Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

NAPA VALLEY TRANSPORTATION AUTHORITY

Agenda - Final

Wednesday, November 20, 2019
1:30 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 at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTA Holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NVTA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may speak to the Board on any item at the time the Board is considering the item. Please complete a Speaker's Slip, which is located on the table near the entryway, and then present the slip to the Board Secretary. Also, members of the public are invited to address the Board on any issue not on today's agenda under Public Comment. Speakers are limited to three minutes.

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

This Agenda may also be viewed online by visiting the NVTA website https://legistar.com/Calendar.aspx

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

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 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. Pledge of Allegiance

4. Adoption of the Agenda

5. Public Comment

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

7. Director's Update

8. Caltrans' Update

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

9. CONSENT AGENDA ITEMS (9.1 - 9.5)

9.1 Approval of Meeting Minutes of October 23, 2019 (Karrie Sanderlin) *(Pages 11-17)*

Recommendation: Board action will approve the meeting minutes of October 23, 2019.

Estimated Time: 1:45 p.m.

Attachments: Draft Minutes

9.2 **Resolution No. 19-18 Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2020 (Karrie Sanderlin)** ***(Pages 18-28)***

Recommendation: Board action will approve setting the regular meeting time, place, and schedule for the NVTA, TAC, PCC, CAC and ATAC for calendar year 2020.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

9.3 **Resolution No. 19-19 Adopting the Napa Valley Transportation Authority (NVTA) Title VI Program for Fiscal Years (FY) 2020-2021 (Rebecca Schenck)** ***(Pages 29-109)***

Recommendation: Board action will adopt the NVTA Title VI Program Policy for FY's 2020-2021.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

9.4 **Award of Fueling Services Agreement No. 19-27 with Hunt & Sons, Inc., Agreement No. 19-28 with Napa Valley Petroleum (NVP) Inc., and Agreement No. 19-29 with Clean Energy (Antonio Onorato)** ***(Pages 110-195)***

Recommendation: Board action will authorize the Executive Director to execute fueling services with Hunt & Sons Inc., Napa Valley Petroleum Inc., and Clean Energy.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

9.5 **Resolution No. 19-20 Adopting of the Napa Valley Transportation Authority Disadvantage Business Enterprise (DBE) Program and Goal Setting for Fiscal Years (FY's) 2020-2022 (Antonio Onorato)** ***(Pages 196-231)***

Recommendation: Board action will adopt the DBE program with a proposed triennial DBE goal of 2.8% for Federal Transit Administration projects for FY's 2020-2022.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

10. REGULAR AGENDA ITEMS

10.1 **2020 Federal and State Legislative Advocacy Program and Project Priorities and Legislative and State Bill Matrix Update (Kate Miller)** ***(Pages 232-254)***

Recommendation: Board action will (1) approve the 2020 Federal and State Legislative Advocacy Programs and Project Priorities, and (2) receive the State Legislative update from Steve Wallauch, Platinum Advisors.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

10.2 **2019 Federal Transit Administration (FTA) Triennial Review (Antonio Onorato)** ***(Pages 255-283)***

Recommendation: Board action will review and file the 2019 FTA Triennial report and response from NVTA.

Estimated Time: 2:00 p.m.

Attachments: Staff Report

10.3 **Approval of Amendment #1 to Project Work Order No. E-02 T. Y. Lin International (TyLin) for On-Call A/E and Project Delivery Services (Rebecca Schenck)** ***(Pages 284-302)***

Recommendation: Board action will authorize the Executive Director to execute Amendment # 1 to Project Work Order No. E-02 with T.Y. Lin International for On-Call A/E and Project Delivery Services for the Calistoga to St. Helena Vine Trail right of way acquisition services in an amount not to exceed $95,519.

Estimated Time: 2:15 p.m.

Attachments: Staff Report

10.4 **Approval of the Electric Vehicle (EV) Fleet Program Terms and Conditions Contract with Pacific Gas and Electric (PG&E) and authorize the Executive Director to execute and take all actions necessary to grant easement deeds to PG&E on Parcels 057-250-360-000 and 057-250-025-00 (Rebecca Schenck)** ***(Pages 303-322)***

Recommendation: Board action will approve the EV Fleet Program Terms and Conditions Contract with PG&E and authorize the Executive Director to execute and take all actions necessary to grant easement deeds to PG&E.

Estimated Time: 2:30 p.m.

Attachments: Staff Report

10.5 **Approval to Purchase Five (5) Zero-Emission, Battery-Electric Buses from Build Your Dreams (BYD) Coach & Bus LLC (Antonio Onorato)** ***(Pages 323-343)***

Recommendation: Board action will authorize the Executive Director to execute Purchase Order 19-1022 to acquire five (5) zero-emission battery-electric low-floor thirty (30) foot buses from BYD in an amount not to exceed $3,278,182, pending receipt of the Federal Transit Administration (FTA) requirements for Altoona testing from the Transit Resource Center (TRC).

Estimated Time: 2:45 p.m.

Attachments: Staff Report

10.6 **Resolution No. 19-21 Authorizing the Executive Director to Execute a Purchase and Sale Agreement for Real Property - Assessor's Parcel Number (APN) 057-250-037 (Antonio Onorato)** ***(Pages 345-363)***

Recommendation: Board action will authorize the Executive Director to (1) complete the purchase of APN 057-250-037, and (2) terminate the purchase agreement should further investigation reveal that the property is not suitable for use.

Estimated Time: 3:00 p.m.

Attachments: Staff Report

10.7 **American Canyon Transit Service Hour Expansion (Matthew Wilcox)** ***(Pages 364-370)***

Recommendation: Board action will approve the expansion of the American Canyon Transit service by one vehicle, effective January 2020.

Estimated Time: 3:15 p.m.

Attachments: Staff Report

10.8 **Marketing and Communication Plan Update for Vine Service Revisions (Matthew Wilcox)** ***(Pages 371-372)***

Recommendation: Information only. The Board will receive an update on the marketing of communications plan for the Vine service revisions.

Estimated Time: 3:30 p.m.

Attachments: Staff Report

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

12.1 **Approval to Cancel the Meeting of Wednesday, December 18, 2019 and Adjournment. The next regular meeting is scheduled for Wednesday, January 15, 2020 at 1:30 p.m.**

Estimated Time: 3:45 p.m.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. on Friday, November 15, 2019.

_____

Karalyn E. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

PCI Pavement Condition Index

PCA Priority Conservation Area

PDA Priority Development Areas

PID Project Initiation Document

PMS Pavement Management System

Prop. 42 Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes

PSE Plans, Specifications and Estimates

PSR Project Study Report

PTA Public Transportation Account

RACC Regional Agency Coordinating Committee

RFP Request for Proposal

RFQ Request for Qualifications

RHNA Regional Housing Needs Allocation

RM2 Regional Measure 2 (Bridge Toll)

RM3 Regional Measure 3

RMRP Road Maintenance and Rehabilitation Program

ROW Right of Way

RTEP Regional Transit Expansion Program

RTIP Regional Transportation Improvement Program

RTP Regional Transportation Plan

SAFE Service Authority for Freeways and Expressways

SAFETEA-LU Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users

SB 375 Sustainable Communities and Climate Protection Act 2008

SB 1 The Road Repair and Accountability Act of 2017

SCS Sustainable Community Strategy

SHA State Highway Account

SHOPP State Highway Operation and Protection Program

SNCI Solano Napa Commuter Information

SNTDM Solano Napa Travel Demand Model

SR State Route

SRTS Safe Routes to School

SOV Single-Occupant Vehicle

STA State Transit Assistance

STIC Small Transit Intensive Cities

STIP State Transportation Improvement Program

STP Surface Transportation Program

TAC Technical Advisory Committee

TCM Transportation Control Measure

TCRP Traffic Congestion Relief Program

TDA Transportation Development Act

TDM Transportation Demand Management
Transportation Demand Model

TE Transportation Enhancement

TEA Transportation Enhancement Activities

TEA 21 Transportation Equity Act for the 21st Century

TFCA Transportation Fund for Clean Air

TIGER Transportation Investments Generation Economic Recovery

TIP Transportation Improvement Program

TLC Transportation for Livable Communities

TLU Transportation and Land Use

TMP Traffic Management Plan

TMS Transportation Management System

TNC Transportation Network Companies

TOAH Transit Oriented Affordable Housing

TOD Transit-Oriented Development

TOS Transportation Operations Systems

TPA Transit Priority Area

TPI Transit Performance Initiative

TPP Transit Priority Project Areas

VHD Vehicle Hours of Delay

VMT Vehicle Miles Traveled

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

625 Burnell Street
Napa, CA 94559

Wednesday, October 23, 2019 | **1:30 PM** | **JoAnn Busenbark Board Room**

*******Special Meeting - AMENDED*******

1. Call to Order

Chair Canning called the meeting to order at 1:36 p.m.

3. Roll Call

Leon Garcia
Chris Canning
Paul Dohring
Mark Joseph
John F. Dunbar
Doris Gentry
Kerri Dorman
Belia Ramos
Geoff Ellsworth
Liz Alessio
Gary Kraus
Beth Kahiga
Alfredo Pedroza

2. Pledge of Allegiance

Chair Canning led the Pledge of Allegiance.

4. Adoption of the Agenda

Motion MOVED by GARCIA, SECONDED by GENTRY to APPROVE adoption of the agenda. Motion carried by the following vote:

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

Absent: 2 - Pedroza

5. Public Comment

Public comment was provided by Patrick Band, Napa Bike Coalition.

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

Chairperson's Update
Chair Chris Canning
- **Congratulated Director Dunbar on becoming president of the League of California Cities.**
- **Announced that Danielle Schmitz (Director, Capital Development and Planning) is providing the today's meeting leadership in the absence of Executive Director Kate Miller.**

MTC Commissioner's Report
Danielle Schmitz, NVTA Director-Capital Development and Planning, provided the MTC update in Commissioner Pedroza's absence.

ABAG Update
Leon Garcia reported on recent ABAG activities.

John Dunbar reported on recent League of California Cities activities.

7. Director's Update

Danielle Schmitz, Director-Capital Development and Planning, provided the Executive Director report.

8. Caltrans' Update

Kelly Hirschberg, Caltrans, provided an update on the status of various projects located within the county.

9. PUBLIC HEARING (TIME CERTAIN 1:40 PM)

9.1 Public Hearing on the Countywide Bicycle Plan, Approve Resolution 19-16 Certifying the Mitigated Negative Declaration for the Countywide Bicycle Plan and Adopting the Mitigation Monitoring and Reporting Program, and Adopt the Countywide Bicycle Plan (Diana Meehan) *(Pages 10-18)*

Attachments: Staff Report

Chair Canning opened the Public Hearing at 2:10 p.m.

Staff and the consultant from Toole Design Group LLC provided a review of the Countywide Bicycle Plan and Environmental document.

Public Comment was provided by:

Chris Benz, Napa Resident, stated she supports the plan.
Patrick Band, Napa Bike Coalition, stated he supports the plan.

Chair Canning closed the Public Hearing at 2:40 p.m

(1) Motion MOVED by GARCIA, SECONDED by ALESSIO to APPROVE ADOPT the Countywide Bicycle Plan and direct staff to file a Notice of Decision.

(2) Motion MOVED by DUNBAR, SECONDED by ELLSWORTH to APPROVE Resolution No. 19-16 certifying the Mitigated Negative Declaration for the Countywide Bicycle Plan and adopting the Mitigation Monitoring and Reporting Program.

Motions carried by the following vote:

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

Absent: 2 - Pedroza

10. CONSENT AGENDA ITEMS (10.1 - 10.3)

Consent Item 10.2 was pulled for further discussion.

Motion MOVED by RAMOS, SECONDED by DUNBAR to APPROVE Consent Items 10.1 and 10.3. Motion carried by the following vote:

10.1 Approval of Meeting Minutes of September 18, 2019 (Karrie Sanderlin) *(Pages 19-25)*

Attachments: Draft Minutes

Board action approved the meeting minutes of September 18, 2019.

10.3 Vine Transit Bus 163 Removal from Fixed Assets Portfolio (Antonio Onorato) *(Pages 46-47)*

Attachments: Staff Report

Board action approved the removal of Bus 163 from the fixed asset portfolio.

11. REGULAR AGENDA ITEMS

10.2 Resolution No. 19-17 Amending the Napa Valley Transportation Authority (NVTA) Conflict of Interest Code (Karrie Sanderlin) *(Pages 26-45)*

Attachments: Staff Report

Clarification was made that the real property interests to be disclosed, as referenced under the Disclosure Categories, are only the real property interests located within NVTA's jurisdiction, which is the County or Napa.

Motion MOVED DUNBAR, SECONDED by GENTRY to APPROVE Resolution No. 19-17 Amending the Napa Valley Transportation Authority (NVTA) Conflict of Interest in its entirety and direct the Secretary to forward it to the Napa County Board of Supervisors as the code reviewing agency in Napa County. Motion carried by the following vote:

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

Absent: 2 - Pedroza

11.1 Travel Behavior Study Report (Danielle Schmitz) *(Pages 48-51)*

Attachments: Staff Report

Staff and the consultant from Fehr and Peers provided a presentation of the findings of the Travel Behavior Study.

Motion MOVED by DUNBAR, SECONDED by CANNING to ACCEPT and FILE the Travel Behavior Study Report and authorize staff to make minor modifications. Motion carried by the following vote:

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

Absent: 2 - Pedroza

11.2 2020 Regional Transportation Improvement Program (RTIP) Update (Danielle Schmitz) *(Pages 52-82)*

Attachments: Staff Report

Staff reviewed the 2020 RTIP projects as provided in Attachment 1.

Motion MOVED by GARCIA, SECONDED by DOHRING, with DORMAN OPPOSED, to APPROVE the 2020 Regional Transportation Improvement Program (RTIP) list of projects as provided in Attachment 1. The list included committing all new funding capacity to Soscol Junction including advancing $20 million in future funds. Motion carried by the following vote:

Aye: 21 - Garcia, Canning, Dohring, Joseph, Dunbar, Gentry, Ramos, Ellsworth, Alessio, and Kraus

Nay: 1 - Dorman

Absent: 2 - Pedroza

11.3 Countywide Transportation Plan (CTP): Advancing Mobility 2045 Goals and Objectives (Alberto Esqueda) *(Pages 83-88)*

Attachments: Staff Report

After much discussion, Chair Canning requested that this item be tabled until a future meeting and that a sub-committee be established to discuss and refine the proposed goals and objectives. Chair Canning appointed members Joseph, Dorman, Ellsworth, Alessio and Ramos to the committee.

11.4 Draft Rider Behavior and Suspendable Offenses Policy (Matthew Wilcox) *(Pages 89-140)*

Attachments: Staff Report

Staff reviewed the revised Rider Behavior and Suspendable Offenses Policy.

Board action recommended that the following changes be made to the policies:
• Section 9.2.H Animals - clean up language regarding non-service animals as they are permitted on bus in a secured cage
• Section 9.2.Q Oxygen Units - add that drivers "may" assist with oxygen tank if requested by the passenger
• Section 9.2.1.A Suspendable Offenses - replace "will" with "may"

Motion MOVED by GARCIA, SECONDED by DORMAN to APPROVE, with DOHRING and KRAUS OPPOSED , the Rider Behavior and Suspendable Offenses Policy as amended incorporating the recommended changes. Motion carried by the following vote:

Aye: 20 - Garcia, Canning, Joseph, Dunbar, Gentry, Dorman, Ramos, Ellsworth, and Alessio

Nay: 2 - Dohring, and Kraus

Absent: 2 - Pedroza

11.5 Freedom Affordability Speed Transparency Equity Reliability (FASTER) Bay Area Initiative (Gwen Litvak, Bay Area Council / Danielle Schmitz) *(Pages 141-143)*

Attachments: Staff Report

Gwen Litvak, Bay Area Council, provided a presentation on the FASTER initiative.

Director Dunbar stated that as the initiative is in the early phase; more information on the initiative is needed before he is comfortable with the Board approving the NVTA priority project list as recommended

Chair Canning directed that the [priority] projects be submitted by [NVTA] staff and the item be a point of information only with no action taken.

11.6 State Legislative Update and State Bill Matrix (Danielle Schmitz) *(Pages 144-162)*

Attachments: Staff Report

Due to time constraints, item was tabled until the November meeting.

12. FUTURE AGENDA ITEMS

- **Presentation by Area on Aging**
- **American Canyon Transit Service Hour Expansion (tabled at the September 18th meeting)**
- **Recognition of Molly's Angels**

13. PRESENTATIONS

13.1 Molly's Angels (Robert Wallin)

Julia Orr, Executive Director, provided an informational presentation on the services provided by Molly's Angels.

14. CLOSED SESSION

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

Adjourned to Close Session at 5:00 p.m.

14.1

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)

Property: APN 057-250-037
Agency Negotiator: Antonio Onorato, Director, Administration, Finance and Policy
Negotiating Parties: Sonoma Valley Transportation
Under Negotiation: Price and Terms

Re-Convened to Open Session at 5:20 p.m.

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

15. ADJOURNMENT

15.1 Approval of Next Regular Meeting of Wednesday, November 20, 2019 and Adjournment

The next regular meeting will be held Wednesday, November 20, 2019 at 1:30 p.m.

Chair Canning adjourned the meeting at 5:23 p.m.

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Karalyn E. Sanderlin, NVTA Board Secretary

November 20, 2019
NVTA Agenda Item 9.2
Continued From: New
Action Requested: APPROVE

NAPA VALLEYCTRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Karrie Sanderlin, Program Manager-Administration and Human Resources
(707) 259-8633 / Email: ksanderlin@nvta.ca.gov

SUBJECT: Resolution No. 19-18 Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2019

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 19-18 (Attachment 1) setting the regular meeting time, place, and schedule of the NVTA Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2020.

OTHER OPTIONS FOR CONSIDERATION

The Board may elect not to approve Resolution No. 19-18. In doing so, the Agency will fail to comply with the State of California Brown Act requirements.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The NVTA Governing Board, TAC, PCC, CAC and ATAC meetings fall under the requirements of the State of California Brown Act, and therefore must establish a regular meeting date, time, and place, and publish notice of each meeting.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

The NVTA Governing Board, TAC, PCC, CAC and ATAC meetings fall under the requirements of the State of California Brown Act and must establish a regular meeting time and place, and publish a notice of each meeting. Resolution No. 19-18 (Attachment 1) will set the regular meeting times, set the regular meeting place as the NVTA Board Room at 625 Burnell Street, Napa CA 94559, and set the meeting schedule for CY 2020.

The regular meeting time of the NVTA Governing Board will be 1:30 p.m., and the recommended regular meeting schedule for CY 2020 is as follows:

Wednesday, January 15
Wednesday, February 19
Wednesday, March 18
Wednesday, April 15
Wednesday, May 20
Wednesday, June 17
Wednesday, July 15
Wednesday, September 16
Wednesday, October 21
Wednesday, November 18
Wednesday, December 16

The regular meeting time for the Technical Advisory Committee (TAC) will be 2:00 p.m., and the recommended regular meeting schedule for CY 2020 is as follows:

Thursday, January 9
Thursday, February 6
Thursday, March 5
Thursday, April 2
Thursday May 7
Thursday, June 4
Thursday, July 9
Thursday, September 3
Thursday, October 1
Thursday, November 5
Thursday, December 3

The regular meeting time for the Paratransit Coordinating Council (PCC) will be 10:00 a.m. and the recommended regular meeting schedule for CY 2020 is as follows:

Thursday, January 9
Thursday, March 5
Thursday May 7
Thursday, July 9
Thursday, September 3
Thursday, November 5

The regular meeting time for the Citizen Advisory Committee (CAC) will be 5:00 p.m. and the recommended regular meeting schedule for CY 2020 is as follows:

Wednesday, January 8
Wednesday, March 4
Wednesday, May 6
Wednesday, July 1
Wednesday, September 2
Wednesday, November 4

The regular meeting time for the Active Transportation Advisory Committee (ATAC) will be 5:30 p.m. and the recommended regular meeting schedule for CY 2020 is as follows:

Monday, January 27
Monday, February 24
Monday, March 23
Monday, April 27
Monday, May 18
Monday, June 22
Monday, July 27

Monday, September 28
Monday, October 26
Monday, November 23
Monday, December 21

SUPPORTING DOCUMENTS

Attachment: (1) Resolution No. 19-18

RESOLUTION No. 19-18

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) SETTING THE REGULAR MEETING TIME, PLACE, AND SCHEDULE FOR THE GOVERNING BOARD, THE TECHNICAL ADVISORY COMMITTEE (TAC), THE PARATRANSIT COORDINATING COUNCIL (PCC), THE CITIZEN ADVISORY COMMITTEE (CAC), AND THE ACTIVE TRANSPORTATION ADVISORY COMMITTEE (ATAC) FOR CALENDAR YEAR (CY) 2020

WHEREAS, the Napa Valley Transportation Authority (NVTA) Governing Board and Committee meetings fall under the requirements of the State of California Brown Act; and

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

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

1. The regular meeting dates for the Governing Board for calendar year 2020, as shown in Exhibit “A”, sets the regular time at 1:30 p.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.

2. The regular meeting dates for the Technical Advisory Committee (TAC) for calendar year 2020, as shown in Exhibit “B”, sets the regular time at 2:00 p.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.

3. The regular meeting dates for the Paratransit Coordinating Council (PCC) for calendar year 2020, as shown in Exhibit “C”, sets the regular time at 10:00 a.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.

4. The regular meeting dates for the Citizen Advisory Committee (CAC) for calendar year 2020, as shown in Exhibit “D”, sets the regular time at 5:00 p.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.

5. The regular meeting dates for the Active Transportation Advisory Committee (ATAC) for calendar year 2020, as shown in Exhibit “E”, sets the regular time at 5:30 p.m. and sets the regular meeting place as the Board Room at 625 Burnell Street, Napa, CA 94559.

Passed and Adopted this 20th Day of November 2019

Ayes:

_____
Chris Canning, NVTA Chair

Nays:

Absent:

ATTEST:

_____
Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel

EXHIBIT "A"

NVTA Governing Board
Meeting Dates for CY 2019

Wednesday, January 15
Wednesday, February 19
Wednesday, March 18
Wednesday, April 15
Wednesday, May 20
Wednesday, June 17
Wednesday, July 15
Wednesday, September 16
Wednesday, October 21
Wednesday, November 18
Wednesday, December 16

EXHIBIT "B"

NVTA Technical Advisory Committee (TAC)
Meeting Dates for CY 2019

Thursday, January 9

Thursday, February 6

Thursday, March 5

Thursday, April 2

Thursday May 7

Thursday, June 4

Thursday, July 9

Thursday, September 3

Thursday, October 1

Thursday, November 5

Thursday, December 3

EXHIBIT "C"

NVTA Paratransit Coordinating Council (PCC)
Meeting Dates for CY 2019

Thursday, January 9

Thursday, March 5

Thursday May 7

Thursday, July 9

Thursday, September 3

Thursday, November 5

EXHIBIT "D"

NVTA Citizen Advisory Committee (CAC)
Meeting Dates for CY 2019

Wednesday, January 8

Wednesday, March 4

Wednesday, May 6

Wednesday, July 1

Wednesday, September 2

Wednesday, November 4

EXHIBIT "E"

NVTA Active Transportation Advisory Committee (ATAC)
Meeting Dates for CY 2019

Monday, January 27

Monday, February 24

Monday, March 23

Monday, April 27

Monday, May 18

Monday, June 22

Monday, July 27

Monday, September 28

Monday, October 26

Monday, November 23

Monday, December 21

November 20, 2019
NVTA Agenda Item 9.3
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck, Principal Program Planner/Administrator
(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Approval of Resolution No. 19-20 Adopting the Napa Valley Transportation Authority (NVTA) Title VI Program Policy for Fiscal Years 2020-2022

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 19-20 (Attachment 1) adopting the Title VI Program Policy for FY 2020-2022 (Attachment 2) for the Agency and the Title VI Service Equity Analysis for the local Vine 2020 Service Revisions (Attachment 3).

OTHER OPTIONS FOR CONSIDERATION

The Board may elect not to approve the Title VI Program Policy and Service Equity Analysis. In doing so, the Agency will fail to comply with Federal Transit Administration (FTA) Title VI requirements and regulations.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

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

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

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

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

In this endeavor, staff has updated NVTA's Title VI policies from fiscal year 2017-2019 to continue to meet the requirements outlined in Fixing America's Surface Transportation Act (FAST). The policies involved conducting a four-factor Limited English Proficiency analysis which was used in the development of a Public Participation Plan and Language Assistance Plan. In addition, public transit properties that receive federal funds are required to establish service standards that inform the agency when and how to best make service adjustments. Updated Service Standards were approved by the Board as

part of the Napa County Short-Range Transit Plan (FY 2016-2026) and are included as part of the agency's overall Title VI Policies and Program.

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

The final attachment is the Title VI Service Equity Analysis for the Local Vine 2020 Service Revisions. This analysis compares the demographics of the population of the City of Napa with the new January 2020 local service (Routes A-H). The analysis determines that a greater percentage of minority and low income City of Napa residents will be served by the new system than exist in the City of Napa as a whole. For example, the percentage of households with annual income under 200% of the federal poverty level represents 26.3% of the City of Napa's population. The low-income population for the area within ¼ miles of the stops in the City of Napa is slightly higher at 31.2%. Therefore, the impact on minority or low income population does not constitute a disparate or a disproportionate impact and the changes align with NVTA's Title VI Program Policy.

SUPPORTING DOCUMENTS

Attachments:
(1) Resolution No. 19-19
(2) Napa Valley Transportation Authority Title VI Program Policy
(3) Title VI Service Equity Analysis for the Local Vine 2020 Service Revisions

RESOLUTION No. 19-19

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

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

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

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

WHEREAS, the above-referenced Circular details required elements of a Title VI Program Report, which each recipient of FTA grants and assistance must submit to the FTA every three (3) years to evidence compliance with Title VI;

WHEREAS, NVTA's current Title VI Program expires on January 31, 2020, therefore necessitating submittal of an updated program report to the FTA by December 1, 2019; and

WHEREAS, NVTA's Title VI Program Report must include numerous elements, including but not limited to:

1. Information on numerous agency policies, procedures and activities undertaken over the last three years;
2. A public participation plan (PPP);
3. Information on public outreach undertaken over the past three (3) years, including development and approval of the Vine Transit Title VI Service Equity Analysis Route 25 Napa-Sonoma Express accepted by this Board on September 20, 2017;
4. A plan for engaging persons with limited English proficiency (LEP);
5. System-wide service standards and policies; and

WHEREAS, Staff has developed a proposed Title VI Program Plan, including the above-referenced items and evidencing NVTA's compliance with Title VI, for Board consideration and approval.

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

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on November 20, 2019, by the following vote:

Ayes:

_____
Chris Canning, NVTA Chair

Nays:

Absent:

ATTEST:

_____
Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel

NAPA VALLEY TRANSPORTATION AUTHORITY

TITLE VI PROGRAM POLICY

_____ _____

Chris Canning NVTA Chair Date

NVTA Board Approved XX/XX/2019

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TITLE VI PROGRAM POLICY

The Napa Valley Transportation Authority (NVTA) is committed to ensuring that no person is excluded from participation in, or denied benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. If you believe you have been subjected to discrimination under Title VI, you may file a written complaint with Karalyn Sanderlin Civil Rights Officer, Napa Valley Transportation Authority, 625 Burnell Street, Napa CA, 94558; at (707) 259-8631, or by email to ksanderlin@nvta.ca.gov.

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

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

TITLE VI PROGRAM MONITORING

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

a. Civil Rights Assurance

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

b. Monitoring Procedures

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

~~This internal~~NVTA used this internal monitoring process ~~was used~~ recently on September 20, 2017 when NVTA performed a service equity analysis of the elimination of the Vine Transit Route 25 service between Napa and Sonoma. The analysis examined the effect of the service elimination on minority and low-income populations. The disparate impact analysis determined that although

the number of minority riders was 1.4% greater than the general population, the figure was not high enough to constitute a disparate impact. Furthermore, the disproportionate burden analysis showed that the population under 200% of the federal poverty line was 2.7% higher than the general population; once again, the analysis indicates that there is not a disproportionate burden. Overall, these findings had to be compared to the identical analysis run on the discontinuation of the Route 21 service. There would be a larger impact on minority and low income riders than shown in the Route 25 analysis. This is relevant because the Route 21 shares the same funding source with the Route 25. Given the decrease in funding, NVTA must end one route. Elimination of Route 25 will have the fewest impacts as it has the lowest ridership among Vine's intercity routes. The change does not have a disparate impact nor a disproportionate burden upon the area affected by the service change, and the percentage of the effected minority and low-income population is less than the same population that would be affected if Route 21 was discontinued. The NVTA Board moved forward with the Route 25 elimination due to the reduction in federal funding.

~~January 2015 when NVTA performed an equity analysis of a planned seven percent (7%) fare increase. The analysis examined the effect of the proposed fare change on minority and low-income populations. The disparate impact analysis determined that although the number of minority riders was greater than the general population, that it was not high enough to constitute a disparate impact. Furthermore, the disproportionate burden analysis showed that the populations under 200% of the federal poverty limit were less likely to be impacted than the general population, and that zero-vehicle households would be more affected by the fare increase. Overall, this last finding related to zero-vehicle households, had to be balanced against the alternative solution to address farebox increases which was service cuts. In the end, the NVTA moved forward with the seven percent (7%) fare increase, its' first increase since 2012.~~

c. Subrecipients

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

PUBLIC INFORMATION REQUIREMENTS

NVTA disseminates Title VI Program information to NVTA employees, contractors, subcontractors, and beneficiaries. NVTA makes these materials available to the general public by posting information at major transit hubs, on its website (which includes Title VI/Civil Rights complaints procedures), on all of public transit buses, at the Soscol

Gateway Transit Center, the major transit hub in the system, and by publishing an annual Title VI Policy Statement in local newspapers. Specifically the notice was placed on all of the NVTA owned buses and buildings and on the website at ~~http://www.ridethevine.com/title-vi-notice-public~~ ~~as~~ https://vinetransit.com/title-vi/ as verified by the Civil Rights Officer and included as Appendix 9. The local newspapers that NVTA uses to publish information about public meetings and/or hearings, service changes, and proposed projects have significant circulations in the community. NVTA also publishes information in minority publications. Information about Title VI and NVTA's policies are also clearly stipulated in NVTA's postings for contracting and employment opportunities. Specifically:

a. NVTA's Title VI Policy and any other related information is made available to the public upon request.

b. More detailed information regarding complaint procedures and Title VI civil rights is included in brochures and other materials distributed to the public by NVTA and are available on NVTA's websites (www.nvta.ca.gov and www.vinetransit.com).

c. Multilingual Requirements. Where a significant number or portion of the population eligible to be serviced by NVTA needs service information in a language other than English to participate in federally funded programs, NVTA takes every reasonable step to provide information in appropriate languages. In cases where NVTA posts signs warning the general public about dangerous situations, information in other languages when a significant number of the population in non-English speaking. NVTA's website is~~es are~~ also linked to the Google translator which can provide translation in over 70 languages and the new vinetransit.com website contains information and links for users in Spanish and Filipino for browser translation.

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

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

PUBLIC PARTICIPATION PLAN

The Public Participation Plan (Appendix 2) outlines the strategies NVTA uses to engage the public in the process of transportation decisions. While major service changes will require outreach and a public hearing consistent with this Public Participation Plan, a Title VI equity analysis, and Board approval, minor service changes, such as temporary

schedule or route adjustments (with prior notice to riders), emergency changes made to respond to natural or man-made disasters or fiscal emergencies, or the creation, alteration, or elimination of special event service, can be authorized by NVTA's Executive Director. This plan is utilized to cultivate relations with the community and encourage interaction with the minority of non-English speaking communities. Public Notices and general information are provided in English, Spanish and Filipino.

a. OPPORTUNITIES FOR PUBLIC COMMENT

NVTA routinely provides opportunities for public comment, and continually strives to find new and innovative opportunities to solicit public comments and involve all segments of the population. Comments are accepted at any time by phone, fax, email, via the NVTA and Vine website, U.S. mail, in person, or at any open meeting. Examples of these opportunities include:

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

b. ENGAGING TITLE VI PROTECTED GROUPS

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

c. PUBLIC OUTREACH

NVTA ~~publishes monthly memos and newsletters~~regularly updates its website as an on-going, proactive dissemination of service information and to cultivate public relations. ~~These publications~~ These updates contain articles and features of current issues and projects. Moreover, they serve as a valuable information tool to present transportation planning to the public.

d. STAFF ACCESSIBILITY

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

e. PROVIDE SERVICE FOR THE DISABLED AND LEP

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

COMPLAINTS OF DISCRIMINATION PROCEDURE

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

Complaint Procedure

1. Any person who feels that he or she, individually, or as a member of any class of persons, on the basis of race, color, national origin, age, sex, disability, religion, or low-income status has been excluded from or denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance through NVTA may file a written complaint with the Civil Rights Officer. The complaint form (Appendix 3) may be found on the NVTA website by clicking the following link: www.nvta.ca.gov/title-vi-0 or is available in hard copy from the NVTA. A formal complaint must be filed within 180 days of the alleged occurrence.

2. In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made. The Civil Rights Officer will interview the complainant and if necessary assist the person in converting verbal complaints to writing. All complaints must, however, be signed by the complainant or his/her representative.

3. Complaints shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination.

4. NVTA will provide the complainant or his/her representative and any contractor (respondent) with a written acknowledgement that NVTA has received the complaint within five (5) working days of receipt.

5. A copy of the complaint will be forwarded to legal counsel for review.

6. The Civil Rights Officer will appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint.

7. The review officer(s) will determine if the complaint has investigative merit:
    a. It was received within 180 days of the alleged occurrence.
    b. It is does not appear to be frivolous or trivial.
    c. It involves NVTA or NVTA contractors and not another entity.

d. A complaint against a contractor involves a NVTA Federally Funded contract.

8. The complainant and contractor or other party to the complaint will be notified of the status of the complaint within ten (10) days of receipt of the complaint, *by registered mail;*
    a. That the complaint will not be investigated and the reasons why the complaint does not have investigative merit.
    b. That the complaint will be investigated and a request for additional information needed to assist the investigator.

9. The complainant or contractor must submit the requested information within 60 working days from the date of the original request. Failure of the complainant to submit additional information within the designated timeframe may be considered good cause for a determination of no investigative merit. Failure of the contractor to submit additional information within the designated timeframe may be considered good cause for a determination of noncompliance under the contract.

10. The review officer(s) and/or contractor must within 15 working days, supply the Executive Director with status report of their investigation and/or resolution of the complaint.

11. Within 60 working days of the receipt of the complaint, the Civil Rights Officer will prepare a written report for the Executive Director.
    The report shall include:
    a. A narrative description of the incident. Including persons or entities involved.
    b. A statement of the issues raised by the complainant and the respondent's reply to each of the allegations.
    c. Citations of relevant Federal, State and local laws, NVTA policy etc.
    d. Description of the investigation, including list of the persons contacted and a summary of the interviews conducted.
    e. A statement of the investigator's finding and recommendations for disposition.

12. The investigative report and findings of the complaint will be sent to legal counsel for review.

13. The Executive Director shall, based on the information before him or her and in consult with legal counsel, make a determination on the disposition of the complaint. Determination shall be made within ten (10) days from Executive Director's receipt of the investigator's report. Examples of disposition are as follows:
    a. Complainant is found to have been discriminated against. NVTA or contractor is therefore noncompliant with Title VI regulations. Reasons for

the determination will be listed. Remedial actions that NVTA or the contractor must take will be listed.

b. Complaint is found to be without merit. Reasons why will be listed.

14. Notice of the Executive Director's determination will be mailed to the complainant and contractor. Notice shall include information regarding appeal rights of complainant and instructions for initiating such an appeal. Example of a notice of appeal follows:
    a. NVTA will only reconsider this determination, if new facts, not previously considered.
    b. If the complainant is dissatisfied with the determination and/or resolution set forth by NVTA, the same complaint may be submitted to the Federal Transit Administration (FTA) for investigation. Complainants will be directed to contact Federal Transit Administration, Office of Civil Rights, San Francisco Federal Building 90, 7th Street, Suite 15-300 San Francisco, CA 94103. (415) 734-9490..

15. A copy of the complaint and NVTA's investigation report/letter of finding and Final Remedial Action Plan will be issued to FTA within ninety (90) days of the receipt of the complaint.

16. After receiving FTA's comments, briefings may be scheduled with all relevant parties to the complaint.

17. A summary of the complaint and its resolution would be included in the annual report to the FTA.

GENERAL REPORTING REQUIREMENTS

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

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

- There are no active lawsuits or complaints naming NVTA nor were there any investigations, or lawsuits in the past three (3) years, which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits.
- The NVTA maintains a log of Title VI complaints received. The log includes the date the complaint was filed, a summary of the allegations (which included the

basis of complaint), complaint status, and action(s) taken. There have been two (2) complaints filed within the last three (3) years which alleged discrimination on the basis of race, color or national origin with respect to service or other transit benefits. Appendix 6 presents a copy of the log and details of past complaints.

- There are currently no pending construction projects which would negatively impact minority communities being performed by NVTA.

FACILITY SITE EQUITY ANALYSIS

NVTA did not construct or acquire any facilities during the current Title VI program~~., but NVTA did acquire a site for use for a future new maintenance facility. NVTA acquired two parcels within Napa County totally 8.08 acres (APN 057-250-025 and APN 057-250-03). The property is vacant and undeveloped so there was no displacement of persons from their residences or businesses. The property was acquired for fair market value and eminent domain was not necessary.~~

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

SERVICE STANDARDS

In order to insure compliance with the Title VI Program and to accomplish the goal of providing efficient and effective service to the residents of Napa County, NVTA last updated the agency's series of service standards that provide a framework for service allocation as well as measures to continually examine public transit service to ensure that they meet efficiency and effectiveness standards in accordance with stated objectives as part of the Chapter 3 of the agency's Napa County Short Range Transit Plan (FY 2016-2026) (Appendix 4). NVTA will complete an update to the Short Range Transit Plan in 2020.

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

RECORD KEEPING REQUIREMENTS

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

Records must be available for compliance review audits.

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

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

APPENDICES

Appendix 1 NVTA Plan for Language Assistance Plan to Limited English Proficient (LEP) Populations
Appendix 2 Public Participation Plan
Appendix 3 Title VI Complaint Form
Appendix 4 Systemwide Service Standards and Policies
Appendix 5 Title VI Notice to the Public
Appendix 6 List of Transit-Related Title VI Investigations, Complaints, and Lawsuits
Appendix 7 Racial Breakdown of the Membership of Transit-Related Advisory Committees
Appendix 8 NVTA Resolution ~~16-23~~19-XX approving the NVTA Title VI Program Policy
Appendix 9 Title VI Evidence of Website Posting

APPENDIX 1

Language Assistance Plan to Limited English Proficient (LEP) Populations

~~**September 17, 2016**~~**November 20, 2019**

Also available in Spanish and Filipino

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

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

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

Language Assistance Plan for

Napa Valley Transportation Authority (NVTA)

Introduction

The Napa Valley Transportation Authority (NVTA) serves as the congestion management agency and public transit provider for the jurisdictions in Napa County, and is one of the nine (9) Bay Area counties within the Metropolitan Transportation Commission (MTC) region. NVTA's service area includes a population of ~~150,000~~122,000 residents ~~over 740 square miles of land~~, consisting mostly of smaller, rural communities and agricultural land. The service area is diverse, with large numbers of residents speaking a language other than English as their primary means of communication.

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

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

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

Purpose

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

Executive Order 13166, titled "Improving Access to Services for Persons with Limited English Proficiency," forbids funding recipients from "restrict(ing) an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program," or from "utilize(ing) criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or

national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects to individuals of a particular race, color, or national origin."

FTA Circular 4702.1B was developed by the Federal Transit Administration (FTA) and details the administrative and reporting requirements for recipients of FTA financial assistance to comply with Title VI and related executive orders including on LEP.

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

Contents

This plan contains:

A. A needs assessment based on the four-factor analysis

B. Language assistance measures

C. Staff training plan

D. Contractor training

E. Methods for notifying LEP persons about available language assistance

F. Methods for monitoring, evaluating and updating plan

A. LEP Needs Assessment – the Four-Factor Analysis

Determination of Need

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

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

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

NVTA used the American Community Survey (ACS) 5 Year survey data for 2013~~0~~-2017~~4~~ for Limited English Proficient (LEP) Populations in Napa County to estimate the number or proportion of LEP persons who might use or want to use NVTA's services.

The American Community Survey (ACS) 5 Year survey data identifies people who speak English "less than very well" as Limited English Proficient persons. The survey data is broken down by the languages spoken at home, and by ability to speak English, for persons five (5) years of age and older~~., with number and percentage broken out by county~~. For Napa County, the ACS data indicates that approximately ~~half~~ 35 percent of the residents identified as speaking a "language other than English~~".", and whose~~ For those whose primary language is categorized as "Spanish or Spanish Creole", approximately half were identified as speaking English "less than very well". The ACS study data also indicates that nearly 40% of ~~the~~ people whose primary language is Asian and Pacific Islanders in Napa County, speak English "less than very well".

Table 1: Language Spoken at Home

	% of Specified Language Speakers	Speak English Less than "Very Well"
Population 5 Years and Over	133,501	
English Only	65.3%	N/A
Language other than English	34.7%	15.1%
Spanish	27.1%	12.8%
Other Indo-European languages	2.5%	0.5%
Asian and Pacific Islander languages	4.9%	1.8%
Other Langague	0.3%	0.1%

~~2010-2014 American Community Survey~~	~~Total~~		~~Percent of specified language speakers~~	
			~~Speak English less than "very well"~~	
~~Language Spoken at Home~~	~~Estimate~~	~~Margin of Error~~	~~Estimate~~	~~Margin of Error~~
~~Population 5 years and over~~	~~131,368~~	~~+/-59~~	~~16.5%~~	~~+/-1.0~~
~~Speak only English~~	~~64.6%~~	~~+/-0.9~~	~~(X)~~	~~(X)~~
~~Speak a language other than English~~	~~35.4%~~	~~+/-0.9~~	~~16.3%~~	~~+/-0.7~~
~~Spanish or Spanish Creole~~	~~27.9%~~	~~+/-0.8~~	~~49.8%~~	~~+/-0.7~~
~~Other Indo-European languages~~	~~2.5%~~	~~+/-0.2~~	~~24%~~	~~+/-0.2~~
~~Asian and Pacific Island languages~~	~~4.7%~~	~~+/-0.3~~	~~-38.3%~~	~~+/-0.2~~
~~Other languages~~	~~0.3%~~	~~+/-0.1~~	~~33.3%~~	~~+/-0.1~~

- The ACS data above estimates the total population over the age of five ~~of the~~ in ~~NVTA~~ Napa County ~~service area to be~~: ~~142,456~~ 133,368

- The ACS data above estimates the total number of people who speak a language other than English in the NVTA Napa County service area is estimated to be: 46,~~508~~ 378 or ~~35.4~~34.7% of the population.

