

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, December 17, 2025
1:00 PM

JoAnn Busenbark Board Room

NVTa Board of Directors

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

This meeting will be conducted as an in-person meeting at the location noted above. Remote teleconference access is provided for the public's convenience and in the event a Board Member requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Board Member is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only and in the event that the Zoom teleconference connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access and take action on any agenda item.

The public may participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 864 1754 4351
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The agenda will be posted 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTa Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTa holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email info@nvtca.ca.gov to request a copy of the agenda.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. PRESENTATIONS

- 8.1 **CFM and Platinum Legislative Update** (Joel Rubin, CFM and Steve Wallauch, Platinum Advisors)

Estimated Time: 1:45 p.m.

9. CONSENT AGENDA ITEMS

- 9.1 **Meeting Minutes of November 19, 2025 (Laura Sanderlin) (Pages 9-12)**

Recommendation: Board action will approve the minutes of the November 19th regular meeting.

Estimated Time: 2:00 p.m.

Attachments: [Draft Minutes](#)

9.2 Approval to Establish December 26, 2025 as a Holiday (Laura Sanderlin) (Pages 13-14)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve establishing Friday, December 26, 2025 as a paid holiday for employees.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.3 2026 Federal and State Legislative Advocacy Program and Project Priorities and Federal and State Legislative Update (Antonio Onorato) (Pages 15-39)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the 2026 Federal and State Legislative Advocacy Program and receive the Federal and State Legislative update.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.4 Community Based Transportation Plan Final Approval (Libby Payan) (Pages 40-43)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the final version of the Community Based Transportation Plan (CBTP) and Appendices.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**9.5 Transportation Security-Plan and Assessment Review Toolkit
(Libby Payan) (Pages 44-47)**

Recommendation: That the Napa Valley Transportation Authority Board delegate authority to the Executive Director to develop, prepare, and implement NVTA's Transportation Security-Plan and Assessment Review Toolkit (T-START) for the Soscot Gateway Transit Center and Bus Maintenance Facility.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**9.6 Americans with Disabilities Act (ADA) Assessment Services
(Rebecca Schenck) (Pages 47-75)**

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

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**9.7 Countywide Transportation Plan Performance Metrics Revisions
(Diana Meehan) (Pages 76-79)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board of Directors approve revisions to the Countywide Transportation Plan (CTP) 2050 Performance Metrics.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.8 Policies, Practices and Procedures Manual (Laura Sanderlin)
(Pages 80-256)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the NVTA Policies and Procedures for Personnel, Communications, Public Relations and Governmental Affairs, Office Management, and Transit.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.9 Taxi Scrip Program Guidelines (Rebecca Schenck) (Pages 257-266)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Taxi Scrip Program Guidelines.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

10.1 Brown Act Updates and Senate Bill 707 (Osman Mufti) (Pages 267-273)

Recommendation: Information only

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

11. FUTURE AGENDA ITEMS

12. CLOSED SESSION

12.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:

Initiation of Litigation pursuant to Government Code Section 54956.9(d)(4) (1 potential case)

Estimated Time: 2:40 p.m.

**12.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government
Code Section 54957(b)(1))**

Title: Executive Director

Estimated Time: 2:50 p.m.

13. ADJOURNMENT

13.1 The next Regular Meeting is January 21, 2026.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, December 12th.

Laura Sanderlin

Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Wednesday, November 19, 2025

1:00 PM

JoAnn Busenbark Board Room

1. Call to Order

Chair Joseph called the meeting to order at 1:04pm.

2. Pledge of Allegiance

Chair Joseph recited the Pledge of Allegiance.

3. Roll Call

Present:

Donald Williams
Kevin Eisenberg
Robin McKee
Michelle Deasy
Bernie Narvaez
Margie Mohler
Mark Joseph
Paul Dohring
Anne Cottrell
Brando Cruz

Non-Voting:

Devereaux Smith

Absent:

Scott Sedgley
Liz Alessio

4. Adoption of the Agenda

Motion MOVED by MCKEE, SECONDED by DOHRING to APPROVE Item 4, Adoption of the Agenda, as amended, with removal of Consent Item 10.8. Motion passed unanimously.

Aye: 17 - Williams, Eisenberg, McKee, Deasy, Narvaez, Mohler, Joseph, Dohring, Cottrell, and Cruz

Absent: 7 - Sedgley, and Alessio

5. Public Comment

None

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

Chair Joseph reported update from the meeting of the ad hoc committee that was formed to review the Joint Powers Agreement. It was reported: to develop a strategic plan for the next 3-5 years, have legal counsel examine language regarding the mayoral requirement,

teleconferencing options and providing stipends.

ABAG and MTC updates were not provided.

7. Executive Director's Update

Executive Director Schmitz reported:

- Caltrans re-paving approved for Hwy 29 North of Yountville and will continue through February 2026
- Bike and Pedestrian counter installed in American Canyon and upcoming in Calistoga
- Staffing updates and acknowledgements
- Bus naming contest winners announced: Poppy (Bee) submitted by Calistoga 5th grader Genesis, Mari (Butterfly) submitted by St. Helena 5th grader Eleanor, Ollie (Owl) submitted by Alta Heights 2nd grader Kimber and Talon (Hawk) submitted by Willow 5th grader Cody.

8. Caltrans' Update

Updates provided in the handout packet.

9. PRESENTATIONS

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

Information only

9.2 Draft Plan Bay Area 2050+ (Metropolitan Transportation Commission and Association of Bay Area Governments) (Michael Germeraad) (Pages 10-15)

Attachments: [Staff Report](#)

Information only

10. CONSENT AGENDA ITEMS

Motion MOVED by NARVAEZ, SECONDED by WILLIAMS to APPROVE Consent Agenda items 10.1-10.7 and 10.9-10.10. Motion passed unanimously.

Aye: 17 - Williams, Eisenberg, McKee, Deasy, Narvaez, Mohler, Joseph, Dohring, Cottrell, and Cruz

Absent: 7 - Sedgley, and Alessio

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

Attachments: [Draft Minutes](#)

10.2 Resolution No. 25-15 Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTa) Governing Board for Calendar Year (CY) 2026 (Laura Sanderlin) (Pages 20-23)

Attachments: [Staff Report](#)

10.3 Resolution No. 25-16 Authorizing the Destruction of Certain Agency Records (Laura Sanderlin) (Pages 24-32)

Attachments: [Staff Report](#)

- 10.4** Purchase Order 25-P5116 with Tolar Manufacturing for Bus Shelters (Jonathan Stanton) (Pages 33-39)
Attachments: [Staff Report](#)
- 10.5** Purchase Order 25-P5117 with RIDE Mobility, LLC for Two BYD 30' Battery Electric Buses (Dexter Cypress) (Pages 40-57)
Attachments: [Staff Report](#)
- 10.6** Purchase Order 25-P5087 with Chargepoint Inc. for three years of software, reporting and maintenance for all NVRTA owned stations (Rebecca Schenck) (Pages 58-68)
Attachments: [Staff Report](#)
- 10.8** Americans with Disabilities Act (ADA) Assessment Services (Rebecca Schenck) (Pages 78-97)
Attachments: [Staff Report](#)
- 10.10** Federal and State Legislative Update (Danielle Schmitz) (Pages 174-193)
Attachments: [Staff Report](#)
- 10.9** Resolution 25-17 Title VI Program Policy for Fiscal Years (FY) 2026-2028 (Libby Payan) (Pages 98-173)
Attachments: [Staff Report](#)
- 10.7** Amendment No. 1 to Purchase Order 25-P5039 with Cubic Transportation Systems for installation of the Clipper fare payment system (Libby Payan) (Pages 69-77)
Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS

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

Attachments: [Staff Report](#)

Motion MOVED by DOHRING, SECONDED by NARVAEZ to ACCEPT AND FILE Item 11.1, the Napa Valley Travel Behavior Study 2025 Report. Motion passed unanimously.

Aye: 17 - Williams, Eisenberg, McKee, Deasy, Narvaez, Mohler, Joseph, Dohring, Cottrell, and Cruz

Absent: 7 - Sedgley, and Alessio

- 11.2** Napa Valley Transportation Authority (NVRTA) Fiscal Year 2025-26, Quarter 1 Financial Review and Delegated Authority Matrix (Antonio Onorato) (Pages 233-262)

Attachments: [Staff Report](#)

Information only/No action taken

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

Attachments: [Staff Report](#)

Information only/No action taken

Cheryl Drake, Transdev, provided insight on methods of driver coaching and feedback.

12. FUTURE AGENDA ITEMS

-Federal & State Lobbyist Presentation

13. ADJOURNMENT

Chair Joseph adjourned the meeting at 3:08pm.

13.1 The next Regular Meeting is December 17, 2025.

Laura M. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Approval to Establish December 26, 2025 as a Holiday

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve establishing Friday, December 26, 2025 as a paid holiday for employees.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

As December 25th falls on a Thursday this year, staff is requesting the Board approve December 26, 2025 as a one-time holiday for NVTA employees.

FISCAL IMPACT

Is there a fiscal impact? Yes, a one-time \$6,742 dollars for salaries will come out of the personnel budget.

CEQA REQUIREMENTS

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

BACKGROUND

NVTA personnel policies recognize December 24th and 25th as holidays. Christmas day-December 25th falls on a Thursday this year. Staff recommends the Board approve Friday, December 26th, 2025, as a holiday in recognition of staff's hard work over the 2025 calendar year. NVTA staff currently receives 8 paid holidays each year. This is somewhat lower than other jurisdictions, whose paid holidays range from 11 to 15 days. For example, County employees receive 11 paid holidays per year.

The Vine Transit system will operate on December 26th and the transit operator, Transdev Services, will have management staff on-site on December 26th. NVTA administrative staff, including the Transit Director and Executive Director, will be on-call in case of an emergency.

ALTERNATIVES

If December 26th is not approved as a one-time holiday, NVTA staff will operate a skeleton crew that day to keep the NVTA administration office open.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Not applicable

ATTACHMENT(S)

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov
SUBJECT: 2026 Federal and State Legislative Advocacy Program and Project
Priorities and Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the 2026 Federal and State Legislative Advocacy Program (Attachment 1) and receive the Federal and State Legislative update.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Each year, NVTA adopts an annual legislative advocacy program which provides NVTA staff direction on advocacy and project priorities in preparation for the upcoming Federal and State legislative session. The proposed 2026 State and Federal Legislative Platform outlines the agency's legislative priority areas related to transportation, transit, economic development, highway infrastructure, safety, sustainability and the environment, and resiliency.

The Federal Legislative update will be provided by Joel Rubin with the Agency's newest federal advocates- CFM Advocates in Washington, D.C., and the State Legislative update will be provided by Steve Wallach of Platinum Advisors in Sacramento.

FISCAL IMPACT

None for this action. Formal adoption and use of a legislative platform, by clearly indicating NVTa's priorities, may increase the agency's effectiveness when competing for federal or state funding opportunities.

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

Each year the NVTa Board approves the Federal and State Legislative Programs and Project Priorities to establish direction and to authorize staff to advocate for various policy principles and projects, and to seek grant funding.

Attachment 1 is the proposed 2026 Programs and Projects Priorities. Attachment 2 is the redlined version showing the changes from the 2025 Legislative Program and Project Priorities. A summary of the changes is included in Table 1 below.

Table 1: Summary of Legislative Agenda Changes

Item	Reason
Added a preamble.	
Federal Legislative Advocacy Program	
Added an introduction to the document	
Added DOT staffing levels support	To advocate for adequate resources for federal transit and federal highway departments
Added federal tolling policy	To remove administrative barriers that delay toll-funded projects or tolling as a user pay mechanism or congestion management tool
Added advocate for increased funding for the New Starts and Small Starts program and a set aside for Small Starts projects in rural areas.	To set aside a portion of funding in rural areas for small starts projects
Removed state of good repair formula funds for 5337 programs	This point only benefits larger transit rail systems.
Removed "Support efforts...through budget sequestration"	No longer warranted.

Added Small Transit Intensive Cities...	To advocate for continued funding and increase the funding set aside to 5%.
State Legislative Advocacy Program	
Added an Introduction to this section	
Added zero emission bus purchase mandates in the Innovative Clean Transit rule to address funding availability	This is an issue that the California Transit Association and CA Air Resources Board is working on to address issues related to zero emission vehicles and manufacturing and supply chain issues
Regional and Local Advocacy Program	
Removed Napa Countywide Transportation Sales Tax Ordinance	Passed Measure U
Added to Regional Transportation and Housing Measures	Included partnerships on transit oriented development and incentivizing ride share and transit usage
Project Priorities	
Removed Soscol Junction and St. Helena to Yountville Vine Trail	Projects are complete
Minor refinements to several bullet points. Removed Transit Oriented Developments as its no longer an agency priority	Minor refinements
Added SR 116/121/12/29 Comprehensive Multimodal Corridor Plan	An updated Comprehensive Multimodal Corridor Plan is needed to compete for State discretionary funds.

ALTERNATIVES

The Board may elect not to approve the 2026 Federal and State Legislative Advocacy Programs and Project Priorities and instead, staff would request direction from the board on each individual issue or advocacy opportunity as they emerge. Depending on the deadlines for letters, grant applications, policy, and statutory changes, some opportunities may be lost since the board meets just once a month.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

The Legislative Agenda meets all the strategic goals by supporting legislative advocacy for projects, regulatory and statutory reform, however, its impact has greater influence on three specific goals; meeting the needs of the entire community (Goal 1), improving system safety (Goal 2), and supporting Napa County's economic vitality by ensuring staff has the leverage to advocate on behalf of NVTAs priorities.

ATTACHMENT(S)

- (1) 2026 Federal and State Legislative Advocacy Programs, Regional/Local Advocacy and Project Priorities (clean version)
- (2) 2026 Federal and State Legislative Advocacy Programs, Regional/Local Advocacy and Project Priorities (redlined version)
- (3) 2025 Federal and State Legislative Advocacy Programs and Project Priorities 2025

2026 Federal and State Legislative Platform, Regional/Local Advocacy and Project Priorities

The Napa Valley Transportation Authority's Federal and State Legislative Platform and Project Priorities serve as the framework for the Authority's advocacy positions on federal and state legislative, administrative, and budgetary issues. NVTA's advocacy efforts are focused on proposals and funding that advance the Authority's core activities and goals. To maximize the greatest outcomes, the Board adopted the following strategic priorities for 2026.

Federal Legislative Advocacy Platform and Priorities

The Napa Valley Transportation Authority (NVTA) maintains a Federal Legislative Program to advance policies and funding initiatives that support the Authority's mission of delivering safe, sustainable, and efficient mobility options for Napa County residents, industries businesses and visitors. NVTA's federal priorities focus on securing resources and shaping policies that strengthen public transit, improve safety and regional connectivity, support economies and infrastructure resiliency, and promote access to transportation services.

NVTA's legislative program is guided by the NVTA Board of Directors, representing the County of Napa, the cities of American Canyon, Napa, St. Helena, Calistoga, and the Town of Yountville, and reflects the agency's role as both the congestion management agency and the countywide public transit provider. Our federal advocacy efforts are designed to ensure that Napa County's unique needs—as a suburban/rural, agricultural, and tourism-based community—are addressed in federal policy discussions.

• FUNDING PRIORITIES

- Support efforts to fully implement the Bipartisan Infrastructure Law (BIL) (also known as Infrastructure Investments and Jobs Act) and the Inflation Reduction Act of 2022. Make IIJA's advance appropriations a permanent component of the federal surface transportation reauthorization funding
- Advocate for increased appropriations for the Department of Transportation's (DOT) Better Utilizing Investments to Leverage Development (BUILD) program.
- Advocate for increased appropriations for the Department of Transportation's (DOT) Safe Streets and Roads for All (SS4A) grant program or its successor.
- Maintain funding for the Rural Surface Transportation Program at current levels or above.
- Maintain the Bay Area's share of core transit and highway formula funding as a minimum and grow investments through existing formula programs by stabilizing and sustaining Highway Trust Fund support for formula programs including 5307, 5339, 5311 and 5310 transit formula programs and STBG, CMAQ and CRP

- Sustain state of good repair formula funding provided through the 5337 general fund augmentation
- Advocate to preserve and increase appropriations for Federal Transit Administration (FTA) Bus and Bus Facilities funds and Low and No Emission Vehicle Deployment program (FTA §5339 B and C) with particular emphasis on maintaining the current allocation to competitive grants.
- Establish uniform Buy America requirements across USDOT's modal programs to ease compliance obligations until there are adequate Original Equipment Manufacturers (OEM) to meet the demand.
- Make FTA's NEPA requirements for purchasing land consistent with the Federal Highway Administration's (FHWA) NEPA requirements, allowing entities working with FTA to purchase land before the completion of NEPA but not to start construction until the process is finished.
- Advocate for grant programs that fund innovative fuel and other emerging technologies. Support increased funding for advanced/emerging technologies pilot and demonstration programs.
- Advocate for increased appropriations for the New Starts and Small Starts program, as well as establishing a robust set aside for Small Starts projects in rural areas.
- Support efforts that ensure continued protection of transportation programs subject to across-the-board cuts.
- Support efforts to address the National Environmental Policy Act (NEPA) reciprocity language to align the statute of limitation to file a claim to be consistent with the 30-day statute of limitation in the California Environmental Quality Act (CEQA), or at a minimum, to align it with existing NEPA statute of limitations for highway and transit projects which is set at 150 days.
- Streamline Federal Emergency Management Agency (FEMA) reimbursement processes.
- Reform the Federal Aviation Administration's Fuel Tax Policy (79 Federal Register 66282) that requires sales taxes generated on aviation fuel to be spent at the airport.
- Maintain DOT staffing levels so that existing grants are allocated and dispersed in a timely manner.
- Clarify federal tolling policy to remove administrative barriers that delay toll-funded projects or hinder programs using tolling as a user-pay mechanism or congestion management tool.
- NFTA supports an increase to the Section 5307 set-aside for Small Transit Intensive Cities (STIC) from 3% to 5% to help increase the efficiency and capacity of public transportation in communities with populations between 50,000 and 200,000 that meet high-performing transit service criteria compared to larger transit agencies."
- Support efforts to address Medicaid reimbursement for paratransit service.

State Legislative Advocacy Platform and Priorities

The Napa Valley Transportation Authority (NVTa) maintains a State Legislative Program to advance policies, resources, and partnerships that support safe, sustainable, and equitable mobility for the residents and visitors of Napa County. As both the congestion management agency and countywide public transit provider, NVTa is uniquely positioned to integrate local priorities into statewide transportation, land use, climate, and economic initiatives.

NVTa's legislative advocacy is guided by its Board of Directors and reflects the agency's commitment to ensuring that state policies respond to the needs of smaller, rural, and tourism-based communities as well as the broader regional and statewide goals.

NVTa supports legislative efforts that:

- Provide sustainable, predictable, and flexible funding for public transit, active transportation, and roadway improvements.
- Advance safety, climate resiliency, and clean transportation technologies.
- Improve coordination of housing, land use, and transportation policies while preserving local decision-making.
- Promote equitable access to mobility for youth, seniors, people with disabilities, and low-income residents.
- Streamline project delivery, modernize outdated processes, and encourage innovation.

The guiding principles of this program reflect NVTa's belief that local governments need the tools, flexibility, and resources to achieve shared statewide goals in ways that are responsive to community needs. NVTa's advocacy also aligns with the agency's long-term transportation planning efforts, ensuring that local voices are represented in statewide policy discussions and that Napa County receives its fair share of resources to build a safer, cleaner, and more connected transportation system.

• **FUNDING PRIORITIES**

- Work closely with state legislators and agencies to maximize AB 32 Cap and Invest revenues for transportation projects, specifically expanding eligibility to include travel demand management program and traffic congestion relief, grow the transit program, and identify measures to advance funds.
- Advocate for new transit operating funds like doubling Transportation Development Act (TDA) funds, while preserving existing transit capital funding.
- Support efforts associated with SB 125 (Ting), and the work of the Transit Transformation Task Force that supports and enhance California's public transportation systems.
- Support efforts to lower the 2/3rds voting threshold for local transportation sales tax measures.

- Expand efforts that stabilize funding for transportation programs to address fleet transition from traditional fuels to cleaner fuels in response to the Innovative Clean Transit Rule.
- Support efforts to modify the zero emission bus purchase mandates in the Innovative Clean Transit Rule to address funding availability and vehicle supply and commercial readiness.
- Support new funding innovations such as user-based fees (e.g. tolls, parking fees, and other congestion pricing mechanisms) that reduce congestion and stabilize and or generate new revenues for transportation.
- Protect transportation funds from being diverted for other purposes or conditioned for housing production.
- Advocate for formulas that maximize local and regional control of state transportation funds.
- Support efforts that encourage housing development in priority development areas near transit and honor existing growth boundaries, preserving agriculture and open space to reduce vehicle miles traveled.
- Advocate for Transit Oriented Development (TOD) funding and permit streamlining for TOD housing.
- Identify and advocate for measures that would preserve and grow local streets and road revenues.
- Sponsor and support legislation that would condition the sale of excess property in Napa County owned by the California Department of Transportation to be used for highway transportation projects in Napa County as identified by NVTAs Countywide Transportation Plan.
- Support consistent interpretation of the Transportation Development Act (TDA) which guides both TDA and State Transit Assistance (STA) specific to qualifying revenues and eligible recipients and support TDA reform that would eliminate farebox recovery requirements and benefit the Vine Transit system.
- Support efforts to create new funding for Bay Area regional corridor operations, transit connectivity and transit priority on Bay Area highways.
- Support efforts to identify new revenues to implement complete streets programs, safe routes to schools, and bicycle and pedestrian safety projects.
- Support efforts by Caltrans to set-aside State Highway Operations and Protection Program (SHOPP) Funds for Active Transportation and Transit Projects on the State Highway System.
- Project Delivery
 - Support efforts to streamline project delivery requirements and reduce costs for delivering projects, including efforts that streamline CEQA processes.
 - Advocate for regulatory streamlining around public utility requirements.
 - Support project delivery tools and processes related to innovative project funding and delivery including construction manager/general contractor

(CM/GC) project delivery, means-based tolling, and resource restoration and enhancement.

- Environment and Resiliency
 - Support resiliency programs intended to minimize natural disasters that impact transportation infrastructure.
 - Support efforts that would maximize energy security and minimize energy disruptions in order to sustain electric vehicle fleet operations especially during disasters.
- Congestion Relief
 - Support efforts to establish and maintain HOV lanes on State Highways.
 - Support efforts that allow Express Bus and Regional Routes to operate on highway shoulders.
 - Support Caltrans efforts to expand traveler information and other solutions that reduce congestion and increase throughput.
 - Support transit priority on freeways and highways.
 - Support regulatory and legislative efforts to encourage van pools, transit use, and alternative commute options.
 - Support programs that assist employers in meeting the SB 1128 commuter-benefit requirements.
- Safety
 - Support State efforts to implement Vision Zero policies and Local Roadway Safety Plans and programs statewide.
 - Support efforts to expand automated speed enforcement.
- Statutory and Regulatory Changes
 - Support legislation and policies that would allow tolling to reduce vehicle miles traveled, encourage transit use and ridesharing.
 - Support efforts that streamline eligibility screening, applications, and administrative oversight of grants, regulatory compliance, and reporting.
 - Pursue administrative, regulatory or statutory exemption for public transit buses from truck safety inspections by California Highway Patrol or other entity while buses are in revenue service.
 - Support efforts for Medi-Cal transportation coverage for paratransit service providers.

Regional/Local Advocacy Programs

- Regional Transportation and Housing Measures
 - Advocate for regional transportation and housing measures and other efforts led by the Metropolitan Transportation Commission that benefit Napa County and the Vine transit system.
 - Promote and partner on transit-oriented development near multimodal stations that feed the transit system.
 - Incentivize ridesharing and transit use through reimbursable employer-sponsored initiatives such as vouchers and transit passes

Project Priorities

- Improvements to State Route 29 and parallel routes, included in the Comprehensive Multimodal Corridor Plan, including improvements to key intersections such as Carneros (SR 221/SR 29/SR12), Airport (SR 29/SR 12), improvements on SR 29 in American Canyon between Napa Junction and American Canyon Road, and parallel routes along the corridor.
- Napa Valley Forward Intersection Improvements.
- Congestion relief projects and sea-level rise mitigation on State Route 37 including Resilient SR 37 access to public lands
- Projects located in the County's Priority Development Areas, Priority Conservation Areas, and Priority Production Areas
- Technology projects that increase transit operating efficiencies and reduce emissions including transit signal priority and transit queue jump
- Technology projects that improve highway, local street and road operations, including changeable messaging signs and emergency highway operation systems.
- Transit infrastructure projects that improve system resilience including battery storage and microgrid systems.
- Projects included in the Countywide Transportation Plan and Plan Bay Area for NVRTA and Napa's jurisdictions
- Pedestrian and Bicycle Infrastructure, Wayfinding, and Safe Routes, included in the Countywide Active Transportation, Vision Zero and Local Roadway Safety Plans
- Improvements included along SR 121 including the Imola Complete Streets Corridor Plan and intersection improvements at Silverado Five-Way and SR 121/221.
- Rapid Bus corridor improvements on major corridors including project in NVRTA's 2017 Express Bus Pla
- Upgrades to park and ride facilities
- Vine zero emission bus fleet and fueling including a regional charging network
- Countywide electric vehicle charging network

- Explore passenger rail including into the City of Napa and expansion of Capital Corridor and/or Sonoma Marin Area Rail Transit to Napa and Solano Counties.
- SR 116/121/12/29 Comprehensive Multimodal Corridor Plan

2026 Federal and State Legislative Platform and Project Priorities

The Napa Valley Transportation Authority's Federal and State Legislative Platform and Project Priorities serves as the framework for the Authority's advocacy positions on federal and state legislative, administrative, and budgetary issues. NVTA's advocacy efforts are focused on proposals and funding that advance the Authority's core activities and goals. To maximize the greatest outcomes, the Board adopted the following strategic priorities for 2026.

Federal Legislative Advocacy Program

The Napa Valley Transportation Authority (NVTA) maintains a Federal Legislative Program to advance policies and funding initiatives that support the Authority's mission of delivering safe, sustainable, and efficient mobility options for Napa County residents, industries businesses and visitors. NVTA's federal priorities focus on securing resources and shaping policies that strengthen public transit, improve safety and regional connectivity, support economies and infrastructure support climate-resiliency, and promote equitable access to transportation services.

NVTA's legislative program is guided by the NVTA Board of Directors, representing the County of Napa, the cities of American Canyon, Napa, St. Helena, Calistoga, and the Town of Yountville, and reflects the agency's role as both the congestion management agency and the countywide public transit provider. Our federal advocacy efforts are designed to ensure that Napa County's unique needs—as a suburban/rural, agricultural, and tourism-based community—are addressed in federal policy discussions.

• Revenues-FUNDING PRIORITIES

- Support efforts to fully implement the Bipartisan Infrastructure Law (BIL) (also known as Infrastructure Investments and Jobs Act) and the Inflation Reduction Act of 2022. Make IIJA's advance appropriations a permanent component of the federal surface transportation reauthorization funding
- Advocate for increased appropriations for the Department of Transportation's (DOT) Better Utilizing Investments to Leverage Development (BUILD) program.
- Advocate for increased appropriations for the Department of Transportation's (DOT) Safe Streets and Roads for All (SS4A) grant program or its successor.
- Maintain funding for the Rural Surface Transportation Program at current levels or above.
- Maintain the Bay Area's share of core transit and highway formula funding as a minimum and grow investments through existing formula programs by

- stabilizing and sustaining Highway Trust Fund support for formula programs including 5307, 5339, 5311 and 5310 transit formula programs and STBG, CMAQ and CRP
- Sustain state of good repair formula funding provided through the 5337 general fund augmentation
 - Advocate to preserve and increase appropriations for Federal Transit Administration (FTA) Bus and Bus Facilities funds and Low and No Emission Vehicle Deployment program (FTA §5339 B and C) with particular emphasis on maintaining the current allocation to competitive grants.- Relax
 - Establish uniform Buy America requirements across USDOT's modal programs to ease compliance obligations until there are adequate Original Equipment Manufacturers (OEM) to meet the demand.
 - Make FTA's NEPA requirements for purchasing land consistent with the Federal Highway Administration's (FHWA) NEPA requirements, allowing entities working with FTA to purchase land before the completion of NEPA but not to start construction until the process is finished.
 - ~~Support efforts to stabilize and increase revenues that flow to the Highway Trust Fund.~~
 - Advocate for grant programs that fund clean-innovative fuel ~~technologies~~ and other emerging technologies. Support increased funding for advanced/emerging technologies pilot and demonstration programs.
 - Advocate for increased appropriations for the New Starts and Small Starts program, as well as establishing a robust set aside for Small Starts projects in rural areas.
 - ~~Advocate for increased appropriations for the Department of Transportation's (DOT) Rebuilding American Infrastructure and Sustainability and Equity (RAISE) program and its successor.~~
 - ~~Advocate for increased appropriations for the Department of Transportation's (DOT) Safe Streets and Roads for All (SS4A) grant program or its successor.~~
 - ~~Advocate for increased appropriations for Federal Transit Administration (FTA) Bus and Bus Facilities funds and Low and No Emission Vehicle Deployment program (FTA §5339 B and C).~~
 - Support efforts that ensure continued protection of transportation programs subject to across-the-board cuts, ~~through budget sequestration.~~
 - Support efforts to address the National Environmental Policy Act (NEPA) reciprocity language to align the statute of limitation to file a claim to be consistent with the 30-day statute of limitation in the California Environmental Quality Act (CEQA), or at a minimum, to align it with existing NEPA statute of limitations for highway and transit projects which is set at 150 days.

- ~~○ Support increased funding for advanced/emerging technologies pilot and demonstration programs.~~
- Streamline Federal Emergency Management Agency (FEMA) reimbursement processes.
- Reform the Federal Aviation Administration's Fuel Tax Policy (79 Federal Register 66282) that requires sales taxes generated on aviation fuel to be spent at the airport.
- Maintain DOT staffing levels so that existing grants are allocated and dispersed in a timely manner.
- Clarify federal tolling policy to remove administrative barriers that delay toll-funded projects or hinder programs using tolling as a user-pay mechanism or congestion management tool.
- NVTAs support an increase to the Section 5307 set-aside for Small Transit Intensive Cities (STIC) from 3% to 5% to help increase the efficiency and capacity of public transportation in communities with populations between 50,000 and 200,000 that meet high-performing transit service criteria compared to larger transit agencies."
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State Legislative Advocacy ~~Program~~ Platform and Priorities

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- Promote equitable access to mobility for youth, seniors, people with disabilities, and low-income residents.
- Streamline project delivery, modernize outdated processes, and encourage innovation.

The guiding principles of this program reflect NVTa's belief that local governments need the tools, flexibility, and resources to achieve shared statewide goals in ways that are responsive to community needs. NVTa's advocacy also aligns with the agency's long-term transportation planning efforts, ensuring that local voices are represented in statewide policy discussions and that Napa County receives its fair share of resources to build a safer, cleaner, and more connected future transportation system.

Revenues ~~FUNDING PRIORITIES~~

- Work closely with state legislators and agencies to ~~renew and~~ maximize AB 32 Cap and ~~Trade—Invest~~ revenues for transportation projects, specifically expanding eligibility to include travel demand management program and traffic congestion relief, grow the transit program, and identify measures to advance funds.
- Advocate for new transit operating funds like doubling Transportation Development Act (TDA) funds, while preserving existing transit capital funding.
- Support efforts associated with SB 125 (Ting), and the work of the Transit Transformation Task Force that supports and enhance California's public transportation systems.
- Support efforts to lower the 2/3rds voting threshold for local transportation sales tax measures.

- Expand efforts that stabilize funding for transportation programs to address fleet transition from traditional fuels to cleaner fuels in response to ~~Governor Newsom's Executive Order N-79-20 requiring all vehicles to be zero emission by 2035~~ the Innovative Clean Transit Rule.
- Support efforts to modify the zero emission bus purchase mandates in the Innovative Clean Transit Rule to address funding availability and vehicle supply and commercial readiness.
- Support new funding innovations such as user-based fees (e.g. tolls, parking fees, and other congestion pricing mechanisms) that reduce congestion and stabilize and or generate new revenues for transportation.
- Protect transportation funds from being diverted for other purposes or conditioned for housing production.
- Advocate for formulas that maximize local and regional control of state transportation funds.
- Support efforts that encourage housing development in priority development areas near transit and honor existing growth boundaries, preserving agriculture and open space to reduce vehicle miles traveled.
- Advocate for Transit Oriented Development (TOD) funding and permit streamlining for TOD housing.
- Identify and advocate for measures that would preserve and grow local streets and road revenues.
- Sponsor and support legislation that would condition the sale of excess property in Napa County owned by the California Department of Transportation to be used for highway transportation projects in Napa County as identified by NVTAs Countywide Transportation Plan.
- Support consistent interpretation of the Transportation Development Act (TDA) which guides both TDA and State Transit Assistance (STA) specific to qualifying revenues and eligible recipients and support TDA reform that would eliminate farebox recovery requirements and benefit the Vine Transit system.
- Support efforts to create new funding for Bay Area regional corridor operations, transit connectivity and transit priority on Bay Area highways.
- Support efforts to identify new revenues to implement complete streets programs, safe routes to schools, and bicycle and pedestrian safety projects.
- Support efforts by Caltrans to set-aside State Highway Operations and Protection Program (SHOPP) Funds for Active Transportation and Transit Projects on the State Highway System.
- Project Delivery
 - Support efforts to streamline project delivery requirements and reduce costs for delivering projects, including efforts that streamline CEQA processes.
 - Advocate for regulatory streamlining around public utility requirements.

- Support project delivery tools and processes related to innovative project funding and delivery including construction manager/general contractor (CM/GC) project delivery, means-based tolling, and resource restoration and enhancement.
- Environment and Resiliency
 - Support resiliency programs intended to minimize natural disasters that impact transportation infrastructure.
 - Support efforts that would maximize energy security and minimize energy disruptions in order to sustain electric vehicle fleet operations especially during disasters.
- Congestion Relief
 - Support efforts to establish and maintain HOV lanes on State Highways.
 - Support efforts that allow Express Bus and Regional Routes to operate on highway shoulders.
 - Support Caltrans efforts to expand traveler information and other solutions that reduce congestion and increase throughput.
 - Support transit priority on freeways and highways.
 - Support regulatory and legislative efforts to encourage van pools, transit use, and alternative commute options.
 - Support programs that assist employers in meeting the SB 1128 commuter-benefit requirements.
- Safety
 - Support State efforts to implement Vision Zero policies and Local Roadway Safety Plans and programs statewide.
 - Support efforts to expand automated speed enforcement.
- Statutory and Regulatory Changes
 - Support legislation and policies that would allow tolling to reduce vehicle miles traveled, encourage transit use and ridesharing.
 - Support efforts that streamline eligibility screening, applications, and administrative oversight of grants, regulatory compliance, and reporting.
 - Pursue administrative, regulatory or statutory exemption for public transit buses from truck safety inspections by California Highway Patrol or other entity while buses are in revenue service.
 - Support efforts for Medi-Cal transportation coverage for paratransit service providers.

