim is not submitted to the MTC, NVTA will not be able to receive TDA, STA, and RM 2 funds that have been included in the FY 2019-20 operating and capital budgets. If these funds are not available, alternative funding sources will need to be identified to support the operating budget and/or services will need to be reduced or eliminated.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 3 – Use taxpayer dollars efficiently.

Goal 4 – Support Napa County's economic vitality

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

Goal 6 – Prioritize the maintenance and rehabilitation of the existing system

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

The Metropolitan Transportation Commission is the regional transportation planning agency for the San Francisco Bay Area pursuant to Government Code Sections 66500 et seq. and is responsible for administering TDA, STA, and RM 2 funds. The TDA (Public Utilities Code §§99200 et seq.) provides for the disbursement of funds from the Local Transportation Fund (LTF) of the County for use of approved transit projects. Prospective Bay Area applicants wishing to receive an allocation from the LTF for any transit-related purposes must file an annual claim with MTC.

On May 16, 2018 the Board approved NVTA's bi-annual budget for fiscal years 2018-19 and 2019-20. Resolution No. 19-11 would give NVTA executive director to request allocation of TDA, STA, and RM 2 funds.

SUPPORTING DOCUMENTS

Attachment: (1) Resolution No. 19-11

RESOLUTION No. 19-11

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZING THE FILING WITH THE
METROPOLITAN TRANSPORTATION COMMISSION (MTC)
FOR ALLOCATION FOR TRANSPORTATION DEVELOPMENT ACT (TDA),
REGIONAL MEASURE 2 (RM 2), AND STATE TRANSIT ASSISTANCE (STA)
FUNDS FOR FISCAL YEAR (FY) 2019-20**

WHEREAS, the Transportation Development Act (TDA), (Public Utilities Code 99200 *et seq.*), provides for the disbursement of funds from the Local Transportation Fund (LTF) of the County of Napa for use by eligible applicants for the purpose of community transit services (PUC 99275), support of public transportation (PUC 99260), exclusive service to elderly and handicapped (PUC 99260.7), planning contributions, construction of facilities, acquisition of real property and transit capital (PUC 99262), public or special group transportation (PUC 99400(c)), administrative and planning cost with respect to transportation services under contract (PUC 99400(d)), and capital expenditures to acquire vehicles and equipment for transportation services (PUC 99400(e)); and

WHEREAS, pursuant to the provisions of the TDA, and pursuant to the applicable rules and regulations thereunder (21 Cal. Code of Regs. 6600 *et seq.*) a prospective applicant wishing to receive an allocation from the Local Transportation Fund (LTF) shall file its claim with MTC; and

WHEREAS, the State Transit Assistance (STA) fund is created pursuant to Public Utilities Code 99310 *et seq.*; and

WHEREAS, the STA fund makes funding available pursuant to Public Utilities Code 99313.6 for allocation to eligible applicants to support approved transit projects; and

WHEREAS, NVTA is an eligible applicant for TDA and/or STA funds pursuant to the California PUC Code Chapter 4, Articles 4, 4.5 and/or 8, and for certain local transportation funds under Article 3, pursuant to the NVTA Joint Powers Agreement; and

WHEREAS, TDA funds from the Local Transportation Fund of Napa County and STA funds will be required in FY 2019-20 for eligible applicants for the purpose of community transit services (PUC 99275), support of public transportation (PUC 99260), exclusive service to elderly and handicapped (PUC99260.7), planning contributions, acquisition of real property, construction of facilities, transit capital expenditures (PUC 99262), public or special group transportation (PUC 99400(c)), administrative and planning cost with respect to transportation services under contract (PUC 99400(d)), and

capital expenditures to acquire vehicles and related equipment for transportation services (PUC 99400(e));and

WHEREAS, SB 916 (Chapter 715, Statutes 2004), commonly referred to as Regional Measure 2 (RM 2), identified projects eligible to receive funding under the Regional Traffic Relief Plan; and

WHEREAS, MTC is responsible for funding projects eligible for RM 2 funds, pursuant to Streets and Highways Code Section 30914(c) and (d); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for RM 2 funding; and

WHEREAS, allocations to MTC must be submitted consistent with procedures and conditions as outlined in RM 2 Policy and Procedures; and

WHEREAS, NVTA is an eligible sponsor of transportation project(s) in RM 2, Regional Traffic Relief Plan funds:

NOW THEREFORE BE IT RESOLVED, that NVTA and its agents shall comply with the provisions of the MTC's RM 2 Policy Guidance (MTC Resolution No. 3636); and

BE IT FURTHER RESOLVED, to the full extent permitted by law, that NVTA shall indemnify and hold harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), to the extent that they arise out of, pertain to, or relate to the negligent acts of omissions of NVTA its officers, employees or agents, or subcontractors or any of them in connection with its performance of professional services under this allocation of RM 2 funds which constitute negligence, recklessness, or willful misconduct. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM 2 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages; and

BE IT FURTHER RESOLVED, that NVTA shall, if it receives any revenues or profits from any non-governmental use of property (or project) ensure that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs; otherwise MTC is entitled to a proportionate share equal to MTC's percentage participation in the project(s); and

BE IT FURTHER RESOLVED, that the Executive Director or her designee is authorized to execute and file appropriate TDA, RM 2, and STA applications together with all necessary supporting documents with MTC for an allocation of TDA, RM 2, and STA funds in FY 2019-20; and

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to MTC in conjunction with the filing of the claim; and MTC be requested to grant the allocations of funds as specified herein.

Passed and Adopted the 17th day of July, 2019.

Chris Canning, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED AS TO FORM:

DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Karrie Sanderlin, Program Manager – Administration and Human Resources
(707) 259-8633 / Email: ksanderlin@nvta.ca.gov
SUBJECT: Citizen Advisory Committee (CAC) Member Appointments

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the re-appointment of member Aisha Nasir representing the City of American Canyon and approve the appointment of Alex Crown as representative of Napa County to the Citizen Advocacy Committee.

OTHER OPTIONS FOR CONSIDERATION

There are no other options presented for the Board’s consideration.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

On December 15, 2015 the NVTA Board approved the formation of the Citizen Advisory Committee (CAC). The reappointment of Aisha Nasir and the appointment of Alex Crown will boost the CAC membership to thirteen (13). Aisha Nasir represents the City of American Canyon and is the current vice chair of the committee. The city council of American Canyon approved Aisha’s renewal at their June 4, 2019 meeting. Alex Crown represents the County of Napa. Alex’s approval is pending action by the Napa County Board of Supervisors at its July 9 meeting.

There are existing vacancies on the committee and NVTA staff is actively recruiting to fill positions. These include members representing the City of St. Helena, the City of Calistoga, a Chamber of Commerce/Business member, an Agriculture member, a Member at-large, and an Active Transportation member.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No

STRATEGIC GOALS MET BY THIS PROPOSAL

- Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.
- Goal 2 – Improve system safety in order to support all modes and serve all users.
- Goal 3 – Use taxpayer dollars efficiently.
- Goal 4 – Support Napa County’s economic vitality
- Goal 5 – Minimize the energy and other resources required to move people and goods
- Goal 6 – Prioritize the maintenance and rehabilitation of the existing system

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

The CAC was formed by NVTA to replace a number of ad hoc committees that were convened to advise the NVTA Board and NVTA staff on specific modes, projects, and programs. The CAC was formed to ensure representation from all aspects of the communities in Napa Valley and to retain the expertise and institutional knowledge that was lost when committees convened for specific projects or purposes were disbanded.

The CAC by-laws approved by the NVTA Board state that the committee structure and representation should strive to represent a diverse cross-section of the community including members of underrepresented groups in Napa Valley.

City/Town/County members will be appointed by their respective Councils or Board of Supervisors whichever is applicable before being approved by the NVTA Board. If representation of a certain faction or jurisdiction cannot be filled after solicitation for that position the vacancy may be filled with a member at-large.

Ideally, members will serve two years. Terms are staggered to ensure continuity.

SUPPORTING DOCUMENTS

Attachments: (1) Aisha Nasir's Reappointment by the City Council of American Canyon
(2) Alex Crown Application

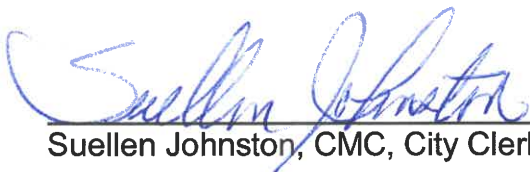


Office of the City Clerk

MINUTE ORDER NO. 2019-08

**A MINUTE ORDER OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
RE-APPOINTING AISHA NASIR TO THE NAPA VALLEY TRANSPORTATION
AUTHORITY'S CONSUMER ADVOCACY COMMITTEE**

At their Regular Meeting on June 4, 2019, the City Council unanimously voted to re-appoint Aisha Nasir to the Napa Valley Transportation Authority's Consumer Advocacy Committee for an additional two-year term expiring April 2021.


Suellen Johnston, CMC, City Clerk

Print

**Application for Appointment to Board, Commission, Committee, Task Force or Position -
Submission #886**

Date Submitted: 5/21/2019

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Application for Appointment to:

Napa Valley Transportation Authority (NVTA) Citizen Advisory Committee (CAC)

Name of Board, Commission, Committee, Task Force or Position.

Category of Membership for Which You Are Applying*

Citizen Advisory Committee (CAC) County of Napa bf

This information can be found on the news release announcing the opening. You may apply for more than one category if more than one position is open.

Personal Information

The following information is provided in confidence, but may be used by the Board of Supervisors when making the appointment, or be used by the Committee/Commission/Board/Task Force following appointment for purposes of communicating with the appointee.

Full Name*

Alexander Crown

Supervisorial District in Which You Reside*

2, Ryan Gregory

Home Address*

[REDACTED]

City*

Napa

State*

CA

Zip*

94558

Phone*

[REDACTED]

Email Address*

[REDACTED]

Work Address*

[REDACTED]

City*

Napa

State*

CA

Zip*

94558

Work Phone*

[REDACTED]

Current Occupation*

Commercial Solar Project Developer

Within the last 12 months

Current License

Professional or occupational, date of issue, and expiration including status

Education/Experience

Resume

Resume - Alex Crown 4.1.19.pdf

Attach a resume containing this and any other information that would be helpful to the Board in evaluating your application.

Community Participation

Former volunteer firefighter at Dry Creek Lokoya (station 16)

Nature of activity and community location

Other County Board/Commission/Committee on Which You Serve/Have Served

Public Actions that may impact Credit Rating

List all court or other public administration actions impacting your credit rating within the past ten (10) years.

Provide names, addresses and phone numbers of 3 individuals who are familiar with your background.

Reference 1

Name*

Yvonne Baginski

Phone*

Address*

[Redacted Address]

City*

Napa

State*

CA

Zip*

94558



Reference 2

Name*

Danielle Schmitz

Phone*

[Redacted Phone]

Address*

[Redacted Address]

City*

Napa

State*

CA

Zip*

94558



Reference 3

Name*

Boyd Dennington

Phone*

[Redacted Phone]

Address*

[Redacted Address]

City*

Napa

State*

CA

Zip*

94558

Name and occupation of spouse within the last 12 months, if married.

For Conflict of Interest purposes

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.*

Watching Napa grow over the past 19 years has allowed me to observe its evolution from a relatively sleep north bay town into the tourism behemoth it is today. Studying geographer and political science UCLA provides me with an academic background suitable to understand the unique transportation challenges facing our valley. As a resident of the valley and the occasional user of its public transportation system, I understand both its utility and factors that could dissuade individuals from using it. As a legal AirBnB host, I have discussed transportation related issues with hundreds of my guests.

I will be able to contribute the unique perspective of an elder millennial who has both utilized and relied upon Napa's local transportation systems. I will be able to make objective recommendations with the goal of increasing efficiency and providing a greater net benefit to the citizens who use our valley's transit system. As one who works in the alternative energy space, I am on the cutting edge of the electrification of transportation fleets and personal vehicles. This insight will allow me to help inform the NVRTA on how the private sector is tackling carbon emissions and help set realistic expectations in achieving the NVRTA's carbon and cost cutting goals.

Responded
 Yes

Completed
 Yes

I declare under penalty of perjury that the foregoing is true and correct.*
 Yes

 No

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

 I agree.

Electronic Signature

Date

Alexander Crown

5/21/2019

6:00 PM

Alexander Crown

Napa, CA 94558

Professional Experience

REC Solar Commercial Corporation, a subsidiary of Duke Energy Renewables

Project Development Manager, May 2016 – Current

- Established and managed cross functional team of 4-7 employees instrumental to in the success of a commercial scale solar PV project (C-Suite, engineering, operations, finance, marketing, project management)
- Develop, finance and execute solar PV projects, ranging in size from 300kW to 2+MW.
- Set and led regular client meetings with applicable stakeholders ranging from production managers & engineers to owners.
- “Selling Through Curiosity” at every juncture - Using the client/customer/end user’s words & needs to provide them with a customized or commoditized solution.
- Modeling of project economics, customer energy use & future energy needs.
- Ongoing pricing and contract negotiations within 7 figure contract values.
- Annual sales strategy development
- Quota carrying

H&A Financing and Services, St. Helena, CA

Account Manager, April 2014 – May 2016

- Management of Washington State in addition to geographies throughout California and Oregon.
- New Business Development: \$1.1+ million in new business annually (20 new leasing clients in FY 2015)
- Creation of unique and flexible financing solutions for wineries' barrel and equipment needs
- Extensive use of financial calculations and modeling including PV, NPV, IRR, PMT calculation, amortizations, and cost benefit analysis
- \$8 million + assets under management
- Expert in wine barrel financing and barrel utilization
- Quota carrying

Cornerstone Cellars, Yountville, CA

Director of Sales, October 2009 - April 2014

- Managed brands across two teams of wine brokers in CA totaling 15 individuals + 23 states and Canadian provinces
- Planned and executed the 2012 Mobile Strategy Conference for the Napa Valley Vintners
- Regularly lead sales members in regional sales efforts, presenting at meetings, tradeshow, and conferences
- Conducted business reviews with distributors and business partners
- Created a brand & product extension, successfully launched & sold in Florida
- Started with direct to consumer sales via our retail storefront in Yountville.

Hurley's Restaurant, Yountville, CA

Server September 2008- Jan 2009, March 2009 - March 2011

- Started social media program

Miller Brewing Company

International Brands Sales Intern June 2007 - September 2007

- Designed & conducted analytical research project on SNOW, the #1 global beer by volume at the time

Education

Master of Business Administration 2018, University of California, Davis

Finance and marketing focus

2018 IMPACT Fellowship: Project Lead. Developed marketing strategies for The Snell Memorial Foundation

Bachelor of Arts 2008, University of California, Los Angeles

Double Major: Political Science, Geography Minor: Human Complex Systems

Selling Through Curiosity Sales Training

Community Service & Personal Interests

Napa County Fire Department

Firefighter/EMT, Dry Creek Volunteer Station July 2009 - July 2011

- Nationally registered and certified EMT and trained firefighter
- Trained in hazmat response, vehicle extrication, structure and wildland firefighting

Arts Council Napa Valley – Volunteer, business analytics

UCLA Human Complex Society – founding board member, Academics & Research director

Avid cyclist, cross country runner, hen farmer, chef & lover of fine wine



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Senior Program Planner/Administrator
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Active Transportation Advisory Committee (ATAC) Member Appointments

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Grant Dinsdale and Colin Petheram to the Active Transportation Advisory Committee (ATAC) representing the City of Napa.

OTHER OPTIONS FOR CONSIDERATION

There are no other options proposed for the Board's consideration.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Napa City Council recommended that Mr. Grant Dinsdale and Mr. Colin Petheram serve as City of Napa representatives on the NVTA Active Transportation Advisory Committee at its June 18, 2019.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote [delete for informational memos]

FISCAL IMPACT

Is there a Fiscal Impact? No.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 4 – Support Napa County's economic vitality

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

CEQA REQUIREMENTS

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

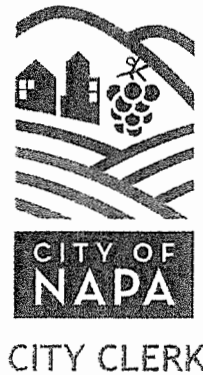
BACKGROUND AND DISCUSSION

The Active Transportation Advisory Committee is made up of eleven members with representation that mirrors the voting structure of NVRTA Board. Committee structure consists of: four members from the City of Napa, two from Napa County, two members from American Canyon and one from each remaining jurisdiction. The appointment of Mr. Dinsdale and Mr. Petheram to the ATAC will fill the two expiring member terms representing the City of Napa.

The Napa City Council appointed Mr. Dinsdale and Mr. Petheram at its June 18, 2019 meeting.

SUPPORTING DOCUMENTS

Attachments: (1) Grant Dinsdale Appointment Letter
(2) Colin Petheram Appointment Letter



COPY
COPY

June 19, 2019

Grant Dinsdale
2257 2nd Street
Napa, CA 94559

Dear Mr. Dinsdale,

Congratulations! At the afternoon session of the June 18, 2019 City Council Meeting, City Council approved the recommendation to direct the City Clerk to transmit a letter to the Napa Valley Transportation Authority (NVTA) to appoint you as a City of Napa Representative to the Napa Valley Transportation Authority (NVTA) Active Transportation Advisory Committee (ATAC). Your term will be three years beginning the date appointed by the NVTA.

Attached is a copy of the transmittal letter dated June 19, 2019 addressed to Diana Meehan, Associate Program Planner - Administrator, NVTA Active Transportation Advisory Committee, 625 Burnell Street, Napa, CA 94559.

Please let us know if there is anything our office can provide to you to make your role as a committee member easier.

We are here to help and hope that you will continue to enjoy the personal benefits that come from community service. Actively engaged citizens like you make a positive impact for our City. On behalf of the City Council, please accept their sincere appreciation for your willingness to stay actively involved in your community, and we hope your experience will be enjoyable and satisfying.

Sincerely,

A handwritten signature in black ink that reads 'Paulette Cooper'.

Paulette Cooper
Office Assistant II

Attachment



CITY CLERK

 COPY

June 19, 2019

Colin Petheram
2074 Kirkland Avenue
Napa, CA 94558

Dear Mr. Petheram,

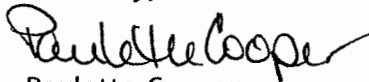
Congratulations! At the afternoon session of the June 18, 2019 City Council Meeting, City Council approved the recommendation to direct the City Clerk to transmit a letter to the Napa Valley Transportation Authority (NVTA) to appoint you as a City of Napa Representative to the Napa Valley Transportation Authority (NVTA) Active Transportation Advisory Committee (ATAC). Your term will be three years beginning the date appointed by the NVTA.

Attached is a copy of the transmittal letter dated June 19, 2019 addressed to Diana Meehan, Associate Program Planner - Administrator, NVTA Active Transportation Advisory Committee, 625 Burnell Street, Napa, CA 94559.

Please let us know if there is anything our office can provide to you to make your role as a committee member easier.

We are here to help and hope that you will continue to enjoy the personal benefits that come from community service. Actively engaged citizens like you make a positive impact for our City. On behalf of the City Council, please accept their sincere appreciation for your willingness to stay actively involved in your community, and we hope your experience will be enjoyable and satisfying.

Sincerely,



Paulette Cooper
Office Assistant II

Attachment



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Alberto Esqueda, Senior Program Planner/ Administrator
(707) 259-5976 / Email: aesqueda@nvta.ca.gov
SUBJECT: Amendment No. 1 to NVTA Agreement No. 18-6 with Solano Transportation Authority

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment No. 1 to NVTA Agreement No. 18-06 with Solano Transportation Authority (Attachment 1) to update the Napa Activity-Based Travel Demand Model in amount not to exceed \$85,000.

OTHER OPTIONS FOR CONSIDERATION

Option #1: Approve the amendment which would update Napa's Travel Model to include public transit, autonomous vehicles, transportation network companies (TNC), and the Metropolitan Transportation Commission's (MTC) most recent land use forecasts.

Option #2: Not approve the amendment and NVTA would use the existing model with outdated assumptions.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee recommended that the Board approve the Napa Activity-Based Travel Demand Model Update in amount not to exceed \$85,000 at its July 11th meeting.

EXECUTIVE SUMMARY

An activity-based travel model is an analysis tool that NVTA uses to make informed decisions on how the transportation system will perform in the future. Travel models support decision making by providing projections about the impacts of capital investments, alternative transportation, land use investments and policies, as well as, demographic and economic trends. Travel models produce quantitative information

about travel demand and transportation system performance that can be used to evaluate alternatives and make informed decisions.

The Napa Activity-Based Model was developed as a focused version of the Metropolitan Transportation Commission's (MTC's) Travel Model One. The base year was updated to 2015 conditions by Cambridge Systematics (CS) in February 2015-16. Recently TJKM updated the Peak Hour model validation. However, this work did not look into public transit ridership in Napa County. The model was not calibrated or validated to provide public transit ridership forecasts. Also, the model was developed using MTC's 2013 Plan Bay Area (PBA) Regional Transportation Plan (RTP) land use forecasts. To maintain a relevant model it needs to be updated using the latest 2019 RTP land use data.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes, \$ 85,000

Is it currently budgeted? Yes

Where is it budgeted? CMA Planning Funds

Future fiscal impact? No

Consequences if not approved: NVTA would not have a reliable tool to analyze the performance of the future transportation system.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 3 - Use taxpayer dollars efficiently

Goal 4 - Support Napa County's economic vitality

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

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 16378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

TJKM will work with RSG Inc. to update the Napa Activity Model to use the model structure of MTC Travel Model 1.5. This model includes a number of enhancements including a new population synthesis software, inclusion of TNCs and autonomous vehicles (this is optional in the model and can be turned on if desired) and better calibration to perform public transit forecasts.

The current version of the Napa Model uses a 15% sample rate, which is not a technically sound approach as it can result in under prediction or over prediction of mode split and travel in certain corridors. The team's experience implementing the model for Marin County has informed how to improve the sample rate in Napa, Solano and neighboring counties and adjusted it to reduce the influence of zones farther away from the county. This would ensure that the model uses more local data samples to estimate forecasts. It is expected that this methodology would better simulate travel in Napa/Solano Counties and improves transit and highway validation. The new population synthesis software also allows the user to make changes to specific zones impacted by a project and keep other data constant which is useful for getting stable results for project impact studies.

Undertaking this model improvement study will ensure consistency with MTC's Travel Model 1.5 and give NVTA a tool that would provide reliable transit and highway forecasts for the next several years until the time MTC updates its model.

The urgency to update the travel model is so that it can be used to gauge performance metrics for the Countywide Transportation Plan (CTP) update. The updated CTP, *Advancing Mobility 2045*, will include performance metrics tied to Board adopted goals and objectives and the model will be useful in measuring systemwide performance.

SUPPORTING DOCUMENTS

Attachment: (1) Draft Amendment 1 to NVTA Agreement 18-06

FIRST AMENDMENT TO FUNDING AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into as of this day of _____, 2019, by and between the SOLANO TRANSPORTATION AUTHORITY, a joint powers entity organized under Government Code section 65000 et seq. ("STA"), and THE NAPA VALLEY TRANSPORTATION AUTHORITY, a joint powers entity organized under Government Code section 6500 et seq. ("NVTA").

RECITALS

WHEREAS, STA and NVTA entered into an agreement ("Funding Agreement") on March 1, 2018, to maintain, operate and upgrade the two-county centered traffic projection model ("SOLANO-NAPA ACTIVITY BASED MODEL"); and

WHEREAS, STA and NVTA have jointly financed the services of a professional traffic model consultant; specifically, STA has contracted with the TJKM; and

WHEREAS, the parties now desire to upgrade the current version of the Solano-Napa Activity Model to the model structure of the Metropolitan Transportation Commission (MTC) Travel Model 1.5 version; and

WHEREAS, TJKM is able to provide the service upgrade needed for both parties at a total not-to-exceed cost of \$175,000 of which the amount is to be shared as agreed upon between STA and NVTA.