- The ACS data above estimates the total number of LEP persons (those who speak English less than "very well") in ~~the NVTA~~ Napa County ~~service area~~ is estimated to be: ~~21,443~~20,209 or ~~16.3~~15.1% of the population.

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

Statistical data regarding individual requests from LEP persons will be tracked as resources permit; however since several transit routes serve Napa County social service and non-profit agencies, it is likely that NVTA is providing services to many LEP individuals.

The main language spoken by LEP individuals within the NVTA service area is primarily Spanish and Filipino.

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

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

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

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

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

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

Opportunities for Improvement

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

Given that Filipino language falls within the federal "Safe Harbor" guidelines, NVTA is obligated to expand the translation of vital materials into Spanish and Filipino.

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

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

- ~~Take into consideration that, according to a local Filipino newspaper, Filipinos may prefer to read materials in English rather than Tagalog.~~
- Information in Spanish and Filipino and links for users about browser translation were included in on the new website. ~~Representing Google Translate options on the NVTA's websites in each respective language rather than listing them all in English. It should also be noted that FTA does not consider Google Translate as a sufficient translation tool for vital documents.~~
- ~~Locate the Google Translate tool on the NVTA websites in a more prominent location (currently located at the bottom right corner of each page).~~
- Translate more printed information disseminated to the public into more languages (currently only translated into Spanish).
- Advertise in more media outlets that target languages other than English and Spanish.
- Translate information about fare payment and pass sales into more languages or use symbols to illustrate key ideas.
- Improve communication with targeted organizations such as Community-Based Organizations (CBOs) to ensure that more LEP individuals participate in outreach efforts.
- Always ask the CBO about the language needs of their group so that the right staff is available that for translation.
- Plan annual outreach with Filipino-American Association of American Canyon that serves the Filipino community in American Canyon
- Provide more bus rider presentations to various organizations, such as CBOs.
- Increase outreach/marketing efforts to include social media and traditional media (in various languages) so that higher LEP participation for outreach events focused on accessing information can be achieved. The placement of traditional media at bus stops and on buses may be especially critical toward improving information accessibility.

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

NVTA makes every reasonable effort to communicate with LEP persons about available transit services, including providing the funding for translation of current services and bilingual

materials. ~~As resources permit,~~ In conjunction with NVTA's operator, NVTA will include training for all drivers on best practices for serving LEP individuals.

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

~~In an effort to better serve the transit service needs of its users, NVTA recently completed construction of its new Transit Center facility. The expanded facility will allow NVTA to better communicate its transit services and serve the needs of the traveling public, including those of LEP populations.~~

NVTA works with many advocacy groups serving LEP individuals to gain insight regarding their needs and concerns about local transit services. This includes Napa County Department of Health and Human Services, Community Action Napa Valley, ~~SOMOS Napa, Hispanic Network~~Puertas Abieratas, ~~Non-profit Coalition, and Legal Aid of Napa Valley~~ and UpValley Family Services. NVTA is continually exploring options for the best methods of delivering information and meeting the transit needs of all LEP persons and Napa County residents. NVTA ~~undertook significant Spanish-language outreach during its Agricultural Worker Vanpool Program and~~ continues to expand community outreach efforts agency-wide.

B. Language Assistance Measures

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

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

- System maps and riders guides are printed in both English and Spanish.

C. Staff Training

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

D. Contractor Training

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

E. Notice to LEP Persons about Available Language Assistance

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

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

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

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

- Provide complaint forms in multiple languages.
- Increased use of universal pictograms or other symbols at bus stops or on buses.
- Increased translations of documents.

- Conduct more language-specific outreach beyond focus groups associated with the development of this plan.

- Provide a short survey regarding LEP needs on buses in various languages for LEP individuals who cannot make it to outreach meetings, where these individuals can voice their concerns and opinions directly to NVTA.

F. Monitoring, Evaluating and Updating Plan

NVTA staff will review this plan annually, including:

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

- Reviewing current sources for assistance to ensure continuing availability, and

- Reviewing any complaints, comments and suggestions from LEP persons, or agencies serving LEP populations, received during the past year.

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

G. Dissemination of Plan

This plan is available on the NVTA website's at www.nvta.ca.gov and www.vinetransit.com

This plan is also available at no cost in English, Spanish, or Filipino upon request by telephone, fax, U.S. Postal Service mail, e-mail, or in person at the NVTA's office.

H. Contact Information

Questions or comments about this plan may be submitted to:

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

Published: -------, 2019~~6~~

NAPA VALLEY TRANSPORTATION AUTHORITY

Title VI/Environmental Justice/Public Participation Plan

~~September~~ November 201~~9~~6

Also available in Spanish and Filipino

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

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EXECUTIVE SUMMARY

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

Multicultural outreach and environmental justice initiatives are founded on the recognition of a community's cultural and economic diversity, as well as the awareness that some groups have not always enjoyed equal access to information, services, or other resources. Recent U.S. Census reports[1] indicate that Napa County fares better than many parts of the state: average rates of poverty in Napa County are below state averages, and average income is higher than the state average. However, these assessments cannot take into account the many cultural and economic challenges with which some individuals and groups are faced. As in other parts of California, the ethnic composition of Napa County is changing. Once predominantly Caucasian, the population of Hispanic or Latino residents has grown considerably in the last decade. Populations of Asian, African-American, Indo-European, Pacific Islander and Middle-Eastern people have also grown.

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

[1] U.S. Census, American Communities Survey 2014~~0~~-2017~~4~~ Estimates,

1. INTRODUCTION

NVTA serves as the congestion management agency and public transit provider for the jurisdictions within Napa County, one of the nine Bay Area counties within Metropolitan Transportation Commission (MTC) region. According to 2017~~5~~ population estimates, nearly ~~142,500~~141,000 people reside on the roughly 740 square miles of land in Napa County. Land types include a mixture of smaller, rural communities and agricultural land. NVTA provides services to a diverse group of stakeholders, with a mixture of English and non-English speakers from a variety of cultural and socioeconomic backgrounds. The NVTA makes every reasonable effort to address the needs of all stakeholders by providing equal access and opportunities for ongoing involvement and participation in its operations.

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

A. PURPOSE OF THE PUBLIC PARTICIPATION PLAN

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

B. SUMMARY OF PLAN DEVELOPMENT

To assist in the preparation of this report, NVTA conducted interviews with agency staff to gain an understanding of how inclusivity is currently incorporated in the planning process. This effort also included an attempt to thoroughly account for all minority and low-income populations served by NVTA. As described in the 2019~~7~~ Language Assistance Plan developed by NVTA Appendix 1the agency plans to conduct training with operations, customer service, and dispatch staff in the future.

2. NAPA COUNTY PROFILE

A. COMMUNITIES

NVTA serves all of Napa County. This includes connections to portions of Solano County (Fairfield, Suisun, and Vallejo) and the BART Station in the City of El Cerrito.~~-~~ According to the 2017~~2~~ American Community Survey (ACS) 5-Year Estimates figures for Napa County, the total population was estimated to be ~~139,253~~141,000 residents. The City of Napa has the largest

population, followed by the cities of American Canyon, St. Helena, Calistoga and Yountville respectively.

In addition to the five incorporated cities and town listed above, there are several unincorporated communities within Napa County whose residents also depend on NVTA to meet their many and diverse transportation needs:

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

B. DEMOGRAPHICS

NVTA reviewed Census maps and data for Napa County in order to establish context for this PPP. According to the data available, the majority of Napa County residents identify themselves as Caucasian. A significant percentage of the local population identified as Hispanic or Latino, with a smaller number of respondents identifying as Asian, African American, or more than one race. According to a recent study[2], "immigrants are contributing to very rapid demographic change in Napa County, particularly in the urban areas in southern Napa County and Calistoga. This demographic shift is most evident in the student and young working-adult populations." Approximately 33% of Napa County residents identify themselves as Hispanic or Latino, and another 7.4% identify as Asian. Small enclaves of ethnically and culturally-diverse groups, such as Sikhs, Filipinos, and Native Americans live within NVTA's service area, in addition to a significant population of year-round agricultural workers. Given the predominance of undocumented immigrants working in agricultural labor as well as the use of contract firms based outside of Napa County, these numbers may underestimate the actual number of minority populations residing and working in Napa County.

A breakdown of the racial demographics in Napa County, as measured during the 2010-2014 American Community Survey 5-Year Estimates, are shown in **Table 1** below:

[2] "Profiles of Immigrants in Napa County", Migration Policy Institute, May 2012, www.migrationpolicy.org/pubs/napa-profile

Table 1: Racial Demographics in Napa County

	Number	Percentage (%)
Total Population	**141,005**	
One Race	135,672	96.2%
White	102,418	72.6%
Black of African American	2,998	2.1%
American Indian or Alaska Native	1,236	0.9%
Asian	11,150	7.9%
Native Hawaiian or Other Pacific	297	0.2%
Other One Race	17,573	12.5%
Two or More Races	5,333	3.8%
Hispanic or Latino (of any Race)	47,547	33.7%

~~**Total Population**~~	~~139,253~~	
~~**One Race**~~	~~134,303~~	~~96.4%~~
~~**White**~~	~~107,543~~	~~77.2%~~
~~**Black or African American**~~	~~2,992~~	~~2.1%~~
~~**American Indian or Alaska Native**~~	~~696~~	~~0.5%~~
~~**Asian**~~	~~10,362~~	~~7.4%~~
~~**Native Hawaiian or Other Pacific**~~	~~356~~	~~0.3%~~
~~**Two or more Races**~~	~~4,950~~	~~3.6%~~
~~**Hispanic or Latino (of any race)**~~	~~45,937~~	~~33.0%~~

(Source: US Census, 2014~~0~~-2017~~4~~ Napa County Demographic and Housing Estimates)

Outside of the Napa County service area, Hispanic or Latino peoples comprise approximately 27~~26~~% of the population in the Solano County cities of Fairfield and Suisun.

C. LANGUAGE

In Napa County, approximately 85~~4~~% of the population speaks English “very well” according to U.S. Census standards. This figure includes both native English speakers and speakers of multiple languages. Of the total population, 35% of all people speak a language other than English. Approximately half of those people, or 15~~7~~%, are considered to speak English “less than very well.” These communities are the focus of this study. **Table 2** shows a numerical breakdown of languages spoken at home in Napa County.

Table 2: Language Spoken at Home in Napa County

Category	Percentage (%)
Speak English Very Well	84.9%
Speak English Less Than Very Well	15.1%
Speak only English	65.3%
Speak a language other than English	34.7%
Spanish or Spanish Creole	27.1%
Other Indo-European languages	2.5%
Asian and Pacific Island languages	4.9%
Other languages	0.3%

~~Speak English Very Well~~	~~84%~~
~~Speak English Less Than Very Well~~	~~16%~~
~~Speak only English~~	~~64.6%~~
~~Speak a language other than English~~	~~35.4%~~
~~Spanish or Spanish Creole~~	~~27.9%~~
~~Other Indo-European languages~~	~~2.5%~~
~~Asian and Pacific Island languages~~	~~4.7%~~
~~Other languages~~	~~0.3%~~

(Source: US Census Bureau, American Community Survey 2014~~0~~-2017~~4~~, Napa County)

Please see the NVTA's 2019~~7~~ Language Assistance Plan for Limited English Proficient (LEP) Populations ~~(~~Appendix 1 for more information.

D. ECONOMIC CHARACTERISTICS

The U.S. Census Bureau studied labor patterns in Napa County between 2014~~0~~ and 2017~~4~~. According to this study, there are approximately ~~67,310~~71,110 ~~people~~ employed people in Napa County. Of these workers, 1.4~~0~~% were identified as relying on public transportation to commute to work. This figure is below the state's average of 5.2%, and may represent an opportunity for NVTA to increase its transit ridership.

There are approximately 49,~~630~~ 044 households in Napa County. An analysis of income per household is presented in **Table 3**.

Table 3: Household Income in Napa County

Total Households	Number	Percentage (%)
Less than $10,000	1,581	3.2%
$10,000 to $14,999	1,880	3.8%
$15,000 to $24,999	3,182	6.5%
$25,000 to $34,999	3,309	6.7%
$35,000 to $49,999	5,463	11.1%
$50,000 to $74,999	7,911	16.1%
$75,000 to $99,999	6,375	13.0%
$100,000 to $149,999	8,766	17.9%
$150,000 to $199,999	4,705	9.6%
$200,000 or more	5,872	12.0%

~~Total Households~~	~~49,631~~	
~~Less than $10,000~~	~~1,714~~	~~3.5%~~
~~$10,000 to $14,999~~	~~2,105~~	~~4.2%~~
~~$15,000 to $24,999~~	~~4,134~~	~~8.3%~~
~~$25,000 to $34,999~~	~~3,727~~	~~7.5%~~
~~$35,000 to $49,999~~	~~6,250~~	~~12.6%~~
~~$50,000 to $74,999~~	~~8,199~~	~~16.5%~~
~~$75,000 to $99,999~~	~~6,723~~	~~13.5%~~
~~$100,000 to $149,999~~	~~8,724~~	~~17.6%~~
~~$150,000 to $199,999~~	~~3,690~~	~~7.4%~~
~~$200,000 or more~~	~~4,365~~	~~8.8%~~

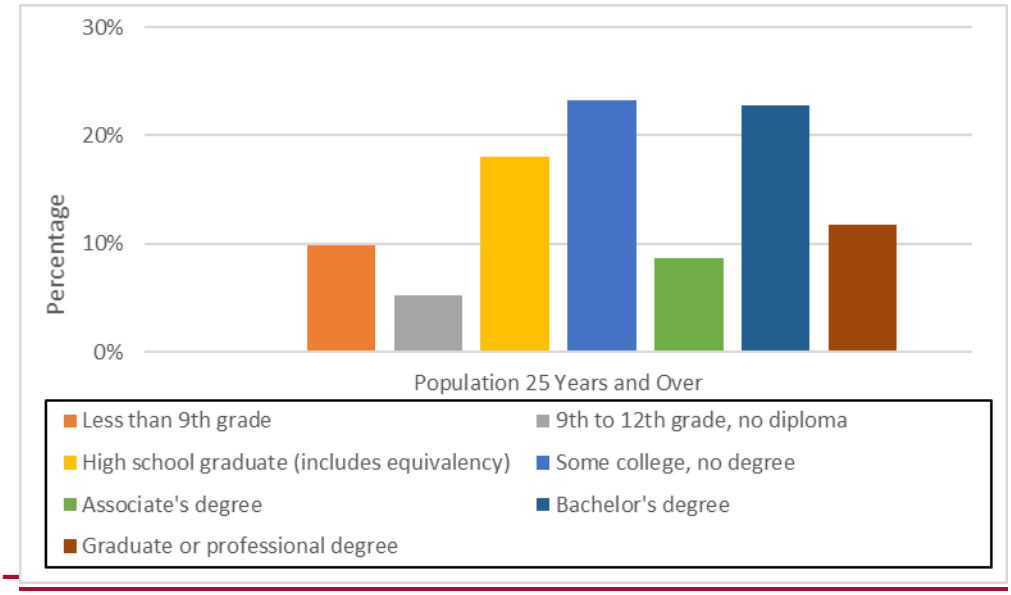
(Source: US Census Bureau, American Community Survey 201~~4~~0-201~~7~~4, Napa County)

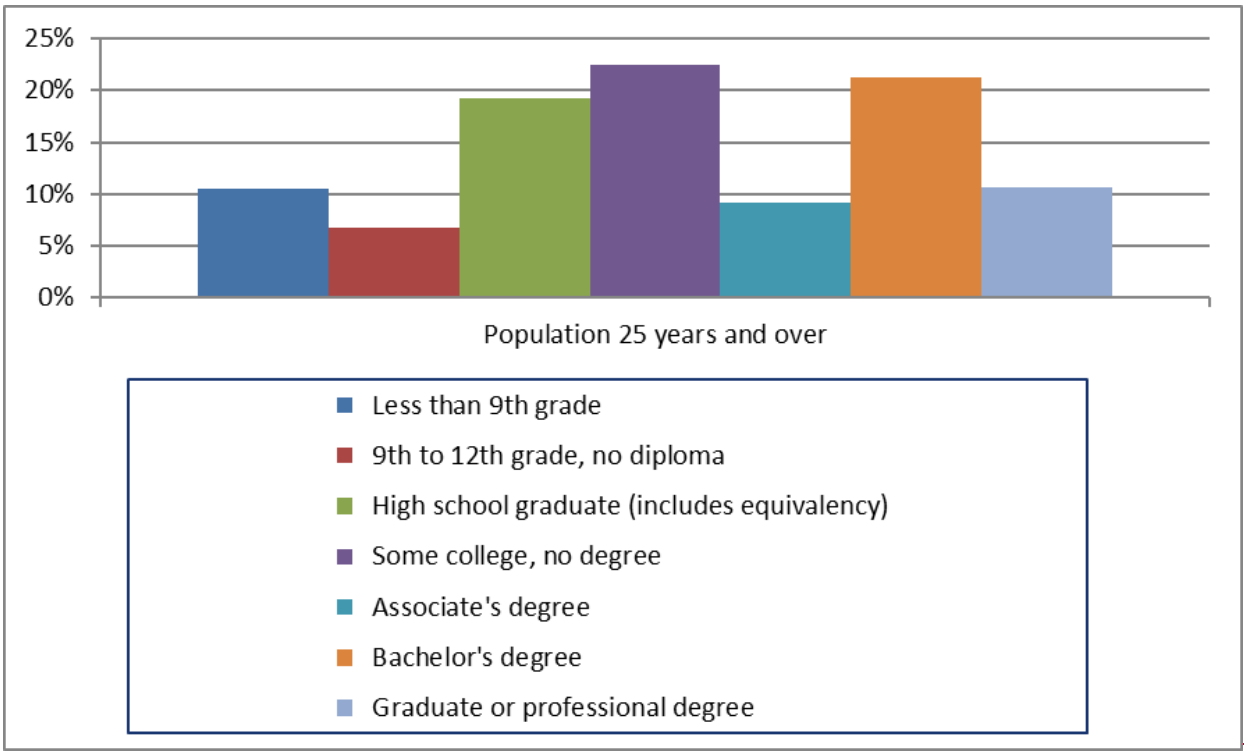
Napa County has an ~~average (mean)~~median income of $~~92,291~~79,637, which is ~~nearly~~ around $~~5~~12,000 higher than the state average of $~~87,087~~67,169. Also, the rate of poverty, i.e. the percentage of total families with an income below thresholds that vary by family size and composition, is ~~5~~7.3%. This figure is below the California average of ~~12.3~~11.1% of all families.

E. TRADITIONALLY UNDERSERVED COMMUNITIES

To determine which communities qualify for consideration as low-income and minority populations, NVTA analyzed U.S. Census Data and established partnerships with local community-based organizations and city and county agencies that serve these populations. NVTA acknowledges that sub-groups exist within traditionally underrepresented ethnic and income groups (e.g. individuals who are mentally or physically handicapped or homeless, etc.) and makes a reasonable effort to serve those sub-groups, as resources and staff permit. Agricultural laborers in Napa County are reported to have lower levels of formal education, as well as limited English proficiency and other cultural and socio-economic barriers that may prohibit access to information and services. **Figure 1** shows the education level of Napa County workers using the five year estimates 201~~4~~0-201~~7~~4 ACS data

Figure 12: Napa County Education Level





Source: ACS (http://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml)

3. OPPORTUNITIES AND CHALLENGES FOR PUBLIC PARTICIPATION

A. INTRODUCTION

The NVTA faces a wide range of socio-economic challenges and ethnicity-based differences in meeting the needs of Napa County residents and visitors classified under Title VI regulations. Napa County's unique agricultural heritage and reputation attract people from every part of the world. Napa County is becoming more ethnically diverse and beginning to more closely reflect regional population patterns. Many people in Napa County are employed in the wine and hospitality industries, including many agricultural laborers. The interconnections that exist between industries in Napa County, such as between the wine and hospitality industries, also extend to, and have economic impacts on, other businesses and residents of Napa County. The wine industry continues to use an increasing amount of contract labor from third parties outside Napa, which is not reflected in the U.S. Census Bureau statistics for the area or their estimates for reliance on public transportation by this segment of the population.

B. TARGET POPULATION AND NEEDS

Vineyard workers in Napa County have been identified as predominantly Hispanic or Latino and relatively young. Along with their extended families, these laborers represent a growing audience for the NVTA's Title VI community outreach efforts. Farmworker Housing Centers, churches, schools and community organizations serving the local Hispanic or Latino community, are provided with copies of translated NVTA materials and information on how to access

Spanish-speaking staff or translators. Ongoing outreach to other ethnically, culturally or economically-disadvantaged groups throughout Napa County is maintained through regular contact with representatives from community based organizations (CBOs) and local agencies that serve these populations. Specific methods used for outreach to LEP individuals are also outlined in NVTA's 2019~~7~~ Plan for Language Assistance Appendix 1.

Several current studies[3] indicate that the average age of employees outside of agriculture, both in and out of Napa County, is shifting to relatively older workers. This is particularly true for many hospitality industry employees. Napa County has a significant senior population, many of whom live on fixed incomes and have limited access to transportation due to economic, geographic, or physical limitations.

C. PARTNERSHIPS WITH COMMUNITY BASED ORGANIZATIONS (CBOs)

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

D. TRANSLATION AND INTERPRETIVE SERVICES

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

4. PUBLIC PARTICIPATION STRATEGIES

A. INTRODUCTION

Effective public participation strategies utilize a variety of methods to engage the greatest number of people. NVTA continually strives to meet this strategic objective with existing staff and other resources. The following factors guide NVTA staff in the design and implementation of public participation strategies:

- Size and/or scale of the plan or project (regional or county-wide, neighborhood level, etc.)

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

- Level of potential impacts, including social, economic and environmental impacts

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

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

- Implementing the language assistance measures outlined in the 2019~~7~~ NVTA Plan for LEP Populations (Appendix 1)
- Translation of NVTA key website pages, documents and reports
    - Information in Spanish and Filipino and links for users about browser translation were ~~Google Translate was~~ offered ~~for a website translations~~ on the website
- Making translators available at public meetings and events
    - NVTA brought a Spanish-speaking employee to events targeting Spanish-speaking audiences and two members of the NVTA Board of Directors are fluent Spanish speakers who offered translation as necessary at Board meetings.
- Using translation services for responses to individual public requests and service inquiries
- Including contact information for translation requests on all printed material
- Use of local bilingual radio, television and newspaper advertising
    - NVTA advertised in a Voz Bilingual newspaper for large public meetings
- Distribution of translated or bilingual collateral materials to local CBOs and community agencies
- Use of social media tools and resources
    - NVTA had active Facebook, Instagram and Twitter accounts
- Participation in local community events
- Hosting of public meetings at appropriate community venues

C. RECOMMENDED STRATEGIES

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

- Continued implementation of the 2019~~7~~ NVTA Plan for LEP Populations and training for NVTA operations, driver and customer service staff on key plan components

- Expanded use of local and regional bilingual radio, television and newspaper advertising
- Continued use of translators and translated materials
- Expansion and continued use of the NVTA's contact database of CBO and other community-focused organizations to maintain open communication, provide input and receive feedback
- Increased use of graphic signage and visually enhanced materials
- Increased use of website applications, posting of website notices and links to information
- Continued posting and distribution to local CBOs, churches, schools, libraries, cultural and community centers and service agency representatives of bilingual flyers, postcards and brochures
- Increased participation in community events
- Continued hosting of public meetings

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

5. PERFORMANCE METRICS AND GOALS

A. MONITORING AND RECORDING

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

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

- Regular updates to contacts in the community partners database and outreach to low-income, minority and LEP individuals
    - NVTA currently communicates, collaborates, and coordinates with a host of social service organizations in Napa County including:
        - Queens Carriage, Queen of the Valley Hospital, Napa CA
        - Molly's Angels, non-profit volunteers, Napa CA
        - Adult Day Services, day program center in Napa CA
        - Napa Valley Support Services, day program center & employer, Napa CA
        - Davila Dialysis, Napa CA
        - Napa Valley Dialysis Center, Napa CA
        - PSI, work center for disabled individuals, Napa CA
        - CARE, support network for Queen of the Valley Hospital, Napa CA
        - Napa Valley Family Services, Napa CA
        - Napa Valley Community Housing, Napa CA

        - Vine Village, day program, Napa CA
        - Napa Valley Volunteer Center, Napa CA
        - Clinic Ole ~~& Sister Mary Ann's~~, low income medical clinic, Napa & Calistoga, CA
        - ~~St. Helena Hospital, Deer Park CA~~
        - Napa Senior Center, Napa CA
        - ~~Golden Living Center, nursing home, Napa CA~~
        - Napa ~~Nursing~~ Valley Care Center, nursing home, Napa CA
        - American Cancer Society, Napa CA
        - North Bay Regional Center (NBRC), Napa CA
        - Napa County HHSA, Napa CA
        - Department of Rehabilitation, Napa CA
        - Napa Valley Unifed School District, Napa CA
        - Napa Valley Low Vision Support Group, Napa CA
        - Womens Center of St. Helena, St. Helena CA
        - Aldea, family services, Napa CA
        - Napa County Public Authority, In-Home Supportive Services, Napa CA
        - Napa Valley College, adaptive PE classes, Napa CA
- Tracking the number and percentage of comments or feedback received in languages other than English
    - NVTA ~~has been tracking~~tracks all inquiries, comments, and complaints and since 2018 has been using a customer service program called HappyFox for this purpose. ~~beginning in FY 2016-2017. Prior to that point, NVTA was only tracking service and shelter requests. There have been 23 submissions in FY 2016-2017 so far and an additional 305 submissions in 2015-2016. Of all of the submissions between FY 2015-2017, only six were in Spanish.~~ In 2017, NVTA received 135 submissions, 144 submissions in 2018 and in 2019 through October 15, 2019 a total of 155 submissions. The physical comment cards are available in Spanish, and there is the option to submit online in Spanish. All submission received were translated into English and responses were given in Spanish as long as contact information was provided. Off all of the submissions over period January 1, 2017 to October 15, 2019, only 13 were in Spanish and none in Filipino.
- Tracking the number and type of Title VI public complaints that the NVTA staff receive via phone, email and in-person visits

B. PUBLIC PARTICIPATION OUTCOMES

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

As NVTA increases its efforts to solicit involvement from these Title VI-qualifying communities, the agency hopes to see increased engagement from diverse community members. Ongoing engagement and participation will foster a two-way dialogue between transit providers and transit users, leading to improved efficiency and service. NVTA will be able to better serve its customers and its customers will realize greater benefits from the use of NVTA's services.

TITLE VI Compliant Form

(Also available in Spanish and Filipino languages)

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

Title 42 U.S.C. Section 2000d

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

Complete this form and return to:

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

Complainant's Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Telephone (Home): _____ (Work): _____

Person(s) discriminated against (if other than complainant)

Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Telephone (Home): _____ (Work): _____

What is the discrimination based on?

☐ Race/Color ☐ National Origin

Date of the alleged discrimination: Location:

Agency or person that who was responsible for alleged discrimination:

Describe the alleged Discrimination. Explain what happened and whom you believe was responsible (for additional space, attach additional sheets of paper to this form.

List names and contact information of persons who may have knowledge of the alleged discrimination.

How can this complaint be resolved? How can the problem be corrected?

Please sign and date. The complaint will not be accepted if it is has not been signed. You may attach any written materials or other supporting information that you think is relevant to your compliant.

Signature Date

TITULO VI Form Para sa Reklamo

(Mababasa rin sa wikang Espanyol at Filipino)

Isinasaad ng Titulo VI ng Batas sa Karapatang Sibil (Civil Rights Act) ng 1964 na "Walang sinuman sa Estados Unidos ang, sa batayan ng lahi, kulay, o bansang pinagmulan, ang hindi isasama sa pakikilahok sa, tatanggihan ng mga benepisyo, o mapapasailalim sa diskriminasyon sa ilalim ng anumang programa o aktibidad na tumatanggap ng pinansyal na tulong mula sa Pederal."

Titulo 42 U.S.C. Seksyon 2000d

Mangyaring ibigay ang sumusunod na impormasyon na kinakailangan upang maproseso ang iyong reklamo. Dapat ihain ang isang pormal na reklamo sa loob ng 180 araw mula sa kaganapan ng sinasabing pagkilos na nandidiskrimina. Makakakuha ng tulong kapag hiniling. Mangyaring makipag-ugnayan sa NVTA sa (707) 259-8631.

Kumpletuhin ang form na ito at ibalik sa:

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

Pangalan ng Nagrereklamo:

Address: Lungsod:

Estado: Zip Code:

Telepono (Bahay): (Trabaho):

(Mga) taong nadiskrimina (kung maliban sa nagrereklamo)

Pangalan:

Address: Lungsod:

Estado: Zip Code:

Telepono (Bahay): (Trabaho):

Saan nakabatay ang diskriminasyon?

☐ Lahi/Kulay ☐ Bansang Pinagmulan

Petsa ng sinasabing diskriminasyon: Lokasyon:

Ahensya o tao na responsable sa sinasabing diskriminasyon:

Ilarawan ang sinasabing Diskriminasyon. Ipaliwanag kung ano ang nangyari at sino sa tingin mo ang responsable (para sa karagdagang espasyo, maglakip ng karagdagang papel sa form na ito.

Ilista ang mga pangalan at impormasyon sa pakikipag-ugnayan ng mga taong maaaring may alam tungkol sa sinasabing diskriminasyon.

Paano malulutas ang reklamong ito? Paano maiwawasto ang problema?

Mangyaring pirmahan at lagyan ng petsa. Hindi tatanggapin ang reklamo kung hindi ito napirmahan. Maaari kang maglakip ng anumang mga nakasulat na materyales o iba pang pansuportang impormasyon na sa tingin mo ay may kaugnayan sa iyong reklamo.

Lagda Petsa

TITLE VI Formulario De Queja

(También disponible en ingles and filipino)

Título VI del Acto de Derechos Civiles de 1964 declara "ninguna persona en los Estados Unidos, con base en su raza, color, u origen nacional, será excluida de participar, negada beneficios, o sujeta a discriminación en cualquier programa o actividad que reciba ayuda financiera federal".

Title 42 U.S.C. Section 2000d

Por favor, proporcione la siguiente información necesaria para procesar su queja. Una queja formal debe ser presentada dentro de los 180 días de la ocurrencia del supuesto acto discriminatorio. Asistencia disponible bajo petición. Por favor contactar a NVTA al (707) 259-8631.

Complete este formulario y regrese a:

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

Nombre de la persona que presenta la queja:

Dirección: Ciudad:

Estado: Código Postal:

Teléfono (Casa): (Trabajo):

Persona que sufrió la discriminación (en caso de no ser la misma que presenta la queja):

Nombre:

Dirección : Ciudad:

Estado: Código Postal:

Teléfono (Casa): (Trabajo):

¿En qué se basa la discriminación?

☐ Raza/Color ☐ País de origen

Fecha de la presunta discriminación: Ubicación:

Agencia o persona que fue responsable de la presunta discriminación:

Describa la supuesta discriminación. Explique qué sucedió y quién cree usted que fue responsable. (Para espacio adicional, adjunte hojas de papel adicionales a este formulario).

Enumere los nombres y la información de contacto de las personas que puedan tener conocimiento de la supuesta discriminación.

¿Cómo puede resolverse esta queja? ¿Cómo se puede corregir el problema?

Por favor firme y feche. La queja no será aceptada si no ha sido firmada. Puede adjuntar cualquier material escrito u otra información de apoyo que considere relevante para su cumplimiento.

Firma Fecha

Systemwide Title VI Service Standards and Policies

In preparation for the Title VI update, the Napa Valley Transportation Authority is required to adopt and then apply Vine Transit's Systemwide Service Standards and Policies to fixed route service. Some of these standards and policies already exist; some need updating, and some need creating. This document establishes standards to be used in the 2019~~97~~ Title VI Plan and will supersede those previously adopted. The required Title IV standards are:

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

- System-wide Service Policies
  a. Vehicle Assignment
  b. Transit Amenities

Systemwide Service Standards

Vehicle Load Factor is described as follows by FTA Circular 4702.1B:

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

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

> **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.

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

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

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

Vine Routes 1 – 8 provide service to the residents of the City of Napa. The majority of these routes are deployed in one way loops creating a coverage based system ensuring that most residents are within walking distance of fixed route transit. On weekdays Routes 2 – 5, 7, and 8 operate on half hourly headways while the Routes 1 and 6 run every forty-five minutes. On Saturdays all local routes run every forty-five minutes with no service on Sundays. NVTA is planning changes on the local Vine routes, currently 1-8, in January 2020. The new routes will be renamed routes A through H and the routes will be more bidirectional in nature. These changes are the result of a three year Comprehensive Operational Analysis (COA) that evaluated the transit system using projections on ridership demand, geographic and changes and advances in technology. A Title VI analysis was performed on these route changes prior to implementation.

Vine intercity Routes 10 and 11 operates between the communities in the County of Napa as well as the City of Vallejo. The Route 10 runs from the City of Calistoga in northern Napa County to the Napa Valley College (NVC) campus in the south part of the City of Napa. The Route 11 runs from the Redwood Park and Ride Lot in the northern part of the City of Napa to the City of Vallejo serving the Vallejo Ferry Terminal, the Vallejo Transit Center in downtown, and Kaiser Vallejo. These routes intersect in the City of Napa along the main corridors of Soscol Avenue and Trancas Street. Each service runs on hourly headways but Route 10 and 11 schedules are staggered in order to operate at a minimum of half hour frequencies between Napa Valley College and Redwood Park and Ride during peak periods. Service is provided Sunday through Saturday with more limited service on the weekends. In 2019, the Vine also introduced the express routes 10X and 11X which travel the same corridor with fewer stops during commute hours on the weekdays.

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

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

particular route or line within the standard must be calculated and measured against the level of performance for the system.

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

Current Standard: Vine Transit has an adopted on-time performance goal of 90 percent. On-time performance is tracked and included within monthly performance reports to the Vine Transit's Board of Directors.

Service Availability is described as follows by FTA Circular 4702.1B:

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

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

Systemwide Service Policies

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

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

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

Vine Transit currently has four (4) general types of fixed-route buses in the fleet, all of which are maintained to the same strict standards:

- 28-foot medium-duty transit buses
- 30-foot heavy-duty transit buses
- 35-foot heavy-duty transit buses

- ~~40~~-foot heavy-duty transit buses

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

Transit Amenities are described as follows by FTA Circular 4702.1B:

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

Proposed Policy: Transit amenities are distributed on a system-wide basis. Transit amenities include shelters, benches, and real time signage. The location of transit amenities is determined by factors such as ridership, individual requests, staff recommendations, and vendor preference (in the case of shelters which feature advertisements).

NVTA

NAPA VALLEY TRANSPORTATION AUTHORITY

Napa County Short Range Transit Plan

FY 2016-2026

VINE

Chapter 3: Goals, Objectives, & Standards

1.1 Process for Establishing, Reviewing, and Updating Goals, Objectives, and Standards

Goals, objectives, and standards for Vine fixed route, VineGo paratransit, and NVTA's community shuttles are reviewed on an annual basis, in conjunction with updating the Short Range Transit Plan. Goals and objectives as stated in the short range transit plan provide the agency with a concrete and consistent direction of operating and improving upon its transit services.

Performance against adopted service standards is evaluated on a quarterly and annual basis. This review allows planning staff to react to poor performance and develop an action plan to remediate any deficiencies. Monthly reports are also produced to measure performance of the system to help staff and board members make informed decisions. These reports do not cover all standards set forth in this SRTP; however they do cover the key performance indicators as outlined in Chapter 2.

1.2 Napa Valley Transportation Authority Goals

NVTA staff has developed the following goals:

1. Provide high-quality transit services.
2. Operate safe, comfortable, and reliable services.
3. Efficiently use NVTA resources.
4. Be a forward-thinking organization meeting the needs of an evolving and diverse community.

1.3 Napa Valley Transportation Authority Objectives

The sixteen (16) objectives below were developed to support the achievement of the goals stated in the previous section. NVTA has elected to present them as a group, rather than listing specific objectives under each goal recognizing that an individual objective can correlate to multiple goals. NVTA's objectives for planning, funding, and delivery of Vine services as part of a multi-modal transportation system in the County of Napa are:

Objective 1: Provide transit services that are cost-efficient.

Objective 2: Provide transit services that are reliable.

Objective 3: Provide transit services that are safe and secure.

Objective 4: Provide transit services that are convenient.

Objective 5: Provide transit services that are comfortable.

Objective 6: Provide transit services that are an attractive option for individuals who have other transportation mode options available to them.

Objective 7: Design service to better coordinate with other operators inside and outside of Napa County

Objective 8: Deploy all services in the most efficient manner possible.

Objective 9: Maintain fleet and facilities in a constant state of good repair.

Objective 10: Strive to replace fleet vehicles at the end of their useful life.

Objective 11: Attempt to utilize alternative fuel vehicles where financially and operationally feasible.

Objective 12: Monitor financial and performance data on a monthly, quarterly, and annual basis.

Objective 13: Ensure compliance with all local, state, and federal regulations.

Objective 14: Ensure the consideration of transit needs in all local land use decisions.

Objective 15: Promote partnerships with other organizations to support common interests and goals.

Objective 16: Promote public participation in service planning decisions.

1.4 Napa Valley Transportation Authority Measures and Performance Standards

The following tables will outline what goals NVTA's measures and performance standards fall under and which objective or objectives they coincide with. The performance standards consist of both qualitative and quantitative definitions of acceptable performance. Actual performance is measured against these standards on a monthly, quarterly, and annual basis. This amount of review allows staff to be more proactive in ensuring the Vine services are operating at maximum efficiency.