Regional/Local ~~Measures/Ordinance~~ Advocacy Programs

- ~~Napa Countywide Transportation Sales Tax Ordinance~~
 - ~~Lead efforts and advocate to modify the countywide ½ cent sales tax transportation ordinance (Measure T):~~
 - ~~To seek a 30-year extension~~
 - ~~To allow debt issuance to advance projects, improve pavement management scores, and provide seed funding for major in-county projects, and to make other changes that streamline and improve the Measure that enhance services to members of the community.~~
- Regional Transportation and Housing Measures
 - Advocate for regional transportation and housing measures and other efforts led by the Metropolitan Transportation Commission that benefit Napa County and the Vine transit system.
 - Promote and partner on transit-oriented development near multimodal stations that feeds the transit system. :
 - Incentivize ridesharing and transit use through reimbursable employer-sponsored initiatives such as vouchers and transit passes

Project Priorities

- Improvements to State Route 29 and parallel routes, included in the Comprehensive Multimodal Corridor Plan, including improvements to key intersections such as ~~Soscol Avenue (SR 29/SR121/SR12)~~, Carneros (SR 221/SR 29/SR12), Airport (SR 29/SR 12), improvements on SR 29 in American Canyon between Napa Junction and American Canyon Road, and parallel routes along the corridor.
- Napa Valley Forward Intersection Improvements.
- ~~St. Helena to Yountville Vine Trail~~
- Congestion relief projects and sea-level rise mitigation on State Route 37 including Resilient SR 37 access to public lands
- Projects located in the County's Priority Development Areas, Priority Conservation Areas, and Priority Production Areas
- Technology projects that increase transit operating efficiencies and reduce emissions including transit signal priority and transit queue jump
- Technology projects that improve highway, local street and road operations, and ~~transit including transit~~ including transit signal priority, including changeable messaging signs and emergency highway operation systems. ~~and~~
- Transit infrastructure projects that improve system resilience including battery storage and microgrid systems.
- Projects included in the Countywide Transportation Plan and Plan Bay Area for NVTa and Napa's jurisdictions
- Pedestrian and Bicycle Infrastructure, Wayfinding, and Safe Routest, included in the Countywide Active Transportation, Vision Zero and Local Roadway Safety Plans
- Improvements included along SR 121 including in the Imola Complete Streets Corridor Plan and intersection improvements at Silverado Five-Way and SR 121/221.
- Rapid Bus corridor improvements on major corridors including project in NVTa's 2017 Express Bus Plan
- Upgrades to ~~Soscol Gateway Transit Center and~~ park and ride facilities
- Vine zero emission bus fleet and fueling including a regional charging network
- Countywide electric vehicle charging network
- ~~Safe and accessible routes and infrastructure to transit and schools~~
- Explore Passenger rail including into the City of Napa and expansion of ~~the Capital Corridor and/or~~ Sonoma Marin Area Rail Transit to Napa and Solano Counties.
- Transit Oriented Developments

- SR 116/121/12/29 Comprehensive Multimodal Corridor Plan

2025 Federal and State Legislative Advocacy Program and Project Priorities

Federal Legislative Advocacy Program

- Revenues
 - Support efforts to implement the Bipartisan Infrastructure Law (BIL) (also known as Infrastructure Investments and Jobs Act) and the Inflation Reduction Act of 2022.
 - Support efforts to stabilize and increase revenues that flow to the Highway Trust Fund.
 - Advocate for grant programs that fund clean fuel technologies and other emerging technologies.
 - Advocate for increased appropriations for the New Starts and Small Starts program, as well as establishing a robust set aside for Small Starts projects in rural areas.
 - Advocate for increased appropriations for the Department of Transportation's (DOT) Rebuilding American Infrastructure and Sustainability and Equity (RAISE) program and its successor.
 - Advocate for increased appropriations for the Department of Transportation's (DOT) Safe Streets and Roads for All (SS4A) grant program.
 - Advocate for increased appropriations for Federal Transit Administration (FTA) Bus and Bus Facilities funds and Low and No Emission Vehicle Deployment program (FTA §5339 B and C).
 - Support efforts that ensure continued protection of transportation programs subject to across-the-board cuts through budget sequestration.
 - Support efforts to address the National Environmental Policy Act (NEPA) reciprocity language to align the statute of limitation to file a claim to be consistent with the 30-day statute of limitation in the California Environmental Quality Act (CEQA), or at a minimum, to align it with existing NEPA statute of limitations for highway and transit projects which is set at 150 days.
 - Support increased funding for advanced/emerging technologies pilot and demonstration programs.
 - Streamline Federal Emergency Management Agency (FEMA) reimbursement processes.
 - Reform the Federal Aviation Administration's Fuel Tax Policy (79 Federal Register 66282) that requires sales taxes generated on aviation fuel to be spent at the airport.
 - Support efforts to address Medicaid reimbursement for paratransit service.

State Legislative Advocacy Program

- Revenues
 - Work closely with state legislators and agencies to renew and maximize AB 32 Cap and Trade revenues for transportation projects, specifically expanding eligibility to include travel demand management program and traffic congestion relief, grow the transit program, and identify measures to advance funds.
 - Advocate for new transit operating funds, while preserving existing transit capital funding.
 - Support efforts associated with SB 125 (Ting), and the work of the Transit Transformation Task Force that supports and enhance California's public transportation systems.
 - Support efforts to lower the 2/3rds voting threshold for local transportation sales tax measures.
 - Expand efforts that stabilize funding for transportation programs to address fleet transition from traditional fuels to cleaner fuels in response to Governor Newsom's Executive Order N-79-20 requiring all vehicles to be zero emission by 2035.
 - Support new funding innovations such as user-based fees (e.g. tolls, parking fees, and other congestion pricing mechanisms) that reduce congestion and stabilize and or generate new revenues for transportation.
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 - Support programs that assist employers in meeting the SB 1128 commuter-benefit requirements.
 -
- Safety
 - Support State efforts to implement Vision Zero policies and programs statewide.
 - Support efforts to expand automated speed enforcement.
- Statutory and Regulatory Changes

- Support legislation and policies that would allow tolling to reduce vehicle miles traveled, encourage transit use and ridesharing.
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 - Lead efforts and advocate to modify the countywide ½ cent sales tax transportation ordinance (Measure T):
 - To seek a 30-year extension
 - To allow debt issuance to advance projects, improve pavement management scores, and provide seed funding for major in-county projects, and to make other changes that streamline and improve the Measure that enhance services to members of the community.
- Regional Transportation and Housing Measures
 - Advocate for regional transportation and housing measures and other efforts led by the Metropolitan Transportation Commission that benefit Napa County.

Project Priorities

- Improvements to State Route 29 and parallel routes, included in the Comprehensive Multimodal Corridor Plan, including improvements to key intersections such as Soscol Avenue (SR 29/SR121/SR12), Carneros (SR 221/SR 29/SR12), Airport (SR 29/SR 12), improvements on SR 29 in American Canyon between Napa Junction and American Canyon Road, and parallel routes along the corridor
- Napa Valley Forward Intersection Improvements
- St. Helena to Yountville Vine Trail
- Congestion relief projects and sea-level rise mitigation on State Route 37 including Resilient SR 37 access to public lands
- Projects located in the County's Priority Development Areas, Priority Conservation Areas, and Priority Production Areas
- Technology projects that increase transit operating efficiencies and reduce emissions
- Technology projects that improve highway, local street and road operations, and transit including transit signal priority, changeable messaging signs and emergency highway operation systems and battery storage.
- Projects included in the Countywide Transportation Plan and Plan Bay Area for NVTa and Napa's jurisdictions
- Pedestrian and Bicycle Infrastructure, Wayfinding, and Safety, included in the Countywide Active Transportation, Vision Zero and Local Roadway Safety Plans
- Improvements included in the Imola Complete Streets Corridor Plan
- Rapid Bus corridor improvements on major corridors including project in NVTa's 2017 Express Bus Plan
- Upgrades to Soscol Gateway Transit Center and park and ride facilities
- Vine zero emission bus fleet and fueling including a regional charging network
- Countywide electric vehicle charging network
- Safe and accessible routes and infrastructure to transit and schools
- Passenger rail including into the City of Napa and expansion of the Sonoma Marin Area Rail Transit to Napa and Solano Counties.
- Transit Oriented Developments



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Libby Payan, Senior Program Planner/Administrator
(707) 259-8782 / Email: lpayan@nvta.ca.gov
SUBJECT: Community Based Transportation Plan Final Approval

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the final version of the Community Based Transportation Plan (CBTP) (Attachment 1) and Appendices (Attachment 2)

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

All nine counties in the Bay Area are required to update a Community Based Transportation Plan (CBTP) every four years. The CBTPs bring residents, community organizations, and transportation agencies together to improve mobility options for low-income residents. These community-led plans identify the most important transportation challenges and implement strategies to overcome them.

The purpose of the CBTP is to improve mobility options and close transportation gaps for low-income, under-represented and underserved communities in Napa County. To establish the foundation for the plan, the Metropolitan Transportation Commission (MTC) evaluates census data to identify equity priority communities (EPCs). EPCs (formerly Communities of Concern), are census tracts that have a significant concentration of underserved populations, which includes low income, communities of color, non-English speaking communities, and elderly and disabled communities.

At the October NVTa Board of Directors meeting, the 2025 Draft CBTP Plan was presented and released for a public comment period that concluded on November 18, 2025. A number of comments, suggestions, questions and revisions were submitted and the changes to the draft plan are highlighted below.

FISCAL IMPACT

Is there a fiscal impact? - Not with this action

CEQA REQUIREMENTS

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

BACKGROUND

The 2025 draft CBTP was presented at the October 15, 2025, NVTa Board of Directors meeting to release the plan for public comment. Several public comments were received and can be viewed in Attachment 3.

The final version of the CBTP addresses all comments and is included as Attachment 3 to this report for review. Once approved, NVTa will submit this plan to the Metropolitan Transportation Commission which will be incorporated into the NVTa Countywide Transportation Plan, slated for adoption in 2026.

The CBTP contains a diverse list of recommended projects, including capital improvements, transit improvements and information campaigns. Each of these are associated with a unique set of funding challenges and opportunities. The manner in which the projects are integrated into local programming also differs, whether via inclusion in a Capital Improvement Program or adoption as local policy.

Implementation of this plan will require ongoing commitments by NVTa and all of its partner jurisdictions and community-based organizations. NVTa will regularly monitor CBTP progress, maintain a record of project milestones and offer technical support to sponsor agencies. NVTa meets regularly with the planning staff of all of its partner jurisdictions. Once a year during these meetings, NVTa will include an item on the agenda reviewing the project and program implementation timelines listed in Figure 49 and Figure 50 of the CBTP.

More information about the CBTP can be found on NVTa's website at <https://nvta.ca.gov/planning-and-projects/planning/regional/cbtp/>

ALTERNATIVES

None

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

The CBTP is focused on equity and serving the transportation needs of seniors, children and the disabled.

ATTACHMENT(S)

- (1) Final Community Based Transportation Plan: https://nvta.ca.gov/wp-content/uploads/2025/12/Napa-Valley-CBTP-2025_Final_12-04-25.pdf
- (2) Final Plan Appendices: https://nvta.ca.gov/wp-content/uploads/2025/12/Napa-Valley-CBTP-2025_Final_Appendices-A-D_12-04-25.pdf
- (3) CBTP Public & Staff Comments Received

Draft CBTP Comment Log

#	Person	Comment	MIG response/action
1	NVTA Board Director Bernie Navarrez	Ensure that the East Imola EPC includes a footnote or verbiage noting that most of the demographic factors contributing to the EPC are from the Napa State Hospital where patients are unlikely to have a car	Noted, included this in our note regarding this in the community profile. Many residents are from the state hospital; this CT also includes student residents from NVC, who also may not have access to a vehicle
2	Ashley Tenscher	Re: Figure 4. Please elaborate in the report why only ~50% of the population in each town/city appears on this graph.	This graph only includes population whose income is below \$100,000 per year
3	Ashley Tenscher	Re: Figure 6. Please consider digging deeper and fact check: of the Napa County workers with no vehicle at home, 45% drive alone to work. This seems like a large number of people. It also seems like the type of people who would extend a ride to others. The report guesses "perhaps using someone else's car", but it would be valuable to know more or to report what's really happening with more confidence.	Agree this is a large and startling number, which is why we wanted to include it. Agree that potentially this may be a source of rideshares. Using Census Data we cannot know for sure the reasons behind people's choices.
4	Ashley Tenscher	Re: Efforts to Expand Transit Awareness. It would be valuable to measure to what extent an outreach event increases transit awareness to the point that someone rides transit. Please consider how to do that. One possibility would be to distribute trackable complimentary day passes or 20-ride passes (coded for the outreach event) and subsequently track how many passes get used and how.	Potential future project to propose to NVTA to track public transit ridership and use.
5	Ashley Tenscher	Re: the EPC Unincorporated area near Yountville. Within this EPC, where do the significant concentrations of underserved populations live? Is it concentrated in the mobile/modular home park on the corner of Orchard and Solano?	Due to data limitations and privacy considerations, we do not have more drilled down data, but potentially can use qualitative data sources to follow up on this in the future.
6	Ashley Tenscher	Adding in as a potential transit project/improvement for the 2012 EPC - expanding the Bee service outside of Yountville	Added as a project in Strategy H to expand Yountville Bee Line on-demand service beyond Yountville jurisdiction limits (see H3).
7	NVTA Staff	Update the 2023 Pavement Conditions report findings to the newly released 2024 data	Updated the pavement condition scores to show the most recent data
8	NVTA Staff	Update the citation on Figure 4	Citation was updated to reflect data was pulled from the census
9	NVTA Staff	Try to different pictures throughout the plan	Pictures were updated to minimize repeating the use of the same photos
10	NVTA Staff	Update the list of events on page 55 to include the North Napa Shelter and delete Napa Valley College Career Fair	List was updated
11	NVTA Staff	Update minor gramattical errors & errors on figure numbers	Done
12	NVTA Staff	Replace any instances of the word "trail" with "shared-use pathway" when referring to Vine Trail facilities	Done
13	NVTA Staff	Add more details/language regarding the Active Transportation Plan	Done
14	NVTA Staff	Remove outdated citations	Done



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Libby Payan, Senior Program Planner/Administrator
(707) 259-8782 / Email: lpayan@nvta.ca.gov
SUBJECT: Transportation Security-Plan and Assessment Review Toolkit

RECOMMENDATION

That the Napa Valley Transportation Authority Board delegate authority to the Executive Director to develop, prepare, and implement NVTA's Transportation Security-Plan and Assessment Review Toolkit (T-START) for the Soscol Gateway Transit Center and Bus Maintenance Facility

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Transportation Security Administration (TSA) offers public transit agencies free resources to enhance safety through various programs and training opportunities. One of the programs offered by the TSA is a Transportation Security-Plan and Assessment Review Toolkit (T-START). The TSA developed this security plan template to provide owner/operators with baseline security and emergency preparedness recommendations and a framework to build tailored, agency-specific security plans. The TSA traveled to meet with NVTA on several occasions to assist in completing a plan for both the Soscol Gateway Transit Center (SGTC) and Bus Maintenance Facility (BMF). NVTA staff is developing a plan consistent with T-START recommendations.

FISCAL IMPACT

None

CEQA REQUIREMENTS

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

BACKGROUND

The TSA visited the NVTa offices to share information about the various safety resources offered by the agency with the goal of improving safety and security for transit operators. NVTa and Transdev staff attended a free safety training in Oakland, and have engaged in the development a T-START plan for its two main structures, the SGTC and BMF.

The confidential security plan provides a template with baseline security and emergency preparedness recommendations and a framework to build tailored, NVTa-specific security plans. The plan organizes information in an easy-to-use, consistent format and incorporates useful information and tips to strengthen the industry's resilience to disruption of its critical services. The plan covers both the SGTC and BMF in the following categories and initiatives:

- Management and administration
- Current threats
- Business operations
- National Terrorism Advisory System
- Emergency procedures
- Communications plan
- Security training
- Drills and exercises
- Cybersecurity-Information technology
- Physical security
- Personnel security
- Vehicle security
- Chain of custody
- Hazardous materials

This will be the first iteration of the T-START plan and staff will periodically review the plan and make minor modifications as necessary and as approved by the Executive Director. For example, if there is staff turnover or a new training course that was attended by NVTa staff, the plan will be updated to reflect those changes. No funding is tied to the approval of this plan.

ALTERNATIVES

The T-START plan is a voluntary tool that was used by NVTA to analyze its baseline security and emergency preparedness and what actions can be taken to enhance those initiatives.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

The T-START plan creates baseline conditions for security and emergency preparedness at the SGTC and BMF, including reviewing the safety of vehicles. This creates a safer public transit system for riders, staff members and stakeholders.

ATTACHMENT(S)

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Dexter Cypress, Associate Planner
(707) 259-8635 / Email: dcypress@nvta.ca.gov
SUBJECT: Americans with Disabilities Act (ADA) Assessment Services

RECOMMENDATION

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

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

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

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

FISCAL IMPACT

Is there a fiscal impact? Yes, \$260,400 over a five-year period. The estimated cost per year is in Table 1 below:

Table 1: Estimated Yearly Costs for ADA Assessment Services

Expenditure Plan	Mar 26-Feb 27	Mar 27-Feb 28	Mar 28-Feb 29	Mar 29-Feb 29 Option Year 1	Mar 30-Feb 29 Option Year 2
ADA Services	\$47,000 (+8,000 start-up costs)	\$48,000	\$50,000	\$53,000	\$54,400
Financing Plan					
TDA	\$55,000	\$48,000	\$50,000	\$53,000	\$54,400

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

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

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

NVRTA released an ADA evaluation Request for Proposals (RFP) No. 25-R30 on September 11, 2025. NVRTA received three proposals: MV Transportation, ADARide, and Outsource Execs, LLC.

NVRTA selected MV Transportation for their technical experience and understanding of the Agency's needs. With the award of this contract, MV Transportation will assume all evaluation responsibilities for NVRTA's ADA paratransit assessment service on March 1, 2026.

NVTA will work with MV Transportation to ensure that they are properly onboarded and prepared to take over all evaluation needs. This includes exporting all client data from the current system and transferring over to MV Transportation's system, to ensure that renewal paperwork continues to be mailed to clients as necessary.

ALTERNATIVES

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

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

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

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

ATTACHMENT(S)

- 1) NVTA Agreement No. 25-C40
- 2) Public Comment and NVTA Staff Response

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C40

THIS AGREEMENT is made and entered into as of this ____ day of December, 2025 “Effective Date”, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as “NVTA”, and MV Transportation, Inc., a Corporation able to do business in CA, whose mailing address is 2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas, TX, 75204, hereinafter referred to as “CONTRACTOR”;

RECITALS

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

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its December 17, 2025 meeting; and

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

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire three (3) years from the effective date of this agreement with the option to exercise two (2) one-year periods, unless earlier terminated as provided herein, except that the obligations of the parties under “Insurance” and “Indemnification” shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by “Confidentiality,” “Taxes,” and “Access to Records/Retention”).

2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR’s proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

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

3. Compensation.

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$260,400 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

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

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent CONTRACTOR. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose,

including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

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

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

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, the CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request certified copies of the actual insurance policies or relevant portions thereof.

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respect to NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from, pertaining to, or relating to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or its officers, agents, employees, volunteers, Contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other consultants or their subconsultants. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 60 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Payment of Contractor's Close-Out Costs.** [needs approved language inserted]

13. **Disposition of Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTA shall be entitled to claim or apply for the copyright or patent thereof.

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

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

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

NVTA
Danielle Schmitz

CONTRACTOR
MV Transportation, Inc.

Executive Director
625 Burnell Street
Napa, CA. 94559

Dennis Shipman, Senior Vice President
2711 N. Haskell Avenue, Suite 1500 LB-2
Dallas, TX 75204

16. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and requires its employees and subconsultants to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or consultants.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subconsultant's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

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

18. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining

services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTa to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTa may be given by its Executive Director.

(b) 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 an assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

20. **Interpretation; Venue.**

(a) 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.

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subconsultant's shall not deny the benefits thereof to any person

on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTa by the State of California pursuant to Agreement between NVTa and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subconsultant's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

(c) 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 subconsultant.

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

other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

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

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

25. **Conflict of Interest.**

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

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

26. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTa from publishing or otherwise distributing applications and information regarding NVTa job openings where such publication or distribution is directed to the general public.

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

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

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

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

31. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

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

“NVTa”

“CONTRACTOR”
MV Transportation Inc.

By _____
DANIELLE SCHMITZ, Executive Director

By _____
DENNIS SHIPMAN, Senior Vice
President

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
OSMAN MUFTI, NVTa General Counsel

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 NVTA Executive Director or a designated representative and CONTRACTOR. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

2. TERMINATION

Consultant'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

Consultant 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 Consultant 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 Consultant agrees to maintain same until NVTA, 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

Consultant agrees to grant NVTA or any agency that provides NVTA 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 Consultant'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 Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Consultant further agrees to include in all its third-party contracts hereunder a provision to the effect that the Consultant agrees that NVTA, 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 subconsultant, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

5. LICENSE TO WORK PRODUCTS (reserved)

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 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, Consultant 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 Valley Transportation Authority 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/offers, including those who qualify as a DBE. A DBE contract goal of 0 percent has been established for this contract. The bidder/offers 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/offers will be required to submit the following information:

- (a) the names and addresses of DBE firms that will participate in the contract;
- (b) a description of the work that each DBE firm will perform;
- (c) the dollar amount of the participation of each DBE firm participating;
- (d) Written documentation of the bidder/offers's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;
- (e) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (d); and
- (f) if the contract goal is not met, evidence of good faith efforts.

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant 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 consultant agrees to pay each subconsultant 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 NVTA. The prime consultant agrees further to return retainage payments to each subconsultant within thirty days after the subconsultants 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 NVTA. 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 4220.1F 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 Consultant shall not perform any act, fail to perform any act, or refuse to comply with any NVTA requests which would cause NVTA to be in violation of the FTA terms and conditions.

9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES (Reserved)

10. STATE ENERGY CONSERVATION PLAN

Consultant 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)

11. DEBARMENT

Consultant certifies that neither it nor any of its participants, principals, or subconsultants is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NVTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NVTA, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. CLEAN AIR AND WATER POLLUTION ACTS

Consultant 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 Consultant agrees to report each violation to NVTA and understands and agrees that NVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

13. LOBBYING

Consultant 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, Consultant 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, Consultant 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, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants 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 NVTA

or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Consultant's obligation to defend the NVTa is solely limited to reimbursing NVTa for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTa which are ultimately determined to be due to Consultant'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

Consultant 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 NVTa, 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 NVTa as a Recipient of federal or state funds are hereby in turn imposed on Consultant (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.

16. BUY AMERICA REGULATIONS

Consultant agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. The Buy America Certification may be found on file in the offices of NVTa. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subconsultants.

17. COMPLIANCE WITH FTA REGULATIONS

Consultant 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 Master Agreement between NVTa and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

18. DAVIS-BACON ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the consultant does not make payments to a trustee or other third person, the consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) Withholding

The NVTa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the consultant or any subconsultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVTa may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVTa for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government printing office, Washington, DC 20402. The prime Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the consultant or subconsultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The consultant or subconsultant shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the consultant or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the consultants or subconsultants registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the consultant will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, Trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) Compliance with Copeland Act requirements: The consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The consultant or subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a consultant and a subconsultant as provided in 29 CFR 5.12.

(h) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes

between the consultant (or any of its subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of eligibility:

(i) By entering into this contract, the consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

19 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Overtime requirements: No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages : In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages : The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts: The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier

subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Consultant 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 NVTa, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Consultant 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 subconsultant who will be subject to its provisions.

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

(a) The Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

(b) The Consultant 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 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 Consultant, to the extent the Federal Government deems appropriate. (3) The Consultant 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 subconsultant who will be subject

22. CARGO PREFERENCE-U.S.FLAG

(a) Agreement Clauses. "Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be

transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime Consultant in the case of subconsultant bills-of-lading).

(b) Consultant and Subconsultant Clauses. "Use of United States-flag vessels: The consultant agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to the Contracting Officer (through the prime consultant in the case of subconsultant bills-of-lading).

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

ATTACHMENT E-1

Local Agency Proposer DBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

CONTRACT GOAL: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

[illegible]

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Proposal Award Date: _____

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name	Signature	Date
------------	-----------	------

Local Agency Representative

(Area Code) Telephone Number:

For Caltrans Review:

Print Name	Signature	Date
------------	-----------	------

Caltrans District Local Assistance Engineer

Total Claimed
Participation

\$

%

Signature of Proposer

Date _____

(Area Code) Tel. No.

Local Agency Bidder - UDBE Commitment (Rev 3/09)

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

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

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

Contractor is to fulfill the requirements outlined below:

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

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

ADA ELIGIBILITY PROCESS AND ASSESSMENT

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

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

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

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

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

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

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

ADA APPLICATION, CERTIFICATION, ENROLLMENT, AND DENIAL PROCESS

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

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

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

REPORTING AND DATA REQUIREMENTS

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

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

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

STAFF REQUIREMENTS

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

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

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

MEETINGS

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

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTa pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report

Response to Public Comment dated November 19, 2025 from ADA Ride

Two main points were raised by ADA Ride in the Public Comment on the ADA Eligibility Contract Recommendation.

- 1) Service Hours** NVTA Staff notes the commentor's understanding that service hours refer to the time spent conducting evaluations. This new contract is structured with a fixed administrative cost and a cost per evaluation, not by service hours. Based on experience from the past three years, staff expect that the number of ADA eligibility evaluations for 2026-2028 will remain at or below the volume of 200 annually. The table below demonstrates that in each of the past three years, the actual number of evaluations - and corresponding service hours - was under budget. Consequently, NVTA staff anticipates that the annual number of evaluations will not exceed 200.

Fiscal Year	Budget for Service Hours for 200 Annual Evaluations	Actual Spending based upon 99 to 156 Annual Evaluations	Yearly Remaining Balance
FY 22-23	\$44,044	\$33,126	\$14,918
FY 23-24	\$48,822	\$39,867	\$8,955
FY 24-25	\$54,002	\$40,179	\$13,824
FY 25-26*	\$55,000		
FY 26-27	\$48,000		
FY 27-28	\$50,000		

*Contract would start in March 2026 and FY 25-26 to 27-28 are from MV proposal

If more evaluations are required in a given year, NVTA will be charged a set per-evaluation fee. If, over five years, the number of evaluations exceed the budget, NVTA staff would go to the Board to approve additional budget. This process applies to all three contractors who bid on the contract, so the 'service hours' are not specific to any contractor.

- 2) Price** Per the RFP, evaluations were based upon the following factors.

- Understanding of the Work to be done
- Firm, Entity/Individual Background, and Experience with/ Similar Public Entities
- Qualifications of Proposer and Project Staffing
- Cost - Rates Value

Costs were one factor, and it was divided between a fixed administrative cost and a cost per evaluation. The ADA Ride proposal was less per evaluation than MV, but higher in the administrative costs per month. If there is a high number of evaluations, then the ADA Ride proposal would cost slightly less per year, but the small cost difference did not outweigh the scores on the other evaluation criteria.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Diana Meehan, Planning and Programming Manager
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Countywide Transportation Plan Performance Metrics Revisions

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board of Directors approve revisions to the Countywide Transportation Plan (CTP) 2050 Performance Metrics.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The NVTA Board opened a Call for Projects for the Countywide Transportation Plan 2050 along with approval of revised performance metrics at the September Board meeting. NVTA staff received public feedback on the revised performance metrics and made minor revisions and additions to better align performance to updated CTP goals and objectives and requests the Board approve these revisions.

FISCAL IMPACT

No

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION

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

BACKGROUND

NVTA is responsible for developing long-range countywide transportation priorities through an integrated planning process. The NVTA Board of Directors approved the most recent Countywide Transportation Plan, Advancing Mobility 2045, in May 2021 (CTP 2021). The update to the current plan (CTP 2026) kicked off with a Board Retreat in April 2025 and is anticipated to be complete by May 2026. The Countywide Transportation Plan (CTP) is updated every four years.

The 2021 CTP was the first time performance metrics were introduced. Performance metrics in the CTP serve as a framework to measure progress toward regional goals such as safety, equity, sustainability, and system efficiency. As part of the CTP update process, performance metrics were revised to better align with updated goals and objectives, and to demonstrate the effectiveness of transportation investments. Some metrics from the previous plan were determined to still be valid, but were refined for clarity, while others were adjusted or simplified for better understanding towards demonstrating performance. After the September meeting adoption of the updated performance metrics, staff received comments from members of the public requesting minor adjustments. Staff reviewed these requested changes and agreed inclusion will improve the performance metrics overall.

Changes include:

- Shifting one metric to a different category to better align with the updated goal
- Adding trip completeness by day to monitor transit system performance
- Adding unlinked transit passenger trip mode share to understand transit mode share increases or decreases separate from other alternate modes
- Adding number of Transit Signal Priority intersections-to measure technology improvements that increase transit efficiency

Table 1 below indicates each performance metric category along with corresponding updated CTP 2050 goals. Metrics are shown in the right column in redline to indicate the revisions. Each measure specifies its data sources—both qualitative and quantitative—since not all metrics can be captured numerically but still contribute important information about transportation impacts and outcomes.

Staff recommends the Board approve these minor changes to the CTP performance metrics to be used for evaluating and tracking performance of the programs and projects once the final CTP is adopted later next year.

Table 1: CTP 2026 Performance Metrics-Revised

Performance Metric Category & Goal	Measure
Equity: Distribute Resources to ensure all community members have equal access to jobs, services and education	<ul style="list-style-type: none"> Expand transit pass sales for students, seniors and disabled individuals. Source: NVTA Number of projects or programs that improve access for equity priority communities. Source: NVTA
System Safety: Improve system safety for all users	<ul style="list-style-type: none"> Number of complete streets projects in design and/or funded. Source: NVTA Biennial rate of severe injury and fatal collisions countywide. Source: TIMS/SWITRS
Strong Stewardship of Public Funds: Optimize financial resources by building on federal, state and regional relationships	<ul style="list-style-type: none"> Travel time from specified origin to destination (minutes/hours reduced by 2050). Source: Inrix Explore public-private partnerships for alternative transportation programs and projects. Source: NVTA Trip Completeness by Day (Transit System Performance). Source: NVTA GTFS (added per public comment)
Economic Vitality: Improve the movement of people and goods	<ul style="list-style-type: none"> Truck travel time from specified origin to destination (minutes/hours reduced by 2050) Source: Inrix Number of jobs accessible by transit within one hour during the morning commute period. Source: GIS exercise using GTFS and LEHD jobs data Increase number of active users in NVTA's TDM program by targeting large employers. Source: V-Commute (shifted-better aligned with this category)
Energy: Reduce the impacts of transportation on the Environment, including climate change and emissions	<ul style="list-style-type: none"> Replace gas-powered buses and expand fleet with alternative fuel-powered buses. Source: NVTA Share of green trips. Source ACS Unlinked transit passenger trip mode share. Source: NVTA
Maintenance and Rehabilitation: Improve and modernize the existing transportation system	<ul style="list-style-type: none"> Countywide PCI score of 70. Source: MTC Vital Signs Number of TSP intersections countywide: Source: NVTA

ALTERNATIVES

The Board could decide not to accept these proposed changes and keep the previously adopted metrics.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

Performance metrics provide an understanding of how well transportation programs and projects and investments serve community members, which allows us to evaluate and improve as needed to provide the highest level of transportation services to all community members.

ATTACHMENT(S)

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Policies, Practices and Procedures Manual

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the NVRTA Policies and Procedures for Personnel (Attachment 1), Communications, Public Relations, Governmental Affairs (Attachment 2), Transit (Attachment 3), and Office Management (Attachment 4).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

A refinement of NVRTA Policies, Practices and Procedures Manual is being proposed to better serve the needs of the Agency as sections have not been updated for up to 10 years. Approval of the proposed changes (Attachments 1-4) to designated sections will update the chapters to reflect current Agency operations and best practices. Upon approval, a designated Table of Contents will be established for each Section.

FISCAL IMPACT

None

CEQA REQUIREMENTS

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

BACKGROUND

NVTA is committed to ensuring consistency and transparency in its service to the public. The Agency adheres to established operational guidelines in the form of a Policies, Practices and Procedures Manual. It is the duty of the Agency to keep the manual current by providing refinements to relevant sections. Refinements are needed in the following areas and redlined in Attachments 5-8:

Personnel Policies

The Personnel Policies and Procedures are for the guidance of the management and supervisory staff and for employees of the Agency. Updates to Section 4.5 Appearance, Conduct and Hygiene, Section 6.3 Agency Vehicles and Section 8.2 Retirement are needed to promote current workplace standards and reflect industry common practices.

Office Management

The purpose of this policy is to provide guidance in maintaining and performing administrative functions of the Agency. Proposed changes throughout this section are recommended as the policy is outdated and in need of operational and administrative updates.

Public Relations, Governmental Affairs and Communications

The purpose of combining the Public Relations, Governmental Affairs, and Communications policy is to provide consistent, uniform guidelines for creating public meetings, agendas, and public hearing notices, as well as ensuring clear and effective communication with the public. These guidelines help ensure that Board members, committee members, and staff receive the necessary information in advance to prepare adequately, make informed decisions, and maintain compliance with the Brown Act, Title VI, FTA environmental justice, and public records requirements. Approval of the proposed changes will modernize administrative operations—last updated in 2014—by bringing all related sections current and consolidating the Communications and Public Affairs policy into the same chapter as Public Relations and Governmental Affairs.

Transit

To support the Agency's commitment to implement the highest quality transit services possible, the policies and standards provide guidance to uphold these ideals. The proposed changes include:

Chapter 3 Section 2 Fare Policies

Lifetime Pass – NVTA currently issues a Lifetime Pass where individuals over 90 can ride any routes and services like VineGo for free. They complete a simple application to show proof of age and receive a pass entitling them to free rides. The program has been in place since 2006, but was not documented in the NVTA Policy documents. NVTA would like to document the program in its transit policies and lower the age from 90 to 85 to

increase usage of the program. Records show that now more than 24 people annually receive a pass.

Chapter 8 Taxi Scrip

The NVT transit division is in the process of taking over the administration of a number of programs previously administrated by the finance and planning departments. One of those programs is Taxi Scrip. Staff would like to remove program specific elements from the Policies and instead create Program Guidelines that will be Board approved and can be updated periodically without having to amend the Transit Policies in their entirety.