TERMS

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

- 1. Payment of Funds by NVTA to STA.** NVTA shall pay the STA in the amount not to exceed \$75,046.67 for services under the task deliverables as listed in the consultant's proposal (EXHIBIT A).
- 2. Prior Terms and Conditions.** Except as set forth in this First Amendment, all terms and conditions of the Funding Agreement shall remain in full force and effect.



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

STA

NVTA

By:

By:

DARYL K. HALLS, Executive Director

KATE MILLER, Executive Director

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
STA Legal Counsel

By: _____
DEEANNE GILLICK, General Counsel



May 28th, 2019

Robert Guerrero, STA
Alberto Esqueda, NVTA

Subject: Proposal to Validate and Calibrate Public Transit Ridership within the SNABM for Solano and Napa Counties

Dear Robert and Alberto

TJKM Transportation Consultants is pleased to submit our proposal to validate and calibrate public transit ridership forecasts within the Solano Napa Activity Based Model for Solano and Napa Counties under the existing On-Call Contract.

PROJECT DEFINITION

The Solano Napa Activity-Based Model (SNABM) was developed as a focused version of the Metropolitan Transportation Commission's (MTC's) Travel Model One. The base year was updated to 2015 conditions by Cambridge Systematics (CS) in February 2015-16. Recently TJKM updated the Peak Hour model validation. However, this work did not look into public transit ridership in Napa and Solano Counties. The model was not calibrated or validated or setup to provide public transit ridership forecasts. Also, the model was developed using 2013 MTC Plan Bay Area (PBA) Regional Transportation Plan (RTP) land use forecasts. It might be prudent to update the model using the latest 2019 RTP land use data.

To conduct this work, TJKM will work with RSG Inc. to update the Solano Napa Activity Model to use the model structure of MTC Travel Model 1.5. This model includes a number of enhancements including a new population synthesis software, inclusion of TNC's and autonomous vehicles (this is optional in the model and can be turned off if not required) and has been better calibrated to perform public transit forecasts.

The current version of the SNABM model uses a 15% sample rate which is not a technically sound approach as it can result in under prediction or over prediction of mode split and travel in certain corridors. Based on the team's experience in implementing the model for Marin County, we will improve the sample rate in Solano, Napa and neighboring counties and reduce it for zones farther away from the county. This would ensure that the model uses more local data samples to estimate forecasts. It is expected that this methodology would better simulate travel in Solano / Napa Counties and helps with transit and highway validation. This would make the model results a lot of more reasonable given changes in model inputs, particularly for traffic studies. The new population synthesis software also allows the user to make changes only to zones impacted by the project and keep other data constant which is very useful for getting stable results for impact studies.

Undertaking this model improvement study will ensure consistency with MTC's Travel Model 1.5 and give STA and NVTA a tool that would provide reliable transit and highway forecasts for the next several years until MTC's Travel Model 2 is adopted and accepted.



Below is our high level scope of work.

SCOPE OF WORK

Task 1: Update Networks, Land use, Freight Generators and Externals

The team will update roadway and public transit networks based on inputs from STA and NVTA. Traffic Analysis zones will be split near major public transport stops (for example on express route stops) to improve modeling of access and egress. Land use for the splits will be updated based on information from ABAG and inputs from local jurisdictions. Also, land use and demographic data will be updated to the latest 2019 RTP. Freight generators currently used in the model will be reviewed and updated if necessary. External trips into and outside Solano and Napa counties will be revisited and updated using the CA Statewide Model trip tables and calibrated to match traffic counts.

Task 2: Model implementation

The team will obtain the Solano\Napa model and implement the model on their servers. The team will integrate MTC's most recent travel model (TM1.5) with existing Solano\Napa networks and TAZ system. The team will make any necessary changes to TM1.5 Cube scripts to address differences between the Solano-Napa model roadway and public transit network and TM1.5 networks.

Task 3: Implement PopulationSim and Household Sampling

The team will implement MTC's new population synthesis software (PopulationSim) using Solano\Napa TAZ data for base-year and one future year. We will implement household sampling in TM1.5 in order to reduce Monte Carlo variation in Solano\Napa counties.

Task 4: Calibration

The team will calibrate model to improve highway and transit validation, starting from TM 1.5 model parameters. Destination and mode choice models will be calibrated to ensure that trip patterns and mode choice from the model match observed data. Available Streetlight data will be used for calibration

Task 5: Highway and Public Transport Model Validation

The team will take the calibrated model from the above steps and set up separate procedures for assignments for Napa and Solano counties. We will separately validate both the county models to ensure that the highway assignment volumes match observed traffic counts for daily and AM, PM peak hour time periods. Public Transit assignment validation will be conducted to ensure that the model boarding's and alighting's match observed ridership. The team will use available on-board surveys and observed ridership during calibration and validation.

Task 6: Documentation

The team will document changes to implementation, population synthesis results, calibration adjustments, calibration results and validation statistics.



BUDGET

Based on our Scope of Work, our estimated level of effort is a not-to-exceed amount of \$175,000. TJKM will bill on a time and material basis on monthly basis. Below is a breakdown of our level of effort by task.

Task	Notes	Total Cost	STA	NVTA	Split
1	Separate Effort	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	STA 2/3; NVTA 1/3
2	Common Effort	\$ 26,170.00	\$ 13,085.00	\$ 13,085.00	STA 1/2; NVTA 1/2
3	Common Effort	\$ 22,345.00	\$ 11,172.50	\$ 11,172.50	STA 1/2; NVTA 1/2
4	Common Effort	\$ 33,465.00	\$ 16,732.50	\$ 16,732.50	STA 1/2; NVTA 1/2
5	Separate Effort	\$ 59,720.00	\$ 39,813.33	\$ 19,906.67	STA 2/3; NVTA 1/3
6	Common Effort	\$ 17,000.00	\$ 8,500.00	\$ 8,500.00	STA 1/2; NVTA 1/2
Direct Expense	Common Effort	\$ 1,300.00	\$ 650.00	\$ 650.00	STA 1/2; NVTA 1/2
Total		\$ 175,000.00	\$ 99,953.33	\$ 75,046.67	

We look forward working with you on this task.

Sincerely,

Nayan Amin
President
TJKM Transportation Consultants



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director – Programs, Projects, and Planning
(707) 253-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: Approval of Letter of Support for the Sonoma-Marin Area Rail Transit (SMART) East-West Passenger Rail

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve sending a letter of support (Attachment 1) to the California State Transportation Agency (CalSTA) for the Sonoma-Marin Area Rail Transit (SMART) East-West Passenger Rail.

OTHER OPTIONS FOR CONSIDERATION

Option #1: Send the letter in support of extending the rail system from Novato to Suisun via Napa County.

Option #2: Do not send a letter.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

SMART staff provided a presentation at the May 15th NVTA Board meeting on the feasibility of passenger rail along the State Route (SR) 37 corridor which would traverse through south Napa County on its route from Novato to Suisun City. The east-west connection would service thousands of daily commuters from Sonoma and Napa counties to Marin and Solano for work. Currently, there is no transit along the SR 37 corridor and SMART would offer connections to the SMART north-south main-line, as well as Capitol Corridor/Amtrak and NVTA's Express Bus and Regional Routes 11, 11X, 21, and 29. SMART has requested a letter of support from the North Bay County Transportation

Agencies (CTAs) to advocate to the California State Transportation Agency (CalSTA) for continued support and resources needed to develop the east-west rail connection.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 4 – Support Napa County's economic vitality

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

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

SR 37 is a 21-mile long corridor from Highway 101 in Marin County to Interstate 80 (I-80) in Solano County. It is recognized as the North Bay's most heavily used east/west highway serving commuters and visitors. The corridor is highly congested and travelers experience significant travel delay. The corridor is also impacted by uneven subsidence and intermittent storm-related flooding in several areas. Road closures on SR 37 result in traffic overflow on existing parallel corridors that are not equipped to handle it, causing economic loss and reduced opportunity for residents of the North Bay including disadvantaged residents who commute from Solano to Marin and Sonoma counties.

The Metropolitan Transportation Commission (MTC) and the four North Bay County Transportation Agencies (CTAs) funded a SR 37 Transportation and Sea Level Rise Corridor Improvement Plan in an effort to address congestion and sea level rise impacts on the corridor. The Corridor Plan set the groundwork for the Project Initiation Document (PID) which was completed in December 2018 and identified needed highway improvements. The North Bay transportation agencies are not only exploring highway infrastructure projects but investigating alternative modes of transportation such as transit. NVRTA led the Transit Feasibility Study which concluded bus transit is feasible,

but only after capital improvements are made such as the interim project that would add additional capacity on the highway between Mare Island and Sonoma Raceway. Any additional capacity would be a High Occupancy Vehicle (HOV) and/or toll lane which would provide incentives for commuters to carpool or take transit.

NVTA is supportive of the possibility of passenger rail and acknowledges it has the ability to address many of the congestion concerns currently plaguing the corridor.

SUPPORTING DOCUMENTS

Attachment: (1) SMART Letter of Support

July 17, 2019

David S. Kim
Secretary of California State Transportation Agency
915 Capitol Mall, Suite 350B
Sacramento, CA 95814

Re: Sonoma-Marín Area Rail Transit (SMART) Passenger Rail – Novato to Suisun City

Dear Secretary Kim,

The Napa Valley Transportation Authority (NVTA) serves as the congestion management agency and public transportation provider for all jurisdictions in Napa County. In that capacity, NVTA shares the responsibility for overseeing the improvements along State Route 37 (SR 37) which connects the four North Bay Area counties of Marin, Napa, Solano, and Sonoma. NVTA is writing this letter to seek CalSTA's continued support to extend Sonoma-Marín Area Rail Transit (SMART) passenger rail service from Novato to Suisun Capitol Corridor, via Napa County. The SMART system parallels SR 37 and would fill the sorely needed transit alternative for this heavily traveled corridor.

SR 37 is a 21-mile long corridor from Highway 101 in Marin County to Interstate 80 (I-80) in Solano County. It is recognized as the North Bay's most heavily used east/west highway serving commuters and visitors. The corridor is highly congested and travelers suffer significant travel delay. The corridor is also impacted by uneven subsidence and intermittent storm-related flooding in several areas, which causes traffic overflow on existing parallel corridors that are not equipped to handle it, causing economic loss and reduced opportunity for residents of the North Bay including disadvantaged community residents who commute from Solano to Marin and Sonoma counties.

In addition to evaluating highway infrastructure improvements on SR 37, the transportation agencies are evaluating other modes of travel along the corridor to both relieve congestion and to address equity concerns. There is currently no transit that serves the corridor. NVTA was encouraged by the recent east-west passenger rail feasibility study that was completed by SMART and strongly supports further development to identify ridership feasibility and complete environmental and engineering work on the corridor. The SMART extension would connect to a number of express and regional bus services including NVTA's routes 11, 21, and 29 which serve the San Francisco Ferry, BART, and Capital Corridor. NVTA is hopeful the investment in alternative modes, such as passenger rail and micro transit, is one of the solutions to the congestion plaguing the SR 37 corridor.

NVTA strongly supports passenger rail along the SR 37 corridor and will continue to partner with SMART to bring passenger service east-west along the corridor, serving the residents and workers of Napa, Solano, Sonoma and Marin counties.

Please contact Kate Miller, NVTA Executive Director, at [\(707\)-259-8634](tel:(707)259-8634) or kmillier@nvta.ca.gov should you have any questions or require additional information.

Sincerely,

Chris Canning
NVTA Board Chair

cc: Farhad Mansourian, SMART
Suzanne Smith, Sonoma County Transportation Authority
Daryl Halls, Solano Transportation Authority
Dianne Steinhauser, Transportation Authority of Marin



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Matthew Wilcox, Manager of Public Transit
(707) 259-8635 / Email: mwilcox@nvta.ca.gov
SUBJECT: Purchase Order # 19-1008 with Remix Software Inc.

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Purchase Order # 19-1008 with Remix Software Inc. (Attachment 1) to consolidate the licenses for the Remix Scheduling Platform and Remix Planning Platform subscription under the same renewal date effective 10/1/2019 and extend the contract for these services for three (3) years until 9/30/2022 in an amount not to exceed \$163,331.

OTHER OPTIONS FOR CONSIDERATION

Option #1: Approve the contract extension.

Option # 2: Renew the contract year-to-year, in lieu of the proposed three (3) year contract at an additional cost.

Option #3: Do not renew the contract and staff would revert to more manual service planning model which could result in additional staff time and less efficient services.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Remix provides staff with an easy to use tool to accurately cost out service and create schedules. The software significantly reduces staff time and provides a web interface which improves public outreach and input from the riding public.

The cost for the scheduling and planning platforms totals \$51,500 annually. The first year of the new contract is prorated for a total of \$48,583. The total cost of the three year contract is \$151,583 plus tax or a total of \$163,331.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. If a three year contract is approved the cost will remain consistent with the current contract of \$51,500 per year. Year 1 will receive a two month credit for a total amount of \$48,583. If year-to-year pricing is desired annual costs will increase to \$55,000. The total amount for the three year term of the contract is \$163,330.68, \$151,538 for services and \$11,747.68 in taxes.

Is it currently budgeted? Year 1(October 2019) is currently budgeted. Year 2 and 3 will be brought forth in the budgets for their respective years.

Future fiscal impact: None, unless contract is renewed after 2022.

Consequences if not approved: NVRTA staff will no longer be able to quickly and efficiently schedule service and provide accurate cost estimates for service alterations.

STRATEGIC GOALS MET BY THIS PROPOSAL

- Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability
 - Goal 2 – Improve system safety in order to support all modes and serve all users
 - Goal 3 – Use taxpayer dollars efficiently
 - Goal 4 – Support Napa County's economic vitality
 - Goal 5 – Minimize the energy and other resources required to move people and goods
- System

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

The Remix scheduling and planning platforms provide several qualitative and quantitative benefits. The scheduling software allows staff to produce schedules more effectively and efficiently. The software allows for a seamless transition between planning and scheduling, resulting in better service for riders and improved shifts for drivers. The software optimizes scheduling and thereby reduces the resources needed to run the system. Remix's scheduling platform is easy and intuitive to use. Accurate schedules and run cuts can be produced in minutes rather than hours. The program can review timetables as they are built, accounting for and correcting errors as it works. Blocks can easily be changed with a drag and drop function. This function makes aligning service simple, pressing the most hours of operation out of a single vehicle.

The planning software allows staff to quickly understand the ramifications of altering or deploying new service. The ability to see the change in cost and impact of service in real-time is an extremely useful tool for transit planners. Remix also exports a Title VI analysis in minutes, a process that can take months if done through alternate means. The Title VI is used to understand how service changes will affect low income and minority populations.

SUPPORTING DOCUMENTS

Attachment: (1) Draft Purchase Order # 19-1008



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

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 (NVTA)
ATTN: Accounts Payable
625 Burnell Street
Napa, CA 94559-2912

Ship To:

NVTA
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 SCHEDULE	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			REMIX PLANNING AND SCHEDULING SOFTWARE PLATFORM SUBSCRIPTION as per attached 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)				
						Subtotal	\$151,583.00
						Tax 7.75%	\$11,747.68
						-/-	-/-
						TOTAL	\$163,330.68

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

NAME AND TITLE
(Signature of person authorized to sign)

DATE

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

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



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)

Remix Software, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Billing Contact Name: _____ Email: _____ Phone: _____

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 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 Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Matthew Wilcox, Program Manager – Public Transit
(707) 259-8635 / Email: mwilcox@nvta.ca.gov
SUBJECT: Purchase Order # 19-1013 with AVAIL Technologies

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Purchase Order # No 19-1013 (Attachment 1) with AVAIL Technologies to procure an upgraded Wi-Fi system for the Vine fleet in the amount of \$235,100.

OTHER OPTIONS FOR CONSIDERATION

Option #1: Approve the AVAIL contract extension to upgrade to 4G LTE Service

Option #2: Do not approve the agreement and eliminate Wi-Fi service for Vine riders.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The current Wi-Fi system on the Vine fleet is 4G Verizon service. Verizon plans to sunset 3G and 4G service as of December 31, 2019. To ensure continued Wi-Fi service for the Vine's customers NVTA must upgrade the modems on all buses in the Vine fleet to support 4G LTE service. The total cost to complete the upgrade on 42 vehicles is \$234,142.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes - \$217,301 for equipment and installation and \$16,841 in taxes. Total amount equal to \$234,142

Is it currently budgeted? No. Funding for the purchase will be from TDA/General Funds – non Fed; Capital Projects – Equipment Maintenance.

Future fiscal impact: None at this time

Consequences if not approved: The Vine will no longer be able to provide Wi-Fi service to its riders.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Goal 3 – Use taxpayer dollars efficiently

Goal 4 – Support Napa County’s economic vitality

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

In March 2016 NVTA staff requested authorization from the NVTA board to purchase a Wi-Fi system for the Vine fleet. NVTA’s computer aided dispatch (CAD) and automated vehicle location (AVL) system provider, AVAILTechnologies, installed the turn-key service on 36 vehicles at that time. The original purchase totaled \$288,754.

Upgrades to meet Verizon network requirements are necessary or WiFi service will be discontinued on Vine buses.

SUPPORTING DOCUMENTS

- Attachments (1) Draft Purchase Order # 19-1013
(2) Avail Agreement No. 14-21
(3) Avail Agreement No. 14-21 Amendment 2



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

AVAIL Technologies Inc.
1960 Gatesburg Road, Suite 200
State College, PA 16803
P: Amanda Hinchberger
T: 814.234.3394x1066
E: ahinchberger@availtec.com

Purchase Order #: 19-1013
Date: 06/21/2019
Vendor ID: 37134

Bill To:

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

Ship To:

NVTA
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	N/A	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			4G MODEM UPGRADE - for Vine Transit Fleet , incl. equipment and services as per attached cost proposal dated 5/23/19 (Page 4)				\$217,301.29
			CONT ON PAGE 2 OF 7)				
						Subtotal	\$217,301.29
						Tax 7.75%	\$16,840.85
							-/-
							-/-
						TOTAL	\$234,142.14

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

NAME AND TITLE
(Signature of person authorized to sign)

DATE

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

FOR INTERNAL USE ONLY

FUND APPROPRIATION: TDA 8300 8309000 52500 PROG 13837 PUB_TRANSIT TRANS CAPITAL STATE 8310

QTY	DESCRIPTION	UNIT COST	TOTAL
	Vine transit fleet vehicles are to receive a wireless communication system upgrade from its current standard to the latest available 4G LTE capability. This will require the replacement of all currently installed modems with new equipment. Services will include all equipment, material, hardware, software, testing, set-up, configuration, and labor needed for a fully functional wireless communication system and completion of the project, warranty and maintenance support services of all installed equipment.		
	Material		
45	MGR Modem (42 + 3 spare)	\$ 2,694.45 ea	\$ 121,250.25
8	RV50 Modems (7 + 1 spare)	\$ 973.88 ea	\$ 7,791.04
	Cabling (needed for cradlepoint transfer from FR to PT)	\$ 6,833.00	\$ 6,833.00
	Services		
	Setup, configuration, testing of all equipment (incl. modems)	\$ 26,086.00	\$ 26,086.00
	Installation of all equipment (incl. modems)	\$ 49,432.00	\$ 49,432.00
	Warranty, Maintenance and Support Services (through July 31, 2021)	\$ 5,909.00	\$ 5,909.00
	SUBTOTAL		\$ 217,301.29
	SALES TAX - NAPA - 7.75%		\$ 16,840.85
	TOTAL		\$ 234,142.14

Milestone Stone/Progress Payments

Contractor shall submit an invoice for each payment due (Net 30).

25% Receipt of Order

50% Ordering of Equipment

25% Upon Completion of Installation (acceptance of work)

CONTINUED ON PAGE 4 OF 7

TERMS AND CONDITIONS

1. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR not to exceed the total amount shown on page 1 (**\$234,142.14**).

(b) Expenses. No travel or other expenses will be reimbursed.

2. Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or task completed.

3. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

4. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverages upon request by NVTA's Risk Manager.

(b) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with the Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

5. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law if requested by the NVTA. Notwithstanding anything to the

contrary in this Paragraph, CONTRACTOR shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

6. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least ten(10) days prior to the effective date.

7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by e-mail) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.

8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

9. **Interpretation; Venue.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court.

10. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

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

12. **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTA that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

13. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

14. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

From: [Amanda Hinchberger](#)
To: [Kulick, Renee](#)
Cc: [Wilcox, Matt](#); [Onorato, Antonio](#); [Jeff Pogue](#)
Subject: RE: 4G Conversion Quote
Date: Monday, June 24, 2019 5:21:59 AM
Attachments: [image003.png](#)

Renee,

The **cost proposal is extended to be valid until July 31, 2019**. You can use this email as confirmation.

Best

Amanda Hinchberger

P: (814) 234-3394, ext. 1066

From: Kulick, Renee <rkulick@nvta.ca.gov>
Sent: Friday, June 21, 2019 4:20 PM
To: Amanda Hinchberger <ahinchberger@availtec.com>
Cc: Wilcox, Matt <mwilcox@nvta.ca.gov>; Onorato, Antonio <aonorato@nvta.ca.gov>
Subject: FW: 4G Conversion Quote

Good afternoon Amanda –

We are currently in the process of compiling the agreement/PO for the quoted Napa 4G Upgrade to be placed before our Board on July 17th for approval. In the process we noticed that your cost proposal is only valid through June 23, 2019. If the cost proposal is to remain valid past said date, could you please confirm this in writing?

Your assistance is greatly appreciated.

Best regards,

Renée Y. Kulick

Administrative Technician



625 Burnell Street Napa, CA 94559

T: [707-259-8780](tel:707-259-8780)

F: [707-259-8638](tel:707-259-8638)

E: rkulick@nvta.ca.gov

nvta.ca.gov | vinetransit.com

From: Amanda Hinchberger <ahinchberger@availtec.com>

Sent: Thursday, May 23, 2019 1:20 PM
To: Wilcox, Matt <mwilcox@nvta.ca.gov>
Cc: Dietter Aragon <daragon@availtec.com>
Subject: 4G Conversion Quote

Matt,

I have attached a revised 4G conversion quote with the current date per our discussion. As I mentioned on the phone, the sooner we can get some form of official commitment (either a signed offer letter or PO), the sooner we can get this rolling as we are nearing the 6-month mark in time left to complete this. Please let me know if you have any questions or concerns. I look forward to working with in the future

Have a great weekend

Amanda Hinchberger

1960 Old Gatesburg Road, Suite 200
State College, PA 16803

E: ahinchberger@availtec.com

P: (814) 234-3394, ext. 1066

F: (814) 234-3393

www.availTec.com



REGISTRATION NOW OPEN!

Avail National User's Conference
August 12th - 15th, 2019 | San Antonio, TX

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Customer Add-on Request (CAR) – Offer Letter

May 23, 2019

Matthew Wilcox
Transit Manager
Napa Valley Transportation Authority (NVTA)
625 Burnell St
Napa, CA 94559



Re: CAR Request –4G Modem upgrade

Dear Mr. Wilcox,

Thank you for your continued interest in Avail Technologies as your ITS equipment and services provider. Napa Valley Transportation Authority (NVTA) is a valued customer / partner, and we appreciate the opportunity to partner with you to enhance your operational ITS environment. Per your request, Avail has provided pricing information and assumptions for the deployment of the following features, equipment, and support services.