1.4.1 Goal 1 – Provide High Quality Transit Services

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

Table 3-1: Goal 1 Performance Measures & Standards

Measure	Standard	Objective(s)
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	2, 3, 4, 5, 6, 7, 8, 12, 15, & 16
Passengers per Revenue Vehicle Hour	**Fixed Route:** Greater than 80% of system average **Paratransit:** Greater than 2.0 **Community Shuttles:** Greater than 4.0	2, 3, 4, 5, 6, 7, 8, 12, 15, & 16
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.	2, 3, 4, 5, 6, 7, 8, 12, 15, & 16
Percent Missed Trips per Trip Miles	**Fixed Route:** Less than .01% **Paratransit:** 0% **Community Shuttles:** Less than .01%	2, 3, 4, 5, 6, 7, 8, 15, & 16
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.	2, 4, 6, & 12
Passenger Injuries	**All Modes:** Less than 1 per 100,000 passenger trips	3, 9, & 10
Preventable Accidents	**All Modes:** Less than 1 per 100,000 revenue miles	3, 9, & 10
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	2, 3, 4, 5, 6, 7, 9, 14, 15, & 16
Percent of Trips Denied	**Paratransit:** 0%	2, 4, 7, 8, & 16

Measure	Standard	Objective(s)
Cleanliness of Buses	Interiors and exteriors cleaned daily	2, 3, 5, 6, & 9
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.	1, 2, 3, 4, 5, 6, 8, & 16
Frequency of Service	**Fixed Route:** Frequency of service should never be more than one bus per hour for local and intercity buses. Commuter service frequency should never be more than one bus per one and half hours. System average should be 45 minutes or less.	1, 2, 4, 5, 6, 7, 8, & 16
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.	2, 3, 4, 5, 6, 9, & 16
Bus Stop Amenities	Stops which average 50 or more riders a day should have a shelter installed if feasible.	3, 4, 5, 6, & 8
Trip length	**Paratransit:** Trips should not exceed 1.25 times that of an equivalent trip on fixed route transit.	2, 4, 5, 6, & 8

1.4.2 Goal 2 – Operate Safe, Reliable, and Comfortable Service

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

Table 3-2: Goal 2 Performance Measures & Standards

Measure	Standard	Objective(s)
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.	1, 2, 3, 5, 8, 9, 10, & 13
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.	1, 2, 3, 5, 8, 9, 10, & 13
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.	2, 4, 6, & 12
Passenger Injuries	**All Modes:** Less than 1 per 100,000 passenger trips	3, 9, & 10
Preventable Accidents	**All Modes:** Less than 1 per 100,000 revenue miles	3, 9, & 10
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	2, 3, 4, 5, 6, 7, 9, 14, 15, & 16
Percent of Trips Denied	**Paratransit:** 0%	2, 4, 7, 8, & 16
Cleanliness of Buses	**All Modes:** Interiors and exteriors cleaned daily	2, 3, 5, 6, & 9
Percent Missed Trips per Trip Miles	**Fixed Route:** Less than .01% **Paratransit:** 0% **Community Shuttles:** Less than .01%	2, 3, 4, 5, 6, 7, 8, 15, & 16
Preventative Maintenance Work Completed On-Time	Greater than 99%	1, 2, 3, 5, 8, 9, 10, & 13
Vehicle Service Miles Between Road Calls	Greater than 25,000 miles	1, 2, 3, 5, 8, 9, 10, & 13

Measure	Standard	Objective(s)
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.	2, 3, 4, 5, 6, 7, 8, 15, & 16
Frequency of Service	**Fixed Route:** Frequency of service should never be more than one bus per hour for local and intercity buses. Commuter service frequency should never be more than one bus per one and half hours. System average should be 45 minutes or less.	1, 2, 4, 5, 6, 7, 8, & 16
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	2, 3, 4, 5, 6, 9, & 16
Bus Stop Amenities	Stops which average 50 or more riders a day should have a shelter installed if feasible.	3, 4, 5, 6, & 8
Trip length	**Paratransit:** Trips should not exceed 1.25 times that of an equivalent trip on fixed route transit.	2, 4, 5, 6, & 8

1.4.3 Goal 3 – 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.

Table 3-3: Goal 3 Performance Measures & Standards

Measure	Standard	Objective(s)
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	2, 3, 4, 5, 6, 7, 8, 12, 15, & 16
Passengers per Revenue Vehicle Hour	**Fixed Route:** Greater than 80% of system average **Paratransit:** Greater than 2.0 **Community Shuttles:** Greater than 4.0	2, 3, 4, 5, 6, 7, 8, 12, 15, & 16
Subsidy per Passenger	**Fixed Route:** At or less than $6.50 **Paratransit:** At or less than $40 **Community Shuttles:** At or less than $15	1, 8, & 12
Operating Cost per Service Hour	**Fixed Route:** At or less than $60	1, 8, & 12
Operating Cost per Revenue Hour	**Paratransit:** At or less than $90 **Community Shuttles:**	1, 8, & 12
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	1, 8, & 12
Farebox Recovery Ratio	**Fixed Route:** Meet or exceed 15%. **Paratransit:** Meet or exceed 10%. **Community Shuttles:** Meet or exceed 10%.	1, 6, 7, 8, 12, & 14
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.	2, 3, 4, 5, 6, 7, 8, 15, & 16
Percent Missed Trips per Trip Miles	**Fixed Route:** Less than .01% **Paratransit:** 0%	2, 3, 4, 5, 6, 7, 8, 15, & 16

Measure	Standard	Objective(s)
	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.	2, 4, 6, & 12
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	2, 3, 4, 5, 6, 7, 9, 14, 15, & 16
Percent of Trips Denied	**Paratransit:** 0%	2, 4, 7, 8, & 16
Stop Spacing	Stops should be spaced no closer than 1-4 of a mile and no further than 1-3 of a mile unless infrastructure constraints are present.	1, 4, 6, 7, 8, & 14
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.	1, 2, 3, 4, 5, 6, 8, & 16
Frequency of Service	**Fixed Route:** Frequency of service should never be more than one bus per hour for local and intercity buses. Commuter service frequency should never be more than one bus per one and half hours. System average should be 45 minutes or less.	1, 2, 4, 5, 6, 7, 8, & 16

1.4.4 Goal 4 – 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.

Table 3-4: Goal 4 Performance Measures & Standards

Measure	Standard	Objective(s)
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.	1, 4, 6, 7, 8, & 14
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.	1, 2, 3, 4, 5, 6, 8, & 16
Frequency of Service	**Fixed Route:** Frequency of service should never be more than one bus per hour for local and intercity buses. Commuter service frequency should never be more than one bus per one and half hours. System average should be 45 minutes or less.	1, 2, 4, 5, 6, 7, 8, & 16
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	2, 3, 4, 5, 6, 9, & 16
Bus Stop Amenities	Stops which average 50 or more riders a day should have a shelter installed if feasible.	3, 4, 5, 6, & 8
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.	1, 2, 3, 5, 8, 9, 10, & 13
Average Mileage of Fleet by Vehicle Type	**Fixed Route:** Average should not exceed 500,000 miles. **Paratransit:** Average should not exceed 100,000 miles.	1, 2, 3, 5, 8, 9, 10, & 13

Measure	Standard	Objective(s)
	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	2, 3, 4, 5, 6, 7, 8, 15, & 16
Passengers per Revenue Vehicle Hour	**Fixed Route:** Greater than 80% of system average **Paratransit:** Greater than 2.0 **Community Shuttles:** Greater than 4.0	2, 3, 4, 5, 6, 7, 8, 15, & 16
Maintain an up-to-date list of stakeholders	Contact individuals and organizations yearly to ensure information is up-to-date on contact list.	14, 15, & 16
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.	15 & 16
Land Use Coordination	Comment on all design referrals with obvious transit nexus. Ensure participation on any TAC for major local land use projects	14, 15, & 16

Title VI Notice to the Public

The Napa Valley Transportation Authority (Vine Transit) grants all citizens equal access to its transportation services in Napa County. NVTA and Vine Transit is committed to a policy of nondiscrimination in the conduct of its business, including its responsibilities under Title VI of the Civil Rights Act of 1964 which provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its program of transit services delivery. To request additional information on NVTA's Title VI obligations contact at 707-259-8631 or at the 'Contact Us' tab on www.~~ridethevine~~vinetransit.com.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590 If information is needed in another language, contact 707-259-8631

Title VI Complaint Procedures
If you believe that you have received discriminatory treatment based on race, color or national origin with regard to transit services delivery, you have the right to file a Title VI complaint with the Authority's Civil Rights Administrator. Federal and State laws require complaints to be filed within one-hundred and eighty (180) calendar days of the last alleged incident. You may download a complaint form by visiting www.nvta.ca.gov or www.vinetransit.com. You may also call customer service and ask for a Title VI complaint form to be mailed to you. You may also submit a written statement that contains all the information listed below. Complaints should be mailed or delivered to:

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

All complaints should include the following information:

1. Name, address, and telephone number of the complainant.
2. The basis of the complaint; (e.g, race, color, or national origin).
3. The date(s) on which the alleged discriminatory event occurred.
4. The nature of the incident that led the complainant to feel discrimination was a factor.
5. Names, addresses and telephone numbers of persons who may have knowledge of the event.
6. Other agencies or courts where complaint may have been filed and a contact name.

Declaración de la Política

La Autoridad de tránsito de Napa Valley Transportation Authority (Vine Transit) otorga a todos los ciudadanos igual acceso a sus servicios de transporte en Napa Valley Transportation Authority. Vine Tranit está comprometida con una política de no discriminación al llevar a cabo sus negocios, incluso sus responsabilidades bajo el Título VI de la Ley de Derechos

Civiles de 1964, la cual establece que ninguna persona deberá, con base en su raza, color de piel o país de origen, ser excluida de participar, que se le nieguen, beneficios o estar sujeta a discriminación bajo su programa de prestación de servicios de tránsito. Para solicitar información adicional sobre las obligaciones del Título VI de NVTA, comuníquese al 707-259-8631 o en la pestaña "Contáctenos" www.~~ridethevine~~vinetransit.com

Un demandante puede presentar una queja directamente ante la Administración Federal de Tránsito al presentar una queja ante la Oficina de Derechos Civiles,

Atención: Title VI Program Coordinator, East Building, 5th Floor-TCR,1200 New Jersey Ave., SE, Washington, DC 20590. Si necesita la información en otro idioma, comuníquese llamando al 707-259-8631

Procedimientos de cumplimiento del Título VI
Si considera que ha sido tratado de forma discriminatoria con base en la raza, el color de piel o el país de origen en relación con la prestación de los servicios de tránsito, tiene derecho a presentar una queja del Título VI ante el Administrador de Derechos Civiles de la Autoridad. Las leyes federales y estatales requieren que las quejas se presenten en un plazo de ciento ochenta (180) días calendario del supuesto incidente. Puede descargar una queja al visitar www.nvta.ca.gov o www.vinetransit.com. También puede llamar a servicios al cliente y pedir que le envíen por correo un formulario de quejas del Título VI.

También puede enviar una declaración por escrito que contenga toda la información que se indica a continuación. Las quejas se deben enviar por correo o entregarlas en:

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

Todas las quejas deben incluir la información siguiente:

1. Nombre, dirección y número de teléfono del demandante
2. El fundamento de la queja (p. ej. raza, color de la piel o país de origen).
3. La fecha en la que ocurrió el supuesto suceso de discriminación.
4. La naturaleza del incidente que causó que el demandante considerara que la discriminación era un factor.
5. Nombres, direcciones y números de teléfono de las personas que podrían tener conocimiento del suceso.
6. Otras agencias o tribunales en donde el demandante podría haber presentado la queja y un nombre de contacto.

Pahayag ng Patakaran

Pinagkakalooban ng Napa Valley Transportation Authority (Vine Transit) ang lahat ng mamamayan ng pantay-pantay na akses sa mga serbisyo nito ng transportasyon sa Central Contra Costa. Dedikado ang Vine Transit sa patakarang walang-diskriminasyon sa pagpapatakbo ng negosyo nito, kabilang ang mga responsibilidad nito sa ilalim ng Title VI ng Civil Rights Act of 1964 na nagsasaad na dapat ay walang tao, na hindi pahihintulutan sa pakikilahok, pagkakaitan ng mga benepisyo, o sasailalim ng diskriminasyon sa ilalim ng programa nito sa paghahatid ng mga serbisyong transportasyon dahil sa kanyang lahi, kulay o bansang pinagmulan. Upang humiling ng karagdagang impormasyon tungkol sa mga obligasyon sa Title VI ng NVTA sa 707-259-8631 o sa tab na 'Makipag-ugnay sa Amin' sa www.~~ridethevine~~vinetransit.com

Ang isang nagrereklamo ay maaaring direktang maghain ng reklamo sa Federal Transit Administration sa pamamagitan ng paghahain ng reklamo sa Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. Kung kinakailangan ang impormasyon sa iba pang wika, makipag-ugnayan sa 707-259-8631.

Mga Pamamaraan ng Reklamo ukol sa Title VI

Kung naniniwala kang nakatanggap ka ng pakikitungong may-diskriminasyon batay sa lahi, kulay o bansang pinagmulan kaugnay sa paghahatid ng mga serbisyong transportasyon, may karapatan kang maghain ng reklamo sa Title VI sa Civil Rights Administrator ng Authority. Hinihingi ng mga batas na Pederal at Pang-estado na ihain ang mga reklamo sa loob ng isangdaan at walumpung (180) araw sa kalendaryo mula sa sinasabing insidente. Maaari mong i-download ang form para sa paghain ng reklamo sa pamamagitan ng pagbisita sa www.nvta.ca.gov o www.vinetransit.com . Maaari ka ring tumawag sa customer service at hilinging mapadalhan ka sa koreo ng form ng reklamo sa Title VI. Maaari mo ring isumite ang isang nakasulat na pahayag na naglalaman ng lahat ng impormasyong nakalista sa ibaba. Dapat ipakoreo o ipahatid ang mga reklamo sa:

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

Dapat kasama sa lahat ng reklamo ang mga sumusunod na impormasyon:

1. Pangalan, address, at numero ng telepono ng nagrereklamo.
2. Ang batayan ng reklamo; (hal., lahi, kulay, o bansang pinagmulan).
3. Ang (mga) petsa kung kailan nangyari ang sinasabing pangyayaring may diskriminasyon.
4. Ang uri ng insidente na nagbigay-daan upang maramdaman ng nagrereklamo na isang salik ang diskriminasyon.
5. Mga pangalan, address at numero ng telepono ng mga taong maaaring may alam sa pangyayari.
6. Iba pang ahensiya o hukuman kung saan maaaring inihain ang reklamo at pangalan ng nakaugnayan.

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

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

IN 2018, the Napa Valley Transportation Authority started using a customer service platform called HappyFox to log, track and respond to all suggestions, complaints and questions. Napa Valley Transportation Authority has not received any Title VI Investigations or Lawsuits since the submission of its last Title VI Program. ~~-~~The NVTA did receive two complaints in ~~2014~~ 2018 and 2019 as outlined below. No complaints were received in ~~2015 or 2016~~2017~~.~~ Below is the list used for tracking these incidents:

Title VI Investigations, Lawsuits and Complaints

	Date (Month, Day, Year)	Summary (Include basis of complaint: race, color, or national origin)	Status	Action Taken
Investigations				
1.	**N/A**			
Lawsuits				
1.	**N/A**			
Complaints				
1.	**11/14/2018**	**Title VI complaint was filed against the Vine Transit Service for allegedly not protecting the safety of a developmentally disabled**	**Closed**	**The complaint was reviewed by NVTA Staff and Legal Counsel. It was determined that is**

		passenger. Claimant stated that the driver has been undertrained on passengers with developmental disabilities and requested driver training materials. The claimant indicated the need for more [driver] education and understanding of the growing population of adults with disabilities, especially autism.		was not a violation of Title VI of the Civil Rights Act of 1964 as it did not excluded the passenger from participation in, or denied benefits of, transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. Complaint was denied.
2.	09/30/2019	Title VI complaint, submitted though the Vine HappyFox application, was filed against a bus driver who, allegedly, was rude, disrespectful, and acted aggressively towards the onboard passengers, who were students from one of the local high schools. The claimant stated that the bus ride felt very uncomfortable and requested that another driver be assigned to the route.	Closed	The complaint was reviewed by NVTA Staff. It was determined that is was not a violation of Title VI of the Civil Rights Act of 1964 as it did not exclude the passenger(s) from participation in, or denied benefits of, transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. Further telephone interview with the claimant was conducted. The claimant admitted he wasn't sure what to log the complaint as, so he chose Title VI even though he knew it wasn't a Title VI complaint. Complaint was denied. as denied.

Racial Breakdown of the Membership of Transit-Related Advisory Committees

	Paratransit Coordinating Council (PCC)	Citizens Advisory Committee (CAC)
Approved Membership Positions	**9**	**19**
Filled Membership Positions	**6**	**13**
Members Completing Survey	**3**	**2**
American Indian/Alaskan Native		
Black or African American (Non-Hispanic Origin)		
White or Caucasian	**2**	**2**
Hispanic (Mexican, Puerto Rican, Cuban, Central or South African or other Spanish Origin)	**1**	
Asian/Pacific Islander		

Outreach Efforts to Encourage Participation

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

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

- Paid and free notices in the local media, especially those ethically, culturally-based for the targeted group NVTA is trying to reach. This effort includes print, electronic and social media.
- Translating notices into the native language of the targeted group.
- Posting the vacancy on NVTA's website.
- Outreach to civic, cultural or human services organizations known to serve the targeted group informing them of the opportunity and need and enlisting their help.
- Notifying the municipalities within the county of the vacancy and underrepresentation.
- Placing informational signs on the Vine buses, bus stops/shelters, Customer service, NVTA office, and other facilities.

APPENDIX 8

RESOLUTION No. 19-XX

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

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

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

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

WHEREAS, the above-referenced Circular details required elements of a Title VI Program Report, which each recipient of FTA grants and assistance must submit to the FTA every three (3) years to evidence compliance with Title VI;

WHEREAS, NVTA's current Title VI Program expires on January 31, 2020, therefore necessitating submittal of an updated program report to the FTA by December 1, 2019; and

WHEREAS, NVTA's Title VI Program Report must include numerous elements, including but not limited to:

1. Information on numerous agency policies, procedures and activities undertaken over the last three years;
2. A public participation plan (PPP);
3. Information on public outreach undertaken over the past three (3) years, including development and approval of the Vine Transit Title VI Service Equity Analysis Route 25 Napa-Sonoma Express accepted by this Board on September 20, 2017;
4. A plan for engaging persons with limited English proficiency (LEP);
5. System-wide service standards and policies; and

WHEREAS, Staff has developed a proposed Title VI Program Plan, including the above-referenced items and evidencing NVTA's compliance with Title VI, for Board consideration and approval.

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

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on November 20, 2019, by the following vote:

Ayes:

_____
Chris Canning, NVTA Chair

Nays:

Absent:

ATTEST:

_____
Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel Date: November 20, 2019

Title VI Notice to Public

TITULO VI Form Para sa Reklamo | TITLE VI Formulario De Queja

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

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

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

There are several ways to file a complaint. You can download a complaint form on this page. Complaints may be filed in writing and mailed to Civil Rights Officer, NVTA, 625 Burnell St., Napa, CA 94559-3420. A copy of the Title VI Complaint Form is available by calling (707) 259-8631. You may also fill-out an online complaint form. We encourage use of the Title VI Complaint Form.

You may download a Title VI Complaint form or fill-out an online form. For an online Title VI Complaint form, CLICK HERE.

LIMITED ENGLISH PROFICIENCY POLICY STATEMENT AND AVAILABLE RESOURCES

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. Title VI and its implementing regulations require that FTA recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).
To that end, NVTA provides translation and interpretation services free of charge upon request by calling (707) 259-8631.

TITLE VI COMPLAINT PROCEDURE

This section outlines the Title VI complaint procedures related to providing programs, services, and benefits. How ever, it does not deny the complainant the right to file a formal complaint(s) with any other federal, state, or local agencies or seek private counsel for complaints alleging discrimination, intimidation, or retaliation of any kind tha t is prohibited by law. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance.

Contact NVTA

ENERAL

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

You may download a Title VI Complaint form or fill-out an online form. For an online Title VI Complaint form, CLIC K HERE.

PROCEDURE

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

1. **Submission of Complaint:** Any person who feels that he or she, individually, or as a member of any class of persons, on the basis of race, color, national origin, age, sex, disability, religion, or low-income status has b een excluded from or denied the benefits of, or subjected to discrimination under any program or activity re ceiving federal financial assistance through NVTA may file a written complaint with the Director of Civil Righ ts. Such complaint must be in writing and signed by complainants(s).
    a. In cases where Complainant is unable or incapable of providing a written statement, a verbal complai nt may be made. The Director of Civil Rights will interview the Complainant and assist the person in c onverting verbal complaints to writing. All complaints must, however, be signed by the Complainant o r his/her representative.
    b. Include the date of the alleged act of discrimination date when the Complainants became aware of th e alleged act of discrimination; or the date on which that conduct was discontinued or the latest insta nce of conduct.
    c. Present a detailed description of the issues, including names and job titles of those individuals percei ved as parties in the complaint.

d. Federal and state law requires complaints be filed within 180 calendar days of the alleged incident.

2. **Referral to Review:** Upon receipt of the Complaint, the Director of Civil Rights in consultation with NVTA's Legal Counsel will determine its jurisdiction, acceptability, need for additional information, as well as assign the complaint to a Specialist to evaluate and investigate the merit of the complaint. The Specialist shall complete their review no later than 45 calendar days after the date NVTA received the Complaint. If more time is required, the Deputy Executive Director shall notify the Complainant of the estimated time-frame for completing the review.

3. **Upon completion of the review:** The Specialist shall make a recommendation regarding the merit of the Complaint and whether remedial actions are available to provide redress. Additionally, the staff may recommend improvements to NVTA's processes relative to Title VI and environmental justice, as appropriate. The Specialist shall forward their recommendation to the Civil Rights Officer for their concurrence. If the Civil Rights Officer concurs, he shall issue NVTA's written response to the Complainant.

A complaint must meet the following criteria for acceptance:

a. The Complaint must be filled within 180 days of alleged occurrence;
b. The allegation must involve a covered basis such as race, color or national origin.
c. The allegation must involve a NVTA service of a Federal-aid recipient, sub-recipient or contractor.

complaint may be dismissed for the following reasons:

a. The Complainant requests the withdrawal of the complaint.
b. The Complainant fails to respond to repeated requests for additional information needed to process the complaint.
c. The Complainant cannot be located after reasonable attempts.

Contact NVTA

4. **Documentation:** The investigative report and its findings will be reviewed by the Executive Director and in some cases the investigative report and findings will be reviewed by NVTA's Legal Counsel. The report will be modified as needed. The Executive Director and Legal Counsel will make a determination on the disposition of the complaint. Dispositions will be as follows:

In the event NVTA is in noncompliance with Title VI regulations remedial actions will be listed.

5. **Notice of determination**: A Notice of Determination will be mailed to the Complainant. Notice shall include information regarding appeal rights of Complainant and instructions for initiating such an appeal. Notice of Appeals are as follows:
   a. NVTA will reconsider this determination, if new facts, come to light.
   b. If Complainant is dissatisfied with the determination and/or resolution set forth by NVTA, the same complainant may be submitted to FTA for investigation. Complainant shall be advised to contact the Federal Transit Administration.

6. **Request for Reconsideration:** If the Complainant disagrees with the Executive Director's response, he or she may request reconsideration by submitting the request, in writing, to the Executive Director within 10 calendar days after receipt of the Executive Director's response. The request for reconsideration shall be sufficiently detailed to contain any items the Complainant feels were not fully understood by the Executive Director. The Executive Director will notify the Complainant of his/her decision either to accept or reject the request for reconsideration within 10 calendar days. In cases where the Executive Director agrees to reconsider, the matter shall be returned to the Director of Civil Rights to reevaluate in accordance with Paragraph 2, above.

7. **Appeal:** If the request for reconsideration is denied, the Complainant may appeal the Executive Director's response to the Complaint by submitting a written appeal to Board of Directors no later than 10 calendar

days after receipt of the Executive Director's written decision rejecting reconsideration.

8. **Submission of Complaint to the Federal Transit Administration:** If the Complainant is dissatisfied with NVTA's resolution of the Complaint, he or she may also submit a complaint to the Federal Transit Administration for investigation. In accordance with Chapter IX, Complaints, of FTA Circular 4702.1A, such a complaint must be submitted within 180 calendar days after the date of the alleged discrimination. Chapter IX of the FTA Circular 4702.1A, which outlines the complaint process to the Federal Transit Administration, may be obtained by requesting a copy from NVTA at (707) 259-8631.

You may also download a complaint form from FTA's website. Go to www.fta.dot.gov/civilrights for more information.
For more information regarding Title VI or need further language assistance, please contact NVTA by E-mail at Contact Us or call (707) 259-8631.

You may download a Title VI Complaint form or fill-out an online form. For an online Title VI Complaint form, CLICK HERE.

Contact NVTA

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TITLE VI Complaint Form.pdf

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625 Burnell Street
Napa, CA 94559-3420
Click here for Driving Direction

Front Desk: (707) 259-8631

Email: **info@nvta.ca.gov**

*If you would like to submit a co mplaint or comment by email ple ase use the orange "Contact Us" tab on the lefthand side of the pa ge.

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NAPA VALLEY TRANSPORTATION AUTHORITY

TITLE VI SERVICE EQUITY ANALYSIS
LOCAL VINE 2020 SERVICE REVISION

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INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance. Federal Transportation Administration (FTA) Circular 4702.1B requires FTA recipients serving populations of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact. FTA Circular 4702.1B does not require NVTA to perform an equity analysis, as a matter of policy Vine Transit performs equity analyses as guided by FTA Circular 4702.1B. The following analysis will compare service before and after the changes that will occur in January 2020.

BACKGROUND

Beginning in 2016 NVTA staff embarked on a multiphase planning process to enhance the Vine. The results indicated the need for the elimination of one-way loop service. NVTA staff kept much of the existing service area, but did eliminate two non-performing sections. The new routes are predominantly bidirectional and linear doing away with the loops seen on the old system.

TITLE VI POLICY

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

METHODOLOGY

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

1. Gathers the population 2013-2017 ACS Census data at the block group level within ¼ mile around the stops of the local routes including its low income and minority percentage.

2. Compare the number of people-trips, before and after the proposed changes.
    a. People trips are determined by multiplying the population near a route by the number of trips it makes per year.

3. Calculate the total difference in people-trips across the NVTA fixed-route transit system

4. Calculate the change borne by the low-income and minority populations.

5. Compare the percentage change to the average in the City of Napa.

This methodology allowed NVTA staff to predict how the proposed changes to the Vine system would affect low-income (under 200% of the federal poverty line) and minority populations. This 200% standard is used in the Bay Area to determine the Communities of Concern.

EFFECTS OF PROPOSED SERVICE CHANGES ON MINORITY AND LOW INCOME POPULATIONS

System Wide Effects

The effects of the change are truly systemwide, as all routes serving the City of Napa will change in some way. As noted above the form of the routes will change but much of current service area will remain the same. Notable exceptions are areas northwest of Redwood Road and a part of the City east of Silverado Trail. Figure 1 shows the routes as of the writing of this report. Figure 2 shows the routes, as they will be come January 6, 2020.

Figure 1: Current System Map for the City of Napa

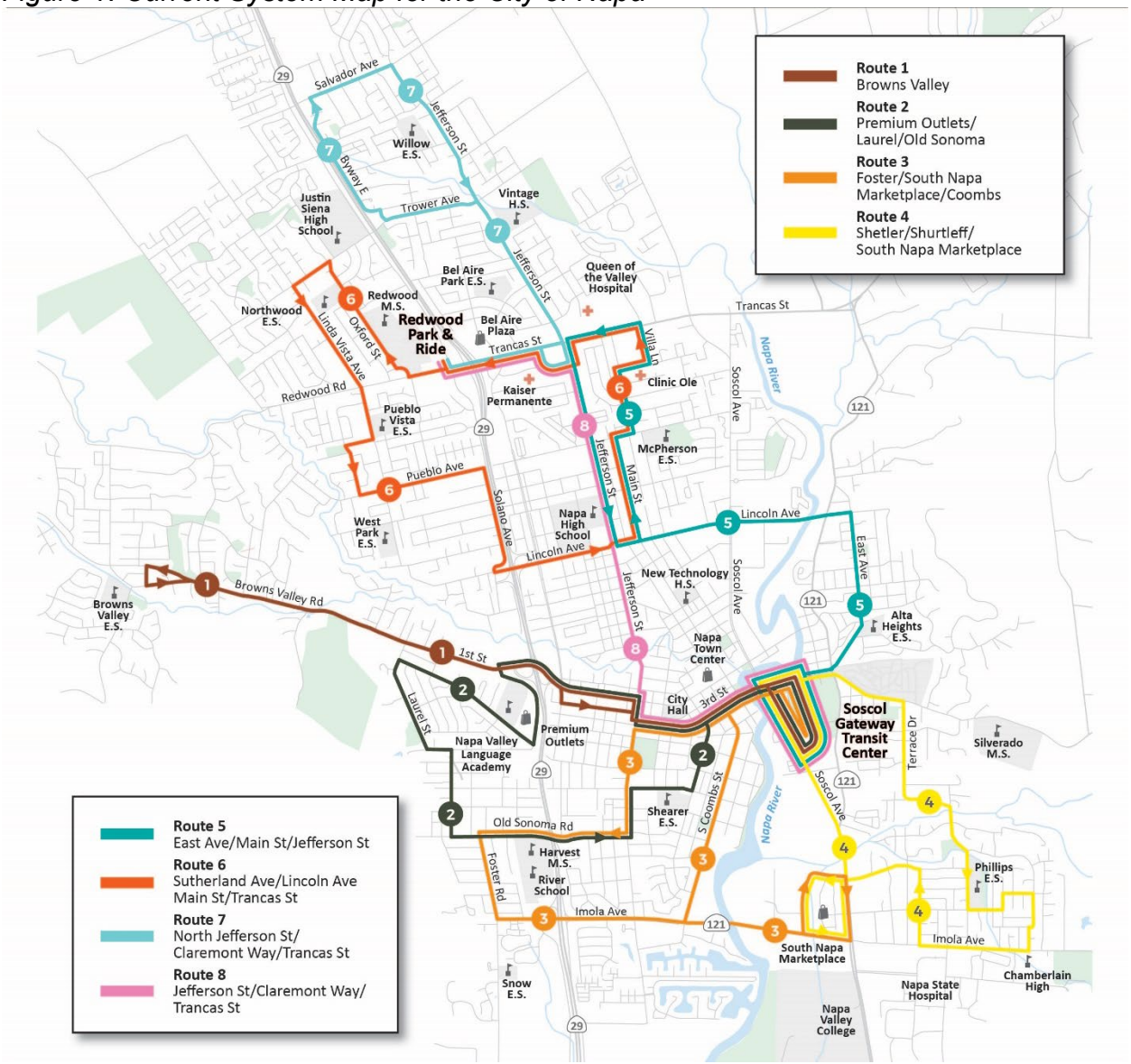
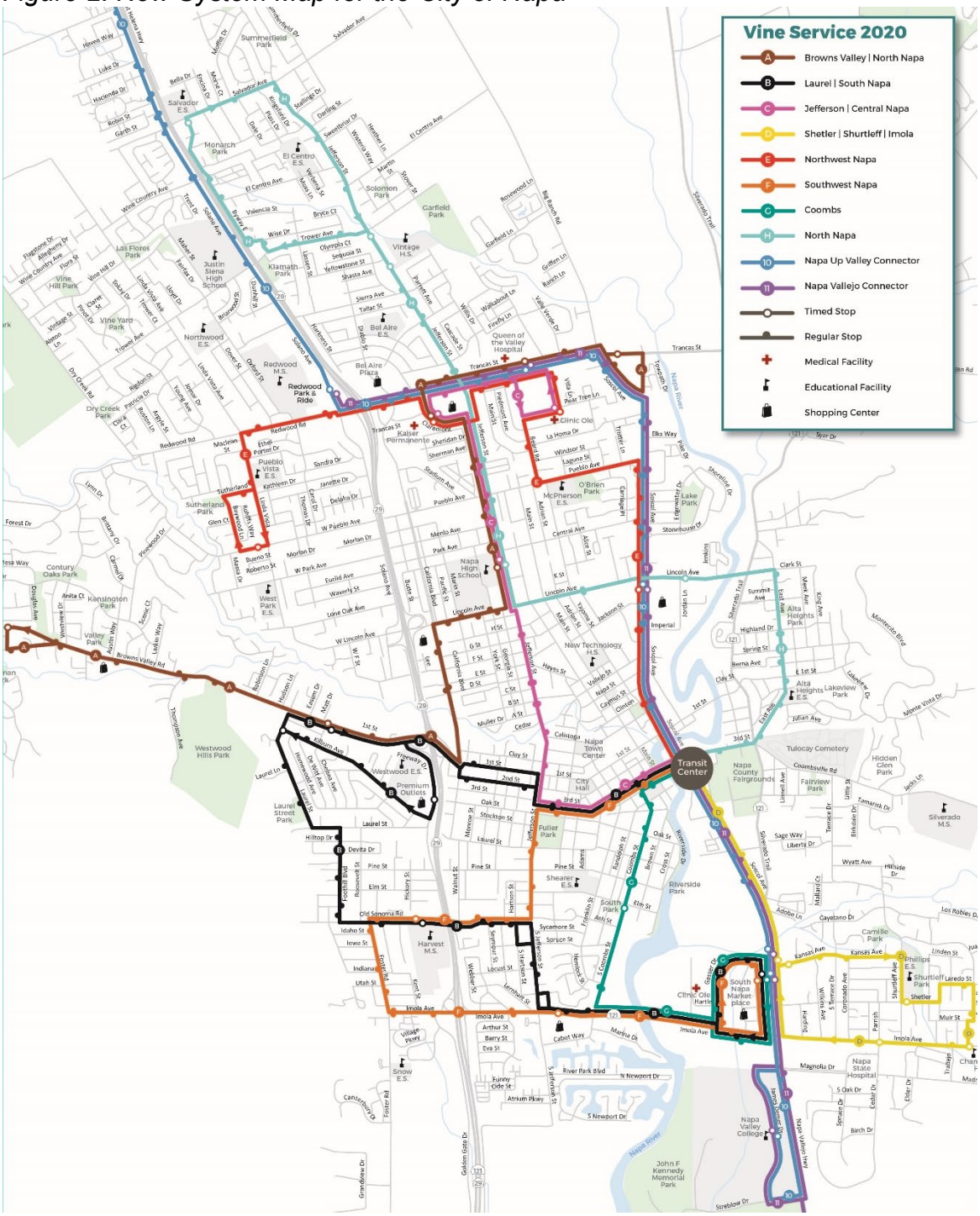


Figure 2: New System Map for the City of Napa



Disparate Impact Analysis

The disparate impact analysis compares the minority population in the NVTA service area (City of Napa) to the minority population effected by the service change.
The minority population in the City of Napa is 46.3% of the City's total population compared to 47.3% for the area within ¼ miles of the stops serving the Vine in the City

of Napa. Consequently, the impact is 1.0% more of the minority population within the effected jurisdiction than the general minority population in the City of Napa. Although the minority population impacted is greater than the general population, the analysis indicates that it is not so high as to constitute a disparate impact.

Disproportionate Burden Analysis

The disproportionate impact analysis compares the low-income population in the NVTA service area (City of Napa) to the low-income population effected by the service change. The percentage of households with annual income under 200% of the federal poverty level represents 26.3% of the City of Napa's population. The low-income population for the area within ¼ miles of the stops in the City of Napa is slightly higher at 31.2%. The delta between the two low-income populations is 5.0%. Once again, the analysis indicates that there is not a disproportionate impact.

CONCLUSION

While there are a slightly higher percentage of minority and low income households than in the general City of Napa population affected by the service changes in the City of Napa, the difference does not constitute a disparate or a disproportionate impact. NVTA plans to redistribute service levels where they are needed most, which may push these small impacts even closer to zero.

Impact Analysis

	Before (Inbound)				Before (Outbound)				After (Inbound)				After (Outbound)				Difference				
Route	**(within 1/4 mi)**	**Low Income**	**Minority**	**Trips (Annually)**	**(within 1/4 mi)**	**Low Income**	**Minority**	**Trips (Annually)**	**(within 1/4 mi)**	**Low Income**	**Minority**	**Trips (Annually)**	**Population (within 1/4 mi)**	**Low Income**	**Minority**	**(Annually)**	**People-Trips (Population * Trips)**	**Low Income People-Trips**	**Minority People-Trips**	**By Low Income**	**Borne by Minorities**
1 - Browns Valley	0			0	8,394	30.5%	46.6%	4,620	0			0	0			0	-38,780,280	-11,814,368	-18,054,960	30.5%	46.6%
2 - Outlets, Old Sonoma Rd	0			0	13,739	35.9%	58.2%	7,150	0			0	0			0	-98,233,850	-35,240,843	-57,200,000	35.9%	58.2%
3 - S. Napa Marketplace, Coombs St	0			0	11,247	34.2%	52.5%	6,897	0			0	0			0	-77,570,559	-26,510,457	-40,747,476	34.2%	52.5%
4 - S. Napa Market Place, Shetler (A)	0			0	8,049	39.8%	55.5%	6,644	0			0	0			0	-53,477,556	-21,310,348	-29,672,104	39.8%	55.5%
4 - S. Napa Market Place, Shetler (B)	0			0	7,744	40.8%	56.2%	506	0			0	0			0	-3,918,464	-1,599,426	-2,201,606	40.8%	56.2%
5 - Napa HS, Pear Tree	0			0	10,577	28.4%	48.7%	6,842	0			0	0			0	-72,367,834	-20,585,882	-35,236,300	28.4%	48.7%
6 - Redwood PNR, Trancus	0			0	16,934	30.7%	48.6%	4,873	0			0	0			0	-82,519,382	-25,339,816	-40,075,552	30.7%	48.6%
7 - Redwood PNR, Kaiser	0			0	10,233	27.3%	47.1%	4,257	0			0	0			0	-43,561,881	-11,905,592	-20,497,455	27.3%	47.1%
8 - Jefferson, Redwood Pnr, Tc	9,925	33.8%	50.8%	6,930	9,799	33.8%	51.0%	6,930	0			0	0			0	-136,687,320	-46,205,371	-69,591,060	33.8%	50.9%
Route A Browns Valley	0			0	0			0	0			0	13,843	31.3%	51.1%	3,641	50,402,363	15,795,929	25,763,716	31.3%	51.1%
Route B Laurel South Napa	0			0	0			0	0			0	15,579	36.1%	58.7%	6,930	107,962,470	38,941,015	63,416,430	36.1%	58.7%
Route C Jefferson	0			0	0			0	0			0	11,338	32.0%	49.3%	6,930	78,572,340	25,152,443	38,697,120	32.0%	49.3%
Route D Southeast Napa	0			0	0			0	0			0	5,670	43.7%	58.7%	6,677	37,858,590	16,551,070	22,241,087	43.7%	58.7%
Route E Northwest Napa	0			0	0			0	13,724	28.8%	49.6%	3,949	0			0	54,196,076	15,612,105	26,892,690	28.8%	49.6%
Route F Southwest Napa	0			0	0			0	0			0	10,084	34.0%	52.0%	6,732	67,885,488	23,110,103	35,302,608	34.0%	52.0%
Route G Coombs	0			0	0			0	5,833	35.7%	51.9%	6,732	0			0	39,267,756	14,015,988	20,364,300	35.7%	51.9%
Route H North Napa	0			0	0			0	0			0	15,776	27.3%	46.8%	3,333	52,581,408	14,343,774	24,630,870	27.3%	46.8%
All Changes (both directions)	74,534	30.4%	52.4%	55,649					69,186	30.6%	53.1%	44,924					-118,390,635	-36,989,677	-55,967,692	31.2%	47.3%
												Low Income	Minority								
											Change Borne By	31.2%	47.3%								
											Area Average	26.3%	46.3%								
											Delta	5.0%	1.0%								

November 20, 2019
NVTA Agenda Item 9.4
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

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

SUBJECT: Award of Fueling Services Agreement No. 19-27 with Hunt & Sons, Inc.; Agreement No. 19-28 with Napa Valley Petroleum (NVP) Inc., and Agreement No. 19-29 with Clean Energy

---

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute fueling services agreements with Hunt & Sons Inc. (Attachment 1), Napa Valley Petroleum (NVP) Inc. (Attachments 2), and Clean Energy (Attachment 3).

OTHER OPTIONS FOR CONSIDERATION

Option #1. Allow the current extensions to expire on December 31, 2019, which would result in NVTA paying higher fuel costs.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA released a Request for Proposals (RFP) for fueling services on September 30, 2019 with bids due on October 30, 2019 for compressed natural gas (CNG), ultra-low sulfur diesel, and unleaded gasoline fuel types for the Vine Transit fleet. Three (3) bidders submitted proposals. Staff recommends accepting and entering into contracts with each of the bidders for fueling services through a non-minimum volume contract for a period of three (3) years with two one (1) year automatically renewing contract extension options subject to review and recommendation by NVTA, and the satisfactory negotiation of terms, including price structure.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, fuel is an expenditure budgeted annually in the public transit and planning funds. NVTA spends roughly $1.2 million annually.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently. Renewing contracts with the three fueling vendors will prevent service disruptions, will nominalize costs and provide greater fueling cost predictability for budgetary purposes.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

A Fueling Services RFP was released on September 30, 2019 with submittals due on October 30, 2019. Public announcements of the reissued RFP were placed in the Napa Valley Register, several on-line procurement sites including PublicPurchase.com and on the Authority's website. Three bidders submitted proposals to NVTA making the process competitive. The three bidders were:

- Napa Valley Petroleum (diesel and unleaded only)
- Hunt & Sons (diesel, unleaded compressed natural gas)
- Clean Energy (compressed natural gas only)

Since the contract for fueling services does not require exclusivity, NVTA staff recommends entering into multiple agreements which could provide a potential cost benefit to the Authority. It further grants the agency additional flexibility as it will allow fueling of Vine Transit vehicles at various station locations in the event a vendor is offline due to power outages or other reason. For CNG, an agreement with PG&E in Vacaville is still active if Clean Energy or Hunt & Sons are unable to operate during a service disruption.

SUPPORTING DOCUMENTS

Attachments: (1) Agreement No. 19-27 with Hunt & Sons, Inc.
(2) Agreement No. 19-28 with Napa Valley Petroleum, Inc.
(3) Agreement No. 19-29 with Clean Energy Corp.

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO.19-27

THIS AGREEMENT is made and entered into as of this day of , 2019, 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 Hunt & Sons, Inc., a Corporation registered in the State of California, whose mailing address is 5750 South Watt Avenue, Sacramento, CA 95820, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain fueling services for its transit fleet vehicles; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its November 20, 2019 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 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**.

(a) The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2022, 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)".

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

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.

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 Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at ap@nvta.ca.gov or 625 Burnell Street, Napa CA 94559, who after review and approval as to form and content, shall submit the invoice to the NVTA Manager of Finance 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 Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor**. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, 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, 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 respects 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 all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

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

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although 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.

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

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

NVTA	CONTRACTOR
Kate Miller	Joshua M. Hunt
Executive Director	General Manager
625 Burnell Street	5750 South Watt Avenue
Napa, CA 94559	Sacramento, CA 92660

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use**. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of 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 contractors.

(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 subcontractor'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.

16. **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.

17. **No Assignments or Subcontracts**.

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of 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 assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services

prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue**.

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services

or works required of 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 subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

22. **Access to Records/Retention**. NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of 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.

23. **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.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to 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.

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

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

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

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

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

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

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

"NVTA"	"CONTRACTOR" [NAME OF CONTRACTOR]
By_____ Kate Miller, Executive Director	By_____ NAME, Position
ATTEST:	
By_____ Karalyn E. Sanderlin, Board Secretary	By _____ NAME, Position

Approved as to Form

By: _____
NVTA General Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK

1. CONTRACTOR shall provide NVTA'S transit fleet with fueling services at commercial fueling facilities including tracking and billing for acquisition of unleaded gasoline (Octane 87), diesel, and compressed natural gas (CNG) fuels.

    a. Maintain and provide a fuel card program to track usage and initiate billing.

    b. Provide contract pricing based on the San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time. Pricing shall be updated on a daily basis. Other than applicable taxes, NVTA will not accept any additional fees or surcharges.

    c. Ability to provide unleaded fuel, diesel fuel, and compressed natural gas per year based on the usage in Table 1 (below) within Napa NVTA at modern facilities with equipment and processes that are compliant with all statutory and regulatory requirements. Facilities shall have, or have access to, back-up auxiliary power in the event of power outage. Facilities should have security features such as adequate lighting, video surveillance, attendants, and public phones.

    d. Provide commercial, in-network fueling stations within Napa NVTA that shall be available 24 hours a day, 7 days a week, 365 days a year.

    e. Maintain and provide a list of any out-of-network fueling stations in Napa NVTA

    f. For in-network stations: maintain and provide a contact list for station support when/if station is not staffed.

2. Cards, Invoice/Billing, and Data Collection

    a. Provide fleet fueling cards, which, at minimum, are capable of tracking vehicle and staff ID information.

        (1) Ability to restrict card purchases to fuel only, including fuel type and quantity.
        (2) Provide vehicle and driver cards to NVTA (lot quantities) within seventy- two (72) working hours of receipt of request.
        (3) Update system with employee name on individually issued driver cards and vehicle information on individually assigned vehicle cards within seventy-two (72) working hours of receipt of request.
        (4) Maintain and provide a customer support contact list, for contact during regular business hours as well as after-hours.

b. Provide OPIS report on a weekly basis showing seven-day San Francisco Area Daily Branded Rack Average as of 6:00am Pacific Standard Time (PST) each day and updated on a daily basis

c. Provide electronic invoices that can be downloaded into an excel spreadsheet showing as much of the following information as possible:
   - Department/agency
   - Vehicle ID number
   - Driver ID number and name
   - Date and time of transaction
   - Site name and address
   - Volume of fuel per transaction
   - Type of fuel per transaction
   - Odometer reading
   - Distance since last fueling
   - Miles per gallon
   - Listing of all taxes and applicable fees
   - Price per gallon
   - Total dollar amount per transaction
   - Total dollar amount for invoice
   - Summary of Total volume in gallons of each type of fuel purchased
   - Summary of Total dollar amount of each type of fuel purchased
   - Summary of total gallons and dollar by card

d. Payment net 30 day terms with no late fees.

e. Provide NVTA with a Master Billing Report in an electronic spreadsheet format.

f. Maintain and keep full and accurate daily record of sales transactions in connection with fuel services for a period of three (3) years. If requested, a copy of record shall be supplied to NVTA on a monthly basis by the tenth working day of the subsequent month. In addition, all such records shall be available for auditing by NVTA at any time during regular business hours.