ALTERNATIVES

Without these approvals, the policies are outdated and do not reflect current standards.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Not applicable

ATTACHMENT(S)

- 1) Draft Policies, Practices and Procedures Manual: Personnel
- 2) Draft Policies, Practices and Procedures Manual: Communications, Public Relations and Government Affairs
- 3) Draft Policies, Practices and Procedures Manual: Transit
- 4) Draft Policies, Practices and Procedures: Office Management
- 5) [Redlined Policies, Practices and Procedures Manual: Personnel](#)
- 6) [Redlined Policies, Practices and Procedures Manual: Public Relations and Government Affairs and Communications](#)
- 7) [Redlined Policies, Practices and Procedures Manual: Transit](#)
- 8) [Redlined Policies, Practices and Procedures Manual: Office Management](#)

POLICIES, PRACTICES AND PROCEDURES MANUAL

CHAPTER 1:
PERSONNEL

Board of Directors Approved:
06/18/2008

Board of Directors Approved Amendments:
12/06/2009
09/22/2010
12/16/2011
02/19/2014
11/18/2015
04/18/2018
10/17/2018
07/15/2020
06/26/2024
12/17/2025

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SECTION 1 INTRODUCTION

Section 1.1. Overview of Personnel Policies

1.1.1 Statement of Policy

The following employment policies, procedures and rules for the administration of employer/employee relations will be referred to as these “Personnel Policies and Procedures.” These Personnel Policies and Procedures are for the guidance of the management and supervisory staff and for employees of the Agency and their employee organizations.

1.1.2 Construction and Limitations

The Personnel Policies and Procedures shall be subject to the following limitations, conditions, constructions and interpretations:

- A. The Agency reserves the right to rescind, revise or supplement the Personnel Policies and Procedures at any time and from time to time.
- B. The Personnel Policies and Procedures do not constitute a contract with any employee.
- C. Employees who are appointed and serve “At Will” have the right to terminate employment with NVTa at any time, with or without advance notice and with or without cause. NVTa, as the employer, likewise has the right to terminate the employment of an At Will employee at any time, with or without advance notice and with or without cause. No one in the Agency other than the appointing authority, e.g. either the NVTa Board of Directors or Executive Director, may alter that At Will arrangement, or enter into an agreement for employment for a specified period of time, or make any agreement contrary to this provision. To the extent any Personnel Policies and Procedures set forth in this document are contrary to or inconsistent with the At Will status of an employee, such policies and/or procedures shall not apply to such employee.
- D. These Personnel Policies and Procedures supersede and replace any earlier policies, rules, regulations, handbooks, manuals, guidelines and practices relating to employment with the Agency.
- E. In the event any section or provision of this manual is declared invalid by a court of competent jurisdiction or is contradictory to any federal or state law or regulation, the remaining provisions shall not be invalidated and shall remain in full force and effect.

1.1.3 Implementation of the Policies

The Executive Director is responsible for developing and amending the administrative procedures that provide the steps and guidelines for carrying out the policies contained in this document. Administrative procedures, which could significantly affect employees or financially impact the NVTa, will be referred to the NVTa Board for approval.

SECTION 2 EMPLOYMENT STATUS

SECTION 2.1 DEFINITIONS

For the purposes of these rules the following definitions shall apply:

Agency: Napa Valley Transportation Authority

Applicant: A person who has made a formal request on a prescribed form in order to qualify for Agency employment.

Appointment: The offer to a person, and his/her acceptance of a position in accordance with the provision of these rules.

At Will: An employment relationship which either party (employer or employee) has the right to terminate at any time, with or without prior notice and with or without cause. This arrangement is called "employment At Will". An At Will employee serves at the pleasure of the appointing authority (in the case of the Executive Director, the appointing authority is the NVTa Board of Directors; in the case of all other At Will employees, the appointing authority is the Executive Director, unless otherwise appointed by the NVTa Board of Directors). An At Will employee is not afforded probationary or permanent employee status. At Will employment status is defined as follows:

- a. At Will employees include the Executive Director.
- b. Part time limited term, temporary, and special status hires separate from a regular, full-time, or part-time permanent staff member and dependent on specific hiring conditions.

Board: The NVTa Board of Directors Members.

Candidate: Any applicant who has been admitted to an examination.

Compensation: Any salary, wage or other emolument paid to an employee for performing the duties of a position.

Continuous Employment: Employment uninterrupted from the date of appointment, except for authorized absence.

Demotion: A change from a position in one class to a position in a lower class.

Discharge: The termination of employment of an employee for disciplinary purposes.

ED: Executive Director

Eligibility List: A list of names of candidates who have been qualified for a specific job.

Employee: Any person who occupies a position in the Agency service and receives compensation for services performed for the Agency.

Employee Representative: An individual who appears on behalf of the employee.

Examination: A test or group of tests to determine the fitness and relative ability of persons seeking employment or promotion.

Exempt Employee: An employee who is not subject to the overtime provisions of the federal Fair Labor Standards Act.

Grievance: A complaint of an alleged violation of a rule or regulation upon which he/she desires official action to be taken.

Layoff: An actual separation from Agency service, an involuntary permanent reduction in work hours, or a demotion in lieu of layoff.

Leave-of-Absence: Permitted absence from duty for a specified period of time.

Minimum Qualifications: Standards of education and experience, knowledge, skills and abilities, and personal and physical characteristics as are prescribed in the class specifications.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time or part-time employment of one person.

Permanent: The status of an employee who is lawfully retained in his/her position after the completion of the probationary period as provided in these rules.

Probationary: The status of an employee who has been certified and appointed as a probationary employee in accordance to these rules. Probationary status constitutes a trial period of six (6) months full employment and is to be considered part of the selection process. Employees receiving a promotion are also subject to a probationary period of six months. A probationary employee may be separated by the Agency from employment service at any time during the probationary period without right of appeal or hearing. Employees may also be subject to a performance related probationary period if an employee performance is not meeting the job requirements of a position regardless of how long that person has been employed by the agency. The length of the probationary period is at the discretion of the supervisor and/or the executive director.

Promotion: Changing from a position in one class to a vacant position in a higher class with a higher salary range without a break in service.

Re-employment Eligibility Lists: Lists established as a result of laying off probationary or permanent employees.

Regular Position: A budgeted position.

Resignation: Separation of an employee made at the request of the employee.

Salary Merit Increase: An increase in salary within the salary range prescribed for the class, based upon performance during the first six months of employment, unless initially appointed above the minimum step, and annual adjustments thereafter (based on the Performance Evaluation) until attainment of the top step of the salary range.

Separation: Any termination of employment.

State: The State of California.

Status: The condition of an employee's appointment, such as part-time, At Will, or probationary, permanent, or temporary.

Suspension: An enforced leave of absence without pay for disciplinary purposes.

Temporary: "Temporary" is the status of those persons employed for a temporary period (limited term) to perform a specific task, job or assignment. Such employees are not entitled to holiday pay and shall not earn vacation, personal or sick leave. In addition

temporary employees shall not be eligible for salary merit increases nor entitled to participate in the Agency's retirement program. Temporary employees serve At Will.

Termination: Ending the employment of an employee by the agency.

Transfer: A change from one position to another in the same or similar class without any break in service. Such change in classes must have the same salary range and similar qualifications.

Vacancy or Vacant Position: Any unfilled allocated position in the Agency. A position shall be deemed vacant when it is not filled by an employee in the class to which the position has been allocated.

Year: A twelve (12) month period unless otherwise designated.

SECTION 2.2 HIRING PROCESS

2.2.1 Statement of Policy

This process sets forth procedures to follow when filling position vacancies other than the Executive Director. A vacancy occurs when a job opening will be filled by adding staff or by replacing an employee by either hiring an employee from outside the Agency or by transfer of an existing employee.

2.2.2 Personnel Request

A. Initiation

A request for personnel will be initiated by the Executive Director when a vacancy is to be filled.

2.2.3 Employee Selection

B. Job Vacancy Posted

Job vacancies will be posted on appropriate Agency bulletin board for the purpose of informing existing employees who may wish to submit an application.

C. Advertising

The Executive Director may advertise the job vacancy and, if necessary, list the vacancy with the California Employment Development Department. Temporary and/or part-time openings may be listed with the local colleges, or other appropriate educational institutions.

D. Employment Application

All applicants, internal and external, will be required to complete an employment application for each vacancy applied. Employment applications are available in the Agency's Human Resources office and on the NVTa web page.

E. Screening Applicants

The Human Resources department shall submit appropriate screening criteria and interview questions to the ED for approval. The ED will screen the applications to identify those that meet the criteria.

F. Interviewing

The ED, or his/her designee, and an additional panel of interviewers if appropriate, will interview employees and applicants that have been selected from the screening process. Interviewers not able to fairly assess the applicant due to a personal relationship or other reason will be disqualified from participating on the panel.

G. Documenting the Interview

During or immediately after each interview, each interviewer shall complete the Interview Rating Sheet which is provided to assist in arriving at a final decision. Appropriate numerical values representing the degree of each evaluation factor, based on the interview, job-related experiences or skills, or other pertinent criteria depicting the candidate's qualifications, shall be entered on the Interview Rating Sheet form. The order of qualified candidates shall be from the highest to the lowest total point value.

H. Selection

The decision concerning which candidate to select rests with the ED.

I. Notification.

Once the decision to hire or promote has been approved, it will be the responsibility of the Human Resources department to notify the prospective employee of his/her acceptance (pending any required background check) and the unsuccessful applicants of their rejection.

2.2.4 Placing Employee on the Payroll

Duties of the Executive Director or Designee:

1. The prospective employee will be given a conditional offer of employment conditioned upon the successful completion of a background check.
2. A background check may be conducted. If the prospective employee passes this part of the screening process, he or she may be required to take a medical exam
3. Upon successful completion of the background check and medical exam, the following steps will be taken:
 - (a) The ED will send an offer letter to the prospective employee, which must be signed and returned.
 - (b) A start date is coordinated with the Human Resources department.
 - (c) The prospective employee will be given an orientation interview covering the information identified in Section 2.3.2 of these Policies and Procedures.

SECTION 2.3 NEW EMPLOYEE ORIENTATION

2.3.1 Statement of Policy

All new employees will participate in a new employee orientation meeting with representatives from Agency administration and the employee's Supervisor.

2.3.2 Content of Orientation

The subjects that should be covered during such orientation, as applicable, include the following:

J. Information to Be Covered By Administration

- Job description
- Workplace harassment policies/training
- Personnel Policies and Procedures
- Personnel records and files
- The probationary period and extension (applicable to rehires, promotions, and transfers, as well as for new hires (other than At Will hires).
- Wages and salaries
- Performance evaluation
- Safety
- Employee communications and office decorum
- General working conditions
- Organizational chart

K. Information to Be Covered Regarding Benefits:

- Group insurance programs
- Employee's retirement and deferred compensation plans
- Workers' Compensation medical and disability coverage
- Payroll forms such as W-4, automatic deposits, etc.

L. Information to Be Covered By Human Resources

When the employee reports to work, the Human Resources department will review with the employee the general employment conditions, as applicable, including but not limited to:

- Introduction to fellow workers
- Organization and purpose of the Agency
- Attendance
- Safety
- Other related policies and procedures applicable to the employee

When the employee reports to work, the Department Head will review with the employee the general employment conditions, as applicable, including but not limited to:

- Specific job duties, training and performance standards
- Employee assignments

SECTION 2.4 Probationary Period

2.4.1 Statement of Policy

The probationary period is the final and most important phase of the selection process and is used for assessing the performance, ability, conduct and fit of the employee in the position to which appointed. During the probationary period the employee may be separated by the Agency at any time and for any reason, with or without cause.

All appointments to full-time and part-time positions, other than At Will appointments, are subject to the provisions of Section 2.4 and serving a probationary period. During the probationary period, employees are not eligible for time off using accrued vacation hours, personal leave hours, management leave hours or other paid time off (PTO). Request for time off must be approved by their supervisor and will be unpaid. Accrued sick leave may be used at any time and are subject to the provisions of Section 7.3.

2.4.2 Duration of Probationary Period

A probationary period shall be for six (6) months for all employees, and shall begin on the first date of employment or promotion. An employee shall not attain regular full-time status in the new position until he or she has completed a probationary period of six (6) months continuous service in that position.

The term "continuous service" as used in this section means a period of six (6) months of work uninterrupted by a leave of absence. Where such interruptions occur, the Agency may extend the probationary period.

2.4.3 Termination of Probationary Period

Permanent status of the probationary employee shall begin after receipt of a positive evaluation no sooner than the end of the probationary period.

A probationary employee may be separated by the Agency from service at any time during the probationary period without right of appeal or hearing.

2.4.4 Rejection of Probationer Following Promotion

For any employee who fails to satisfactorily complete the probationary period following a promotion, the provisions of Section 2.8.5, Procedure When Employee Does Not Pass Probation, shall apply.

2.4.5 Effect of Leaves of Absence on Probationary Period

An employee who is on leave of absence without pay during his/her probationary period may have the probationary period extended by his/her supervisor. The extension may be up to the amount of time of the leave without pay. The Agency shall notify the employee of the extension in writing prior to the end of the probationary period as provided in Section 2.4.2.

SECTION 2.5 Job Classification

It is recognized that the creation and/or redesign of job classifications for all Employees, including the establishment of duties and the qualifications required therefore, are exclusive functions of Agency management.

All positions are evaluated according to necessity, relative skills required to do the work, and in some case, the market. Positions that are similar in type of work, level of difficulty and level of responsibility are grouped together in the same class. All positions in the same class are treated alike in such matters as salary and minimum qualifications.

The Executive Director and Human Resources will periodically review the work performed by employees to determine whether they are appropriately classified. If the duties of a position are found to have changed substantially, or the need for maintaining the position is at issue, the supervisor may recommend that the position be re-evaluated, reclassified, or abolished. Similarly, job descriptions will be prepared for any new positions which will be evaluated and classified according to their relative worth.

SECTION 2.6 Job Descriptions

Job descriptions define essential and other duties that an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature or as needed.

Full job descriptions and salary ranges are available for review and will be provided by Human Resources upon request.

SECTION 2.7 Assignment and Transfer

2.7.1 Statement of Policy

While it is management's intent to schedule work and assign personnel in such a manner as to achieve maximum utilization of the respective employee's abilities, and while it is management's intent to encourage an employee's progression upward in the same line of work, it is recognized that conditions which affect Agency's operations will require flexibility in work assignments to permit cross-training and to stabilize the workload among departments. It is therefore also recognized that as conditions require, management will assign, and Management Employees and Non-Management Employees will perform, duties which may not be within the usual scope of classification responsibilities.

2.7.2 Temporary Assignments

If an employee is temporarily assigned to the full duties and responsibilities of a higher classification, he /she will be paid a higher rate for the entire period when working in the higher wage classification. If assigned to a lower wage classification, the employee will not earn less than he or /she would normally earn in a pay period in his/her regular classification.

A temporary job classification assessment form must be submitted to and approved by the Executive Director in advance.

SECTION 2.8 Promotion

2.8.1 Statement of Policy

It is the intent of the Agency that vacancies shall be filled by internal promotion of qualified Agency employees when feasible.

2.8.2 Application Procedure

When the Agency intends to fill a job opening, a notice of such opening listing essential qualifications and functions of the job shall be placed on appropriate Agency bulletin board. Employees shall have five (5) working days to apply for the position from the date of posting. All interested employees must file an application to be considered for the open position. In the event that no employees apply or are qualified for the position, the Agency may seek other applicants. The five (5) day in-house posting period may be reduced or waived when management is faced with emergency circumstances.

2.8.3 Criteria for Selection

M. Minimum Qualifications

To be considered a qualified applicant for any opening, an applicant must possess the minimum qualifications established for the position and, if applicable, pass any physical examination or drug and alcohol test that may be required as a conditional offer of employment.

N. Other Qualifications

The employee's qualifications will also be assessed in accordance with the priorities listed below:

- Test score, if test is given
- Related experience
- Ability to progress in position
- Documented performance
- Oral interview
- Experience and performance in previous Agency employment; and
- If all else is equal, upon length of employment with the Agency.

2.8.4 Probationary Period

Employees promoted to another position within the Agency shall serve a probationary period in the new position for the purpose of allowing the Agency to assess the employee's performance, ability, conduct and fit in the new position as provided in Section 2.4.2. Promoted employees who hold a regular-full time status may continue using PTO during this promotional probationary period.

2.8.5 Procedure When Employee Does Not Pass Probation

If the employee is unsuccessful in the new position, the following procedure will apply:

O. If a Vacancy Exists

The employee will be returned to his or her former position provided a vacancy still exists.

P. If a Vacancy Does Not Exist in the Former Position

1. The employee will be afforded the opportunity to compete in a vacancy for another position for which the Agency determines he or she is qualified.

2. If no other vacancy exists, or if the employee is unsuccessful in the bidding process for a vacant position, the employee may be laid off. Layoff; however, for a period of one year following layoff, the employee will be eligible to be rehired in the first available opening for which he or she is determined to be qualified.

SECTION 2.9 Anti-Nepotism Policy and Non-Fraternization Policy

2.9.1 Statement of Policy

The Agency's policy is to hire, promote and transfer employees on the basis of individual merit and to avoid any hint of favoritism, conflict of interest or discrimination in making such decisions. The employment of relatives, spouses or domestic partners is regarded as a potential violation of this policy. Even if favoritism, an actual conflict of interest, or discrimination is not shown, the existence of the situation may precipitate an appearance of unfairness or conflict of interest.

2.9.2 Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility

An employee's relatives, spouses or registered domestic partners (as defined under state law) may only be employed within the same work area, department or Agency facility when the following criteria are met:

3. Such employment does not adversely affect safety, morale, security, internal financial control, or supervision and the individuals involved do not work in direct supervision of each other.
4. An employee neither initiates nor participates in making institutional recommendations or decisions which would directly affect employment status of their spouse, registered domestic partner or relative(s). These recommendations/decisions include, but are not limited to, selection, appointment, retention, tenure, work assignments, promotion, demotion or salary.

The Agency may prohibit assignment or reassign employees if, in its sole discretion, it finds that any of the above criteria are not met.

2.9.3 Application of the Policy

5. "Relatives" refer to persons related by blood or marriage, or any relative residing in the immediate household of the employee (including, but not limited to: wife, husband, parent, child, grandparent, brother, sister, in-laws, aunt, uncle, step relatives).
6. This policy also applies to persons who are registered domestic partners as defined under state law.

2.9.4 Marriage or Registered Domestic Partnership Arising Between Employees While Employed

1. Should two employees marry or form a registered domestic partnership while both are employed by the Agency, they may

continue their employment in the same jobs provided that the criteria set forth in Section 2.9.2 are met.

2. If the criteria are not met, one of the employees in the marriage, or registered domestic partnership, must change jobs, work locations or leave the Agency. The couple will make a decision within thirty (30) days of the marriage or partnership, as to which of the two of them will change positions. If this decision is not made within 30 days, based upon its business needs, the Agency reserves the right to determine which employee will be transferred or whose employment will be terminated based upon the operational interests and needs of the Agency.

2.9.5 Non-Fraternization

In order to promote the efficient operation of the Agency and its business and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security and morale, and possible claims of sexual harassment – managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this provision will be subject to discipline, up to and including discharge.

SECTION 2.10. Performance Evaluation

An employee serving a six (6) month probationary period shall receive evaluations from their immediate supervisor at completion of the employee's probationary period. A three (3) month evaluation may be conducted by their immediate supervisor upon request by the employee or if the employee is not meeting a minimum performance standard as outlined in the job description. Failure to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees, by the six-month review will be considered as failing probation. An employee may be released from employment upon failing probation or at the discretion of the Executive Director an employee failing to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees at the end of their six-month probation review may have their probation period extended to up to three (3) months.

Evaluations for permanent employees shall be completed annually.

Such evaluations shall be on forms and under procedures prescribed by the Executive Director.

Salary movement through a pay grade will be based on performance which is reviewed on an annual basis on the employee's anniversary date.

Pay grade ranges are approximately 20% from beginning step to the top of the pay grade. An employee may receive an increase within their pay grade based upon their performance and NVTB Board allocation of a salary pool. Once an employee reaches the top of their pay grade they will still be subject to annual performance reviews.

The pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano County Transportation Authority

increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater.

The results of the performance evaluation shall be taken into account in the following ways:

7. A discretionary leave of absence will be granted only to an employee whose last evaluation was at least satisfactory.
8. The general record of service as well as specific and immediate disciplinary charges will be taken into account when disciplinary action against an employee is proposed and the discipline, if any, is assessed.
9. Merit salary increases will be determined by the Executive Director and can be awarded only to those employees whose current overall evaluation is at least "Fully Exhibits" or above for management positions, and at least a "Meets Standards" or above for non-management positions.
4. If a non-probationary employee is at "Does Not Exhibit or Building Competencies" in two or more specific areas, or receives an overall rating of "Does Not Exhibit" that employee will be evaluated again within three months. Continued failure to meet performance expectations will lead to further disciplinary action up to and including discharge.

SECTION 2.11. Resignation

Any employee, other than the Executive Director or At Will employees, wishing to leave service in good standing shall file with the Agency a signed written resignation giving at least two weeks' notice of his/her intention to leave the service, unless the Agency consents to an earlier separation.

The written resignation shall be forwarded to the Executive Director. The Executive Director may request an exit interview with the separating employee.

Any employee who leaves service without so filing a written resignation shall have such fact entered in his/her service record and may, by action of the Executive Director, be denied employment opportunities with the Agency in the future.

SECTION 2.12. Layoff

2.12.1 Statement of Policy

When it is necessary to reduce the working staff of the Agency for lack of work or lack of funds or for other causes outside of the worker's control, the Agency shall determine the classes of positions in which the reduction is to be made and the number of positions to be affected, except that this Section 2.12 shall not apply to At Will employees. Reduction in staff within the designated classes of positions shall occur in the following order:

10. Employees who have temporary status.
11. Employees who are probationary.

12. Part-time regular employees.
13. Full-time regular employees.

2.12.2 Layoff Order

The Agency shall determine the employees to be laid off within a class of positions on the basis of an employee's performance and/or special qualifications needed by the Agency.

2.12.3 Notice

The Agency will give employees notice of any reduction in staff at least two weeks prior to the effective date.

2.12.4 Reinstatement from Layoff

Full-time employees who are laid off will be given the right of first refusal in filling future vacancies in the position from which he/she was laid off for a period of one year.

2.12.5 Benefits

During periods of lay off, health care coverage remains available if premiums are paid by the employee in accordance with carrier regulations and limitations and COBRA/Cal-COBRA laws as applicable. Such benefit will be available for a period of time consistent with COBRA/Cal-COBRA.

SECTION 2.13. Personnel Files

2.13.1 Statement of Policy

The Agency maintains personnel files on all employees. The files contain confidential information such as job applications, resumes, documentation of performance, salary changes, benefit elections and other employment records.

2.13.2 Employee Responsibility to Ensure Accuracy of Personnel Records

The accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the Agency. It is the employee's responsibility to keep the Agency updated on personal information so that the Agency may effectively handle those programs and tasks which are for the employee's benefit.

In order that the Agency may keep complete and current records, it is mandatory that the employee notify the Agency office immediately whenever there is a change in the employee's following information:

14. Address
15. Telephone Number (Note: As a condition of employment, it is necessary that the employee present a telephone number where he/she can be reached by his/her Supervisor directly without having to go through other parties.)
16. Person to notify in the event of an emergency.
17. Name, through marriage or otherwise.

18. Marital status
19. Number of dependents
20. Insurance beneficiary
21. Military Status
22. Driver's license number and date of expiration when a condition of employment.

2.13.3 Duty to Provide Accurate Information

Any misrepresentations, falsifications, or material omissions by an employee on his or employment documents may result in disciplinary action up to and including termination of employment.

2.13.4 Access to Personnel Files

An employee may request to review his or her personnel file by submitting a written request twenty-four hours in advance to the Executive Director or designee. If an employee disagrees with any item contained in his or her personnel file, the employee may add a document containing his or her version of the disputed item.

SECTION 3 HOURS OF WORK AND COMPENSATION

SECTION 3.1 Work Schedules

3.1.1 Work Schedules

New employees will be advised of their work schedules when they commence employment with the Agency. From time to time, it may be necessary for the Agency to change employee work schedules. Employees are expected to cooperate with these changes and are expected to arrange their personal schedules to comply with their assigned work hours.

3.1.2 Standard Work Schedule

The standard work schedule is forty (40) hours. The core work hours are 9:00 a.m. to 4:00 p.m. with at least 30 minutes for lunch. The standard hours and/or days of a standard work schedule may be altered upon request by the supervisor and with approval of the Executive Director. Alternate Work Schedules (9-80's AND 4-10's) may be authorized by the Executive Director and approval will be placed in the employees personnel file. Employees with an alternate work schedule are required to sign and abide by the Alternate Work Week Schedule Policy. Employees in a probationary period are not eligible to participate in an alternate work schedule.

3.1.3 Standard Work Week

The Standard workweek is a seven-day period beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.

3.1.4 Flex Time

"Flex time" occurs where an employee varies his or her regularly scheduled start or end time. It is confined to a normal work week as defined above.

Flex time for employees is subject to prior approval by the employee's supervisor and the Executive Director. Prior written approval from employee's supervisor and the Executive Director shall be obtained no later than the conclusion of the previous work shift.

Exempt employees are expected to be on duty at the times they can most efficiently discharge those tasks relative to supervising their employees and to meet other business requirements such as meetings or public outreach events. If this is at a time other than normal business hours they can notify the Executive Director and have their normal duty hours changed to so reflect.

SECTION 3.2 Meal and Rest Breaks

3.2.1 Meal Breaks

Employees shall take an unpaid 30 or 60 minute meal break. Such meal break shall be scheduled at approximately mid-way through the workday.

3.2.2 Rest Periods

Employees are permitted one 15-minute rest period for each four (4) hour work period. These breaks shall be scheduled about midway through each four (4) hour period.

3.2.3 Meal and Rest Breaks May Not Be Combined or Postponed

Rest and meal periods are provided so the employees may rest, obtain nourishment and rejuvenate during the workday. Employees may not combine rest periods or add them to meal breaks. Nor may employees postpone their rest or meal periods to the end of the workday in order to leave earlier.

SECTION 3.3 Compensation

3.3.1 Statement of Policy

As a public entity, the Agency is committed to rendering the highest level of service possible at a fair and reasonable cost. The Agency's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of Agency employees. In order to attract and retain highly competent employees, promote continuous superior performance, and give full recognition to Agency financial constraints, the following criteria will be considered in establishing employee compensation:

23. The impact of compensation on the cost of services, financial position of the Agency, and overall operational cost.
24. Compensation paid for similar work in other public and private organizations.
25. The relative value of individual employee's services to the success of the Agency.
26. The general and specific performance of employees.
27. Status of the labor force, economic conditions, recruitment and retention experience, and other factors influencing the maintenance of a stable and efficient work force.

The Executive Director or their designee shall develop an annual Salary and Benefits package for submission to the Board each year. The schedule shall set forth the positions approved by the Board, together with proposed salary ranges and employee benefits, for the upcoming fiscal year beginning July 1. Salary ranges and employee benefits are to be reviewed and considered by the Board for adjustment for each fiscal year as part of the budget adoption.

3.3.2 Wage Rates

Employees will be paid within the salary range established for their job classification. A list of job classifications and applicable salary rates is maintained in the Agency's business office.

From time to time, salary rates may be adjusted to reflect inflation, deflation or other cost of living changes. The Bay Area Consumer Price Index, and/or the

average of salary adjustments for Napa County, Sonoma County Transportation Authority, and Solano County Transportation Authority as published at the time of the Executive Director's development of the recommended annual Salary and Benefits package shall be referred to in considering the possible adjustment of salary rates. Nothing herein shall constitute an implied or specific agreement by Agency to grant cost of living increases or as to the amount of any such increase. The purpose of this provision is to provide a framework for the development of the annual Salary and Benefits package that is subject to review and approval by the Board.

3.3.3 Pay Schedule

Wages will be paid on a bi-weekly basis. Wages will be paid within fourteen (14) calendar days following the end of the pay period. If paid by check in lieu of direct deposit, such paychecks not picked up by 4:00 p.m. on payday will be mailed.

3.3.4 Payroll Deductions

An employee's earnings and payroll deductions are shown on a check stub with the employee's paycheck. The check stub should be examined and retained for personal records.

The Agency will make the following deductions from an employee's earnings:

Q. Mandatory Deductions

1. Federal Income Tax (Withhold Tax)
2. State Income Tax
3. State Disability Insurance (S.D.I.)
4. Garnishments/Wage Attachments

R. Employee Authorized Deductions

1. Employee deferred compensation contributions
2. Medical and dental insurance contributions
3. Other Deductions Agreed Upon in Writing by the Employee and permitted by law.

3.3.5 Updating Payroll Information

During the course of employment, changes affecting payroll status will probably occur from time to time. Examples are changes in marital status, name change due to marriage, changes in number of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the Human Resources department.

SECTION 3.4 Timekeeping

3.4.1 Employees

S. Time Sheet

Each employee is responsible for preparing an individual time sheet weekly. The employee should accurately record regular and authorized overtime hours worked and leave usages. Time sheets must also reflect the accurate coding within the timekeeping system for each job performed during the week.

T. Submission of Time Sheets

Each employee must electronically submit his or her time card, verifying its accuracy, and have the time sheet reviewed and approved by his/her supervisor or Designee. Employees are expected to submit their time sheets promptly as directed by the Executive Director, or his/her Designee.

3.4.2 Consequences of Falsifying Time Records

Falsification of time sheets, recording time for another or signing the timesheet of another will result in disciplinary action up to and including discharge.

SECTION 3.5 Overtime

3.5.1 Statement of Policy

Overtime work may be necessary to complete a work assignment or tend to the public's needs. Examples are special events, community outreach and emergency service. Overtime must be required by and authorized by his/her supervisor. Refusal to work, after requested to do so under those circumstances, will be grounds for disciplinary action.

3.5.2 Exclusion from Policy

For purposes of determining entitlement to overtime pay under the federal Fair Labor Standards Act (FLSA), employees will be either classified as exempt or non-exempt based upon the nature of their duties. Exempt employees are not entitled to overtime pay.

3.5.3 Overtime Pay

An employee who works overtime shall be compensated at a rate of one and one half (1 ½) time the employee's regular rate of pay in cash or compensatory time off. Employees must specify at the time of timesheet submittal how they would like to be compensated.

Unless otherwise provided below, overtime is defined as any time actually worked in excess of forty (40) hours in an employee's standard workweek. For employees on an alternate work schedule (including four (4)-ten (10) and nine (9)-eighty (80) schedules), overtime is defined as any time actually worked in excess of an employee's standard work day in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek.

Overtime pay must be approved in advanced by employee's supervisor and the Executive Director prior to performing the work.

SECTION 4 STANDARDS OF CONDUCT

SECTION 4.1 Equal Employment Opportunity

4.1.1 Statement of Policy

The Napa Valley Transportation Authority is an equal opportunity employer. The Agency does not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on an applicant's or employee's race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal, state or local law.

The Agency subscribes to all federal and state laws that are intended to protect the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of the foregoing characteristics.

4.1.2 Employee, Supervisor and Management Responsibilities

All employees are charged with the responsibility of furthering equal employment opportunity by identifying and reporting incidents of discrimination. Agency managers and supervisors are further required to ensure that principles of equal employment opportunity and non-discrimination are followed with regard to recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, pay and other forms of compensation, training and general treatment of employees during employment.

In any instance where an employee believes that this policy has been violated, that employee is encouraged to consult with the Agency's Executive Director. If the alleged violator is the Executive Director, contact Human Resources to direct you to consult with the Chair of the Board with the assurance that no reprisals (retaliation) or otherwise adverse action will be taken against the employee.

SECTION 4.2 Anti-Harassment/Discrimination Policy

4.2.1 Statement of Policy

The Agency is committed to providing a work environment free from harassment and discrimination as defined by this policy. Agency policy prohibits discrimination, sexual harassment and harassment because of race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal and state law. All such harassment and discrimination is prohibited. Persons protected from harassment and discrimination under this policy includes job applicants, employees and independent contractors. Applicants, employees or independent contractors are protected from harassment that is perpetrated by Agency officials, managers, supervisors, employees, and by

non-employees when the harassment occurs in the course of Agency work. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

4.2.2 Definitions

U. “Discrimination”

For purposes of this policy, discrimination may occur by either:

1. Treating members of a protected class less favorably because of their membership in that class. The protected groups are based upon race, age, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, gender or self-identified gender.
 - a) “Sex” is defined as including, but not limited to pregnancy, childbirth, or medical conditions related to such pregnancy, as well as one’s gender (see California Government Code, section 12926(p)).
 - b) “Gender” is defined as including a person’s sex, gender identity and gender related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth (see California Penal Code, section 422.56).
2. Having a policy or practice that has a disproportionately adverse impact on protect class members.

V. “Harassment”

Conduct which constitutes harassment in violation of this policy includes, but is not limited to:

1. Making or using derogatory comments, slurs, jokes or epithets which are related to an individual’s race, religion, gender, self-identified gender, sex, or is of a sexual nature, or are based on any other identified protected category, as set forth in section 4.2.2.A.1. above, or are otherwise deemed inappropriate.
2. Assaulting, touching, impeding or blocking movement, making derogatory gestures, or any physical interference with normal work movement which is motivated or related to an individual’s protected status as set forth in section 4.2.2.A.1, above.
3. Displaying derogatory posters, letters, poems, graffiti, cartoons or drawings that involve or relate to an individual’s protected status as set forth in section 4.2.2.A.1, above.
4. Sexual harassment as defined in section 4.2.2.C, below.
5. Retaliation against an employee, or person who provides services to NVTa pursuant to a contract or other covered individual who:

- a) Files or responds to a bona fide complaint of harassment or discrimination; or
- b) Acts as a witness or otherwise cooperates in the investigation of a harassment or discrimination complaint; or
- c) Serves as an investigator in processing complaints of harassment or discrimination.

C. Sexual Harassment”

1. For purpose of this policy, sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - a) Submission to, or rejection of, such conduct is used as the basis for employment decisions that influence or affect an individual’s career (such as promotions, salary, employment conditions or other aspects of a career development); or
 - b) Such conduct unreasonably interferes with an individual’s job performance;
 - c) Creates an intimidating, hostile or offensive work environment.
2. All of the conduct described in 4.2.2.B. (1)-(3), above, when it is of a sexual nature; or
3. Deliberate, repeated or unwelcome sexual advances, offering employment benefits in exchange for sexual favors or making or threatening reprisals after a negative response to sexual advances.

Sexual harassment can occur between employees of the opposite or same sex. It is prohibited for males to sexually harass females or other males, and for females to sexually harass males or other females.