This offer shall remain valid for **30 days** from the date of this offer, or until June 23, 2019. Should you have any questions or would like to discuss these options in more detail, we would be happy to do that. Please feel free to contact me, at (814) 234-3394 ext. 1066 or email at ahinchberger@availtec.com. We appreciate this opportunity and look forward to speaking with you soon.

Respectfully,

Amanda R Hinchberger
Proposal Support Specialist

1 PRICE PROPOSAL & DELIVERABLES

Item Description	Price
Design Effort	
MGR Modems (Fixed Route) 42, 3 spares	\$121,250
RV50 Modems (supervisors) 7, 1 spare	\$ 7,791
Cabling (for cradlepoint transfer from FR to PT)	\$ 6,833
Setup, Configuration, Testing (all modems)	\$ 26,086
Installation (all modems)	\$ 49,432
Warranty & Support (aligned with current contract)	\$ 5,909
GRAND TOTAL	\$217,301

2 SUPPORT & WARRANTY

Support and warranty for this effort has been aligned to the maintenance and support agree current in effect and set to expire July 31,2021.

3 DELIVERY SCHEDULE

Upon receipt of a P.O., Avail will work with Napa Valley Transportation Authority (NVTA) to plan and schedule the implementation of the selected option of replacement modems.

4 PRICE & PAYMENT TERMS

To execute this request, please forward your Purchase Order electronically to contracts@availtec.com.


Avail shall invoice Napa Valley Transportation Authority (NVTA) as follows, with payment due Net 30:

- 25% Receipt of PO
- 50% Ordering of Equipment
- 25% Completion of Installations

5 APPROVALS

Napa Valley Transportation Authority (NVTA)

Date


 Jeffrey B. Pogue
 Chief Financial Officer
 Avail Technologies, Inc.

5/23/19

Date

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

AGREEMENT NO. NCTPA 14-21

THIS AGREEMENT is made and entered into as of this 1st day of December, 2014, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and **Avail Technologies, Inc.** whose mailing address is **1960 Old Gatesburg Road, Suite 200, State College, PA 16803**, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCTPA wishes to purchase and implement Computer Aided Dispatch (CAD) and Automated Vehicle Location (AVL) system for its transit operations; and

WHEREAS, NCTPA has authorized the NCTPA Executive Director to enter into a contract for services at its November 19, 2014 meeting; and

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

TERMS

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

1. Term of the Agreement.

(a) The term of this Agreement shall commence on the date first above written and **shall expire on December 31, 2017**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

(b) The term of this Agreement shall be to the date shown above with an option for two (2) one (1) year terms subject to review and recommendation of NCTPA, and the satisfactory negotiation of terms.

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

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$2,709,249.53** for equipment, software, professional services and expenses; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NCTPA of an itemized billing invoice in a form acceptable to the NCTPA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NCTPA Accounts Payable who, after review and approval as to form and content, shall submit the invoice to the NCTPA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NCTPA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NCTPA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NCTPA Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NCTPA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCTPA may monitor the work performed by CONTRACTOR. NCTPA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NCTPA, in addition to any other rights or remedies which NCTPA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NCTPA with certification of all such coverage's upon request by NCTPA's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCTPA's Risk Manager, demonstrated by other evidence of coverage acceptable to NCTPA's Risk Manager, which shall be filed by CONTRACTOR with NCTPA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NCTPA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCTPA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NCTPA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCTPA with respect to any insurance or self-insurance programs maintained by NCTPA. 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 NCTPA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCTPA's Risk Manager, which approval shall not be denied unless the NCTPA's Risk Manager determines that the deductibles

or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NCTPA'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 NCTPA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NCTPA and the officers, agents, employees and volunteers of NCTPA 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 all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NCTPA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NCTPA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NCTPA 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. NCTPA hereby authorizes the

NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA.

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 NCTPA, the property of and shall be promptly returned to NCTPA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NCTPA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NCTPA for damages sustained by NCTPA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NCTPA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NCTPA from CONTRACTOR is determined.

13. No Waiver. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NCTPA
Kate Miller
Executive Director
625 Burnell Street
Napa, CA 94559

CONTRACTOR
Jeffrey Pogue
Vice President
1960 Old Gatesburg Road, Suite 200
State College, PA 16803-2241

15. Compliance with NCTPA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and

require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NCTPA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCTPA employees or contractors.

(a) NCTPA Policy for Maintaining a Harassment Free Work Environment effective June 18, 2008.

(b) NCTPA Drug and Alcohol Policy adopted by resolution of the Board of Directors on July 25, 2008.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 17, 2001. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NCTPA computer network shall sign and have on file with NCTPA prior to receiving such access the certification attached to said Policy.

(d) NCTPA System Safety Program Plan adopted by resolution of the Board of Directors on July 25, 2008.

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

17. **No Assignments or Subcontracts.**

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

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

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NCTPA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

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

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

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

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

group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NCTPA by the State of California pursuant to Agreement between NCTPA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

(d) Federal Required Clauses. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 C.F.R. 97.36(i), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the Federal Transit Administration for federally funded contracts, to the extent they are applicable to the services to be provided under this Agreement, and as set forth in Attachment 1, attached hereto and incorporated herein by reference.

(e) Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Request for Proposal for Computer

Aided Dispatch (CAD) and Automated Vehicle Location (AVL) System released on May 8, 2014 and Attachment 1, and the Master Agreement between NCTPA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government.

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

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(g) Disadvantaged Business Enterprises.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs if CONTRACTOR intends to engage any subcontractors.

(h) Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All relevant contractual provisions required by DOT, as set forth in FTA Circular 4220.1F shall be compiled by the parties. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NCTPA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NCTPA is audited for compliance regarding any withholding or other applicable taxes or amounts,

CONTRACTOR agrees to furnish NCTPA with proof of payment of taxes or withholdings on those earnings.

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

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

24. **Conflict of Interest.**

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

(c) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCTPA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NCTPA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NCTPA'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 NCTPA from publishing or otherwise distributing applications and information regarding NCTPA job openings where such publication or distribution is directed to the general public.

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

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

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

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

30. **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.

"NCTPA"

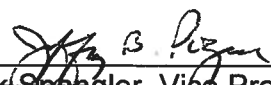
By 
Kate Miller, Executive Director

"CONTRACTOR"
Avail Technologies, Inc.

By 
Dorsey E. Houtz, President and CEO

ATTEST:

By 
Karalyn E. Sanderlin, Board Secretary

By 
G. Rick Spangler, Vice President

Approved as to Form:

By 
NCTPA Counsel


Jeffrey B. Pogue

ATTACHMENT 1 FEDERAL CONTRACT REQUIREMENTS

1. AMENDMENTS

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

2. TERMINATION

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

3. RETENTION OF RECORDS

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

4. AUDITS

Contractor agrees to grant NCTPA or any agency that provides NCTPA with funds for the Project, including but not limited to, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, and their authorized representatives access to Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that NCTPA, the U.S. Department of Transportation, FTA, the Comptroller General of the United

States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

5. PATENT AND RIGHTS IN DATA

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

ATTACHMENT 1 FEDERAL CONTRACT REQUIREMENTS

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age

ATTACHMENT 1 FEDERAL CONTRACT REQUIREMENTS

Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49 U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa County Transportation and Planning Agency to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 10 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NCTPA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

following written approval of the NCTPA. This clause applies to both DBE and non-DBE subcontracts.

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

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

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

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES (Reserved)

10. STATE ENERGY CONSERVATION PLAN

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321)

12. CLEAN AIR AND WATER POLLUTION ACTS

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

ATTACHMENT 1 FEDERAL CONTRACT REQUIREMENTS

these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

13. LOBBYING

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

14. INDEMNIFICATION

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

15. COMPLIANCE WITH LAWS

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

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT

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

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

ATTACHMENT 1 FEDERAL CONTRACT REQUIREMENTS

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

NAPA Vine PRICE PROPOSAL

Revised 9/25/2014 per Contract Negotiations

NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED PRICE
BASE PRICE ITEMS					
1	System Design	LS	1	\$ 187,787.37	\$ 187,787.37
2	CAD/AVL System Software and Licensing	LS	1	\$ 60,407.28	\$ 60,407.28
3	Hosted Servers (project term plus 5 years)	LS	1	\$ 98,866.02	\$ 98,866.02
4	Workstations at Dispatch and Administrative offices	EA	3	\$ 2,036.39	\$ 6,109.18
5	Scheduling Software Interface to Veolia	EA	1	\$ 47,279.18	\$ 47,279.18
6	On Board Equipment (Fixed Route)	EA	40	\$ 10,352.33	\$ 414,093.28
7	On Board Equipment (Paratransit)	EA	29	\$ 3,726.42	\$ 108,066.19
8	On Board Equipment (Supervisor Vehicles)	EA	6	\$ 2,982.49	\$ 17,894.95
9	Communications System for Mobile Devices – at Dispatch	LS	1	\$ 10,697.85	\$ 10,697.85
10	Mobile Communications Equipment - fixed, paratransit, supervisor vehicles	EA	75	\$ 1,054.22	\$ 79,066.33
11	Cellular (3G/4G) Service (5 years)	LS	1	\$ 75,365.19	\$ 75,365.19
12	Testing	LS	1	\$ 73,195.06	\$ 73,195.06
13	Maintenance Service Agreement (Years 2-5, Year 1 is included)	LS	1	\$ 341,580.47	\$ 341,580.47
14	Training	LS	1	\$ 23,255.92	\$ 23,255.92
15	511 Integration	LS	1	Included	\$ -
16	Connection Protection	EA	40	Included	\$ -
17	Data Management System	LS	1	\$ 4,166.67	\$ 4,166.67
18	Farebox Integration	EA	40	\$ 27.15	\$ 1,086.08
19	Mobile Work Stations for Supervisors	EA	1	\$ 3,461.87	\$ 3,461.87
20	Spare Vehicle Equipment Kit	EA	7	\$ 6,250.84	\$ 43,755.87
27	Real-time Bus Stop Sign	EA	20	\$ 14,212.51	\$ 284,250.22
30	Phone Interactive Voice Response System	LS	1	\$ 67,206.17	\$ 67,206.17
31	SMS texting fees and 321123 short code	LS	1	\$ 19,098.38	\$ 19,098.38
32	Clipper Integration	LS	1	\$ 45,626.78	\$ 45,626.78
33	Video System	LS	1	\$ 683,399.16	\$ 683,399.16
34	Automatic Vehicle Monitoring	EA	76	\$ 178.08	\$ 13,534.07
TOTAL BASE PRICE:					\$ 2,709,249.53

NAPA Vine PAYMENT MILESTONES

Revised 9/25/2014 per Contract Negotiations

Avail's proposed pricing is based on the following payment milestone schedule. Avail shall submit an invoice to NAPA Vine upon the successful completion of each milestone. Payment is due Net 30.

Payment Milestone	Deliverables	Payment %	Payment Amount
Discovery / Kickoff	Discovery Visit Summary Baseline Project Schedule	5%	\$ 135,462.48
Planning / Requirements Review	Baseline Requirements Matrix Site Survey Summary Vehicle Survey Summary	10%	\$ 270,924.95
Configuration / Design Review	Preliminary Design Document Final Design Document Training Plan Installation Manuals	10%	\$ 270,924.95
Final Ordering of Equipment	Purchase Orders for Equipment	10%	\$ 270,924.95
Initial Assessment / FAT	Acceptance Test Plan FAT Test Procedures Customer-witnessed FAT FAT Test Results Documentation	15%	\$ 406,387.43
Pilot Equipment Delivery / Pilot	Pilot Test Procedures Delivery of Servers Delivery of Pilot Vehicle Equipment Pilot Test Pilot Test Results Documentation	15%	\$ 406,387.43
Equipment Delivery	Delivery of Vehicle Equipment Delivery of Spare Equipment	10%	\$ 270,924.95
Adoption / Rollout	Vehicle Installations 50% Complete	10%	\$ 270,924.95
Secondary Assessment / System Acceptance Test (SAT)	System Test Procedures Full System Test System Test Results Documentation Punch List and Closeout Plan	10%	\$ 270,924.95
Operational Improvement / 30-Day Test	Final System Documentation Final User Manuals	5%	\$ 135,462.48
TOTAL		100%	\$ 2,709,249.53



**SECOND AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")
AGREEMENT NO. 14-21**

THIS SECOND AMENDMENT ("AMENDMENT") TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 14-21 is made and entered into as of this 14th day of November, 2018 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and AVAIL TECHNOLOGIES, INC. ("CONTRACTOR"), whose mailing address is 1960 Old Gatesburg Road, Suite 200, State College, PA 16803.

RECITALS

WHEREAS, in December 2014 NVTA contracted for specialized services to purchase and implement a Computer Aided Dispatch (CAD) and Automated Vehicle Location (AVL) system from CONTRACTOR for its transit operations pursuant to the Agreement No. 14-21 ("Agreement"); and

WHEREAS, the Agreement term was scheduled to expire in December 2017; and

WHEREAS, the Agreement was amended in December 2017 to extend the expiration of the Agreement until December 31, 2018;

WHEREAS, the parties desire to amend the Agreement to extend the term in order to provide CONTRACTOR with the opportunity to complete the services as set forth in the Agreement;

WHEREAS the remaining outstanding balance on the services to be rendered pursuant to the Agreement is \$63,152.04.

TERMS

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

1. Pursuant to Paragraph 1.(b) of the Agreement the parties are exercising the first one-year option to extend the term of the Agreement. The Agreement shall expire on December 31, 2019.
2. The Scope of Services shall be hereby amended as follows: Appendix E-1 Napa Vine Compliance Matrix, Section 5 – Scheduling System, Item 5.2 the scope of the scheduling system will be replaced in its entirety to read "The scheduling system shall also have the ability to import stop data from an external system in excel or comma separated value (CSV) file format or **HASTUS 2018** to incorporate any addition of stops by the agencies to the system in the future".

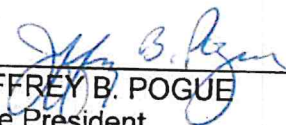
3. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

"NVTA"

By 
KATE MILLER, Executive Director

"CONTRACTOR"
AVAIL TECHNOLOGIES, INC.

By 
JEFFREY B. POGUE
Vice President

ATTEST:

By 
KARALYN E. SANDERLIN
NVTA Board Secretary

APPROVED AS TO FORM:

By 
DEEANNE GILLICK
NVTA General Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Sanjay Mishra, Program Manager-Engineer
(707) 259-5951 / Email: smishra@nvta.ca.gov
SUBJECT: Soscol Junction Project Update

RECOMMENDATION

Information only

EXECUTIVE SUMMARY

Napa Valley Transportation Authority (NVTA) and Caltrans are advancing one preferred alternative through the environmental process for the intersection at State Route (SR) 29 and SR 221 (Soscol) known as “Soscol Junction”. In coordination with NVTA, Caltrans will recirculate the updated environmental document for review and public input. The project is on schedule to have a completed environmental document by the end of 2019.

OTHER OPTIONS FOR CONSIDERATION

Information only

FISCAL IMPACT

Is there a Fiscal Impact? No

STRATEGIC GOALS MET BY THIS PROPOSAL

- Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability
- Goal 2 – Improve system safety in order to support all modes and serve all users
- Goal 3 – Use taxpayer dollars efficiently
- Goal 4 – Support Napa County’s economic vitality
- Goal 5 – Minimize the energy and other resources required to move people and goods system

BACKGROUND AND DISCUSSION

Background

The SR 29 and SR 221 intersection improvement project, commonly referred to as the Soscol Junction, has a long history. Caltrans is the lead agency for the environmental phase of the project. In April/May 2015 when Caltrans released the Draft Environmental Impact Report/Environmental Assessment for public review. Caltrans received some negative public comments on the proposed alternatives because the preferred alternative, the Soscol Flyover, removed access to Soscol Ferry Road and restricted bicycle and pedestrian movements at that intersection. The project was also very costly and was not context sensitive to Napa Valley. Consequently, the preferred project alternative did not move forward into the design phase. Since that time, NVTA has been working with Caltrans to identify viable project alternatives for the Soscol Junction project.

NVTA partnered with the City of Napa to have GHD/OmniMeans develop additional project alternatives that were bike and pedestrian friendly and maintained access to Soscol Ferry Road. The project is needed because the current signalized intersection routinely experiences extensive queues, resulting in long delays to travelers.

Current Status

NVTA (with GHD) and Caltrans advanced the double roundabout alternative through the environmental process with the goal of issuing the environmental document to the public for comment on September 20, 2019 and completing the document by the end of the calendar year. The goal is to downgrade the environmental document from the original Draft Environmental Impact Report/Environmental Assessment to an Initial Study Report/Environmental Assessment. Caltrans environmental specialist are working to update their findings from 2015. The Traffic Operation Analysis Report (TOAR) was submitted to Caltrans for final approval on June 28, 2019. NVTA and Caltrans met with the Metropolitan Transportation Commission's (MTC) Air Quality Conformity Task force, which included representatives from federal regulatory agencies to provide details about the project on June 27, 2019. During the meeting, the regulatory agency representatives confirmed that the proposed project is not a Project of Air Quality Concern. The Federal Highway Administration provided an official confirmation to this effect on 07/01/2019

Next Steps

In the coming weeks a meeting with Regional Water Quality Control Board (RWQCB) and California Department of Fish and Wildlife (CDFW) will discuss a recently discovered Fish Passage issue. Senate Bill 857 requires that Caltrans remediate barriers to fish passage when making changes to highway infrastructure. This could potentially add more than \$10 million to the existing projects cost. While Caltrans has committed to funding the additional cost, timing for when it is programmed could potentially delay the project, however, during the last Executive Steering Committee (ESC) meeting Caltrans proposed to complete the Fish Passage under Soscol Creek as part of a separate project which will be programmed in the future State Highway Operation and Protection Program (SHOPP). Environmental documents are being prepared with the assumptions of a 14ft widening of the existing Soscol Creek Bridge and other options will be considered during Planning,

Specifications & Estimate (PS&E) phase, which may require minor modifications to the environmental document.

A video rendering of the Soscol Junction will be presented by Caltrans which provides a visualization of the preferred alternative and how vehicle, bicycle and pedestrian users will navigate the intersection.

SUPPORTING DOCUMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Senior Transportation Program Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority (NVTA) Agreement No. 19-17
with GHD

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) authorize the Executive Director, or designee, to execute and make minor modifications to NVTA Agreement No. 19-17 (Attachment 1) between NVTA and GHD for specialized consultant engineering services for the Soscol Junction Project Alternative(s) in an amount not to exceed \$24,306.

OTHER OPTIONS FOR CONSIDERATION

Option #1: That the Board approve the proposed agreement so that the preliminary design can be completed in order to complete the environmental phase of the project.

Option #2: That the Board not approve this agreement and have Caltrans gather data from GHD and complete this work in house using NVTA's STIP allocation, which could further delay the project.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Caltrans staff has requested additional work on the Project Reports as part of the environmental phase for Soscol Junction. This will be the final work item requested by Caltrans from NVTA consultants to complete the Project Approval and Environmental Document (PAED) phase and move into the Plans, Specifications and Estimate (PS&E) phase. NVTA staff is requesting the Board approve procurement of specialized consultant engineering services to meet the Caltrans staff requirements.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The cost of the scope of work provided in the Agreement \$24, 306

Is it currently budgeted? Yes

Where is it budgeted? Planning

Future fiscal impact? N/A

Consequences if not approved? Caltrans will not reissue the environmental document in a timely manner for the Soscol Junction project.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 3 – Use taxpayer dollars efficiently

Goal 4 – Support Napa County's economic vitality

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

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

Background

The State Route (SR) 29 and SR 221 intersection improvement project, commonly referred to as the Soscol Junction Project, has a long history. Caltrans is the lead agency for the environmental phase of the project. The most recent public vetting of the project occurred in August 2018 when Caltrans and NVTA staff held an open house on conceptual alternatives for the project. Before the open house, the last public outreach was the release of the Draft Environmental Impact Report/Environmental Assessment for public review in April-May 2015. In 2015, Caltrans received some negative public comments on the proposed alternative because it no longer provided access to Soscol Ferry Road and restricted bicycle and pedestrian movements, consequently, the project

alternatives did not move forward into the design phase. Since that time, NVTA has been working with Caltrans to identify viable project alternatives for the Soscol Junction project.

NVTA partnered with the City of Napa to have GHD develop additional project alternatives that were bike and pedestrian friendly and that allowed access to Soscol Ferry Road from all directions while reducing traffic delay and congestion. The current signaled intersection routinely experiences extensive queues, resulting in long delays to travelers.

Detailed Soscol Junction Project Objectives:

- Provide an interchange plan sufficient to meet projected 2040 traffic volumes.
- Develop the most cost effective solutions and conceptual design required to meet the critical project constraints.
- Develop alternatives that reduce impacts to environmentally sensitive areas.
- Develop alternatives that provide for both pedestrian and bicycle users.
- Maximize the aesthetics of the features while addressing the Caltrans design requirements for the project objectives.

Current Status

The graphic below provides an outline of the Caltrans process for project completion. The Soscol Junction project is currently in Phase 0 with the work on the Project Report, environmental studies, and permits/agreements occurring concurrently.



Next Steps

If approved by the Board, GHD will provide the final pieces of the Project Report to Caltrans for approval prior to the release of the environmental document. GHD will complete specific sections of the preliminary cost estimate and the Design Decision Document. Caltrans has approved the SR 29/SR 221 Interchange Concept Additional Scope of Services (included in Attachment 1) and Caltrans concurs that no additional work is necessary on the Project Report to complete the environmental document.

If this work is not done and the Project Report approval is delayed, it will hold up the release of the Caltrans environmental document scheduled for September 20, 2019.

SUPPORTING DOCUMENTS

Attachment: (1) Draft NVTA Agreement No. 19-17

NAPA VALLEY TRANSPORTATION AUTHORITY
AGREEMENT NO. 19-17

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, 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 GHD COMPANY a Corporation registered doing business in the State of California, whose mailing address is 943 Reserve Drive, Suite 100, Roseville, CA 95678, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain additional Project Report for Environmental Design (PAED) data to meet requirements established by Caltrans in support of the SR 29/221 Soscol Junction; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to NVTA under the terms and conditions set forth herein; and

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall **expire on December 31, 2019**, unless terminated earlier in accordance with Paragraphs 10 (Termination).
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in EXHIBIT A and CONTRACTOR's proposal attached hereto and incorporated by reference herein.
3. **Compensation.**
 - (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR a fee not to exceed TWENTY-FOUR THOUSAND THREE HUNDRED SIX DOLLARS (\$24,306) at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.
 - (b) **Expenses.** No travel or other expenses will be reimbursed.
4. **Method of Payment.**
 - (a) **Invoices.** All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing

invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or task completed.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverages upon request by NVTA's Risk Manager.

(b) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION THOUSAND DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with the Library Director prior to commencement of performance of any of CONTRACTOR's duties.

7. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law if requested by the NVTA. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

8. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least 20 days prior to the effective date.

9. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by e-mail) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.

NVTA
Kate Miller
Executive Director
625 Burnell Street
Napa, CA. 94559

CONTRACTOR
Kamesh Vedula, PE, TE
Principal-in-Charge
943 Reserve Drive, Suite 100
Roseville, CA 95678

10. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

11. **Interpretation; Venue.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. This Agreement is made in Napa NVTA, 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, NVTA of Napa, a unified court.

12. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

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

14. **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et

seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTA that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

15. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

16. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

“NVTA”

“CONTRACTOR”
GHD COMPANY

By _____
KATE MILLER, Executive Director

By _____
Kamesh Vedula, PE, TE
Principal-in-Charge

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

EXHIBIT A

SCOPE OF WORK

The Napa Valley Transportation Authority (NVTA) requires additional data for the Project Report for Environment Design /PAED required by Caltrans needed for the final documentation in support of the City of Napa – SR29/221 Soscol Junction project.

Services to be provided by CONTRACTOR shall include:

- Provide additional data required by Caltrans to complete the Draft and Final Project Report
- Non-standard Design Decision Document – Write and submit document to obtain geometric concurrence from Caltrans
- Prepare a Preliminary Cost Estimate(s)
- Prepare Preliminary Drainage Plans in AutoCAD format in accordance with Caltrans guidelines

EXHIBIT B
COST SHEET

DESCRTIPTION	AMOUNT
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SEE COST PROPOSAL AND COST SHEET (DTD 6/20/2019) ATTACHED



June 20,2019

EWA #4: Scope of Work

SR 29/SR 221 Interchange Concept Additional Services – NVTA/City of Napa

In August 2018, GHD received an NTP from NVTA and the City of Napa to begin the additional services required to support Caltrans/NVTA in revising and finalizing the PA/ED for the SR 29/SR221 Interchange. GHD's scope included Traffic Analysis and Project Report/Environmental Support related only to geometric revisions required for the new roundabout alternative. This support was vetted with the Caltrans team and memorialized as the yellow highlights shown in Attachment A. This scope also assumed that the project would be on a fast track schedule with PA/ED completion in April 2019.

Additional efforts have been absorbed by GHD since August 2018 including, but not limited to

- multiple rounds of traffic reviews,
- geometric alternative analysis,
- list of nonstandard design decisions, and
- one on one coordination meetings with Caltrans to try and get to an agreed upon Build Alternative.

As of June 15, 2019, we have a remaining budget of \$53,239.35 from the previous task order and Amendment 1. It is our intent to utilize this remaining budget first, however, there have been some additional tasks requested by Caltrans.

Add'l Task 4 –Project Report Support

Based on discussions with Caltrans the following additional efforts have been transferred from Caltrans and are required from GHD in order to complete the Draft and Final Project Reports. It is still assumed that Caltrans will be in charge of compiling both the Draft and Final Project Report with our input.

Nonstandard Design Decision Document:

A Design Decision Document will be written/submitted to obtain geometric concurrence from Caltrans. We anticipate that there will only be two versions of the document prior to approval, 1 Draft and 1 Final.

Attachments:

Preliminary Cost Estimates (11 pg format):

Prepare Preliminary Drainage Plans in AutoCAD format with standard Caltrans borders in order to properly estimate/provide back-up documentation for Section 3 of the 11 page format.

Prepare cost estimates for Sections 3, 5, 8 thru 13 of the Caltrans 11 page format per PDPM and Caltrans Estimating requirements. It is assumed that Caltrans will still be in charge of providing R/W and Utility input.

EWA #4. Additional PA/ED Support											GHD	
Budget Estimate											20-Jun-19	
Job No. 11144971 Proposal #												
File No. PRJ2123 Filename: M2123Bud006												
EWA Task	Acc'ting Phase	Task Description	Class Rate	Ross \$227	Heather \$155	Trent \$130	Kenneth \$105	Ron \$218	Kamesh \$204	Supplies and Reimb'r's'bles	Total Hours	Total GHD \$
Additional Work Required to Take on Additional Caltrans Tasks												
Add'l4	Project Report Support											
		Nonstd Design Decision Document			80	40		8		\$250		\$19,594
		Add'l Preliminary Cost Estimate			8	20		4				\$4,712
		SubTotal Hours of Addt'l Caltrans Work	<i>Hours</i>	0	88	60	0	12	0		0	
		SubTotal Dollars of Addt'l Caltrans Work	<i>Dollars</i>	\$0	\$13,640	\$7,800	\$0	\$2,616	\$0	\$250		\$24,306



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director of Programs, Projects and Planning
(707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: Regional Measure 3 (RM 3) Updated Project Priorities

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the updated Regional Measure 3 (RM 3) (Attachment 1) project priorities.

OTHER OPTIONS FOR CONSIDERATION

Option #1: That the Board approve the amendments to NVTA's Regional Measure 3 Projects.

Option #2: That the Board not approve the amendments to NVTA's Regional Measure 3 Projects and move forward with prior projects priorities. This would eliminate project funding for the Maintenance Facility and other key priorities.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee (TAC) reviewed and recommended the Board approve the updated RM 3 priorities at their June 11th meeting.

EXECUTIVE SUMMARY

On June 5, 2018 the voters of the Bay Area approved Regional Measure (RM) 3, a bridge toll increase to finance \$4.5 billion in highway and transit improvements along the toll bridge corridors and their approach routes. The list of RM 3 project categories for Napa County include:

Non-competitive:

- \$20 million for multi-modal improvements in South Napa County and along the State Route (SR) 29 corridor, including the Soscol Junction project.
- \$100 million for environmental work and near-term improvements on SR 37 to protect the highway from flooding and improve congestion.

Competitive:

- \$100 million for North Bay Transit Improvements
- \$150 million for San Francisco Bay Trail / Safe Routes to Transit

In November 2018, the NVTA Board approved RM 3 project priorities for the non-competitive and competitive funding categories. Since that time, NVTA staff has made modifications to RM 3 priorities outlined in Attachment 1. The majority of the changes are in the North Bay Transit Access Improvements and the San Francisco Bay Trail/Safe Routes to Transit competitive programs.

NVTA is actively pursuing competitive grant sources such as U.S. Better Utilizing Investments to Leverage Development (BUILD) funds and Senate Bill (SB) 1 Solutions for Congested Corridor funds for SR 29 improvements. Because it is uncertain whether competitive fund sources will be available, or how well NVTA projects will compete in programs like BUILD, NVTA staff has developed two RM 3 funding scenarios for various projects along the SR 29 corridor in south county. Scenario 1 assumes that competitive fund sources will be received and prioritizes using RM 3 funds for improvements on SR 29 in American Canyon under the assumption that this project may not do as well in competitive funding programs as other projects along the corridor. Scenario 2 assumes that no competitive funds are received and prioritizes using RM 3 funds on Soscol Junction (SR 29/SR 221) and projects at SR 29/Airport and SR 29/Carneros.

The proposed funding scenarios are included in Table 1 below. Also included are draft funding distributions for the SR 37 \$100 million included in RM 3 (Table 2) and staff recommended priorities for the two competitive programs in RM 3, North Bay Transit Access Improvements and San Francisco Bay Trail/Safe Routes to Transit (Table 3).

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No with this action.

Future Fiscal Impact? If RM 3 priorities are not approved, it could hinder NVTA's ability to go after competitive funds and to deliver RM 3 projects in the future.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 3 – Use taxpayer dollars efficiently

Goal 4 – Support Napa County’s economic vitality

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

Goal 6 – Prioritize the maintenance and rehabilitation of the existing system

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

NVTA is the RM 3 project sponsor. How RM 3 funds are distributed will largely depend on NVTA’s success in securing other competitive funding sources such as SB 1 and BUILD funds.

The NVTA Board has established Soscol Junction as a priority project for capital funding. It is also a priority for Caltrans District 4 and the Metropolitan Transportation Commission (MTC). The amount of RM 3 funding that will be committed to Soscol Junction will depend on NVTA’s success obtaining other fund sources. If NVTA is successful in securing additional funding sources for Soscol Junction it will free up RM 3 funds for other corridor priorities such as SR 29 American Canyon Multimodal and Operational Improvements. NVTA staff obtained board approval on the project priorities listed in Table 1 below. The only modification between Table 1 and what was approved in 2018 is the dollar amounts under Scenario 1. This update is reflective of the BUILD grant proposal staff is drafting for the South Napa County SR 29 Corridor Revitalization Project (Attachment 2).

Table 1. RM3 SR 29 South County Priorities – Funding Proposal

Project	Description	Estimated Project Cost (\$1,000s)	Scenario 1 (Other Funds Received)	Proposal 2 (No Other Funds Received)
Soscol Junction	Interchange and operational improvements at SR 29/SR 221/Soscol Ferry Road	\$40,000	\$5,340	\$17,600
SR 29 American Canyon Multimodal Improvements	Intersection and operational improvements along SR 29 between Napa Junction and American Canyon Road including multimodal improvements	25,000	14,660	
SR 29/Carneros	Channelization of northbound SR 29 through lanes and intersection and operational improvements	3,000	0	1,400
SR 29/Airport	Operational and Intersection Improvements	3,000	0	1,000
Total		\$71,000	\$20,000	\$20,000

NVTA staff is working with the other three North Bay Area counties on how to distribute the \$100 million in SR 37 funds to both near term projects that will reduce congestion and impacts associated with sea level rise and to begin environmental studies and design on the ultimate project. Table 2 is the tentative approach discussed to date.

Table 2: RM 3 SR 37 Draft Project Priorities

Project	Description	Estimated Project Cost (\$1,000s)
Segment C Fairgrounds Interchange (STA)	Passenger facilities and ramp improvements at SR 37 and Fairgrounds Drive	\$15,000
Interim Improvements (SCTA and TAM)	Segment A & B Near Term Improvements and Studies	27,000
Segment A & B Improvements (SCTA and TAM)	Segment A & B Environmental Documents and Design/Mitigation	58,000
Total		\$100,000

RM 3 competitive funding program guidelines are still being developed by MTC. In the meantime, NVTA is working with the other three North Bay County Transportation Agencies and their MTC commissioners on developing a cohesive list of project. Staff has modified the list of project priorities for the North Bay Transit Improvements and for San Francisco Bay Trail/Safe Routes to Transit programs and has vetted it with NVTA's technical advisory committee and local jurisdiction staff who will in most cases take the lead in delivering the Bay Trail/ Safe Routes to Transit improvements. These priorities are in Table 3 below.

Table 3: RM 3 Competitive Project Priorities

North Bay Transit Improvements	Estimated RM 3 Need (\$1,000s)
SR 29 Imola Park and Ride Improvements	\$2,000
SR 29 Transit Access Improvements	2,600
Redwood Park and Ride Upgrades	1,450
(20) 40' Express Bus (Expansion Bus Fleet)	5,000
Vine Maintenance Facility	15,000
Total	\$26,050
Bay Trail/Safe Routes to Transit	
Soscol Gateway Transit Center - Oxbow By-pass Connection	4,000
Vine Trail – Bay Trail – South Kelly Road to Napa Pipe	6,400
Imola Ridge Trail to Vine Trail/Bay Trail	4,000
Vine Trail-Bay Trail – Napa Pipe to Kennedy Park	2,400
Total	\$16,800

SUPPORTING DOCUMENTS

- Attachments: (1) Modifications to RM 3 Competitive Priorities
 (2) South Napa County SR 29 Corridor Revitalization Project Fact Sheet

ATTACHMENT 1
NVTA Agenda Item 12.3
July 17, 2019

NVTA Regional Measure 3 Competitive Program Priorities

Program/Project	Operating Source	Total Project Cost	RM-3 Funding Request			RM 3 Total
			2019	2020	2021	
North Bay Transit Access Improvements						
SR 29/Imola Park & Ride Improvements	TDA	5,000,000	2,000,000			2,000,000
<i>SR 29/California Stop Improvements</i>		1,100,000				-
<i>SR 221/Napa Valley College Improvements</i>		2,000,000				-
SR 29/Transit Access Improvements	TDA	3,100,000		2,600,000		2,600,000
Redwood Park & Ride Upgrades	TDA	1,500,000		1,450,000		1,450,000
<i>Soscol Gateway Transit Center Parking Garage-Wine Train Work Force Housing Connection</i>		2,000,000				-
(20) 40' Express Buses	TDA	16,000,000	5,000,000			5,000,000
<i>Maintenance Facility</i>	TDA/FTA 5307	32,000,000	15,000,000			15,000,000
North Bay Transit Access Improvements-Total		\$ 62,700,000	\$ 22,000,000	\$ 4,050,000	\$ -	\$ 26,050,000
Safe Routes to Transit						
Soscol Gateway Transit Center - Oxbow-By-Pass Connection	Napa City/GF	5,500,000		4,000,000		4,000,000
Vine Trail-Bay Trail - So. Kelly Road to Napa Pipe	Napa City/County GF	8,000,000			6,400,000	6,400,000
<i>Vine Trail-Bay Trail - Napa Pipe to Kennedy Park</i>	Napa City/GF	3,000,000			2,400,000	2,400,000
Imola Ridge Trail to Bay Trail/Vine Trail	Napa City/County GF and Caltrans SHOPP	6,000,000		4,000,000		4,000,000
Safe Routes to Transit - Total		\$ 22,500,000	\$ -	\$ 8,000,000	\$ 8,800,000	\$ 16,800,000

SOUTH NAPA COUNTY SR 29 CORRIDOR REVITALIZATION

\$18 MILLION FEDERAL HIGHWAY ADMINISTRATION BUILD GRANT



Multi-modal corridor concept

Napa Valley is one of the most scenic areas in the San Francisco Bay Area. The Valley is a major tourist destination. It produces world-class wines in its 400+ wineries. It is also a world-class hospitality destination, hosting over 3 million visitors a year. Napa Valley's growing economy is generating thousands of new jobs in manufacturing, agriculture, hospitality, construction, medical, and government. Napa's cities and counties have worked diligently to conserve the Valley's natural biodiversity by preserving open space and restoring bay wetlands, rivers, and creeks. The Valley's visitors come for the Valley's great wines and restaurants, but also because of its natural beauty.

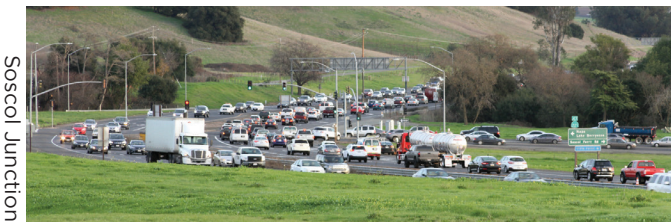
The southern portion of the Valley is rapidly transitioning from rural to urban, creating new industry and housing in its southern most city, American Canyon. The rapid growth has created both challenges and opportunities. The main

transportation artery in the Valley is California State Route 29 (SR 29), which traverses through Napa Valley from American Canyon to Calistoga, its northern most city.

The City of American Canyon, incorporated in 1992, is still in its infancy and is one of the fastest growing cities in California. The rapid pace of the City's housing and business development is placing substantial strain on the existing downtown infrastructure. The City is also isolated from the rest of the Valley because of the overstressed and limited highway, bike and pedestrian connections.

The South Napa County SR 29 Corridor Revitalization Project will build a comprehensive multi-modal transportation network that will connect the City of American Canyon to the rest of the Valley creating a cohesive look and feel. The project responds to the City's Broadway Specific Plan, SR 29 Comprehensive Multi-modal Corridor Plan, and NVRTA's Countywide Bike and Pedestrian Plans. The project will make operational improvements on SR 29 between Soscol Junction and American Canyon Road. The project will make structural improvements to the highway to create a comprehensive public space that will accommodate people as well as improve traffic operations.

THE PROJECT INCLUDES:



Soscol Junction

Soscol Junction - Soscol Junction will alleviate congestion and improve operations at SR 29/221/Soscol Ferry Road intersection in south Napa County. The preferred complete streets alternative is an elevated overpass with a free-flowing north-south SR 29 and boasts two roundabouts north and south of SR 29 to facilitate turning movements on and off the highways.

American Canyon Multimodal and Operational Improvements Phase 1 - Bicycle, pedestrian and transit improvements along the SR 29 corridor between Napa Junction and American Canyon Road. Phase 1 will also include operational improvements at key intersections.

Airport Boulevard - At the intersection of SR 29/SR 12/Airport Boulevard, the project would add southbound queue jumps for express bus service, extend left-hand turn pockets in all directions, include signal upgrades between the signals at North Kelly Road/SR 12 and SR 12/SR 29/ Airport Boulevard.

SOUTH NAPA COUNTY SR 29 CORRIDOR REVITALIZATION

CONTINUED...

	SOURCE	FUNDING SOURCES IN \$1,000'S
FEDERAL	BUILD	\$18,000
STATE	STIP	22,479
	RM 3	19,950
LOCAL	Developer	2,521
	CMA	50
TOTAL PROJECT COST		\$63,000



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance, and Policy
(707) 259-8779/Email: anonorato@nvta.ca.gov
SUBJECT: Notice of Letter of Interest Submittal to the Transportation Infrastructure Finance and Innovation Act (TIFIA) Credit Program

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve filing a Letter of Interest (Attachment 1) to pursue financing with the Transportation Infrastructure Finance and Innovation Act (TIFIA) to complete the Vine Transit Maintenance Facility and Soscol Junction, and Bus Electrification projects.

OTHER OPTIONS FOR CONSIDERATION

Option #1: That the Board proceed with a loan application per the Board's direction at the May 15, 2019 meeting.

Option #2: That the Board delay the loan application until additional funding is made available. The cost of delaying the loan application is 6% or roughly \$2 million a year for construction delays and \$500,000 per year in additional clean mobility grant funds.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

At the March 20, 2019 board meeting, staff presented funding options for the construction of the Maintenance Facility. The Board directed staff to proceed with a TIFIA application for the Maintenance Facility, adding Soscol Junction, and Bus Electrification projects. Submitting the Letter of Interest (LOI) begins the loan approval process administered by the Build America Bureau - a division of the U.S. Department of Transportation (U.S. DOT) which oversees the TIFIA program. The loan application is expected to be approved in 60-90 days from submittal. Staff will return with a complete debt financing

package for Board consideration and formal approval upon receipt of the terms and tentative approval from the Build America Bureau.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Not for this action.

Consequences if not approved: Staff will halt further efforts to seek the TIFIA loan which would jeopardize and /or delay efforts to build the Maintenance Facility project and acquire zero emission buses in advance of regulatory requirement, further disqualifying NVRTA from receiving clean mobility grant funds for early acquisition of zero emission buses.

STRATEGIC GOALS MET BY THIS PROPOSAL

- Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability
- Goal 2 – Improve system safety in order to support all modes and serve all users
- Goal 3 – Use taxpayer dollars efficiently
- Goal 4 – Support Napa County’s economic vitality
- Goal 5 – Minimize the energy and other resources required to move people and goods
- Goal 6 – Prioritize the maintenance and rehabilitation of the existing system

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 16378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Staff has explored numerous options for financing the construction of the Maintenance Facility. Given the limited fund sources available for this purpose, it became clear early on in the process that a portion of the construction cost would need to be financed. Staff spoke with financial institutions such as the California State Infrastructure Bank, pursued Standard and Poor’s and Moody ratings and contracted with Project Finance Advisory Limited (PFAL) to explore alternative financing solutions.

Working with design and engineering consultants, the 100% design and cost estimate was completed in early 2019. The total cost of the project came in at \$37,780,000 of which \$32,180,000 is for construction. Table 1 summarizes the project expenditure plan.

Table 1: Vine Transit Maintenance Facility Expenditure Plan

	(Estimated) Cost
Preconstruction	
Preconstruction	\$5,600,000
Paid-to-Date	\$5,600,000
Remaining Balance	\$0
Construction	
Site Improvements	10,212,200
Admin/Maint/Bus Wash Buildings	14,687,800
CM/PV System /FF&E/Contingency	7,280,000
Construction- Total	\$32,180,000
Total Project Costs	\$37,780,000

Staff provided the board with different financing and funding scenarios for its consideration at the February and May Board meetings. At the May meeting, the Board tentatively approved a funding package to allow staff to move forward with a TIFIA application.

Table 2 presents the proposed funding plan which uses a combination of transit funds, State Transportation Improvement Program (STIP), Local Partnership Program (LPP) formula funds and competitive funds, which may become available at a future date. The plan identifies available funds for the project, but does not create a financial commitment. Staff will continue to pursue funds for this project which can be exchanged for the grants that have been proposed in the plan. The table also shows the loan amounts with and without the Federal Transit Administration (FTA) 5339b Bus and Bus Facilities competitive grant funds – a grant that has already been submitted to FTA for consideration of funding for the maintenance facility.

Table 2: Proposed Funding Plan

	With Competitive Grants	Without Competitive Grants
Grants		
TDA, STA, FTA	\$569,600	\$569,600
State Transportation Improvement Funds (STIP)	4,100,000	4,100,000
Local Partnership Program	1,100,000	1,100,000
Competitive Grants		
Regional Measure 3	7,898,400	7,898,400
FTA 5339b Bus and Bus Facilities	4,500,000	0
Total Grants	\$18,168,000	\$13,668,000
Loans		
TIFIA	\$14,012,200	\$18,512,000
Total Construction Costs	\$32,180,000	\$32,180,000

At the May meeting, the Board directed staff to maximize the agency’s borrowing capacity in applying for a TIFIA loan for the Maintenance Facility including the Soscol Junction and Bus Electrification projects. As a reminder, including Soscol Junction would allow payback of the STIP funds should other competitive funds not come to fruition. With the inclusion of the Bus Electrification Project, the agency would be eligible for California Air Resources Board grants in advance of when NVTA is subject to the clean bus regulation. Table 3 shows the total borrowing capacity for all the projects included in the Letter of Interest (LOI).

Table 3: TIFIA application amounts (estimates) and borrowing capacity

Project	Total Project Costs	TIFIA Borrowing Capacity
Maintenance Facility	\$37,780,000	\$18,512,200
Soscol Junction	\$40,000,000	\$8,598,000
Bus Electrification	\$39,900,000	\$19,551,000
Totals	\$117,680,000	\$46,661,200

For a LOI to be approved, a full funding package must be secured. PFAL has been in regular communication with TIFIA’s loan officers in the last few months. TIFIA officials have given NVTA a verbal conditional approval pending the submittal of a LOI, which is the final formal documentation for the loan application to be approved.

Notice of Application to Apply for Debt Financing

Per the Joint Powers Agreement (JPA), the submission of the Letter of Interest will trigger official notice to the City Managers and County Executive Officer. Formal notice via a formal letter to the City/Town Managers and County Executive Officer will be sent notifying the jurisdictions of NVTA's intent to apply for a loan so that City Managers and the County Executive Officer may advise their respective councils/board. As a condition of debt approval, no member agency may withdraw from the JPA once loan documents have been executed thereby requiring agencies to remain in the JPA throughout the indebtedness period.

SUPPORTING DOCUMENTS

Attachments: (1) Draft TIFIA Credit Program Letter of Interest
(2) Draft Letter to City/Town County Executive Managers

TIFIA Credit Program ***Fiscal Year 2016 Letter of Interest Form***

All projects wishing to apply for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance must first submit a Letter of Interest using this revised form. Pursuant to the recently enacted Fixing America's Surface Transportation (FAST) Act, the application process, which includes the submission of Letters of Interest, will be conducted on a rolling basis by the Department of Transportation (DOT). Applicants for Federal credit assistance must complete an acceptable Letter of Interest and meet all eligibility criteria to be permitted to submit a formal application. In the context of a public-private partnership, where multiple bidders may be competing for a concession such that the obligor has not yet been identified, the procuring agency must submit the project's Letter of Interest on behalf of the eventual obligor. DOT will not consider Letters of Interest from entities that have not obtained the legal rights to develop the project.