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

ATTACHMENT D

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP)

Legal Name of Firm : HUNT & SONS, INC

Date: 10-30-19

Street Address: 5750 SOUTH WATT AVE.

Telephone Number: 916-383-4868

City/State/Zip: SACRAMENTO, CA 95828

Firm's Fax Number: 916-383-1005

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☒

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)
CORPORATION

Business License (documented): GNB31988-42767

Taxpayer ID Number (Federal): 94-2209320

Name and Title of Manager:

ZACHARY JAMES, DIRECTOR OF SALES & MARKETING zjames@huntnsons.com

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to: 916-903-6630

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☒

Signature, Name and Title of Person Signing

Zachary James ZACHARY JAMES
DIRECTOR OF SALES & MARKETING

Request For Proposal
to provide
Fueling Services
RFP #2019-05

Submitted by Hunt & Sons, Inc

Contact: Zachary James
221 Devlin Road
Napa, CA 94558

916-386-9804

October 30,2019

Kate Miller
Executive Director
Napa County Transportation Authority
625 Burnell Street
Nap, CA 94559

RE: RFP #2019-05

Dear Ms. Miller,

In response to RFP #2019-05 titled "Fueling Services", Hunt & Sons, Inc respectfully submits our response in the pages to follow. Our proposal will be valid as stated for a minimum of 180 days from the date of submittal of October 30, 2019.

The authorized individual submitting this bid is:

Zachary James
Director of Business Development and Sales
Hunt & Sons, Inc
8840 Rovana Circle
Sacramento, CA 95829
916-386-9804
zjames@huntnsons.com

Upon your review, if you require any clarification, please contact me anytime.

We, at Hunt & Sons, Inc look forward to working with NCTA in future.

Best Regards

Zachary James
Hunt & Sons, Inc

Executive Summary

At the request of NVTA, Hunt & Sons, Inc was asked to provide a proposal for handling the Fleet Fueling requirements of NVTA. This request consist of pricing, purchasing controls, reporting, site access, electronic data transfer into excel formatted documents, and web based access.

We address all items within the body of this document. Additionally, Hunt & Sons has completed our new cardlock facility located at 221 Devlin Road, Napa. This facility supports larger vehicles and has excellent large vehicle access.

Hunt & Sons will provide a full Fleet card service that encompasses all required deliverables as wells as additional items not requested. We will have personnel assigned directly responsible for your satisfaction. Further, we will provide access to many locations for convenience of your fleet.

Hunt & Sons, Inc. Qualifications #2019-05

Hunt & Sons, Inc. is a full line Petroleum Products Distributor in Northern California and Western Nevada. Operating from its headquarters in Sacramento, Hunt & Sons, Inc. has been in business and family owned for over 66 years. Hunt & Sons owns and operates 8 office & warehouse facilities, 38 Commercial Cardlock Fueling Sites and currently has over 350 employees. Hunt & Sons product line includes a wide array of petroleum products including gasoline, ultra-low sulfur diesel fuel, Bio Diesel, Gasoline, E 85, kerosene, Jet Fuel and a full line of Chevron lubricant products. We purchase our petroleum products directly from world class major refiners. We own and operate a large Fleet of New, State of the Art Delivery trucks with World Class Safe and efficient Drivers.

Hunt & Sons provides prompt, courteous personalized service 24 hours a day, 7 days a week, 365 days a year. We understand and appreciate the importance of high quality, competitively priced products, superlative customer focus and friendly service. As Chevron's only First Source Elite lubricant marketer in our service area, we serve customers throughout California with top quality Chevron Lubricants for every application. Being one of the Top 8 largest Chevron Lubrication Marketer in the country, Hunt & Sons has the ability and resources to meet your company's lubrication needs and we are committed to providing you "Quality Fuels & Lubricants."

Since Hunt & Sons joined the Commercial Cardlock Fueling business we have grown to be the Largest Pacific Pride Franchisee in California and the Fourth in The United States. We are one of the few Cardlock Marketers that can offer the Pacific Pride, CFN (Commercial Fueling Network) and Fleetwide Card Services all on one invoice. Hunt & Sons Cardlock customers can enjoy over 30,000 fueling sites nationwide. With our upgraded online billing and Customer Access, you can update your account; add cards and restrictions from the convenience of your office.

Hunt works with many large municipal fleet card accounts such as Amador County, El Dorado County, Tehama County, Sacramento County, Town of Truckee, Solano Irrigation District, and many others. We know and understand the need of public agencies regarding support and services. We would be happy to provide references upon request.

Hunt & Sons has the experience, knowledge and passion to earn your business and develop a mutually beneficial partnership for the long term! We are in the relationship business and look forward to servicing your Petroleum needs for many years to come.

Sincerely,

The Hunt Team

Hunt & Sons, Inc. Staffing & Project Organization #2019-05

Lead Customer Service Representative: Diane Cone

Background

Diane is a dependable professional Customer Service Specialist with over 15 years experience.

Her focus is in the commercial fueling/ fleet card segment of the petroleum sector. She is a proven effective communicator and problem solver. She provides service to existing customers, fosters relationships and has excellent problem solving skills based on customer needs.

Diane provides onsite training to Hunt & Sons, Inc. Commercial Fueling customers as she has been certified by the Fleet Card vendors used by Hunt & Sons, Inc. She stays on top of cutting edge technology and new products through continuing education and helps our customers stay informed of new systems and technologies. Diane is committed to providing excellent customer service.

Cardlock/Commercial Fueling Manager: Tami Gilbert

Background

Tami has a diverse background in accounting and commercial fueling spanning 36 years.

She began in Property Management were she excelled in the accounting aspects of the business.

Tami began in commercial fueling in 1992 beginning as a Customer Service Representative focusing on Pacific Pride and CFN fleet card services. She was promoted to Cardlock/Commercial Fueling Manager overseeing the Fleet Card/Commercial Fueling department.

Tami also is responsible for developing the pricing models for each customer and region. While maintaining these models, she also has responsibility to handling customer concerns and problem solves issues that may arise within the commercial fueling customer base.

Account Manager: Zachary James

Background

Zach James graduated from Cal Poly SLO in 1987 with a BS Civil Engineering and was hired by Chevron Corporation upon graduation.

With Chevron, Zach held many positions in his ten years of employment. He began as a Project Manager in Baltimore moving into Plant and Refinery operations then Account Management and Regional Sales Management. In his time with Chevron he continued his education and acquired a business degree.

He then wanted an opportunity to be involved more directly in the petroleum distribution business. He was hired in 1997 by BC Stocking Distributing to be the General Sales Manager overseeing bulk fuel, lubes and cardlock businesses. He then moved to General Manager responsible for all aspects of the business operations and sales.

In 2001, he began West Coast Fueling Systems, Inc as owner of a Pacific Pride franchise and cardlock. In the 10 years in business, he grew the business from $4MM sales to $10MM sales annually.

In 2012, he sold his business to Hunt & Sons, Inc. and stayed with Hunt & Sons, Inc. after the acquisition.

General Manager: Joshua Hunt

Background

Joshua Hunt is one of the three owners of Hunt & Sons, Inc. and serves in the capacity of General Manager and CFO overseeing the daily operation and finance activities of the company. He is also intimately involved in the fuel purchasing and cardlock operation of the company working with Fuel suppliers and both the CFN and Pacific Pride Cardlock Networks. Over the last eight years he has completed eight acquisitions which have helped Hunt & Sons triple in size and expand its marketing territory to include all of Northern California. A large portion of this growth has been the expansion of Hunt & Sons Cardlock division which now includes 40 locations divided between

both the Pacific Pride and CFN networks giving customers opportunity to fuel their vehicles at over 40,000 locations throughout the United States and Canada.

Joshua was born and raised in Sacramento always having the goal of joining the family business. Throughout high school and college he always worked summers at the business in several different capacities in the operation and accounting sides. He studied Accounting and Finance at St. Mary's College in the San Francisco Bay Area and after graduation went to work for State Street Bank & Trust as a portfolio accountant. This opportunity in the corporate world was the perfect experience to bring back to Hunt & Sons. Upon returning to the family business Josh entered the Accounting department and began working in different positions eventually landing in the job of Controller which he held for four years before moving into the CFO/General Manager role. With his background in the both the accounting and operation sides of the business it has led for smooth transitions for both the company and our customers during the large growth spurt over the last 10 years.

Josh and the Hunt & Sons team continually stress the fact that we are here to serve the customer to the best of our ability and take pride in providing the best customer service in the industry which was first coined by his grandfather who founded the company in 1946. Our company goal is to be much more than just a supplier but instead partners in our customers business to provide solutions to any issues that arise within our area of Energy expertise.

Cost Proposal #2019-05

- **To follow is Hunt & Sons, Inc cost proposal for NVTA fleet fueling requirements via cardlock locations owned by Hunt & Sons:**

Addresses of Hunt Owned cardlock locations:

1) 221 Devlin Road
Napa, CA
Opening January 1, 2015

2) 630 Noyes Court
Benicia, CA

We propose the following price at the noted locations:

- **SF Area OPIS Daily Average SF Bay Area 6AM PST plus $0.08 per gallon priced each day purchased**

- **For cardlock locations not owned by Hunt & Sons, Inc (sites not listed above) , we propose to price as follows:**

- **SF Area OPIS Daily Average SF Bay Area 6AM PST plus $0.14 per gallon priced each day purchased**

For any retail locations used (i.e. Chevron, Shell, etc.), we propose the following price:

- **Post retail location price minus $0.03 per gallon**

Section 7 – Exceptions

Hunt & Sons, Inc has no exceptions to present.

EXHIBIT B

COST SHEET

To follow is Hunt & Sons, Inc cost proposal for NVTA fleet fueling requirements via cardlock locations owned by Hunt & Sons:

Addresses of Hunt Owned cardlock locations:
1) 221 Devlin Road, Napa, CA
2) 630 Noyes Court, Benicia, CA

Price at the noted locations:

- SF Area OPIS Daily Average SF Bay Area 6AM PST plus $0.08 per gallon priced each day purchased

For cardlock locations not owned by Hunt & Sons, Inc (sites not listed above), price is as follows:

- SF Area OPIS Daily Average SF Bay Area 6AM PST plus $0.14 per gallon priced each day purchased

For any retail locations used (i.e. Chevron, Shell, etc.), the following price:

- Post retail location price minus $0.03 per gallon

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO.19-28

THIS AGREEMENT is made and entered into as of this day of , 2019, 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 Napa Valley Petroleum, Inc., a Corporation registered in the State of California, whose mailing address is P.O. Box 2670, NAPA, CA 94558, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain fueling services for its transit fleet vehicles; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its November 20, 2019 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 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**.

(a) The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2022, 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)".

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

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.

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 Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at ap@nvta.ca.gov or 625 Burnell Street, Napa CA 94559, who after review and approval as to form and content, shall submit the invoice to the NVTA Manager of Finance 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 Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor**. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, 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, 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 respects 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 all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

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

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although 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.

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

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

NVTA	CONTRACTOR
Kate Miller	Tim Cardoza
Executive Director	President
625 Burnell Street	P.O. Box 2670
Napa, CA 94559	Napa, CA 94558

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use**. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of 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 contractors.

(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 subcontractor'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.

16. **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.

17. **No Assignments or Subcontracts**.

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of 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 assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver

of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue**.

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of 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 subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

22. **Access to Records/Retention**. NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of 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.

23. **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.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to 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.

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

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

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

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

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

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

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

"NVTA"	"CONTRACTOR" Napa Valley Petroleum, Inc.
By_____ Kate Miller, Executive Director	By_____ Tim Cardoza, President
ATTEST:	
By_____ Karalyn E. Sanderlin, Board Secretary	By _____ NAME, Position

Approved as to Form

By: _____
NVTA General Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK

1. CONTRACTOR shall provide NVTA'S transit fleet with fueling services at commercial fueling facilities including tracking and billing for acquisition of unleaded gasoline (Octane 87) and diesel fuels.

    a. Maintain and provide a fuel card program to track usage and initiate billing.

    b. Provide contract pricing based on the San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time. Pricing shall be updated on a daily basis. Other than applicable taxes, NVTA will not accept any additional fees or surcharges.

    c. Ability to provide unleaded fuel, diesel fuel, and compressed natural gas per year based on the usage in Table 1 (below) within Napa NVTA at modern facilities with equipment and processes that are compliant with all statutory and regulatory requirements. Facilities shall have, or have access to, back-up auxiliary power in the event of power outage. Facilities should have security features such as adequate lighting, video surveillance, attendants, and public phones.

    d. Provide commercial, in-network fueling stations within Napa NVTA that shall be available 24 hours a day, 7 days a week, 365 days a year.

    e. Maintain and provide a list of any out-of-network fueling stations in Napa NVTA

    f. For in-network stations: maintain and provide a contact list for station support when/if station is not staffed.

2. Cards, Invoice/Billing, and Data Collection

    a. Provide fleet fueling cards, which, at minimum, are capable of tracking vehicle and staff ID information.

        (1) Ability to restrict card purchases to fuel only, including fuel type and quantity.
        (2) Provide vehicle and driver cards to NVTA (lot quantities) within seventy- two (72) working hours of receipt of request.
        (3) Update system with employee name on individually issued driver cards and vehicle information on individually assigned vehicle cards within seventy-two (72) working hours of receipt of request.
        (4) Maintain and provide a customer support contact list, for contact during regular business hours as well as after-hours.

    b. Provide OPIS report on a weekly basis showing seven-day San

Francisco Area Daily Branded Rack Average as of 6:00am Pacific Standard Time (PST) each day and updated on a daily basis

c. Provide electronic invoices that can be downloaded into an excel spreadsheet showing as much of the following information as possible:
   - Department/agency
   - Vehicle ID number
   - Driver ID number and name
   - Date and time of transaction
   - Site name and address
   - Volume of fuel per transaction
   - Type of fuel per transaction
   - Odometer reading
   - Distance since last fueling
   - Miles per gallon
   - Listing of all taxes and applicable fees
   - Price per gallon
   - Total dollar amount per transaction
   - Total dollar amount for invoice
   - Summary of Total volume in gallons of each type of fuel purchased
   - Summary of Total dollar amount of each type of fuel purchased
   - Summary of total gallons and dollar by card

d. Payment net 30 day terms with no late fees.

e. Provide NVTA with a Master Billing Report in an electronic spreadsheet format.

f. Maintain and keep full and accurate daily record of sales transactions in connection with fuel services for a period of three (3) years. If requested, a copy of record shall be supplied to NVTA on a monthly basis by the tenth working day of the subsequent month. In addition, all such records shall be available for auditing by NVTA at any time during regular business hours.

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

Proposal Submittal – RFP No. 2019-05

October 30, 2019 2:00 PM local time

Napa Valley Petroleum, Inc.

P.O. Box 2670

Napa, CA 94558

707.252.6888

Contact Person:

Tim Cardoza

707.252.6888

timc@napavalleypetroleum.com

October 28, 2019

Kate Miller

Executive Director

Napa Valley Transportation Authority

625 Burnell Street

Napa, CA 94559

RFP No. 2019-05

Dear Ms. Miller,

The attached RFP proposal will be valid for 180 days from the date of acceptance. All correspondence shall be directed to me, Tim Cardoza, as I am the authorized person to negotiate this contract. Please note my contact information below.

Regards,

Tim Cardoza

President

Napa Valley Petroleum, Inc.

P.O. Box 2670

Napa, CA 94558

707.252.6888

timc@napavalleypetroleum.com

Executive Summary & Qualifications

In Submitting this proposal, Napa Valley Petroleum, Inc. intends to meet the fueling requirements and standards set forth by following our existing pattern of service to NVTA.

Napa Valley Petroleum maintains a proprietary fueling card system at our primary location for NVTA vehicles at Lincoln Avenue Chevron, 695 Lincoln Avenue, Napa CA, which is approximately .2 miles from the current Jackson St. maintenance facility. Five additional fueling sites are within Napa county as alternatives.

NVP has a long history of service to NVTA and its fleet. Our fueling sites are open 24 hours for card activated fueling. The sites are attended approximately 18 hours per day to assist with fueling or card problems. Attendants have authority to allow manually operated fueling should fuel card problems arise. All sties are additionally monitored with security cameras. Emergency systems including shut-off switches, fire extinguishers, video surveillance, and 24 hour monitored telephone numbers available.

All accounting and card services are provided directly through our main office at 257 South Kelly Road in American Canyon to ensure rapid response to our customer's needs.

NVP provides fleet fueling services to hundreds of regional customers, including local city, county, and governmental agency fleets. As well as providing emergency fuel services to the county, every municipality, fire, sheriff, water departments, public works, hospitals, care facilities.

Staffing and Project Organization

Napa Valley Petroleum's organizational structure is designed to provide responsive customer service throughout its chain of command, from the initial fueling contact at the station level, to company ownership.

Our employees are given the authority to activate manual fueling procedures in the event of fuel card or other associated problems. Key operational personnel are available 24/7 by cell phone.

Tim Cardoza

President -owner

707.974.3227 cell

Robert Payan

Retail General Manager

707.815.4720 cell

Tiffani Vizza

Office/Accounting Manager – owner

707.815.2461

Cost Proposal

PRODUCT	**Price Basis**
Diesel #2 CARB	OPIS daily branded rack average plus .18 cpg.
Unleaded Gasoline – 87 octane	OPIS daily branded rack average plus .18 cpg.

Card creation or replacement at no charge.

Account maintenance at no charge

Emergency card lock-out at no charge

Payment terms net 30

Cost Proposal is for the contract term of three (3) years with an additional two (1) year options

Exceptions to Agreement:

NVP has no exceptions to the NVTA Professional Service Agreement.

ATTACHMENT D

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP)

Legal Name of Firm :
Napa Valley Petroleum Inc.

Date:
10/28/2019

Street Address:
257 South Kelly Road

Telephone Number:
707.252.6888

City/State/Zip:
American Canyon CA 94503

Firm's Fax Number:
707.252.2756

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☒

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)
S Corp

Business License (documented):
#8396

Taxpayer ID Number (Federal):
68-0243236

Name and Title of Manager:

Tim Cardoza, President

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

Tim Cardoza, President
timc@napavalleypetroleum.com
707.252.6888 Office 707.974.3227 Cell

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☒

Signature, Name and Title of Person Signing

Tim Cardoza 10/28/2019

Tim Cardoza
President

Scope of Work

Napa Valley Petroleum, through its proprietary card system will endeavor to provide 24 hour access, 365 days per year for NVTA vehicle fueling of its gasoline and diesel vehicles. CNG is not part of our bid proposal.

Primary fueling will be at Lincoln Avenue Chevron, 695 Lincoln Avenue. This location is approximately .2 miles from NVTA's current maintenance yard and has large vehicle access.

NVP has alternative sites in Napa, American Canyon, and St. Helena.

Redwood Chevron – 2008 Redwood Road, Napa

Salvador Chevron – 1895 Salvador Avenue, Napa

Kelly Road Cardlock – 257 South Kelly Road, American Canyon

St. Helena Chevron - 1400 Main Street, St. Helena

NVP (The Station) – 1153 Main Street, St. Helena

All grades of gasoline, as well as CARB diesel #2 are available. Future options of E-85, and Renewable diesel at some sites are currently being explored

All Facilities comply with Federal, State and local regulations with respect to environmental, health, and safety requirements.

Fuel reporting and data capture provided through proprietary data software, and will include itemized invoice reports. Digital reporting is available in several established formats. Customization of digital reports may be available, depending on the complexity of the request.

ATTACHMENT F - DBE AND GOOD FAITH EFFORTS

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

AGENCY:_____ LOCATION:_____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $_____

PROPOSAL DATE:_____

PROPOSER'S NAME: Napa Valley Petroleum, Inc.

CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE
RFP 2019-05	Fuel Bid			100%

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

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

_____ _____

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed Participation

$_____

100 %

_____

Signature of Proposer

Tim Cardoza

Date: 10/28/2019

(Area Code) Tel. No.: 707.252.6888

For Caltrans Review:

_____ _____ _____

Print Name Signature Date
Caltrans District Local Assistance Engineer

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

EXHIBIT B

COST SHEET

PRODUCT	Price Basis
Diesel #2 CARB	**OPIS daily branded rack average plus .18 cpg.**
Unleaded Gasoline - 87 octane	**OPIS daily branded rack average plus .18 cpg.**

Card creation or replacement at no charge.

Account maintenance at no charge

Emergency card lock-out at no charge

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO.19-29

THIS AGREEMENT is made and entered into as of this day of , 2019, 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 Clean Energy, a Corporation registered in the State of California, whose mailing address is 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain fueling services for its transit fleet vehicles; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its November 20, 2019 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 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**.

(a) The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2022, 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)".

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

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.

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 Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at ap@nvta.ca.gov or 625 Burnell Street, Napa CA 94559, who after review and approval as to form and content, shall submit the invoice to the NVTA Manager of Finance 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 Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor**. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, 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, 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 respects 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 all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

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

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although 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.

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

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

NVTA	CONTRACTOR
Kate Miller	Derek Turbide
Executive Director	Regional Vice President
625 Burnell Street	4675 MacArthur Court, Suite 800
Napa, CA 94559	Newport Beach, CA 92660

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use**. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of 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 contractors.

(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 subcontractor'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.

16. **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.

17. **No Assignments or Subcontracts**.

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of 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 assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver

of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue**.

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of 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 subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

22. **Access to Records/Retention**. NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of 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.

23. **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.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to 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.

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

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

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

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

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

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

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

"NVTA"	"CONTRACTOR" Clean Energy
By_____ Kate Miller, Executive Director	By_____ Derek Turbide, Regional Vice President
ATTEST:	
By_____ Karalyn E. Sanderlin, Board Secretary	By _____ NAME, Position

Approved as to Form

By: _____
NVTA General Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK

1. CONTRACTOR shall provide NVTA'S transit fleet with fueling services at commercial fueling facilities including tracking and billing for acquisition of compressed natural gas (CNG) fuel.

    a. Maintain and provide a fuel card program to track usage and initiate billing.

    b. Provide contract pricing based on the San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time. Pricing shall be updated on a daily basis. Other than applicable taxes, NVTA will not accept any additional fees or surcharges.

    c. Ability to provide unleaded fuel, diesel fuel, and compressed natural gas per year based on the usage in Table 1 (below) within Napa NVTA at modern facilities with equipment and processes that are compliant with all statutory and regulatory requirements. Facilities shall have, or have access to, back-up auxiliary power in the event of power outage. Facilities should have security features such as adequate lighting, video surveillance, attendants, and public phones.

    d. Provide commercial, in-network fueling stations within Napa NVTA that shall be available 24 hours a day, 7 days a week, 365 days a year.

    e. Maintain and provide a list of any out-of-network fueling stations in Napa NVTA

    f. For in-network stations: maintain and provide a contact list for station support when/if station is not staffed.

2. Cards, Invoice/Billing, and Data Collection

    a. Provide fleet fueling cards, which, at minimum, are capable of tracking vehicle and staff ID information.

        (1) Ability to restrict card purchases to fuel only, including fuel type and quantity.
        (2) Provide vehicle and driver cards to NVTA (lot quantities) within seventy- two (72) working hours of receipt of request.
        (3) Update system with employee name on individually issued driver cards and vehicle information on individually assigned vehicle cards within seventy-two (72) working hours of receipt of request.
        (4) Maintain and provide a customer support contact list, for contact during regular business hours as well as after-hours.

    b. Provide OPIS report on a weekly basis showing seven-day San

Francisco Area Daily Branded Rack Average as of 6:00am Pacific Standard Time (PST) each day and updated on a daily basis

c. Provide electronic invoices that can be downloaded into an excel spreadsheet showing as much of the following information as possible:
   - Department/agency
   - Vehicle ID number
   - Driver ID number and name
   - Date and time of transaction
   - Site name and address
   - Volume of fuel per transaction
   - Type of fuel per transaction
   - Odometer reading
   - Distance since last fueling
   - Miles per gallon
   - Listing of all taxes and applicable fees
   - Price per gallon
   - Total dollar amount per transaction
   - Total dollar amount for invoice
   - Summary of Total volume in gallons of each type of fuel purchased
   - Summary of Total dollar amount of each type of fuel purchased
   - Summary of total gallons and dollar by card

d. Payment net 30 day terms with no late fees.

e. Provide NVTA with a Master Billing Report in an electronic spreadsheet format.

f. Maintain and keep full and accurate daily record of sales transactions in connection with fuel services for a period of three (3) years. If requested, a copy of record shall be supplied to NVTA on a monthly basis by the tenth working day of the subsequent month. In addition, all such records shall be available for auditing by NVTA at any time during regular business hours.

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.

Napa Valley Transportation Authority

CNG Fueling Services
RFP #2019-05

Reagan Clemens
Account Manager, Sales
949.437.1082
Reagan.Clemens@cleanenergyfuels.com

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000
www.CleanEnergyFuels.com

October 30, 2019

Clean Energy

ATTACHMENT D

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP)

Legal Name of Firm :

Clean Energy

Date: October 28, 2019

Street Address:

4675 MacArthur Court, Suite 800

Telephone Number:

(949) 437-1000

City/State/Zip:

Newport Beach, CA 92660

Firm's Fax Number:

(949) 724-1397

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☑

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)

Corporation

Business License (documented):

33222

Taxpayer ID Number (Federal):

95-4603747

Name and Title of Manager: Derek Turbide, Regional Vice President

Reagan Clemens, Account Manager, reagan.clemens@cleanenergyfuels.com, (949) 437-1082

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☑

Signature, Name and Title of Person Signing

Robert M. Vreeland, Chief Financial Officer

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000
www.cleanenergyfuels.com

Chad Lindholm
Vice President, Sales

Clean Energy

October 30, 2019

Kate Miller
Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Re: RFP No. 2019-05 to provide Fueling Services

Dear Ms. Miller:

Napa Valley Transportation Authority (NVTA) requires a reliable fueling source for its fleet of vehicles. We are well positioned to provide convenient and quality CNG fueling at our local station within 2.5 miles of NVTA's facility. We value NVTA's user fueling experience and upgraded the station to more than double the capacity in June 2014.

Clean Energy is confident the station will continue to provide NVTA with the best and most reliable CNG fueling option. We are prepared to deploy our ability and resources to support the success of NVTA's fueling operation.

Reagan Clemens, Account Manager, is available to respond to your RFP questions. His contact information is Reagan.Clemens@cleanenergyfuels.com and (949) 437-1082.

Sincerely,

Chad Lindholm
Vice President

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Executive Summary

Napa Valley Transportation Authority (NVTA) seeks a compressed natural gas (CNG) fuel provider for its five Vine Transit Vehicles transit buses. As NVTA's current CNG fuel provider, Clean Energy will support your agency by offering a fuel card program that will facilitate billing, vehicle tracking, and record-keeping of sales transactions. We clearly understand NVTA's RFP requirements and will provide a safe, clean, and reliable fueling experience, with 24/7 service within our in-network fueling stations. Because 100% of our California stations offer Redeem™ renewable natural gas (RNG) fuel, NVTA will maintain a reduced carbon footprint by continuing to fuel with Clean Energy.

The Upgraded CNG Station is Expected to Enhance NVTA'S Fueling Experience

We completed an extensive upgrade at the 2008 Redwood Road CNG facility in June 2014. The upgraded facility includes a new IMW 250 horsepower non-lubricated compressor, new dryer, and two new dispensers, along with the latest electrical upgrades and diagnostic equipment. These improvements have more than doubled the capacity and redundancy of the station and provide a fast and reliable fueling experience for NVTA.

The IMW compressor is now the main compressor, and the existing older compressor at the site will be used only as a backup during maintenance periods. This redundancy provides NVTA with peace of mind by knowing that your CNG bus fleet will be fueled reliably to meet roll out every day.

Capacity of the new system is 628 standard cubic feet per minute (SCFM) compared to 250 SCFM with the old equipment. This translates to five gasoline gallons equivalent (GGE) per minute

Clean Energy's Retail Dispenser at one of our Public Access Stations

compared to only two GGE per minute with the older compressor, saving NVTA both time and money.

NVTA's time is valuable and now each transit bus will achieve a complete fill at a fast and consistent. Our local, fully trained technicians, spare parts warehouse, and remote monitoring systems will ensure a fast, easy, and safe fueling experience.

Clean Energy Can Better Serve NVTA

We value a long-term relationship with NVTA and have comprehensive offerings to help you meet your long-term CNG and environmental goals.

Clean Energy Value to NVTA	
Clean Energy station within 2.5 miles	NVTA fuels at this user-friendly station, located 5-7 minutes from your Jackson Street Maintenance facility
NVTA Preferred Retail Station Pricing	NVTA will receive preferred pricing with this RFP award
Redeem™ – RNG	NVTA fuels with RNG supplied at our station; this has reduced your carbon footprint by 68 CO^2 metric tons.
Station Design, Build, Operate, & Maintain Experts	NVTA's station is cared for by experts who ensure daily roll-out
Largest Parts Inventory (over $11 million) and Warehouses	Gives NVTA peace of mind that Clean Energy has the necessary parts to keep the station online
24/7 Live Customer Support Center	NVTA will have issues addressed by a trained customer support representative

Qualifications of Proposer

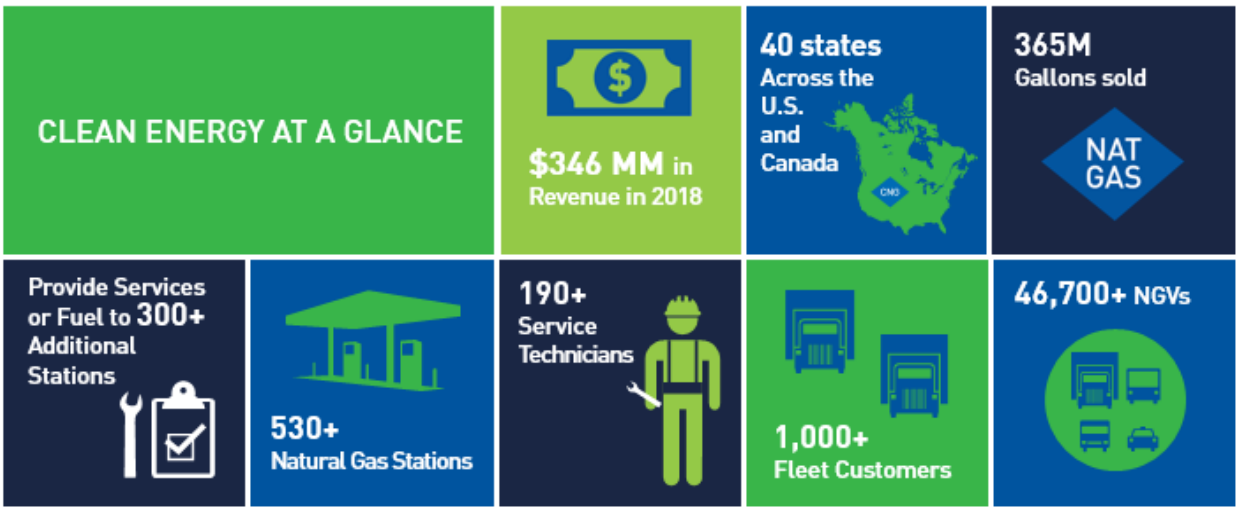
Clean Energy Profile

Clean Energy is the largest provider of CNG services in the United States. We have more than 20 years of experience developing and implementing natural gas fueling solutions for various fleet customers.

Since our inception, we have invested $1 billion in natural gas fueling station development and designed and/or constructed over 375 new/upgraded stations across North America.

Clean Energy is a vertically integrated company. We own most elements of our supply chain, which allows us to provide a greater value and one-stop solution for our customers. We have an ownership in IMW, a natural gas fueling equipment manufacturing company which provided NVTA's existing compressors, as well as an RNG marketing company that supplies RNG to fleets in Oregon, California, and Texas. We also have a facility modifications group to construct and maintain methane detection systems and a grants department that has been awarded over $500 million for customer and Clean Energy projects.

Clean Energy was established in 1996 and has been a publicly traded company since 2007 (Nasdaq: CLNE).



We are funded by more than 75,000 shareholders and 129 institutional investors. Further, in June 2018, we received a significant equity investment from Total SA, the 4th largest energy company in the world. Last year, Clean Energy reported $346 million in revenue and 365 million gallons of natural gas sold to customers across the United States. For additional financial information please refer to our latest financial report at http://investors.cleanenergyfuels.com/financialinformation/annual-reports.

Transit Customer Fueling Experience

Clean Energy is the natural gas fueling partner of choice for transit agencies across the nation. Clean Energy provides fuel to 8,400 natural gas buses and paratransit vehicles. Our customers range from relatively small transit agencies with CNG-powered buses to agencies like Los Angeles Metro that operate over 2,000 CNG buses.

Clean Energy Station Fueling NVTA

Our CNG station is conveniently located at Napa Valley Petroleum, 2008 Redwood Road, Napa, California. It is less than 2.5 miles and five to seven minutes from NVTA's 720 Jackson Street facility. In addition, NVTA currently uses this same station to purchase gasoline and diesel.

Redeem™ is sold in the CNG fuel dispensed at California stations, including our Napa station at no additional cost to NVTA.

Increasing Environmental Benefits by Reducing Carbon Emissions in Napa

Redeem™ provides a significant reduction in carbon emissions when displacing diesel, gasoline, or fossil natural gas. According to California Air Resources Board estimates, fueling with Redeem™ provides up to a **90%**

reduction in CO_2 equivalent emissions, when compared to a baseline of ultra-low sulfur diesel (ULSD).

Redeem™ is 100% renewable: It is derived from biogenic methane that is naturally generated by the decomposition of organic waste at landfills and agricultural waste sources. Capturing and combusting this methane, which might have otherwise migrated to the atmosphere, results in a low or negative carbon footprint (when biomethane is produced from a food or animal waste digester or wastewater treatment plant).

Fuel Cards Capture Data for Reporting

To meet NVTA reporting requirements, we offer a proprietary fuel card which can capture each vehicle's identification number, odometer per each fueling, date, time, and price per GGE. All this data will be itemized on an invoice for proper reconciliation. NVTA currently has Clean Energy fuel cards, and we recommend that you initially issue one fuel card per bus. Clean Energy's fuel card will work at every Clean Energy location. If fuel cards are lost, stolen, or are not functioning, we can issue new cards within 3-5 business days. A sample fuel report which is currently supplied to NVTA can be provided upon request.

Proactive and Scheduled/Routine Maintenance

Clean Energy will perform ongoing proactive and scheduled maintenance services and perform remedial maintenance when station equipment is malfunctioning.

Our **proactive maintenance** approach entails fixing underlying conditions that may lead to equipment faults or degradation. Daily remote monitoring performed by our skilled operators promotes efficiencies in early detection of station issues and quick response times. Equipment used at Clean Energy's station has various sensors and probes that monitor temperature, pressure, vibration and more. We connect to and monitor these parameters in

our 24/7/365 Clean Energy-staffed Operations Center. Our technicians also conduct proactive maintenance including inspection and adjustments of equipment, piping, electronics, and ancillary systems as necessary.

Preventative Maintenance is employed as recommended by original equipment manufacturers or based on our best practices to prolong equipment life.

Corrective Maintenance is minimized by using rigorous proactive and preventative maintenance programs but with heavy machinery equipment failure is inevitable. Clean Energy is prepared for any emergency situation as you will find in the paragraphs below.

Callouts & Remote Monitoring

Callouts can range from a simple station component failure to a serious safety incident. In any case, our protocol ensures a high level of communication and transparency throughout the resolution process. Clean Energy's emergency callout plan is triggered by any of the following:

- An email message triggered by a station fault or shutdown to our Operations Center and field staff
- Our 24/7 Operations Center being alerted by our server-based SCADA system
- NVTA reporting a station performance or safety issue

Under any of the scenarios the following response will be initiated:

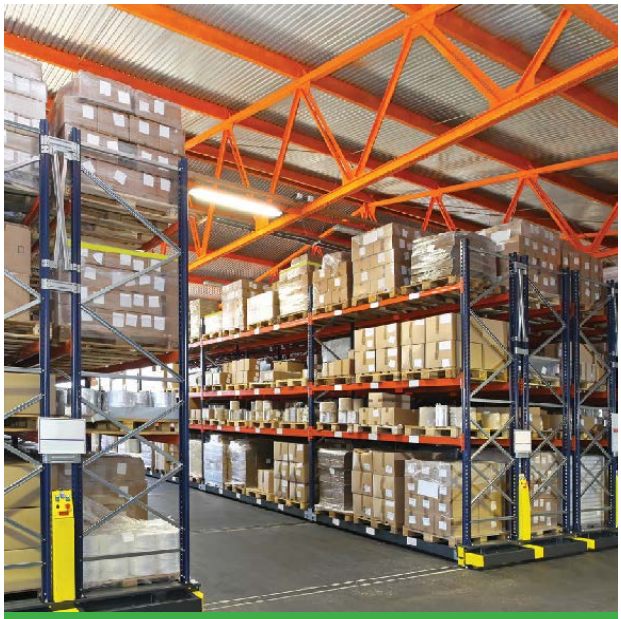
- Operations Center staff of 20 will remotely review the fault or situation and try to rectify the problem via a station reset or set point adjustment. If they are unable to resolve the issue, a technician will be notified.
- A technician will remotely dial-in and troubleshoot the problem. If a remote fix is unavailable, the technician will dispatch to the station or schedule a service visit within two hours of being called out to the site.

- Once corrected, NVTA will be given a full debrief including the corrective measures taken to address the problem.

Clean Energy's Operations Center. *Live 24/7/365 operators respond to customer calls. Oftentimes they can monitor and reset station faults remotely or dispatch a technician.*

Spare Parts Management

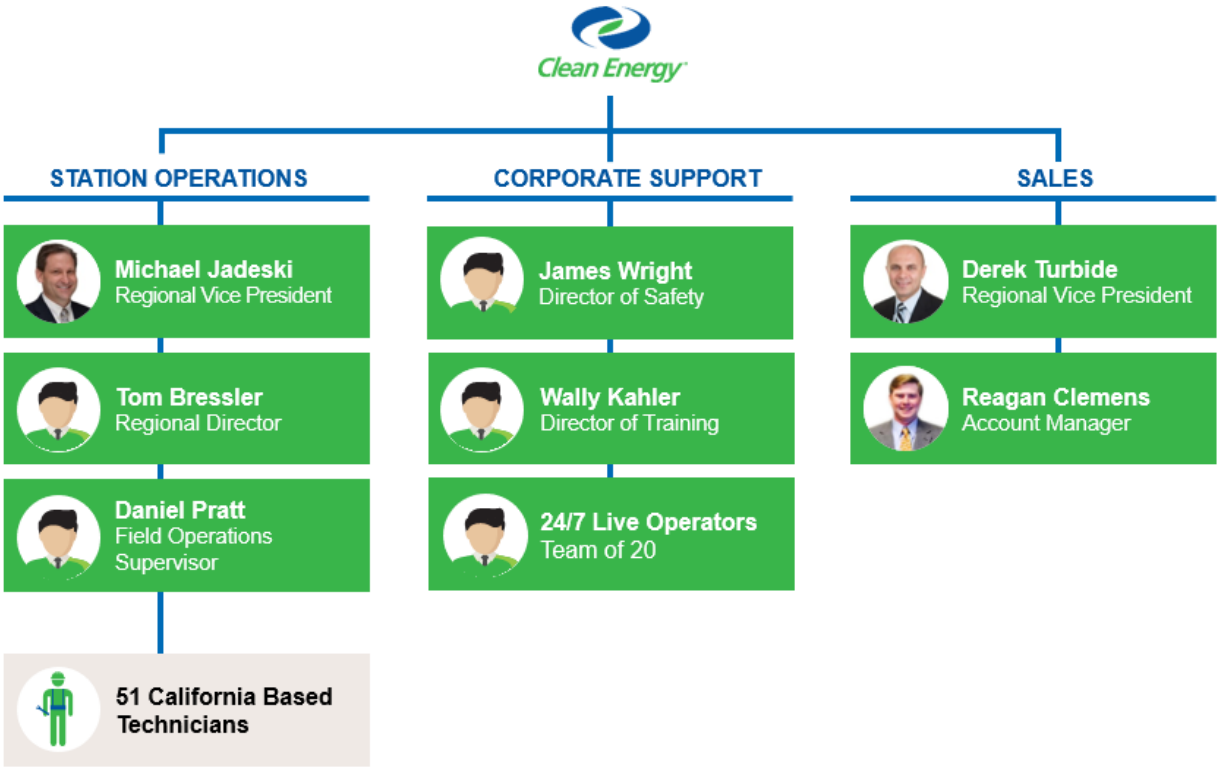
Clean Energy will store necessary spare parts, including consumables and parts that are used regularly, have long lead times or that are unique to and critical to station operation at our Carson, CA warehouse. Additionally, every Clean Energy service technician keeps a supply of parts in their vehicle. If they do not have a necessary part on-site or in their vehicle, they will request it from our regional warehouses.



Clean Energy Carson Spare Parts Warehouse. *We inventory your spare parts and consumables in technician vehicles and at our national warehouse in Carson, CA.*

Staffing and Project Organization

We employ in-house personnel to perform specialized functions related to natural gas fueling station design, engineering, construction management and operation. To ensure reliable service for NVTA, Clean Energy has assigned the staff plan and hierarchical organizational chart which are found on the following pages.



Operations

Tom Bressler, Western Regional Director, Operations

Mr. Bressler is responsible for the successful operation of the CNG station including indirect management and oversight of all Clean Energy service technicians, training and support, and adherence to the station's performance specifications.