4.2.3 Zero Tolerance

The Agency maintains a zero tolerance stance regarding violations of this policy. This means that serious cases of employee harassment, discrimination or retaliation related to a complaint made pursuant to this policy will lead to recommendations for immediate dismissal by the Executive Director.

Conduct of the nature prohibited by this policy will be considered misconduct and will subject an offending employee to disciplinary action even if the conduct does not rise to the level of legally actionable harassment, discrimination or retaliation.

4.2.4 Complaint and Investigation Procedure

Employees and contractors should not wait until a situation becomes severe or pervasive or impairs their work performance before reporting harassment or discrimination. The Agency’s goal is to prevent harassment and, if it does occur, to stop it at the earliest opportunity.

If the employee believes that he/she has been harassed or discriminated under this policy, or if the employee believes he/she has witnessed harassment or discrimination, the employee should inform his/her supervisor, Human Resources, or the Executive Director of the Agency as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors or management employees who are aware or have been notified of any alleged incident of harassment or discrimination must immediately refer all such complaints or reports to Human Resources and to the Executive Director.

If the Executive Director is the harasser, the employee can report the harassment/discrimination to the chairman of the Board of Directors.

If the employee does not feel comfortable reporting the incident to his/her supervisor, Human Resources or the Executive Director, he/she may report the incident to any other supervisory or management employee, or the chair of the Board of Directors.

Whenever the Agency is made aware of a complaint or report of harassment/discrimination under this policy, the Agency will conduct an immediate, thorough and objective investigation of the situation. Cooperation with such investigations is required of all employees.

If the Agency determines that harassment/discrimination prohibited by this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Agency to have engaged in prohibited harassment/discrimination will be subject to appropriate disciplinary action, up to and including termination.

In addition to the foregoing methods of complaint, an applicant, employee or contractor may choose to file a harassment/discrimination complaint with the California Department of Fair Employment and Housing at <http://www.dfeh.ca.gov> or the federal Equal Employment Opportunity Commission at <http://www.eeoc.gov/>.

4.2.5 Prohibition on Retaliation

The Agency strictly prohibits retaliation against any applicant, employee or contractor who complains of harassment or discrimination or participates in any manner in an investigation into workplace harassment/discrimination. Examples of retaliation prohibited by this policy include the following:

- Disciplining a complainant or rejecting a complainant for employment because it is believed the allegation of harassment is untrue or the allegation of harassment/discrimination is not supported by subsequent findings of an investigation;
- Subjecting complainants or witnesses to materially adverse employment decisions because of their participation in a workplace harassment/discrimination complaint or investigation;

- Ostracizing or demonstrating hostility to a complainant or witnesses because of their participation in a workplace harassment/discrimination complaint or investigation.

If the Agency finds that any employee, including a supervisor or manager, has engaged in retaliation, he or she shall be subject to disciplinary action, up to and including discharge.

4.2.6 Prevention

Prevention is the best method for avoiding harassment, discrimination and retaliation. Supervisory and managerial employees are charged with the responsibility of taking steps to prevent harassment/discrimination and retaliation from occurring in the workplace. Failure to take appropriate action to prevent and/or correct harassment/discrimination or retaliation shall be deemed a violation of this policy and shall subject the offender to disciplinary action up to and including discharge. If the Executive Director is the harasser, the employee can report the harassment/discrimination to the Chair of the Board of Directors who will investigate the complaint in the same manner that the Executive Director would investigate complaints filed by other employees. If the employee does not feel comfortable reporting the incident to his/her supervisor, or the Executive Director, he/she may report the incident to any other supervisory, management employee or Human Resources.

SECTION 4.3 Mutual Respect and Courtesy Rule

It is the Agency's philosophy and practice to treat one another with respect and courtesy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

SECTION 4.4 Reasonable Accommodation

4.4.1 Statement of Policy

In furtherance of the Agency's policy to provide equal employment opportunity, the Agency will provide reasonable accommodation to allow people with physical or mental disabilities to apply for employment and perform their jobs.

4.4.2 Conditions Covered By This Policy

W. Disability

The term "disability" means:

1. A physical or mental disorder or condition that limits one or more of the major life activities of such individual; or
2. A record of disorder or condition; or
3. Being regarded as having such a disorder or condition.

X. Conditions Excluded

Individuals who currently use drugs illegally are not protected by the disability laws and do not have rights to reasonable accommodation. This includes people who

use prescription drugs illegally. However, persons who no longer use drugs illegally and have either successfully completed a supervised drug rehabilitation program, or are currently participating in a supervised rehabilitation program, or desire to voluntarily enter and participate in such a program do have protection as provided under applicable disability laws.

4.4.3 Examples of Reasonable Accommodation

Each request for an accommodation will be evaluated on a case-by-case basis. Reasonable accommodation may include:

- Making existing facilities used by employees readily accessible to and usable by individuals with disabilities;
- Job restructuring or modified work schedules;
- Acquisition or modification of equipment or devices;
- The provision of qualified readers or interpreters;
- Appropriate adjustment or modifications of examinations, training materials or policies; and/or
- Reassignment to a vacant position.

4.4.4 Requests for Reasonable Accommodation

To request reasonable accommodation under this policy, an applicant or employee must submit a written statement to the Human Resource Department which indicates the general nature of the physical or mental disability and identifies his or her abilities and functional limitations with respect to the job limitations of the disability. The statement should also request reasonable accommodation because of the limitation(s) caused by the disability. The applicant or employee shall assist the Agency in determining if and what reasonable accommodation might be provided by identifying:

1. Any special methods, skills or procedures which would enable him or her to perform tasks or functions that he or she otherwise might not be able to perform because of his or her disability;
2. The potential accommodations the Agency might make that would enable him or her to perform the essential functions of the job, properly and safely, including special equipment, changes in the physical layout of the job or other accommodation; and
3. Any equipment aids or services that the applicant or employee is willing to provide and utilize that the Agency is not required to provide.

If the applicant or employee requires secretarial or other assistance in preparing the request due to his or her disability, such assistance will be provided upon request.

4.4.5 Medical Information

An applicant or employee who identifies himself or herself as having a disability and who requests reasonable accommodation will be required to provide documentation, including medical documentation, sufficient to establish the existence of the physical or mental disorder or condition, the limitations caused by the condition, and the need for accommodation.

Any information obtained regarding the medical condition of the applicant or employee will be collected and maintained on separate forms, in separate medical files, and treated as a confidential record. Such confidential information may be released as follows:

4. To inform the supervisors and managers of the disabled employee regarding any restrictions on the work or duties of the employee or accommodations necessary;
5. To inform first aid and safety personnel, when appropriate, if the disability may require emergency treatment;
6. To respond to requests from governmental officials investigating compliance with the disability laws; and
7. To workers' compensation offices and second injury funds as required by law or for insurance purposes under certain conditions for those who establish, sponsor or administer health or life insurance benefit plans.

4.4.6 The Interactive Process

The Interactive Process can begin in a number of ways. However, unless the disability or the need for accommodation is obvious, it is the responsibility of the employee to inform the supervisor or the Human Resource Department that an accommodation is needed in order to perform the essential job functions. However, the duty to provide a reasonable accommodation may arise even when no request is made, e.g., when the supervisor, Executive Director, or Human Resources becomes aware of the disability, whether or not there is a request by the employee for a reasonable accommodation. Once the need for reasonable accommodation is known, the Agency, by and through the employee's supervisor, or Executive Director, and Human Resources department, will engage in the Interactive Process, which includes, but is not limited to:

1. Review of the essential functions of the position;
2. Engagement in an interactive dialogue with the employee to ascertain the precise job related limitations imposed by the employee's disability and how those limitation would be overcome with reasonable accommodation;
3. In consultation with the employee, identification of the potential reasonable accommodations and assess the effectiveness each would have in enabling the employee to perform the essential functions of the position;

4. Consideration of the preference of the employee to be accommodated regarding an alternative employment reassignment; and
5. Selection and implementation of the reasonable accommodation most appropriate for the Agency in collaboration with the employee's input.

4.4.7 Miscellaneous Guidelines

8. Reasonable accommodation does not negate requirements for good job performance, successful completion of assigned training, adherence to generally accepted standards of behavior and adherence to supervisory instructions.
9. An employee with a disability who is reassigned to a vacant, lower classified position as an accommodation will receive the lower salary of that position.
10. If the essential job functions and/or duties of a position occupied by an employee with a disability are expanded, revised or modified, the conditions and procedures stated shall apply to any evaluation of the employee's ability to perform the essential functions of the changed, revised or modified position and the Agency's determination whether reasonable accommodation can be provided.
11. An employee who has a question regarding the application of the policy and procedure should contact the Executive Director.

SECTION 4.5 Appearance, Conduct and Hygiene

4.5.1 Statement of Policy

Agency employees are expected to maintain professionalism in the workplace to promote a positive impression for staff, stakeholders, and visitors. Employees often come into contact with the public, which judges the quality of the Agency service by the appearance and conduct of its employees and has the right to expect workplace appropriate clothing, neat appearance, good manners, orderly workspaces and competent and respectful service. Therefore, Agency employees will be expected to adhere to the following guidelines.

4.5.2 Guidelines on Appearance, Conduct and Hygiene

12. All employees are expected to exercise good hygiene and be well groomed.
13. All employees having long hair or wearing a moustache or beard must keep them clean, trimmed, combed, and otherwise groomed so as not to interfere with worker safety.
14. Employees must dress in a manner that demonstrates propriety, is functional, and affords them safety from unnecessary risk of injury. Office employees should not wear shorts, sweatpants, tank tops, shabby or holey denims, or suggestive or inappropriate clothing.

15. When, on occasion, employees have to deal with discourteous persons, it is especially important for them to maintain their friendly attitude. Continuing courtesy on the part of employees will do much to promote an excellent relationship between the Agency and the community.
 16. All Employees are expected to exercise tidiness and organization in all areas of the workspace, including their assigned workstation. The workstations are to maintain desktops free of clutter, food, loose papers and non-essential items.
 17. Secure all sensitive or confidential documents in locked cabinets and log out or shut down computer systems when not in use.
7. Employees are responsible for ensuring walkways and common areas are clear and unobstructed.

SECTION 4.6 Attendance and Punctuality

4.6.1 Statement of Policy

In order to offer high quality service, the Agency's operations must be appropriately staffed. Absenteeism and tardiness cause undue burdens on co-workers and impede the service the Agency provides to the community. Therefore, regular attendance and punctuality are job requirements for all employees of the Agency.

4.6.2 Reporting Requirements

18. Employees are expected to report to work on time and ready for duty at the time prescribed.
19. Employees may not leave work without prior supervisory approval during working hours or prior to the end of a scheduled work time.
20. Employees who foresee the need to be absent, tardy or leave early from work should notify their supervisor/Department Head, Human Resources, the Administrative Assistant and the Executive Director of the anticipated absence as far in advance as practicable and obtain approval for such absence.
21. An employee who will be absent or late to work must notify their supervisor/Department Head, Human Resources, the Administrative Assistant and Executive Director prior to the start of the employee's shift. This process must be repeated daily unless the employee is on an approved leave of absence. An employee must keep their supervisor/Department Head, Human Resources, and Executive Director informed of when he or she plans to return to work. An employee who does not return to work from a leave of absence on the approved date shall be deemed absent without leave (AWOL) and shall be subject to automatic resignation.

22. An employee who is physically unable to provide notice of an absence prior to the start of the employee's work day must provide notice as soon as practicably possible.
23. Absences, including tardiness, must be accurately reported on time sheets in 15 minute increments. Employees who are tardy will not be paid for the time they are absent.

4.6.3 Discipline

Failure to provide a supervisor with advance notice of an absence or late arrival for work, frequent or prolonged absenteeism or tardiness, or falsification of time records may result in disciplinary action up to and including discharge.

Employee absences which are protected by law (e.g., military leave, workers compensation leave, family medical leave, "kin care" leave, pregnancy disability and other approved disability leaves, witness or jury duty leave, voting leave, court appearances for crime victims, and leave for certain school activities) will not be counted in determining whether the employee is meeting job requirements for attendance.

SECTION 4.7 Secondary Employment

4.7.1 Statement of Policy

The Agency expects its employees to devote full attention to their Agency responsibilities during regularly scheduled work hours. The Agency will not tolerate any secondary employment, which interferes in any way with the performance of duties for the Agency including, but not limited to, the following:

24. Actual conflict in hours of employment;
25. Being tired or unfit for duty because of outside employment;
26. Where the secondary employment creates an actual or apparent conflict of interest in regard to Agency employment.

4.7.2 Notification and Approval

Employees must notify the Agency of all secondary employment. Any employee who engages in after or before hours work at a secondary job must accomplish the following:

27. Receive the written permission of the Executive Director prior to accepting secondary employment. In the case of the Executive Director, he/she must receive authorization from the Board of Directors;
28. When requested by the Executive Director, obtain from the secondary employer a waiver of liability for the Agency;
29. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of NVTa;

30. Once approval is granted by the Executive Director, immediately notify the ED if the secondary employment poses an actual or potential conflict with regards to the employee's Agency employment.

SECTION 4.8 Causes for Discipline

4.8.1 Statement of Policy

The purpose of this policy is to establish standards of conduct and work performance for employees that are consistent with the efficient and effective delivery of public services. When conduct or job performance does not meet these standards, the Agency will endeavor to provide employees with a reasonable opportunity to correct the deficiency in the Agency's sole judgment.

4.8.2 Standards of Conduct

The standards set forth below are intended to provide employees with notice of what is expected of them and provide examples that may lead to disciplinary action, up to and including discharge. This list is not meant to be exhaustive or all inclusive, but rather it is a set of examples of unacceptable behavior for which disciplinary action could result

31. Poor performance; unsatisfactory work quality or quantity;
32. Neglect of duty, including sleeping on the job;
33. Insubordination;
34. Excessive absenteeism or tardiness;
35. Unexcused absences, failing to properly report absences, or leaving work early without permission;
36. Failure to keep supervisor aware of employee's whereabouts during duty time when availability may be required;
37. Misuse of or damage to Agency tools, vehicles, equipment or other property;
38. Moving violations or accidents in an Agency vehicle;
39. Violation of safety rules or practices;
40. Falsifying, altering or making a material omission on employment, medical, financial, payroll, timekeeping, or other Agency records;
41. Performing non-Agency work during work hours;
42. Dishonesty;
43. Special treatment or favoritism of one customer over another;
44. Use, possession, sale or being under the influence of alcoholic beverages or illegal drugs during work hours or on Agency premises (including vehicles) or other violation of the drug and alcohol policy;
45. Violation of the anti-harassment or discrimination policies;

46. Fighting, engaging in violent or threatening behavior or other conduct in violation of the Agency's workplace violence policy;
47. Discourteous treatment of the public or other employees, as defined by the Mutual Respect and Courtesy Rule (Section 4.3);
48. Conviction of a crime that reflects unfitness for the employee's position or unfitness to work around the Agency's employees, property or the public;
49. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the Agency and his or her employment; and
50. Other violation of Agency policies or rules.

SECTION 4.9 Discipline

4.9.1 Statement of Policy

The purpose of this policy is to establish procedures for the discipline of employees; *except Section 4.8 shall not apply to At Will or temporary employees.* When the job performance or the conduct of a probationary or permanent employee falls below standards set by the Agency, including the Standards of Conduct set forth in Section 4.7, then depending on the severity of the misconduct or performance problem, the Agency may take disciplinary action, up to and including discharge.

4.9.2 Progressive Discipline

The Agency will endeavor to afford the employee with an opportunity to improve when dealing with performance or conduct problems. Different types of discipline may be utilized as determined appropriate in the sole discretion of the Agency and discipline need not adhere to a sequential order of progressive discipline. Types of discipline may include: verbal or written warnings, written reprimands, suspension without pay, demotion and discharge.

Y. Suspension without Pay

For more severe violations or continued, uncorrected performance or misconduct problems, an employee may be suspended without pay. Where suspension without pay is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

Z. Demotion

The Agency may impose a demotion to a position having a lower salary range for disciplinary purposes. A disciplinary demotion may be utilized for continued, uncorrected performance deficiencies. Where demotion is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

AA. Discharge

Discharge will be considered for severe violations, failure to respond appropriately to prior performance improvement plans, and/or multiple disciplinary infractions in a short period of time. Where misconduct is severe and egregious, immediate discharge may be imposed. Where discharge has been recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal. The discharge will be documented in the personnel file.

4.9.3 Administrative Leave

In cases involving alleged severe employee misconduct, or where the presence of the employee may interfere with the investigation into the employee's alleged misconduct, or where the interests of public or workplace health and safety or the Agency's business operations may be jeopardized by the employee's presence, the Executive Director may place the employee on paid administrative leave pending an investigation into the circumstances. During such administrative leave, the employee will be required to be available by telephone to the Agency during regular business hours and to promptly respond to requests for information by the Agency. The employee should not enter Agency premises during administrative leave without permission by the Executive Director.

4.9.4 Procedures for Disciplinary Action of a Permanent Employee

Where discipline of a permanent employee involves disciplinary actions that result in loss of salary or change in employment status (such as suspension without pay or demotion or discharge), the following provisions shall apply:

A. Notice of Proposed Discipline

The employee's supervisor shall inform the employee in writing of the proposed disciplinary action, which shall not be effective until at least five days from the date the notice of proposed action is served on the employee. This notice shall include a copy of the charges and the reasons for the proposed disciplinary action. This notice shall also include a copy of all relevant documents upon which the proposed disciplinary action is based. The notice shall advise the employee of his/her right to respond to the proposed action either in writing or to hold a meeting to respond (Skelly meeting). Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after deposit with the U.S. postal service.

B. Skelly Meeting

The employee may request a meeting to respond to the proposed disciplinary action. The meeting shall be held with the appropriate manager. Following the meeting or employee's written response, the ED or manager shall determine whether to proceed, modify, or set aside the proposed disciplinary action.

C. Notice of Discipline

The employee shall be informed in writing of the final disciplinary action. A copy of the Notice of Discipline shall be placed in the employee's personnel file. This notice shall include a copy of the charges, the reasons for disciplinary action, and

provide the effective date of the action. This notice shall also include a copy of all relevant documents upon which the disciplinary action is based. The notice shall advise the employee of his/her right to appeal the disciplinary action. Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after the date of deposit with the U.S. postal service.

D. Right to Appeal

Within five days of service of the Notice of Disciplinary Action, a permanent employee may request to appeal the disciplinary action in writing to the ED. An employee may only appeal a disciplinary action that results in loss of salary or change in employment status. The ED, or ED's designee, shall serve as the hearing officer for the disciplinary appeal. The hearing officer shall make findings based upon the written statement of the charges and upon information presented at the hearing, both oral and in writing. The hearing officer shall determine whether there is just cause for the discipline and whether the discipline is appropriate. The hearing officer may approve, modify, or withdraw the disciplinary action. The hearing officer shall notify the manager of his/her determination in writing. The hearing officer's decision is final and binding.

SECTION 5 HEALTH AND SAFETY ON THE JOB

SECTION 5.1 Job Safety

5.1.1 Statement of Policy

The Board of Directors desires to maintain a safe place of employment for Agency employees, and to that end Agency management will make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.1.2 Employee Responsibility

It is the obligation of employees to become familiar with the provisions of the Agency Safety Manual and the Illness and Injury Prevention Program and to work accordingly. Further, employees are required to report to their supervisor all unsafe conditions encountered during the course of their work.

5.1.3 Injury Reporting

Prompt Reporting

All employees of the Agency are covered by Workers Compensation Insurance and any injury or disability arising out of and in the course and scope of employment, however slight, shall be reported by the injured employee to the Executive Director and Human Resources as promptly as possible following its occurrence.

SECTION 5.2 Workplace Violence Prevention Plan

5.2.1 Statement of Policy

The Napa Valley Transportation Authority is committed to the safety and security of its employees, customers, and visitors to its workplace. To prevent workplace violence, the Agency will address behavior that suggests a propensity for violence prior to a violent behavior occurring in accordance with the established plan as required by [SB 533](#).

NVTA's Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, contractors and the Chief of Cal/OSHA and/or designee.

5.2.2 Responsibility and Authority

The Executive Director, or assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Executive Director, or designee, shall solicit feedback and input from employees in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents. Staff training and

evaluation of identifying workplace hazards will occur at time of hire, annually and as needed based on the plan's effectiveness.

Managers and Supervisors Responsibilities include:

- Implementing the plan in their work areas;
- Providing input to the Administrator regarding the plan;
- Conduct inspections of their work areas to identify workplace violence hazards per accordance with the Cal/OSHA Plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees Responsibilities include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

5.2.3 Conduct Prohibited By This Policy

The Agency will not ignore, condone, or tolerate threats of violence or workplace violence by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- Threats of violence include both verbal and non-verbal conduct that causes a person to fear for their safety because there is a reasonable possibility they might be physically injured and that serves no legitimate work-related purpose.

- Workplace violence means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others.

Workplace violence includes the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
- An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury

Workplace violence can be categorized into four types:

Type 1: Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime

Type 2: Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors

Type 3: Workplace violence against an employee by a present or former employee, supervisor, or manager

Type 4: Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee

5.2.4 Reporting Procedure

Everyone has the responsibility to prevent violence in the workplace. Employees are encouraged to report any incident that may be a violation of this policy to an Agency manager or supervisor and may use the Workplace Violence Reporting Form to assist in their report. An employee may also reach out to the NVTB Board Chair and/or General Counsel if the employee believes the workplace violence is being caused by a manager or supervisor, or not satisfactorily resolved by a manager or supervisor.

E. Emergencies

Where an injury has occurred or it appears to an employee that there is an immediate danger of injury, the employee should call 911 immediately for help. Personal safety is the first priority. The employee should inform their supervisor, Human Resources or the Executive Director of the emergency as soon as possible.

F. Non-Emergencies

In all other cases where an employee is aware of any conduct that violates this policy, the employee should immediately report it to his or her supervisor, Human Resources or the Executive Director.

5.2.5 Corrective Actions

All reports of workplace violence will be taken seriously and dealt with promptly. Any person who engages in violent or threatening behavior shall be subject to removal from the premises as quickly as safety permits. Investigations into reports of workplace violence will be conducted by the Executive Director, Human Resource Manager and manager designee. Employees who are found to have violated this policy may be subject to disciplinary and/or corrective action, up to and including discharge based on the investigation findings. Additionally, all reporting parties will be notified as to how the Agency is responding to the reported incident and of the resolution, to the extent allowed by law.

In appropriate cases, the Agency may also seek temporary protective or restraining orders to keep offending individuals away from Agency facilities or employees. The incident and correlating information will be documented in the Violent Incident Log for recordkeeping, corrective action, and reporting purposes.

The Agency will not tolerate retaliation or intimidation against any employee who makes a report of workplace violence or participates in an investigation of such a complaint.

5.2.6 Recordkeeping

The Human Resource Manager will be responsible for record maintenance. Records of workplace violence hazard identification, evaluation, and correction will be created and maintained for a minimum of five years.

Training records will be created and maintained for a minimum of one year and include training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions.

Violent incident logs will be maintained for a minimum of five years.

Records of workplace violence incident investigations will be maintained for a minimum of five years. These records shall not contain "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code.

SECTION 5.3 Alcohol and Drug Free Workplace

5.3.1 Statement of Policy

The Agency has a vital interest and obligation in maintaining safe, healthful and efficient working conditions for its employees and in supplying products and services safely to customers. Employee possession of and/or being under the influence of drugs or alcohol on the job are inconsistent with these interests and obligations. This policy and procedure establishes the rules, rights and obligations of all employees and Agency contractors regarding the use, possession, sale, or transport of alcohol and drugs on Agency property or while conducting Agency business.

5.3.2 Definitions

G. Legal Drug

A legal drug includes prescribed drugs and over the counter drugs, which have been, under US law, legally obtained and are being used for the purpose for which they have been prescribed or manufactured.

H. Illegal Drug

An illegal drug includes any drugs and drug synthetics which have not been legally prescribed or obtained, such as: stimulants, depressants, hallucinogens, narcotics,

volatile substances, and any substance by which its nature alters normal physical or mental functions.

I. Under the Influence

For purposes of this policy and procedure, “under the influence” means that the employee is affected by a drug or alcohol or combination of both in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional medical opinion, a scientifically valid test, and in some cases such as alcohol, by management opinion.

J. Agency Property

Agency Property includes lands owned, leased or upon which the Agency has a right-of-way, buildings, facilities, vehicles, equipment, parking lots, and company owned property used by employees such as lockers, desks, cabinets, etc.

K. Reasonable Suspicion

Reasonable suspicion is a belief based on objective and documented facts or evidence sufficient to lead a reasonable, prudent person to suspect that an employee is under the influence of alcohol or drugs so that the employee’s ability to perform the duties of the job is impaired, or so that the employee’s ability to perform his/her job safely is reduced.

5.3.3 Pre-Employment Drug and Alcohol Screening

The Agency may maintain a pre-employment drug and alcohol screening practice designed to prevent the hiring of persons who use illegal drugs, or who use legal drugs or alcohol to the extent that safe job performance would be impaired on safety sensitive positions.

L. Notification to Prospective Employees

Prospective employees will be notified of the Agency’s drug and alcohol policy and pre-employment alcohol and drug screening test prior to an offer of employment and, usually, at the time they are interviewed for a position.

M. Time of Test

Finalists for Agency employment will receive a conditional offer of employment that may be contingent upon passing an alcohol and drug screening test and any physical examination requirement for the position being sought. The drug and alcohol screening test will be administered by a medical laboratory qualified to administer such test.

N. Consent to Test

Upon receipt of a conditional offer, the prospective employee must consent to the drug and alcohol screening test and must sign an Authorization for Release of Physical Examination Results, permitting the test results to be released to the Agency.

O. Disqualification from Employment

A candidate for Agency employment shall be disqualified from further consideration for employment upon any of the following occurrences:

1. Refusal to consent to a drug and alcohol screening test or refusal to authorize the release of the results to the Agency.
2. A positive test for illegal drugs or alcohol.
3. A positive test for legal drugs which, after medical consultation, the Agency determines will impair the candidate's ability to safely perform the job in question or will jeopardize the well-being of others.

5.3.4 Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs

P. Illegal Drugs and Alcohol

Having possession of, manufacturing, distributing, using, being under the influence of, selling, or transporting illegal drugs or alcohol by any employee while on the job, on Agency property, or while conducting Agency business is prohibited. Reporting to work under the influence of illegal drugs or alcohol is also prohibited.

Q. Notification of Criminal Drug Conviction

Any employee who is convicted of or pleads guilty or no contest to a drug-related crime occurring in the workplace must immediately report such conviction or plea to the Executive Director.

R. Legal Drugs

The use of or being under the influence of any legally obtained drug by any employee while on the job, on Agency property, or while conducting Agency business is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, the public, the employee's job performance, or the safe and efficient operation of the Agency. An employee may continue to work even though under the influence of a legal drug if the employee's supervisor has determined, after consulting with the Executive Director and the employee's doctor that the employee can work safely. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.

S. Notification

An employee must notify his/her supervisor before commencing work when taking any medication or drug, prescription or nonprescription, which may interfere with safe and effective performance of duties and/or the operation of Agency equipment.

5.3.5 Reasonable Suspicion Testing

When a supervisor/manager has a reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee may be directed to take a drug and alcohol test. The facts and circumstances of the supervisor's/managers reasonable suspicion shall be documented in writing and provided to the

employee. The Executive Director must approve the employee's referral for a drug and alcohol test.

T. Conduct of Test

All drug or alcohol tests shall be conducted by a reputable laboratory of the Agency's choice.

U. Valid Prescriptions

An employee shall have the right to provide, within 24 hours of the drug or alcohol test, a valid prescription for any medication or drug which may be identified during the test. The prescription must be in the employee's name and be prescribed by a licensed physician prior to the drug or alcohol test.

V. Refusal to Take Test

An employee who refuses to submit to a drug and alcohol test that has been approved by the Executive Director, shall be relieved from duty without pay, and if intoxicated or physically or mentally impaired, be taken to his/her place of residence. Refusal to take a test under this policy will subject the employee disciplinary action, up to and including discharge.

5.3.6 Search or Inspection of Agency Property for Illegal Drugs or Alcohol

Employees have no expectation of privacy in Agency-owned equipment, including desks and cabinets. The Executive Director may search or authorize the search of desks and cabinets. The Executive Director may authorize the search or inspection of Agency-owned lockers for illegal drugs or alcohol whenever there is reasonable suspicion.

5.3.7 Disciplinary Action

Violations of the provisions of this policy and procedure will result in disciplinary action, up to and including discharge.

5.3.8 Drug and Alcohol Assistance Programs

W. Voluntary Assistance

The Agency encourages employees to voluntarily seek outside assistance for drug or alcohol abuse problems prior to the need for Agency action. Employees are invited to use the Employee Assistance Program (EAP) contracted by the Agency. Administration also maintains a list of approved drug and alcohol abuse agencies and facilities, and a request may be made to the Executive Director for assistance. Such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee. An employee's decision to seek assistance from an outside rehabilitation agency or facility will not be used as the basis for disciplinary action.

X. Seeking Assistance After Alcohol or Drug Related Misconduct

It is the responsibility of an employee to seek assistance before drug and alcohol problems lead to disciplinary action. Once a violation of this policy occurs, subsequently entering into a rehabilitation program will not necessarily lessen

disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

SECTION 5.4 Fitness for Duty

5.4.1 Statement of Policy

In furtherance of the Agency's goal to maintain a safe, healthful and productive environment, all employees reporting for work and during times when they are paid subject to call shall be fit for duty. "Fit for duty" means the ability to perform all required physical and mental tasks associated with the employee's job duties to a satisfactory level and without endangering self, others, or property.

5.4.2 Employee Responsibility

No employee shall report to work while unfit or remain on the job after becoming unfit (for any reason) to perform his/her job duties. Failure of an employee to comply with this requirement may result in disciplinary action, up to and including discharge.

5.4.3 Pre-Employment Medical Examinations

The Executive Director may identify job classifications within the Agency that will require a pre-employment medical examination. Finalists for these positions will receive a conditional offer of employment that is contingent upon the candidate successfully passing a pre-employment medical examination and drug and alcohol test. The purpose of the pre-employment medical examination is to determine if the candidate is fit to perform the duties of the job for which he or she is being considered.

Y. Notice

All employment applicants for these positions will be informed of the medical and drug/alcohol testing requirements prior to receiving the conditional job offer. Usually, notice will be given in the job announcement and during the interview process.

Z. Consent

Finalists who receive a conditional offer of employment will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any or all of these tests will not be considered for employment for the position for which he/she has applied.

AA. Examination

All examinations will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the candidate for employment is capable of performing all duties of the job as required by the job description and physical requirements checklist.

BB. Examination Results

A candidate who is deemed unfit or unable to perform the duties of the job as a result of the medical examination will be informed of the results of the examination. The candidate may provide medical evidence that he/she is physically fit and able to perform the duties of the job, which will be considered before a final determination is made.

5.4.4 Post-Employment Fitness for Duty Examinations

If a supervisor/manager has a reasonable cause to believe that an employee is physically or mentally unfit to perform the duties of his/her job, the supervisor/manager may recommend that the employee to submit to a fitness-for-duty examination. The Executive Director shall have the authority to approve the recommendation.

CC. Reasonable Cause

Reasonable cause means that the supervisor/manager believes that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his or her job duties safely is reduced, and that the supervisor's belief is based upon observations or evidence that has been documented.

DD. Examination

Any such examination will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the employee is capable of performing all duties of the job as required by the job description and physical requirements checklist.

EE. Examination Results

If the examining physician determines that the employee is fit for duty, the employee shall be released to return to work. If the examining physician determines that the employee is not fit for duty, the physician shall notify both the employee and the Executive Director. The employee will not be permitted to return to work until he/she is released by the physician. One or more subsequent fitness-for-duty examinations may be required in order to determine that the employee is fit to return to work.

5.4.5 Confidentiality of Examination Records

All documentation of pre-employment and fitness for duty medical examinations will be maintained in confidential and secure medical files, separate from applicant hiring files and separate from employee personnel files.

SECTION 5.5 Driving

5.5.1 Statement of Policy

Observation of the law and safe driving practices shall be the top priority of all employees assigned to drive an Agency vehicle or who operate a personal vehicle in the performance of Agency business.

5.5.2 Driver's License Requirements

All employees who operate an Agency vehicle, or who operate a personal vehicle in the performance of Agency business, must possess and carry a valid, current California Driver's License of the proper class (and endorsements) for the vehicle operated.

A. Employee Responsibilities

1. Employees are responsible for maintaining a valid, current California driver's license of the proper class and endorsements before operating an Agency vehicle or driving a personal vehicle on Agency business. Any employee who operates an Agency vehicle or a personal vehicle in the performance of Agency business without a valid, current California Driver's License will be subject to disciplinary action up to and including discharge.
2. Employees who drive Agency vehicles or drive a personal vehicle on Agency business must notify their supervisor immediately in writing when their driver's license has expired or been suspended or revoked.

B. Agency Responsibilities

1. Managers shall notify the Executive Director when they have notification that an employee's driver's license has expired or been suspended or revoked.
2. The Executive Director shall not allow an employee with an expired, suspended or revoked driver's license to operate an Agency vehicle or a personal vehicle on Agency business.
3. It is the responsibility of Human Resources Manager to see that all employees are properly licensed for any vehicles they are to drive on Agency business.

C. Effect of Failure to Maintain Valid, Current Driver's License

Where the employee's applicable written job description requires driving an Agency vehicle or a personal vehicle on Agency business, and an employee fails to maintain a valid, current California Driver's License, the employee will be disqualified from such employment and terminated.

D. Reasonable Accommodation of Disabled Employees and Applicants

Where driving is a requirement for a particular position, an applicant or employee who does not possess a valid, current California Driver's License because of a disability may be eligible for reasonable accommodation. For example, if driving is a non-essential function of a particular position, the driving function may be reassigned as a reasonable accommodation for the disabled worker or applicant. If

driving is an essential function of the employee's position, other accommodation such as reassignment to a different position may be feasible. Each situation will be addressed on a case by case basis. Requests for reasonable accommodation should be addressed to the Executive Director.

E. DMV Automatic Pull Notice

For employees who drive an Agency vehicle or who drive a personal vehicle on Agency business, the Agency may obtain periodic reports from the Department of Motor Vehicles that reflect actions and activities on an employee's driver's license record. These reports will be forwarded to the employee and his or her manager for review and "initialing off" that it is true and accurate by both the manager and the employee. Afterwards, the Pull Notice is placed in the employee's personnel file.

5.5.3 Good Driving Record

Every employee authorized to drive an Agency vehicle or drive a personal vehicle while on Agency business must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. The Agency may at the time of employment, or from time to time thereafter, obtain a copy of an employee's driving record to assess the employee's suitability to drive.