This revised Letter of Interest form reflects initial changes made to the TIFIA program by the FAST Act. Additional changes may be forthcoming as DOT considers public comments it may receive while continuing to implement the program. To be considered for TIFIA assistance, projects must submit a Letter of Interest that: (i) describes the project and the location, purpose, and cost of the project, (ii) outlines the proposed financial plan, including the requested credit assistance and the proposed obligor, (iii) provides a status of environmental review, and (iv) provides information regarding satisfaction of other eligibility requirements of the TIFIA credit program. Please reference the Notice of Funding Availability posted on March 11, 2016 in the Federal Register. At this time, the TIFIA Program Guide is being updated. Please check the TIFIA website regularly to identify updated program guidance, Letter of Interest, and application materials. Applicants should refer to the TIFIA website often to ensure that the most up-to-date Letter of Interest form is used (file date is included in the footer).

DOT will review each Letter of Interest and may contact project sponsors for clarification of specific information included in the Letter of Interest. DOT will notify project sponsors if DOT determines that their projects are not eligible, or if DOT will not be able to continue reviewing their Letter of Interest until eligibility requirements are addressed. If DOT does not determine a project to be ineligible based on its initial review, DOT will request additional information to supplement the Letter of Interest and complete its eligibility determination. This information may include, among other things, more detailed descriptions of the project, applicant and its organizational structure, the project's readiness to proceed, the project's financial plan (including a financial model), revenue feasibility studies, and financial commitments to the project from sources other than TIFIA. DOT will also request that the applicant provide a preliminary rating opinion letter at this time and the project sponsor will be required to submit a fee to continue the evaluation process. Once the fees have been received, DOT will engage an independent financial advisor to prepare a report and recommendation acceptable in form and substance to DOT. DOT may also engage an independent legal advisor to help complete its evaluation of a project's eligibility.

Except under limited circumstances as described further, the increased demand on TIFIA's resources has led to the discontinuation of the practice of advancing the entire cost of financial and legal advisors engaged to assist DOT in determining a project's creditworthiness and overall eligibility and having those costs reimbursed to DOT after execution of a credit agreement. As such, upon request, project sponsors must pay fees in the amount of \$250,000 before DOT hires financial and/or legal advisors as part of the Letter of Interest review process. These fees are due upon request. Additional fees will be charged after the credit instrument is executed, including additional amounts required to fully cover TIFIA's financial and legal advisory services costs in connection with the evaluation and negotiation of the terms of TIFIA credit assistance for the project. By submitting this Letter of Interest, the applicant certifies that it will pay all required fees. However, for projects having eligible project costs that are reasonably anticipated to be \$75 million or less, the FAST Act provides for the reservation of not less than \$2 million of the TIFIA program's annual funding authority to be used in lieu of the third-party costs charged by DOT. Project sponsors wishing to be considered for this available funding should indicate such in their Letters of Interest.

After concluding its review of each Letter of Interest and related information submitted by the project, along with the independent financial analysis report from DOT's independent financial advisor, DOT will permit sponsors of eligible projects to submit complete applications. DOT will conduct a rolling application process where project sponsors may submit Letters of Interest at any time and DOT will permit project sponsors to apply once a favorable eligibility determination is made.

The boxes below expand as needed to facilitate provision of a sufficient amount of detail to demonstrate to DOT the project's satisfaction of all eligibility criteria. If you have questions regarding completing this form, please contact the TIFIA program office at (202) 366-1059. Please complete all applicable information using this Letter of Interest form and attach this request via email to TIFIAcredit@dot.gov.

A) Describe the Project, Location, Purpose, and Cost of the Project.

1. Describe the project:

The Napa Valley Transportation Authority (“NVTA”) is seeking a **[\$27 million]** TIFIA loan to assist with delivery of two high priority projects:

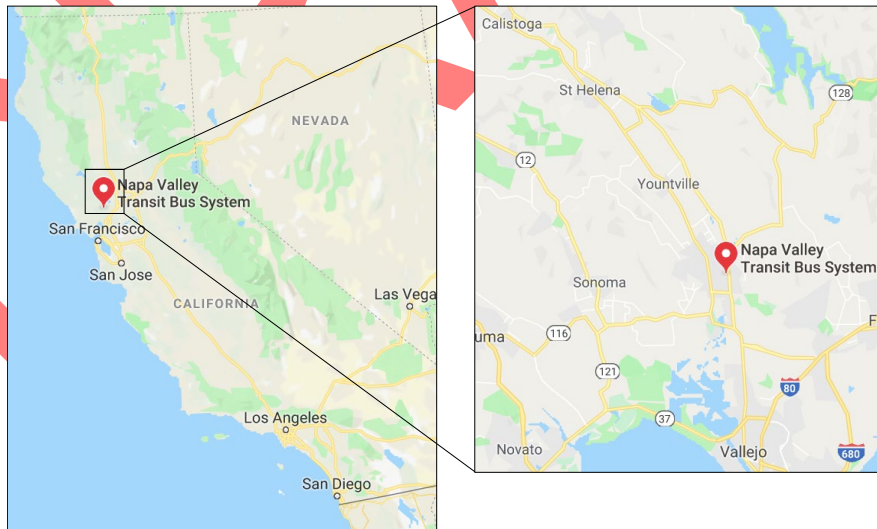
- (1) Vine Transit Bus Maintenance Facility **(\$32.2 million capital cost)**;
- (2) SR 29/SR 221 Soscol Junction Improvement Project **(\$40 million capital cost)**.

This application meets the criteria of the Rural Projects Initiative, so we are seeking 49% of the total capital cost of the two projects in credit assistance.

NVTA is a Congestion Management Agency formed in 1998 as a joint powers authority under California law, by the cities of American Canyon, Calistoga, Napa, St. Helena, the town of Yountville and the County of Napa in California. NVTA serves as the countywide transportation planning agency for the incorporated and unincorporated areas within Napa County and is responsible for programming State and Federal funding for transportation projects★ within the County. NVTA is responsible for coordinating short and long term planning and funding within an intermodal policy framework including highways, streets and roads, transit and paratransit, bicycle and pedestrian network improvements. NVTA’s activities are supported by a variety of funding sources which include:

- Federal Highway Administration Funds
- Federal Transit Administration Funds
- State Programming, Planning, and Monitoring (PPM) Funds
- Transportation Development Act Funds
- State Transit Assistance Funds
- Local Support from Member Agencies
- Various Special and One-Time Grants and Contributions
- Fare revenues collection

NVTA also provides fixed route and on-demand transit services in Napa County including Napa Vine, American Canyon Transit, Calistoga Shuttle, Yountville Trolley, St. Helena Shuttle, and Vine Go paratransit services (“Vine Transit”).



Vine Transit provides safe, affordable and accessible public transportation for all residents and visitors in Napa County. The existing fleet size is **[80]** vehicles. In 2012, NVTA redesigned the Vine Transit system to specifically make transit more responsive and accessible to Napa residents. The new system features more frequent service and more neighborhood routes designed to meet the needs of the average rider. Vine Transit has eight local routes (in the City of Napa), four regional routes

with two inter-county service routes with connections to Solano County, Bay Area Rapid Transit (BART) and the San Francisco ferry terminal in Vallejo.

Vine Transit Bus Maintenance Facility

The NVTA is planning to construct a new Vine Transit Bus Maintenance Facility (“the BMF Project”), which has an expected capital cost of approximately **[\$32 million]** (2019\$). The BMF Project consists of (1) a new bus maintenance and storage facility, (2) an administration office and transit emergency operations building, and (3) a driver training facility. The purpose of the new bus maintenance and storage facility is to replace NVTA’s currently leased facility in the city of Napa, which is deficient for the current needs of the system and does not have sufficient space for daily operation and maintenance of its transit fleet.

The BMF Project will be secured behind locked gates with access limited to Vine Transit and NVTA employees and visitors. The administration office and operations building will be a one-story building up to 30 feet maximum height built to Americans with Disabilities Act (“ADA”) and California Building Code (“CBC”) standards.

Two proposed new parking lots will accommodate approximately 79 public transit vehicles as well as 93 employee and visitor vehicles respectively. Four of the 93 spaces for employee and visitor vehicles will be handicapped accessible spaces, as per Napa County code. Five parking spaces will be provided for electrical vehicle charging. Four spaces will be provided for short-term and six long-term bicycle parking. The new structures and parking lots will occupy approximately 4.86 acres of the project site, including approximately 3.8 acres of parking and circulation areas, 30,252 square feet of building footprint, and 15,880 square feet of landscaping.

The facility is planned to operate 24 hours a day seven days a week, and buses will be primarily operational between the hours of 5:00 AM and 8:00 PM with two routes that operate beyond 9:00 PM returning to the yard between 10:00 PM and 11:00 PM. The evening and late night activity that would occur at the facility would be limited to the maintenance, fueling, and washing of buses.

Below are architectural renderings of the proposed design.



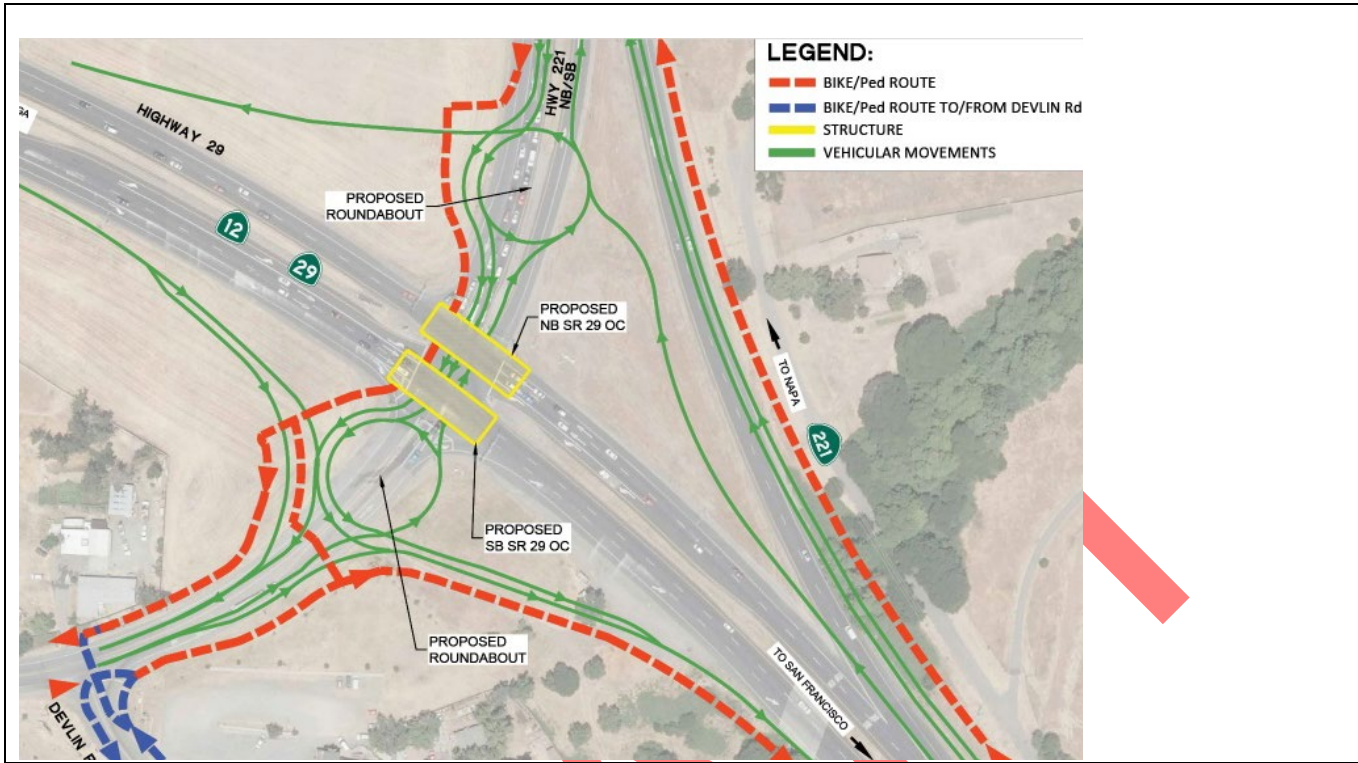
SR 29/SR 221 Soscol Junction Improvement Project

NVTA, in partnership with the California Department of Transportation (“Caltrans”), is planning to reconfigure the existing signal interchange into a full diamond interchange with roundabout intersections located in Napa County, State Route (“SR”) 29 (“the Soscol Project”).

In order to reduce congestion, the Soscol Project will construct a tight diamond interchange with two, four-legged, multi-lane roundabouts, one on either side of the SR 29 freeway. SR 29 will be re-built as an overcrossing just north of the existing intersection with SR 221, minimizing right of way impacts and providing separation between the adjacent high speed SR 29 to SR 221 northbound ramp and the adjacent roundabout entry. The overcrossing ensures that no eastbound and westbound thru traffic on SR 29 is required to traverse the roundabout. The roundabouts will provide access to the following:

- North Roundabout - SR 221/SR 29 NB Ramps
- South Roundabout - SR 221/SR 29 Ramps & Soscol Ferry Road

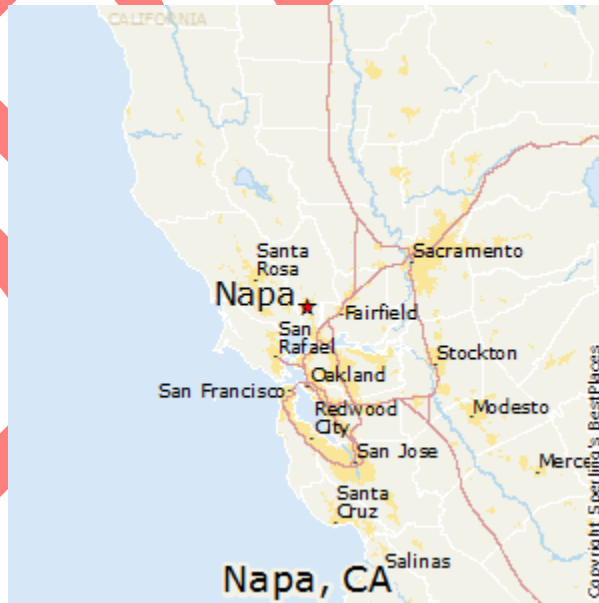
It is anticipated that the alternative will be built in seven stages, however this could change depending on the construction method chosen by the contractor, and take approximately two years. Generally, during all stages of construction, the existing number of lanes on SR 29 and SR 221 will be maintained.



2. Describe the project location:

Vine Transit Bus Maintenance Facility

Napa County is located in the northern San Francisco Bay Area. Refer to the regional map below.



The proposed Project site land is owned by NVTA. It is located at the terminus of Sheehy Court, west of its intersection with Devlin Road and 0.7 mile northeast of the Napa County Airport, in the Napa Valley Gateway Business Park, a 300-acre business park which accommodates a combination of industrial, warehouse and service retail in Napa County, California. The Project site is a vacant unbuilt lot approximately 351,965 square feet (8.08 acres) in total land area, comprised of one



parcel to the north that is 257,004 square feet (5.9 acres) and a smaller parcel to the south that is 94,961 square feet (2.18 acres).

The site is about 15 miles south of the existing facility in the city of Napa. The site is regionally accessible from SR 12 and SR 29.



SR 29/SR 221 Soscol Junction Improvement Project

The existing intersection of SR 29/SR 221 is located within the agricultural context of rural Napa County, and provides primary access to major highways that provide circulation within Napa Valley, such as:

- SR 121 (Silverado Trail) which merges with SR 221 north of the intersection, and
- SR 12, which is combined with SR 29 from the Jameson Canyon intersection to the south, to the SR 12 junction north of the subject intersection.

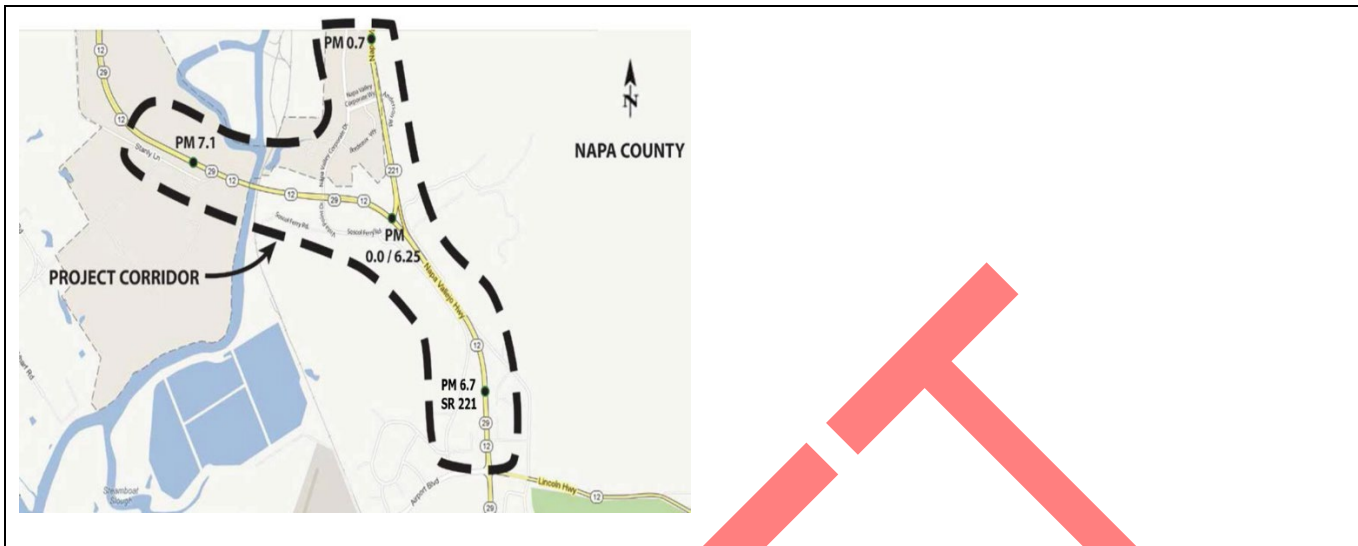
Roadways that provide the primary vehicle circulation within the general vicinity of the intersection of SR 29 and SR 221 include Soscol Ferry Road and Devlin Road. The following brief descriptions present characteristics unique to the roadways providing access to the intersection of SR 29 & SR 221.

SR 29 is a four-lane, divided rural throughway that traverses Napa Valley in the north-south direction between the limits of Interstate 80 (southern limit), and SR 20 in Upper Lake (northern limit). As a major rural highway, SR 29 provides circulation between the townships of Yountville, Oakville, Rutherford, St. Helena, and Calistoga, which are noteworthy destinations within Napa Valley’s renowned Wine Country. Within the vicinity of the project intersection, SR 29 runs in the east-west direction and operates at a posted speed limit of 60 mph. SR 29 forms the east and west legs of the study intersection. SR 29 is a Terminal Access Route for Surface Transportation Assistance Act (STAA) trucks.

SR 221 is a four-lane, divided rural throughway that traverses Napa Valley in the north-south direction, between the limits of Imola Avenue (northern limit) and SR 29 (southern limit). As SR 221 runs parallel to the SR 29, this rural arterial provides an alternate route to obtaining direct access to the City of Napa. SR 221 forms the north leg of the study intersection, and operates at a posted speed limit of 55 mph. SR 221 is a Terminal Access Route for STAA trucks.

Soscol Ferry Road is a two-lane rural collector that traverses unincorporated Napa County in the east-west direction. This roadways provides circulation within the rural unincorporated community of Thompson. Soscol Ferry Road forms the south leg of the study intersection.

Devlin Road is a two-lane rural collector that traverses unincorporated Napa County primarily in the north-south direction. This roadway provides access to industrial and office land-use types located within the unincorporated communities of Thompson and Middleton. Devlin Road intersects Soscol Ferry Road approximately 500 feet south of the intersection of SR 29 & SR 221. Devlin Road also provides Class II bicycle facilities along both the easterly and westerly sides of the roadway. The purpose of the proposed project is to alleviate congestion, improve operations, and enhance safety for all modes at the SR 221 and SR 29 intersection.



3. Describe the project's purpose, including quantitative and qualitative details on public benefits the project will achieve:

Vine Transit Bus Maintenance Facility

The purpose of the Project is to replace the existing bus maintenance facility. The existing facility was designed as a city corporation yard and is unable to handle existing needs or future growth. The existing facility services [80] vehicles at present and takes up every square inch of the yard. Based on a one percent annual growth rate the fleet is expected to grow to 97 buses in 20 years, some of which will be stored in the smaller jurisdictions they serve. The existing facility has an insufficient number of service bays and has no parking for visitors or employees. The existing facility is significantly undersized for the fleet currently stored there leading to suboptimal practices and the 60 employees on-site at any given time driving the local streets in search of parking. The site services a mix of bus types: 40 foot, 35 foot and 28 foot fixed route vehicles, as well as a mix of smaller paratransit vehicles that serve 1.15 million passengers per year.

The administrative facilities are undersized and are housed in temporary trailers and no facilities that can accommodate driver meetings and trainings. There are too few service bays for the fleet. A list of major deficiencies are noted in the table below from the 2013 Kimley Horn consultant feasibility study.

In summary, the current overcrowding, lack of sufficient number of service bays and the recent expansion of transit service are compelling evidence of the need for a new facility.

Major Deficiencies	Issue	National Standards
Fleet Parking Patterns	Buses are backed out and parked nose-to-tail	Pull-through parking
Service Bay Ratio	Over 20 buses per Bay	12 buses per Bay
Number of Bays	2.5 existing	8 service bays and 2 optional bays
Fueling Lanes	Not on site: the fleet is fueled at retail vendors	50 buses per lane

A summary of the Project benefits is shown below:

- Supports and encourages the use of transit throughout Napa County
- Address the existing growing needs and add future transit fleet capacity to address year [2040] goals
- Provide parking for visitors and/or employees
- Provide more space for bus maintenance with easier access and egress
- Improve operational efficiencies and safety of fleet management
- Meet ADA requirements



- Provide 1MW photovoltaic system
- Incorporate environmentally sustainable materials using LEED principles
- Incorporate medium voltage electric service and conduit for future chargers for up to 87 electric vehicles

SR 29/SR 221 Soscol Junction Improvement Project

Napa County attracts more than five million visitors annually. Coupled with population growth in Solano and Sonoma counties, SR 29 and 221 have become major interregional highways serving residents, visitors, workers and freight. Annually commuters endure up to 225 hours of delay in the morning and 630 hours of delay in the evening at Soscol Junction due to congestion.

Congestion at Soscol Junction has worsened over time, fueled in part by tourism, population growth and economic development. Housing production is not keeping pace with the creation of new jobs in Napa. Consequently, Napa’s workers commute in from adjacent counties contributing to the traffic issues.

The existing highway configuration cannot accommodate the current traffic volumes – volumes that are likely to grow in the future.

The signalized intersection of SR 29/SR 221 is currently experiencing traffic congestion during a.m. and p.m. peak periods and is operating at or near capacity. Peak hour traffic volumes in both the AM and PM on SR 29 and SR 221 are expected to increase by the year 2045. These traffic volumes will be significantly higher than the capacity of the existing intersection.

The Soscol Junction project is a crucial step in relieving future traffic congestion.

The Soscol Junction project will alleviate congestion and improve operations at the SR 29/221/Soscol Ferry Road intersection in south Napa County, as well as accommodate bicyclists along the busy corridor. The new corridor includes two roundabouts — one on SR 221 north of SR 29 and the other on Soscol Ferry Road south of SR 29. The roundabouts will accommodate turning movements on and off the highways.

4. Provide the estimated capital cost of the project:

Vine Transit Bus Maintenance Facility

The estimated capital construction cost for the BMF Project is **[\$32.2 million]**. The Capital cost estimates for the Project are based on 100% design. NVTA intends to procure the construction of the Project through a traditional design-bid-build public procurement approach. The land and right-of-way is owned by NVTA and the purchase is complete. To date \$5.6 million has been spent to pay for land cost, environmental review, preliminary and final design, and appraisal.