Local Service Technicians

Daniel Pratt will serve as the Field Operations Supervisor for the technicians assigned to perform work at the Napa CNG station. We employ 51 fully trained service technicians in California to ensure that our customers have reliable and quick fueling daily. When issues occur, our technicians can be dispatched to troubleshoot it.

Contract Management

Reagan Clemens, Account Manager

Mr. Clemens will be NVTA's day-to-day administrative support and corporate contact and will coordinate contract compliance. Mr. Clemens will provide customer support across all Clean Energy's functional teams and will assist NVTA with any requests to support our 24/7 live operator service center. In addition, Mr. Clemens will be the primary contact for our proposal.

Cost Proposal

As the owner and operator of the station, we will provide all preventative, scheduled and emergency maintenance, callouts, labor and materials, parts replacement, equipment rebuilds, full-service remote monitoring, and training at the station. Should anything fail at the station, we will be responsible for bringing the station online. We will continue to focus on providing reliable, clean and quick CNG fueling for NVTA's transit buses.

Clean Energy's public CNG station is 2.5 miles away from NVTA's bus yard. The next closest public CNG station for NVTA to use is 5.7 miles away from your bus yard. Additional cost will be incurred by making daily fueling trips to the next closest public CNG station, which could take 30 minutes or more round trip per bus.

We propose a preferential fuel price for NVTA which is based on the amount of fuel purchased monthly as detailed in the chart below. The discount will apply to the posted retail prices for each given month. For example, the Posted Retail Price today is $3.699 per GGE. If NVTA's fuel purchases exceeded 3,500 GGEs this month, the posted retail price would be discounted by $0.50 per GGE and NVTA's preferential fuel price would be $3.199 per GGE. Additionally, since NVTA is exempt from Federal Excise Tax on CNG ($0.183 per GGE) and is eligible for the reduced $0.01 per GGE California Fuel Use Tax, **NVTA's effective rate for this example would be $3.026 per GGE**. Please note that our posted retail rate includes all applicable taxes. NVTA and/or its contractor must provide Exemption Certificates and/or documentation to Clean Energy before we will remove taxes from fuel purchase invoices.

NVTA Price Discount Structure	
NVTA Monthly Volume	**Discount Price**
2,000 - 3,499 GGE	Posted Retail Price Minus $0.25/GGE
3,500 - 5,000 GGE	Posted price minus $0.50/GGE
>5,000 GGE	Posted price minus $0.75/GGE

Exceptions to the Agreement

Upon award, Clean Energy reserves the right to negotiate mutually agreeable terms for the final contract.

Appendices

Attachment F – DBE Good Faith Efforts

Business License

NOT APPLICABLE - Clean Energy currently operates and maintains this CNG fueling station. We will continue to self perform the work utilizing our employees

ATTACHMENT F - DBE AND GOOD FAITH EFFORTS

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

AGENCY:_____ LOCATION:_____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $_____

PROPOSAL DATE:_____

PROPOSER'S NAME:_____

CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

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

_____ _____ _____

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed Participation

$_____

_____%

_____

Signature of Proposer

_____

Date (Area Code) Tel. No.

For Caltrans Review:

_____ _____ _____

Print Name Signature Date
Caltrans District Local Assistance Engineer

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

NOT APPLICABLE - Clean Energy currently operates and maintains this CNG fueling station. We will continue to self perform the work utilizing our employees

DBE Information – Good Faith Efforts

Federal-aid Project No. _____Bid Opening Date _____

NVTA established a Disadvantaged Business Enterprise (DBE) goal of_____for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount($)	Percentage of Contract

E. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a :

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

_____
_____
_____
_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

G. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

CITY of NAPA
BUSINESS LICENSE

LICENSE TERM	EXPIRATION DATE	LICENSE NUMBER
ANNUAL	12/31/19	33222

U.S. POSTAGE PITNEY BOWES
ZIP 94559 $ 000.50⁰
02 4W
0000363048 FEB 08 2019

VALID ONLY AT BUSINESS LOCATION PRINTED BELOW
BUSINESS LOCATION 2008 REDWOOD RD NAPA
BUSINESS TYPE COMPRESSED NATURAL GAS FUELING STATION

REMOVE THIS PORTION BEFORE POSTING IN A CONSPICUOUS PLACE

FEB 11 2019

CLEAN ENERGY
ATTN: TAX DEPT
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660

LICENSE ISSUED FOR REVENUE PURPOSES ONLY. IS NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW

EXHIBIT B

COST SHEET

NVTA Price Discount Structure	
NVTA Monthly Volume	Discount Price
2,000 - 3,499 GGE	Posted Retail Price Minus $0.25/GGE
3,500 - 5,000 GGE	Posted price minus $0.50/GGE
>5,000 GGE	Posted price minus $0.75/GGE

Discount will apply to the posted retail prices for each given month.

Example: Posted Retail Price today is $3.699 per GGE. If NVTA's fuel purchases exceeded 3,500 GGEs this month, the posted retail price would be discounted by $0.50 per GGE and NVTA's preferential fuel price would be $3.199 per GGE. Additionally, since NVTA is exempt from Federal Excise Tax on CNG ($0.183 per GGE) and is eligible for the reduced $0.01 per GGE California Fuel Use Tax, **NVTA's effective rate for this example would be $3.026 per GGE**.

Please note that posted retail rate includes all applicable taxes. NVTA and/or its contractor must provide Exemption Certificates and/or documentation to Clean Energy before we will remove taxes from fuel purchase invoices.

November 20, 2019
NVTA Agenda Item 9.5
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

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

SUBJECT: Resolution 19-20 Adopting Federal Transit Administration (FTA) Fiscal Years (FY) 2020-2022 Disadvantage Business Enterprise (DBE) Triennial Goal and Policy

---

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 19-20 (Attachment 1) adopting the Disadvantaged Business Enterprise (DBE) program (Attachment 2) with a proposed triennial DBE goal of two point eight percent (2.8%) for Federal Transit Administration (FTA) projects for Fiscal Years 2020-22.

OTHER OPTIONS FOR CONSIDERATION

Option 1: Do not submit a DBE policy and goal to FTA. Consequently, NVTA will not be compliant with FTA regulations which may result in the suspension of federal reimbursements and the approval of FTA grants.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

As a recipient of federal financial assistance in excess of $250,000 from the Federal Transit Administration (FTA), NVTA is required to submit its triennial plan for the FY 2020-22 with a proposed goal of 2.8%.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No, not for the adoption of the program, however, DBE goals for contract may influence cost for future transit contracts with federal funding.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 4: Support Napa County's economic vitality. The DBE program grants additional leverage for socially and economically disadvantaged firms to work with NVTA and its contractors and consultants.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

Department of Transportation (DOT) DBE regulations require state and local transportation agencies who receive DOT financial assistance to establish goals for participation of DBE's. The DBE program helps establish a level playing field for socially and economically disadvantaged firms to compete for transit contracting opportunities. The DBE program provides a vehicle for increasing participation by small firms, owned and controlled by a socially and economically disadvantaged individual(s), certified to participate as DBE's in Department of Transportation (DOT) federally assisted programs.

FTA regulations require grantees to establish a three-year DBE overall goal setting methodology and submitted to FTA by August 1, 2019. To that end, staff completed the FY 2020 through FY 2022 DBE Overall Goal and Goal Setting Methodology (DBE Program) and recommended a goal of 2.8% for FTA assisted contracts.

The goals are not quotas, but simply an estimate, based on relative availability, of what DBE participation would be expected in the absence of discrimination. NVTA's contractors must make good faith efforts to meet the overall agency DBE goal, and account for situations where they fall short of the DBE participation goal.

SUPPORTING DOCUMENTS

Attachments: (1) Resolution 19-20
(2) DBE Policy and Goal for Fiscal Year 2020-2022

ATTACHMENT 1
NVTA Board Agenda Item 9.5
November 20, 2019

RESOLUTION No. 19-20

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) ADOPTING A DISADVANTAGED BUSINESS ENTERPRISE (DBE) OVERALL GOAL FOR FISCAL YEAR (FY) 2020 THROUGH FISCAL YEAR 2022

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

WHEREAS, NVTA is a sub-recipient of federal funding in excess of $250,000 annually (excluding vehicle purchases) and therefore is required to establish a Disadvantaged Business Enterprise DBE program, established by 49 C.F.R. Part 26; and

WHEREAS, the U.S. Department of Transportation (DOT) issued Regulations (49 CFR Part 26), establishing Disadvantaged Business Enterprises (DBEs) participation in federally assisted contracts; and

WHEREAS, it is NVTA's policy to ensure that DBEs defined in 49 C.F.R. Part 26, have an equal opportunity to receive and participate in United States Department of Transportation (DOT) assisted contracts. It is also policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts, and
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

WHEREAS, the Regulations require that NVTA establish a three-year DBE overall goal for FY 2020-2022; and

WHEREAS, the NVTA FY 2020 through FY 2022 DBE Overall Goal and Goal Setting Methodology (as set forth in the DBE Report) recommends the establishment of the DBE overall goal of two point eight percent (2.8%) applicable to contracting opportunities assisted by the U.S. DOT pursuant to requirements in the Regulations; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the 2.8% DBE overall goal for FY 2020 through FY 2022 applicable to U.S. DOT assisted contracts; and

BE IT FURTHER RESOLVED that the Board of Directors directs the Executive Director, or designee, to submit the DBE Report to the U.S. DOT through the Federal Transit Administration by August 1, 2019, so as to assure continued eligibility for the receipt of federal financial assistance.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on November 20, 2019, by the following vote:

Ayes:

_____
Chris Canning, NVTA Chair

Nays:

Absent:

ATTEST:

_____
Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel

ATTACHMENT 2
NVTA Agenda Item 9.5
November 20, 2019

NVTA
NAPA VALLEY TRANSPORTATION AUTHORITY

VINE

Disadvantaged Business Enterprise Program

FY 2020-2022

625 Burnell Street · Napa, CA 94559-3420
Tel: (707) 259-8631
Fax: (707) 259-8638
nvta.ca.gov
vinetransit.com

Napa Valley Transportation Authority

POLICY STATEMENT

Section 26.1, 26.23 Objectives / Policy Statement

The Napa Valley Transportation Authority (NVTA or Agency) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The NVTA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the NVTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the NVTA to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also NVTA's policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Renée Kulick, Senior Administrative Technician, has been delegated as the DBE Liaison Officer. In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the NVTA in its financial assistance agreements with the Department of Transportation.

NVTA has disseminated this policy statement to the NVTA Board of Directors and to all of the departments within the Agency. NVTA has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts in the following manner:

1. A copy of the policy statement has been posted on NVTA's websites: www.nvta.ca.gov and www.vinetransit.com.
2. A copy of this policy statement is made available to each attendee of all pre-bid meetings dealing with covered contracting opportunities.
3 Distribution channels include trade associations, online publications, and electronic notification via stakeholder distribution lists.

_____ 07/31/2019

Kate Miller, Executive Director Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1, 26.23 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

NVTA has established a Disadvantaged Business Enterprise (DBE) program in accordance with Title 49 Code of Federal Regulations, Part 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. AVTA receives Federal financial assistance from the U.S. Department of Transportation (U.S. DOT) and as a condition of receiving this assistance; NVTA has signed an assurance that it will comply with Title 49 CFR Part 26. The DBE Program applies to all of AVTA's U.S. DOT-assisted projects.

It is the policy of NVTA to ensure that DBEs, as defined in Part 26, have an equitable opportunity to compete for and participate in the performance of all NVTA U.S. DOT-assisted contracts and subcontracts.

Section 26.5 Definitions

Any terms used in this DBE Program that are defined in 49 CFR § 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. Some of the most common terms are defined below.

Disadvantaged Business Enterprise or DBE means a for-profit small business concern:

- That is at least 51 percent owned by one (1) or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one (1) or more such individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as Disadvantaged in accordance with Title 49 CFR Part 26.

Socially and Economically Disadvantaged Individual: Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Found by AVTA to be socially and economically disadvantaged on a case by case basis by a certifying agency pursuant to the standards of the U.S. DOT Title 49 CFR Part 26.

2. A member of any one (1) or more of the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
(ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
(iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
(iv) "Asian Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the

Pacific Islands (Republic of Palau), the commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
(v) "Subcontinent Asians Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
(vi) Women; and
(vii)Any additional group whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

NVTA has adopted and uses the definitions related to the DBE program found in 49 CFR Part 26.5.

Section 26.7 Non-discrimination Requirements

NVTA will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of age, disability, race, color, sex, or national origin.

In administering its DBE program, NVTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular age, disability, race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Uniform Report of DBE Awards or Commitments and Payments - 26.11(a)

NVTA will report DBE participation to the relevant operating administration- *FHWA and/or FTA* using the Uniform Report of DBE Awards or Commitments and Payments, found in Appendix B to the DBE regulation.

Division of Mass Transportation (DMT) subrecipients of Federal Transit Administration (FTA) funds must report on Disadvantaged Business Enterprises (DBE) participation in their contracting opportunities. Twice yearly, subrecipients must submit a completed Awards/Commitments and Actual Payments spreadsheet.

The spreadsheets are due to the transit program representative on April 15 for the period of October 1 to March 31 and October 15 for the period of April 1 to September 30. See Attachment 9 and 10 for reporting forms.

Bidders List - 26.11(c)

NVTA will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways:

NVTA will collect this information by having bidders/proposers complete and submit to NVTA a bidders/proposers information form. See Attachment 8 for a sample form.

Section 26.13 Assurances

NVTA has signed the following assurances, applicable to all DOT assisted contracts and their administration:

Federal Financial Assistance Agreement Assurance - 26.13(a)

"NVTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the NVTA of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance - 26.13b

We will ensure that the following clause is placed in every DOT assisted contract and subcontract:

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

SUBPART B – ADMINISTATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the NVTA has received a grant of $250,000 or more for FTA planning capital and maintenance in a federal fiscal year, and for FHWA authorized by the statute for which this part applies, NVTA will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.25 DBE Liaison Officer (DBELO)

NVTA has designated the following individual as the DBE Liaison Officer:

Renée Kulick
Senior Administrative Technician
625 Burnell Street
Napa, CA 94559-3420
T: (707) 259-8780
E: rkulick@nvta.ca.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the NVTA complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Executive Director concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes NVTA's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Executive Director\governing body on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Plans and participates in DBE training seminars.
11. Certifies DBEs, if allowed, according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in California.
12. Provides outreach to DBEs and community organizations to advise them of opportunities.
13. Maintains the NVTA's updated directory on certified DBEs.

NVTA Board of Directors

The Board of Directors ultimately is responsible for ensuring that the DBE Program has a high priority at NVTA.

Executive Director (ED)

The ED designates the DBELO, grants to that DBELO direct, independent access to him or her concerning DBE matters and ensures the DBELO has sufficient resources to implement the DBE program in compliance with the provisions of 49 CFR Part 26.

Chief Financial Officer (CFO) or equivalent and Grants Management

1. Contacts the DBELO for the names of DBE financial institutions, uses their services in connection with DOT assisted projects and periodically reports the level of use of DBE financial institutions to Board of Directors.
2. Assists the DBELO in compiling federal funding data to calculate NVTA's overall DBE goal.
3. Promotes a level playing field for DBE financial advisors, investment bankers and bond counsel.
4. Assists the DBELO in developing financing, bonding and insurance programs to help increase the number or DBEs participating in DOT assisted contracts.

Other Support Personnel

NVTA personnel from other departments share the responsibility for ensuring the effective implementation of the DBE Program. They are expected to give their full cooperation and active support to the DBELO in this effort. Following are the support personnel and examples of their respective responsibilities.

Project Managers

1. Provides the DBELO with draft scopes of work and engineering estimates to enable the DBELO to actively engage in goal setting, outreach and the development of appropriate DBE language in solicitation documents.
2. Develop a working knowledge of the DBE program's policies, practices and procedures including race neutral and race conscious methods of achieving DBE participation, by reading the DBE program, and/or the project's solicitation documents and/or the contract manual and by attending DBE orientation sessions presented by the DBELO and staff members.
3. Notify the DBELO in a timely manner of their project's Pre-Proposal or Pre-Bid Conferences and "Kick-Off" Meetings.
4. Structure individual contracting actions to create a level playing field and participation by DBE firms wherever possible. This includes dividing a contract statement of work, where possible, into portions that will enable DBE firms to compete as prime contractors. Proper use of this structuring for DBE participation shall not result in the avoidance of proper approval authority. This also includes, if not prohibited by state law, waiving or reducing bonding requirements or allowing for incremental bonding.
5. Participate with the DBELO in monitoring that DBE firms are used and DBE records and reports are prepared and submitted in accordance with the terms of the contract.
6. Identify and refer potential DBE utilization problems promptly to the DBELO.

Client / Vendor Services

1. The NVTA website (www.nvta.ca.gov) provides up-to-date information electronically about NVTA contracting opportunities, upcoming events at NVTA and current program information.
2. Provides technical assistance over the telephone to firms requesting to be placed on the mailing list, provides NVTA vendor database information, including detailed step by step instructions on how to register on NVTA's vendor database, and responds to questions about doing business with NVTA.

Risk Management

1. Provides periodic reports on industry insurance and bonding standards and requirements to the DBELO. Provides information about insurance and bonding trends relevant to DBE firms for the coming year, if available, to the DBELO.
2. Participates with the DBELO and with legal counsel in the structuring of bonding and insurance requirements and standards in individual contracting actions to create a level playing field and participation by DBE firms wherever possible. This includes dividing a contract statement of work, where possible, into portions that will enable DBE firms to compete as prime contractors. Proper use of this structuring for DBE participation shall not result in the avoidance of proper approval authority. This also includes, if not prohibited by state law, waiving or reducing bonding requirements or allowing for incremental bonding.

General Counsel

1. Addresses small business matters relating to procurement and the implementation of the DBE program.
2. Renders legal opinions regarding the interpretation of DBE solicitation and contract provisions.
3. Advises the DBELO or his/her designees and the CEO regarding imposition of administrative sanctions against contractors that fail to comply with DBE requirements.
4. Represents NVTA in all legal actions involving DBE issues.
5. Provides the DBELO with legal opinions relevant to DBE certification.

Reconsideration Official

In accordance with 49 CFR §§ 26.53(d)(2) and 26.87(e), all proceedings by NVTA regarding the reconsideration of compliance with provisions of the DBE regulations concerning a contract award or the DBE status of a firm shall be made by the Executive Director or his/her designated representative who did not take part in the original determination. This official shall preside over NVTA hearings that may be held pursuant to this DBE Program, including administrative reconsideration of the DBELO's determination of a bidder's or proposer's compliance with good faith efforts or the DBELO's proposal to remove certification from a DBE firm.

Section 26.27 DBE Financial Institutions

It is the policy of the NVTA to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT

assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions:

NVTA staff completed a Federal Reserve Board website search www.fdic.gov/regulations/resources/minority/mdi.html and www.federalreserve.gov/publications/files/preserving-minority-depository-institutions-2019.pdf to identify the minority-owned banks derived from the Consolidated Reports of Condition and Income filed quarterly by banks. NVTA staff identified the following institution, listed in Attachment 7, titled "Minority Owned Banks."

NVTA will re-evaluate the availability of the DBE financial institutions on an annual basis. Information on the availability of such institutions is available upon request from the DBE Liaison Officer.

Section 26.29 Prompt Payment Mechanisms

Prompt Payment - 26.29(a)

The NVTA will include the following clause in each DOT assisted prime contract:

> *"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contract receives from NVTA. 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.

Retainage - 26.29(b)

> *"The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the NVTA."*

This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement - 26.29(d)

If NVTA determines that the prime contractor has failed to comply with the prompt payment provisions set forth above, NVTA may give written notice to the prime contractor and the prime contractor's surety that, if the default is not remedied within thirty (30) days, the contract may be terminated. NVTA may also impose penalties and sanctions for non-compliance with the prompt payment clause contained in Section 26.37, Monitoring and Enforcement Mechanisms.

Section 26.31 Directory

NVTA use the California Unified Certification Program (CUCP) database directory identifying all firms eligible to participate as DBEs. The directory lists firms' names, addresses, phone numbers, dates of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The CUCP website link is at *https://dot.ca.gov/programs/business-and-economic-opportunity/dbe* .

Section 26.33 Overconcentration

NVTA has not identified that overconcentration exists in the types of work that DBEs perform. However, if NVTA finds that DBE overconcentration has occurred to such an extent as to unduly burden the opportunity of non-DBE firms to participate in the highway design or construction program, it will develop procedures to address this. The procedures will be submitted to the appropriate operating administration for review and approval prior to implementation.

Section 26.35 Business Development Programs

NVTA has not established a business development program. We will re-evaluate the need for such a program every three (3) years.

Section 26.37 Monitoring and Enforcement Mechanisms

NVTA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26. NVTA will implement appropriate mechanisms, including sanctions, suspension, debarment, and application of legal and contractual remedies available under federal, state, and local law, as deemed appropriate and necessary, to ensure compliance with the requirements by all program participants.

Specifically, NVTA will take the following monitoring and enforcement steps to ensure compliance with 49 CFR Part 26:

- Bring 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 rules) provided in 26.109.
- Consider similar action under its own legal authorities, including responsibility determinations in future contracts.
- Provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished via onsite visits conducted by NVTA Civil Rights and construction field personnel. Written certification of compliance will be provided for each onsite visit.
- Keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

NVTA sub-recipients agree to work collaboratively with the California DOT to ensure monitoring and enforcement mechanisms take place on every federal aid project.

Section 26.39 Small Business Participation

NVTA has incorporated the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted public works projects by small business concerns (both DBE and non-DBE small businesses):

NVTA will take all reasonable steps to eliminate obstacles to SBE participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. The NVTA Civil Rights Office will work with affected program areas to ensure that technical staff members are aware of and have given consideration to eliminating obstacles to SBE participation.

NVTA will actively implement the program elements to foster small business participation. Doing so is a requirement of good faith implementation of NVTA's DBE program.

The small business element is included to ensure that small businesses have an equitable opportunity to participate and receive a fair share in procurement programs under NVTA's authority.

NVTA follows 49 CFR Part 26.5 in defining a Small Business Concern. This means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it that also does not exceed the cap on the average annual gross receipts specified in Section 26.65(b). By the use of this definition, it ensures that all small businesses are subject to the same size standards and can compete with similarly-sized businesses. According to the DOT, a small business is one that:

- Is organized for profit;
- Has a place of business in the United States;
- Makes a significant contribution to the U.S. economy by paying taxes or using American products, material or labor;
- Does not exceed the numerical size standard for its industry; and
- Can be a sole proprietorship, partnership, corporation, or any other legal form.

In order to prevent abuse and minimize fraud in determining eligibility of small businesses, firms will not be allowed to self-verify or self-certify themselves. NVTA will accept the certifications/verifications process used by another credible entity.

NVTA follows the Policies, Practices and Procedures Manual Section 5: Contracting and Procurement. The Policy governs the purchase of all goods, supplies, equipment, materials, construction and services for the Agency, regardless of funding sources, except as otherwise provided by law. Therefore, NVTA may not always have the authority to structure contracts to benefit small businesses.

NVTA is committed to maintaining the integrity of the process, maintaining favorable business relationships, fostering fair and open competition and maximizing value. In this regard, NVTA will attempt to attract small business participation, including businesses owned by women, minorities, socially and economically disadvantage individuals, and service-disabled veterans. NVTA is aware that race or gender can not be used as an eligibility criteria for a small business concern. Race Neutral measures implemented include but not limited to:

- Recommend prime contracts provide subcontracting opportunities of a size that small businesses can reasonable perform, rather than self-performing all the work involved.
- Recommend large subcontractors who have won bids to provide opportunities for small businesses.
- Whenever practicable, remove unnecessary burdens i.e. bonding, insurance, etc. so that competition is encouraged.
- Post solicitations online at www.nvta.ca.gov and www.publicpurchase.com so that local vendors have an equal opportunity.
- NVTA's online bid distribution system provides equal access to all solicitations (formal and informal) at no cost to vendors. Interested parties are required to register for access to the procurement information, but there is no fee and all interest parties have free

access.
- Utilize unbundling by including line items in some construction grants for materials and labor.
- Attempt to identify alternative acquisition strategies and structure procurements to facility the ability for small businesses, including DBE's to compete for and perform prime contracts.

As several of the above listed steps have already been implemented, NVTA will take steps to implement the remainder as purchasing/bidding opportunities become available. NVTA staff will meet annually with procurement and fiscal staff to assess and discuss the types of contracts that will be available and what actions will need to be taken to meet the above listed steps. Since NVTA does not use set-asides, other strategies will be utilized to assist small businesses. NVTA will collect data on small business participation for review at triennial audits.

Although NVTA is a government agency with few construction projects, in order to meet the requirements of Section 26.39, NVTA will implement the following program initiatives to increase small business participation:

- Partner with other regional transit agencies to increase small business enterprise participation.
- List upcoming contracting opportunities on the NVTA website.
- Participate in pre-bid or pre-proposal meetings.
- Search the California UCP for small businesses when making purchases within their field of products/services.
- Participate in vendor workshops to raise awareness and encourage small business vendors to participate.
- Constantly reviewing solicitation requirements (bid and performance surety; insurance coverage limits, etc.) to make sure they are practical and not unduly burdensome.
- Post small business workshop notices on NVTA's website calendar.
- Email notices to all major and local Chamber of Commerce and other service groups that have expressed interest over the years to reach out to small businesses.
- Conduct training for vendors, as requested, to educated them about the processes and assist them with setting up access to the online procurement system.
- Advertising all formal solicitations in local newspapers, including Spanish language papers, and for specialized contracts, in trade magazines that may have a larger audience and glean additional responses.
- When services/products are needed, NVTA staff will attempt to contact businesses on the current DBE/Small Business listing that are coded under that particular category. These DBEs and small businesses are all given opportunities to quote their prices for any given service/product.

As mentioned above, NVTA is a small government agency. As opportunities become available, within its authority, NVTA will encourage and allow small businesses to partake in any bids for future construction projects or other services required to expand its service offerings.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The NVTA does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 4 to this program. This section of the program will be updated tri-annually.

In accordance with Section 26.45 NVTA will submit its overall goal to DOT on August 1 every third year specified by DOT. Before establishing future goals, NVTA will consult with the any new DBEs or DBE groups in the area, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and NVTA's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, a notice of the proposed overall goals, will be published informing the public that the proposed goal and its rational are available for inspection during normal business hours at NVTA's administrative offices for thirty (30) days following the date of the notice, and informing the public that comments will be accepted on the goals for 45 days from the date of the notice. Normally, the notice will be issued by June 1 every three (3) years thereafter. The notice will include addresses to which comments may be sent and addresses where the proposal may be reviewed. These notices will be published in local newspapers, including Spanish language publications, and trade media.

NVTA's overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses. We will begin using our overall goal on October 1 of each year, unless other instructions are received from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Our overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc., used to develop the goal; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed above.
NVTA will begin using its overall goal on October 1 of the specified year, unless alternative instructions from DOT are received. If NVTA establishes a goal on a project basis, it will begin using the established goal by the time of the first solicitation for a DOT-assisted contract for the project. Our goal will remain effective for the duration of the three-year period established and approved by FTA or FHWA.

Section 26.47 Goal Setting and Accountability

If the awards and commitments shown on NVTA's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, NVTA will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments.
2. Establish specific steps and milestones to correct the problems identified in the analysis.
3. As NVTA does not have one of the 50 largest transit service providers, NVTA will conduct an annual analysis on whether or not it is meeting its DBE goal. If the goal is not being met, NVTA will establish and implement a corrective action plan. This information will be kept for review should FTA request it during its triennial review.

Section 26.49 Transit Vehicle Manufacturers Goals

Each transit vehicle manufacturer shall establish and submit an annual DBE goal for the NVTA's approval. In setting the annual goal, the manufacturer should be guided by the provisions in Title 49 CFR Part 26.49. NVTA will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, to certify that it has complied with the requirements of Section 26.49. Alternatively, NVTA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the Program. Work performed outside the United States and its territories and commonwealths shall be excluded.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race Conscious Participation

NVTA will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. In order to do so, NVTA will use contract goals to help meet any portion of the overall goal NVTA does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation and we will track and report race-neutral and race conscious participation separately.

For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

NVTA will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

Section 26.51(d-g) Meeting Overall Goals / Contract Goals

NVTA will use contract goals to meet any portion of the overall goal the Agency does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any

portion of our overall goal that is not projected to be met through the use of race-neutral means.

NVTA will establish contract goals only on those DOT assisted contracts that have subcontracting possibilities. It is not necessary to establish a contract goal on every DOT contract, and the size of contract goals will be adapted to the circumstances of each such contract; e.g., type and location of work, availability of DBEs to perform the particular type of work. NVTA will express our contract goals as a percentage of total amount of a DOT assisted contract.

NVTA will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.
The following language shall be incorporated in all specifications for formal bids of activities identified for a DBE goal:

> *"Bidders are hereby advised that NVTA has adopted a Disadvantage Business Enterprise (DBE) program which established a goal for maximizing participation of disadvantage business enterprises in all contracts and subcontract projects. Each bidder should become aware of the percentage goal for DBE opportunities currently applicable to the proposed bid. It shall be the responsibility of the successful bidder to take affirmative action and to assist NVTA in complying with the meeting its DBE goal."*

Section 26.53 Good Faith Efforts Procedures

Award of Contracts with a DBE Contract Goal - 26.53(a)

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, NVTA will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Demonstration of Good Faith Efforts - 26.53(a) & (c)

The obligation of the bidder/proposer is to make good faith efforts. The bidder/proposer 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.

The DBELO Officer is responsible for determining whether a bidder/proposer who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/proposer.

Information to be Submitted - 26.53(b)

NVTA treats bidder/proposers' compliance with good faith efforts' requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established will require the bidders/offers' to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration - 26.53(d)

Within ten (10) days of being informed by NVTA that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offer may request administrative reconsideration. Bidder/proposer's should make this request in writing to the following reconsideration official: Kate Miller, Executive Director, 625 Burnell Street, Napa, CA 94559-3420, telephone (707) 259-8631 or email kmiller@nvta.ca.gov. The reconsideration official will not have played any role in the original determination that the bidder/proposer did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/proposer will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/proposer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is Terminated/Replaced on a Contract with Contract Goals - 26.53(f)

NVTA requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without NVTA's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to NVTA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to NVTA prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise NVTA of why it objects to the proposed termination. *Note*: The five (5) day period may be reduced if the matter is one of public necessity i.e., safety.

In those instances where "good cause" exists to terminate a DBE's contract, NVTA will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBELO immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

> *"The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of NVTA 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/proposer's, including those who qualify as a DBE. A DBE contract goal of _____ percent has been established for this contract. The bidder/proposer 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/proposer will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/proposer's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts."*

The sample specification is intended for use in both non-construction and construction contracts for which a contract goal has been established. Thus, it can be included in invitations for bid for construction, in requests for proposals for architectural/engineering and other professional services, and in other covered solicitation documents. A bid specification is required only when a contract goal is established.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR Part 26.55.

Section 26.81 Unified Certification Programs

NVTA is the member of a California Unified Certification Program (CUCP) administered by California Department of Transportation and members of the CUCP. The CUCP will meet all of the requirements of this section. NVTA will use and count for DBE credit only those DBE firms certified by the CUCP.

The CUCP provides "one-stop shopping" certification services to small, minority and women businesses seeking to participate as a Disadvantaged Business Enterprise (DBE) on contracts funded by the United States Department of Transportation. The CUCP also provides one-stop shopping certification services for businesses seeking to participate as an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) on airport concessions and leases.

The CUCP is charged with the responsibility of certifying firms and compiling and maintaining a single statewide database of certified DBEs, pursuant to 49 CFR Part 26. The database is intended to expand the use of DBE firms by maintaining complete and current information on those businesses and the products and services they can provide to all U.S. DOT grantees in California. For more information on the CUCP, see website at Caltrans Officer of Business Economic Opportunity at https://dot.ca.gov/programs/business-and-economic-opportunity/dbe .

Section 26.83 (a-c) Procedures for Certification Decisions

Re-certifications: NVTA is not a certifying agency. For information about the certification process or to apply for certification, firms should visit the California Unified Certification Program (CUCP) website: https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-certification-information .

"No Change" Affidavits and Notices of Change (Section 26.83(j)): NVTA is not a certifying agency. For information about the certification process or to apply for certification, firms should visit the California Unified Certification Program (CUCP) website: https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-certification-information .

Section 26.85 Denials of Initial Requests for Certification

NVTA is not a certifying agency. For information about the certification process or to apply for certification, firms should visit the California Unified Certification Program (CUCP) website: https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-certification-information .

Section 26.87 Removal of a DBE's Eligibility

NVTA is not a certifying agency. For information about the certification process or to apply for certification, firms should visit the California Unified Certification Program website: https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-certification-information .

Section 26.89 Certification Appeals

NVTA is not a certifying agency. For information about the certification process or to apply for certification, firms should visit the California Unified Certification Program (CUCP) website: https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-certification-information

Any firm or complainant may appeal the *CUCP's* decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation
Departmental Office of Civil Rights
Disadvantaged Business Enterprise Division (S-33)
1200 New Jersey Avenue, S.E.
Washington, DC 20590

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

NVTA will safeguard from disclose to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

NVTA will require prime contractors to maintain records and documents of payments to DBEs for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the NVTA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

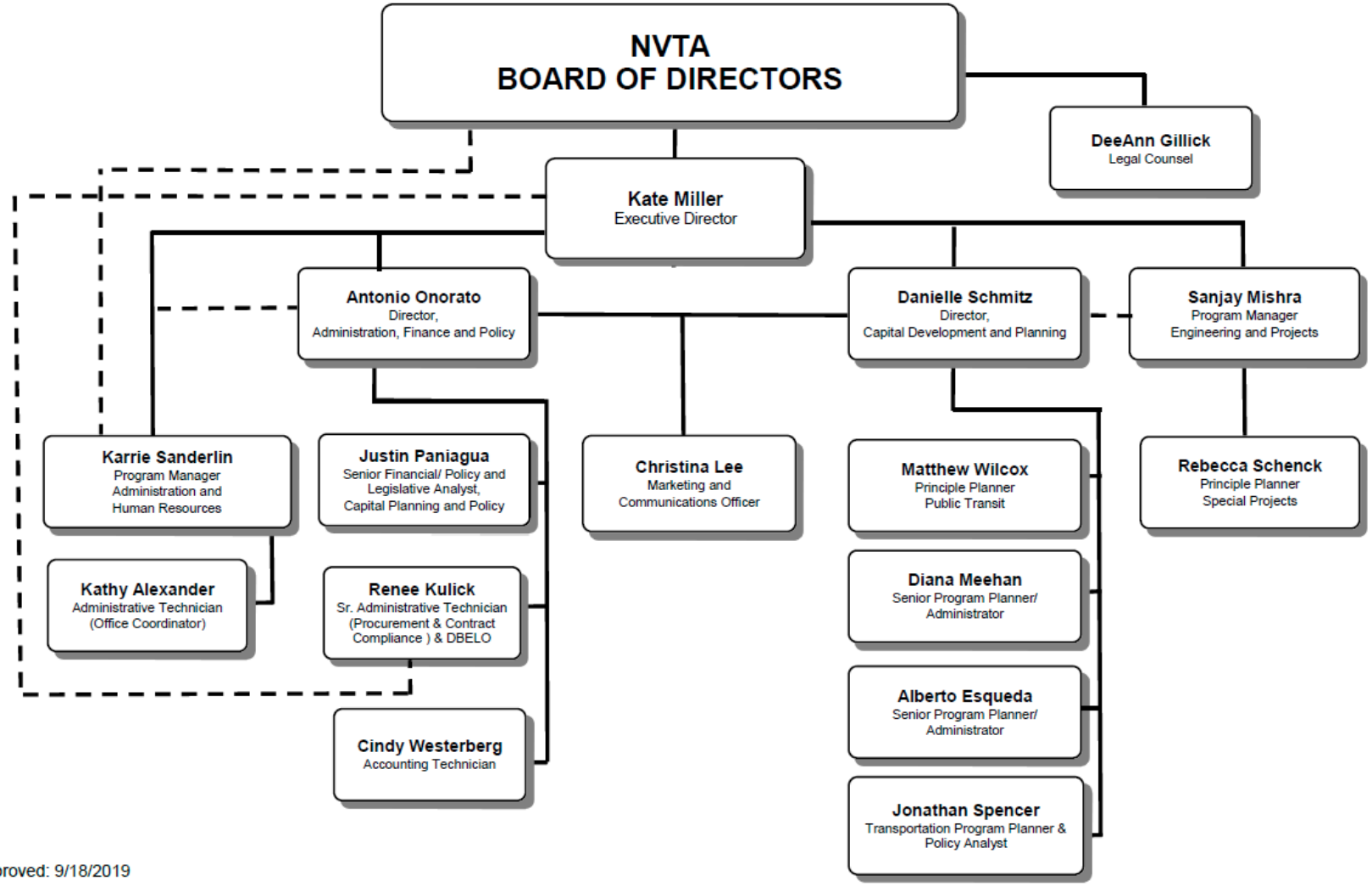
NVTA will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

Attachment 1: Organizational Chart
Attachment 2: DBE Directory
Attachment 3: Monitoring and Enforcement Mechanisms/Legal Remedies
Attachment 4: Goal Setting Methodology
Attachment 5: Good Faith Efforts Forms
Attachment 6: DBE Regulation - 49 CFR Part 26
Attachment 7: Minority Owned Banks
Attachment 8: General Information Form (Bidders Information)
Attachment 9: FTA – DBE Reporting Procedure
Attachment 10: FTA DBE Semi-Annual Report Deadline Calendar for FFY 2020-2022

ATTACHMENT 1

NVTA Organizational Chart



Approved: 9/18/2019

DBE Directory

Caltrans Unified Certification Program

https://dot.ca.gov/programs/business-and-economic-opportunity/dbe

US Census Bureau Data
https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml

as of July 1, 2019 under https://data.census.gov

ATTACHMENT 3

Monitoring and Enforcement Mechanisms/Legal Remedies

Regulator Provisions

NVTA has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- 49 CFR Part 26 – Participation by Disadvantage Business Enterprises in Department of Transportation Financial Assistance Programs, particularly Subpart F, Compliance and Enforcement.
- 49 CFR Part 29 – Government-wide Debarment and Suspension (Non-Procurement) and Government-wide requirements for Drug Free Workplace.
- 49 CFR Part 31 – Program Fraud Civil Remedies.

Enforcement Mechanisms

In addition, the federal government has available several **enforcement mechanisms** that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.
- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 USC 1001.

Legal and Contract Remedies

If at any time NVTA has reason to believe that the successful proposer is in violation of its obligations under the DBE contract provisions, or has otherwise failed to comply with the provisions thereof, NVTA may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the successful proposer. Such sanctions may include, but are not limited to, one of more of the following:

1. The suspension of any payment of part thereof until such time that compliance is demonstrated.

2. The termination or cancellation of the contract in whole or in part unless compliance is demonstrated within a reasonable time.

3. The denial of that contractor to participate in any further DOT contracts awarded by NVTA.

ATTACHMENT 4

Section 26.45 - Overall Goal Calculation

Amount of Goal

1. NVTA's overall goal for FY 2020-2022 is the following: 2 . 8 % of the Federal Financial assistance we will expend in DOT-assisted contracts exclusive of FTA funds to be used for the purchase of transit vehicles.

or

1. NVTA's overall goal for the following time period 2020-2022 is 2.8% of the Federal financial assistance we will expend in DOT assisted contracts *exclusive of FTA funds to be used for the purchase of transit vehicles*.

2. $7,556,000 is the dollar amount of DOT assisted contracts that NVTA expects to award during FY 2020-2022. This means that NVTA has set a goal of expending $192,680 with DBEs during this fiscal year/project.

Methodology used to Calculate Overall Goal

Step 1 - 26.45(c)

Determine the base figure for the relative availability of DBEs.
The base figure for the relative availability of DBE's was calculated as follows:

Base figure = Ready, willing and able DBEs / All firms ready, willing and able

The data source or demonstrable evidence used to derive the numerator was:

When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number was ____.

Step 2 - 26.45(d)

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal.

In order to reflect as accurately as possible the DBE participation we would expect in the absence of discrimination we have adjusted our base figure by __%.