5.5.4 Compliance with Traffic Laws

Employees driving Agency vehicles or driving personal vehicles while on Agency business must be familiar with and obey the State Vehicle Code. Such drivers must also obey local traffic rules, traffic control signs, posted speed limits and parking restrictions. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

5.5.5 Use of Seatbelts

Seatbelts shall be worn by all occupants of Agency vehicles and by employees operating personal vehicles while on Agency business. The use of seatbelts is the law.

SECTION 5.6 Smoking

In keeping with the Agency's intent to provide a safe and healthful work environment and in compliance with state and local law, smoking in enclosed Agency facilities or vehicles is strictly prohibited. Smoking is allowed only on authorized breaks and lunch breaks, and only outside of work facilities so as not to disrupt Agency operations.

SECTION 6 EQUIPMENT AND PROPERTY

SECTION 6.1 Use and Care of Agency Property

6.1.1 Statement of Policy

The Agency provides its employees with the use of tools, equipment, property and facilities that are necessary for the performance of their work. Employees are expected to exercise care in the use of Agency property and to use such property only for authorized Agency business. Misuse or negligence in the care of Agency property may result in disciplinary action. Agency property issued to an employee must be returned at the time an employee terminates employment or when the employee's supervisor requests its return.

6.1.2 Damage or Loss of Agency Equipment

Employees must promptly report to their supervisor all damage to or loss of Agency equipment. Lost or broken tools, equipment and other gear will be replaced by the Agency, but excessive loss or breakage will result in the employee being subject to disciplinary action.

6.1.3 Key/Access Card Distribution

Keys/Access Cards to Agency locks are issued only to employees and other authorized individuals. Each key/Access Card is numbered and issued by the Agency office to a specific individual. Exchanging keys/Access Card, giving keys/Access Cards out, or copying keys/Access Cards is expressly prohibited and may lead to disciplinary action.

6.1.4 Personal Use of Agency Property

Agency tools, vehicles, equipment and facilities are provided for use on Agency business only. Personal use of Agency property is prohibited. Employees are prohibited from displaying personal property for sale on Agency premises or property.

6.1.5 Personal Tools or Property

The Agency will provide all tools and equipment reasonably required to perform the assigned work. The use of an employee's personal tools, vehicle or other equipment is not required and will be permitted only in unusual circumstances.

To deter theft or damage to personal property, employees are discouraged from bringing any personal property into the workplace and should not leave any personal belongings of value in the workplace. The Agency assumes no responsibility for loss or damage to the personal property of an employee.

6.1.6 Agency Access to Property

The Agency retains full title and control, including the right of inspection, over equipment, property and facilities provided for employee use. Employee privacy rights do not extend to work-related conduct or the use of Agency facilities, Agency owned equipment or property. All offices, work areas, desks, file cabinets, files, computers, data storage devices remain the property of the Agency. Therefore,

any agent or representative of the Agency can inspect these items or areas at any time, with or without prior notice.

6.1.7 Entry onto Private Property

All employees shall make a diligent attempt to contact property owners prior to entry upon private property when performing maintenance and repair tasks. Each employee is responsible for immediately reporting to the Agency office any damage to private property, buildings, trees, crops, fences, pipelines or other damage caused as a result of Agency work or operations or the use of Agency equipment.

6.1.8 Purchasing

All purchasing of materials and services must adhere to the Agency's standard practice.

SECTION 6.2 Phones, Computers, and Other Electronic Equipment

6.2.1 Statement of Policy

The phone, voicemail and computer systems are Agency property. Agency phones, radios, computers and other electronic equipment (copiers, fax machines, PDAs (e.g. Blackberry or other Personal Data Assistant device), etc.) should be used for Agency business purposes only. The Agency reserves the right, in its sole discretion, to access these systems, including employee voicemail, e-mail and data stored on computers, at any time. Any personal or personally confidential activities should be conducted at home on personal equipment, not at work.

This Policy is also intended to notify employees that all Agency Information Systems and their contents are not confidential or private. That is, all data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure, and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 6250 et. seq.). Therefore, there is no expectation of privacy in the use of the Agency's Information Systems.**

The Agency reserves the right to access and monitor employee use of the Agency's Information Systems as well as any stored information created or received by employees with the Agency's Information Systems. The reservation of this right is to ensure that the Agency's Information Systems are used securely and appropriately in an ethical and lawful manner.

6.2.2 Phone Usage for Personal Reasons

While it is understood that the use of the Agency's telephones for personal reasons is occasionally necessary, this privilege must not be abused. Such conversations should be limited to exigent situations and must be kept brief. Personal toll calls are not to be charged to the Agency.

6.2.3 Internet Usage

Access to the Internet is provided for the benefit of the Agency and its employees in the performance of their work. It allows employees to connect to information

resources around the world. Employees are responsible for seeing that the Internet is used in a productive, work-related manner.

The Internet shall not be used for personal gain, solicitation of non-Agency business, or advancement of individual views. Employees may not use Agency-provided Internet service to access sexually explicit or other material that would run afoul of the Agency's anti-harassment policy, nor to access gambling or gaming sites, or similarly inappropriate information.

Personal usage of the Internet must be kept to a minimum and during employee break or lunch time.

6.2.4 Decorum of Communications

Employees must conduct themselves professionally and in a businesslike manner when using Agency telephones, radios, voicemail, or e-mail systems. Employees are prohibited from using Agency telephones, radios, voicemail or e-mail systems in any way that is disruptive or offensive to others including, but not limited to, transmitting information derogatory of other employees, sexually explicit information, racial or ethnic slurs, or anything else that may be construed as harassment or disparaging of others. No messages shall be transmitted under an assumed name. Users may not attempt to obscure the origin of any message.

6.2.5 Installation or Duplication of Software

Employees may not add or install personal software programs on Agency computers. Further, the Agency prohibits illegal duplication of software and its related documentation. Employees may only use software contained on Agency computers according to the Agency's software licensing agreement.

6.2.6 Discipline

Violations of any aspect of this policy may result in disciplinary action up to and including discharge.

SECTION 6.3 Agency Vehicles

6.3.1 Statement of Policy

The Agency may provide employees with use of Agency-owned vehicles for performance of their duties. Observation of safe driving practices shall be the top priority of all persons assigned an Agency vehicle, as well as proper care of Agency equipment.

6.3.2 Operator Qualifications

Every driver of an Agency vehicle must have a valid and current California driver's license for the type of Agency vehicle driven and must be authorized by the applicable Agency management employee to drive an Agency vehicle.

Every authorized Agency driver must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. Conviction for driving under the influence, careless or reckless driving, or any similar moving offense of parallel gravity, whether

or not in an Agency vehicle and whether or not on duty, may be the basis of termination of status as authorized driver.

6.3.3 Compliance with Law

All drivers must comply with all applicable motor vehicle laws when driving an Agency vehicle. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

6.3.4 Vehicle Categories

For purposes of this policy, each Agency vehicle shall be placed in one of the following categories:

6.3.5 Limitations on Use of Vehicles

The following rules shall apply to the use of all Agency vehicles:

- A.** Agency vehicles shall only be used for official Agency business. When an employee uses an Agency vehicle in any other manner, that employee shall be deemed to be not on official Agency business.
- B.** Agency vehicles shall only be driven by employees or officers of the Agency. With the approval of the Executive Director, Agency vehicles may be used by non-employees, such as consultants or independent contractors, when it is determined to be in the best interest of the Agency.
- C.** Agency vehicles shall not be used to transport large personal items, such as sports equipment or animals, or for private towing or hauling of personal belongings or property of others.
- D.** Seat belts shall be worn by all occupants while riding in or operating Agency vehicles. The use of seat belts is the law.
- E.** The use of cellular phones and electronic devices are prohibited while driving Agency owned vehicle(s).
- F.** No Agency vehicle shall be used to push-start another vehicle.
- G.** Pets, waterfowl, poultry, fish, reptiles, etc. are not permitted in Agency vehicles, nor are firearms of any type.
- H.** All Agency personnel are required to keep their assigned Agency vehicles in a clean and safe operating condition at all times. No modifications, changes, additions, addition of any accessory, custom part or the removal of any factory or Agency item on any Agency vehicle shall be permitted without the express approval of the Executive Director.
- I.** Each driver of an Agency vehicle will be responsible for calling any needed repairs or adjustments on his or her vehicle to the attention of the Executive Director. Each driver will be responsible for verifying that his or her vehicle has proper and functioning brakes, lights, windshield wipers, etc.

- J. All Agency personnel are required to report damage and defective Agency equipment as soon as possible after detection to ensure that damaged items or potentially damaged items are repaired and that service schedules are not exceeded.
- K. Each employee will be responsible for immediately reporting to their supervisor/Department Head or to the Executive Director any accident in which he or she is involved as a driver of an Agency vehicle. The employee will further prepare a detailed report of the accident, which report is to be submitted directly to the Executive Director or designee. This includes any accidents will on company duty in a private vehicle.
- L. Excessive acceleration and other showings of vehicular power occurring on Agency premises or on private or public property when in an Agency vehicle and the same occurring on Agency premises, whether in a personal vehicle or in an Agency vehicle, is not permitted.
- M. All Agency personnel shall "lock" and "secure" Agency vehicles when left unattended.
- N. Agency personnel involved in auto accidents should not volunteer information or admit liability, but merely respond as necessary to uniformed officers. They should request that their Supervisor, or the Human Resources Manager to notify police or call for medical assistance at the scene when necessary.
- O. Authorized Passengers:
 - 1. Adults on Agency business are permitted to ride in Agency vehicles, but only to the extent that seat belts are available.
 - 2. Any individual who is not participating in agency business, including family members, friends and all children are not permitted in Agency Pool Vehicles.
 - 3. All Agency personnel are prohibited from picking up hitchhikers in Agency Vehicles or while on Agency business.
- P. When driving an Agency vehicle, stopping and entering any bar or liquor store is prohibited. Transporting alcoholic beverages at any time in an Agency vehicle is prohibited

6.3.6 The Vine Bus and Employee Ridership

All regular, full-time and part-time employees are eligible to ride Vine Transit at no cost. This benefit may be extended to their legal spouse and/or dependent(s) under the age of 18. Separation from the Agency for any reason other than Retirement, terminates eligibility. All riders are required to adhere to the Passenger Code of Conduct written in the Agency Policies, Practices and Procedures Manual under Transit policies. This privilege may be revoked at any time by the NVTa Executive Director.

SECTION 6.4 Employee Purchase Programs

6.4.1 Mobile Device/Personal Office Equipment

FF. Mobile Device Reimbursement Program

NVTA will reimburse managers and exempt employees for up to \$1,000 plus tax for the purchase of a mobile device or tablet to encourage the proficiency of its management and exempt employees and for interfacing with Granicus or like software to access and maintain Board and advisory committee packets. If the employee chooses a device under \$1,000, NVTA will only reimburse employee up to the purchase amount. If over the device exceeds a \$1,000 cost, employees are responsible for the difference.

NVTA will **not** reimburse employees, unless specified by separate contract for At Will employees, for costs of data plans, additional software, extra equipment, extra warranties or other peripheral equipment. Purchases other than the mobile device are the responsibility of the employee. It is up to the employee to pay for repairs should the device be damaged or replaced should the device be stolen or lost within a two-year period.

Mobile devices are eligible to be replaced on a two-year cycle from the date of purchase. This is done to ensure that systems used for daily business are up-to-date and under warranty.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

GG. Personal Office Equipment Reimbursement Program

NVTA will reimburse all full time employees for the purchase of office equipment, software, electronics, or other related items approved by their supervisor in the amount of \$1,000 plus tax to support staff in improving their work environment, both in office or remote. This program is to be offered on a three year cycle, effective on the first day of that Fiscal Year. NVTA will not pay for repairs or lost equipment.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

C. Device Ownership/Program Limitations

Mobile devices are the personal property of the employees. Employees can choose any device that accommodates the interface of Board Packets.

IRS rules may consider the reimbursement as income and subject to income taxes. Any additional taxes are the responsibility of the employee.

Business conducted on private devices is subject to the Public Records Act. To separate personal and business items, you should have an NVTA folder so that a search of the entire device would not be necessary to isolate personal documents from public documents or correspondence.

SECTION 7 TIME OFF AND LEAVES OF ABSENCE

SECTION 7.1 Holidays

7.1.1 Eligible Employees

Full-time Agency employees are eligible for paid holidays as described herein,

7.1.2 Recognized Holidays

Eligible employees are entitled to the following eight (8) holidays off with pay when they fall on a work day in the basic workweek:

January 1 (New Year's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

The fourth Thursday in November (Thanksgiving Day)

The day following Thanksgiving Day

December 24 (Winter Holiday)

December 25 (Winter Holiday)

- (1) When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday. If December 24 falls on a weekend, it will be observed the preceding Friday. If December 25 falls on a weekend, it will be observed the following Monday.
- (2) Permanent part-time employees shall receive the same number of holidays as regular, full time employees and on a pro-rata basis, proportional to full-time employment

Holidays will be paid at eight (8) hour increments.

7.1.3 Personal Leave

Eligible employees shall also receive fifty-six (56) hours of personal leave each calendar year. Non-Management Fair Labor Standards Act (FLSA) exempt employees will receive an additional 40 hours of non-accrual personal leave each calendar year.

Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited.

Employees serving a probationary period are not eligible to use personal leave hours for time off. Those hired after the calendar year begins will receive a pro rata share of personal leave time based on the number of pay periods remaining in the calendar year. Any unused hours remaining in the first calendar year of

employment will be rolled over into the following calendar year for use. Any unused personal leave hours will be forfeited for any year thereafter.

Permanent part-time employees shall receive personal leave on a pro-rata basis, proportional to full-time employment.

7.1.4 Board Ordered Holiday

The Board of Directors may from time to time declare additional paid holidays or half-day holidays at their sole discretion, and the granting of any such holiday shall not constitute a precedent for continued granting of such holiday or holidays.

7.1.5 Holidays Occurring During Unpaid Leave

Employees will not receive holiday pay for holidays that occur during an unpaid leave of absence from the Agency, or when the employee is on unpaid leave either the work day before the recognized holiday or the work day after the recognized holiday.

7.1.6 Working on Holidays

Eligible employees may be scheduled to work on holidays, in which event, an FLSA non-exempt employee will be compensated at the overtime rate of pay for all time worked on such days, in addition to receiving eight hours of holiday pay. Standby shall not be construed as time worked.

FLSA exempt management employees who are scheduled to work on a holiday first must obtain prior written approval from the Executive Director in order to be eligible for flex-time or compensatory time-off for hours worked. Any approved flex-time must be taken in full-day increments. Standby shall not be construed as time worked.

SECTION 7.2 Vacation

7.2.1 Purpose

NVTA provides vacation to eligible employees for the purpose of rest, relaxation and reinvigoration.

7.2.2 Eligibility

Full-time employees are eligible to receive vacation benefits. Vacation begins to accrue from the date of hire. A probationary employee may begin to take vacation after the first six (6) months of an employee's probationary period.

7.2.3 Accrual

HH. Accrual Rates

Every permanent, full-time employee shall accrue vacation leave, in accordance with the permitted maximums as provided in the schedule below. An employee shall not accrue vacation in excess of the permitted maximums. The Executive Director shall give employees a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual vacation leave accruals.

Years of Continuous Agency Service	Hours of Vacation Accrued/ Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Year 4 through 9	4.8 hours	300 maximum hours
Year 10 through 14	6.2 hours	400 maximum hours
Year 15 through 19	7.2 hours	400 maximum hours
Year 20 through 29	8 hours	400 maximum hours
Year 30 or more	9 hours	400 maximum hours

1. An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.
2. Each employee may, with approval of the Executive Director, take vacation privileges as earned and in accordance with the provisions of Section 7.2
3. No person shall be permitted to work for compensation for the Agency in any capacity during the time of his/her paid vacation from Agency service.
4. Vacation leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability, unless an employee is on worker's compensation leave, in which case, vacation continues to accrue.
5. Each employee has right to receive compensation at the Employee's current hourly rate for up to eighty (80) hours per year of unused vacation so long as forty (40) hours of vacation were actually used during the calendar year.

Permanent part-time employees shall accrue vacation leave on a pro-rata basis, proportional to full-time employment.

II. Management Employees

Management Employees, not in a probationary period shall receive the following:

1. Eighty (80) hours of management leave credited at the beginning of each calendar year. The right to surrender up to sixty (60) hours of management leave each year and be paid for same in cash at their current hourly rate; provided, however, that a minimum of forty (40) hours of vacation leave must be used during the calendar year in which the surrender of management leave occurs before the finance department is authorized to process the surrender request. Those hired after the calendar year begins will receive a pro rata share of management leave time based on the number of pay periods remaining in the calendar year. Any unused hours remaining in the

first calendar year of employment will be rolled over into the following calendar year for use. Any unused leave hours after the second year and thereafter will not rollover into the following year.

2. Accrual of vacation leave at the rate of 4.8 hours per pay period, or accrual of vacation leave at the rate determined in accordance with Section 7.2.3.A, or accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification, or promotion.
3. In the case of Management Employees who were not employed by the Agency at the time of their appointment, but were previously employed by a city, county, special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Executive Director; providing, however, this rate shall not exceed the rate of vacation leave accrual the Employee enjoyed at the Employee's last place of public employment, or the rate of vacation leave accrual the Employee would be entitled to had all prior public agency service of the Employee been with the Agency, whichever is higher; and further provided that in no event shall this rate of accrual exceed the maximum rate the Agency provides to Management Employees. Work performed for a public agency as a consultant or independent contractor rather than as an employee, shall not be taken into account by the Executive Director in approving a vacation leave accrual rate exceeding the .06 hours per each full hour worked up to the maximum of eighty (80) hours per pay period.
4. The right to accumulate a maximum of 600 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

7.2.4 Scheduling

JJ. Notice

Vacation shall be scheduled with the employees supervisor and the Executive Director, with due regard for the wishes of the employee and with particular regard for the needs of the Agency.

Vacations of four (4) consecutive days or more, must be scheduled a minimum of two weeks before the date of departure. Vacations of three (3) consecutive days or less must be scheduled at least two (2) working days before departure. Under special circumstances, the Executive Director may waive these notice requirements.

All vacation requests shall be submitted in writing.

KK. Intervening Holidays

A holiday falling within a vacation shall not be counted as a day of vacation.

LL. Intervening Illness or Injury

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies and Procedures.

7.2.5 Termination or Retirement from Agency

Accrued but unused vacation at the time of an employee's termination or retirement shall be administered as follows:

MM. Termination

If an employee terminates employment with the Agency, voluntarily or involuntarily, and has accrued and unused vacation, he or she shall be paid for each day recorded in Agency records.

NN. Retirement

An employee who retires and has accrued and unused vacation may elect either of the following options:

1. Continue to work until the date of retirement and be paid for accrued and unused vacation; or
2. Discontinue working and take accrued and unused vacation time that would extend from last day worked up to the date of retirement.

If option (2) is selected, deductions from vacation pay will be the same as if the employee is actually on the job and health care coverage will continue to be provided under various group programs through the exhaustion of vacation time.

SECTION 7.3 Sick Leave

7.3.1 Purpose

The Agency provides paid sick leave in order to prevent a loss of earnings that may be caused by illness or injury. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury or illness.

7.3.2 Eligibility

Employees are eligible for paid sick leave. Sick leave begins to accrue from the first day of employment.

7.3.3 Accrual

Each employee shall accrue 3.8 hours of sick leave for each full eighty (80) hour pay period. There is no limit to the amount of sick leave an employee can accrue. Sick leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability status, unless an employee is on worker's compensation leave, in which case, sick leave continues to accrue.

No sick leave shall be paid prior to it being accrued.

Sick leave accrued and unused is forfeited upon termination of employment. For vested employees, accrued and unused sick leave balances can be used to credit retirement health benefits per the agency contract with CalPERS.

Permanent part-time employees shall accrue sick leave on a pro-rata basis, proportional to full-time employment.

7.3.4 Conversion of Vacation to Sick Leave

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies.

7.3.5 Employee Notice and Communication

An employee shall contact his or her supervisor prior to the employee's starting time each day when absent due to illness or injury. Employees must follow this procedure every day of illness or injury, except in the case of a pre-approved leave of absence.

Where an employee is absent for more than three (3) consecutive days, the employee will be required to submit a doctor's statement (1) verifying that an illness or injury prevented the employee from working, and (2) certifying that the employee is fit and able to return to work. Employees are required to submit a doctor's statement consistent with (1) and (2) above if an employee has a regularly scheduled absence for medical reasons. Management may also require a doctor's slip verifying the absence for a shorter period of time where a question of abuse of sick leave arises.

Employees on an approved leave of absence who do not return on their scheduled return date and who have failed, in advance of the return date, to obtain an agreed

extension of leave from their supervisor or the Executive Director, will be considered to have voluntarily abandoned employment and subject to separation from Agency employment.

SECTION 7.4 Workers' Compensation Leave

7.4.1 Purpose

Agency employees are eligible for benefits under the Worker's Compensation Laws of the State of California for injury or illness arising out of or in the course and scope of employment. Where such injury or illness necessitates an employee's absence from work, an employee shall remain on paid status as provided herein.

7.4.2 Sick or Vacation Leave Supplementation

When an employee is off work due to an industrial injury, accrued sick leave or vacation pay may be paid for the first three (3) days. Thereafter payments made by Worker's Compensation may be supplemented up to base wage entitlement of that employee to the extent that accumulated sick leave is available and, when authorized by the employee, vacation days.

7.4.3 Accrual of Benefits during Leave

During the time an employee is on "paid status" while absent from work by reason of injury or illness covered by Worker's Compensation, he or she shall continue to accrue all benefits. For the purposes of this section, "paid status" shall include that period of time during which the Agency coordinates benefits; i.e., that period of time during which sick leave and vacation days are used to supplement employee earnings.

If worker's compensation leave is converted to long term disability leave, once vacation and sick leave balances are depleted, health, dental, vision, and life insurance premiums will be paid entirely by the employee. In addition, while the employee is on long term disability status, vacation, holidays, and sick leave accruals will no longer accrue.

SECTION 7.5 Pregnancy Leave

7.5.1 Purpose

In an effort to further equal employment opportunity for women, employees who become disabled by pregnancy, childbirth or related medical conditions may be entitled to job-protected leave or other reasonable accommodation as provided by California's Pregnancy Leave Law.

7.5.2 Covered Employees

An employee is disabled from working due to pregnancy, childbirth or a related medical condition in the following circumstances:

- Inability to work at all because of pregnancy or childbirth

- Inability to perform one or more essential functions of the employee's job without undue risk to the female, the successful completion of the pregnancy, or other persons
- Suffering from severe morning sickness
- Needing to attend pre-natal care appointments

7.5.3 Leave Rights

A covered employee is entitled to up to four months of leave during any period in which the employee is actually disabled. Such leave may be taken in a single block of time or on an intermittent basis or reduced leave schedule. This leave is in addition to, and does not run concurrent with, any leave the employee may be eligible for under the Family Medical Leave Act and California Family Rights Act.

At the conclusion of an approved pregnancy disability leave, the employee will be restored to her original position or a comparable position in accordance with law.

7.5.4 Pay and Benefits

Pregnancy disability leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a pregnancy-related disability.

Leave taken under this policy does not constitute a break in service for the employee.

7.5.5 Employee Notice Obligations

Whenever the need for leave is foreseeable, a covered employee must give the Agency thirty (30) days advance notice of the need for leave. Covered employees should make reasonable efforts to schedule any necessary medical treatment so as not to disrupt the operations of the Agency. The Agency may deny leave where such notice is not provided.

When the need for leave is not foreseeable, covered employees must provide notice of the need for leave as soon as practicable.

7.5.6 Medical Certification

An employee requesting such leave will be required to provide a medical certification from her health care provider verifying the disability, the date it commenced, and its probable duration.

Upon return to work, the employee will be required to provide a return-to-work certificate from her health care provider stating that she is able to resume the duties of her position.

7.5.7 Other Forms of Pregnancy-Related Disability Accommodation

An employee disabled by a pregnancy-related condition may also be eligible for a temporary transfer to a less strenuous or hazardous position or other form of accommodation. Requests for accommodation should be directed to the employee's Supervisor or the Executive Director.

SECTION 7.6 Family and Medical Care Leave Act

7.6.1 Statement of Policy

This policy describes the circumstances and conditions under which an employee may take family care and medical leave as provided under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). This policy is meant to be read together with the FMLA (29 U.S.C. 2601 et seq.) and the CFRA (Government Code Section 12945.2) and the regulations adopted to implement them, all as they are now written or may hereafter be amended. This policy is separate and distinct from any other leave policies or procedures. The benefits accorded by these separate policies shall not be combined or otherwise construed as one policy.

7.6.2 Definitions

- A. "Family and Medical Care Leave"** means leave, whether paid or unpaid, taken by an employee on account of:
 - 1. The birth of a child of the employee.
 - 2. The adoption or foster care placement of a child by the employee.
 - 3. The serious health condition of a child, parent or spouse of the employee.
 - 4. The serious health condition of the employee which makes the employee unable to perform the duties of the employee's position.
- B. "Child"** means a biological, adopted or foster child, a stepchild, a legal ward or child of a person in loco parentis who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability.
- C. "Health Care Provider"** means a person holding a physician's and/or surgeon's certificate or an osteopathic physician's and/or surgeon's certificate who directly treats or supervises the treatment of the serious health condition, or any other person determined to be capable of providing health care services under the FMLA/CFRA.
- D. "Parent"** means a biological, foster or adoptive parent, a stepparent or legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.
- E. "Serious Health Condition"** means an illness, injury, impairment or physical or mental condition which involves either:
 - 1. Inpatient care in a hospital, hospice or residential health care facility; or
 - 2. Continuing treatment or supervision by a health care provider of more than three consecutive days; or

- 3. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in an incapacity for more than three consecutive days.
- F. **"Spouse"** means a partner in marriage as defined in Family Code Section 300. It does not include unmarried persons living together, but does include persons who are legally married who do not live together. For the purposes of this policy, spouse is further defined as a registered domestic partner as specified in California Family Code Section 297.
- G. **"Employment in the Same or Equivalent Position"** means employment in a position that has the same or equivalent duties and pay that can be performed at the same or similar geographic location as the position held prior to the leave.

7.6.3 Family and/or Medical Care Leave

Except as hereafter provided, any employee with at least 12 months of service with the Agency, who has at least 1250 hours of service during the previous 12-month period, may take up to 12 weeks of family care and medical leave during a 12-month period with a guarantee made at the time leave is granted that the employee will be able to return to the same or equivalent position.

- A. For this purpose, "12 month period" means the 12 months immediately preceding the date an employee takes family care and medical leave.
- B. Pregnancy disability leave taken by an employee will not be considered when counting the amount of leave an employee may take pursuant to this policy.
- C. While on leave under this policy, an employee will continue to be covered by the Agency's group health insurance to the same extent that coverage is provided while the employee is working.
- D. If an employee fails to return to work after the designated period of leave or when the leave entitlement has been exhausted or expires, the Agency shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave under this policy, or because of circumstances beyond the employee's control.
- E. Leave under this policy may be granted on an intermittent basis (i.e., leaves taken in separate blocks of time due to a single qualifying reason) or a reduced work schedule to accommodate an employee qualifying for leave under this policy. An employee may take leave under this policy on an intermittent basis for his/her own serious

health condition or for the serious health condition of a qualifying family member when it is shown to be medically necessary.

F. Conditions for use of Family/Medical Care Leave:

1. Notice of Leave. If the need for leave is foreseeable, an employee must provide the Agency with reasonable advance notice. For this purpose, "reasonable advance notice" means thirty (30) days' written notice, if practicable.
2. Scheduling Leave. If the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule it to avoid disruption of Agency operations.
3. Medical Certification for Family Care Leave. A request for leave to care for a child, spouse or parent who has a serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the health condition commenced;
 - b) A statement as to whether a serious health condition of a family member exists:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).
 - ii. Failure to disclose the nature of the serious health condition may give the Agency reason to doubt the validity of the certification.
 - c) The probable duration of the condition;
 - d) An estimate of the time the employee needs to care for the individual;
 - e) A statement that the condition requires family participation to provide care during the period of treatment or supervision of the individual requiring care.
4. Medical Certification for Employee's Own Serious Health Condition. A request for leave for an employee's own serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the serious health condition commenced;
 - b) A statement as to whether the employee is unable to perform the essential functions of his or her normal position:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).

- ii. Failure to disclose the nature of the serious health condition, may give the Agency reason to doubt the validity of the certification.
- c) The probable duration of the condition.
- 5. Use of Accrued Leave:
 - a) Vacation/Comp Time: An employee who takes family/medical care leave must use all of their accrued compensatory time off, if any, and then and all of their accrued vacation in excess of 80 hours.
 - b) Sick Leave: An employee who takes family/medical care leave may only use accrued sick leave as provided in the applicable under California law.

G. Limits on Family and Medical Care Leave

The Agency may refuse to allow family and medical care leave if:

- 1. The employee fails to furnish the Agency adequate medical documentation which satisfies the requirements under this policy or the FMLA or CFRA.
- 2. If both parents of a child are employed by the Agency, the Agency may limit the family care leave for the birth, adoption or foster care placement of their child to a combined total leave of twelve (12) weeks in a 12-month period.

H. Challenge to Medical Certification

- 1. When the Agency doubts the validity of a medical certification submitted by an employee, it may require the employee to obtain at Agency expense the opinion of a second health care provider designated and approved by the Agency regarding any of the information in the original certification. Such second health care provider may not be one employed by the Agency on a regular basis.
- 2. If the opinion of the second health care provider differs from the first, the Agency may require the employee to obtain at Agency expense, the opinion of a third health care provider, designated or approved jointly by the Agency and the employee, concerning the information in the original certification. The opinion of the third health care provider will be final and binding on the Agency and the employee.

I. Employee's Obligation to Periodically Report on His/Her Condition

An employee on family or medical care leave may be required to periodically report on his or her status and intent to return to work. This will avoid any delay to reinstatement when the employee is ready to return to work.

J. Status of Employee Benefits While On Leave

1. Status of Employee. An employee on family/medical care leave retains employee status, and the leave does not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. For purposes of layoff, recall, promotion, job assignment, and seniority related benefits, an employee who returns from leave will have no less seniority than the employee had when the leave commenced.
2. Health Insurance. Except as hereafter provided, during family/medical care leave, the Agency will continue to offer the employee, and pay its share of the premium for, health insurance for up to twelve (12) weeks at the same level and under the same terms and conditions as coverage was provided while the employee was actually working for the Agency; provided that, if an employee fails to return from leave for reasons other than the continuation, recurrence, or onset of the employee's own serious health condition or other circumstances beyond the employee's control, the Agency may recover the premiums paid by the Agency on behalf of the employee.
3. Other Benefits. During family/medical care leave, an employee will continue to be entitled to participate in employee health plans for any period during which coverage is not provided as required in Section 7.6.3.J.2 above, employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

K. Return from Family and/or Medical Care Leave

1. The Agency may deny reinstatement of an employee from family and medical leave to the same or equivalent position where:
 - a) The employee refuses to return on the date agreed upon; or
 - b) As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement; or
 - c) The same or equivalent position has been eliminated for legitimate business reasons unrelated to the employee's family/medical care leave, in which case the employee will have the rights accorded in the layoff provision of the applicable Agency policy.

2. Reinstatement of Key Employees: The Agency may deny reinstatement of an employee from family and/or medical care leave to the same or equivalent position where:
 - a) The employee is among the highest paid 10% of the Agency's salaried employees; and,
 - b) Reinstatement would cause the Agency serious and grievous economic harm; and,
 - c) The employee was notified at the outset of leave that reinstatement could be denied.

7.6.4 Status of Prior Policies

This policy supersedes and replaces all other policies on the same subject. The Agency reserves the right to amend this policy whenever it is appropriate to conform to state and federal laws, rules and regulations.

SECTION 7.7 Funeral and Bereavement Leave

7.7.1 Purpose

The Agency provides bereavement leave for its employees in the event of a death in the employee's family in order to handle family affairs and attend the funeral.

7.7.2 Conditions of Leave

OO.Amount

An employee may take up to five days of Bereavement leave.

An additional limited amount of time off to attend funeral services outside the State of California may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Attendance at funerals requiring absences of more than five days may be charged to accrued vacation or personal leave accounts.

PP. Covered Family Members

Leave shall be afforded under this policy for the death of the employee's spouse, registered domestic partner, child, parent, parents-in-law, step-parents, sibling, step-siblings, and grandparents.

QQ.Deceased Employees

In deference to the memory of a deceased colleague, a limited amount of time off to attend funeral services may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

SECTION 7.8 Reproductive Loss Leave

7.8.1 Purpose

The Agency provides job-protected leave for its employees who suffer from certain reproductive loss events, including miscarriage, unsuccessful adoption, unsuccessful surrogacy, stillbirth or an unsuccessful assisted reproduction.

7.8.2 Conditions of Leave

An employee may take up to five days of Reproductive Loss Leave upon suffering a reproductive loss event. The leave must be taken within three months of the event unless the employee is on or chooses to take leave under another leave entitlement, (such as the California Family Rights Act (CFRA), pregnancy disability, or bereavement leave), in which case the reproductive loss leave must be taken within three months of the other leave's end date. If an employee experiences more than one qualifying event, the Agency is not obligated to grant more than 20 days of leave within a 12-month period.

7.8.3 Leave Rights

Leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a reproductive loss event.

Leave taken under this policy does not constitute a break in service for the employee.

It is unlawful for discrimination or retaliation against any employee seeking to exercise their rights under the law and such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee.

SECTION 7.9 Jury Duty and Witness Leave

7.9.1 Purpose

The Agency encourages its employees to perform their civic duty to serve on a jury panel or as a subpoenaed witness and provides leave for such purposes as described herein.

7.9.2 Jury Duty Leave

RR. Full-time and Seasonal Employees

Time off without loss of pay of up to four (4) weeks shall be granted to full-time employees called for jury duty. Should jury duty extend beyond four (4) weeks, the employee will receive unpaid leave for the duration of the jury service. The employee may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the remainder of the jury service.

SS. Part-Time and Temporary Employees

Part-time and temporary employees will be granted time off without pay for jury duty service. These employees may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the jury service.

TT. Notice Requirements

All employees are required to provide their supervisor with reasonable advance notice of jury duty. Employees must provide their supervisor with a copy of their jury summons prior to the commencement of jury duty leave.

UU. Return to Work

All employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

7.9.3 Witness Duty

All employees will be allowed time off without pay to appear in court as a witness pursuant to a valid subpoena or other court order. The employee must provide his or her supervisor with reasonable advance notice of the witness duty. Further, the employee is required to provide his or her supervisor with a copy of the subpoena or court order requiring the employee's attendance. The employee may elect to use accrued vacation or floating holiday time to cover the time away from work. All employees who are subpoenaed by court to appear in their capacity and scope as a representative of the Agency shall be allowed time off with pay for such witness duty.