SR 29/SR 221 Soscol Junction Improvement Project

The estimated capital construction cost for the Soscol Project is **[\$40 million]**. Since the project footprint will stay inside the existing right of way, no right of way acquisition will be needed, in addition no Temporary Construction Easements (TCE) are required from property owners.

Total estimated cost for both projects is **[\$72.2m]**.

5. Provide the design features, development schedule, and other relevant descriptions of the project:

Vine Transit Bus Maintenance Facility

Proposed design includes;

- Quality 28,000 sq. ft. facility with a **[40 year]** design life
- Includes six service bays, chassis wash, paint and body bay and a modern bus wash
- Driver training center and meeting space so that staff briefings occur efficiently



- Transit Emergency Operations Center, which includes back up power for essential services for 72 hours. This is essential given the recent evacuations performed by the Vine bus fleet during the October 2017 wildfires.
- Ample parking for transit vehicles, employees and visitors
- 1MW photovoltaic power generation system that will provide all of the buildings with power as well as charge up to three electric buses

Schedule

Feasibility Study	December 2013
Lot purchase	September 2016
Architecture/Engineering NTP	August 2017
CEQA Environmental Impact Report	January 2018
Construction Management NTP	November 2018
NEPA Categorical Exclusion	June 2018 (expected)
Project Bid	[August 2019]
Bid Responses Due	[October 2019]
Construction Bidder Selection	[October 2019]
Construction Start	[November 2019]
Construction Complete	[April 2021]
Facility In-Service	[Spring 2021][A1]

SR 29/SR 221 Soscol Junction Improvement Project

In order to reduce congestion, the Soscol Project will construct a tight diamond interchange with two, four-legged, multi-lane roundabouts, one on either side of the SR 29 freeway. SR 29 will be re-built as an overcrossing just north of the existing intersection with SR 221, minimizing right of way impacts and providing separation between the adjacent high speed SR 29 to SR 221 northbound ramp and the adjacent roundabout entry.

To aid pedestrian and bicycle circulation in the vicinity of the roundabouts, a 10 foot minimum shared use path is provided along the northern side of SR 221/Soscol Ferry Road. The shared use path is separated from vehicular traffic by placing a minimum 5 foot wide landscape buffer and will be constructed to conform to a future shared use path constructed by the City of Napa with connection to Corporate Way along the western side of SR 221. Pedestrian crossings are shown a minimum of one car length from the circulatory roadway, and the pedestrian refuges at the splitter islands are at least 6 feet wide, which are consistent with National Cooperative Highway Research Program (NCHRP) Report 672 entitled "Roundabouts: An Information Guide, 2nd Edition". The shared-use path conveys both pedestrian and bicycle traffic through the intersection. The path provides the opportunity for cyclists to exit the bicycle lane via a bicycle ramp and navigate the intersection on the shared-use path and through the crosswalks. As an alternative to taking the shared-use path, cyclists are also given an option to exit the bicycle lane and entering the roadway to ride with vehicle traffic through the roundabout. Crosswalks are split into two separate crossings through the provision of pedestrian refuges at the splitter islands. These two-stage crossings reduce the amount of sustained time a pedestrian is in potential conflict with motorized vehicles by limiting the length of each crossing and limiting each crossing to one direction of vehicle travel at a time.

The roundabouts have also been designed to allow for STAA trucks to maneuver into and out of the new intersections. A mountable truck apron around the perimeter of the central island has also been provided to accommodate the additional width needed for trailer tracking. The passage of large emergency vehicles through the roundabouts is the same as for other large vehicles and may periodically require use of the mountable apron. Fire vehicles do not require preemption to navigate the roundabouts. The additional circulating road width also provides for by-pass of stopped or disabled traffic, simplifying passage by emergency vehicles.

Schedule

Design Start	Spring 2020
Design Complete	Spring 2021
Construction Start	September 2022
Construction Complete	September 2024
Facility In-Service	Fall 2024[A2]



B) Outline the Proposed Financial Plan, including the Requested Credit Assistance.

1. Detail the plan of finance in sufficient detail to assist the DOT in its creditworthiness assessment:

The NVTA’s credit is rated A2/A- by Moody’s and S&P, respectively. The justification for these good credit ratings includes: very low industry risk and competition; extremely strong economic fundamentals, stemming from good population growth and very strong employment growth in Napa County; strong market position with very strong ridership growth; strong history of support from the State of California.

NVTA is pledging its full faith and credit to repay debt service on the TIFIA loan. The NVTA’s three largest sources of revenue available to make timely debt service payments include:

- (1) Transportation development act funds (TDA)
- (2) State Transit Assistance (STA) generated by the sales tax on diesel fuel
- (3) Membership contributions.

Currently we anticipate that the Projects will be funded from a combination of the following sources:

- *Federal funding:* FTA 5339 Formula, BUILD Grant, State Transportation Improvement Program;
- *State funding:* SB1 Local Partnership Program;
- *Local funding:* STA; Regional Measure 3, Developer fees;
- *TIFIA loan* - The share of requested TIFIA credit assistance for both projects will be approximately [38%] of eligible costs at the rural credit rate. The current estimated level of eligible costs is [\$72.2 million].

The table below summarizes the composition of the TIFIA eligible project costs considered for this project.

		Bus Maintenance Facility	Soscol Project	Total
Total Project Costs	(\$000s)	32,180	40,000	72,180

Combined TIFIA loan and other federal assistance amounts to [77%] of total eligible costs.

2. Detail the sources and uses of funds:

The table below provides an assumed capital structure based on the preliminary financial plan.



		Bus Maintenance Facility	Soscol Project	Total
Total Project Costs	\$000s	32,180	40,000	72,180
Funding Sources				
Federal Funding				
FTA: 5339(a) Formula	\$000s	526		526
FTA: 5339(b) Bus and Bus Facilities	\$000s	-		-
BUILD Grant			10,000	10,000
STIP	\$000s	4,100	13,881	17,981
State Funding				
SB1 Local Partnership Program	\$000s	1,100	-	1,100
Local Funding				
STA	\$000s	43		43
RM3	\$000s	7,899	5,340	13,239
Developer Fees	\$000s		2,181	2,181
Financing				
TIFIA Loan	\$000s	18,512	8,598	27,110
TOTAL		32,180	40,000	72,180
TIFIA Assistance	%	58%	21%	38%
Total Federal Assistance	%	72%	81%	77%

The requested TIFIA Loan amount of **[\$27 million]** is based on **[38%]** of total eligible costs for both projects.

Definitions of sources of funds:

FTA 5339 Formula: The Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants.

BUILD Grant: The Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grants, Congress has dedicated nearly \$7.1 billion for ten rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact.

SB1 Local Partnership Program: The Road Repair and Accountability Act of 2017 (Senate Bill 1) created the Local Partnership Program, which is modeled closely after the Proposition 1B State Local Partnership Program. The purpose of this program is to provide local and regional transportation agencies that have passed sales tax measures, developer fees, or other imposed transportation fees with a continuous appropriation of \$200 million annually from the Road Maintenance and Rehabilitation Account to fund road maintenance and rehabilitation, sound walls, and other transportation improvement projects.

STA funding: State Transit Assistance, or STA, funds are generated by the sales tax on diesel fuel. Operators have full discretion over the use of most of STA apportioned to them. Funds may be used by transit operators for both capital projects and transit operations.

RM3 funding: To help solve the Bay Area's growing congestion problems, MTC worked with the state Legislature to authorize a ballot measure that would finance a comprehensive suite of highway and transit improvements through an increase tolls on the region's seven state-owned toll bridges. Senate Bill 595 (authored by Sen. Jim Beall of San Jose) was passed by the Legislature and signed into law by Gov. Brown in fall 2017.

Toll revenues will be used to finance a \$4.45 billion slate of highway and transit improvements in the toll bridge corridors and their approach routes.



Developer Fees: Funds from private developers to develop property adjacent to the Soscol project.

3. Type of credit assistance:
Borrower: NVTA
Issue: TIFIA Loan
Maximum principal amount: [\$27 million]
Closing Date: [December 2019]
Principal Payment Schedule: [Amortization to begin in 2030 - five years following substantial completion of both projects.]
Final Maturity: [2059]

4. Amount of credit assistance sought from DOT:
This Project is eligible for the Rural Project Initiative. NVTA is seeking 49% of eligible project costs and a fee assistance waiver.

5. Provide a rationale for the amount of TIFIA credit assistance requested, as a percentage of reasonably anticipated eligible project costs (e.g., a project sponsor can demonstrate that traditional sources of financing are not available at feasible rates without the TIFIA assistance, or that the costs of traditional financing options would constrain the sponsor's ability to deliver the project, or that delivery of the project through traditional financing approaches would constrain the sponsor's ability to deliver a group of related projects, or a full capital program):
NVTA does not have an existing debt program, but it does have an Issuer Credit Ratings in 2018 of 'A2' and 'A-' from Moody's and S&P, respectively. TIFIA credit assistance provides the structural flexibility of a subordinated loan while providing cost effective and an efficient use of the capital structure for NVTA, rendering it critical in the overall capital structure that will be utilized to finance the Project. The TIFIA loan will be structured to receive an investment grade rating from rating agencies.
These Projects are not feasible without a TIFIA loan. The TIFIA loan allows NVTA to access a fixed rate, fully amortizing structure that eliminates refinancing risks at favorable rates, allows for the capitalization of interest during construction, and provides a flexible debt structuring as TIFIA loan payments can be split into scheduled and mandatory tranches. NVTA understands that U.S. DOT's policy for rural TIFIA credit assistance allows up to 49% of eligible project costs and provide a fee assistance waiver. Without TIFIA credit assistance, the affordability of the Projects to NVTA will be severely impaired and Project delivery will be significantly delayed.

6. Explain the flexibility in the financial plan to finance the project with a reduced percentage of TIFIA credit assistance:
As noted above, TIFIA credit assistance is irreplaceable in the plan of finance for the Projects, as it offers low cost borrowing, a long and flexible debt tenor, and debt service prepayment flexibility. As such, a reduced amount of TIFIA credit assistance would challenge the financial viability and affordability of the Projects. A reduced percentage of TIFIA credit assistance could also require reductions in the project scope or delay the Projects, which will jeopardize the Projects' viability and ability to deliver the benefits stated previously.

7. Description of revenue source(s) pledged to repayment:
NVTA, with a catchment area population of 142,417 as of 2016, has had good population and employment growth in recent years. Population growth from 2011 to 2016 was about 3.2%, while employment growth during the same period was 15.4%. The county's economy is famously concentrated in wine production and tourism, but the county is also well integrated into the large and diverse San Francisco Bay Area economy. Income levels are above average - county per capita personal income



in 2016 was \$65,805, 134% of the US average and 117% of the state average. The fires in late 2017 disrupted the tourism industry, but, by all indications, tourism has fully recovered and rebuilding of damaged property is having a positive economic impact.

NVTA is pledging its full faith and credit to repay debt service on the TIFIA loan. The NVTA’s three largest sources of revenue available to make timely debt service payments include:

- (1) Transportation development act funds (TDA)
- (2) State Transit Assistance (STA) generated by the sales tax on diesel fuel
- (3) Membership contributions.

TDA Funds

TDA funds consist of the authority's share of a quarter-cent statewide sales tax. It is the authority’s largest revenue source. In the period from 2013 to 2018 historical average committed to capital expenditure averaged **[\$2.45 million]**. TDA funds that are not spent within the fiscal year they are drawn must either be returned to the Napa County Local Transportation Fund (LTF; trust account for TDA) or designated as advances for a specific project. Funds returned to the LTF become available to NVTA again in the subsequent fiscal year.

STA Funds

STA funds are generated by the sales tax on diesel fuel. According to MTC Resolution No. 4360. FY 2019-20 Fund Estimate, **[\$1.8m]** of STA funds has been allocated to Napa County for fiscal year 2019-20.

There is no sunset date on this source of funding and it is assumed these revenues will flow in perpetuity.

Operators have full discretion over the use of TDA and most of STA apportioned to them. Funds may be used by transit operators for both capital projects and transit operations.

Membership contributions

Membership fees from NVTA’s constituent governments are a new annual revenue stream which is scheduled to commence in **[July 2019]**. It is estimated to bring additional **[\$250,000]** annually which will be available for debt service payments.

Amortized over 30 year period, TIFIA annual debt service is estimated at approximately **[\$1.1 million]**. The amount of revenue (net of operating expenses) available for debt service in 2019 is estimated at approximately **[\$4 million]**. This provides sufficient funds with a healthy cushion to repay debt service on the TIFIA loan.

8. Address the status of any revenue feasibility studies:

Not applicable.

C) Status of Environmental Review.

1. Summarize the status of the project’s environmental review:

Vine Transit Bus Maintenance Facility

The NVTA, as sub-grantee, and the Metropolitan Transportation Commission (“MTC”) as grantee have received a NEPA Categorical Exclusion (“CE”) for the project under 23 CFR 771.118(c)(9).

SR 29/SR 221 Soscol Junction Improvement Project

Environmental clearance for the Soscol Project is expected to be finalized in September 2019. Final design is scheduled to be approved in spring 2020.



2. Discuss whether the project has received a Categorical Exclusion, Finding of No Significant Impact, or Record of Decision or whether a draft Environmental Impact Statement has been circulated:

The CE for the BMF Project has been approved by FTA on June 19, 2019.

D) Information Regarding Satisfaction of TIFIA Eligibility Requirements.

Please demonstrate the following:

1. Creditworthiness:

a. Ability to satisfy applicable creditworthiness standards:

The TIFIA loan will be secured by funding sources and revenues controlled by NVTA. NVTA has Issuer Credit Ratings in 2018 of ‘A2’ and ‘A-’ from Moody’s and S&P Global, respectively.

b. Rate covenant, if applicable:

Rate covenants consistent with other US transit systems transactions will be established to ensure revenues are sufficient to meet the Project’s debt service obligations.

c. Adequate coverage requirements to ensure repayment:

The loan will be secured by revenues of the transit fund, which includes farebox revenue, and state and federal capital and operating subsidies. To ensure repayment of project debt, the proposed TIFIA loan will be sized and structured to produce adequate coverage of debt service payments.

d. Ability to obtain two investment grade ratings on senior debt: two ratings on the TIFIA debt (investment grade if senior); if project costs are less than \$75 million only one rating on the senior debt and the TIFIA debt are needed):

The following Issuer Ratings have been assigned to NVTA:

- Moody’s Investors Service ‘A2’ (April 30, 2018)
- S&P Global Ratings ‘A-’ (May 30, 2018)

The issuer rating represents the rating that would be assigned to any bonds secured by the revenues of the NVTA.

2. Foster partnerships that attract public and private investment for the project:

Vine Transit Bus Maintenance Facility

NVTA has a long term contract and incentivized partnership with Transdev Service Inc., an independent private firm that operates the Vine Transit services on a turn-key basis and provides routine maintenance to the Project. NVTA had a successful track record with Transdev (known as Veolia until a recent merger) for 28 years before the formation of NVTA. The current contract term is for five years, with a two year extension option. The current contract commenced in 2016.

Transdev is one of the largest private providers of multiple modes of transportation in North America. Transdev is part of a global company operating in 20 countries on six continents.

Transdev is incentivized to provide innovative investments, such as technology not already owned and operated by NVTA and innovative dispatching methods which can enhance the quality and level of service for citizens, businesses, and visitors of Napa County, while focusing on maximizing ridership, coverage, and efficiencies. The services provided by Transdev are the local fixed route and regional commuter express bus routes, complementary paratransit, on-demand dial-a-ride service, customer service/ticket sales at the Soscol Gateway Transit Center (SGTC), vehicle maintenance, and routine facility



maintenance at the SGTC, and operations and maintenance of the existing bus maintenance facility at 720 Jackson Street in the City of Napa, two (2) park and ride lots located in Napa and Yountville, and approximately 321 bus stops throughout Napa County.

For the BMF Project, Transdev or its successor will be responsible for the operation and maintenance of the facility. TransDev as the current NVTA transit operating is contractually responsible for operations and maintenance of the existing transit maintenance facility and the Transdev or its successor will be contracted for these services at the new facility. [XXX].[A3]

SR 29/SR 221 Soscol Junction Improvement Project

[NVTA to provide]

3. Enable the project to proceed at an earlier date or reduced lifecycle costs (including debt service costs):

Vine Transit Bus Maintenance Facility

Without a TIFIA loan, this Project will be delayed by at least [5] years as NVTA accumulates the funds necessary to pay for construction costs.

SR 29/SR 221 Soscol Junction Improvement Project

Without a TIFIA loan, this Project will be delayed by at least [5] years as NVTA accumulates the funds necessary to pay for construction costs.

4. Reduce the Contribution of Federal Grant Assistance for the Project:

N/A.

5. Construction contracting process can commence no more than 90 days from execution of a TIFIA credit instrument:

Vine Transit Bus Maintenance Facility

NVTA has spent \$5.6 million so far to prepare and ready the Project to commence construction. Currently the design is at [90%] completion. Construction is scheduled to commence in Q2 2019.

SR 29/SR 221 Soscol Junction Improvement Project

The primary delay with this Project is in the availability of funding sources to pay construction costs. Once sufficient funding is available the Project's contractor will be procured.

E) Project Participants.

1. Name of Applicant/Borrower:

Applicant: Napa Valley Transportation Authority

Borrower: Napa Valley Transportation Authority

2. Overall Organizational Structure:



NVTA, formerly known as the Napa County Congestion Management Agency and Napa County Planning and Transportation Agency, was formed on September 3, 1998, under a Joint Powers Agreement to provide coordinated, continuous, and comprehensive transportation planning for the County of Napa (the County) and the cities of the County. NVTA consists of six member agencies with the voting power of each in parenthesis: the Cities of American Canyon (4), Calistoga (2), Napa (10), and St. Helena (2); the Town of Yountville (2); and the County (4). NVTA is charged with coordinating short and long-term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle path improvements.

The work program for the activities of NVTA is defined by the Board of Directors (“the Board”) made up of elected officials from the respective member agencies and a member of the Paratransit Coordinating Council (“PCC”). The PCC member is ex-officio and does not have a vote.

Congestion Management Agencies were created through the passage of Proposition 111 by California voters in 1990. Proposition 111 added 9¢ per gallon to the state fuel tax to fund local, regional and state transportation projects and services. It also required urban counties to designate a congestion management agency, whose primary responsibility is to coordinate transportation planning, funding and other activities in a congestion management program.

NVTA’s Joint Powers Agreement was amended effective January 1, 2001, to facilitate the consolidation of transit planning and to allow transfer of Transportation Development Act (TDA) funds directly to NVTA as claimant for transit use to the extent allowed by TDA regulations. The amendment enables NVTA to claim all TDA funds under Articles 4, 4.5, and/or 8 of Chapter 4 of the Public Utilities Code apportioned within the County by the Bay Area Metropolitan Transportation Commission. NVTA is authorized to claim all apportionments to transit services on behalf of the jurisdictions of the County.

In January 2007, the agreement was amended further to change NVTA’s name from Napa County Congestion Management Agency to Napa County Transportation and Planning Agency. In February 2016, the name was changed to the Napa Valley Transportation Authority.

Beginning July 1, 2001, NVTA began administering all transit-related activities on behalf of the Cities of Calistoga, Napa, and St. Helena; the Town of Yountville; and the County. Effective July 1, 2006, NVTA assumed direct management of American Canyon Transit.

The NVTA is considered a primary government since it has a separate governing body, is legally separate, and is fiscally independent of other state and local governments. NVTA is not subject to income tax.

The NVTA's goals, duties and composition make it easier for local governments to tackle the increasingly complex problem of traffic congestion.

3. If applicable, detail how the project meets the FAST Act’s definition of a rural infrastructure project (a surface transportation infrastructure project with eligible project costs greater than \$10,000,000, but not to exceed \$100,000,000, and located in an area that is outside of an urbanized area with a population greater than 150,000 individuals, as determined by the Bureau of the Census.):

The US Census Bureau Population estimates the population of Napa County, California as of July 1, 2017 to be 140,973 people, therefore, eligible for rural credit assistance.

4. What entity (i.e., public-sector agency/authority or private-sector company) will serve as the applicant?

Napa Valley Transportation Authority is the applicant.



5. Will the applicant and the borrower be the same entity? Who are the members of the project team?

Vine Transit Bus Maintenance Facility

The applicant is the Napa Valley Transportation Authority.

Architect.

Stantec

Civil and Structural Engineers.

Kimley Horn

Industrial Engineers.

MDG

Electrical Engineers.

Aurum

Mechanical and Plumbing Engineers.

Axion

Geotechnical Engineers

PARIKH

[Pending], Construction Team.

To be determined following RFP process in 2019.

Transdev Service Inc., Bus Service Providers & Building Operators.

Transdev is one of the largest private provider of multiple modes of transport in North America. Transdev is part of a global company operating in 20 countries on six continents.

Project Finance Advisory, Ltd., Financial Advisor to NVTA

Project Finance Advisory, Ltd. ("PFAL") is an independent financial advisory firm that specializes in developing and implementing financial solutions for infrastructure and real estate projects. The unique service that it provides to its public and private sector clients is agnostic financial advice that incorporates design, engineering, and construction considerations.

SR 29/SR 221 Soscol Junction Improvement Project

[NVTA to provide]

Financial Advisor to NVTA

Project Finance Advisory, Ltd.

6. Project Website or Applicant/Borrower Website:

<http://www.nvta.ca.gov/vtbfm>

<https://www.nvta.ca.gov/soscol-junction>

F) Other Information.

Briefly discuss any other issues that may affect the development and financing of the project, such as community support, pending legislation or litigation:

None.



Empty rectangular box

G) Inclusion in Transportation Plans and Programs.

Is the project consistent with the State Transportation Plan and, if applicable, the metropolitan plan and is the requested TIFIA amount reflected in such plan?

No Yes Not applicable

Please briefly elaborate:

[NVRTA is in the process of including the Project in the STIP. This is expected to be finalized in 2019.]

H) Readiness to Apply.

Is the project prepared to submit an application within a short timeframe after receiving an invitation from DOT?

No Yes Unsure

What factors could impact this timetable or the applicant's ability to provide all required information?

None.

I) Additional Information.

Please provide any other additional information necessary:

None.

J) Key Contact Person.

Identify a key contact person with whom all communication should flow:

Name: Victoria Taylor
Title: President & CEO
Street Address: 16a Funston Ave
City/State: San Francisco, CA 94129
Phone: (415) 580-5202
Fax: (866) 647-0864
E-mail: Victoria.taylor@pfalimited.com

K) Additional information requested.

DUNS:

Project Location:

State: California

County: Napa County

City: City of Napa

Congressional Districts Impacted by the Project: CA 5th District

Type of Jurisdiction (e.g., rural, urban): Rural



Fiscal Year 2016 Letter of Interest Form

Fees. Except under limited circumstances as described further, the increased demand on TIFIA’s resources has led to the discontinuation of the practice of advancing the entire cost of financial and legal advisors engaged to assist DOT in determining a projects creditworthiness and overall eligibility and having those costs reimbursed to DOT after execution of a credit agreement. As such, upon request, project sponsors must pay fees in the amount of \$250,000 before DOT hires financial and/or legal advisors as part of the Letter of Interest review process. These fees are due upon request. Additional fees will be charged after the credit instrument is executed, including additional amounts required to fully cover TIFIA’s financial and legal advisory services costs in connection with the evaluation and negotiation of the terms of TIFIA credit assistance for the project. For projects that enter credit negotiations, the undersigned further certifies a transaction fee will be paid at closing or, in the event no final credit agreement is reached, upon invoicing by the DOT, in the amount equal to the actual costs incurred by the DOT in procuring the assistance of outside financial advisors and legal counsel. This fee is due whether or not the loan closes.