The data used to determine the adjustment to the base figure was:

The reason we chose to adjust our figure using this data was

because: From this data, we have adjusted our base figure to:

CONTRACT DESCRIPTION	EST PROGRAM COST	FTA $
TRANSIT OPERATIONS SERVICES	$ 29,300,000.00	$ 6,325,000.00
MOBILITY MANAGEMENT	$ 360,000.00	$ 216,000.00
LoNo EMISSIONS PROGRAM	$ 1,100,000.00	$ 400,000.00
ADA BUS STOP IMPROVEMENT	$ 135,000.00	$ 108,000.00
IMOLA PARK+RIDE	$ 3,000,000.00	$ 507,000.00
TOTAL	**$ 33,895,000.00**	**$ 7,556,000.00**

PROJECT DESCRIPTION	NAICS	DBE	ALL BUSINESS CENSUS	RELATIVE AVAILABLE
TRANSIT SERVICE OPERATIONS	485113	0	74	0
	485991	5	74	0.0676
MOBILITY MANAGEMENT	561110	93	1116	0.0833
LoNo EMISSIONS PROGRAM	541611	625	3486	0.1793
ADA BUS STOP IMPROVEMENTS	238990	14	671	0.0209
	562119	18	35	0.5143
IMOLA PARK+RIDE	237311	170	371	0.4582
	238210	111	2094	0.0530
	562119	18	35	0.5143
COMBINED TOTAL		**1054**	**7956**	**0.1325** OVERALL AVAIL DBEs

PROJECT DESCRIPTION	NAICS	WEIGHT X	AVAIL	WEIGHTED BASE
TRANSIT SERVICE OPERATIONS	485113	0.66556	0	0
	485991	0.17152	0.06757	0.0116
MOBILITY MANAGEMENT	561110	0.02859	0.08333	0.0024
LoNo EMISSIONS PROGRAM	541611	0.05294	0.17929	0.0095
ADA BUS STOP IMPROVEMENTS	238990	0.01143	0.02086	0.0002
	562119	0.00286	0.51429	0.0015
IMOLA PARK+RIDE	237311	0.04697	0.45822	0.0215
	238210	0.01342	0.05301	0.0007
	562119	0.00671	0.51429	0.0035
			TOTAL	0.0509
			%	5.09
			ROUNDED, WEIGHTED BASE FIGURE	**5.1%**

Base Figure 5.1% plus Median of Past Participation of 0.4% divided by 2% = **2.8%**

Public Participation

NVTA published its goal information in these publications: nvta.ca.gov (website)

NVTA received comments from these individuals or organizations: Awaiting comments
Summaries of these comments are as follows: Awaiting comments
Our responses to these comments are: Awaiting comments

Section 26.51- Breakout of Estimated Race-Neutral & Race Conscious Participation

NVTA will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The NVTA uses the following race-neutral means to increase DBE participation:

- Arranging solicitations, time of bids, quantities, etc., to facilitate DBEs
- Assistance to DBEs for bonding, financing, and surety costs.
- Technical assistance and other services to DBEs
- Providing DBEs information on contract opportunities
- DBE supportive services program
- Services to help DBEs expand and achieve self sufficiency
- Assist DBE start-up firms in fields with low participation.
- Ensure adequate knowledge regarding the State of California UCP

NVTA estimates that, in meeting our overall goal of 2.8% NVTA will obtain 2.8% from race-neutral participation and 0% through race-conscious measures.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if NVTA uses contract goals the Agency will adjust the estimated breakout of race-neutral and race- conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and the Agency will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following:

- DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures;
- DBE participation through a subcontract on a prime contract that does not carry DBE goal;
- DBE participation on a prime contract exceeding a contract goal; and
- DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

NVTA will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

ATTACHMENT 5

Forms 1 and 2 for Demonstration of Good Faith Efforts

(Forms 1 and 2 should be provided as part of the solicitation documents)

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/proposer has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/proposer is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/proposer (if unable to meet the DBE goal of ___%) is committed to a minimum of ___% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of Bidder/Proposer's Firm: _____

_____

State Registration No. _____

By _____
(Signature)

_____
(Name and Title)

FORM 2: LETTER OF INTENT

Name of Bidder/Proposer's Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

_____

_____

_____

_____

_____

The bidder/proposer is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ _____

Affirmation

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____

_____

(Signature) (Title)

If the bidder/proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

ATTACHMENT 6

Regulations - 49 CFR Part 26

To view or download the Federal Register for 49 CFR Part 26 go to:

https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/dbe-regulations

or Electronic Code of Federal Regulations (e-CFR) at

https://www.ecfr.gov/cgi-bin/text-idx?region=DIV1;type=boolean;c=ecfr;cc=ecfr;sid=14e071f96d5d61cb9d2410ed56c59d3d;q1=dbe;rgn1=Section%20Heading;op2=and;rgn2=Section;op3=and;rgn3=Section;view=text;idno=49;node=49%3A1.0.1.1.20;rgn=div5

ATTACHMENT 7

Minority Owned Banks

We have identified the following such institutions from the Federal Reserve Board website at https://www.fdic.gov/regulations/resources/minority/mdi.html or https://www.federalreserve.gov/publications/files/preserving-minority-depository-institutions-2019.pdf Check websites often for updates.

California Banks (List as of December 31, 2018):

AMERICAN CONTINENTAL BANK
AMERICAN PLUS BANK N A
ASIAN PACIFIC NATIONAL BANK
BANK OF HOPE
BANK OF THE ORIENT
BANK OF WHITTIER NA
BROADWAY FEDERAL BANK FSB
CALIFORNIA BUSINESS BANK
CALIFORNIA INTERNATIONAL BANK, N.A.
CALIFORNIA PACIFIC BANK
CATHAY BANK
COMMERCIAL BANK OF CA
COMMONWEALTH BUSINESS BANK
COMMUNITY COMMERCE BANK
CTBC BANK CORP USA
EAST WEST BANK
EASTERN INTERNATIONAL BANK
EVERTRUST BANK
FIRST CHOICE BANK
FIRST COMMERCIAL BANK USA
FIRST GENERAL BANK
GATEWAY BANK FSB
HANMI BANK
MEGA BANK
METROPOLITAN BANK
MISSION NATIONAL BANK
NEW OMNI BANK NATIONAL ASSN
OPEN BANK
PACIFIC ALLIANCE BANK
PACIFIC CITY BANK
PREFERRED BANK
ROYAL BUSINESS BANK
UNITED PACIFIC BANK
UNITI BANK
UNIVERSAL BANK
US METRO BANK

ATTACHMENT 8

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP/RFQ/IFB)

Legal Name of Proposer: _____ Date: _____

DBA: _____

Street Address: _____ Telephone Number: _____

City, State, Zip: _____ Fax Number: _____

DBE ☐ Certification #: _____ Non-DBE ☐

Certified by: _____

Type of Organization: ☐ Corporation ☐ LPA ☐ Sole Proprietorship
☐ Partnership

☐ Other: _____

Business License No. (documented): _____

Taxpayer ID No. (Federal): _____

Name and Title of Manager: _____

Name, Title, E-mail Address, and Phone Number of Person correspondence should be directed to:

_____

_____

_____

_____

Signature, Name and Title of Officer

_____

ATTACHMENT 9

FTA - DBE Reporting Procedure

In accordance with the Department of Transportation (DoT) regulation 49 CFR Part 26 there are two (2) reporting periods per federal fiscal year (FFY) for the submittal of the DBE Semi-Annual Report. This report must be submitted by the agency to FTA if federal funds are received in support of projects within that FFY. *It is pertinent that the reporting deadlines established by FTA are met in order to prevent delays or even the disapproval of current or future FTA funded projects.*

Below is a synopsis of the internal office procedures on how the semi-annual report is generated and submitted electronically to FTA via TrAMS entry.

- FTA filing deadlines:

  June 1 (reporting period October – March 31)
  December 1 (reporting period April 1 – September 30)

- TrAMS report entry should be made no later than:

  May 15 (for reporting period June 1)
  November 15 (for reporting period December 1)

- A detailed DBE Semi-Annual Report Calendar for FFY 2020-2022 is available at Attachment 10.
- The DBELO will receive the monthly FTA funded payment amount(s) made to qualified DBE(s) from the NVTA Finance Officer or his/her designee by the end of each month.
- The reported amount(s) are captured in a spread sheet that can be easily monitored and transferred into FTA's electronic reporting form (TrAMS). The spread sheet is available on NVTA's shared drive at H:\NCTPA\2000_Civil Rights (ADA, Title VI, DBE, LEP)\02_DBE\DBE_Reports_FTA
- Enter the funding amounts, contract and applicable race/gender information for current and closed contracts utilizing DBEs during that time period into the electronic filing report under TrAMS. For proper entry assistance go to www.transit.dot.gov/funding/grantee-resources/teamtrams/trams-guidance-training .
- Relay any message(s) you wish to inform FTA of in the "Grantee's Remark" block.
- Review entries made in the report, make any necessary corrections, press "save" and then "submit".
- A confirmation notification will appear on the screen when the report was successfully submitted.

ATTACHMENT 10

FTA DBE SEMI-ANNUAL REPORT DEADLINE CALENDAR FOR FFY 2020-2022

REPORTING PERIOD	SUBMIT TO FTA BY	DEADLINE DUE AT FTA
October 1, 2019 - March 31, 2020 April 1, 2020 - September 30, 2020	May 15, 2020 November 1, 2020	June 1, 2020 December 1, 2020
October 1, 2020 – March 31, 2021 April 1, 2021 - September 30, 2021	May 15, 2021 November 1, 2021	June 1, 2021 December 1, 2021
October 1, 2021 - March 2022 April 1, 2022 - September 30, 2022	May 15, 2022 November 1, 2022	June 1, 2022 December 1, 2022

November 20, 2019
NVTA Agenda Item 10.1
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov

SUBJECT: 2020 Federal and State Legislative Advocacy Program and Project Priorities and Legislative and State Bill Matrix Update

---

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board (1) approve the 2020 Federal and State Legislative Advocacy Programs and Project Priorities (Attachment 1), and (2) receive the State Legislative update from Steve Wallauch, Platinum Advisors.

OTHER OPTIONS FOR CONSIDERATION

The Board may elect not to approve the 2020 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.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Attachment 1 contains the proposed 2020 Federal and State Legislative Program and Project Priorities. The Program and Priorities is a strategy to help focus agency efforts in order to meet agency key goals and objectives. A summary of the revisions from the 2020 Federal and State Legislative Agenda and Project Priorities are included below.

Attachment 2 is the State Legislative Update from Platinum Associates. Attachment 3 is the State Bill Matrix and includes several bills released as part of the extraordinary session with staff recommendations requesting Board action.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No.

STRATEGIC GOALS MET BY THIS PROPOSAL

The Legislative Agenda meets all of 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 NVTA's priorities.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

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 principals and projects.

Attachment 1 is the proposed 2020 Programs and Projects list showing the changes from 2019. A summary of the changes are included in Table 1 below.

Table 1: Summary of Legislative Agenda Changes

Item	Reason
Revenues	
Amend the Federal Department of Transportation (DOT) highway program from Transportation Investments Generating Economic Recover (TIGER) to Better Utilizing Investments to Leverage Development (BUILD)	The DOT changed the name of the program from TIGER to BUILD.
Add the language "or successor legislation" to respond to Fixing America's Surface Transportation Act.	The FAST Act will expire in 2020 and the next transportation authorization bill may have another title.
Modify language regarding National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) reciprocity	The federal government has modified the language in the law to allow for a 150-day comment period but the DOT has not yet issued the federal register or modified its circular – this revision clarifies that staff would specifically comment on the proposed rulemaking when issued.
Add expanded language under user-based fees to include other congestion pricing mechanisms.	Incorporate other congestion pricing mechanisms that intended to increase revenues and reduce congestion.
Add mechanisms that secure revenues on excess state-owned highway property for projects in Napa County.	There are roughly 30 acres owned by the California Department of Transportation on SR 29 that will not be needed for Soscol Junction which could be sold to support NVTA's highway improvement priorities.
Support efforts to ensure consistent interpretation of Transportation Development Act (TDA) and State Transit Assistance (STA) and ensure TDA reform benefits the Vine Transit system.	The State Controller's office has in recent years interpreted TDA law in a way that has both distributed revenues to non-transit properties which has reduced the amount of revenues going to public transit systems. In addition, the State Controller's office has recently changed its interpretation of qualifying revenues to calculate STA which has reduced the amount of revenues distributed to certain transit operators. Finally TDA reform is being discussed to alter the qualifying performance metrics which is specifically focused on changing the farebox recovery measure to other metrics.

Congestion Relief	
Add support of transit shoulder running.	Once the SR 29 improvements have been made in American Canyon, running transit on the shoulder of the road would allow it to move past vehicle congestion encouraging additional ridership.

Table 1: Summary of Legislative Agenda Changes - *Continued*

Projects	
Add Resilient SR 37 access to public lands	The SR 37 Resiliency effort includes a number of improvements that would grant additional access to non-auto users to experience the wetlands and natural environments in/around the SR 37.
Add autonomous vehicle infrastructure to technology projects	There has been greater emphasis on autonomous vehicle technology and additional infrastructure on city streets and highways is likely to be needed to accelerate the technology.
Add advocacy for the Sonoma Marin Rail Transit expansion to the Suisun Amtrak/Capital Corridor Station and Vallejo Ferry	The project would improve east/west commute connections and access to the Vallejo Ferry.
Add Vallejo Ferry Operational Improvements	More frequency would improve connections between the Vine Transit system and the Ferry/central Bay Area and encourage non-auto commuting.

Attachments 2 is the State Legislative Update and Attachment 3 is the State Bill Matrix updated to reflect bills that have been signed into law, vetoed, or are now two year bills.

SUPPORTING DOCUMENTS

Attachments: (1) 2020 Federal and State Legislative Advocacy Programs and Project Priorities
(2) xxxxxxx State Legislative Update (Platinum Advisors)
(3) xxxxxxx State Bill Matrix (Platinum Advisors)

2020 Federal and State Legislative Advocacy Program and Project Priorities

Federal Legislative Advocacy Program

- Revenues
  - Support efforts to stabilize and increase revenues that flow to the Highway Trust Fund.
  - Support efforts to expand competitive grant programs.
  - Advocate for grant programs that fund clean fuel technologies, including the FTA Low and No Emission Vehicle Deployment program.
  - 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) ~~DOT's~~ Better Utilizing Investments to Leverage Development (BUILD) Transportation (formerly ~~Transportation Investments Generating Economic Recovery (~~TIGER~~)~~ program ~~and preserve eligibility for bicycle and pedestrian projects~~.
  - Advocate for increased appropriations for Federal Transit Administration (FTA) Bus and Bus Facilities funds (FTA §5339 C).
  - Support efforts that ensure continued protection of transportation programs subject to across-the-board cuts through budget sequestration.
  - Respond to Federal Transit Administration's and Federal Highway Administration's implementation of Fixing America's Surface Transportation Act (FAST) or successor legislation, as rulemakings, circulars, and other administrative actions are issued.
  - ~~Seek modifying language in the FAST Act~~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 a 150 days.
  - Support efforts that increase funding and existing FAST Act programs in anticipation of the 2020 reauthorization of the transportation authorization bill.
  - Support efforts to educate the next Administration on the need for increased investment in transportation infrastructure.
  - Support increased funding for advanced/emerging technologies pilot and demonstration programs.

State Legislative Advocacy Program

- Revenues
  - Work closely with state legislators and agencies to 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.
  - Support efforts that would support investments in transit infrastructure projects eligible for Cap & Trade offsets.
  - Support efforts to lower the 2/3rds voting threshold for local transportation sales tax measures.
  - Support efforts to increase Cap & Trade funds for public transit and other transportation programs that reduce emissions.
  - Support 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 such as voluntary mileage based program (that might arise from SB 1077 or other).
  - Protect transportation funds ~~from being diverted for other purposes.~~from being conditioned for housing production or other purposes.
  - Protect existing formulas that maximize local and regional control of state transportation funds.
  - Support efforts to identify new revenues and mechanisms to implement redevelopment projects and support priority development areas.
  - Identify and advocate for measures that would preserve and grow local streets and road revenues.
  - Support efforts that encourage and fund affordable housing programs that honor existing urban growth boundaries, preserving agricultural lands and open space areas.
  - 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 NVTA's 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 benefit the Vine Transit system.
- Project Delivery
  - Support efforts to streamline project delivery requirements and reduce costs for delivering projects, including efforts that streamline CEQA processes.
  - Support efforts to expand local and regional authority to enter into public-private partnerships for transportation improvement projects.

- Environment
  - Support regulatory and legislative efforts to encourage van pools, transit use, and alternative commute options.
  - Support programs that assist employers in meeting the SB 1339 requirements.
- 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.
- Regulatory Reform
  - Support legislation to exempt public transit vehicles from state and local truck route ordinances.
  - Support efforts that ease compliance for small operators, and provide financial assistance for infrastructure investments and vehicle purchases associated with to the California Air Resources Board's Innovative Clean Transit Rule.
  - Support Regional Housing Needs Allocation reform that expands the definition of acceptable dwelling units.

Project Priorities

- Improvements to State Route 29, including improvements to key intersections such as Soscol Avenue (SR 29/SR121/SR12), Carneros (SR 221/SR 29/SR12), Airport (SR 29/SR 12), and improvements on SR 29 in American Canyon between Napa Junction and American Canyon Road.
- 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 two Priority Development Areas
- Transit Maintenance Facility
- Technology projects that increase transit operating efficiencies and reduce emissions.
- Technology projects that improve highway and local street and road operations, including autonomous vehicle infrastructure.
- Projects included in Plan Bay Area and successor Regional Transportation Plans for Napa's jurisdictions.
- Pedestrian and Bicycle Infrastructure, Wayfinding, and Safety
- Rapid Bus corridor improvements on major corridors including project in NVTA's ~~2017~~ 2017 Express Bus Plan
- Upgrades to Soscol Gateway Transit Center
- Major Corridor Management, Operations and Control Center Projects
- Vine bus fleet electrification
- Countywide electric vehicle charging network
- Safe and accessible routes and infrastructure to transit and schools
- Sonoma Marin Area Rail Transit expansion to Suisun Amtrak/Capital Corridor Station and Vallejo Ferry Terminal.
- Vallejo Ferry operational improvements/service frequencies.

October 30, 2019

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

New Director: Last week CalSTA Secretary David Kim swore in the next Caltrans Director, Adetokunbo "Toks" Omishakin. Director Omishakin brings with him a strong background in active transportation and multimodal planning to Caltrans at a time when the Department is working to implement a wider view of transportation by incorporating complete streets policies and an effort to reduce vehicle miles travelled (VMT). Born and raised in Tennessee, Toks previously served as the Deputy Commissioner for Environment & Planning at the Tennessee Department of Transportation, and prior to that he was the Director of Healthy Living in the Nashville Mayor's Office. A goal of the new Director is to develop strong local partnerships to implement safe, sustainable, multimodal projects. At his swearing in ceremony, Director Omishakin stressed the need to improve multimodal operations and improve the safety of the transportation system, particularly for the most vulnerable users.

Climate Resiliency Executive Order: Prior to departing for Climate Week in New York, Governor Newsom issued a wide-ranging executive order making climate resiliency and greenhouse gas (GHG) reductions a priority for state investments. The executive order contains broad declarations on spending and investing funds in the following areas:

- **Transportation Systems:** Directs California State Transportation Agency (CalSTA) to align transportation spending, programming and mitigation with the state's climate goals to achieve the objectives of the state's Climate Change Scoping Plan, where feasible. The executive order also specifies the following actions on transportation:
    - Reduce VMTs by directing discretionary transportation funds to support housing production near jobs.
    - Reduce congestion through innovative strategies that encourage people to shift from cars to other modes.
    - Fund transportation options that contribute to overall health and GHG reductions, such as transit, walking, and biking.

- Mitigate increases in transportation costs for lower income individuals.

- **State Investments:** Directs the Department of Finance to create a Climate Investment Framework to measure and manage climate risk across the state's investment portfolio, with the goal of driving investment toward carbon-neutral and climate resilient technologies. The State's investment portfolio includes over $700 billion through CalPERS, CalSTRs, and the University of California Retirement System.
- **State Assets and Operations:** Directs Department of General Services (DGS) to identify opportunities to lower emissions and mitigate climate risk from the state's owned and leased assets, primarily buildings and vehicles, and to implement sustainable purchasing policies across state agencies that prioritize the purchase of environmentally preferable goods, consistent with state climate policies.
- **Vehicles and Electric Vehicle Infrastructure:** Directs California Air Resources Board (CARB) to push automakers to produce even more clean vehicles, and to find ways for more Californians to purchase these vehicles on the new and used markets. Also, directs CARB to strengthen existing or adopt new regulations to achieve greenhouse gas reductions within the transportation sector.

Draft ITIP: Shortly after the Governor issued the Climate Resiliency Executive Order, Caltrans took a step toward implementing it with the release of the draft Interregional Transportation Improvement Plan (ITIP). This document outlines how Caltrans plans to spend its share of funds on transportation improvement projects. The draft ITIP has infuriated some legislators by deleting funding for some highway expansion projects and setting aside funds for unspecified rail improvements.

The draft ITIP proposes to delete funding for three existing projects that have not started planned work. These include widening projects on Highway 99 in Madera and Tulare Counties, and a project on Highway 46 in San Luis Obispo County. This action frees up $32.5 million for other priorities. The ITIP also proposes to hold in reserve $61.3 million in uncommitted funds for priority rail projects and other priorities that are consistent with Governor's Climate Resiliency Order. The ITIP does not indicate how or when these reserve funds would be allocated; however, it is safe to assume that these funds will be used to compliment awards made in the next round of Transit and Intercity Rail Capital Project grants.

Low Carbon Transportation Funding: On October 24th the Air Resources Board is scheduled to adopt an updated expenditure plan for 2019-20 cap & trade funds. The 2019-20 state budget provides $182 million for clean trucks, buses and off-road equipment programs. Of this amount CARB will dedicate $142 million for the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) rebate program and $40 million for competitive programs.

With respect to the HVIP rebates, the Board adopted the following changes:

- Discontinue voucher enhancements for infrastructure. This eliminates the only fueling infrastructure funding pot for battery charging systems or hydrogen fueling needs.
- Discontinue all vehicle voucher enhancements except for the Disadvantaged Communities Plus Up. The disadvantaged communities enhancement provides $15,000 per vehicle.
- Clarify policies surrounding stacking/combining other State funds with HVIP. The proposal will keep in place the public fleet option of combining funds up to 100 percent of the vehicle cost.
- Reinstate fleet limits for zero emission vehicles. Staff proposes to reinstate the 200-voucher limit per fleet per calendar year to prevent a single fleet or manufacturer from reserving a large portion of project funds.

The $40 million in FY 2019-20 for pilot projects is limited to freight and goods movement projects. This includes $20 million for a Zero-emission drayage truck pilot, $10 million for Ocean-going vessels at berth capture and control system projects, and $10 million for a Golden State Carbon Challenge.

TIRCP Cycle 4: CalSTA has released the call for projects for the next round of Transit and Intercity Rail Capital Program (TIRCP) funds. The 2020 TIRCP grant cycle will program funds starting with the 2020-21 fiscal year through 2024-25 fiscal year. Any project awarded funds in the current Cycle 3 that have not been fully funded will be rolled into this new cycle. CalSTA has scheduled several dates for option pre-application meetings to discuss projects. In northern California the dates are November 4 in Sacramento, November 8th in Stockton, and November 7th and 12th in Oakland. Availability for the discussion meetings is limited so interested applicant are encouraged to RSVP as soon as possible. In initial discussions with staff, there is strong interest in funding zero emission bus purchases and fueling infrastructure.

Information about the Cycle 4 guidelines can be found at:

https://calsta.ca.gov/subject-areas/transit-intercity-rail-capital-prog

October 17, 2019

Saying "No:" Sunday, October 13th was the last day for Governor Newsom to sign or veto legislation. It is always interesting to us wonks to see where the Governor's actions fall in terms of sign/veto rates of prior administrations. In his first year as Governor, Newsom considered 1,042 bills and signed into law 870 of them. This leaves him with a veto rate of 16.5%, which is similar to Governor Brown's last year in office, and is basically the average veto rate over the past 50 years. Governor Brown continues to hold the record for the lowest veto rate of 1.8% in 1982, and Governor Schwarzenegger had the highest veto rate at 35% in 2008. However, the most bills vetoed in a single year was 436 by Governor Deukmejian in 1990.

Existing Positions

Bills	Subject	Status	Client - Position
AB 11 (Chiu D) Community Redevelopment Law of 2019.	AB 11 would enact the Community Redevelopment Act of 2019 and allow local governments to form a housing and infrastructure agency that would focus on affordable housing and infrastructure investments. The bill requires a seat on the governing board for each affected taxing entity, and it allows an affected taxing entity to elect to contribute to the Redevelopment Agency (RDA) or not. In addition, the bill also allows an RDA to capture the growth on the schools' share (i.e. Educational Revenue Augmentation Fund [ERAF]) of the property tax growth. AB 11 does require any new RDA to be approved by the Strategic Growth Council, which must find that the redevelopment plan furthers greenhouse gas (GHG) reduction goals and the fiscal impact to the state for backfilling the lost ERAF growth does not exceed a yet to be specified amount. The new RDA could finance housing, transit, transit priority projects, interchanges, bridges, parks and port infrastructure, to name a few. The projects do need to be located within the redevelopment area, but must have a nexus to the project area.	ASSEMBLY APPR – Held on Suspense Two-Year Bill	WATCH

AB 147 (Burke D) Use taxes: collection: retailer engaged in business in this state.	AB 147 was signed into law, and took effect immediately. This bill enacts changes to implement the South Dakota v. Wayfair decision. Under Wayfair, the U.S. Supreme Court found that online retailers are required to collect and remit sales tax regardless of whether the online retailer has a physical presence in the state where the order is delivered. AB 147 imposes a $500,000 statewide threshold. State and local sales taxes would both be collected once a statewide total of $500,000 in sales is reached. This bill would also require sales tax to be collected on all sales made through an intermediary, such as eBay or Amazon. Under AB 147 an entity that sales items through "marketplace facilitator," such as eBay, the marketplace facilitator is required to collect and remit the tax on all sales regardless of the threshold. The local sales tax revenue would be allocated to the local tax districts.	Signed Into Law Chapter #5, Statutes of 2019	SUPPORT
AB 252 (Daly D) Department of Transportation: environmental review process: federal program.	AB 252 repeals the sunset date on current law that delegates to Caltrans the authority for National Environmental Policy Act (NEPA) decision making. The existing NEPA Assignment Program authority would sunset on January 1, 2020. This program started as part of a pilot program under federal Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users (SAFETEA-LU) legislation and has been extended twice so far. AB 252 would make it a permanent program. The NEPA Assignment Program has streamlined the environmental process for both state and local transportation projects without compromising compliance with environmental laws and regulations.	Signed Into Law – Chapter 160, Statutes of 2019	SUPPORT
AB 285 (Friedman D) California	AB 285 updates requirements of the California Transportation Plan (CTP) to reflect the state's recent environmental legislation. In particular, the bill requires	Signed Into Law, Chapter 605, Statutes of 2019	WATCH

Transportation Plan. **AB 285 (Friedman D)** ***(Continued)***	Caltrans to include in the CTP the following: • Adds environmental justice as one of the subject areas. • Updates the greenhouse gas emissions target and air quality goals. • A forecast of the impacts of advanced and emerging technologies, including shared, autonomous, connected, and electric transportation options. • Review of the progress made implementing past CTPs, including actions taken by each of Caltrans' districts. The bill also requires the Strategic Growth Council to submit a report to the Legislature by January 31, 2022, an overview of the CTP and sustainable communities' strategies, and a review of the potential impacts and opportunities for coordination of specified transportation funding programs, such as the Transit and Intercity Rail Capital Program and the Low Carbon Transit Operations Program.		
AB 314 (Bonta D) Public employment: labor relations: release time.	This bill would consolidate and uniformly apply existing laws to grant reasonable time-off with compensation for public employees for activities related to employee-employer relations. Existing law on release time does not cover public transit employees, but AB 314 would expand these release time provisions to include public transit employees. The bill would require a public employer to grant reasonable time off for employee representatives to testify at hearings before the personnel boards, participate in labor/management committees, investigate	Vetoed	WATCH

AB 314 (Bonta D) ***(Continued)***	grievances, or participate at new employee orientations. In his veto message, the Governor stated, "*This issue is best left to the collective bargaining process so that governing authorities and public employee unions can best determine their priorities and needs at the bargaining table."*		
AB 659 (Mullin D) Transportation: emerging transportation technologies: California Smart City Challenge Grant Program.	AB 659 requires the CTC to form a working group, consisting of local governments and transportation entities that would develop the guidelines and selection criteria for the Smart City Challenge Grants. The bill envisions funding projects that use intelligent transportation systems and applications that would reduce congestion, enhance mobility, safety, and spurring innovation. The bill does not currently identify or appropriate funds for this program.	ASSEMBLY APPR – Held on Suspense Two-Year Bill	WATCH
AB 752 (Gabriel D) Public transit: transit centers: lactation rooms.	AB 752 was substantially amended to clarify its application to multimodal transit facilities. As amended the bill lists existing intercity rail stations, as well as the Sales Force Transit Center and the Anaheim Regional Transportation Intermodal Center. It would also apply to any intercity rail station, or station proposed to be served by high-speed rail with an enclosed lobby of 5,000 square feet or more. The bill would require these multimodal transit stations that commence operations or a renovation on or after January 1, 2021, to include a lactation room.	Signed Into Law, Chapter 616, Statutes of 2019	WATCH
AB 784 (Mullin D) Sales and use taxes: exemption: California Hybrid and	AB 784 would exempt medium and heavy duty zero emission transit vehicles from the state's sales tax. Locally imposed sales taxes would still apply, as well as specified statewide taxes.	Signed Into Law, Chapter 684, Statutes of 2019	SUPPORT

Zero-Emission Truck and Bus Voucher Incentive Project: transit bus vehicles. **AB 784 (Mullin D)** ***(Continued)***	Specifically, AB 784 would exempt from the state sales tax any zero-emission technology medium or heavy-duty transit bus vehicle that is eligible for a rebate from the Hybrid and Zero Emission Truck and Bus Voucher Incentive Program (HVIP). This sales tax exemption would sunset on January 1, 2024.		
AB 847 (Grayson D) Transportation finance: priorities: housing.	As introduced, AB 847 would create a funding incentive for cities and counties to produce housing by reallocating non-Article 19 transportation funds and provide bonuses for certain funding programs. However, the bill was gutted and amended to now create a new competitive grant program. This bill does not provide a funding source, but it directs the Department of Housing and Community Development to create a grant program that would offset up to 100% of any local transportation impact fees imposed on housing project that includes at least 20% affordable units.	ASSEMBLY H & C. D. – Two-Year Bill	WATCH
AB 1350 (Gonzalez D) Youth Transit Pass Pilot Program.	AB 1350 would create the Youth Transit Pass Pilot Program. This bill is similar to prior efforts to create a funding program to provide free transit passes to persons under 25 years old. AB 1350 does not include an appropriation, but points to a future appropriation of greenhouse gas reduction funds. The bill directs Caltrans to create the program that would allocate grants to eligible entities. The grants would be capped at $5 million and be no smaller than $20,000. This bill might be a little premature. UCLA is currently undertaking a study to examine and summarize the various types of student transit pass programs in California. As you may recall, former Governor Brown	ASSEMBLY TRANS. – Two-Year Bill	WATCH

	vetoed a similar bill because of the need for additional information on existing programs. The UCLA study is not expected to be completed until the end of this year.		
AB 1402 (Petrie-Norris D) Active Transportation Program.	AB 1402 was not heard in the Assembly Committee on Transportation and is now a two-year bill. This bill would revise the allocation process for Active Transportation Funds. AB 1402 is substantively similar to the changes made to the ATP in SB 152 (Beall), but the bills are structured a little differently.	ASSEMBLY TRANS. Two-Year Bill	SUPPORT
AB 1568 (McCarty D) General plans: housing element: production report: withholding of transportation funds	AB 1568 was held by the Appropriations Committee and is now a 2-year bill. This bill would, if on or before January 1, 2025, a city or county is found to be out of compliance with existing housing element requirements then that city or county would be prohibited from applying for state grants. This prohibition would not apply to grants protected under Article 19 of the Constitution, which covers most transportation funds, or if the grant would assist the city or county in complying with housing element laws. As introduced this bill would have withheld SB 1 local streets and roads funds from a city or county that is found to be out of compliance with existing housing element laws.	ASSEMBLY APPR – Held on Suspense Two-Year Bill	OPPOSE
AB 1633 (Grayson D) Regional transportation plans: traffic signal optimization plans.	AB 1633 would authorize any city within the MTC region to develop and implement a traffic signal optimization plan intended to reduce greenhouse gas (GHG) emissions and particulate emissions and to reduce travel times. The bill would also require signals that are operated by Caltrans to be adjusted and operated consistent with a city's plan.	Signed Into Law, Chapter 633, Statutes of 2019	WATCH

ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval. **ACA 1 (Aguiar-Curry D)** ***(Continued)***	ACA 1 failed passage on the Assembly Floor. Reconsideration was granted, and another attempt is possible, but the measure was 8 votes short of the 54 needed for passage. A few Democrat members voted No, and several others abstained. Given the stigma that this measure erodes Prop 13 protections makes it unlikely it will secure the needed support to move to the Senate. ACA 1 would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. This includes capital improvements to transit and streets and highways. However, ACA 1 does not allow for the 55% local measure to use the tax revenue for transit operations.	ASSEMBLY FLOOR Failed Passage – Reconsideration Granted	SUPPORT
SB 5 (Beall D) Local-State Sustainable Investment Incentive Program.	SB 5 creates the Affordable Housing and Community Development Investment Program (Program), which would allow an Enhanced Infrastructure Finance District (EIFD) the authority to divert a portion of the ERAF property tax share to the EIFD. SB 5 would require any EIFD that wants to capture the ERAF share to apply to the Sustainable Investment Incentive Committee, which SB 5 creates. The bill would limit the amount of ERAF tax revenue the Committee can approve to $200 million each year, with the annual impact not to exceed $1 billion. These limits are increased in future years. SB 5 generally promotes the construction of housing and infill development that promotes transit use. In veto this measure Governor Newsom explained, "…*this bill would increase costs by $2 billion annually once fully implemented. Legislation with such a significant fiscal impact needs to be part of budget deliberations so that it can be considered in light of other priorities. I*	Vetoed	SUPPORT

	will continue to work collaboratively with the Legislature next year to continue to support increased housing production at all income levels across our state."		
SB 20 (Dodd D) Surplus state property: Napa County Regional Park and Open Space District.	SB 20 extends the sunset date, which expired on January 1, 2015, to January 1, 2026, for the state to sell the area known as the Skyline Wilderness Park (Skyline Park) in the County of Napa. The bill also revises the current authorization for the state to sell the Skyline Park to also include the Napa County Regional Park and Open Space District in addition to the County of Napa.	Signed Into Law Chapter 240, Statutes of 2019	WATCH
SB 50 (Wiener D) Planning and zoning: housing development: equitable communities incentive.	SB 50 would require local governments to provide a specified "equitable communities incentive" to developers that construct residential developments in "jobs-rich" and "transit-rich" areas, which may include certain exceptions to specified requirements for zoning, density, parking, height restrictions, and floor area ratios.	SENATE APPR – Held on Suspense Two-Year Bill	WATCH
SB 127 (Wiener D) Transportation funding: active transportation: complete streets	SB 127 (Wiener) aims to update existing laws relating to the programing of funds in the State Highway Operation and Protection Program (SHOPP) to require the state to consider and invest in bicycle, pedestrian, and transit facilities when programing SHOPP projects. The bill would focus these complete street investments on urban arterials and where a state highway serves as the main street. The Governor's veto message explained, "*By implementing my Executive Order N-19-19, Caltrans is increasing and accelerating its investments in active transportation where appropriate and feasible. I am committed to holding the department accountable to deliver more alternatives to driving while continuing to maintain our state's highways and bridges.*	Vetoed	WATCH

	The new leadership we are putting in place at Caltrans will be key in implementing this vision and approach."		
SB 137 (Dodd D) Federal transportation funds: state exchange programs.	SB 137 would allow any city or county to swap federal transportation funds for state funds. The current exchange program is limited to regional transportation planning agencies with a population below 200,000. This measure is sponsored by CSAC, and it is aimed at streamlining project delivery by removing the federal review process associated with using federal funds. With the additional SB 1 funds in state accounts, the resources should be enough to allow interested cities and counties to exchange federal funds for state dollars, thus eliminating the need to complete both NEPA and CEQA reviews.	Signed Into Law Chapter 639, Statutes of 2019	SUPPORT
SB 152 (Beall D) Active Transportation Program.	This bill would implement some of the findings made by the Legislative Analyst's Office (LAO) regarding the administration of the Active Transportation Program (ATP). The goal is to streamline the administrative process for awarding ATP funds. The bill includes the following changes: • Modified the distribution formula to increase from 40% to 75% that is allocated to metropolitan planning organizations (MPO), increase the rural county share from 10% to 15%, and reduce the statewide pot that is administered by the California Transportation Commission (CTC) from 50% to 10%. • Shift greater administrative control for the regional share to the MPOs. • Increase reporting requirements from the MPOs to the CTC.	SENATE APPR – Held on Suspense Two-Year Bill	SUPPORT

SB 235 (Dodd D) Planning and zoning: housing production report: regional housing need allocation	SB 235 allows the City of Napa and County of Napa to reach an agreement under which the county would be allowed to count certain housing units built within the city toward the county's regional housing needs assessment (RHNA) requirement. The Napa Pipe project is the genesis for this bill.	Signed Into Law Chapter 844, Statutes of 2019	SUPPORT
SB 277 (Beall D) Road Maintenance and Rehabilitation Program: guidelines.	SB 277 would amend existing law to require 85% of SB 1 Local Partnership Program (LPP) funds be allocated by formula, and 15% for a small county competitive program. Under current CTC guidelines half the LPP funds are allocated by formula and half are reserved for a competitive program. Current law provides the CTC administrative control over LPP funds. Starting with Cycle 3 of the LPP, SB 277 directs the CTC to adopt guidelines and implement the apportionment formula specified in the bill to allocate the funds with 85% allocated by formula and 15% allocated via a competitive program for small counties. Governor Newsom's veto message stated the following when rejecting this bill, *"The current approach to administer the Local Partnership Program provides a formulaic share for all entities that qualify, but also gives the Commission the flexibility to award funds on a competitive basis to ensure the program achieves statewide goals. Additional statutory limitations inhibit the state's ability to responsibly address emerging needs within the constitutionally defined parameters of SB 1, especially for small urban and rural communities."*	Vetoed	SUPPORT
SB 336 (Dodd D) Transportation:	SB 336 aims to address safety and customer service issues by requiring at least one public transit employee to be present on any fully automated transit	ASSEMBLY TRANSP – Two-Year Bill	SUPPORT

fully-automated transit vehicles.	vehicle. The public transit employee shall be trained in passenger safety, communications, emergency preparedness, and assisting the disabled and elderly. SB 336 would also require any transit operator that deploys an autonomous vehicle to submit a report to the legislature on that deployment by March 31st, 2025. SB 336 would sunset on January 1, 2025.		
SB 397 (Glazer D) Public transit operators: passengers with pets: evacuation orders.	SB 397 requires the Office of Emergency Services and the Department of Food & Agriculture, in consultation with public transit operators and county emergency management officials, to develop best practices for allowing pets on public transit vehicles when serving evacuation areas. The bill previously directed each transit operator to develop best practices for allowing pets on public transit vehicles serving evacuation areas. The bill limits pets to cats or dogs.	Signed Into Law, Chapter 702, Statutes of 2019	SUPPORT

November 20, 2019
NVTA Agenda Item 10.2
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

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

SUBJECT: 2019 Federal Transit Administration Triennial Review

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RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board review and file the 2019 FTA Triennial report (Attachment 1) and NVTA response (Attachment 1).

OTHER OPTIONS FOR CONSIDERATION

None

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Every three years the Federal Transit Administration (FTA) is required to evaluate the performance of all grantees that receive federal transit funds. The Triennial Review focused on twenty-one areas. Although not considered an audit, the Triennial Review is the FTA's assessment of NVTA's compliance with FTA requirements. The process includes by examining samples of award management and program implementation practices.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No. This was a compliance review.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 2: Improve system safety in order to support all modes and serve all users. Federal Transit Administration regulations are put in place to ensure that public transit recipients are in compliance with federal regulations, and that public transit systems meet federal statute and safety requirements. The FTA Triennial Review, while not exclusive to safety, ensures that the agency is following maintenance and procurement criteria and that vehicles and facilities are regularly inspected and maintained to adhere to federal requirements.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

Federal regulations continually change in the transit industry and the Triennial Review s a good mechanism to ensure that NVTA is aware of all the changes.

FTA's final report (Attachment 1) describes the 21 areas of interest to the federal government, summary of findings, and NVTA's compliance in each area. NVTA had no deficiencies in fifteen areas with deficiencies found in six areas: Financial Management and Capacity, Satisfactory Continuing Control, Maintenance, Procurement, Disadvantage Business Enterprise, and Equal Opportunity Employment. NVTA had no repeat deficiencies from the last Triennial Review in 2016. Attachment 2 provides NVTA's response and corrective actions that will be taken to cure the deficiency.

SUPPORTING DOCUMENTS

Attachments: (1) Federal Transit Administration (FTA) Fiscal Year 2019 Triennial Review Final Report
(2) September 26, 2019 NVTA Response Letter to FTA

U.S. Department
of Transportation
Federal Transit Administration

REGION IX
Arizona, California,
Hawaii, Nevada, Guam,
American Samoa,
Northern Mariana Islands

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OCT 10 2019

Mr. Chris Canning
Board Chair, Board of Directors
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

RE: Federal Transit Administration (FTA)
Fiscal Year 2019 Triennial Review
Final Report

Dear Mr. Canning:

I am pleased to provide you with a copy of this FTA report as required by 49 U.S.C. Chapter 53 and other Federal requirements. The enclosed final report documents the FTA's Triennial Review of the Napa Valley Transportation Authority (NVTA) in Napa, California. Although not an audit, the Triennial Review is the FTA's assessment of NVTA's compliance with Federal requirements, determined by examining a sample of award management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute, a comprehensive and final review of compliance with award requirements.

The Triennial Review focused on NVTA's compliance in 21 areas. No deficiencies were found with the FTA requirements in 15 areas. Deficiencies were found in 6 areas: Financial Management and Capacity, Satisfactory Continuing Control, Maintenance, Procurement, Disadvantaged Business Enterprise (DBE), and Equal Employment Opportunity (EEO). NVTA had no repeat deficiencies from the 2016 Triennial Review.

Regulations and Guidance

Public Transportation Agency Safety Plan (PTASP) Final Rule

On July 19, 2018, FTA published the PTASP Final Rule. The PTASP Final Rule, which took effect July 19, 2019, requires all operators of public transportation systems that are recipients and subrecipients of FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). FTA is deferring applicability of this requirement for operators that only receive funds through FTA's Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (Section 5310) and/or Rural Area Formula Program (Section 5311).

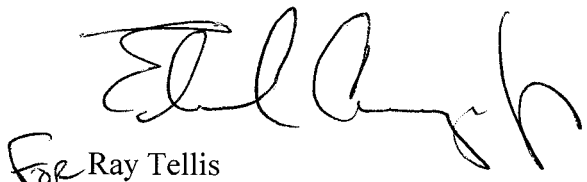
As part of the Annual Certifications and Assurances, transit operators must certify they have a safety plan in place for meeting the requirements of the rule by July 20, 2020. All plans will be reviewed starting October 1, 2021 through FTA's oversight process. For guidance and updates to assist in the preparation and implementation of the PTASP Final Rule, please visit FTA's website at www.transit.dot.gov/PTASP.

Random Drug Testing Rate Increase
On October 17, 2018, FTA published a Dear Colleague letter, "2019 Random Drug Testing Increase." FTA, as mandated by its drug and alcohol regulation for random testing, at 49 CFR 655.45, increases the minimum rate of random drug testing from 25 percent to 50 percent of covered employees for employers subject to FTA's drug and alcohol regulation, which took effect January 1, 2019. This increased random drug testing rate results from a recent uptick in the proportion of violations identified through random drug testing. The 50 percent random drug testing rate will apply to entities receiving Federal assistance under 49 U.S.C. 5307, 5309, 5311, or 5339 including recipients, subrecipients, and safety-sensitive contractors. The required minimum rate for random alcohol testing is unaffected and will remain at 10 percent for calendar year 2019.