7.9.4 Overtime Exempt Employees

Overtime exempt employees who work any portion of the week in which they also serve on jury duty or as a witness will receive their full salary for that week.

SECTION 7.10 Military Leave

7.10.1 Purpose

The Agency provides appropriate military leaves of absence, benefits and reinstatement rights to members of the military consistent with the provisions of the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act.

7.10.2 Leave of Absence

Any Agency employee who is a member of the United States armed forces, the National Guard, the Naval Militia or the reserve corps is entitled to an unpaid leave(s) of absence for ordered military duty including active military training, inactive duty training, encampment or exercises.

7.10.3 Employee Notice Requirements

Employees must provide advance written or verbal notice of the need for military leave unless to do so is impossible or unreasonable. Generally, an employee

should present their service papers to their supervisor as soon as they receive them. Employees should use their best efforts to arrange inactive duty or annual trainings at a time that is mutually convenient to the employee and the Agency.

7.10.4 Pay and Benefits While On Military Leave

VV. Pay

Where the employee has been employed by the Agency for at least one year prior to the start of the leave, the first 30 calendar days of military leave will be paid. No minimum length of service is required to receive 60 calendar days of pay for a member of the National Guard who is called to active duty during a declared emergency. Paid military leave shall not exceed 30 calendar days in any fiscal year.

After the first 30 calendar days, military leave will be unpaid. Any employee may, at his or her option, elect to use accrued vacation or floating holiday time to cover periods of unpaid military leave.

WW. Health Care Coverage

For leaves with duration of 30 days or less, the Agency will continue the employee's health care coverage on the same terms as if the employee was working.

For leaves longer than 30 days, the employee may be eligible to continue health care coverage for self and dependents at the employee's own expense for up to 24 months. Employees returning from leave longer than 30 days will be restored to health care coverage upon their return to work without a waiting period.

XX. Seniority

Any employee who takes military leave retains his or her original seniority date and all other seniority-based benefits as if continuously employed.

Employees on military leaves will not accrue any vacation or sick leave during periods of unpaid military leave.

Time spent on military leave will be counted as time worked for purposes of determining eligibility for family and medical leave.

7.10.5 Reinstatement

The Agency will adhere to the applicable federal or state law that is most beneficial to the employee in determining reinstatement rights.

Generally, employees must provide timely notice of their intent to return to work after military service. An employee returning from military leave will be reinstated to employment in the position he or she would have held had there been no interruption for military service, if qualified. If reasonable efforts to so qualify the employee fail, he or she will be returned to the position held at the beginning of the leave, if qualified.

Reinstatement may be denied if the employee receives a dishonorable or other disqualifying discharge, fails to timely request reemployment, or the Agency's

circumstances have so changed to make reemployment impossible or unreasonable.

SECTION 7.11 Leaves of Absence without Pay–Accrual of Vacation and Sick Leave

An employee taking leave without pay shall earn vacation leave and sick leave during the week in which the leave of absence occurs according to the following weekly schedule. Such vacation leave and sick leave shall be calculated to the nearest tenths as shown in the chart below:

HOURS OF LWOP	PERCENTAGE OF ACCRUAL
2 – 3.9	90
4 – 7.9	80
8 – 11.9	70
12 – 15.9	60
16 – 19.9	50
20 – 23.9	40
24 – 27.9	30
28 – 31.9	20
32 – 35.9	10
37 – 40.0	0

SECTION 7.12 Outside Employment

The Agency forbids employees on a leave of absence, other than military leave, from holding outside employment during such leave. Employees who violate this policy will forfeit any leave of absence and will be deemed to have voluntarily terminated their employment and separated from the Agency.

SECTION 8 BENEFITS

SECTION 8.1 Insurance

8.1.1 Purpose

The Agency will provide all eligible employees and their dependents access to group health insurance programs including medical, dental and vision and life insurance.

8.1.2 Terms of Coverage

The amount and type of coverage, as well as the percentage of Agency contribution, is subject to change from time to time depending on changes in applicable premiums.

Information describing coverage is available from the Agency Human Resources department upon request. If there is a conflict between the language used here and the language contained in the group plan documents, the plan documents will prevail.

8.1.3 Eligibility

Full-time and part-time permanent employees are eligible for medical, dental, vision and life insurance coverages. The effective date for these coverage's is the first of any month following thirty (30) days of continuous service, except for medical which is effective the first of the month following the employee's hire date. Employees returning from layoff shall have full benefits made available to them on the first of the month following their return to work, without waiting the otherwise mandatory "waiting period."

8.1.4 Medical, Dental and Vision Coverage

YY. Payment of Premiums

Presently the Agency pays 96% of the premium for Medical and 100% of the premium Dental for eligible full-time permanent employees during periods of regular pay status (including paid time off and paid leave). The agency pays 100% of benefits for full-time permanent employees with no dependents. The Vision premium is paid for by the Employee. The Agency does not pay insurance premiums for employees on an unpaid leave of absence or whose hours fall below the required minimum for eligibility of at least fifty (50) paid hours per pay period, unless specifically provided in another Agency policy such as the family and medical leave policy. Employees can elect to waive coverage providing that they can show they are covered by health insurance elsewhere.

The monthly premiums for permanent part-time employees shall be paid on a pro-rata basis proportional to full-time employment.

ZZ. Long Term Disability

As used herein, "long-term disability" means the status reached when an eligible employee has, during any consecutive 12 month period, been unable to work or

perform the duties for which employed for 90 calendar days during that period, because of his or her own ill health or physical or mental disability.

Upon entering long-term disability status, an employee may petition the Board of Directors for use of accrued vacation or sick leave sufficient to pay premiums as set by the Agency for continuation of health, dental and vision coverage. Granting or denial of such petition shall be at the sole discretion of the Board based on their evaluation of the circumstances in each case. A granting in one case shall not be construed to have set a precedent when reviewing other cases.

AAA. Continuation of Health Benefits - COBRA

As stated above, the Agency's health care plans are maintained for employees in regular pay status and their covered dependents. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and a related state law allow employees and their dependents to continue health care coverage at their own expense for up to 36 months if they lose coverage due to termination or other qualifying events.

BBB. Temporary Employees

Temporary employees are eligible for group health benefits for themselves and their dependents at their own expense provided the temporary employee qualifies as provided above and provided further, the employee pays the monthly premium for the group health care coverage a minimum of 10 days in advance of the first of each month.

8.1.5 Life Insurance Coverage

The Agency provides life insurance coverage for eligible employees in accordance with carrier requirements and at benefit levels determined through negotiations with the applicable employee representative. Presently the Agency pays 100% of the premium for this insurance.

SECTION 8.2 Retirement

8.2.1 Purpose

The Agency provides retirement benefits to fulltime and part-time, permanent employees through its plan with CalPERS. The terms of the plan shall govern retirement benefits.

8.2.2 Plan Overview

CalPERS provides a defined benefit plan. Benefits are based on the employee's age, years of credited service and final compensation at retirement. Employees become fully vested with 5 years of service. For employees hired prior to May 21, 2011 the minimum retirement age is 55 with a benefit formula of 2.5% at 55 (Tier 1); for employees hired between May 21, 2011 and December 31, 2012 the minimum retirement age is 60 with a benefit formula of 2.0% at 60 (Tier 2); and for employees hired on or after January 1, 2013 the minimum retirement age is 62 with a benefit formula of 2% at 62 (PEPRA New Members).

8.2.3 Contributions

The Agency pays the employer's contribution share at the current rate (FY 2025/2026) of 13.460% for Tier 1 members, 10.190% for Tier 2 members and 7.960% for PEPRA members of reportable earnings. The Employee pays the employee's contribution share at the current rate of 8% for Tier 1 members, 7% for Tier 2 members and 7.75% for PEPRA members of reportable earnings. These percentages are subject to change based on CalPERS rates.

8.2.4 Other Post-Employment Benefits (OPEB)

Effective May 16, 2018, the Agency pays a percentage of \$500 cap (\$750 for dual coverage) based on the employees' years of service, with no future increases.

Years of Service	Percentage
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The Agency will pay the Public Employees Medical and Hospital Care Act (PEMHCA) minimum for individuals with less than 10 years of Authority service at retirement.

Employees who retired prior to May 16, 2018 (Grandfathered) will receive no less than their current benefit.

8.2.5 The Vine Lifetime Transit Pass

Upon retirement from the Agency, a regular, full-time employee is eligible to receive a Vine Bus Lifetime Transit Pass that may be extended to their spouse and/or dependent(s) under the age of 18 at no cost. Lifetime Transit Pass holders are required to adhere to the Passenger Code of Conduct written in the Agency Policies, Practices and Procedures Manual under Transit policies.

SECTION 8.3 Education, Membership and Professional Affiliation Fees

8.3.1 Purpose

The Agency will reimburse tuition, membership, and professional affiliation fees to eligible employees.

8.3.2 Eligibility

- Must be a regular, full-time employee.
- Must have at least one-year full-time employment.

- Must meet the performance expectations of his or her current position.
- Must not have any formal disciplinary actions with NVTa within the previous 18 months. Formal disciplinary actions include written warnings, demotions, or suspension.
- Must have an individual development plan in place, reviewed and agreed to by the supervisors with recognition that the educational investment is part of the employee's development for the current job or for a job to which he or she would realistically move to within NVTa in the future.
- Undergraduate level and graduate level degree course work, (both credit and non-credit courses such as continuing education & off-site training) are eligible for reimbursement, provided the employee's management agrees that the intended studies relate to the individual's current or potential future job at NVTa. This alignment should be reflected within the employee's individual development plan as noted in their performance evaluation.
- Must have clear alignment between the employee's educational ambitions, the agency's needs, the employee's performance management agreement and individual development plan.
- Must apply for and be pre-approved before enrolling in courses or any other type of formal education such as professional certifications. It is advisable for application to be made a 60-90 days in advance of the course/program to allow time to consider approval and budgeting, as appropriate.

8.3.3 Education Fees

Tuition for authorized Agency continuing education or a college degree are eligible for reimbursement. Education must be relevant to enhancing job knowledge or job related skills, or for the purpose of qualifying for advancement within the Agency as described in the employee's development plan. Employees are required to prepare a written request outlining the objectives for obtaining the education, expected timeframe, coursework and cost estimates, including tuition and books. The written request is to be submitted to the Executive Director for consideration and discretionary approval prior to enrolling in coursework, provided the employee intends to seek Agency reimbursement. Depending on the cost or relevancy of the proposed education, the Executive Director may agree to reimburse all or a portion of the estimated cost. Actual reimbursements are eligible only after the successful completion of each quarter or semester as evidenced by supporting documentation from the college or university. Expenses for travel, lodging, meals or mileage related to education are not eligible for reimbursement.

Employees who accept tuition reimbursement, commit to regular full-time time service of two (2) years for an under-graduate degree or three (3) years for a graduate degree, following the successful completion of the coursework. In the event that an employee voluntarily terminates their employment with NVTa or is terminated for cause at any time during the course of employment, the employee agrees to repay NVTa the entire amount of tuition, associated fees, and taxes, if any, that have been paid for all courses. Repayment will not be required if the termination of their employment is due to death, long-term disability, layoff or involuntary termination for any reason other than cause.

If an employee does not repay any amounts due as indicated above on or before their last day of employment, any such amounts will be deducted from the employee's final paycheck or from other amounts payable to the employee upon or following termination of employment, and will authorize such deduction. Employees will also acknowledge that any balance still owed to NVTA after the deductions referenced above must be repaid to NVTA.

Employees shall be allowed sufficient leave with pay to meet the minimum education coursework requirement. The allowed leave shall be subject to the convenience of the Agency and the approval of the Executive Director.

8.3.4 Membership and Professional Affiliations Fees

Employees are encouraged to be members and active participants in job related professional affiliations. Memberships in professional organizations, and certifications or licenses related to transportation, engineering, financial management, accounting or other governmental affiliations are eligible for reimbursement as approved by the Executive Director. A maximum of two (2) memberships per employee totaling no more the \$500 per year is available for memberships to be reimbursed to the employee or paid directly by the Agency. The Executive Director may authorize an amount greater than this limit on a case by case basis when it is in the best interest of the Agency.

NVTA reserved the right to amend these Personnel Policies and Procedures at any time.

**Napa Valley Transportation Authority (NVTa)
 COMMUNICATIONS POLICIES AND PROCEDURES**

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SECTION 1 - COMMUNICATIONS AND PUBLIC AFFAIRS

1. SUMMARY/PURPOSE

The purpose of this policy is to ensure consistency in communicating to the public and to ensure information is received and understood. Additional policies about Board and Committee Agenda Preparation and Meeting Procedure Guidelines section of the NVTa Policies and Procedure Manual. As a public agency, the NVTa has an obligation to ensure that the public is informed about the agency's responsibilities and activities. The Public Communications chapter provides guidelines on elements of public outreach meetings, publicizing meetings, and communications with the press.

The policy is also intended to provide guidance on meeting Title VI and Environmental Justice requirements for planning processes established by the Federal Highway Administration and the Federal Transit Administration. To that end, NVTa is committed to:

- Identify residential, employment and transportation patterns of low-income and minority populations, identify and address needs, and assure that benefits and burdens of transportation investments are fairly distributed.
- Improve public involvement processes to eliminate participation barriers and engage minority and low-income populations in transportation decisions.

2. POLICY

A. The policy is applicable to public meeting protocol, the development of public materials and communications, including but not limited to: meeting materials, press releases, letters to the editor, presentation materials, and press interviews.

B. PLANS, NOTIFICATIONS AND PUBLIC MEETINGS

i. Major Plans/Activities

Public Outreach and Meetings are a priority for NVTa. Public meetings are a critical tool for communicating information about the agency's activities and plans. Public meetings should be used to inform members of the public about major planning activities and to receive public input. The number of meetings and types of meeting should be determined by the significance of the activity. Major plan updates such as the Countywide Transportation Plan and the Short Range Transit Plan should involve public meetings located in central locations (e.g. City of Napa, City of American Canyon, etc.) at facilities that can accommodate and are germane to the community or sub-sector (e.g. seniors, Spanish-speaking audiences) to which the meeting is being directed.

Major plans should also engage stakeholder groups that represent a broad sector of the community. These groups include but are not limited to: seniors, Spanish-speaking community, disabled community, transit riders, bicycle community, Vintner Associations, Grape Grower Associations, Napa Valley Farm Bureau, Visit Napa Valley, chambers of commerce, NVTA, City, and Town governments. Existing standing committees (i.e. Technical Advisory Committee, Community Advisory Committee, Paratransit Coordinating Council, Active Transportation Advisory Committee) can serve to represent specific interests.

ii. Minor Plans

Minor plans and technical studies should at minimum convene a stakeholder committee or working group that is open to the public. This could include standing committees as referenced in paragraph i. above.

iii. Notification

Public meetings should be noticed 15 days in advance with a written notification to appropriate groups, including, at a minimum, Board and standing committee members. Notice should also be placed on the agency's websites. Materials should also be posted on the agenda kiosk at the Soscol Gateway Transit Center and on Vine Buses. Meeting materials will be translated as requested by the public.

iv. Conducting Public Meetings

Public meetings should be held in accessible locations that can accommodate a large number of individuals, and on days and times that would generate the most participants. Materials should be available in both English and Spanish. A Spanish and American Sign Language interpreter should be engaged upon request.

Meeting materials should be printed using font large and clear enough for all participating members to understand. Visualization tools, such as maps and diagrams, should be used to help demonstrate ideas and concepts. Acronyms should be spelled out and defined on all materials.

Presentations should be clear and concise. A meeting agenda should be provided. A specific time and opportunity for public input should be designated on the agenda. Information about additional meetings and opportunities to communicate with the NVTA Board should be shared.

C. Oral and Written News Media Communication

i. Queries From and Interviews With the News Media

NVTA staff is encouraged to work with the media on stories pertaining to NVTA, it's projects, policies, plans, and programs. Staff members should inform their supervisors and the ED about the query or interview in the event of follow-up questions.

ii. Letters to the Editor

Letters to the Editor must come from the Executive Director and only when necessary to clarify a news story or to respond to concerns heard from the public.

iii. Press Releases

Press Releases are to be used to announce public meetings, public hearings, special events, and noteworthy projects and plans. The press release will be drafted by the staff for ED review. Once the ED has approved the press release, the press release is directed to the Communications Department to be placed on the appropriate form and distribution. The NVTA Press Release Form is found at:

<H:\NVTA\0200 Public Communications\02 Press Releases>

D. Presentations to Elected Boards and Councils, Civic Organizations, Non-Government Agencies and Special Interest Groups

i. Presentations and Meetings to Elected Boards and Other Groups

NVTA Staff is encouraged to engage the public through various avenues, including presenting to City/Town Councils, the Board of Supervisors, Civic Organizations, and other interest groups. Presentations and messaging should be approved by the ED.

SECTION 2 - SOCIAL MEDIA USE POLICY

1. SUMMARY/PURPOSE

The purpose of this policy is to establish consistent standards for and ensure appropriate use of NVTA-sponsored Social Media sites in reaching out to the public with the intended purpose of sharing and gathering information about NVTA and its various projects.

For this policy, “Social Media” (and Social Networking) refers to technologies that allow NVTA staff to share pertinent and important information over the Internet with the public. Example include (but are not limited to) NVTA websites, Facebook, Instagram, Nextdoor, etc. that allow NVTA staff to communicate with a broad audience.

This policy applies to all NVTA-sponsored Social Media sites (“NVTA Social Media sites”) and to all NVTA employees and approved volunteers, consultants, service providers, and contractors performing business on behalf of NVTA. This policy is not intended to regulate the personal (non-work-related) activities of NVTA employees, volunteers or contractors. Nevertheless, employees are cautioned that blogging under assumed names/identity about agency-related affairs will not be tolerated.

2. POLICY

A. Application of Related NVTA Policies

All official NVTA presences on Social Media sites are subject to all related administrative policies, including, but not limited to, confidentiality, conflict of interest, general conduct and sexual harassment. Please refer to specific NVTA policies that cover privacy and security of NVTA technology assets (including data and information) and the Policy for Maintaining a Harassment and Discrimination Free Work Environment.

B. Front Page Requirements - Identification & Maintenance as a Napa NVTA Site

To help distinguish NVTA/Vine Transit Social Media sites from non-professional (or personal) uses of these tools, NVTA/Vine Transit sites must state that they are maintained by NVTA and that they are subject to this Social Media Policy. Each site must have the standard NVTA Privacy and Disclaimer Notice posted on its front page. [Refer to the NVTA's Privacy and Disclaimer Notice.]

C. Napa NVTA's Official Website

NVTA's official websites, NVTA.ca.gov and VineTransit.com, will remain the NVTA's primary and predominant Internet presence.

D. Link back to Official NVTA Website

Content on NVTA Social Media sites shall **not** be offered in lieu of official information on the NVTA's official Website or a department's official Web pages. All NVTA Social Media site shall contain a link back to the sponsoring department's official Website, where the announcement, press release, form(s), document(s), online services and/or other information relevant to the matter shall be posted.

E. Records Retention

NVTA Social Media site posts that are prepared, owned, used or retained by the NVTA (including its departments), will be archived and managed in accordance with the applicable NVTA and Department records retention schedule.

Exception: Comments posted back to a NVTA Social Media site are generally transitory in nature and are not considered to be records that are required under law to be kept, or necessary or convenient to the discharge of a public officer's duties, or made for the purpose of preserving its informational content for future reference. Comments are retained only until they have been removed and destroyed unless otherwise required by law to be retained (such as where the content is subject to litigation or potential litigation or pending Public Records Act requests). [For more information, refer to the NVTA Records Management Policy.]

F. Public Records Act Requests for Production

Posts on NVTA Social Media sites that are prepared, owned, used or retained by the NVTA, or its departments, may be considered public records subject to disclosure under the California Public Records Act ("PRA" - Government Code §§ 6250 et. seq.). Any PRA requests for the production of posts on a NVTA Social media site shall be referred to the NVTA Counsel's Office for review and response.

Preparedness to Comply with PRA Requests: The posting Department must be prepared to respond to PRA requests and e-Discovery requests.

G. Comments Posted Back on Social Media Sites

- 1) A primary purpose of Social Media sites is to welcome public comment on posted topics. Wherever appropriate and possible, the NVTA encourages the solicitation of comments on Social Media sites. Where comments are not desirable or practical, the department should carefully consider both

appropriate social media and other media tools. While the NVTA welcomes public comment by email, letter, and phone, the receipt of public comments on an NVTA Social Media site invites certain legal risks and administrative challenges.

- 2) The following requirements should be adhered to in using and managing a NVTA Social Media site:
 - a. Posting of NVTA Privacy and Disclaimer Notice: The standard NVTA Privacy and Disclaimer Notice must be posted on the site's front page, detailing how posts and public comments may be subject to the Public Records Act or to discovery under pending litigation.
 - b. Daily Monitoring of Comments: The posting Department must dedicate sufficient resources and time on a daily basis to monitor for disallowed public comments as set forth in Section II. G.2) d., "Disallowed Content" or to respond to requests or questions.
 - c. Disabling of Public Comments: There may be occasions where disabling of public comments on a Social Media site is desirable. In these instances, comments may be invited via email to a designated NVTA department email address that is regularly monitored. Refer to the NVTA's Social Media Best Practices for further guidance.
 - d. Disallowed Content: Users and visitors to NVTA Social Media sites shall be notified that the intended purpose of the site(s) is to serve as a mechanism for communication between NVTA departments and members of the public. A site that allows public comment shall inform visitors of the intended purpose of the site. The site must provide a clear statement of the discussion topic introduced for public comment so that the public is aware of the limited nature of the discussion and that inappropriate posts are subject to removal.

Napa NVTA social media postings, articles and comments containing any of the following forms of content shall not be allowed:

- Profane language or content;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- Sexual content or links to sexual content;
- Comments in support of or opposition to political campaigns or ballot measures;
- Solicitations of commerce;
- Conduct or encouragement of illegal activity;

- Information that may compromise the safety or security of the public or public systems;
- Content that violates a legal copyright/ownership interest of any other party;
- Comments not topically related to the particular social medium article/posting being commented upon.
- **For site security, hypertext links in comments are prohibited.**

3) These guidelines on comments must be displayed to users (e.g. through the NVTAs Privacy and Disclaimer Notice) or made available by hyperlink. Any content removed must be retained and documented in accordance with the NVTAs Social Media Best Practices.

H. Content of Posts

1. **Posts Represent the NVTAs:** Employees, contractors, and other individuals authorized to use Social Media to communicate on behalf of NVTAs should be mindful that statements posted represent the NVTAs, including its elected officials. Therefore, employees, contractors and other authorized individuals should use discretion when posting.
2. **Purpose of Posts:** Posts should be designed to increase the public's knowledge, trust and use of NVTAs departments, programs or services.
3. **Posts for Official Business Only:** Posts should always be work-related within the subject matter jurisdiction of the posting department and should be consistent with the NVTAs public service mission. Only information authorized by this policy shall be posted. NVTAs staff authorized to use NVTAs Social Media sites must ensure that all information posted is professionally presented, accurate and appropriate for dissemination to the public.
4. **NVTAs Branding:** NVTAs Social Media sites must identify the department responsible for the information displayed, such as all descriptions, logos, and images representing the NVTAs services.
5. **Protection and Non-Disclosure of Confidential/Sensitive Information:** Confidential, sensitive, proprietary or non-public information must never be shared.

Information posted on NVTAs Social Media sites or links from those sites to NVTAs sites must not contain data or information that relates, or can be connected to, an individual or group of individuals containing specific health information (doctors, diagnoses, medication/prescriptions, etc), personally identifiable information (names with social security numbers, bank

accounts) or information deemed to be sensitive in nature or protected by Federal, State, or NVTAs rules and regulations.

It is the responsibility of all NVTAs staff authorized to use NVTAs Social Media sites to ensure that information posted on these sites do not contain confidential, sensitive, proprietary or personal information.

6. **Copyright Laws:** Postings must respect copyright laws, and reference or cite sources appropriately. This includes, but is not limited to, quotes, images, documents, links, etc.
 7. **No Political Advocacy or Private Commercial Activity:** Departments and their employees must not use NVTAs Social Media sites for advocacy of political purposes or to conduct private commercial activities.
 8. **No Expectation of Privacy:** Users of NVTAs Social Media sites, including employees, are cautioned not to have any expectation of privacy as to any posting.
 9. **Ongoing Monitoring and Updating of Sites:** Departments must monitor and maintain their sites, and delete or replace stale posted information in accordance with the NVTAs Social Media Best Practices.
 10. **Right to Remove Content:** The NVTAs reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.
 11. **Disclaimer of Liability:** Users shall be informed on NVTAs Social Media sites that the NVTAs disclaims any and all responsibility and liability for any materials that the NVTAs deems inappropriate for posting, which cannot be removed in an expeditious and otherwise timely manner.
- I. **Responsibilities of Departments and Information and Technology Services**
1. **NVTAs Department Heads** are ultimately responsible and accountable for the management of department site(s) in a manner consistent with this policy and related policies and procedures, including the NVTAs Social Media Best Practices. Department Heads must designate authorized Social Media administrators. Only authorized administrators may be permitted to respond, comment, or manage NVTAs Social Media sites. All such authorized administrators must sign and complete the Standard of Conduct Agreement. Employees who post to or respond to comments on a NVTAs Social Media site and who are not authorized as Social Media administrators may be subject to disciplinary action.
 2. **NVTAs Information Technology Services (“ITS”)** is responsible for:

- Jointly working with the ED and NVTA Counsel to develop and administer usage standards, guidelines and procedures, and training for all approved “Social Media” tools.
- Providing guidelines and standards for the security and protection of NVTA information and technology from destructive cyber incidents.

J. Related Documents

- NVTA Privacy and Disclaimer Notice
- Social Media Use Policy - Acknowledgement Form
- NVTA's Social Media Best Practices
- Records Management Policy

K. Enforcement

Violators of this policy may be subject to appropriate disciplinary action, up to and including employment termination, termination of agreements, denial of service, and/or legal penalties, both criminal and civil.

SECTION 3 - PUBLIC RECORDS REQUESTS

1. SUMMARY/PURPOSE

The purpose of this policy is to ensure a communications standard and responsiveness to the public when a public record request has been made of the agency or of an individual staff member.

2. POLICY

A. Statutory Requirements

As a public agency, NVTa is subject to the disclosure of public records pursuant to California Government Code 6250-6270. The Code requires that public agency respond with in 10 days. A response may be delayed not more than 14 days if an "unusual circumstance" can be substantiated.

B. Responsibility and Processing

All requests received should be submitted to the Administrative Manager and noticed should be given to the ED. Staff members responsible for administering public records requests are required to be familiar with the statutory requirements. The Administrative Manager is responsible for clarification of any requests that are made and for identifying and assigning staff members necessary to complete the request. The ED shall be notified if anticipated delay beyond the statutory guidelines is likely.

C. Records

To avoid duplication of work and to ensure information is retained in a way that would assist staff or legal counsel in the event of further legal action, all documents requesting public records and all documents provided shall be maintained on the agency's main drive at: <H:\NCPTA\1000 Congestion Management Authority\Public Records Requests>. If the number of documents is so large that it will cause unnecessary use of storage space, a list of the records provided and their location should be saved in lieu of the actual documents.

SECTION 4 - Advertising Policies and Guidelines

1. SUMMARY/PURPOSE

The purpose of the Advertising Policies and Guidelines is to adhere to a set of standards for advertising on NVTAs properties. Property includes all buildings, buses, shelters, stops, park and rides, websites, applications, and social media sites owned and/or operated by NVTAs.

2. POLICY

1) NVTAs intends that its vehicles and facilities constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth herein. Certain forms of paid advertising will not be permitted for placement or display on or in NVTAs facilities or vehicles. Unpaid advertisements will not be permitted with the exception of government or non-profit agency public service announcements in designated areas and NVTAs operational and promotional material.

2) **The NVTAs will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances.**

3) **NVTAs will not display or permit to be displayed any advertisement that falls with one or more of the following categories:**

- A. **Demeaning or Disparaging.** The advertisement contains material that demeans or disparages an individual, group of individuals or entity. For purposes of determining whether an advertisement contains such material, NVTAs will determine whether a reasonably prudent person, knowledgeable of NVTAs's customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of an individual, group of individuals or entity.
- B. **Tobacco and/or Cannabis.** The advertisement promotes the sale or use of tobacco or cannabis or related products or depicts such products.
- C. **Alcoholic Beverages Marketed to Youth.** The advertisement promotes the sale to or consumption by persons under the age of twenty one years of age of beer, wine or distilled spirits.
- D. **Profanity.** The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.

- E. **Graffiti.** The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.
- F. **Human or Animal Graphics.** The advertisement contains graphics that include, but are not limited to, the depiction of a human or animal body or body parts, or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement.
- G. **Violence.** The advertisement either (1) contains an image or description of graphic violence, including, but not limited to the depiction of weapons or other implements or devices used in the advertisement to depict an act or acts of violence or harm to a person or animal; or (2) the advertisement or any material contained therein, incites or encourages, or appears to incite or encourage, violence or violent behavior.
- H. **Unlawful Goods or Services.** The advertisement, or any material contained in it, promotes or encourages the use or possession of unlawful or illegal goods or services.
- I. **Unlawful or Detrimental Conduct.** The advertisement, or any material contained in it, promotes or encourages unlawful or illegal behavior or activities, or behavior that promotes activities that are detrimental to the maintenance and safe operation of the NVTA system.
- J. **False or Deceptive Commercial Speech.** The advertisement proposes a commercial transaction and the advertisement, or any material contained in it, is clearly false or deceptive.
- K. **Libelous, Copyright or Patent Infringement.** The advertisement, or any material contained in it, is libelous, or an infringement of a copyright or a patent or is otherwise unlawful, illegal or likely to subject NVTA to litigation.
- L. **Obscenity or Nudity.** The advertisement contains obscene material or images of nudity. For purposes of these guidelines, the term “obscene matter” shall have the meaning set forth in California penal Code Section 311.
- M. **Prurient Interest.** The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of human activity in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term “minor” shall have the meaning contained in California Penal Code Section 313.
- N. **“Adult”-oriented Goods or Services.** The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to,

or uses brand names, trademarks, slogans or other materials which are identifiable with films rated "X" or "NC-17," adult books stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.

O. **Endorsement.** The advertisement, or any material contained in it, implies or declares endorsement by NVTa, its directors, management or employees of any service, product, or point of view, without the expressed prior written authorization of the NVTa Board of Directors.

P. **Injurious to NVTa and its Mission.** The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, denigrates NVTa or promotes alternatives to NVTa in a manner that directly impairs NVTa ridership and/or revenue.

Q. **Political.** Advertisements promoting or opposing a political party or campaign or promoting or opposing the election of any candidate or group of candidates, or campaign, for federal, state, judicial or local government offices are prohibited. In addition, advertisements which are political in nature or contain political messages, including advertisements involving an issue that is political in nature in that it directly or indirectly implicates the action, inaction, prospective action, or policies of a governmental entity are prohibited.

R. **Harmful or Disruptive to a Transit System:** Any materials that is objectionable under contemporary community standards as to be reasonable foreseeable that it will result in harm to, disruption of or interference with the transportation system

4)

POLICIES, PRACTICES, AND PROCEDURES MANUAL

PUBLIC RELATIONS & GOVERNMENT AFFAIRS

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CHAPTER 1 AGENDA ITEM PREPARATION

Section 1.1. Purpose

The purpose of this policy and the following procedures is to ensure that members of the Board of Directors, Committee members, stakeholders and Staff are provided with necessary information, sufficiently prior to meetings, to permit the adequate study and preparation needed to allow for making informed decisions.

Section 1.2. Persons Affected

All management, supervisory and administrative employees.

Section 1.3. Definitions

For the purposes of these rules the following definitions shall apply:

Agenda: Refers to the listing of agenda subject items (titles) conferred upon by the Board Chair, Executive Director, General Counsel, and Board Secretary and approved by the Board Chair

Board: Refers to the Board of Directors

Committee: Refers to a Standing Committee of the Board of Directors

Agenda Memo: Refers to a report prepared to address an agenda item

Meeting: Refers to a Regular Meeting of the Board of Directors and/or Committee

Affected Department: Refers to departments which have specific areas of expertise which warrant their review and comment.

Originating Department: Refers to the department with the overall responsibility to plan, organize, prepare and present an Agenda Memo.

Section 1.4. Agenda Memo

The Agenda Memo template is available on the Shared Drive (H Drive)

1.4.1 Types of Agenda Memos

Each item presented by staff on a Board or Committee agenda shall be supported by a memo prepared by the originating staff member, in consultation with all affected departments, and approved by the Executive Director.

- (1) **Information Items:** Are informational in nature and require no action. These items may be presented for discussion, or updates on specific items requested by the Board/Committee, or forwarded to the Board by a committee for consideration.
- (2) **Action Items (Recommended Motion):** Require discussion and/or action. All proposed action items shall be reviewed by the

appropriate Committee (if applicable) first and then forwarded to the Board of Directors for action at a proceeding meeting.

1.4.2 Preparation Guidelines

- (1) **Subject:** Be specific but brief. This is the first thing the public looks for in trying to identify items of interest on the agenda. Use key phrases, be consistent and spell out any acronyms. Maintain consistency in referring to specific programs or projects by the same title each time it is presented in a Memo to the Board, i.e. Transportation Fund for Clean Air (TFCA). This section should be typed in title-case (non-bold) format. Subject typically should not include an action word, i.e. *Approval* of, *Authorization* for etc.
- (2) **Recommendation:** The action(s) requested in this section require careful wording to ensure that the Board takes the action being sought. If you fail to ask the Board to take all necessary actions, you will have to return another time. Pursuant to the Brown Act, the Board cannot act on items not listed on the agenda. If multiple actions are being requested, it is helpful to list them or bullet them in the recommendation. If there is a fiscal impact related to the item, the dollar amount should be listed as part of the Recommendation. The sentence typically begins with “That the Napa Valley Transportation Authority (NVTa) Board approve.....”.
- (3) **Committee Recommendation:** This section contains the recommendation from the appropriate Committee, if applicable, otherwise state “None”. Note: this section is for Board agenda Memos only.
- (4) **Executive Summary:** This section contains a concise summary covering all critical elements of the issue. It is a brief summary of why this action needs to occur and provides a general overview of related details.
- (5) **Fiscal Impact:** This section should detail the amount of funds that are available for, required for, or assigned for a particular purpose and the source of funding if not already budgeted; what the immediate and long-term impacts are on the budget; and the consequences, if any, if the action is not approved. If there is no fiscal impact to your item, you must note that there is no fiscal impact.
- (6) **CEQA Requirements (Environmental Impact):** Any environmental impact is thoroughly explained here. Note: this section is for Board Agenda Memos only.
- (7) **Background:** This section is a detailed outline and background of the proposed item. In this section, you are building the case to support the recommended action, providing the purpose of the request. The history of the item should be covered, including all previous actions taken by other Committees and their concerns and

recommendations. History should also include any prior agreement or contract information, previous applicable resolutions or ordinances, etc. If the Board took previous action on the item, historical background should be presented, beginning with the most recent. This Background should include the impacts of the previous actions. This section should also cover a discussion of policy impacts of new precedents.