*Note: For projects having eligible project costs that are reasonably anticipated to be \$75 million or less, the FAST Act provides for the reservation of not less than \$2 million of the TIFIA program’s annual funding authority to be used in lieu of the third-party costs charged by DOT. Project sponsors wishing to be considered for this available funding should indicate this in their Letters of Interest, **though the undersigned further certifies its acknowledgment that DOT cannot guarantee that funds will be available to satisfy such a request.***

Debarment. The undersigned certifies that it is not currently, nor has it been in the preceding three years: 1) debarred, suspended or declared ineligible from participating in any Federal program; 2) formally proposed for debarment, with a final determination still pending; 3) voluntarily excluded from participation in a Federal transaction; or 4) indicted, convicted, or had a civil judgment rendered against it for any of the offenses listed in the Regulations Governing Debarment and Suspension (Governmentwide Nonprocurement Debarment & Suspension Regulations: 49 C.F.R. Part 29).

Default/Delinquency. The undersigned further certifies that neither it nor any of its subsidiaries or affiliates are currently in default or delinquent on any debt or loans provided or guaranteed by the Federal Government.

Signature: By submitting this Letter of Interest, the undersigned certifies that the facts stated herein are true, to the best of the applicant’s knowledge and belief after due inquiry, and that the applicant has not omitted any material facts. The undersigned is an authorized representative of the applicant.

Submitted by:

Applicant/Borrower Name _____

Title _____

Organization _____

Date _____

Please attach any relevant documents (e.g., maps, organization charts, etc.).



NAPA VALLEY TRANSPORTATION AUTHORITY

July 17, 2019

ATTACHMENT 2
NVTA Agenda Item 12.4
July 17, 2019

[City/Town Manager/CEO]
[Address]
[City, CA, 94XXX]

RE: Notice of Transportation Infrastructure Finance and Innovation Act Letter of Interest Submittal to the Build America Bureau

Dear City/Town Managers and County Executive Officer,

As you are aware, the Napa Valley Transportation Authority (NVTA) has taken several steps in the last few months assembling a financial package for the construction of a new Vine Transit Maintenance, Operations, and Administration Facility. This letter is to provide official notice of NVTA's intent to submit an application for debt financing to the Transportation Infrastructure Finance and Innovation Act (TIFIA). Staff has been working diligently to assemble the funding for the \$32.18 million construction portion of the project. Since the project's inception, it was known that available grant fund sources would not cover the entire scope and a portion of the project cost would need to be financed.

At its July 17, 2019 meeting, the Board directed staff to submit a Letter of Interest (LOI) to the Build American Bureau- a division of the U.S. Department of Transportation which oversees the TIFIA credit program. Two additional projects will be added to the application: Soscol Junction and Bus Electrification. The purpose of this bundled loan arrangement is to ensure that there is a way to *reimburse* the highway projects funded with the State Transportation Improvement Program (STIP) funds should other fund sources not come to fruition for critical highway projects and to take advantage of clean energy grants that would not otherwise be available to NVTA when the Vine is subject to zero emission bus requirements.

The recently revised and updated Joint Powers Agreement (JPA) between NVTA and member agencies includes noticing of NVTA's intent to assume debt. Any acceptance and assumption of debt by NVTA from a third party provider compels the member jurisdictions to remain in the JPA throughout the life cycle of the debt instrument until all obligations have been paid in full.

If you would like to discuss this matter further, please contact me or NVTA Director of Finance, Antonio Onorato at 707-259-8779 or anonorato@nvta.ca.gov with any questions.

Sincerely,

Kate Miller
Executive Director



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director, Administration, Finance, and Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov
SUBJECT: Resolution No. 19-12 Disposing of Non-Performing Assets with Federal Interest

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board: (1) Declare certain capital assets as non-performing, and (2) Approve Resolution No. 19-12 (Attachment 1) Authorizing the disposal of fixed asset property items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

OTHER OPTIONS FOR CONSIDERATION

Option #1: That the Board approve the disposition of assets.

Option #2: That the Board delay disposition of the assets and consider additional funding to improve performance with low probability of functioning performance.

Option #3: Continue to store the vehicles in their current non-working condition.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Eight gasoline/electric hybrid New Flyer buses were purchased in 2009 and 2010 with ISE drive propulsion systems. Shortly after purchase, the vehicles were plagued with power losses and involuntary shut downs causing significant safety concerns. After numerous attempts and several hundred thousand in additional investment to correct the deficiencies in the last few years, the buses have suffered critical failures and cannot be maintained without additional infusion of funding. Staff has concerns that additional

investment will not result in improved performance and is recommending that the buses be early retired. Staff recommends the Board declare New Flyer Buses 154, 155, 156, 157, 158, 159, 160, and 161 as non-performing assets prior to the end of its useful life of twelve years and to dispose the assets per NVTA policy and Federal Transit Administration (FTA) requirements.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. On an accounting basis, a charge of \$1,051,327 would be posted in the Transit Fund as a realized loss. However, the fair market value of the vehicles would be \$0 or negligible since they are non-performing assets.

Purchase price of the vehicles:	\$4,677,328
<u>Accumulated depreciation:</u>	<u>\$3,626,001</u>
Fiscal Impact (Loss):	(\$1,051,327)

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Goal 3 - Use taxpayer dollars efficiently

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

In 2008, the NVTA Board approved for the Executive Director at the time to enter into a piggyback agreement with Montebello Bus Lines to acquire eight New Flyer Industries gasoline/electric hybrid buses. Four buses were funded with a combination of Transportation for Clean Air (TFCA), FTA, Transportation Development Act (TDA), and Proposition 1B grants and the last four buses were 100% funded with federal American Recovery and Reinvestment Act funds. Four buses were delivered in 2009 and another four were delivered in 2010.

Soon after delivery, the new buses were experiencing breakdowns with the propulsion drive system manufactured by ISE Corp. Frequently, the buses would stall in

intersections making the buses a major safety hazard for riders and drivers. At the time, New Flyer and ISE worked with Transdev staff to resolve the issues since the vehicles and engine were still under the manufacturer's warranty. However, in 2012, ISE Corp filed for bankruptcy protection cancelling the warranty and any support for the continued involuntary shutdowns.

At its February 20, 2013 meeting, the Board approved \$203,431 for training and maintenance to improve the performance of the New Flyer buses. At the time, the performance of the New Flyer fleet had improved significantly, but reliability was still an issue and power loss continued on nearly all the vehicles.

Recently, Transdev informed staff the buses were no longer operational and cannot be serviced without a significant infusion of resources. Even if additional resources are dedicated, the drive system will continue to fail.

Staff recommends the Board declare the capital assets as non-performing and removed from NVTA's fixed asset portfolio. Since the rolling stock was purchased with federal grants, staff will work with FTA officials to retire the vehicles before the end of their useful life of twelve years and request that any remaining federal interest be waived.

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

In accordance with Policies, Practices, and Procedures Chapter 7 – Financial Management, acceptable means of disposal are outlined below:

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

SUPPORTING DOCUMENTS

Attachment: (1) Resolution No. 19-12

RESOLUTION No. 19-12

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZING THE DISPOSAL OF NON-PERFORMING ASSETS WITH
FEDERAL TRANSIT ADMINISTRATION INTEREST REMAINING**

WHEREAS, the Napa Valley Transportation Authority (NVTA) is the designated public transit services provider within Napa County, and

WHEREAS, buses 154, 155, 156, 157 purchased in 2009 and 158, 159, 160, and 161 purchased in 2010 are gasoline electric/hybrid vehicles manufactured by New Flyer Industries with ISE Corp drive system; and

WHEREAS, the New Flyer buses have been plagued with power loss and shutdowns since purchase;

WHEREAS, ISE Corp filed for Chapter 11 bankruptcy in 2010 voiding any warranties on the propulsion system; and

WHEREAS, in 2013, the Board of Directors approved additional funds to improve the performance of the New Flyers which enhanced the stability of the fleet for a short time; and

WHEREAS, Transdev mechanics are unable to further service the vehicles without an additional infusion of funds; and

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

WHEREAS, disposal of grant funded property must comply with FTA Circular 5010.1E and NVTA Financial Management Policies;

///

///

NOW, THEREFORE, BE IT RESOLVED, that the Napa Valley Transportation and Authority that the designated non-performing assets are properly disposed of according to FTA requirements and NVTA policy.

Passed and Adopted the 17th day of July, 2019.

Chris Canning, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Alberto Esqueda, Senior Program Planner/Administrator
(707) 259-5976 / Email: aesqueda@nvta.ca.gov
SUBJECT: Countywide Transportation Plan (CTP): Advancing Mobility 2045
Goals and Performance Measures

RECOMMENDATION

Information only. The Napa Valley Transportation Authority (NVTA) will review examples of performance metrics and the previous Countywide Transportation Plan's (CTP) goals and objectives to begin the conversation about the goals and objectives for the plan's update.

OTHER OPTIONS FOR CONSIDERATION

Information only

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Metropolitan Transportation Commission (MTC) requires that the Bay Area County Transportation Agencies (BACTA) complete a long-range plan – generally 25 years – called Countywide Transportation Plan (CTP). NVTA is proposing to include goals and objectives in the plan, similar to the past CTP, except in this plan, NVTA working with its member agencies will establish a certain number of measurable targets. The Goals and objectives will provide a framework for the plan, create a screening process for projects and establish targets.

The goals and objectives developed for the 2015 CTP were based on some key concepts that are still relevant today.

These assumptions are:

- Napa County has a number of constraints that prevent and/or limit expanding the highway and road system as a means to eliminate congestion.
- Peak travel in Napa County is compounded by visitors and commuters traveling through Napa to/from adjacent counties, but is largely attributable to Napa's employees traveling into the county from other locations or Napa's residents traveling to jobs outside the county.
- Approximately 1% of Napa County commuter's bike to work, and approximately 4% walk to work, while 76% drive alone.
- Housing costs in Napa make it a challenge to provide sufficient housing stock for its growing workforce.

Attachment 1 lists the Board adopted Goals and Objectives from the previous CTP, *Vision 2040- Moving Napa Forward*.

Staff has evaluated performance metrics and targets used by its partners in other counties and based on that assessment has developed a short list of performance metrics and targets that could be used in the current CTP. NVTA staff is recommending establishing two levels of performance metrics; one set that will evaluate the overall performance of the larger transportation network, the other set will serve as an evaluation tool for assessing project performance.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 3 - Use taxpayer dollars efficiently

Goal 4 - Support Napa County's economic vitality

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

Goal 6 - Prioritize the maintenance and rehabilitations of the existing system

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

MTC has adopted new guidelines for CTPs. The guidelines require that BACTAs include performance goals and measures in their CTPs. NVTA is also responding to comments made by the Napa County Civil Grand Jury which recommended that NVTA include performance metrics and targets in its long term planning process similar to those established by the Sonoma County Transportation Authority.

MTC requires that BACTA complete a CTP every four years. The last 25-year Countywide Transportation Plan was adopted in 2015 to inform Plan Bay Area 2040, MTC's long range plan adopted in 2017. The new CTP – *Advancing Mobility 2045* - will be completed before the next regional transportation plan which is scheduled for adoption in 2021. In preparation for the regional transportation plan, MTC generally solicits projects about a year before plan adoption. MTC is currently soliciting projects early for Plan Bay Area 2050. The first round of project solicitations for regionally significant projects occurred in June 2019. The second round for programmatic category projects will occur in fall 2019. NVTA will conduct a call for countywide plan projects, in late 2019.

SUPPORTING DOCUMENTS

Attachments: (1) Vision 2040 Goals and Objectives
(2) Napa Countywide Transportation Plan Potential Performance Metrics

**Vision 2040 Goals and Objectives
Adopted by the Board**



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

Objectives:

1. Provide safe access to jobs, schools, recreation and other daily needs for Napa’s residents and visitors.
2. Endeavor to serve the special transportation needs of seniors, children and the disabled.
3. Coordinate transportation services for disabled persons, seniors, children and other groups so each serves as many people as possible.
4. Provide affordable transportation solutions to ensure access to jobs, education, goods, and services for all members of the community.



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

Objectives:

1. Design roadways and other transportation facilities to enhance coexistence of users of all modes.
2. Educate all roadway users so they may safely coexist.

3. Work with Napa jurisdictions to adopt complete streets policies to meet the Metropolitan Transportation Commission’s funding eligibility requirements.²
4. Ensure Measure T roadway funds are maximized to improve infrastructure, as allowed under the Ordinance, to benefit all transportation modes.
5. Prioritize projects that expand travel options for cyclists and pedestrians as well as those projects that improve operation and safety for vehicles, pedestrians, and cyclists



Goal 3: Use taxpayer dollars efficiently.

Objectives:

1. Continue to prioritize local streets and road maintenance, consistent with Measure T.
2. Invest in fast and reliable bus service and infrastructure, so public transit is an attractive alternative to driving alone.
3. Identify alternative solutions that minimize costs and maximize system performance.
4. Provide real-time traffic and transportation information via MTC’s 511 or similar system by 2017.
5. Explore new transportation funding sources, including fees associated with new development.
6. Develop partnerships with Caltrans, California Transportation Commission (CTC), Metropolitan Transportation Commission (MTC) and Napa’s state legislators to support expanded transportation funding for local mobility needs and to accommodate demand from regional traffic that travels through Napa County.



Goal 4: Support Napa County's economic vitality.

Objectives:

1. Identify and improve key goods movement routes.
2. Work with employers to improve access to employment centers, as well as dispersed agricultural employment sites.
3. Improve transportation services aimed at visitors, including alternatives to driving.
4. Use transportation demand management techniques to shift travel from peak to non-peak times.



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

Objectives:

1. Prioritize projects that reduce greenhouse gases.
2. Increase mode share for transit, walking, and bicycling to 10% by 2035.³
3. Reduce the growth of automobile vehicle miles traveled (VMT) by shifting trips to other modes.
4. Encourage the provision of alternative fuel infrastructure.
5. Invest in improvements to the transportation network that serve land use, consistent with SB 375.⁴
6. Identify revenues that support investments in Priority Development Areas (PDAs).



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

Objectives:

1. Deliver Measure T projects effectively.
2. Focus funding on maintenance priorities.

Goal	Objectives	Potential Performance Measure	Target
<p style="text-align: center;">GOAL 1.</p> <p>Serve the transportation needs of the entire community regardless of age, income or ability (EQUITY)</p>	<p>Provide safe access to jobs, schools, recreation and other daily needs for Napa’s residents and visitors</p>	<p>Percent of low-income households within 0.25 miles of bus transit by off-peak period headway.</p> <p>Equity of funding distribution based on project location.</p>	<p>TBD</p>
	<p>Endeavor to serve the special transportation needs of seniors, children and the disabled</p>	<p>Number of passenger trips served and on-time performance of ADA paratransit services.</p>	<p>TBD</p>
	<p>Coordinate transportation services for disabled persons, seniors, children and other groups so each serves as many people as possible</p>	<p>TBD</p>	<p>TBD</p>
	<p>Provide affordable transportation solutions to ensure access to jobs, education, goods, and services for all members of the community</p>	<p>Availability and use of transit or rideshare subsidy program</p>	<p>TBD</p>
<p style="text-align: center;">GOAL 2.</p> <p>Improve system safety in order to support all modes and serve all users (SAFETY)</p>	<p>Design roadways and other transportation facilities to enhance safe coexistence of users of all modes.</p>	<p>Percentage of roadway projects (by funding) that also improve active transportation infrastructure (sidewalks, bike lanes, etc.)</p>	<p>TBD</p>
	<p>Ensure Measure T roadway funds are maximized to improve infrastructure, as allowed under the Ordinance, to benefit all transportation modes.</p>	<p>Percentage of Measure T projects improving active transportation infrastructure as well as roadways (sidewalks, bike lanes)</p>	<p>TBD</p>
	<p>Educate all roadway users so they may safely coexist.</p>	<p>TBD</p>	<p>TBD</p>
	<p>Work with Napa jurisdictions to adopt complete streets policies to meet the Metropolitan Transportation Commission’s funding eligibility requirements.</p>	<p>Number of or percent of Napa jurisdictions that have adopted Complete Streets policies</p>	<p>TBD</p>
	<p>Prioritize projects that expand travel options for cyclists and pedestrians as well as those projects that improve</p>	<p>Percent of ped and bicycle facilities completed by lane miles as shown in Countywide Plans</p>	<p>TBD</p>

Goal	Objectives	Potential Performance Measure	Target
<p>GOAL 2. Improve system safety in order to support all modes and serve all users (SAFETY)</p>	operation and safety for vehicles, pedestrians, and cyclists	<p>Annual rate of traffic fatalities and serious injuries (per million vehicle miles by mode and/or by roadway segment)</p> <p>Number of serious injury and fatality crashes per population</p>	TBD
<p>GOAL 3. Use taxpayer dollars efficiently (EFFICIENCY)</p>	Continue to prioritize local streets and road maintenance, consistent with Measure T.	Measure T funds designated for roadway maintenance projects	TBD
	Invest in fast and reliable bus service and infrastructure, so public transit is an attractive alternative to driving alone.	<p>Transit reliability: speeds and on-time performance</p> <p>Transit ridership or ridership per capita</p>	TBD
	Identify alternative solutions that minimize costs and maximize system performance	<p>Vehicle hours of delay</p> <p>Person hours of delay</p> <p>Speed index (ratio of congested to free flow speed)</p>	TBD
	Provide real-time traffic and transportation information via MTC's 511 or similar system by 2017.	511 system in place	TBD
	Explore new transportation funding sources, including fees associated with new development.	Percentage of funds by source (local, state programs, federal, impact fees) in CTP and biennial budgets	TBD
	Develop partnerships with Caltrans, California Transportation Commission (CTC), Metropolitan Transportation Commission (MTC) and Napa's state legislators to support expanded transportation funding for local mobility needs and to accommodate demand from regional traffic that travels through Napa County.	TBD	TBD
<p>GOAL 4. (ECONOMIC VITALITY)</p> <p>GOAL 4.</p>	Identify and improve key goods movement routes.	Vehicle hours of delay for truck trips	TBD
	Work with employers to improve access to employment centers, as well as dispersed agricultural employment sites.	Job accessibility measure – TBD	

Goal	Objectives	Potential Performance Measure	Target
(ECONOMIC VITALITY) Support Napa County's economic vitality	Improve transportation services aimed at visitors, including alternatives to driving	Number of transportation services aimed at visitors, including alternatives to driving	TBD
	Use transportation demand management techniques to shift travel from peak to non-peak times.	Participants signed up/using TDM programs	TBD
GOAL 5. Minimize the energy and other resources required to move people and goods (ENERGY & ENVIRONMENT)	Prioritize projects that reduce greenhouse gases.	Total GHG emissions (CO, CO2, CH4) from transportation sources in Napa County	TBD
	Increase mode share for transit, walking, and bicycling to 10% by 2035.	Mode share of transit, walking and bicycling compared to drive alone trips.	TBD
	Reduce the growth of automobile vehicle miles traveled (VMT) by shifting trips to other modes.	Change in VMT or VMT per capita	TBD
	Encourage the provision of alternative fuel infrastructure.	Number of publicly accessible alternative fueling stations in Napa County.	TBD
	Invest in improvements to the transportation network that serve land use, consistent with SB 375.	Consistency of projects with the Regional Transportation Plan/Sustainable Community Strategy	TBD
	Identify revenues that support investments in Priority Development Areas (PDAs).	TBD	TBD
GOAL 6. Prioritize the maintenance and rehabilitation of the existing system (MAINTENANCE & PRESERVATION)	Deliver Measure T projects effectively.	Percentage of Measure T funding designated for local streets and roads maintenance.	TBD
	Focus funding on maintenance priorities.	Percentage of roadway miles at acceptable level of maintenance (PCI of 70).	TBD



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the State Legislative update (Attachment 1) and the State Bill Matrix (Attachment 2) prepared by Platinum Advisors.

OTHER OPTIONS FOR CONSIDERATION

Information only

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Attached is the State legislative update (Attachment 1) and the State Bill Matrix (Attachment 2).

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments

FISCAL IMPACT

Is there a Fiscal Impact? No

SUPPORTING DOCUMENTS

Attachments: (1) July 1, 2019 State Legislative Update (Platinum Advisors)
(2) July 1, 2019 State Bill Matrix (Platinum Advisors)



July 1, 2019

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Schedule: With July 4th on Thursday, the legislature is scheduled to work this week, recess for the 4th, and then return for a “check-in” session on July 5th. They will then return on Monday for the final week of session before adjourning for Summer Recess, which runs from July 12th to August 12th.

State Budget: Governor Gavin Newsom signed his first budget totaling \$214.8 billion in expenditures, including \$147.8 billion in general fund spending. The spending plan is outlined in AB 74, and is accompanied by 15 budget trailer bills so far, to implement the budget. There are a couple trailer bills that remain pending in legislature, most notably AB 101 regarding the housing and homelessness programs.

The budget maintains the commitment of building reserves, with \$19.2 billion set aside in various reserve accounts, in particular \$16.5 billion in the Rainy Day Fund. The budget also commits to make over the next four years an extra \$9 billion in payments to reduce unfunded pension liabilities, and the budget includes \$4.5 billion in payments to reduce the Wall of Debt. While revenues have exceeded expectation, the budget focuses new revenue on one-time expenditures, with 88% of new spending on one-time investments.

State Transit Assistance (STA): The formula allocation of the funds to transit operators through the STA formula totals \$991.7 million in 2019-20. This is slightly less than the January estimate because the forecast on diesel fuel prices was reduced by the Department of Finance. The January budget used an estimate of \$4.12 per gallon, but first quarter prices were lower. The May Revise adjusted the forecast price of diesel fuel to \$4.03 per gallon. Specifically, STA revenue from diesel fuel taxes are reduced by about \$76 million, but this reduction is partially offset by revenue from cap & trade auction allocated to the Low Carbon Transit Operations Program (LCTOP) increasing by about \$25 million.

Cap & Trade: The budget includes an expenditure plan for \$1.4 billion in cap & trade spending for the discretionary programs. The expenditure plan allocates the funds as follows:

- \$275 million for air toxic and criteria air pollutants
- \$485 million for low carbon transportation. This includes \$182 million for the Clean Truck and Bus Program. Of this amount California Air Resources Board (CARB) is expected to allocate \$130 million to the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) and \$52 million will be used for competitive pilot programs.
- \$127 million for climate smart agriculture
- \$220 million for healthy forests
- \$26 million for short-lived climate pollutants
- \$109 million for integrated climate action: mitigation and resilience
- \$10 million for climate and clean energy research and technical assistance to disadvantaged communities
- \$35 million for workforce training
- \$100 million for safe drinking water

Transportation Budget Trailer Bill: Signed into law along with the budget was SB 87. This measure implements various changes related to transportation items. These noncontroversial items include the following:

- Repays the remaining \$236 million in Proposition 42 loans. Repays the outstanding amount of transportation weight fees loaned to the General Fund in previous years in 2019-20 instead of 2020-21 (estimated to be \$886 million).
- Eliminates the Local Transportation Loan Account and the Transportation Deferred Investment Fund and shifts any remaining assets and liabilities to the State Highway Account before January 1, 2020.
- Makes all funding from the California memorial license plate fund available for antiterrorism activities upon appropriation by the Legislature. Previously 15% of these funds were available for scholarships for surviving dependents of California residents that died as a result of injuries sustained during the terrorist attacks of September 11, 2001.
- Provides up to \$7.2 million in funding from the Trade Corridors Improvement Fund for a competitive program that funds infrastructure improvements necessary to facilitate short-line railroads becoming more compatible in supporting modern rail freight traffic. This program will be administered by the California Transportation Commission (CTC).