This year, FTA is implementing new procedures to close Civil Rights findings. The corrective actions to your DBE and EEO deficiencies must be emailed to this address: **region9civilrights@dot.gov**. Please see Section VII of the final report for more information. The corrective actions for your DBE and EEO deficiencies must follow these procedures.

Thank you for your cooperation and assistance during this Triennial Review. If you need any technical assistance or have any questions, please do not hesitate to contact Ms. Audrey Bredehoft, Senior Financial Analyst, at (415) 734-9453 or by email at audrey.bredehoft@dot.gov.

Sincerely,



For Ray Tellis
Regional Administrator

Enclosure

cc: Ms. Kate Miller, Executive Director, NVTA

FINAL REPORT

FISCAL YEAR 2019
TRIENNIAL REVIEW

of the

Napa Valley Transportation Authority
(NVTA)
Napa, CA
ID: 5001

Performed for:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
REGION IX

Prepared By:

Qi Tech, LLC

Scoping Meeting Date: June 10, 2019
Site Visit Date: August 26-27, 2019
Final Report Date: October 10, 2019

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I. Executive Summary

This report documents the Federal Transit Administration's (FTA) Triennial Review of the Napa Valley Transportation Authority (NVTA) in Napa, California. FTA wants to ensure that awards are administered in accordance with the requirements of Federal Public Transportation Law 49 U.S.C. Chapter 53. The review was performed by Qi Tech, LLC. During the site visit, administrative and statutory requirements were discussed and documents were reviewed. NVTA's transit facilities were toured to provide an overview of activities related to FTA-funded projects.

The Triennial Review focused on the NVTA's compliance in 21 areas. Deficiencies were found in the areas listed below.

Review Area	Deficiencies	
	Code	Description
Financial Management and Capacity	F2-3	ECHO draws not properly approved
Satisfactory Continuing Control	SCC8-4	No evidence of physical inventory or reconciliation
Maintenance	M1-4	No system of periodic inspections and preventive maintenance identified in facility or equipment maintenance plan
Procurement	P1-3	Procurement policies and procedures not current/ complete
	P8-2	Improper small purchase procedures used
Disadvantaged Business Enterprise (DBE)	DBE1-2	Revisions to DBE program not made
	DBE11-1	Unreported transit vehicle purchases
Equal Employment Opportunity	EEO5-1	Insufficient oversight of contractor EEO Program

II. Review Background and Process

1. Background

The United States Code, Chapter 53 of Title 49 (49 U.S.C. 5307(f) (2)) requires that "At least once every three years, the Secretary shall review and evaluate completely the performance of a grantee in carrying out its program, specifically referring to compliance with statutory and administrative requirements." This Triennial Review was performed in accordance with FTA procedures (published in FTA Order 9010.1B, April 5, 1993).

The Triennial Review includes a review of the recipient's compliance in 21 areas. The basic requirements for each of these areas are summarized in Section IV.

This report presents the findings from the Triennial Review of Napa Valley Transportation Authority (NVTA). The review concentrated on procedures and practices employed during the past three years; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of award funds. The specific documents reviewed and referenced in this report are available at FTA's regional office or the recipient's office.

2. Process

The Triennial Review process includes a pre-review assessment, a review scoping meeting with the FTA regional office, and an on-site visit to the recipient's location. A Recipient Information Request (RIR) package was sent to NVTA advising it of the review and site visit and containing a list of items and questions that the recipient was required to submit to the reviewer. The review scoping meeting was conducted with the Region IX Office on June 10, 2019. Necessary files retained by the regional office were sent to the reviewer electronically. A Site Visit Agenda package was sent to the NVTA advising it of the site visit date and indicating information that would be needed and issues that would be discussed. The site visit to NVTA occurred on August 26-27, 2019.

The onsite portion of the review began with an entrance conference, at which the purpose of the Triennial Review and the review process were discussed. The remaining time was spent discussing administrative and statutory requirements and reviewing documents. The reviewers toured the Soscol Gateway Transit Center at 625 Burnell Street, Napa; and interviewed NVTA's operating contractor, Transdev, to obtain an overview of activities related to FTA-funded projects. The reviewers examined a sample of maintenance records for FTA-funded vehicles and equipment.

Upon completion of the review, FTA and the reviewer provided a summary of preliminary findings to NVTA at an exit conference. Section VI of this report lists the individuals participating in the review.

3. Metrics

The metrics used to evaluate whether a recipient is meeting the requirements for each of the areas reviewed are:

- *Not Deficient*: An area is considered not deficient if, during the review, no findings were noted with the recipient's implementation of the requirements.
- *Deficient*: An area is considered deficient if any of the requirements within the area reviewed were not met.
- *Not Applicable*: An area can be deemed not applicable if, after an initial assessment, the recipient does not conduct activities for which the requirements of the respective area would be applicable.

III. Recipient Description

1. Organization and Services

The Napa Valley Transportation Authority (NVTA), formerly the Napa County Transportation and Planning Agency, assumed responsibility for fixed-route transit service from the City of Napa and paratransit service from Napa County in July 2001. Before it became an independent organization in July 2008, NVTA had been part of the County of Napa.

As a Joint Powers Agency made up of the Cities of Calistoga, St. Helena, Napa, and American Canyon, the County of Napa, and the Town of Yountville, NVTA provides transit service in the member towns and cities and within unincorporated portions of the County. In addition, regional service is provided to Sonoma County; San Francisco Ferry terminal in the City of Vallejo; BART station in the City of El Cerrito; Solano County in Fairfield; and Capitol Corridor in Suisun City. All of NVTA's services are contracted to Transdev, including general management, fixed-route operations, and ADA complementary paratransit services. The service area population is approximately 136,000.

NVTA operates a variety of transit services under its marketing name, The Vine. It provides regular fixed-route service on eight routes in Napa, two commuter routes, three intercity routes, and demand-response service for the general public in Calistoga, Yountville, St. Helena, and American Canyon.

NVTA's services operate from 5:40 a.m. to 9:10 p.m. weekdays, 6:00 a.m. to 8:10 p.m. Saturdays, and 8:30 a.m. to 7:00 p.m. on Sundays. NVTA's ADA complementary paratransit service, Vine Go, operates during the same days and hours of service as the non-commuter fixed routes.

The basic adult fare on fixed-route service is $1.60. A half fare of $0.80 is offered to seniors 65 years or older, persons with disabilities, and persons with a Medicare card. The half fare is provided during all hours of operation.

NVTA has a fleet of 37 fixed-route vehicles, of which 32 are required for peak service. The fleet is a mix of heavy-duty 35- and 40-foot buses and medium-duty cutaways, and 21 vehicles have federal interest. NVTA has two cutaway buses each stationed in Calistoga, American Canyon, Yountville, and St. Helena. These vehicles are parked overnight in the communities they serve, but are maintained at the garages in Napa. NVTA also has a fleet of 13 vehicles operated by its contractor for ADA paratransit service, 4 of which were funded by FTA.

NVTA's administrative offices are located in downtown Napa at 625 Burnell Street. Service operates from NVTA's maintenance facility at 720 Jackson Street in Napa, which is leased from the City of Napa for one dollar per year. NVTA's multimodal Soscol Gateway Transit Center is also located at 625 Burnell Street in Napa. In addition, NVTA has three park and rides: Redwood Park and Ride at 3416 Solano Avenue, Napa; the Town of Yountville Park and Ride at 7900 Solano Avenue, Yountville; and the American Canyon Park and Ride at 300 Crawford Way, American Canyon. The administrative office, Soscol Gateway Transit Center, and Redwood Park and Ride have federal interest.

2. Award and Project Activity

Below is a list of the NVTA's open awards at the time of the review.

Award Number	Award Amount	Year Executed	Description
CA-90-Y927-00	$85,000	2011	2009 JARC Assistance
CA-95-X290-00	$196,794	2014	CBTP and Bus Stop Enhancements
CA-2016-014-00	$3,355,019	2016	FY15 and FY16 Transit Operating Assistance and Safety Enhancements Program
CA-2017-061-00	$91,757	2017	NVTA Priority Signalization Interconnection on State Route 29
CA-2018-032-00	$1,063,814	2018	FY2017 Capital Program and Transit Assistance
CA-2018-103-00	$1,092,250	2018	NVTA-Vine Transit Zero Emission Bus (ZEB) Project
CA-2018-140-00	$2,453,431	2018	FY2018 Transit Operating Assistance and Capital Program
CA-2019-024-00	$507,131	2019	Imola Avenue and SR-29 Express Bus Improvements

Projects Completed

During the review period, NVTA completed the following noteworthy projects:

- Installed automated passenger counters on all fixed-route buses
- Purchased 9 heavy-duty buses and 3 cutaways
- Implemented a Computer Aided Dispatch/Automatic Vehicle Locator (CAD/AVL) system, which included a vehicle surveillance system and real time mobile application for fixed-route service
- Developed "RideTheVine" mobile applications for community shuttle demand response services.

Ongoing Projects

NVTA is currently implementing the following noteworthy projects:

- Breaking ground by the end of 2019 to build a new Maintenance Facility
- Making transit corridor improvements along Imola Avenue in Napa and on State Route 29
- Implementing "Vine Vision," a series of transit service improvements and route restructuring.

Future Projects

NVTA plans to pursue the following noteworthy project in the next three to five years:

- Replace fleet with fully electric vehicles.

IV. Results of the Review

1. Legal

Basic Requirement: The recipient must promptly notify the FTA of legal matters and additionally notify the U.S. DOT Office of Inspector General (OIG) of any instances relating to false claims under the False Claims Act or fraud. Recipients must comply with restrictions on lobbying requirements.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Legal.

2. Financial Management and Capacity

Basic Requirement: The recipient must have financial policies and procedures; an organizational structure that defines, assigns, and delegates authority; and financial management systems in place to match, manage, and charge only allowable cost to the award. The recipient must conduct required single audits and provide financial oversight of subrecipients.

Finding: During this Triennial Review of the NVTA, a deficiency was found with the FTA requirements for Financial Management and Capacity.

ECHO draws not properly approved (F2-3)
The review of ECHO draws found that the approving official in the ECHO system, Ms. Kate Miller, was not approving ECHO draws before Mr. Antonio Onorato completed the draws. Rather, Mr. Onorato would have one of NVTA's accountants review and approve the ECHO draws and supporting documentation prior to completing the draws. Per FTA Circular 5010.1E – Award Management Requirements, the approving official designated on the ECHO payment request form must approve the draw or delegate that authority in writing to the person who approves the draw.

Corrective Action and Schedule: For the deficiency *ECHO draws not properly approved (F2-3)*, by January 29, 2020, NVTA must submit to the FTA regional office a process documenting that the approving official approves each ECHO request, or have the approving official delegate authority in writing to the person approving the requests. Prior to executing its next ECHO draw, NVTA must submit documentation to the regional office that the draw has been approved by the approving official or her designee. The recipient must also submit to the regional office documentation of training conducted of the appropriate staff on new policies and procedures.

3. Technical Capacity - Award Management

Basic Requirement: The recipient must report progress of projects in awards to the FTA timely.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Technical Capacity – Award Management.

4. Technical Capacity - Program Management and Subrecipient Oversight

Basic Requirement: The recipient must follow the public involvement process for transportation plans; develop and submit a State Management Plan to the FTA for approval; report in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) on subawards; and ensure subrecipients comply with the terms of the award.

During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Technical Capacity – Program Management and Subrecipient Oversight.

5. Technical Capacity - Project Management

Basic Requirement: The recipient must be able to implement FTA-funded projects in accordance with the award application, FTA Master Agreement, and all applicable laws and regulations, using sound management practices; and prepare force account plans.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Technical Capacity – Project Management.

6. Transit Asset Management

Basic Requirement: Recipients must comply with 49 CFR Part 625 to ensure public transportation providers develop and implement transit asset management (TAM) plans. Recipients' TAM plans must include an asset inventory, condition assessments of inventoried assets, and a prioritized list of investments to improve the state of good repair of their capital assets.

Finding: During this Triennial Review of the NVTA. no deficiencies were found with the FTA requirements for Transit Asset Management.

7. Satisfactory Continuing Control

Basic Requirement: The recipient must ensure that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

Finding: During this Triennial Review of the NVTA, a deficiency was found with the FTA requirements for Satisfactory Continuing Control.

No evidence of physical inventory or reconciliation (SCC8-4)
NVTA conducts an annual physical inventory of its assets. However, it could not provide documentation that it had reconciled the results of its physical inventory with its equipment records. According to the Uniform Guidance in 2 CFR 200.313(d)(2), recipients must conduct a physical inventory of federally funded assets and the results reconciled with the records at least once every two years.

Corrective Action and Schedule: For the deficiency *No evidence of physical inventory or reconciliation (SCC8-4)*, by January 29, 2020, NVTA must submit to the FTA regional office evidence that it reconciled its physical inventory records, along with procedures for doing so.

8. Maintenance

Basic Requirement: Recipients must keep federally funded vehicles, equipment, and facilities in good operating condition. Recipients must keep ADA accessibility features on all vehicles, equipment, and facilities in good operating order.

Finding: During this Triennial Review of the NVTA, deficiencies were found with the FTA requirements for Maintenance.

No system of periodic inspections and preventive maintenance identified in facility or equipment maintenance plan (M1-4)

NVTA has a facility maintenance plan that describes a series of periodic inspections and preventive maintenance (PM), but no one in the agency is ensuring that those inspections and PMs are carried out. Furthermore, the plan does not appear to match the actual inspections and PMs that are being conducted. The reviewers asked to look at the inspection and PM records from the last 12 months for four facility components: the fire compression system, HVAC system, power doors, and elevator. The only inspection records NVTA could provide were for the HVAC system. It provided copies of invoices from service contractors for the remaining facility components, but these invoices did not demonstrate that an inspection and/or PM was conducted in accordance with NVTA's facility maintenance plan, as required in FTA Circular 5010.1E – Award Management Requirements and FTA C. 9030.1E - Urbanized Area Formula Program.

Corrective Action and Schedule: For the deficiency *No system of periodic inspections and preventive maintenance identified in facility or equipment maintenance plan (M1-4)*, by January 29, 2020, NVTA must submit to the FTA regional office a revised facility and equipment maintenance plan that identifies a system of periodic inspections and preventive maintenance performed at certain defined intervals for all facility components, based upon the manufacturers' recommendations. The plan must explain NVTA's process for ensuring that the periodic inspections and preventive maintenance are completed on time.

9. Procurement

Basic Requirement:

States: When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with 2 CFR §200.322 (*Procurement of Recovered Materials*) and ensure that every purchase order or other contract includes any clauses required by section 2 CFR §200.326 (*Contract Provisions*). All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 (*General Procurement Standards*) through 200.326 (*Contract Provisions*).

Non-state recipients: The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, and conform to applicable Federal law and the standards identified in 2 CFR Part 200.

Where FTA funds are used in procurements for services or supplies, or where FTA-funded facilities or assets are used in revenue contracts, FTA Circular 4220.1F applies. FTA funds, even operating assistance, can be segregated from local funds. FTA Circular 4220.1F does not apply to wholly locally-funded capital procurements.

Finding: During this Triennial Review of the NVTA, deficiencies were found with the FTA requirements for Procurement.

Procurement policies and procedures not current/complete (P1-3)
NVTA's procurement policies, which are found in Chapter 5 in the "NVTA Policies, Practices and Procedures Manual," do not include all required elements, as dictated in 2 CFR Part 200 – Uniform Guidance. The following elements are missing from NVTA's procurement policies:

- Maintenance of contract oversight
- Avoidance of unnecessary or duplicative items
- Use of time and material contracts (or a statement that they are not allowed)
- Procedures for contract dispute resolution
- Sealed bid procedures
- Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
- Bonding requirements for construction or facility improvement contracts
- Compliance with Buy America.

Furthermore, there are other issues with NVTA's procurement policy, including:

- It does not explain how employees are to implement federal rules and regulations; rather, it directs employees to FTA links
- The hyperlinks are out-of-date and precede the Uniform Guidance
- The pre-qualification process is not compliant with the Uniform Guidance
- The protest procedures must be updated to remove the right to appeal to FTA
- It is too vague regarding qualification-based procedures for A&E procurements and does not explain if the recipient follows the Brooks Act
- No process is in place to ensure that Transdev follows federal procurement regulations when the contractor conducts procurements on behalf of NVTA.

Corrective Action and Schedule: For the deficiency *Procurement policies and procedures not current/complete (P1-3)*, by January 29, 2020, NVTA must develop and submit to the FTA regional office revised procurement policies that include all required provisions and identify procedures that ensure compliance with 2 CFR 200.318 through 200.326. NVTA's revised procurement policies must include an oversight process to ensure that Transdev follows federal regulations when conducting procurements on behalf of NVTA.

Improper small purchase procedures used (P8-2)
During the review of procurement files, it was discovered that NVTA's operations contractor, Transdev, often conducts procurements on behalf of NVTA. During the review period, all the procurements conducted by Transdev were small purchases. Since NVTA reimburses Transdev for these small purchases and then draws down the cost in the ECHO system, these are federalized procurements. Yet, Transdev was not instructed to follow federal procurement regulations or document these small purchases, so NVTA could not demonstrate that the procurements completed by Transdev were compliant with 2 CFR Part 200.320 of the Uniform Guidance.

Corrective Action and Schedule: For the deficiency *Improper small purchase procedures used (P8-2)*, by January 29, 2020, NVTA must submit to the FTA regional office evidence that it has updated its procurement process to correctly implement small purchase procedures. For the next small purchase, submit to the FTA regional office documentation that the required process was implemented. NVTA's revised small purchase procedures must include an oversight process to ensure that Transdev follows federal regulations when conducting a small purchase on behalf of NVTA.

10. Disadvantaged Business Enterprise (DBE)

Basic Requirement: Recipients must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. Recipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts.

Finding: During this Triennial Review of the NVTA, deficiencies were found with the US DOT requirements for DBE.

Revisions to DBE program not made (DBE1-2)
On May 22, 2019, the FTA Regional Civil Rights Officer issued a concurrence letter to NVTA after reviewing its DBE program. NVTA was instructed to correct an issue in the DBE program before its next oversight review. NVTA was not aware that the concurrence letter instructed it to make the correction in its DBE program, so the program was not updated prior to the Triennial Review, as required in 49 CFR 26.21(b)(c).

Corrective Action and Schedule: For the deficiency *Revisions to DBE program not made (DBE1-2)*, by January 29, 2020, NVTA must revise its DBE program to incorporate the corrections prescribed in the FTA concurrence letter, dated May 22, 2019, from the FTA Regional Civil Rights Officer (RCRO). NVTA must submit its revised DBE program in TrAMS and notify the FTA Office of Civil Rights (TCR) once completed.

Unreported transit vehicle purchases (DBE11-1)
During the review period, NVTA purchased four revenue vehicles. The agency made this purchase in April 2019. However, since NVTA was not aware of the requirement to submit a Transit Vehicle Manufacturer (TVM) report on FTA's website, no report was submitted. Per 49 CFR 26.49 (a) (4), FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract, in the manner prescribed in the grant agreement.

Corrective Action and Schedule: For the deficiency *Unreported transit vehicle purchases (DBE11-1)*, by January 29, 2020, NVTA must submit to FTA TCR an implemented process to ensure that future awards of FTA-funded transit vehicle purchases are reported timely to the FTA Office of Civil Rights. NVTA must also submit a TVM report on FTA's website for the four revenue vehicles that were purchased in April 2019.

11. Title VI

Basic Requirement: The recipient must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance without regard to whether specific projects or services are federally funded. The recipient must ensure that all transit services and related benefits are distributed in an equitable manner.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Title VI.

12. Americans With Disabilities Act (ADA) - General

Basic Requirement: Titles II and III of the ADA of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the US DOT requirements for ADA – General.

13. ADA - Complementary Paratransit

Basic Requirement: Under 49 CFR 37.121(a), each public entity operating a fixed-route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed-route system. "Comparability" is determined by 49 CFR 27.123-37.133. Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the US DOT requirements for ADA – Complementary Paratransit.

14. Equal Employment Opportunity

Basic Requirement: The recipient must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving Federal financial assistance under the Federal transit laws. (Note: Equal Employment Opportunity Commission's regulation only identifies/recognizes religion and not creed as one of the protected groups.)

Finding: During this Triennial Review of the NVTA, a deficiency was found with the FTA requirements for Equal Employment Opportunity.

Insufficient oversight of contractor EEO Program (EEO5-1)
NVTA's operations contractor, Transdev, has more than 100 employees in service of the NVTA contract and therefore, is required to develop a full EEO Program. In June 2016, the NVTA Board of Directors approved Transdev's EEO Program. However, NVTA could not document that someone within the agency reviewed the program for compliance with the EEO Circular. Transdev's EEO Program is outdated and references a utilization analysis conducted in 2015. No one at NVTA is ensuring that Transdev follows its EEO Program, updates it every four years, and conducts a semi-annual narrative and statistical assessment and an annual utilization analysis, as required by FTA C. 4704.1A.

Corrective Action and Schedule: For the deficiency *Insufficient oversight of contractor EEO Program (EEO5-1)*, by January 29, 2020, NVTA must submit to FTA TCR documentation that it has received the EEO plan from Transdev and reviewed it for compliance with FTA C. 4704.1A. NVTA must provide a copy of Transdev's plan, if requested, by FTA TCR.

15. School Bus

Basic Requirement: Recipients are prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally funded equipment or facilities cannot be used to provide exclusive school bus service.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for School Bus.

16. Charter Bus

Basic Requirement: Recipients are prohibited from using federally funded equipment and facilities to provide charter service if a registered private charter operator expresses interest in providing the service. Recipients are allowed to operate community-based charter services excepted under the regulations.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Charter Bus.

17. Drug-Free Workplace Act

Basic Requirement: Recipients are required to maintain a drug-free workplace for all award-related employees; report any convictions occurring in the workplace timely; and have an ongoing drug-free awareness program.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Drug-Free Workplace Act.

18. Drug and Alcohol Program

Basic Requirement: Recipients receiving Section 5307, 5309, 5311, or 5339 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Drug and Alcohol Program.

19. Section 5307 Program Requirements

Basic Requirements: For fixed-route service supported with Section 5307 assistance, fares charged seniors, persons with disabilities, or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares. Recipients are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction. Recipients shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a program of projects (POP). Recipients must annually certify that they are spending at least one percent of such funds for transit security projects or that such expenditures for security systems are not necessary. Recipients must ensure that least one percent of such funds are expended on associated transit enhancement projects.

Finding: During this Triennial Review of the NVTA, no deficiencies were found with the FTA requirements for Section 5307 Program Requirements.

20. Section 5310 Program Requirements

Basic Requirement: Recipients must expend funds on eligible projects that meet the specific needs of seniors and individuals with disabilities. Projects selected for funding under the Section 5310 program must be included in a locally developed, coordinated public transit-human services transportation plan. Recipients must approve all leases of Section 5310-funded vehicles and ensure that leases include required terms and conditions. Either the recipient or subrecipient must hold title to the leased vehicles.

This section only applies to recipients that receive Section 5310 funds directly from FTA; therefore, the requirements are not applicable to the review of the NVTA.

21. Section 5311 Program Requirements

Basic Requirement: Recipients must expend funds on eligible projects to support rural public transportation services and intercity bus transportation.

This section only applies to recipients that receive Section 5311 funds directly from FTA; therefore, the requirements are not applicable to the review of the NVTA.

V. Summary of Findings

Review Area	Finding	Deficiency Code(s)	Corrective Action	Response Due Date	Date Closed
1. Legal	ND				
2. Financial Management and Capacity	D	F2-3: ECHO draws not properly approved	NVTA must submit to the FTA regional office a process documenting that the approving official approves each ECHO request or have the approving official delegate authority in writing to the person approving the requests. Prior to executing its next ECHO draw, NVTA must submit documentation to the regional office that the draw has been approved by the approving official or her designee. The recipient must also submit to the regional office documentation of training conducted of the appropriate staff on new policies and procedures.	January 29, 2020	
3. Technical Capacity – Award Management	ND				
4. Technical Capacity – Program Management and Subrecipient Oversight	ND				
5. Technical Capacity – Project Management	ND				
6. Transit Asset Management	ND				
7. Satisfactory Continuing Control	D	SCC8-4: No evidence of physical inventory or reconciliation	NVTA must submit to the FTA regional office evidence that it reconciled its physical inventory records, along with procedures for doing so.	January 29, 2020	
8. Maintenance	D	M1-4: No system of periodic inspections and preventive maintenance identified in facility or equipment maintenance plan	NVTA must submit to the FTA regional office a revised facility and equipment maintenance plan that identifies a system of periodic inspections and preventive maintenance performed at certain defined intervals for all facility components, based upon the manufacturers' recommendations. The plan must explain NVTA's process for ensuring that the periodic inspections and preventive maintenance are completed on time.	January 29, 2020	

Review Area	Finding	Deficiency Code(s)	Corrective Action	Response Due Date	Date Closed
9. Procurement	D	P1-3: Procurement policies and procedures not current/complete	NVTA must develop and submit to the FTA regional office revised procurement policies that include all required provisions and identify procedures that ensure compliance with 2 CFR 200.318 through 200.326. NVTA's revised procurement policies must include an oversight process to ensure that Transdev follows federal regulations when conducting procurements on behalf of NVTA.	January 29, 2020	
	D	P8-2: Improper small purchase procedures used	NVTA must submit to the FTA regional office evidence that it has updated its procurement process to correctly implement small purchase procedures. For the next small purchase, submit to the FTA regional office documentation that the required process was implemented. NVTA's revised small purchase procedures must include an oversight process to ensure that Transdev follows federal regulations when conducting a small purchase on behalf of NVTA.	January 29, 2020	
10. Disadvantaged Business Enterprise	D	DBE1-2: Revisions to DBE program not made	NVTA must revise its DBE program to incorporate the corrections prescribed in the FTA concurrence letter, dated May 22, 2019, from the FTA Regional Civil Rights Officer (RCRO). NVTA must submit its revised DBE program in TrAMS and notify the FTA Office of Civil Rights (TCR) once completed.	January 29, 2020	
	D	DBE11-1: Unreported transit vehicle purchases	NVTA must submit to FTA TCR an implemented process to ensure that future awards of FTA-funded transit vehicle purchases are reported timely to the FTA Office of Civil Rights. NVTA must also submit a TVM report on FTA's website for the four revenue vehicles that were purchased in April 2019.	January 29, 2020	
11. Title VI	ND				

Review Area	Finding	Deficiency Code(s)	Corrective Action	Response Due Date	Date Closed
12. Americans With Disabilities Act (ADA) - General	ND				
13. ADA – Complementary Paratransit	ND				
14. Equal Employment Opportunity	D	EEO5-1: Insufficient oversight of contractor EEO Program	NVTA must submit to FTA TCR documentation that it has received the EEO plan from Transdev and reviewed it for compliance with FTA C. 4704.1A. NVTA must provide a copy of Transdev's plan, if requested, by FTA TCR.	January 29, 2020	
15. School Bus	ND				
16. Charter Bus	ND				
17. Drug-Free Workplace Act	ND				
18. Drug and Alcohol Program	ND				
19. Section 5307 Program Requirements	ND				
20. Section 5310 Program Requirements	NA				
21. Section 5311 Program Requirements	NA				

VI. Attendees

Name	Title	Phone Number	E-mail Address
Napa Valley Transportation Authority			
Kate Miller	Executive Director	707-259-8631	kmiller@nvta.ca.gov
Antonio Onorato	Director of Administration, Finance, and Policy	707-259-8779	aonorato@nvta.ca.gov
Matthew Wilcox	Public Transit Manager	707-259-8635	mwilcox@nvta.ca.gov
Karrie Sanderlin	Administration and Human Resources Manager	707-259-8633	ksanderlin@nvta.ca.gov
Reneé Y. Kulick	Senior Administrative Technician	707-259-8780	rkulick@nvta.ca.gov
Contractor - Transdev			
Cheryl D. Drake	General Manager	707-253-4942	cheryl.drake@transdev.com
David Barkoski	Safety and Training Manager	707-251-1095	david.barkoski@transdev.com
Ken Schwarzbach	Maintenance Manager	707-251-1098	kenneth.schwarzbach@transdev.com
FTA (via telephone)			
Audrey Bredehoft	Senior Financial Analyst	415-734-9453	audrey.bredehoft@dot.gov
Philoki Barros	Transportation Program Specialist	415-734-9452	philoki.barros@dot.gov
Lynette Little	Regional Civil Rights Officer	415-734-9464	lynette.little@dot.gov
Giusseppe Dizon	Program Management Specialist	415-734-9482	giusseppe.dizon@dot.gov
Qi Tech, LLC			
Gwen Larson	Lead Reviewer	920-746-4595	gwen_larson@qitechllc.com
Michael Warren	Associate Reviewer	414-292-5267	michael_warren@qitechllc.com

VII. Appendices

Civil Rights Corrective Action Procedures:

Please submit Corrective Actions for all Civil Rights deficiencies to the following email address:

region9civilrights@dot.gov

- A separate email should be sent to address each deficiency separately with attached supporting documentation
- Email Subject Line: TR FY19 Corrective Action: Recipient Name/ID, Deficiency Code #, and Deficiency Title

Example: TR FY19 Corrective Action: NVTA/5001, DBE1-2: Revisions to DBE program not made

- The body of the email should contain a short summary of the corrective action.
- Supporting documents should be sent as PDF files. No MS Word or Excel spreadsheets.

NAPA VALLEY TRANSPORTATION AUTHORITY

September 26, 2019

Mr. Edward Carranza, Jr.
Acting Director, Office of Financial Management
and Program Oversight
Federal Transit Administration
90 Seventh Street, Suite 15-300
San Francisco, CA 94103-6701

RE: Napa Valley Transportation Authority (NVTA) 2019 Triennial Review

Dear Acting Director Carranza,

We appreciate the time and effort of your staff and consultants during NVTA's recent triennial review. We are responding to the letter dated September 19, 2019 summarizing the findings in the review performed by Gwen Larson of Qi Tech, LLC on behalf of your office.

2. Financial Management and Capacity

Basic Requirement: The recipient must have financial policies and procedures; an organizational structure that defines, assigns, and delegates authority; and financial management systems in place to match, manage, and charge only allowable cost to the award. The recipient must conduct required single audits and provide financial oversight of subrecipients.

Finding: During this Triennial Review of the NVTA, a deficiency was found:

- ***ECHO draws not properly approved (F2-3)***

  The review of ECHO draws found that the approving official in the ECHO system, Ms. Kate Miller, was not approving ECHO draws before Mr. Antonio Onorato completed the draws. Rather, Mr. Onorato would have one of NVTA's accountants review and approve the ECHO draws and supporting documentation prior to completing the draws. Per FTA Circular 5010.1E - Award Management Requirements, the approving official designated on the ECHO payment request form must approve the draw or delegate that authority in writing to the person who approves the draw.

Management Response: NVTA concurs. NVTA will submit to the FTA regional office a process documenting that the Executive Director approves each ECHO request, or the Executive Director will delegate authority in writing to the person completing the ECHO drawdown. Prior to executing its next ECHO draw, NVTA will submit documentation to the regional office that the approving official or designee has approved the draw. Staff will also submit to the regional office documentation of training conducted of the appropriate staff on new policies and procedures.

NAPA VALLEY TRANSPORTATION AUTHORITY

7. Satisfactory Continuing Control

Basic Requirement: The recipient must ensure that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

Finding: During this Triennial Review of the NVTA, a deficiency was found:

- ***No evidence of physical inventory or reconciliation (SCCS-4)***

NVTA conducts an annual physical inventory of its assets. However, it could not provide documentation that it had reconciled the results of its physical inventory with its equipment records. According to the Uniform Guidance in 2 CPR 200.3 I 3(d)(2), recipients must conduct a physical inventory of federally funded assets and the results reconciled with the records at least once every two years.

Management Response: NVTA concurs. NVTA conducts an annual physical inventory of its assets and reconciles to the financial statements. However, the Agency does not typically provide a written statement that the two tasks have been reconciled. Going forward, NVTA will provide documentation that it reconciled the results of its physical inventory with its equipment records according to the Uniform Guidance in 2 CPR 200.313(d)(2).

9. Procurement

Basic Requirement for Non-state recipients: The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, and conform to applicable Federal law and the standards identified in 2 CFR Part 200.

Where FTA funds are used in procurements for services or supplies, or where FTA-funded facilities or assets are used in revenue contracts, FTA Circular 4220.IF applies. FTA funds, even operating assistance, can be segregated from local funds. FTA Circular 4220. I does not apply to wholly locally-funded capital procurements.

Finding: During this Triennial Review, deficiencies were found.

- ***Procurement policies and procedures not current/complete (PI-3)***

NVTA's procurement policies, which are found in Chapter 5 in the "NVTA Policies, Practices and Procedures Manual," do not include all required elements, as dictated in 2 CFR Part 200- Uniform Guidance. The following elements are missing from NVTA's procurement policies:

- Maintenance of contract oversight
- Avoidance of unnecessary or duplicative items
- Use of time and material contracts (or a statement that they are not allowed)
- Procedures for contract dispute resolution
- Sealed bid procedures
- Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
- Bonding requirements for construction or facility improvement contracts
- Compliance with Buy America.

Furthermore, there are other issues with NVTA's procurement policy, including:

- It does not explain how employees are to implement federal rules and regulations; rather, it directs employees to FTA links
- The hyperlinks are out-of-date and precede the Uniform Guidance
- The pre-qualification process is not compliant with the Uniform Guidance

- The protest procedures must be updated to remove the right to appeal to FTA
- It is too vague regarding qualification-based procedures for A&E procurements and does not explain if the recipient follows the Brooks Act
- No process is in place to ensure that Transdev follows federal procurement regulations when the contractor conducts procurements on behalf of NVTA.

Management Response: NVTA will update and submit to the FTA regional office revised procurement policies that include all required provisions and identify procedures that ensure compliance with 2 CFR 200.318 through 200.326. NVTA's revised procurement policies will include an oversight process to ensure that Transdev follows federal regulations when conducting procurements on behalf of NVTA.

- ***Improper small purchase procedures used (P8-2)***

During the review of procurement files, it was discovered that NVTA's operations contractor, Transdev, often conducts procurements on behalf of NVTA. During the review period, all the procurements conducted by Transdev were small purchases. Since NVTA reimburses Transdev for these small purchases and then draws down the cost in the ECHO system, these are federalized procurements. Yet, Transdev was not instructed to follow federal procurement regulations or document these small purchases, so NVTA could not demonstrate that the procurements completed by Transdev were compliant with 2 CFR Part 200.320 of the Uniform Guidance.

Management Response: NVTA will submit to the FTA regional office evidence that it has updated its procurement process to correctly implement small purchase procedures. NVTA's revised small purchase procedures will include an oversight process to ensure that Transdev follows federal regulations when conducting a small purchase on behalf of NVTA.

10. Disadvantage Business Enterprise

Basic Requirement: Recipients must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. Recipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts.

Finding: During this Triennial Review of the NVTA, deficiencies were found:

- ***Revisions to DBE program not made (DBEJ-2)***

On May 22, 2019, the FTA Regional Civil Rights Officer issued a concurrence letter to NVTA after reviewing its DBE program. NVTA was instructed to correct an issue in the DBE program before its next oversight review. NVTA was not aware that the concurrence letter instructed it to make the correction in its DBE program, so the program was not updated prior to the Triennial Review, as required in49CFR 26.21(b)(c).

Management Response: NVTA will revise its DBE program to incorporate the corrections prescribed in the FTA concurrence letter, dated May 22, 2019, from the FTA Regional Civil Rights Officer (RCRO). NVTA will submit its revised DBE program in TrAMS and notify the FTA Office of Civil Rights once completed.

NAPA VALLEY TRANSPORTATION AUTHORITY

- ***Unreported transit vehicle purchases (DBEJJ-1)***

During the review period, NVTA purchased four revenue vehicles. The agency made this purchase in April 2019. However, since NVTA was not aware of the requirement to submit a Transit Vehicle Manufacturer (TVM) report on FTA's website, no report was submitted. Per 49 CFR 26.49 (a) (4), FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract, in the manner prescribed in the grant agreement.

Management Response: NVTA will submit to FTA a process that ensures that future FTA transit vehicle purchases are reported timely to the FTA Office of Civil Rights. NVTA will also submit a TVM report on FTA's website for the four revenue vehicles that were purchased in April 2019.

14. Equal Employment Opportunity

Basic Requirement: The recipient must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving Federal financial assistance under the Federal transit laws. (Note: Equal Employment Opportunity Commission's regulation only identifies/recognizes religion and not creed as one of the protected groups.)

Finding: During this Triennial Review of the NVTA, a deficiency was found:

- ***Insufficient oversight of contractor EEO Program (EEOS-1)***

NVTA' s operations contractor, Transdev, has more than 100 employees in service of the NVTA contract and therefore, is required to develop a full EEO Program. In June 2016, the NVTA Board of Directors approved Transdev's EEO Program. However, NVTA could not document that someone within the agency reviewed the program for compliance with the EEO Circular. Transdev's EEO Program is outdated and references a utilization analysis conducted in 2015. No one at NVTA is ensuring that Transdev follows its EEO Program, updates it every four years, and conducts a semi-annual narrative and statistical assessment and an annual utilization analysis, as required by FTA C. 4704.IA.

Management Response: NVTA will submit to FTA Office of Civil Rights documentation that it has received the EEO plan from Transdev and reviewed it for compliance with FTA C. 4704.1A.

We look forward to our continued collaboration and mutually beneficial relationship with FTA.

Sincerely,

Kate Miller
Executive Director

cc: Audrey Bredehoft/FTA Region IX
Gwen Larson/Qi Tech LLC

November 20, 2019
NVTA Agenda Item 10.3
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck, Principal Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Amendment #1 to Project Work Order No. E-02 with T.Y. Lin International (TyLin) for On Call A/E and Project Delivery Services

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RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorizes the Executive Director to execute an Amendment #1 to Project Work Order No. E-02 with T.Y. Lin International (Attachment 1) for On-Call A/E and Project Delivery Services specifically for the Calistoga to St. Helena Vine Trail right of way acquisition services for an amount hot to exceed $95,519.

OTHER OPTIONS FOR CONSIDERATION

The Board could decide not authorize Amendment #1 to Project Work Order No. E-02 and (1) decide to start a new procurement for Right-of-Way Acquisitions Services for the Vine Trail St Helena to Calistoga Segment in which case the project would be delayed or (2) The Board could decide not to move forward with Right-of-Way Certification for the Vine Trail St Helena to Calistoga Segment in which case the project would not move forward

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA staff is proposing to amend an agreement with TyLin, for Program (Project Delivery) Management services to assist the Agency in delivering the Vine Trail. The existing Program Management Work Order No. E-02 on the Vine Trail is for $74,918. While TyLIn's work to date is currently below $74,918, NVTA is now asking them to perform an additional task, 4B, for Right-of-Way Acquisition (ROW), at a cost not to

exceed $95,519. This additional task would bring the total cost of Work Order No. 2 to a not to exceed amount of $155,219.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The additional $95,519 is within the existing Board Authorization of July 18, 2018 for a combined Program Management cost of not to exceed $500,000 for a two-year period Fiscal Year (FY) 2018-19 and 2019-20.

Is it currently budgeted? Yes

Where is it budgeted? Professional Services, Project Management

Future fiscal impact? N/A

Consequences if not approved? NVTA will not have the services of an Acquisition Specialist or Real Property Appraiser as required under the Federal Uniform Act and Caltrans will not issue a ROW Certification for the Vine Trail St Helena to Calistoga Segment.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The Vine Trail is a critical project that supports alternative transportation for individuals who may not have the income or the ability to drive an automobile.

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

This segment of the Vine Trail will allow bikers and walkers to safely navigate from St Helena to Calistoga on a Class I bike path – separated from automobile traffic.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

Background

NVTA advertised A Request for Qualifications (RFQ) 2017-07 on November 22, 2017 seeking on-call engineering, architecture and project delivery services. The purpose for securing on-call engineering, architectural and project delivery services list was to pre-approve eligible consulting firms in order to expedite project awards at the time the services are required.

In response to RFQ 2017-07, twenty-one (21) proposals were received. An evaluation selection committee chose the top seventeen (17) proposing consultants for award of on-call engineering, architectural and project delivery professional services contracts covering work disciplines for project categories outlined in the RFQ scope of work. One of these project categories was 'Project Management and Administration (*service in management support role*)'. The three firms selected under this category were Ty Lin, DKS and Stantec and staff sought competitive proposals from all three firms on May 15, 2018 for professional services.

DKS and TyLin responded to the proposal and based upon their responses and subsequent interviews, NVTA selected both firms and received Board Approval in July, 2018 to provide Project Delivery Management services for the following projects:

DKS

- Soscol Junction – Plans, Specifications and Estimates

TyLin

- Vine Trail Calistoga to St. Helena
- Imola Park and Ride Improvements
- Carneros Intersection Improvements
- Vine Transit Maintenance Facility

Current Status

On September 18, 2019, NVTA sent a Right of Way Acquisition Scope of Work to TyLin and directed TyLin to request two proposals under their existing on-call contract. The reason NVTA is seeking ROW Acquisition Services at this time is that the right-of-way process is far enough along that NVTA could write a concise scope that outlines exactly what services would be needed for each of the properties along the Vine Trail segment. TyLin requested proposals from Overland, Pacific & Cutler, LLC (OPC) and Associated Right of Way Services, Inc (ARWS). NVTA staff evaluated the proposals and determined that OPC's proposal was superior and represented the best value for the agency. This amendment will be awarded based upon wage rates established in the on-call Professional Services Agreement, and the negotiated scope of work, schedule, products to be delivered and personnel assigned for the work order.