This is the area where questions from the public and the Board should be anticipated and answered. Exhibits or attachments should be thoroughly explained in the section (and itemized in the “ATTACHMENT(S)” section of the Board Memo).

- (8) **Alternatives:** This section states the consequences if the Board or Committee does not approve the recommended action. The alternative options available for consideration should be noted, and why the staff recommendation is the most suitable action.
- (9) **Attachments:** All supporting documents including but not limited to resolutions, proposed contracts, agreements, ordinances, or other associated documentation must be itemized in this section. Identification is done through a numbering sequence of (1), (2), (3), etc. keeping the title of each the exact same as what is contained on the associated document. Each separate attachment must have its own header located on the top right corner of its first page. The header includes associated attachment number, agenda item number and date of meeting.

Section 1.5. Agenda Memo Development

The following guidelines shall be followed for the development and submission of Agenda Memos. All Memos shall be submitted to the Board Secretary (for Board of Directors agendas) or the appropriate Administrative staff member (for Committee agendas) electronically, for final approval by the Executive Director.

1.5.1 Interdepartmental Communication

Communication between report authors and all departments affected by the subject of the report is the first step in developing an Agenda Memo. Early communication will assist the author in gathering a broad picture, versus a department picture, of the subject. Ideally, this communication should begin before reports are drafted.

1.5.2 Routing and Approval Process

- (1) **Departmental Review:** Report authors shall submit first drafts of Agenda Memos to their respective manager, if applicable. The Management Staff member shall forward the Agenda Memo to the affected departments (e.g. planning, finance, or transit) prior to submission to the Board Secretary or Administrative staff member, if applicable. Each Management staff member shall review and revise

reports to ensure that the affected department's input has been incorporated, the contents of the report are accurate and concise, and the report meets the general expectations outlined in the Agenda Memo Preparation Guidelines as described in Section 1.4.2.

- (2) **Finance Department Review:** Prior to submission to the Board Secretary, the Finance Department shall review and approve all Budgetary/Fiscal Impact statements. Finance Department review is only required for reports with a Recommended Motion that has an impact of the budget. Informational items do not need Finance Department review. In all cases, Managers are required to carefully review the Fiscal Impact Statement for completeness as part of the overall review of the report prior to submitting it for final approval.
- (3) **Legal Review:** Once the final report is approved by the Executive Director, the Board Secretary will forward to Legal Counsel for review and approval, all documents which are legal in nature including, but not limited to: resolutions, public hearing notices, environmental documents and contract. Depending on the nature of the agenda item, the memo author and/or respective manager may need advanced direction from Legal Counsel during the report drafting process.

1.5.3 Deadlines

Final Agenda reports, complete with attachments, must be submitted to the Board Secretary or Administrative staff member no later than 5:00 p.m. 20 days prior to the scheduled meeting. Agenda Packets will be distributed to the appropriate Board/Committee members seven (7) days in advance of the meeting. The Board Secretary will develop and distribute to staff, an annual Board Agenda Deadline calendar for reference. Deadlines are subject to change to better serve the needs of the Agency.

1.5.4 Attachments

- (1) All attachments to reports must be listed on the Agenda Memo under the "ATTACHMENT(S)" section and must be labeled accordingly with the attachment number, Agenda Item number and meeting date noted in the upper right hand corner of the document Header (align text right, using 10pt Ariel Bold font) as shown in the sample provided below. Label documents electronically.

Attachment X
NVTA Board Agenda Item X.X
Date

- (2) Attachments on legal sized paper, or larger that fold up or fold out require extra time to print and assemble manually. Unless the use of large sized paper is absolutely essential to the presentation, please use standard letter size paper, 8.5 x11.

- (3) Attachments must be saved as a PDF file to prepare for electronic insertion to the Board packet. If the supporting documentation originates in another format, such as Excel, Word, JPEG or otherwise, the author of the Agenda Memo must save it as a PDF and reformat to ensure clear legibility of the information.

1.5.5 Special Instructions

- (1) Color documents are acceptable for electronic Agenda packet distribution. Color documents will not be provided in printed Agenda packets unless otherwise specified. When requested, color documents will be included in the meeting handout packet and provided to the Board of Directors at the meeting.
- (2) Watermarks: Watermarks should be light enough as to not obscure the text of the document after it is photocopied or printed. In lieu of using watermarks, words like "Draft", "Sample", "Copy", "Confidential", etc. be noted in the upper right hand corner of the document under the Agenda Item number header.

1.5.6 Certified Documents

Requests for certified documents, including the number of copies requested and the date needed must be provided to the Board Secretary at least one day prior to the Board of Directors meeting.

Certified documents, i.e. resolutions, letters, etc., which require immediate filing with a funding entity, for example, must be prepared for signature by the Board Secretary and presented to the Board Chairperson and Legal Counsel upon conclusion of the Board of Director's meeting in which the item was considered and approved. Upon full execution of the document by the Board Secretary, the necessary certified copies will then be prepared and forwarded to the requesting department the next day.

Section 1.6. Guidelines for Development of Public Hearing Notices

The following guidelines shall be followed for the development and submission of Public Hearing Notices.

1.6.1 Scheduling

As soon as a department determines the need to schedule a public hearing, it should give notice to the Board Secretary to place the matter on the appropriate Board agenda(s). Action by the Board to set a public hearing should take place no less than 30 days before the proposed date of the hearing unless more notice is required by law. In addition, Legal Counsel shall review the Agenda Memo once it has been reviewed and approved by the Executive Director.

1.6.2 Development of Legal Notices

The process for the development of the legal notice is as follows:

Activity	Responsible Department
Routing draft notice to Board Secretary, Executive Director and Legal Counsel	Initiating Department
Review meeting date, time, location and interpreter information	Board Secretary
Project description, proposal	Initiating Department
Overall review of content	Legal Counsel
Incorporating all changes into final document	Initiating Department
Review and sign-off on the finalized legal notice	Executive Director
Translation/Publication of Legal Notice	Administrative Staff member/Office Coordinator

1.6.3 Publication Information

The Administrative Staff member (Office Coordinator) is to provide the Board Secretary with the publication date(s) and a list of the publications the notice appeared in as soon as this information is available.

1.6.4 Affidavit of Publication

The Board Secretary is to receive a copy of all affidavits associated with the publication of public hearing notices for incorporation into the record of the meeting.

CHAPTER 2 MEETINGS AND PUBLIC HEARINGS

Section 2.1. Purpose

These procedures set forth guidance to Agency employees regarding meeting and Public Hearing Notices compliance.

Section 2.2. Brown Act Requirements/Notices

2.2.1 Scheduled Meetings

Government Code Sections 54954.1 & 54954.2 of the Ralph M. Brown Act (Brown Act) state that meeting Agendas and packets must be posted, distributed (either by email or mail), and made available for public access at least 72 hours before a regularly scheduled meeting. Administrative staff is responsible for Agenda/Meeting packet distribution and timely posting in accordance with the Brown Act of the meetings for which they are responsible.

Agendas are to be posted at a location freely accessible to members of the public at the NVTa offices, 625 Burnell Street, Napa, CA. If a meeting is held at additional or alternative location, it is required for the agenda to be posted at the site in the same manner. .

Agendas and meeting packets are also posted to the Agency's website. This process is generally facilitated by Administrative staff but can be accomplished by the Board Secretary or respective manager to meet Brown Act compliance.

2.2.2 Changes to Agendas

When changes or additions to a previously distributed meeting agenda occur, the Agency is obligated to post and make available on its website the revised agenda at least 72 hours before the regularly scheduled meeting.

2.2.3 Special Meetings and Emergency Meetings

Special meetings and Emergency meetings are noticed as per Sections 54956 and 54956.5 of the Brown Act, which requires that written notice be delivered to each member of the legislative body (and to each local newspaper of general circulation requesting written notice) at least 24 hours before the time of the meeting specified in the notice.

2.2.4 Public Hearings

Periodically, the Agency must hold a public hearing and provide proper notice to the public. Notice of the time and place of a public hearing shall be published in the local newspaper (and made available for public inspection) prior to the day of the hearing and in accordance with state or local law requirements.

After publication of the newspaper ad, the original is clipped and retained or original copy with affidavit is placed in the Board Secretary's file for recordkeeping. Three copies are made and distributed as follows:

- One copy to the file

- One copy to Accounts Payable
- One copy retained for the Agency's Auditors

Section 2.3. Agenda Preparation and Packet Distribution

Government Code Sections 54954.1 & 54954.2 (Per the Ralph M. Brown Act) state that meeting agendas and packets must be posted, emailed and/or mailed, and made available at least 72 hours before a regular meeting.

The process begins with the preparation of the Agenda as outlined in Chapter 1, and includes assembly of supporting documentation, review of the agenda and packet material, posting of the agenda, and distribution in the form requested by interested parties.

2.3.1 NVTA and NVTA Board of Directors

The Board Secretary is responsible for developing the NVTA and NVTA-TA Board Agendas and posting to the designated software platform and completing the agenda mail-out, if applicable.

Preliminary draft copies are distributed to the Executive Director for review and input. The Executive Director will review subsequent draft copies, and approve the finalized Board agenda.

The Board Secretary will email any Board Report/Resolution/Contracts/etc (for the Agency meeting) needing legal review to legal counsel.

2.3.2 Technical Advisory Committee (TAC)

The –Manager of Planning and Programming is responsible for development of the TAC agenda. The Administrative Assistant is responsible for posting the TAC agenda to the website, software platform and completing the agenda mail-out, if applicable.

2.3.3 Paratransit Coordinating Council (PCC)

The Director of Transit or designated manager is responsible for development of the PCC agenda. The Administrative Assistant is responsible for posting the PCC agenda to the website, software platform and completing the agenda mail-out, if applicable.

Note that PCC agenda type is a large, clear font which is compatible with the needs of its target audience.

2.3.4 Community Advisory Committee (CAC)

The Manager of Planning and Programming is responsible for development of the CAC agenda. The Administrative Assistant is responsible for posting the CAC agenda to the website, software platform and completing the agenda mail-out, if applicable.

2.3.5 Active Transportation Advisory Committee (ATAC)

The Manager of Planning and Programming is responsible for development of the ATAC agenda. The Administrative Assistant is responsible for posting the ATAC

agenda to the website, software platform and completing the agenda mail-out, if applicable.

Section 2.4. Meetings

All meetings of the legislative body are open and public, as per Section 54953 of the Brown Act. Scheduled meetings are held in the Agency's Board Room unless otherwise specified in the public notice.

In advance of all meetings, administrative staff ensures that ample supplies of public comment forms are available by placing them near the entrance. Meeting Sign-In and Speaker Form templates may be located on the Agency's shared H drive.

2.4.1 Meeting Reminders

Administrative Technician or Assistant is responsible for reminding Board/Committee Members of scheduled meetings, in an effort to ensure that a quorum is present. These reminder telephone calls, emails or messages are to be placed no less than two days before the scheduled meeting. Board/Committee Members are reminded of the meeting date and time, and asked to contact their alternates and NVTa Administrative Technician or Assistant if they are unable to attend. It is assumed that Board/Committee Members will attend scheduled meetings, unless NVTa has been notified. Therefore, no follow-up calls (for voice messages left) are necessary.

When advised by a Board/Committee Member that he/she is unable to attend and that arrangements have been made for an alternate, the Administrative Technician or Assistant should place a reminder call to the designated alternate who will be attending the meeting in the Board Member's absence.

Administrative Technician or Assistant must communicate anticipated meeting attendance status to the appropriate Management staff person and Board/Committee Chair in advance of the scheduled meeting.

2.4.2 Meetings-General Checklist

2.4.2.1 Before the Meeting:

1. Meeting handouts are labeled in upper right-hand corner with the meeting date, "Handout", and corresponding Agenda item number. Copies of the handouts are printed and brought to the Committee meeting by the presenter of the agenda item. When possible, meeting handouts for Board meetings should be provided to the Board Secretary in advance, for appropriate distribution.
2. Arrange Board room. (Name plates, tables, and chairs per seating diagrams). Place handouts in Agenda-item order at each Board Member/attendee's place at the meeting tables).
3. For prospective interested public attendees, place 6-8 Agenda packets (made previously) and a small supply of any meeting handouts on a table situated near the entrance to the Board room.
4. Check battery life and available space on recorder, if applicable.

5. Turn on Board Room microphones, speaker monitors and/or necessary technical equipment to operate the public meeting.
6. Note for chairs to be removed near the entrance of the public seating area to facilitate convenient wheelchair access to both meeting tables and accommodate wheelchair "audience" seating.
7. For NVTB Board meetings, prepare coffee using the large (60 cup) coffee maker and water carafes. Have available in the Board room, tea bags, sugar, napkins, coffee and drink cups.
8. Update Guest Sign-In with meeting date, and post on clipboard.
9. Have available a supply of Speaker Forms. For evening meetings, unlock back doors from parking lot to Board Room approximately 30 minutes before meeting start time.

2.4.2.2 After the Meeting:

1. Obtain Chair's and Legal Counsel's signature as needed on documents.
2. Remove dishes, papers, and name plates from the Board Room.
3. Put away microphones or other equipment and turn off monitors/recording devices/camera/etc.
4. Turn out lights (if last to leave).

2.4.3 Meeting Sign-In/Registration

The Administrative Technician or Assistant will affix a meeting sign-in sheet to the clipboard in the entrance area to the Board Room, for (public) meeting registration. Section 54953.3 of the Brown Act states that registration is optional, and that the meeting Sign-In form must clearly indicate that meeting attendance is not conditioned upon signing the attendance sheet. Meeting Sign-In templates may be accessed on the Agency's shared H drive.

2.4.4 Public Comment

Members of the public wishing to address the legislative body (see Brown Act, Section 54954.3) should complete a Speaker Form in advance of the meeting, and give it to a Board Secretary or Committee Staff person (as indicated on the Speaker Form). The Board Secretary/Committee Staff will promptly forward the completed Speaker Form(s) to the meeting Chair. Speaker Forms may be accessed on the shared H drive.

2.4.5 Meeting Handouts

Any change or addition to the meeting packet relating to a scheduled agenda item (from the time of distribution/posting on the website) must be distributed at the meeting as a "handout". This may include new material received, changes/corrections to Board or Committee Letters or supporting documentation, or other helpful, supplemental information. Outlined below are the procedures that Administrative staff will follow for the handling of handouts for their respective meetings:

2.4.6 Labeling Handouts

Prior to copying, any "original" handouts must be labeled as such in the upper, right-hand corner with meeting date and agenda item number(s).

2.4.7 Distributing Handouts

Handouts are placed near each Board/Committee Member's position at the Board Room table, arranged in agenda item number order to correspond with the sequence in which they will be referred to during the meeting. A small supply of each handout (for interested members of the public) is placed on the credenza located near the entrance to the Board Room (which also contains 6-8 copies of the Agenda/meeting packet, also for members of the public).

2.4.8 Scanning Handouts

Handouts must be scanned for incorporation into the PDF copy of the agenda/meeting packet. Within the PDF file, meeting handouts should be arranged to the rear of the agenda/meeting packet.

2.4.9 Filing Handouts

"Original" handouts must be filed in front of the original meeting packet in the master files.

Section 2.5. Minutes

All Agency meetings are recorded and available to access either by video and/or sound, depending on the state of the available recording options. The meeting recordings are used as a tool by staff for developing preliminary draft minutes. Once the written minutes are adopted, they are considered the official record of the meetings. Meeting minutes are saved in the shared H drive and posted for public access to view on the Agency website and within the software platform, Granicus.

2.5.1 General Minutes Guidelines

Font Type/Size Arial, 12 point

Board or Committee Member Names: Member names, (and sometimes staff and certain text) will be *italicized* in the minutes, depending on the preferences/direction of responsible Management staff.

Tense: Minutes of meetings are written in reported speech, in simple past (did), past perfect (had done), and future-in-the-past (would do) tense.

Motions: Motions are noted as being moved and seconded, in the following format:

MOTION MOVED by (MEMBER LAST NAME) SECONDED by (MEMBER LAST NAME) to APPROVE (insert approval recommendation language here). **Motion Passed 00-00 (00-00 represents vote to approve – vote to not approve).**

Resolutions: Resolutions should be noted as being approved.

Contracts/Agreements: Contracts/Agreements should also be noted as being approved.

Votes: Votes taken will be reflected in the minutes by noting the names of those casting "No" votes or abstaining, in cases where the vote is not unanimous.

Items Scheduled for Discussion Only (no vote): When items are not scheduled for a vote but are discussed, minutes should indicate "Information Only" in the "Action" section following the agenda "blurb".



POLICIES, PRACTICES, AND PROCEDURES MANUAL

**CHAPTER 6:
TRANSIT ADMINISTRATION**

The effective administration of transit services is essential to ensuring safe, reliable, and equitable mobility for the communities we serve. As stewards of public resources, we are committed to maintaining transparent processes, sound management practices, and clear lines of responsibility that support the efficient operation of our transit programs.

This Transit Administration Policy establishes the framework by which administrative decisions, operational oversight, and programmatic coordination are conducted. It outlines the standards, expectations, and procedures that guide staff in fulfilling their roles, while safeguarding compliance with federal, state, and local regulations.

Through this policy, the organization affirms its dedication to public accountability, operational integrity, and continuous improvement. All employees, contractors, and partners share responsibility for upholding these principles and ensuring that our transit system remains responsive, resilient, and aligned with the mobility needs of our communities.

Board of Directors Approval Date:
07/15/2015

Amendment Approval Date:
10/19/2016
04/18/2018
10/23/2019
05/21/2025
12/17/2025

Board Approved: 12/17/2025

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SECTION 1 INTRODUCTION

Section 1.1. Overview

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

1.1.1 Service Standards

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

1.1.2 Performance Measures and Performance Standards

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

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

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

1.1.3 Operate Safe, Reliable, and Comfortable Service

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

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

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

1.1.4 Efficiently Use of Resources

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

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

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

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

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

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

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

SECTION 2 MAJOR SERVICE CHANGES

Section 2.1. Overview

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

2.1.1 Major Service Change

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

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

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

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

SECTION 3 PASSENGER FARES, PASSES & TRANSFERS

Section 3.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

mass transportation service or a mass transportation facility.”

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

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

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

Section 3.2. Fare Policies

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

3.2.1 Revenue Collection Principles

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

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

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

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

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

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

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

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

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

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

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

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

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

boarding process.

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

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

F. Vine Express Fares and Passes

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

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

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

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

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

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

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

Who is eligible for the half-fare program?

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

- M. **Lifetime Pass –** The objective of this program is to allow people of advanced age, defined as over 85 to continue to ride the transit system by offering free rides on all transit services.

NOTES

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

SECTION 4 PASSENGER COMPLAINT & COMMENT POLICIES & PROCEDURES

Section 4.1. Overview

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

4.1.1 Complaints & Comments

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

4.1.2 Requests for Reasonable Modification

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

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

SECTION 5 ADA PARATRANSIT POLICIES

Section 5.1. Service Overview

Section 5.2. NVTa Eligibility Standards In compliance with the American's with Disabilities Act (ADA) of 1990 the Napa Valley Transportation Authority (NVTa) provides complementary paratransit service (Vine Go) to the Vine fixed route bus system. This service is available to all individuals deemed eligible that are making a trip with an origin and destination within three-quarters ($\frac{3}{4}$) of a mile of a Vine fixed route corridor. Vine Go paratransit operates as a curb-to-curb service.

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

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

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

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

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

Section 5.3. Eligibility Determination Process

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

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

Section 5.4. Eligibility Categories

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

Section 5.5. Appeals Process

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

Section 5.6. Visitors

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

Section 5.7. Reservation and Scheduling

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

Section 5.8. Hours of Operation and Service Area

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

Section 5.9. Fares

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

Section 5.10. Mobility Devices

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

Section 5.11. Passenger Accompaniment

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

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

Section 5.12. Passenger Assistance

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

Section 5.13. No-Shows

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

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

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

Section 5.14. Pick-Ups

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

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

Section 5.15. Denials and Missed Trips

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

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

Section 5.16. Trip Length

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

Section 5.17. Equivalent Service

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

SECTION 6 CHARTER & SCHOOL BUS

Section 6.1. Statement of Policy

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

SECTION 7 SHARED VEHICLE PROGRAM

Section 7.1. Statement of Policy

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

7.1.1 Participation

Participating organizations must:

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

7.1.2 NVTa Responsibilities

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

SECTION 8 TAXI SCRIP

Section 8.1. Statement of Policy

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

The NVTA Taxi Program shall be a lifeline service for Napa County residents over the age of 65 years or persons with disabilities. Napa County residents that have been ADA Vine Go certified have presumptive eligibility in the Taxi program. Taxi Scrip Program Guidelines may be periodically approved and modified by the NVTA Board.

SECTION 9 PASSENGER POLICIES

Section 9.1. Statement of Policy

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

Section 9.2. Passenger Code of Conduct

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

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

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

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

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

9.2.1 Suspendible Offences

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

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

SECTION 10 VEHICLE ACCIDENT POLICIES & PROCEDURES

Section 10.1. Statement of Policy

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

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

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

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

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

SECTION 11 STATE OF GOOD REPAIR

Section 11.1. Statement of Policy

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

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

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

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

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

SECTION 12 SAFETY & SECURITY

Section 12.1. Statement of Policy

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

SECTION 13 BUS STOP PLACEMENT

Section 13.1. Statement of Policy

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

A. Local Route

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

B. Regional Route

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

Type of NVRTA Service	Range	Average
Local <ul style="list-style-type: none">- Urban- Suburban	500 to 1,500 ft 1,000 to 2,000 ft	1,000 ft 1,500 ft
Regional	1,500 to 20,000 ft	4,500 ft
Express	Major Employment Center	25,000 ft

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

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

C. **Express Routes**

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

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

Section 13.2. Process for Implementing Bus Stop Spacing Recommendations

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

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

Unchanged - if the stop meets the spacing interval

Insert Additional Stop – spacing greater than the maximum recommended interval

Consolidate Stop

If spacing is less than interval then evaluate both stops

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

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

Eliminate Stop

If spacing is less than interval then evaluate both stops

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

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

B. Stop Elimination Checklist

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

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

C. Stop Consolidation Checklist

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

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

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

Section 13.3. Adding a Shelter

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

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

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

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

Section 13.4. Ongoing Monitoring and Corrective Action

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

SECTION 14 CONTRACTOR RELATIONS & OVERSIGHT

Section 14.1. Overview

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

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

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

SECTION 15 TITLE VI

Section 15.1. Statement of Policy

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

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



**NVTa
POLICIES, PRACTICES, AND PROCEDURES MANUAL**

**CHAPTER 2
OFFICE MANAGEMENT**

Effective office management is essential to ensuring a safe, productive, and equitable work environment for all employees. As an organization, we are committed to maintaining standards and practices that support operational excellence, promote accountability, and foster a culture of respect and collaboration.

This Office Management Policy establishes the guidelines, expectations, and procedures that govern the daily use, maintenance, and oversight of our workplace resources. Its purpose is to provide clarity, consistency, and fairness in how our facilities, equipment, and shared spaces are managed, ensuring that all staff members are able to work efficiently and responsibly.

By outlining these principles, we reaffirm our commitment to organizational integrity, employee well-being, and the effective stewardship of public resources. All personnel are expected to adhere to this policy and contribute to a professional, safe, and well-functioning workplace.

Board of Directors Approval Date:
10/20/2010

Amendment Approval Date:
07/15/2015
12/17/2025

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SECTION 1 OFFICE ISSUES

Section 1.1. Purpose

The purpose of this policy and the following procedures is to provide uniform guidelines for the Agency's Office Management.

Section 1.2. Policy Statement

The Agency shall establish and maintain an Office Management Guide to assist employees in performing administrative functions of the Agency in accordance with this policy's uniform guidelines.

Section 1.3. Facility/Office Keys

1.3.1 Office

Each staff member is issued an office key and/or access card for unlocking the front and back entrances to the office. Each staff member is responsible for the safekeeping of his/her office keys. An Access Card and Key Request Form must be completed, signed and returned to Human Resources prior to issuance. All access cards/keys issued to staff members will be turned in immediately to Human Resources upon resignation and/or termination for de-activation.

1.3.2 Desks and Office Furniture

Staff members may have keys to their own desks and/or office furniture. Each staff member is responsible for the safekeeping of his/her desk or office furniture, and locking these items is at the discretion of the staff member. Human Resources is responsible for locking and unlocking the master files cabinet containing the confidential personnel files. However, any and all materials held within such desks and office furniture are the property of NVTa.

Section 1.4. Office Hours

The Agency's main office is open to the public between the hours of 8:00 a.m – 12:00 p.m. and 1:00 p.m. - 4:30 p.m.

Section 1.5. Office and Building Issues

1.5.1 Maintenance

All building maintenance issues should be communicated to the Senior Administrative Technician (Office Coordinator), who serves as a liaison for communicating related issues to the appropriate sub-contractor.

1.5.3 Janitorial Service

Any concerns regarding janitorial service should be communicated to the Senior Administrative Technician (Office Coordinator), who serves as a liaison for communicating related issues to the janitorial service provider.

1.5.4 Solicitors

The building does not allow solicitors. Agency staff should not allow solicitors to give their business presentations or display their wares, catalogs, etc. Any

solicitors should be reported immediately to Senior Administrative Technician (Office Coordinator) or Human Resources.

Section 1.6. Kitchen Maintenance

All staff members are expected to clean up after themselves and refill items to ensure a sanitary and pleasant environment for staff to enjoy. This includes showing other common courtesies after using the kitchen facilities.

Section 1.7. Recycling/Waste – Green Business Practices

1.7.1 Paper

Paper recycling receptacles are places at each work station, copy machine location, conference room, and kitchen.

1.7.2 Cardboard

Boxes and other cardboard items should be broken down and placed in the marked recycling container located outside in the garbage enclosure.

1.7.3 E-Waste

It is against the law to dispose of E-waste along with regular trash. E-Waste includes batteries, computer parts and components, and other electronic waste. Old/used office batteries may be deposited directly into the used battery receptacle which is located next to the copy machine. The Senior Administrative Technician (Office Coordinator) coordinates the collection (and disposal) of E-waste items. All E-waste items must be marked “E-waste” and placed in the designated E-waste container.

1.7.4 Printer/Toner Cartridges

Used printer/toner cartridges are recycled or donated to a charity as appropriate. Copy machine toner cartridges, fuse drums, toner waste cartridges, etc. will be collected by the Senior Administrative Technician (Office Coordinator) and returned to the manufacture/contractor for recycling at no cost to the Agency or recycled as appropriate.

1.7.5 Batteries

NVTA uses rechargeable batteries when possible. A battery charging unit is kept in the copy room for recharging batteries. Used batteries may be placed in the appropriately marked “Batteries for Recycling” container located by the main copy/mail center. The Senior Administrative Technician (Office Coordinator) will coordinate disposal.

1.7.6 Compostable Waste

All compostable waste will be placed in the appropriately marked “Compostable Items Only” receptacle located in the kitchen. This will include food scraps and bio-degradable plates, utensils and paper towels. The janitorial service handles disposal of compostable waste.

1.7.7 Recycling

All staff must follow Napa Waste and Recycling's current requirements for recycling – notices are posted at the recycle bin in the kitchen, periodic reminders and trainings will be provided. Napa Waste and Recycling checks our recycle bin before emptying and may charge NVTA a large fee if banned items are in the bin.

Section 1.8. Meeting Room Use

1.8.1 JoAnn Busenbark Boardroom “Boardroom”

Administrative Staff (Senior Administrative Technician, Administrative Assistant) are responsible for logging (in advance) all regularly scheduled and special meetings on the Boardroom calendar in the Outlook NVTA Department calendar (Standing reservations for outside agency use of the Agency's Boardroom are also reflected on the Outlook NVTA Boardroom Calendar). NVTA meetings have priority over any other meeting requests. Other NVTA staff may schedule meetings in the Boardroom if it is available.

Reserved meetings take priority over a meeting that has not been reserved on the calendar.

Staff should promptly update the Board Room calendar when a meeting is canceled.

When reserving the Boardroom, the following information should be recorded in the NVTA Boardroom Outlook calendar

- Name of group
- Purpose of meeting
- Start and End time of the meeting
- Number of attendees
- Contact person's name, agency, e-mail address, and phone number
- The person scheduling the meeting should note “scheduled by” and their name

A sign may be posted at the conference room entrance to identify the meeting organization and time of meeting to be held/is being conducted in the room.

Maximum occupancy of the conference room is 96 people.

1.8.2 Outside Agency Use

Outside agencies should complete the NVTA Boardroom Agreement form for each meeting except in the case of a standing meeting. Administrative staff will set up the AV system for outside agencies, unless a designated person has been trained on using the AV system. When the Boardroom is scheduled to be used after normal business hours by an outside agency, an administrative staff member or designee will ensure facility closure procedures are met and only the restrooms

and Boardroom are accessible to the user. To ensure proper security the outside agency may be required to hire security guard services. Access cards and keys will only be issued to the security guards.

1.8.3 Downstairs Conference Room – “Big Hub”

Staff may hold meetings in the Big Hub provided they have reserved the meeting on the NVTa Department Big Hub Calendar in Outlook. Reserved meetings take priority over a meeting that has not been reserved on the calendar.

SECTION 2 GENERAL OFFICE PROCEDURES

SECTION 2.1.Telephone Coverage

In general, calls to the Agency's general telephone line are to be answered by Senior Administrative Technician (Office Coordinator) between the hours of 8:00 a.m. and 4:30 p.m. If the Senior Administrative Technician is not available to answer incoming calls then an alternative staff member will be designated and calls will be temporarily transferred.

Lunch Hours: The office is closed for lunch between the hours of 12:00 p.m.-1:00 p.m.

SECTION 2.2 U.S. Mail

2.2.1 Incoming U.S. Mail, Courier Deliveries, and Intra-Office Mail

The following general rules apply for sorting and distributing the mail:

The Administrative Staff are responsible for date stamping, sorting, and distributing the daily U.S. Mail and inter-office mail to NVTa staff's mailboxes. It is the responsibility of staff to retrieve mail from their mailbox on a daily basis. The daily U.S. Mail is delivered to the NVTa mailbox (located outside next to the building entrance from the parking lot) and is to be distributed the same day as it is received. In general, all incoming mail is date-stamped with the date of receipt, initialed by individual.

The Administrative Staff and Accounting staff are also responsible for delivering/retrieving intra-office mail to/from the mail room at County of Napa 1195 Third Street Napa Ca (located in basement directly across from the elevator) at least one (1) time per week.

Personal and/or Confidential Items: Personal and/or Confidential items are not opened, and the envelope only is date stamped.

Legal Documents: Legal documents are not to be marked with a date stamp. Date stamp of receipt, with recipient's initials and time, should be placed on the envelope and a post-it note, which is the affixed to the first page/cover of the document.

RFP Responses: Note that RFP responses are time sensitive. Items are date stamped, initialed, and the time of receipt is noted.

Checks: All checks received are date stamped and forwarded to the Accountant for processing.

Contracts and Change Orders/Amendments: All contracts, change orders, and amendments are distributed to the Procurement and Contracts Administrator.

Invoices: All invoices received are date stamped and forwarded to Accounts Payable for review and further processing thereof.

Liens: All liens are distributed to the Director of Administration, Finance and Policy.

Incoming Mail for Agency Consultants: The Administrative Staff will distribute items addressed to various staff members and other NVTa Consultants as appropriate.

2.2.2 Outgoing US Mail

Outgoing U.S. Mail is posted and deposited by various NVTa staff throughout the day in the outgoing mail bin by the Senior Administrative Technician. The Administrative Staff or designee are responsible for delivering the outgoing U.S. Mail to the Post Office by 5 pm each day.

SECTION 2.3 Office Equipment

NVTa office equipment is for the use of all staff and Agency consultants. There are maintenance agreements on several pieces of office equipment. Problems or requests for service should be communicated to the Senior Administrative Technician (Office Coordinator) who is responsible for coordinating service.

2.3.1 Workstations

Office equipment and workspaces must be kept free of clutter, trash, and other items that detract from a professional work environment. Food waste must be removed from workstations at the end of each day, and surfaces, equipment, and furnishings should be wiped clean to prevent damage. No objects should be left on the floor that may pose a tripping hazard or create obstacles during an emergency. All workstation computers must be turned off or locked at the end of the workday.

2.3.2 Pitney Bowes Mailing Machine/Postage Meter/Integrated Scale

Resetting Postage Meter

The Pitney-Bowes mailing machine/postage meter is used for putting postage on all outgoing mail. The remaining balance should be checked periodically to ensure that postage does not run out. Postage is added in increments of \$2,000.00, and it is important that the Accountant be notified whenever postage is added. The Administrative Staff are responsible for performing these duties.

SECTION 2.4 Personal Computers

All NVTa staff are issued desktop computers and are subject to the County of Napa's IT policies.

All electronic files are the property of the Agency. NVTa staff must acknowledge and comply with the Agency's Electronic Communication and Internet Use as outline in Chapter 5, and the County of Napa's Internet Use Policy.

2.4.1 Back-up Process

All computers are backed-up by the County of Napa Information Technology Services (ITS) Department, to the back-up server. It is recommended that staff

close all programs at the end of each work day, so that all files may be included in this process

SECTION 2.5 Printers

There are two printers and one plotter printer used by Agency staff, Inventory of replacement toner cartridges for all Agency printers is maintained by the Administrative Staff. Printer maintenance/repair is the responsibility of NVTA and can be facilitated by the Administrative Staff.

SECTION 2.6 Office Forms and Templates

The Agency's letterhead, memo template, and other commonly used forms are updated as necessary by the Administrative Staff or Communications Outreach Coordinator (to reflect current Board members, etc.).

SECTION 2.7 Fare Media Management

2.7.1 Bus Passes and Taxi Scrip

Procedures for Bus Passes and Taxi Scrip sales may be found in the following location:

<H:\NCTPA\1800 Policies Practices and Procedures Manual\Bus Pass Taxi Scrip sales-exchanges procedures.docx>

SECTION 3 OFFICE RECORDS AND FILE MAINTENANCE

SECTION 3.1 Agency Mailing List Database

General Overview The main NVTA address/mailing list is maintained by the Administrative Staff.

3.1.1 Database Additions

The NVTA mailing list resides in a Microsoft Excel spreadsheet. This database is customized to enable staff to print pre-defined reports, obtain custom mailing lists and export data to a common word processing format. Changes and additions are the responsibility of one person, a database administrator. Database administration and maintenance is currently assigned to the Senior Administrative Technician (Office Coordinator).