Housing & Homeless Budget Trailer Bill: One of the more controversial negotiations in the budget was reaching an agreement on how to allocate homeless funds, and reaching an agreement on what penalties to impose on cities and counties that fail to adopt an adequate housing element. An agreement was finally reached on the day Governor Newsom signed the budget into law. The agreement was amended into AB 101 on June 27th, and the legislature is expected to act on this measure this week. AB 101 is over 143 pages of substantive and technical amendments, and the following is just a brief overview of the major provisions in the bill.

The Housing Stick: AB 101 provides the state the authority to basically sue any city or county that fails to adopt a compliant housing element. The penalties ratchet up to \$600,000 per month, and eventually allow the state to appoint an administrator to develop and implement a compliant housing element. The language also allows the courts to consider if there are any circumstances that might delay the adoption of a housing element, and if the city or county is making a good faith effort when determining if fines should be imposed. The sticks in AB 101 provide any action or special proceeding brought by the Attorney General to include the following:

- If the city or county fails to comply within 12 months a fine of at least \$10,000 but not to exceed \$100,000 per month shall be imposed.
- If a city or county continues to fail to comply after an additional 3 months the courts shall conduct a status conference, and following that conference may multiply the original fine by a factor of 3, or a maximum of \$300,000 per month.
- If a city or county still has not adopted a compliant housing element within six months of imposing fines, the courts may increase the fines by a factor of 6, or a maximum of \$600,000 per month. In addition, the court may appoint an agent with all the powers necessary to bring a city's or county's housing element into compliance.

At any time when a city or county fails to pay any fines imposed, the Controller may intercept any state or local funds and deposit the funds into the Building Homes and Jobs Trust Fund. However, the interception of any funds shall not violate the provisions of the Constitution, so it appears gas tax revenue could not be diverted to pay these fines.

Before the Attorney General gets involved, AB 101 directs the Department of Housing and Community Development (HCD) to post on its website each month a list of those jurisdictions that have failed to adopt a compliant housing element. HCD is required to offer two meetings with a jurisdiction to review why the housing element is not in compliance. In addition, a city or county may request HCD to review its most recent housing element, and HCD must respond within 30 days on why the housing element is or is not in compliance. A city or county could then challenge HCD's determination in Superior Court. Finally, the Department of Finance is required to list on its website those funding programs where eligibility is contingent upon having an approved housing element.

The Housing Carrots: AB 101 contains the implementation language for various new housing assistance programs funded through the budget. This includes \$500 million for Infill Infrastructure Grants, \$250 million for Local Government Planning Support Grants, \$650 million for local homeless programs, and \$500 million in housing tax credits. AB 101 also provides that cities and counties that have an approved housing element and that have implemented "prohousing local policies" be given preference points when applying for specified grant programs.

Prohousing: HCD is directed to adopt emergency regulations that implement the prohousing local policies. Starting with the July 1, 2021 award cycles cities or counties that have an approved housing element and have been declared to have prohousing local policies would receive bonus points when applying for grants from Transformative Climate Communities, Infill Incentive Grant Program, the Affordable Housing and Sustainable Communities Program, and other state programs. The bill lists several elements that a local jurisdiction must implement to be considered prohousing. AB 101 does not specify if more than one of these incentive programs must be in place to be considered prohousing. The incentive programs include:

- Local financial incentives for housing, such as a local housing trust fund.
- Reduced parking requirements for sites that are zoned for residential development.
- Adoption of zoning allowing for use by right for residential and mixed-use development.
- Zoning more sites for residential development or zoning sites at higher densities than is required.
- Adoption of accessory dwelling unit ordinances.
- Reduction of permit processing time.
- Creation of objective development standards.
- Reduction of development impact fees.
- Establishment of a Workforce Housing Opportunity Zone.

Support Grants: AB 101 implements how \$250 million will be allocated to assist regions, cities and counties with the planning activities needed to implement the sixth cycle of the regional housing needs assessment process. The funds would be split with half the funds allocated to regional entities and councils of governments. These funds would be used to update how housing needs are assessed and distributed, as well as for providing technical assistance to cities and counties in the region. The remaining half is allocated directly to cities and counties based on population for activities related to preparing for the implementation of the new housing needs assessment process.

Infill Grants: HCD will administer the \$500 million appropriated for the competitive Infill Infrastructure Grant Program. These funds will be awarded to “qualifying infill project” or a “qualifying infill area.” These terms have slightly different meanings depending on whether the project is in a city or in the unincorporated area of a county. However, any project must contain at least 15% affordable units, meet specified density requirements, and be in an area designated for mixed use or residential development.

Homeless Funding: The budget appropriated \$650 million to address the homeless crisis. AB 101 outlines how these funds will be allocated to cities, counties and continuum of care entities. These funds would be allocated to each jurisdiction based on its proportion of the 2019 homeless point in time count. The funds are allocated as follows:

- \$190 million to continuums of care entities, with a cap that limits any entity from receiving more than 40% of the funds, and a minimum allocation of \$500,000.

- \$275 million to cities with a population greater than 300,000, with a cap that limits any city from receiving more than 45% of the funds.
- \$175 million to counties with a cap that limits any county from receiving more than 40% of the funds.

Navigation Centers: A new item appeared in AB 101 that creates a by right development of “Low Barrier Navigation Centers.” These centers are defined as a service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. Pursuant to the provisions in AB 101, within 30 days of receipt of an application for a Low Barrier Navigation Center development, the local jurisdiction shall notify a developer whether the developer’s application is complete, and within 60 days of receipt of a completed application for a Low Barrier Navigation Center development, the local jurisdiction shall act upon its review of the application.

Legislation:

Feeder Buses: As currently drafted, SB 742 (Allen) would repeal specific statutes that require intercity rail feeder bus service to only carry passengers that had prior movement by rail or will have subsequent movement by rail.

Amendments are being drafted that would require the joint powers authorities (JPAs) that operate intercity rail service, such as the Capitol Corridor (JPA), to coordinate with local public transit operators, as well as work with existing private intercity bus operators on connecting with intercity rail service.

While the specific amendments are not yet available, the scope of the amendments are expected to allow the JPA to contract with a public transit operator for service, and require the JPA to first consult with and consider local public transit operators before contracting with a private bus operator. This consultation process is intended to avoid conflicts with existing public transit services.

Mobility Devices: AB 1112 (Friedman) would place in statute uniform rules on what a local authority may require a shared mobility device provider to provide regarding trip data within the jurisdiction of the local authority.

AB 1112 also limits a local government from imposing on a shared mobility device provider any unduly restrictive requirements, including requiring operation below cost or requiring providers to pay unreasonable fees, or requirements more restrictive than those applicable to riders of personally owned similar transportation devices.

As amended the bill focuses on allowing a local government to condition its approval of a shared mobility device program with a requirement that the provider share aggregate trip data with local governments. This trip data would be limited to de-identified data and provided to the local government in the aggregate.

Among the concerns expressed by local governments on this bill is the definition of “aggregate data,” which is defined to be a group of trips, from which the start points, stop points, routes, and times of individual trips have been removed and that cannot be used or combined with other information to isolate details of an individual trip. This definition would be too restrictive to provide data that could be used in a useful way for transportation planning purposes.

Local Partnership: Senator Beall has significantly amended SB 277 to require all SB 1 Local Partnership Program (LPP) funds to be allocated by formula. Under current CTC guidelines half the LPP funds are allocated by formula and half are reserved for a competitive program. Current law provides the CTC administrative control over LPP funds. SB 277 would limit this control.

SB 277 restructures the definition of an “eligible entity” but the scope of who is eligible remains the same. Starting with Cycle 3 of the LPP, SB 277 directs the CTC to adopt guidelines and apportionment formula for LPP funds to eligible entities. However, SB 277 currently does not specify or provide parameters for the allocation formula. Prior formulas, such as the Prop 1B LPP, included a north south split and additional population and revenue factors.



July 1, 2019

Existing Positions

Bills	Subject	Status	Client - Position
<p><u>AB 11</u> (Chiu D) Community Redevelopment Law of 2019.</p>	<p>AB 11 would enact the Community Redevelopment Act of 2019 and allow local governments to form a housing and infrastructure agency that would focus on affordable housing and infrastructure investments. The bill requires a seat on the governing board for each affected taxing entity, and it allows an affected taxing entity to elect to contribute to the redevelopment agency (RDA) or not. In addition, the bill also allows an RDA to capture the growth on the schools' share (i.e. Educational Revenue Augmentation Fund [ERAF]) of the property tax growth.</p> <p>AB 11 does require any new RDA to be approved by the Strategic Growth Council, which must find that the redevelopment plan furthers greenhouse gas (GHG) reduction goals and the fiscal impact to the state for backfilling the lost ERAF growth does not exceed a yet to be specified amount. The new RDA could finance housing, transit, transit priority projects, interchanges, bridges, parks and port infrastructure, to name a few. The projects do not need to be located within the redevelopment area, but must have a nexus to the project area.</p>	<p>ASSEMBLY APPR – Held on Suspense</p> <p>Two-Year Bill</p>	<p>WATCH</p>
<p><u>AB 147</u> (Burke D) Use taxes: collection: retailer engaged in business in this state. <u>AB 147</u></p>	<p>AB 147 was signed into law, and took effect immediately. This bill enacts changes to implement the South Dakota v. Wayfair decision. Under Wayfair, the U.S. Supreme Court found that online retailers are required to collect and remit sales tax regardless of whether the online retailer has a physical presence in the state where the order is delivered.</p>	<p>Signed Into Law</p> <p>Chapter #5, Statutes of 2019</p>	<p>SUPPORT</p>

<p>(Burke D) (cont.)</p>	<p>AB 147 imposes a \$500,000 statewide threshold. State and local sales taxes would both be collected once a statewide total of \$500,000 in sales is reached. This bill would also require sales tax to be collected on all sales made through an intermediary, such as eBay or Amazon. Under AB 147 an entity that sells items through a “marketplace facilitator,” such as eBay, the marketplace facilitator is required to collect and remit the tax on all sales regardless of the threshold. The local sales tax revenue would be allocated to the local tax districts.</p>		
<p>AB 252 (Daly D) Department of Transportation: environmental review process: federal program.</p>	<p>AB 252 continues to move without opposition or negative votes. This bill would repeal the sunset date on current law that delegates to Caltrans the authority for National Environmental Policy Act (NEPA) decision making. The existing NEPA Assignment Program authority would sunset on January 1, 2020. This program started as part of a pilot program under federal Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users (SAFETEA-LU) legislation and has been extended twice so far. AB 252 would make it a permanent program. The NEPA Assignment Program has streamlined the environmental process for both state and local transportation projects without compromising compliance with environmental laws and regulations.</p>	<p>SENATE FLOOR</p>	<p>SUPPORT</p>
<p>AB 285 (Friedman D) California Transportation Plan.</p>	<p>AB 285 updates requirements of the California Transportation Plan (CTP) to reflect the state’s recent environmental legislation. In particular, the bill requires Caltrans to include in the CTP the following:</p> <ul style="list-style-type: none"> • An overview of all sustainable communities and an assessment of how implementation of these strategies will influence the configuration of the statewide integrated multimodal transportation system. 	<p>SENATE APPR</p>	<p>WATCH</p>

	<ul style="list-style-type: none"> • A review of the potential impacts and opportunities for coordination of specified transportation grant programs, such as the Low Carbon Transit Operators Program (LCTOP) and the Transit and Intercity Rail Program. • A forecast of the impacts of advanced and emerging technologies, including shared, autonomous, connected, and electric transportation options, over a 20-year horizon on infrastructure, access, and transportation systems. 		
<p>AB 314 (Bonta D) Public employment: labor relations: release time.</p>	<p>This bill would consolidate and uniformly apply existing laws to grant reasonable time-off with compensation for public employees for activities related to employee-employer relations.</p> <p>Existing law on release time does not cover public transit employees, but AB 314 would expand these release time provisions to include public transit employees.</p> <p>The bill would require a public employer to grant reasonable time off for employee representatives to testify at hearings before the personnel boards, participate in labor/management committees, investigate grievances, or participate at new employee orientations.</p>	SENATE APPR	WATCH
<p>AB 659 (Mullin D) Transportation: emerging transportation technologies: California Smart City Challenge Grant Program.</p>	<p>AB 659 requires the California Transportation Commission (CTC) to form a working group, consisting of local governments and transportation entities that would develop the guidelines and selection criteria for the Smart City Challenge Grants. The bill envisions funding projects that use intelligent transportation systems and applications that would reduce congestion, enhance mobility, safety, and spurring innovation. The bill does not currently identify or appropriate funds for this program.</p>	<p>ASSEMBLY APPR – Held on Suspense</p> <p>Two-Year Bill</p>	WATCH

<p><u>AB 752</u> (Gabriel D) Public transit: transit centers: lactation rooms.</p>	<p>AB 752 was substantially amended to clarify its application to multimodal transit facilities. As amended the bill lists existing intercity rail stations, as well as the Sales Force Transit Center and the Anaheim Regional Transportation Intermodal Center. It would also apply to any intercity rail station, or station proposed to be served by high-speed rail with an enclosed lobby of 5,000 square feet or more.</p> <p>The bill would require these multimodal transit stations that commence operations or a renovation on or after January 1, 2021, to include a lactation room.</p>	<p>SENATE TRANSP</p>	<p>WATCH</p>
<p><u>AB 784</u> (Mullin D) Sales and use taxes: exemption: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit bus vehicles.</p>	<p>AB 784 was approved by the Senate Governance & Finance Committee on a 6-0 vote. This bill would exempt medium and heavy duty zero emission transit vehicles from the state's sales tax. Locally imposed sales taxes would still apply, as well as specified statewide taxes.</p> <p>Specifically, AB 784 would exempt from the state sales tax any zero-emission technology medium or heavy-duty transit bus vehicle that is eligible for a rebate from the Hybrid and Zero Emission Truck and Bus Voucher Incentive Program (HVIP). This sales tax exemption would sunset on January 1, 2024.</p>	<p>SENATE APPR</p>	<p>SUPPORT</p>
<p><u>AB 847</u> (Grayson D) Transportation finance: priorities: housing.</p>	<p>As introduced, AB 847 would create a funding incentive for cities and counties to produce housing by reallocating non-Article 19 transportation funds and provide bonuses for certain funding programs. However, the bill was gutted and amended to now create a new competitive grant program. This bill does not provide a funding source, but it directs the Department of Housing and Community Development to create a grant program that would offset up to 100% of any local transportation impact fees imposed on housing project that includes at least 20% affordable units.</p>	<p>ASSEMBLY H & C. D. – Two-Year Bill</p>	<p>WATCH</p>

<p><u>AB 1350</u> (<u>Gonzalez D</u>) Youth Transit Pass Pilot Program.</p>	<p>AB 1350 would create the Youth Transit Pass Pilot Program. This bill is similar to prior efforts to create a funding program to provide free transit passes to persons under 25 years old. AB 1350 does not include an appropriation, but points to a future appropriation of GHG reduction funds.</p> <p>The bill directs Caltrans to create the program that would allocate grants to eligible entities. The grants would be capped at \$5 million and be no smaller than \$20,000.</p> <p>This bill might be a little premature. UCLA is currently undertaking a study to examine and summarize the various types of student transit pass programs in California. As you may recall, former Governor Brown vetoed a similar bill because of the need for additional information on existing programs. The UCLA study is not expected to be completed until the end of this year.</p>	<p>ASSEMBLY TRANS. – Two-Year Bill</p>	<p>WATCH</p>
<p><u>AB 1402</u> (<u>Petrie-Norris D</u>) Active Transportation Program.</p>	<p>AB 1402 was not heard in the Assembly Committee on Transportation and is now a two-year bill.</p> <p>This bill would revise the allocation process for Active Transportation Program (ATP) Funds. AB 1402 is substantively similar to the changes made to the ATP in SB 152 (Beall), but the bills are structured a little differently.</p>	<p>ASSEMBLY TRANS. Two-Year Bill</p>	<p>SUPPORT</p>
<p><u>AB 1568</u> (<u>McCarty D</u>) General plans: housing element: production report: withholding of transportation funds</p>	<p>AB 1568 was held by the Appropriations Committee and is now a 2-year bill.</p> <p>This bill would, if on or before January 1, 2025, a city or county is found to be out of compliance with existing housing element requirements then that city or county would be prohibited from applying for state grants. This prohibition would not apply to grants protected under Article 19 of the Constitution, which covers most transportation funds, or if the grant would assist the city or county in complying with housing element laws.</p>	<p>ASSEMBLY APPR – Held on Suspense</p> <p>Two-Year Bill</p>	<p>OPPOSE</p>

<p><u>AB 1568</u> (<u>McCarty D</u>) <i>(cont.)</i></p>	<p>As introduced this bill would have withheld SB 1 local streets and roads funds from a city or county that is found to be out of compliance with existing housing element laws.</p>		
<p><u>AB 1633</u> (<u>Grayson D</u>) Regional transportation plans: traffic signal optimization plans.</p>	<p>AB 1633 would authorize any city within the Metropolitan Transportation Commission (MTC) region to develop and implement a traffic signal optimization plan intended to reduce greenhouse gas (GHG) emissions and particulate emissions and to reduce travel times. The bill would also require signals that are operated by Caltrans to be adjusted and operated consistent with a city's plan.</p>	<p>SENATE APPR</p>	<p>WATCH</p>
<p><u>ACA 1</u> (<u>Aguiar-Curry D</u>) Local government financing: affordable housing and public infrastructure: voter approval.</p>	<p>This constitutional amendment would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. This includes improvements to transit and streets and highways.</p> <p>Constitutional amendments are not subject to hearing deadlines, and can be moved at any time.</p>	<p>ASSEMBLY FLOOR</p>	<p>SUPPORT</p>
<p><u>SB 5</u> (<u>Beall D</u>) Local-State Sustainable Investment Incentive Program.</p>	<p>SB 5 creates the Affordable Housing and Community Development Investment Program (AHCDIP) (Program), which would allow an Enhanced Infrastructure Finance District (EIFD) the authority to divert a portion of the ERAF property tax share to the EIFD. SB 5 would require any EIFD that wants to capture the ERAF share to apply to the Sustainable Investment Incentive Committee, which SB 5 creates. The bill would limit the amount of ERAF tax revenue the Committee can approve to \$200 million each year, with the annual impact not to exceed \$1 billion. These limits are increased in future years.</p> <p>SB 5 generally promotes the construction of housing and infill development that promotes transit use.</p>	<p>ASSEMBLY HOUSING</p>	<p>WATCH</p>

<p><u>SB 20</u> (Dodd D) Surplus state property: Napa County Regional Park and Open Space District.</p>	<p>SB 20 extends the sunset date, which expired on January 1, 2015, to January 1, 2026, for the state to sell the area known as the Skyline Wilderness Park (Skyline Park) in the County of Napa. The bill also revises the current authorization for the state to sell the Skyline Park to also include the Napa County Regional Park and Open Space District in addition to the County of Napa.</p>	<p>ASSEMBLY A & A.R.</p>	<p>WATCH</p>
<p><u>SB 50</u> (Wiener D) Planning and zoning: housing development: equitable communities incentive.</p>	<p>SB 50 would require local governments to provide a specified “equitable communities incentive” to developers that construct residential developments in “jobs-rich” and “transit-rich” areas, which may include certain exceptions to specified requirements for zoning, density, parking, height restrictions, and floor area ratios.</p>	<p>SENATE APPR – Held on Suspense Two-Year Bill</p>	<p>WATCH</p>
<p><u>SB 127</u> (Wiener D) Transportation funding: active transportation: complete streets</p>	<p>SB 127 (Wiener) was approved by the Senate. This bill aims to update existing laws relating to the programming of funds in the State Highway Operation and Protection Program (SHOPP) to require the state to consider and invest in bicycle, pedestrian, and transit facilities when programming SHOPP projects. The bill would focus these complete street investments on urban arterials and where a state highway serves as the main street.</p>	<p>ASSEMBLY TRANSP</p>	<p>WATCH</p>
<p><u>SB 137</u> (Dodd D) Federal transportation funds: state exchange programs.</p>	<p>SB 137 would allow any city or county to swap federal transportation funds for state funds. The current exchange program is limited to regional transportation planning agencies with a population below 200,000. This measure is sponsored by California State Association of Counties (CSAC), and it is aimed at streamlining project delivery by removing the federal review process associated with using federal funds. With the additional SB 1 funds in state accounts, the resources should be enough to allow interested cities and counties to exchange federal funds for state dollars, thus eliminating the need to complete both NEPA and California Environmental Quality Act (CEQA) reviews.</p>	<p>ASSEMBLY TRANSP</p>	<p>SUPPORT</p>

<p><u>SB 152</u> (Beall D) Active Transportation Program.</p>	<p>This bill would implement some of the findings made by the Legislative Analyst's Office (LAO) regarding the administration of the Active Transportation Program (ATP). The goal is to streamline the administrative process for awarding ATP funds. The bill includes the following changes:</p> <ul style="list-style-type: none"> • Modified the distribution formula to increase from 40% to 75% that is allocated to metropolitan planning organizations (MPO), increase the rural county share from 10% to 15%, and reduce the statewide pot that is administered by the CTC from 50% to 10%. • Shift greater administrative control for the regional share to the MPOs. • Increase reporting requirements from the MPOs to the CTC. 	<p>SENATE APPR – Held on Suspense Two-Year Bill</p>	<p>SUPPORT</p>
<p><u>SB 235</u> (Dodd D) Planning and zoning: housing production report: regional housing need allocation</p>	<p>SB 235 was unanimously approved by the Senate. This bill allows the City of Napa and County of Napa to reach an agreement under which the county would be allowed to count certain housing units built within the city toward the county's regional housing needs assessment (RHNA) requirement. The Napa Pipe project is the genesis for this bill.</p>	<p>ASSEMBLY LOC GOV</p>	<p>SUPPORT</p>
<p><u>SB 277</u> (Beall D) Road Maintenance and Rehabilitation Program: guidelines.</p>	<p>Senator Beall has significantly amended SB 277 to require all SB 1 Local Partnership Program (LPP) funds to be allocated by formula. Under current CTC guidelines half the LPP funds are allocated by formula and half are reserved for a competitive program. Current law provides the CTC administrative control over LPP funds. SB 277 would limit this control.</p>	<p>ASSEMBLY TRANSP.</p>	<p>WATCH</p>
<p><u>SB 336</u> (Dodd D) Transportation: fully-automated transit vehicles.</p>	<p>SB 336 aims to address safety and customer service issues by requiring at least one public transit employee to be present on any fully automated transit vehicle. The public transit employee shall be trained in passenger safety, communications, emergency preparedness, and assisting the disabled and elderly.</p>	<p>ASSEMBLY TRANSP.</p>	<p>SUPPORT</p>

<p>SB 336 (Dodd D)</p>	<p>SB 336 would also require any transit operator that deploys an autonomous vehicle to submit a results report to the legislature on that deployment by March 31st, 2025. SB 336 would sunset on January 1, 2025.</p>		
<p>SB 397 (Glazer D) Public transit operators: passengers with pets: evacuation orders.</p>	<p>As recently amended SB 397 would require the Office of Emergency Services and the Department of Food & Agriculture, in consultation with public transit operators and county emergency management officials, to develop best practices for allowing pets on public transit vehicles when serving evacuation areas.</p> <p>The bill previously directed each transit operator to develop best practices for allowing pets on public transit vehicles serving evacuation areas. The bill limits pets to cats or dogs.</p>	<p>ASSEMBLY TRANSP</p>	<p>SUPPORT</p>