3.1.2 Database Changes

Changes/additions Any changes or additions to the database are to be emailed to the Administrative Staff. Administrative staff should proactively maintain the mailing list by researching all returned e-mails and returned US Mail. Administrative staff should utilize the notes section when making updates, and be sure to note the date of the update.

SECTION 3.2 Agency Master Files

The Agency maintains a master set of physical files which are located both in the main office and first floor storage room.

3.2.1 Chronological (Chron) Files

Separate Chron Correspondence file folders are the responsibility of and maintained by the Administrative Staff.

Chron Board Meeting Packets are maintained by Human Resources and are stored electronically by calendar year.

Chron Committee Meeting Packets are maintained by the Senior Administrative Technician (Office Coordinator) and are stored electronically by calendar year.

SECTION 3.3 Shared Electronic files – General Structure

H:\NCTPA contains the Agency's shared electronic files, which is a collection of general material, historical documents and Agency forms accessible to all NVTA staff members.

3.3.1 Archive Storage Procedure

General Overview Due to limited space in the Main Files, from time-to-time it is necessary to archive a portion of the files. Archived files are stored in the first floor storage room. A retention schedule is applied to determine whether archived files are to be kept indefinitely, or destroyed after a pre-determined time period.

3.3.2 Frequency

Each Department should conduct a thorough archiving of its file system annually, or more frequently if necessary to make space in the on-site main file system. Files can be archived at any time, using the procedure specified below.

3.3.3 Record Retention Policy

See the Records Retention Policy for guidelines.

3.3.4 Reference Materials

Each department is responsible for maintaining electronic reference materials specific to its department. .3.3.5 Public Records Request

In accordance with the California Public Records Act, the Agency will make available agendas, minutes, supporting documentation, public correspondence, reports and other such items upon public request. However, NVTa will not disclose records that it regards as exempt under the Public Records Act, including, but not limited to, privileged documents.

The Agency may, at its discretion, charge for the reproduction cost for the requested documents at a rate of .50 per page for the first (5) pages and .10 per page thereafter for copies made. There is no charge for electronic copies

The Executive Director should be notified immediately of any requests for Agency records, and will provide direction to staff on accommodating the request.

SECTION 4 OFFICE SUPPLIES

SECTION 4.1 General Office Supplies

The Administrative Staff responsible for maintaining a reasonable inventory of regularly stocked office supplies. As projects and special needs arise, individual requests may be communicated to him/her.

4.1.1 Placing Orders

In general, all office supply orders placed shall be in accordance with the guidelines set in Procurement Policies and Procedures.

4.1.2 Receipt of Orders

The Administrative Staff will receive all orders designated for NVTa. Shipment will be opened, inspected, verified and accounted for upon receipt. Packing slips will be date stamped with date of receipt, if date stamp is not available hand written date is acceptable, and initialed by the receiving agent. Receiving documents will be maintained on hand with the Administrative Staff until receipt of invoice for supplies ordered. Once invoice has been received and verified, the receiving document and invoice is forwarded to the Accounts Payable department for payment. Shipment can be temporarily placed in an obscure manner near the designated supply cabinet prior to placing items in the supply cabinet and/or with requestor.

4.1.3 Discrepancies

The Administrative Staff are responsible for contacting and/or notifying the vendor, in writing or by phone, of any discrepancies (including damages) to the order received. Discrepancies and/or damages will be annotated on the receiving report, including any agreed backorder, return or credit agreements with vendor, which will be marked on the receiving documents or in memo format and forwarded to the Accounts Payable department. Return items will be sent via standard USPS mail and/or placed near the supply cabinet for pick-up by vendor.

SECTION 5 ELECTRONIC SYSTEMS COMMUNICATIONS AND THE INTERNET

Information on the Electronic Communication System is not private. The Electronic Communication System and all subject Electronic Communications are the property of the Agency. The Agency has the right, but not a duty, to inspect or audit any and all subject Electronic Communications, at any time, for any lawful purpose, without notice to any employee. Accordingly, no employee shall have any expectation of privacy regarding the content of any such Electronic Communication.

The Electronic Communication System shall be used in a professional manner. In the use of the Electronic Communication System, employees shall comply with all relevant Agency policies and process, including, but not limited to the Respect in the Workplace policy and procedure. Employees shall prepare Electronic Communications in a lawful, ethical, professional and businesslike manner. The use of the Electronic Communication System is a privilege which may be revoked by the Agency at any time.

Employees shall protect the security of the Electronic Communications System. Employees shall make all reasonable and necessary efforts to protect the confidentiality of information which is placed in their control or care, minimize the likelihood of inadvertent transmission of confidential information to unintended recipients, prevent unauthorized intruders from access to the Electronic Communications System, and prevent the introduction or spread of computer viruses.

The Shared E-mail System shall be used for transmission. The shared e-mail system is provided by the Agency to employees as a convenient and efficient method of rapidly communicating transitory information in an electronic format. The shared e-mail system is specifically intended and designed to be a tool for transmission of information. If any information on the shared e-mail system is required to be retained in the performance of an employee's duties, the information may be transferred from that e-mail system to an appropriate records storage medium.

Employees shall determine whether or not there is information on the shared e-mail which is required to be retained in a separate system for the discharge of the employee's official duties for the Agency. This determination shall be made using the same criteria which is applied to information sent or received by the employee using any other means of communication. Categories of information which are typically retained by the Agency include: (1) required by law to be retained; (2) documentation of notice to a member of the public of an action or position taken, or an action or position to be taken, on behalf of the Agency; (3) documentation of an Agency policy, regulation or official decision made on behalf of the Agency; or (4) documentation of the transaction of business between the Agency and another party. Employees with any questions regarding retention of information should consult with Human Resources.

There shall be no implication of privacy with respect to e-mail messages. The content of distributed e-mail and maintenance of user's e-mail box is the user's responsibility. E-mail messages may be subject to public disclosure under the Public Records Act or litigation. The Agency reserves the right to monitor the e-mail system for any reason. Deletion of a message or file may not fully eliminate the message from the system. E-mail received via an Agency-provided Internet access shall be for Agency related business, with the exception of occasional and limited personal use as described below.

Minimize the use of e-mail for confidential communications. Employees shall minimize the use of e-mail and maximize the use of alternative communication media for the communication of confidential communications. All confidential information which is contained in an Electronic Communication shall be clearly marked Confidential, including in the subject line.

Employees shall acknowledge that he/she has read and agrees to the County of Napa's policy and procedure on Electronic Communications and use of the Internet, consents to have his/her transmissions through the Agency's Internet gateway monitored by Agency staff or authorized information systems contractor and he/she waives all state and federal legal privacy regulations as a condition of access to the Agency's Internet gateway. The Agency reserves the right to block access to any Internet site which is determined to be non-applicable to Agency related business.

Copyright laws regarding protected commercial software or intellectual property shall be honored.

SECTION 5.1 Prohibited Uses of the Internet include:

Any unlawful purposes, including unauthorized use of a protected/secured resource of the Agency;

The transmission of unprofessional communications not associated with normal work responsibilities or use of Agency resources for unsolicited advertising for personal gain;

Posting messages on bulletin boards, or participating in chat rooms, except for Agency related business;

Downloading of software programs except by authorized Agency staff or information systems contractor;

Browsing of the Internet other than for Agency business in excess of occasional and limited personal use;

Any illegal activity, threats, slander/libel, defamation, obscene, suggestive or offensive graphic images or messages, political endorsements, or commercial activities;

Use of software not required for Agency business, including games or other entertainment software.

E-mail is a Public Record if it contains information relating to the conduct of the public's business and is prepared, owned, used or retained by the Agency. Since the primary purpose of the e-mail system is to assist employees in the conduct of Agency business, all such e-mails are Public Records as long as they are retained by the Agency. Therefore, although the Agency is authorized to delete "preliminary draft" e-mails, until an e-mail is actually deleted, the e-mail is a Public Record if it contains information relating to the public's business.

A Public Record is exempt from disclosure under the Public Records Act if: (1) the writing is a preliminary draft, note, or memoranda, and (2) it is not retained by the Agency in the ordinary course of business, and (3) the public interest in withholding the record clearly outweighs the public interest in disclosure. If an employee receives a Public Records Act request to inspect an e-mail before an e-mail is deleted, the employee shall seek guidance from the Manager of Human Resources and Administration.

Occasional and limited personal use of the Electronic Communications System is allowed within certain parameters. Such occasional and limited personal use shall be allowed when such use does not: (1) interfere with the employee's work performance, (2) interfere with the work performance of any other user, (3) have undue impact on the operation of the Electronic Communications System, or (4) violate any provision of this procedure or any other Agency policy, or legal requirement. Any such personal use is subject to inspection or audit by the Agency at any time, for any lawful purpose, without notice to the employee. Personal use of the Electronic Communications Systems is a privilege which may be revoked by the Agency at any time.

General use of the e-mail system shall be conducted within the following parameters:

While users are allowed distribution lists for specific purposes, no "All User" (mass distribution) e-mails shall be sent without the permission of the Executive Director;

No employee shall attempt to disguise the origin of any e-mail;

No employee shall access another employee's e-mail unless authorized by the other employee, the Executive Director, or Human Resources.

Any employee who discovers potential criminal activity involving the use of any Electronic Communication shall immediately report the activity to the employee's manager or to Human Resources.

SECTION 5.2 Violations of this Procedure

Violation of Agency policy or this procedure is subject to discipline up to and including termination.

SECTION 5.3 Outlook E-mail

5.3.1 Away Message

For extended absences, NVTa staff may set up an automatic reply to incoming e-mails through the Outlook system.

5.3.2 Calendar

Employees are to allow all staff permission to view all details on their Outlook calendar. Private appointments may be marked as private so that others cannot see the details of the appointment.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Rebecca Schenck, Director of Transit
(707) 2598636 / Email: rschenck@nvta.ca.gov
SUBJECT: Taxi Scrip Program Guidelines

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Taxi Scrip Program Guidelines.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA has been operating a Taxi Scrip program for over 20 years. The program provides subsidized taxi rides for City of Napa residents 65 years and older as a lifeline service to supplement regular fixed route transit service. Staff recommend removing specific language from the Transit Policies and request the Board adopt the Taxi Scrip Program Guidelines that can be updated periodically with Board approval. This will make it easier for the Program to undergo adjustments without having to amend the Transit Policies in their entirety.

FISCAL IMPACT

Is there a fiscal impact? Not with this action, as the Taxi Scrip Program is already budgeted.

CEQA REQUIREMENTS

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

BACKGROUND

The NVTA Taxi Scrip Program is a valuable component of NVTA's suite of transportation services. The program was created to provide a lifeline service to supplement the regular Vine fixed route system for seniors and persons with disabilities who have evening trips after the bus goes out of service, or a day when the rider may not feel well enough to take the bus.

Recently, NVTA implemented a debit card payment system (Pex card) in place of physical taxi scrip booklets. Staff are also proposing to increase the allowable Taxi Scrip to \$18 dollars per ride (formally \$12 dollars/ride).

ALTERNATIVES

The Board could not approve the Guidelines and then the Taxi Scrip Program would not have any formally approved Guidelines.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1: Serve the Transportation Needs of the Entire Community Regardless of Age, Income or Ability.

The Taxi Scrip program is largely used by seniors and disabled individuals and provides lifeline support to appointments and essential services.

Goal 3: Use Taxpayer Dollars Efficiently.

The Taxi Scrip program is more cost effective than operating a fixed route system or on-demand door-to-door system to get individuals to specific appointments, etc.

ATTACHMENT(S)

- 1) Taxi Scrip Program Guidelines



Taxi Scrip Program Guidelines

The Taxi Scrip Program is designed to enhance mobility, independence, and access to essential services for eligible residents to supplement the regular Vine bus system for seniors and/or persons with disabilities that have evening trips after the bus goes out of service, or on a day when the rider may not feel well enough to take the bus. By providing subsidized transportation through participating providers, the program ensures that seniors, individuals with disabilities, and other qualifying community members have reliable, flexible, and affordable travel options within the service area.

These guidelines establish the procedures and responsibilities necessary to administer the program consistently and effectively. They are intended to ensure fair access, promote responsible use of public funds, and maintain high-quality transportation services for all participants. The Taxi Scrip Program supports the region's commitment to equitable mobility and the well-being of its residents.

Eligible Users

City of Napa residents taking trips to, from or within the City of Napa and are any of the following:

- 65 years or older
- ADA certified
- Disabled of any age

Applicants 65 years of age or older are required to provide proof of age, such as a copy of a California driver's license, California Identification Card or birth certificate. Individuals who are already ADA certified must provide their VineGo ID Number. Individuals seeking enrollment who have not sought ADA eligibility may still apply for the Taxi Scrip program by completing Part II of the Taxi Scrip Application (Appendix I).

Service Area

Trips that begin and/or end in the City of Napa

How the Program Works

You must complete the Taxi Scrip Program application and mail or take to NVRTA/ Vine, 625 Burnell St., Napa, CA 94559. Or, complete a fillable form found at www.vinetransit.com/taxi-scrip.

Once an application is approved, a combination PEX Taxi Scrip Payment/ID card for the sole use of the Taxi Scrip Program will be sent to the participant. After the participant activates the card, they can purchase Taxi Scrip that will be added to their card. Participants may opt to create an online account to check their Taxi Scrip balance. They may also call the Vine Customer Service Office to get their balance. Only enrolled



participants of the program may use Taxi Scrip and individuals may not give their Taxi Scrip Payment/ID card to anyone else to use. Taxi Scrip program participants may

purchase a maximum of \$30 of Scrip each month, in \$10 increments, which will be added to their Taxi Scrip Payment/ID Card. The actual Scrip value per \$10 increment is \$20, for a maximum of \$60 per month, but there is no limit to the amount of unused Taxi Scrip that can accumulate on the card, nor the amount of the participant's Taxi Scrip card balance that can be used per month. It is important to remember that Taxi Scrip is non-refundable.

Key Program Rules

- Tipping with scrip is prohibited.
- Purchase three increments of \$10 worth of scrip per month per client maximum.
- All scrip users must be enrolled and follow the rules of NVTa Taxi Program.
- All users must show Taxi Program ID with photo (or Taxi Program ID w/o photo and another Picture ID) every time they wish to pay with scrip.
- Use of Scrip may not exceed \$18 per trip.
- Scrip expires 5 years from issuance.
- Taxi Scrip is non-refundable or exchangeable.
- Only residents meeting the established program criteria are eligible to enroll.
- All program applicants must complete a Taxi Scrip application (Appendix I). Applications may take up to 21 days to process.

Outside Agencies

Agencies wishing to have their clients participate in the NVTa Taxi Scrip Program must direct their clients to NVTa to enroll and follow the same rules as individual participants.

Participating Providers

- Taxis may wait up to 5 minutes for passengers.
- Taxi drivers will not provide change for taxi scrip.
- Taxi companies are required to show complete street addresses for all trips.
- Drivers will not give change for rides paid by scrip, accept the balance of scrip as a tip, or wait for a passenger with the meter running in excess of 5 minutes

Appendices

Appendix I – Taxi Scrip Application

Taxi Scrip

Napa Valley Transportation Authority's Lifeline Taxi Program: Application



The NVTa Taxi Scrip Program is a valuable taxpayer-funded component of our agency's transportation services. While not intended as a primary means of transportation, this program was created to provide a lifeline service to supplement the regular Vine Transit bus system for seniors and/or persons with disabilities who have evening trips after the bus goes out of service, or on a day when the rider may not feel well enough to take the bus. NVTa uses public transit tax dollars to subsidize taxi rides for participants. Under the program, eligible City of Napa residents may take a cab ride anywhere to, from or within the City of Napa and NVTa will pay up to 50% of the first \$18 of the cab ride fare. The Taxi Scrip Program provides services only to City of Napa residents.

WHO QUALIFIES?

To be eligible, you must be a resident in the City of Napa and be ONE of the following:

- **65 years of age or older, OR**
- **ADA certified, OR**
- **Disabled of any age**

Applicants 65 years of age or older are required to provide proof of age, such as a copy of a California driver's license, California Identification Card or birth certificate.

Individuals who are already ADA certified must provide their VineGo ID Number. Individuals seeking enrollment who have not sought ADA eligibility may still apply for the Taxi Scrip program by completing Part II of the Taxi Scrip Application, evidencing their disability, and signed by a California licensed medical professional. **WE DO NOT ACCEPT COPIES OF DISABLED PLACARDS AS PROOF OF DISABILITY WITHOUT FILLING OUT PART II OF APPLICATION.**

HOW THE PROGRAM WORKS:

You must complete the Taxi Scrip Program application and mail or take to NVTa/Vine, 625 Burnell St., Napa, CA 94559. Or, if you prefer, a fillable form may be found at www.vinetransit.com/taxi-scrip.

Once an application is approved, a combination PEX Taxi Scrip Payment/ID card for the sole use of the Taxi Scrip Program will be sent to the participant. After the participant activates the card, they can purchase Taxi Scrip that will be added to

Taxi Scrip Application



their card. Participants may opt to create an online account to check their Taxi Scrip balance. They may also call the Vine Customer Service Office to get their balance.

Only enrolled participants of the program may use Taxi Scrip and you may not give your Taxi Scrip Payment/ID card to anyone else to use.

Taxi Scrip program participants may purchase a maximum of \$30 of Scrip each month, in \$10 increments, which will be added to their Taxi Scrip Payment/ID Card. The actual Scrip value per \$10 increment is \$20, for a maximum of \$60 per month, but there is no limit to the amount of unused Taxi Scrip that can accumulate on the card, nor the amount of the participant's Taxi Scrip card balance that can be used per month. It is important to remember that Taxi Scrip is non-refundable.

OTHER KEY PROGRAM RULES:

- Taxi Scrip cannot not be used to pay for tips.
- Taxis are permitted to wait a maximum of 5 minutes per trip.
- No refunds of Taxi Scrip.
- Lost or stolen Payment/ID cards must be reported immediately. Participants will be charged \$5 per replacement card

TAXI SCRIP MAY BE PURCHASED IN PERSON, BY PHONE OR MAIL

Vine Customer Service Office

Phone: (707) 251-2800 | Address: 625 Burnell St., Napa, CA 94559

Taxi Scrip Application



Part I — Basic Information

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Date of Birth: _____

Email address: _____

Please select **ONE** of the required fields:

I am age 65 or older (provide proof of age), **OR**

I am ADA certified by VINEGO: ADA # _____

OR I am not ADA certified but I have a disability (as defined in the attached 'Disabled Eligibility Guide'). If applying under this category **Part II** of this application **must** be completed by a licensed California medical professional.

Napa has an extensive public bus system and a travel training program to help people learn how to ride the bus. A trainer will ride with you on the bus to places you need to go, and all participants receive a complimentary 31-day pass to explore the bus routes! Please call (707) 259-8631 for more information or to schedule a travel training.

I am applying for the NVTa Taxi Scrip program and have reviewed and agree to abide by all program rules:

Signature

Date

***Please return completed application to
NVTa/Vine,
625 Burnell St., Napa, CA 94559
For additional information, call (707) 251-2800***

Taxi Scrip Application



Part II — For non-ADA certified individuals applying as having a disability *(To be completed by a licensed medical professional in the State of California)*

After reviewing the attached Disabled Eligibility Guide, the person named herein meets one or more of the eligibility criteria as set forth in Section number(s) _____ found in the Disabled Eligibility Guide (pages 5-6).

The condition is:

Permanent

Temporary - if temporary, provide length of time:

Print or Type the name of Certifying Person

Signature of Certifying Person

Medical License Number

Address

City, State, Zip

Phone

***Please return completed application to
NVT/Vine,
625 Burnell St., Napa, CA 94559
For additional information call (707) 251-2800***

Taxi Scrip Application



TAXI SCRIP PROGRAM: Disabled Eligibility Guide

Taxi Scrip Program discount fares are available to persons with disabilities who are certified by a licensed medical professional (California) as meeting definitions described in this guide.

Follow the procedures below:

- Determine if the disability is permanent or temporary.
- For a temporary disability, provide duration (example: 5 weeks, 3 months).
- Complete in full Part II of the Taxi Scrip Program Application.
- Return the Taxi Scrip Program Application to: NVT/Vine, 625 Burnell St., Napa, CA 94559.

Section 1 Mobility Aids

Impairments that causes an individual to use a mobility aid, with the exception of a 3 or 4 wheel scooter. Wheelchair users must be transferable.

Section 2 Musculo-skeletal

Musculo-skeletal impairment such as muscular dystrophy, osteogenesis imperfecta or rheumatism restrictions; such as therapeutic Grade III, functional Class III or anatomical State III.

Section 3 Amputation

Amputation disability or anatomical deformity of: (1) both hands; or (2) one hand and one foot; or amputation of lower extremity at or above the tarsal region of one or both legs. (*Loss of major function due to degenerative changes associated with vascular or neurological deficits; traumatic loss of muscle mass or tendons and X-Ray evidence of body or fibrous ankylosis at an unfavorable angle, joint subluxation or instability*).

Section 4 Stroke

Cerebrovascular accident with one of the following: (1) Pseudobulbar Palsy; or (2) functional motor deficit in any of two extremities; or (3) Ataxia affecting two extremities substantiated by appropriate cerebellar signs or proprioceptive loss.

Section 5 Pulmonary

Respiratory impairments of Class 3 or greater.

Section 6 Cardiac

Cardiovascular impairments of functional Class III, IV or therapeutic Class C, D or E.

Section 7 Dialysis

Individuals whose disability requires the use a kidney dialysis machine.

Section 8 Vision

Individuals whose vision in the better eye, after best correction, is 20/200 or less; or those individuals whose visual field is contracted (commonly known as tunnel vision).

Continued on page 6

Taxi Scrip Application



Section 9 Hearing

Deafness or hearing incapacity that makes an individual unable to communicate or hear warning signals (hearing loss is 70 dba or greater in the 500, 1000, 2000 Hz. ranges).

Section 10 Incoordination

Individuals suffering faulty coordination of palsy from brain, spinal or peripheral nerve injury; and any person with a functional nerve injury; and any person with a functional motor deficit in any two limbs; or who suffers manifestations that significantly reduce mobility, coordination and perceptiveness not accounted for in previous categories.

Section 11 Developmental Disability

Refers to subaverage general intellectual functioning which originates during the developmental period and is associated with impairment in adaptive behavior.

Section 12 Cerebral Palsy

A disorder dating from birth or early infancy, nonprogressive, although if not treated there is marked regression in functioning characterized by examples of aberration of motor functions and often other manifestations of organic brain damage such as sensory disorders, seizures, mental retardation, learning difficulty and behavioral disorders.

Section 13 Epilepsy/Convulsive Disorder

A disorder involving impairment of consciousness, characterized by major motor seizures substantiated by EEG, occurring more frequently than once a month in spite of prescribed treatment.

Section 14 Infantile Autism

A syndrome described as consisting of withdrawal, very inadequate social relationships, language disturbance and monotonously repetitive motor behavior.

Section 15 Neurological Disabilities

A syndrome characterized by learning, perpetual and/or behavioral disorders of an individual who's IQ is not less than two standard deviations below the norm. These characteristics exist as a result of brain dysfunctions, neurological disorder, or any damage to the central nervous system, whether due to genetic, hereditary, accident or illness factors. Includes persons with severe gait problems who are restricted in mobility.

Section 16 Mental Health

Mental impairment substantially limiting one or more of major life activities.

Section 17 Chronic Progressive Debilitating Disorders Section 18 DMV Handicap Placard

Individuals possessing a DMV Handicap placard ID card are eligible. A photocopy of their DMV placard is required.

***Please return completed application to
NVT/Vine,
625 Burnell St., Napa, CA 94559
For additional information call (707) 251-2800***



December 17, 2025
NVTA Agenda Item 10.1
Continued From: New

Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Osman Mufti, Legal Counsel
SUBJECT: Brown Act Updates and Senate Bill 707

RECOMMENDATION

Information Only

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

New legislation (SB 707) effective January 1, 2026, provides changes to the Brown Act including extending the sunset date of the “remote location” meeting attendance rules that were implemented as a result of the COVID 19 pandemic. Attachment 1 provides details on the applicable changes to NVTA.

FISCAL IMPACT

Is there a fiscal impact? No

ATTACHMENT(S)

- 1) Memo from Sloan Sakai on the Brown Act Updates of SB 707

Memorandum

To: NVTB Board of Directors

From: Osman Mufti, Partner
Sloan Sakai Yeung & Wong LLP

Date: December 2, 2025

Re: Brown Act Updates; SB 707

BACKGROUND/DISCUSSION:

New legislation (SB 707) effective January 1, 2026, provides changes to the Brown Act including extending the sunset date of the “remote location” meeting attendance rules that were implemented as a result of the COVID 19 pandemic. This memo provides an overview of the changes applicable to NVTB.

The substantive changes applicable to NVTB including the revisions to the post pandemic “remote” meeting attendance rules due to “just cause” are as follows:

1. **No Sunsetting of the Social Media Comment Rules.** The rules relating to board members posting and commenting on social media posts which were effective January 1, 2021, were made permanent with the elimination of the 2026 sunset date. In summary, the social media comment rule clarifies that a majority of the board members may not comment on a social meeting platform about matters related to the public agency’s jurisdiction. (Gov. Code § 54952.2(b)(3).¹)

Members must be cautious when providing information, responding to comments, or giving a “thumbs up” or other reaction emoji on social media platforms on matters relating to the local agency. If a majority of the members are on that social meeting platform, then a violation of the Brown Act can occur.

2. **Provide a Copy of the Brown Act to All Members.** Local agencies will now be required to provide a copy of the Brown Act to any person elected or appointed to serve as a

¹ All code references are to the Government Code.

member of a legislative body of the local agency. Prior law only encouraged local agencies to do so. (§ 54952.7.)

All existing board members and new board members (as part of the new board member on-boarding process) will receive an electronic copy of the Brown Act from the NVTB Board Secretary.

3. **Teleconference Participation is a Reasonable Accommodation for Members with Disabilities.** Teleconferencing is specifically articulated as a reasonable accommodation for members of the legislative body who have a disability. The Act is now clear that a member may attend a board meeting by remote participation as a reasonable accommodation and the meeting agenda does not need to include the member's location or require the public to be present at that member's remote location. The member who has the disability is required to use audio and visual technology during the entire meeting and disclose if there are individuals over 18 years old present in the room at that remote location (which is similar to the post pandemic "just cause" remote participation requirements). In addition, the member is considered to be in-person at the physical agenda meeting room for quorum purposes. (§ 54953(c).)

This new provision codified a 2024 California Attorney General Opinion allowing a member to attend a public meeting remotely as a reasonable accommodation pursuant to the federal Americans with Disabilities Act.

4. **Meeting Technology Definitions and Disruptions to Teleconference Meetings.** The public has a right to record the proceedings of an open and public meeting of a legislative body of a local agency, with limited exception. Now the definitions and tools related to the right to record and the technology required for remote and teleconference meetings and participation reflect current technologies. In addition, these technology definitions now apply to the rules for removing participants who disrupt meetings. (§§.54953.5, 54957.95, 54957.96.)

The new legislation also extends the Board Chair's ability to exclude disruptive participants from a meeting to include remote participants. If a "Zoom bomber" disrupts a meeting, the individual may be removed from the teleconference, after a reasonable warning from the Board Chair. This new provision codifies the response that many agencies implemented when virtual meetings were unfortunately inappropriately disrupted.

5. **Post Pandemic Remote Location Meeting Participation Rules for "Just Cause" Extended and Revised.** The post pandemic remote participation rules based on "just cause" are extended and modified. The substantive procedures remain largely the same

when participating with a few new or different requirements which are reviewed below. (§§ 54953.8, 54953.8.1-54953.8.7.)

A. “Just Cause” Circumstances to Allow Participation from a Remote Location.

The new Brown Act provisions allow for remote participation at board meetings by combining the prior “just cause” and “emergency circumstances” provisions into new “just cause” circumstances to include the following situations:

- (1) To provide childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner;
- (2) A contagious illness prevents a member from attending in person;
- (3) A need related to a physical or mental condition that is not within the ADA reasonable accommodation provision provided by the new Brown Act exception provision of section 54953;
- (4) Travel while on official business of that local agency or another state or local agency;
- (5) An immunocompromised relative requires member to participate remotely, to include a child, parent, grandparent, sibling, spouse or domestic partner;
- (6) A physical or family medical emergency that prevents in person attendance;
- (7) Specified military service obligations that prevents a members in person attendance. (§54953.8.3(c).)

B. Agenda Requirements to Allow for the Remote Participation Option.

In order to allow for the option for members to participate remotely based on “just cause” the agenda must contain certain information as follows:

- a. The agenda must include the information on how to access the meeting remotely. (§ 54953.8(b).) Agencies that want to allow members to remotely participate should have a practice to include on each agenda the virtual meeting link or information to see and hear the proceedings electronically. If a “just cause” reason develops after the meeting agenda is posted, the member can only participate remotely if the agenda included an option to remotely see and hear the meeting. NVTB’s practice is to include a Zoom link on the meeting agenda.
- b. The agenda must include information on the procedure for receiving and resolving requests for accommodations and the agency must have a process for receiving and swiftly resolving requests for accommodations

and accessing meetings. (§ 54953.8(b)(8).) This is already addressed on NVTB's agenda by providing staff contact information to respond to accommodation requests.

C. Requirements During the Meeting when a Director Participates Remotely.

If a Director participates at a meeting pursuant to "just cause" the following must occur at the meeting:

- a. The Director must notify NVTB as soon as they are aware of the just cause need, including at the start of the meeting. (§ 54953.8.3(a)(1).)
- b. At the meeting the Director must provide a general description of the "just cause" circumstances relating to the need to appear remotely. (§ 54953.8.3(a)(1).)
- c. Members must announce if there is anyone over 18 in the room with them and their relationship with those individuals. (§ 54953.8(e).)
- d. There must be a quorum of the board in one physical agendized meeting location. (§ 54953.8.3(a).) This requirement for "remote" participation remains and differs from the traditional teleconference meeting requirement that allows for a quorum of the board to be located at different teleconference locations.
- e. The new legislation removes the prior post pandemic requirement that the board vote at the meeting to allow for a member to participate remotely pursuant to the repealed "emergency" justification. Since a vote by the Board is no longer required NVTB can remove from the agenda format any action item for remote board member attendance purposes pursuant to AB 2449 enacted at the end of the pandemic.
- f. Members participating remotely must use both audio and visual technology. Remember the member must keep their camera on during the entire meeting when participating due to "just cause." (§54953.8.3(a)(2).)

D. Technology and Public Participation including Public Comment Requirements.

At a meeting in which Directors are participating remotely the meeting technology and public comment procedures must be in compliance with the following:

- a. The meeting must provide two-way live visual and audio for the meeting for the public. (§ 54953.8(b).)
- b. The meeting must provide for and allow for real time public audio comments during meeting. (§ 54953.8(b).)
- c. NVTB cannot mandate that public comments be submitted prior to the meeting. (§ 54953.8(b).)

- d. If the broadcast is interrupted or the public is unable to make real time public comments there must be no further board action until the call-in or internet service technology is restored. (§ 54953.8(b).)
- e. If the agenda sets a time for considering any agenda matter, the public comment period for that noticed timed matter may not occur until that timed public comment period has lapsed. (§ 54953.8(b).)

E. Meeting Minutes and Recordkeeping Requirements.

Certain record keeping obligations apply if members remotely participate in meetings to include the following:

- a. If a Director participates at a meeting under the remote participation rules the minutes must reflect that the member participated remotely and the “just cause” grounds for the remote participation. (§ 54953.8(b)(7) and §54953.8.3(b).)
- b. Just cause remote participation may still be used by each Director a limited number of times each calendar year as follows:
 - i. Two times for agencies that meet once a month or less;
 - ii. Five times for agencies that meet twice a month;
 - iii. Seven times for agencies that meet three or more times a month.
- c. If an agency allows members to participate in meetings remotely the agency is to identify and make available a list of one or more meeting locations that may be available for use to conduct its meetings.

6. Continuation of Remote Meeting Options During State and Local Emergencies.

The post COVID 19 exceptions to allow for meetings to be conducting only online without a physical meeting location were amended and extended during a “proclaimed state of emergency or local emergency.” (Gov. Code § 54953.8.2.) If a state or local emergency is declared and certain findings are made, then relaxed virtual meetings may occur. If the emergency remains active continuing legislative findings can be made every 45 days to allow the continuation or remote public meetings.

7. New Justifications for “Remote Participation” of “multijurisdictional body.”

The new legislation provided additional limited circumstances in which “remote participation” procedures may apply to defined multijurisdictional bodies. NVTB qualifies as a “multijurisdictional” body under the new legislation. These new meeting options may be helpful to NVTB.

- a. “Eligible multijurisdictional body” An “eligible multijurisdictional body” is a board whose members are appointed, and which is either a (1) joint powers entity or (2)

a body that includes representatives from more than one county, city or special district. (§54953.8.7.) NVTB qualifies as an “eligible multijurisdictional body” as it’s a JPA and its members are appointed by multiple local agencies.

- b. A member may participate in an NVTB meeting from a remote location pursuant to the “eligible multijurisdictional body” if the following occurs:
 - a. NVTB adopts a resolution authorizing the use of teleconferencing pursuant to the multijurisdictional body rules.
 - b. At least a quorum of the board must participate from a one or more physical location that is listed on the agenda, open to the public, and within the boundaries of Napa County.
 - c. The NVTB meeting agenda identifies each member who plans to participate remotely from a location that is not listed as a meeting location on the agenda.
 - d. No member who participates remotely receives compensation for attending a NVTB meeting. Reimbursement of reasonable and necessary expenses is permitted.
 - e. The remote meeting location must be more than 20 miles each way from any of the physical meeting locations listed on the agenda.
 - f. The member participating remotely must keep their camera on during the meeting.
 - g. The number of times that a member may participate from a remote location pursuant to these requirements is limited to 2 times a year if the body meets once a month or less, five times a year if the body meets twice a month, or seven times a year if the body meets three or more times a month.

8. Traditional Teleconference Meeting Rules Remain Unchanged

As a reminder, the newly revised remote location participation rules have not altered the Brown Act requirements to allow for traditional teleconferenced meetings of the members which requires the following: (1) the members are connected by electronic means of either audio or video, or both, (2) at least a quorum of the Board participates from locations within the boundaries of the agency; (3) each teleconference location is identified in the meeting agenda; (4) the agenda is physically posted at each meeting location, (5) each teleconference location is accessible to the public, (5) the public has an opportunity to participate and comment at each teleconference location, and (6) all votes are taken by roll call. (§ 54953.) All local agencies can continue to hold teleconference meetings where members are located at more than one location when these traditional Brown Act teleconference meeting rules are followed.