SUPPORTING DOCUMENTS

Attachments: (1) Amendment #1 Project Work Order No. E-02 with TyLin (Vine Trail Calistoga - St. Helena)

NAPA VALLEY TRANSPORTATION AUTHORITY

AMENDMENT #1

PROJECT WORK ORDER NO. E-02
ON-CALL A/E & PROJECT DELIVERY SERVICES

PROJECT NAME: PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS – *VINE TRAIL CALISTOGA - ST. HELENA*

PROJECT MANAGER: Rebecca Schenck, Transportation Program Planner & Policy Analyst, rschenck@nvta.ca.gov, (707) 259-8636

CONSULTANT DESIGNATED TEAM MEMBERS:

- T.Y. LIN INTERNATIONAL Staff – see EXHIBIT A, Samuel Chui, PE, Task Order Manager/ Project Manager
- Sub-consultant Staff – Overland, Pacific & Cutler, LLC (OPC) – see EXHIBIT B-1, pages 6 - 15

SCOPE OF SERVICE: See additional Scope of Services/Proposal for Services under EXHIBIT A-1, dated October 3, 2019, and revised Fee Schedule attached as EXHIBIT B-1.

- ***PROJECT WORK ORDER SCOPE OF SERVICES ARE HEREWITH AMENDED TO INCLUDE ADDITIONAL SERVICES TO BE PERFORMED UNDER TASK 4B BY THE CONTRACTOR UNDER TASK 4 - DESIGN DEVELOPMENT – AT AN ADDITIONAL COST TO NVTA IN THE AMOUNT OF $80,301. TASK 4 IS HEREBY AMENDED TO TOTAL $95,519 AND THE AGREEMENT NOT TO EXCEED TOTAL AMOUNT TO $155,219 AS PER ATTACHED.***

START DATE: *JULY 18, 2018* **COMPLETION DATE:** *JUNE 30, 2020*

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: $ 74,918
NEW NTE AMOUNT FOR THIS PROJECT: $155,219

PROJECT AMOUNT IS HEREWITH AMENDED TO REFLECT THE COST INCREASE ASSOCIATED WITH THE ADDITIONAL TASK SERVICES TO BE PERFORMED BY THE CONTRACTOR.

CHARGE NUMBER FOR PAYMENT: TDA8 8301001 52310 CMA_PLAN_PRGMS

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated *MAY 15, 2018*, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By:_____
KATE MILLER, Executive Director Date: _____

T.Y. LIN INTERNATIONAL
Contractor

By:_____
JOHN KENYON, PE Associate Vice President Date: _____

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

EXHIBIT A-1

SCOPE OF WORK

RIGHT-OF-WAY ACQUISITION
(TASK 4B)

1. GENERAL. CONTRACTOR will conduct and coordinate specified tasks related to advancing the NAPA VALLEY VINE TRAIL ST HELENA TO CALISTOGA segment to complete the right-of-way acquisition.

The work shall comply with all the requirements of Federal, State, and local requirements of the following without limitation, and shall apply to this Amendment to the Agreement and any subsequent contract as though incorporated herein by reference:

a. Federal, State, and local laws;
b. Rules and regulations of governing utility districts; and
c. Rules and regulations of other authorities with jurisdiction over the acquisition of the real estate.

2. SERVICES TO BE PROVIDED.

a. Right-of-Way Identification. CONTRACTOR will verify the existing plats and legal descriptions to meet Caltrans and/or Federal Highway Administration (FHWA) standards. Provide NVTA with support in obtaining all necessary permits for the Caltrans Right-of-Way Certification process.

b. Acquisition Services. First priority in the acquisition is through owner-initiated donation. When this is not possible, CONTRACTOR will be responsible for "good faith negotiations" with property owners in the purchase of right-of-way based on values established in the reviewed and approved appraisals. CONTRACTOR must adhere to all professional standards and the Caltrans Right-of-Way Manual (https://dot.ca.gov/programs/right-of-way/right-of-way-manual) and all applicable laws and regulations.

Acquisition Specialist Responsibilities under the Uniform Act:

- Ensure establishment of just compensation prior to initiation of negotiations.
- Expeditious acquisition within thirty (30) days of approved appraisal.
- First Written Offer should be presented in person when possible.
- Caltrans requires that a copy of the appraisal report shall be provided to the owner with the First Written Offer; a Summary Statement (basis for the appraisal) is optional in this case.
- Owner to be given reasonable time to consider offer and present material relevant to value determination (i.e., thirty (30)

days and a minimum of three (3) contacts).
- Payment is required before taking possession unless date of possession cause is used in contract.
- NVTA/Napa Valley Vine Trail Coalition (NVVTC) is responsible for payment of all incidental expenses (title, escrow surveys, pre-payment penalties, etc.)
- Preparation of Administrative Settlements when it is reasonable and in the public interest.
- Diary entries including confirmation of delivering Title VI information.

c. Real Property Appraiser. Responsible for preparation of Summary Appraisal Reports to determine the fair market value of the rights to be acquired from each subject property and prepared in accordance to professional standards, Uniform Standards of Professional Appraisal Practice (USPAP), and the Caltrans Right-of-Way Manual and all applicable laws and regulations.

Real Property Appraiser Responsibilities under the Uniform Act:

- Property owner must be notified in writing of Agency's decision to appraise.
- Property owner or designee must be given opportunity to accompany appraiser during property inspection.
- Responsibility of sending Title VI information.
- Diary entry of notifications and contacts.
- Appraisal to contain minimum recognized standards for public acquisition (Zoning Property Rights to be acquired, Highest and Best Use Analysis, Verified Comparables, Improvements Acquired, Damages, Cost-to-Cure, etc.)
- All appraisals must contain Appraiser and Review Appraiser Certificates.

3. DELIVERABLES.

Task 1 Project Kick-off and Existing Documents Review.

Attend an organization and scoping meeting with NVTA staff to:

a. Review Project objectives.
b. Review scope of services.
c. Establish a meeting schedule.
d. Establish communication channels.

Review existing documentation with NVTA relating to previous investigations, studies, and design work including but not limited to:

a. Existing maps, surveys, appraisals and Title Reports

Task 2 Right-of-Way Identification.

a. Verify the permanent and temporary construction easements needed for construction.
b. Verify that existing plats and legal descriptions meeting Caltrans and/or Federal Highway Administration standards.
c. Provide NVTA with support for the Caltrans Right of Way Certification process where necessary and obtain all necessary permits.

Task 3 Acquisition Services. Responsible for "good faith negotiations" with property owners for the purchase of right-of-way based on values established in the reviewed and approved appraisals; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; preparation of all written correspondence, applicable forms and Napa County's standard easement agreement; coordination with NVTA staff; performance of notary services related to the signing of acquisition documents;

Escrow coordination with Napa County; completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries.

Task 4 Appraisal. CONTRACTOR must prepare an appraisal for a subject property it will separately bound and prepare in a "stand-alone" format suitable for furnishing to the associated property owners per Caltrans' requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Comparable data shall be verified with parties to the transaction.

CONTRACTOR's cost proposal and staffing for the additional services to be provided are attached in EXHIBIT B-1.

AMENDMENT #1

EXHIBIT B-1

FEE SCHEDULE

(Revision)

DESCRIPTION	AMOUNT
Task 1 - Review Existing Documents	$ 909
Task 2 - Project Management	$23,814
Task 3 - Environmental Determination	$ 1,817
Task 4 - A. Design Development	$15,218
B. Right-of-Way Acquisition	**$80,310**
Task 5 - Caltrans Documents	$14,536
Task 6 - Bid and Award	$ 9,085
Task 7 – Construction Phase Services	$ 9,536
TOTAL NOT TO EXCEED	**$155,219**

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBITs A and A-1 shall not exceed $155,219. Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverables.

Steven Harris
Project Manager

Education:	▪ Business Admin./Public Relations, California State University, Sacramento
License:	▪ Real Estate License, California, No. 01785530 *
Professional Affiliations	▪ Member, International Right of Way Association (IRWA)
Years of Experience:	**Initial Year in Industry:** 2006 **Initial Year with OPC:** 2006

Overview

Mr. Harris is a dedicated professional with more than 30 years of management experience. As a Right of Way Project Manager, he is the main point of contact with clients and the project team. He directs staff and oversees all R/W tasks and issues associated with the project. Mr. Harris has 13 years of experience delivering large multi-parcel R/W projects requiring compliance with local, state, and federal regulations, as well as Caltrans R/W Certification oversight. Mr. Harris years of experience have made him very adept in assisting clients to identify potential right of way issues early on in the planning phase and acquisition phase of the project and presenting possible mitigation measures to minimize potential costly delays, litigation and keep the project on schedule. Mr. Harris' previous project experience also includes relocation advisory and assistance services for various local, county, and state government agencies, along with private development projects utilizing various public funding sources. Services include project management, oversight, and implementation for complex business relocations and multi-unit residential relocations.

Project Examples

Tuolumne County

Evergreen Road Reconstruction Project. As the Project Manager, responsible for R/W acquisition and project delivery to acquire permanent and temporary easements from two rural properties. One parcel designated as a park and recreational facility owned by San Francisco Public Utilities Commission (SFPUC), which proved to be a challenge for the project. The project involved road rehabilitation and reconstruction and was funded through the Federal Highway Administration (FHWA). Tasks also included coordination with Caltrans and R/W Certification. ***Big Creek Shaft Bridge Replacement Project.*** As the Project Manager for this bridge replacement project utilizing Federal funds. Services included R/W acquisition and project delivery to acquire permanent and temporary easements from two rural residential properties. OPC provided waiver valuations in-lieu off appraisals, this saved the client money and expedited the acquisition process. Tasks also included coordination with Caltrans and R/W Certification. ***Parrots Ferry Road and SR 49 Intersection Improvement Project.*** As the Project Manager, responsible for R/W acquisition and project delivery. Provided appraisal and acquisition services to acquire temporary and permanent easements impacting 5 parcels properties. Property types included commercial and rural residential. OPC delivered the R/W under a very short time frame to meet R/W certification and funding deadlines.

Stanislaus County

Crows Landing Road Bridge Replacement Project. Project Manager for this bridge replacement project utilizing Federal Highway Bridge Program funding. The project includes Caltrans District 10 oversight and R/W certification. Services include permanent and temporary easements from five parcels for construction and staging. Project issues include close cooperation with agricultural farming interests to limit impacts to farming operations and crop loss damages. ***Hatch Road Channelization Project.*** Project Manager for this road widening project. Services include acquisition for both permanent and temporary easements from five parcels and relocation services for four permanent residential relocations.

Tehama County
Pine Creek Bridge at Reeds Creek Road. As the Project Manager, worked closely with the County's Public Works Department to acquire permanent and temporary easements impacting four parcels. The project involved road and bridge construction and utility relocation coordination and was funded through the Federal Highway Bridge Program. Tasks also included coordination with Caltrans and Right of Way Certification.

Solano County
Petersen Road at Travis South Gate. Project goal to provide a dedicated truck stacking lane for vehicles entering the Travis AFB south gate entrance. As project manager, worked closely with the Solano County Department of Public Works to provide complete turnkey right of way services to acquire permanent roadway easement from 4 parcels impacted by the project.

City of Concord
Clayton Road/Treat Blvd. Intersection Improvement Project. Project Manager overseeing R/W process to acquire property rights to improve traffic flow at a major intersection in the City of Concord. OPC provided turnkey R/W services including appraisal, acquisition, escrow/title clearance, and rights to enter to complete surveys and investigations.

Santa Clara Valley Water District
Upper Llagas Creek Flood Protection Project. Provided right of way services to acquire property rights from approximately 145 parcels impacted by the project, including rural residential, commercial, agricultural, and public lands.

Sacramento Area Flood Control Agency and Army Corps of Engineers
Natomas Levee Improvement Project. Provided acquisition and relocation services for 150 parcels impacted by the project. Also provided coordination to obtain right of entry and property access for the consultants for surveys and studies for over 43 miles of the flood control project. Project impacts included residential, commercial, agricultural, and public lands. ***Florin Creek Flood Protection Project***. Project Manager to acquire permanent flood control easements impacting four parcels. This project required close coordination with the Client, U.S. Army Corps of Engineers, and Department of Water Resources.

City of Citrus Heights
Mariposa Avenue Safe Routes to School Infill Project. Provided acquisition services for 30 parcels for this road widening improvement project. ***Antelope Road Safety Improvement Project.*** Project manager, acquiring permanent easements from 9 parcels and PTE&C documents from a total of fifteen parcels.

Specific Expertise

IRWA Courses:
100 – Principles of Land Acquisition
200 – Principles of Real Estate Negotiation

California Department of Real Estate Courses:
Real Estate Principles, Real Estate Practice
Property Management
Fair Housing, Ethics
Risk Management

In-House Courses:
Advanced Business Relocation Training
Business/Residential Relocation
Property Management

Other Coursework:
Real Estate Acquisition Under the Uniform Act
Right of Way Training for Local Agencies

** renewal pending*

OPC
Enhancing Lives through Infrastructure

Steve Parent, MAI, SRA, AI-GRS, AI-RRS, SR/WA, PMP
Senior Valuation Manager

Education:	▪ MBA, Operations Management & Finance, University of Cincinnati ▪ BS, Mechanical Engineering, University of Cincinnati
Licenses:	▪ Certified General Real Estate Appraiser: ▪ CA Real Estate Broker License #01433367
Designations:	▪ MAI, SRA, AI-GRS, AI-RRS Designations, Appraisal Institute ▪ Senior Member (SR/WA), International Right of Way Association (IRWA) ▪ Project Management Professional (PMP), Project Management Institute (PMI)
Professional Affiliations:	▪ Member, American Public Works Association
Years of Experience:	**Project Management:** 25; **Appraisal Experience:** 15 **Initial Year with OPC:** 2019

Overview

Mr. Parent has a broad background in engineering, program management, project management, business development, strategic planning, commercial brokerage, real estate investment, and property management. Steve has managed right of way contracts for California High Speed Rail, Sacramento Municipal Utilities District, Riverside County Transportation Commission, the San Diego Association of Governments, Southern California Gas, Southern California Edison, City of Santa Ana, and the Los Angeles Department of Water and Power. His appraisal experience involves right of way valuation, partial acquisitions (including fee, permanent, and temporary easements), and property types including retail, office, industrial, multi-family residential, single family residential, mixed-use, and agricultural. In the last ten years, Steve has managed or appraised more than 1,500 properties affected by public projects including: transportation, heavy / light / high-speed rail, gas transmission, electric transmission, water, and levees. He also has extensive appraisal review experience serving as an expert witness in multiple Counties; has been deposed; and testified at trial. Steve is an active speaker on topics related to right of way acquisition and land valuation. He is an at-large member of the IRWA International Transportation Committee.

Past Relevant Experience

California High-Speed Rail Authority

California High-Speed Rail Project (Merced County to Kings County). Mr. Parent was the appraisal manager leading efforts to appraise several hundred parcels required for the construction of the initial rail segment through the Central Valley. He was responsible for the delivery of the appraisal documents, quality reviews, management of 70+ employees and subconsultants, and coordination of activities with the acquisition teams. The valuation team delivered over 1,000 appraisal work products for approximately 350 unique properties.

Sacramento Area Flood Control Agency (SAFCA)

Various Projects. As the Appraisal Manager, Steve is currently providing appraisal review services on properties affected by the Sacramento East River Levee Improvement Project.

West Sacramento Area Flood Control Agency (WSAFCA)

Various Projects. As the Appraisal Manager, Steve appraised 5+ properties for acquisition purposes that were affected by WSAFCA levee improvement projects.

San Diego Association of Governments (SANDAG)
Mid-Coast Corridor Rail Project. Served as Appraisal Manager for over 100 appraisal and appraisal review assignments in support of the extension of the existing San Diego Trolley from north of the Old Town Transit Center to the University of California San Diego campus in University City. Some properties had severance damages that were offset by benefits given the close proximity to light rail stations in the after condition. Some of the property larger parcel valuations were in excess of $100 million. Discounted cash flow analysis techniques using Argus were used to value some of the properties.

North County Transit District
Various Public Acquisitions. Steve was the appraisal manager and client relationship manager responsible for all appraisal deliverables for 10 commercial and industrial use parcels.

City of Santa Ana On-Call Appraisals
Various Projects. Managed appraisal assignments in support of several City transportation projects that affected income producing properties.

Riverside County Transportation Commission (RCTC)
Mid-County Parkway Project. Managed appraisal and appraisal review assignments in support of RCTC's Mid-County Parkway Project, a 14-mile highway proposed in Riverside County.

Nevada Irrigation District (NID)
Banner Cascade and Cement Hill Pipeline Projects. As the Appraisal Manager, Steve led a team of appraisers to appraise several hundred properties along these proposed pipeline routes.

Metropolitan Water District (MWD)
Various Projects. As the Appraisal and Client Relationship Manager, Steve appraised 5+ properties within MWD's vast service territory.

Eastern Municipal Water District (EMWD)
Various Projects. As the Appraisal and Client Relationship Manager, Steve appraised 10+ properties that were under evaluation for potential purchase for use in conjunction with proposed facilities within EMWD's service territory.

West Basin Municipal Water District (WBMWD)
Various Projects. As the Appraisal Manager, Steve appraised two complex coastal properties that were under evaluation for redevelopment use as a desalination facility.

Southern California Gas
PSEP Program, Land and Right of Way Department. As the Appraisal Manager, Steve appraised properties throughout SoCalGas' 20,000 square mile service territory that spans from the Central Valley to the US / Mexico border. His responsibilities involved partial acquisitions seeking permanent utility easements, temporary access and construction easements.

Specific Expertise

Speaking Engagements: Mr. Parent has spoken on a variety of valuation and right of way related topics at numerous IRWA chapter events throughout California and presented at the IRWA International Conference in Nashville, TN. He has also spoken at numerous Appraisal Institute Chapter events throughout California.

OPC
Enhancing Lives through Infrastructure

Linwood A. "Skip" Carleton, Jr., PLS
Land Surveying Manager

Education:
- Coursework, University of Miami School of Engineering

License(s):
- Professional Land Surveyor, California, No. 6594
- Professional Land Surveyor in New Mexico, Arizona, Nevada, and Texas

Years of Experience:
Initial Year in Industry: 1973
Initial Year with OPC: 2017

Overview

As the Right of Way Engineering/Land Surveying Manager, Mr. Carleton brings with him more than 40 years of experience in the surveying field. Mr. Carleton's experience includes work with transportation agencies, municipalities, development clients, and energy companies. Mr. Carleton has served as a Program Manager for several Transportation/Transit projects throughout all of California including as the lead manager for multiple Caltrans District projects. Mr. Carleton served as a Northern California Regional Survey Manager responsible for several transportation/transit related projects in the Merced/Santa Clara/Stanislaus areas. Mr. Carleton has provided local agencies/municipalities land surveying and right of way engineering support services in the Southern and Central California regions. His expertise includes land surveying program management, property boundary retracement, complex title analysis, field surveying practices, and the Authority right of way engineering standards.

Project Examples

City of Bakersfield

Centennial Corridor Improvement Project. The City of Bakersfield, in cooperation with Caltrans, is proposing to build a new east-west transportation corridor for State Route 58, providing a continuous alignment from State Route 99 to Interstate 5. As a Project Manager, responsible for comprehensive engineering design survey services to Caltrans specifications, including: survey monument search and recovery, control verification, supplemental control, 3D laser scanning, topographic surveying and mapping, and 3D modeling. Responsible for preparation of R/W engineering mapping deliverables, and R/W engineering staking necessary to support the design of this project. Efforts included approximately 10 square miles of field surveying efforts within 3 Caltrans owned freeways, management of multiple field crews, daily interface with the City of Bakersfield, and complex mineral rights analysis. ***Bakersfield/TRIP, 24th Street Improvements (Former SR 178), Bakersfield, CA.*** The Thomas Roads Improvement Program or "TRIP" includes a series of improvement projects deemed necessary to update aging infrastructure in areas stressed by years of rapid population growth, interregional travel, and freight movement. As part of the program's collaborative effort between the City of Bakersfield, Kern County, and Caltrans, the Bakersfield 24th Street Improvement Project will significantly enhance some of the City's major arterial roads. Responsible for the engineering design survey and ROW mapping for the project to Caltrans specifications, as well as providing other survey services. He is responsible for all Right of Way Engineering/Land Surveying necessary for the project.

San Bernardino County Transportation Authority (SBCTA)

Miscellaneous Title/Right of Way Engineering Services. As part of their long-term property management plan, SBCTA required multiple corrections in title/ownership to their railroad track and stations in the Cities of Rancho Cucamonga, Upland, Montclair, San Bernardino, and Ontario, CA. Responsible for the management of all right of way engineering/field surveying and boundary retracement for multiple station properties, and analysis of all deeds/title within the project location. Tasks included preparation of as necessary legal descriptions, plat maps, exhibits, deed documents for approximately 30 deeds to correct erroneous title issues.

Transportation Corridor Agency (TCA)

Oso Parkway Improvement Project. In cooperation with Caltrans and the County of Orange, CA, TCA intends to install a diamond interchange at the Oso Parkway/State Route 241 intersection to support the Los Patrones Retail/Shopping Center. As the Right of Way Engineering Manager, responsible for the coordination with multiple surveying firms to facilitate Caltrans approval of all right of way engineering documents and right of way Certification to build the proposed interchange. ***Miscellaneous Title/Right of Way Engineering Services.*** As part of their long-term property management plan, TCA has been in the process of disposition of several properties in the Foothill/Eastern Transportation Corridor, specifically within the Silverado/Mesa Conservation Easement limits. Responsible for preparation of as necessary legal descriptions, plat maps, exhibits, deed documents, and field surveying coordination services in multiple locations.

Past Relevant Experience

Los Angeles County Waterworks District, Lancaster

Phase II, Avenue K Water Transmission Main: OPC was retained by the Los Angeles County Waterworks District to provide engineering and survey services. As the Survey Manager for the project, provided detailed topographic survey mapping for 1.5 miles of the six-lane boulevard, rendered in AutoCAD, exhibiting lane striping, all improvements, and one-foot contours.

City of Santa Monica

On-Call Land Surveying Services Contract. As Survey Manager, led the effort and provided a wide variety of professional land surveying services to the City on an as-needed basis – including ALTA surveys, topographic mapping, and expert consultation with the city attorney's staff.

Glendale Department of Water and Power (GWP)

Adams Hill Water Main Replacement-Survey Services, Glendale, CA

GWP intended to replace an existing 4-inch deteriorated cast-iron water main system with approximately 7,760 linear feet of new 6- and 8-inch ductile-iron water mains in the vicinity of Adams Hill, Glendale, California. Mr. Carleton was responsible for all survey services, including establishing control and topographic surveying, necessary for GWP's Water Design Division to complete the replacement design.

Santa Monica College

Miscellaneous Land Surveying Services, Santa Monica, CA

As part of the annual capital improvement program required for the five campuses throughout the City, Santa Monica College utilized Mr. Carleton's management services to facilitate all land surveying and right of way engineering needs including design and topographical surveying, construction staking, and boundary analysis/retracement services.

Specific Expertise

Cannon, Regional Survey Manager, 2009 – 2017; Nolte, Survey Director, 2008 – 2009; David Evans, VP and Regional Survey Mgr. 2004-2008; URS, Regional Field Survey Mgr. 1998 – 2004; Alhambra Land Surveyors, VP and Survey Mgr. 1993 – 1998; Community Sciences Corporation, Field Surveyor 1978 – 1990.

Nivrita Chandra
Senior Agent

Education:
- Associate of Science, Nursing, Chabot College
- Certification, Micro Computer Operations, Alameda Technical College

License(s)
- Real Estate Broker, California, #01471543

Years of Experience:
Initial Year in Industry: 2003
Initial Year with OPC: 2016

Overview

Ms. Chandra has over 15 years of experience in real estate. As a Senior Agent, she provides acquisition and relocation assistance for public agency projects. She is knowledgeable of both federal and state regulations relating to relocation assistance and benefits. Her experience includes real estate management, budget administration, leasing, contract/lease negotiation, and property management. Proficient in the reading, writing, and speaking of English and Hindi, she is able to effectively communicate with OPC's diverse client base, as well as complete document translations, as needed.

Project Examples

Transportation Agency for Monterey County (TAMC)
Commuter Rail Extension. Commuter Rail Extension project subject to Federal Transit Administration (FTA) and Caltrans oversight. Serving as acquisition and relocation agent.

Santa Clara Valley Municipal Water District
Upper Llagas Creek Flood Protection Project. There are approximately 115 parcels affected by this project. Acquisitions include a full fee take, partial fee takes and temporary construction easements. As an acquisition and relocation agent for the project, assisted with full and partial fee acquisitions from agricultural and commercial property owners. Assisted in relocation of commercial and residential displacees.

Sacramento Suburban Water District
Easement Valuation Analysis. Provided real estate cost estimation for ongoing assignment to value of 12 waterline easements on commercial, residential, and vacant properties.

Union Sanitary District (USD)
Alvarado Expansion Project. Part of the design team that developed real estate acquisition alternatives analysis, strategy, and risk assessment. Assisted in the development of the acquisition cost estimate, schedule, and, scope. Assisted in the development of a RAMP to provide USD with a road map for the required real estate program for the project. Performed pre-acquisitions outreach to 14 property owners including property types of industrial manufacturing facilities, truck yards, and residential dwellings.

Past Relevant Experience

Property Manager/Assistant
Robert Half, SAHA Homes, 2015
Provided daily tenant interaction, handled confidential documents, processed tenant concerns and complaints. Prepared maintenance work orders and assisted with unit leasing, move-in and move-out processes. Also assisted monthly rent collection and new rental deposit process.

Leasing Broker
Real Property Management, 2014 – 2015
Led the sales team, monitored market conditions, controlled budget, and generated and assisted in retaining of new residents. Provided oversight of expense approval, A/R, and individual property cash flow analysis. Consistently ensured compliance with legislation and regulatory agencies including Fair Housing and HUD.

California Real Estate Broker
Temps Plus, 2012 – 2014
Supported the onsite new homes sales team with daily duties, addressing concerns of home buyers, and improving the customer experience through on-going follow-up and management.

Specific Expertise

IRWA Courses:
501 - Residential Relocation

Software:
MS Office Suite, Salesforce, AppFolio, Propertyware, Yadi

Coursework/Certifications:
Five Star Short Sale Certified
REO Boss Training for Prospect Mortgage
Special Financing Services
Distressed Property Certified
Equator, ReoSource, Resent, and REO Certified
Optionetics Option Trading Courses

OPC
Enhancing Lives through Infrastructure

Debbie Morgan
Project Coordinator

Education:
- Bachelor of Science in Home Economics in Business, with a Minor in Business, University of Wisconsin-Stout, Menomonie, WI
- Postgraduate: Escrow I, Escrow II, Real Estate Practices, Computer Concepts

Years of Experience:
Initial Year in Industry: 1986
Initial Year with OPC: 1995

Overview

Ms. Morgan is responsible for the internal escrow processing of real property acquisitions for all of OPC projects in the Sacramento office. With previous Escrow Officer experience, Ms. Morgan interfaces with property owners, explains documents and the escrow process. She is responsible for acquisition project document preparation (rights of entry, offer letters, deeds, agreements, forms, etc.), appraisal review, title, and escrow coordination, assists in resolving title issues, litigation support, relocation support, project control, parcel management, contract management, and all project reports. She also provides title/escrow services, relocation assistance, and project management support to other OPC offices.

Project Examples

City of Napa
Big Ranch Road Widening Project. Prepared Notices, offer letters, agreements and easement deeds, parcel management/reports. Reviewed appraisals, preliminary title reports, resolved title issues, and coordinated closing of escrows.

Sacramento Area Flood Control Agency
Elder Creek Property Acquisition Project. Responsible for preparation of notice of decision to appraise documents, parcel management/maintaining acquisition status reports. Ordered and provided title coordination for all ordering-distribution to all parties-maintaining status of preliminary reports for project. ***Florin Creek Flood Control Project, Phase I***. Responsible for preparation of all offer letter/agreement documents, escrow services/title coordination, ordering-distribution of preliminary reports, and parcel management for the project for the acquisition of easement interests. ***Sierra Northern Railroad Woodland Branch Project.***

Trinity County
Ruth/Zenia Road 502 Reconstruction Project. Preparation of NDA's, offer letters and right of way documents, appraisal review, parcel management/project reports, escrow services/title coordination for 4 permanent easements and temporary construction easements acquisitions.

Solano County
Cordelia Hills Sky Valley Open Space and Pedestrian Bike Path Project. Preparation of offer letter and documents for owner's signatures, review of appraisal, parcel management/project reports, coordinate title and escrow services for full fee simple interest in 148-acre parcel with improvements. ***Stevenson Road Bridge at Putah Creek Improvement Project.*** Preparation of NDA's, document preparation, parcel management/status reports, review of legal descriptions and plat maps, and title coordination for 3 permanent easement and temporary construction easement acquisitions.

City of Rohnert Park
Crane Creek Trail Project. Title coordination for fee simple acquisition involving remnant rural parcel. Prepare correspondence to property owners, document preparation and parcel management.

Amador Water Agency
Raw Water Small Diameter Pipeline Project. Prepared all offer letters and right of way documents for permanent pipeline easements, reviewed project appraisals, resolve title issues, parcel management/reports for approximately 100 parcels.

City of Bakersfield
Centennial Corridor Improvement Project. Assisted with the document preparation of Notices, prepare and finalize Offer Letters and documents to property owners. Provided referral site searches for relocation of occupants. ***24th Street Improvement Project.*** Assisted in preparing Notices, prepare and finalize Offer Letter and documents to property owners. for the Project.

California High Speed Rail
Right of Way Services (Fresno to Bakersfield) Project. Provided referral site searches for commercial and residential property owners being displaced.

Tehama County
Reeds Creek at Pine Creek Bridge Project. Prepared Notice of Decision to Appraise letters, offer letters, agreements and easement deeds, parcel management/reports. Reviewed appraisals, preliminary title reports, resolved title issues, and coordinated closing of escrows. ***Evergreen Road Bridge Improvement Project.*** Prepared Notice of Decision to Appraise letters, document preparation, reviewed appraisals and preliminary title reports, parcel management/reports for 5 permanent and temporary construction easement acquisitions on residential properties.

Calaveras County
Stagecoach Road Bridge Improvement Project. Prepared Notice of Decision to Appraise letters, offer letters, agreements and easement deeds, parcel management/reports. Reviewed appraisals, preliminary title reports, resolved title issues and coordinated closing of escrows for permanent and temporary construction easements acquisitions. ***Hogan Dam Road Bridge Improvement Project and Single Tree Drive over Little Johns Creek Improvement Project.*** Prepared Notice of Decision to Appraise letters, offer letters, RW documents, reviewed appraisals and legal descriptions, preliminary title reports and coordinated closing of escrows for rural homesite acquisitions of permanent easements and temporary constructions easements. ***Schaad Road Bridge Improvement Project.*** Acquired a permanent easement and a temporary construction easement on commercial property for the replacement of an existing bridge crossing the creek. Prepared Notice of Decision to Appraise letter, offer letter, RW documents, reviewed appraisal and legal descriptions, preliminary title reports and coordinated closing of escrow.

Santa Clara Valley Municipal Water District
Llagas Creek Project, Phase I and II. Document preparation of agreements and deeds, provided title support to managers and agents, prepared Notice of Decision to Appraise letters, reviewed appraisals, title reports, and resolved title issues. Prepared project reports for acquisition of 100+ parcels.

Transportation Agency of Monterey County (TAMC)
Salinas Rail Extension Project. Provide assistance with title clearance, lienholder contacts and coordinate the closing of escrows. Provided referral site searches for relocation of tenants.

Specific Expertise

In-House Courses: Uniform Act Revisions, Relocation Training, Revisions to Federal Regulations, Implementing the Uniform Act

November 20, 2019
NVTA Agenda Item 10.4
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck, Principal Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Approval of the Electric Vehicle (EV) Fleet Program Terms and Conditions Contract with Pacific Gas and Electric and Authorize the Executive Director to Execute and Take all Actions Necessary to Grant Easement Deeds to Pacific Gas and Electric (PG&E) on Parcels 057-250-036-000 and 057-250-025-000

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board (1) approve the Electric Vehicle (EV) Fleet Program Terms and Conditions (Attachment 1) and (2) authorize the Executive Director to execute and take all actions necessary to grant Easement Deeds Pacific Gas and Electric for parcels 057-250-025-000 and 057-250-036-000 (Attachment 2).

OTHER OPTIONS FOR CONSIDERATION

Should the Board decide not to participate in the EV Fleet Program, NVTA would need to fund the total cost of infrastructure necessary to charge electric vehicles on the NVTA owned parcels without PG&E's financial assistance. If NVTA does not participate in the program, there is no need to grant an easement to PG&E at this time.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA owns parcels 057-250-025-000 and 057-250-036-000 and is planning to build the Vine Transit Bus Maintenance Facility on these parcels. NVTA is also in the process of purchasing its first five electric vehicles and plans to purchase additional electric vehicles in the future as required by the California Air Resources Board. The cost of the electrical

infrastructure to charge these buses is significant, PG&E recognizes this, and created the EV Fleet Ready Program to make is easier and more cost-effective to install the necessary charging infrastructure.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, NVTA will receive at rebate from PG&E of a maximum of $408,000 for up to 12 vehicles and chargers over five (5) years.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Participation in the EV Fleet Program will help to offset NVTA's costs for the electric infrastructure needed to charge electric buses. The California Air Resource Board reports that electric buses will reduce the energy consumption.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action includes construction of the electric infrastructure which was included in the Final Environmental Impact Report and the Categorical Exclusion Determination for the Vine Bus Maintenance Facility

BACKGROUND AND DISCUSSION

In September of 2016, NVTA purchased two parcels (057-250-036-000 and 057-250-025-000) in the Napa Valley Gateway Business Park to build the Vine Transit Maintenance Facility. The maintenance facility is now 100% designed and NVTA is completing its funding package in order to begin construction. NVTA's consultants designed the maintenance facility to accommodate NVTA's first five (5) BYD 30 ft. electric buses and allow for the electrification of NVTA's entire fleet over time.

NVTA is moving towards an all-electric fleet in part because the California Air Resource Board (CARB) established a statewide goal for public transit agencies to transition to 100 percent zero-emission bus fleets by 2040. CARB designated NVTA as a small transit agency and NVTA must begin purchasing zero emission buses in 2026 at a rate of 25% of new purchases. The percentage increases to 100% of new purchases in 2029.

As the same time, Clean Energy and Pollution Reduction Act (SB350) of 2015 directed the California Public Utilities Commission (CPUC) to decrease greenhouse gas emissions from the transportation sector. One way the CPUC is meeting the goals of the bill is through transportation electrification projects like the PG&E EV Fleet Ready Program. The EV Fleet ready program provides an incentive to offset the infrastructure costs. PG&E invited NVTA to participate in this program. NVTA qualified for total of up to $408,000 to cover the cost of NVTA owned electric charging infrastructure. One of the requirements of this program is that NVTA grant PG&E an easement across NVTA's parcels. The details of this standard PG&E easement are included as Attachment 2. This rebate will help offset NVTA's additional costs associated with fleet electrification.

The easement has been reviewed by legal counsel and is consistent with Government Code section 25526.6 related to counties granting easements. This code section allows for the grant of an easement without following the typical notice and procedure requirements given (1) that the conveyance is in the public interest, and (2) the grant of the easement will not substantially conflict or interfere with NVTA's use of the property.

SUPPORTING DOCUMENTS

Attachments: (1) EV Fleet Program Terms and Conditions ("Contract")
(2) Pacific Gas and Electric Company Easement Deed

November 4, 2019

Napa Valley Transportation Authority (Vine)
Attn: Rebecca Schenk
101 and 96 Sheehy Court
Napa, CA 94559

Dear Rebecca Schenck,

Congratulations! We are pleased to extend **Napa Valley Transportation Authority (Vine)** an invitation to join PG&E's EV Fleet Electrification program. Upon your completion of the action items below, we will move your project into the design phase and begin the engineering, design and construction plans for **101 and 96 Sheehy Court, Napa, CA 94559**. Please note, future changes to the project scope may change your eligibility for the program.

Included in this contract are the following items:

- Offer description
  - Rebate and/or incentive description
  - Preliminary design
- EV Fleet Program Terms and Conditions ("Contract")
- Appendix: PG&E EV Fleet Program Participant Data Reporting Requirements

Immediate action items:

- **Sign and return Contract**
- **Provide purchase order (as defined, below) for vehicles**

By signing this Contract, I hereby confirm my participation in PG&E's Fleet Electrification program and acknowledge that:

- I agree to the minimum number of charging ports and charger location specified in the attached preliminary design;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as my project moves forward;
- If I withdraw from the program prior to the site being activated, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a comprehensive design site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel my participation in the program;
- If I do not submit required documentation (signed easement; etc.) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist my application and/or cancel my participation in the program; and
- My EV Charger meets the Safety Checklist requirements and has networking protocols. I agree to ensure that EVSE network connectivity is in good condition for least five years from the date of activation.

Offer Description

After careful consideration of the project costs and scope of work, PG&E has determined you are eligible for the **make-ready incentive option**. PG&E will design, construct, own and maintain EV supply infrastructure to the meter only. **Napa Valley Transportation Authority (Vine) will** design, build, own, operate, and maintain

the behind the meter make-ready infrastructure, hereafter referred to as customer-owned make-ready infrastructure. PG&E provides an incentive that is equal to the lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described below, on a per vehicle basis.

Along with the make-ready incentive option, you are eligible for a rebate of up to **$108,000**. Below is a summary of the qualified allowance under the make-ready incentive:

EV Supply Infrastructure Incentive Applies to Site Hosts who pay for, own, and maintain EV Supply Infrastructure.		
Vehicle type	**Incentive**	**# of vehicles**
Transit bus or Class 8 vehicle	$9k per vehicle	**12 Transit Buses (Public Use)**
Transportation refrigeration units, truck stop electrification, ground support equipment & forklifts	$3k per vehicle	0
School buses, local delivery trucks, and other vehicles	$4k per vehicle	0
Vehicle type (Total)	**Incentive (Total)**	
Total	Lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described above, on a per vehicle basis	**12 Transit Buses x $9,000 Incentive per vehicle = $108,000 for the whole offer**

Please note, in all instances, you will be responsible for procuring and installing all charging stations. PG&E will not own and maintain any facilities installed by the customer and those facilities will be the responsibility of the customer.

EV Charger Rebate

You also qualify for a rebate of up to ***$*300,000** capped at 50% of the purchase cost, for qualified EV Supply Equipment (EVSE or "EV Charger") for your fleet.

EVSE rebate Applies to transit buses, school buses, or Premises in a Disadvantaged Community.		
Power output	**Rebate**	**# of EVSE**
Up to 50kW	50% of the cost of EVSE, up to $15,000 per EVSE	0
51kW to up to 150kW	**50% of the cost of EVSE, up to $25,000 per EVSE**	**12 Chargers**
150+ kW	50% of the cost of EVSE, up to $42,000 per EVSE	0
Power output (Total)	**Rebate (Total)**	**Max Allowance (Total)**
Up to 50kW	50% of cost, up to allowance	$0.00
51kW to up to 150kW	**50% of cost, up to allowance**	**12 of Vehicles x $25,000 = $300,000 for the whole offer**
150+ kW	50% of cost, up to allowance	$0.00

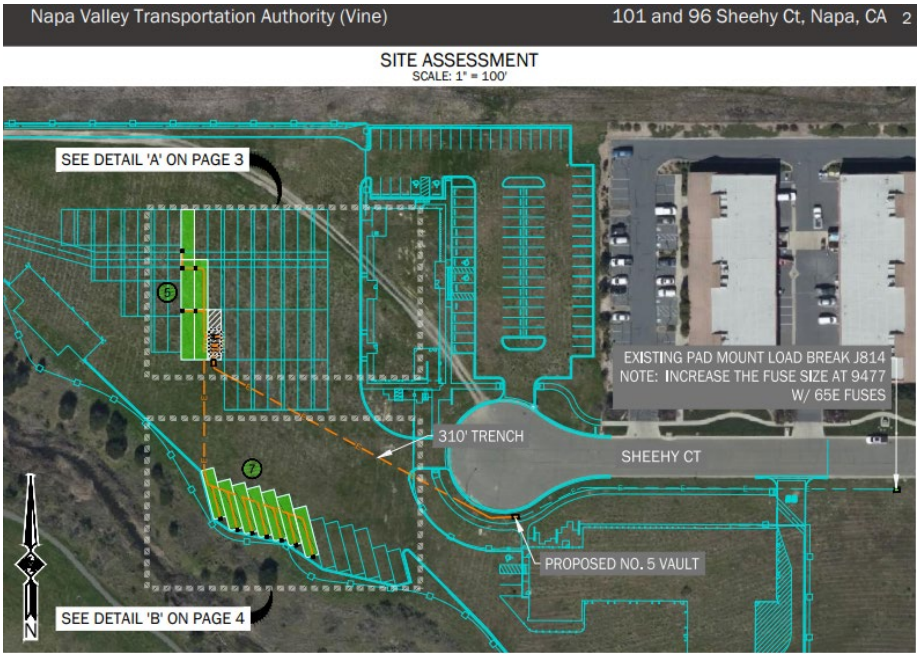
***As a reminder, to participate in the EV Fleet program, your EV Charger at a minimum must meet our Safety Checklist requirements. In addition, to qualify for the above rebate, the EV Charger must at least meet the following network communications requirements:**

- Electric Vehicle Supply Equipment (EVSE) SHALL have metering capability through an internal device and SHALL be able to measure power and usage parameters to enable reporting of the metrics in the Contractor Requirement section.
- After loss of power, provided the EVSE connector to vehicle has not been removed, the EVSE SHALL return to its post-configuration state (i.e., SHALL persist communication and registration

configurations. This does not include continuing user sessions when authorization is required to start a session).

- EVSE SHALL provide a reset option, which returns the device to its pre-charge state (e.g., card or message- not user accessible).

Preliminary Design



Next Step:

Please note that you will need to provide a purchase order (PO) for a minimum of 2 vehicles for the Contract to be counter-signed by PG&E. A PO is any documentation of clear intent to procure and deploy vehicles, e.g. budget approval, grant agreement, request for proposal results, governance-body mandated procurement and deployment etc., in lieu of an actual purchase order provided by a seller.

We respectfully request that you return your signed contract as soon as possible. After we receive your signed contract, I will introduce you to your Project Manager, who will lead you through the design and construction process for your site.

Thank you for your participation in this exciting program! You're taking an important step to support California's ambitious climate and air quality goals, and we appreciate that you've elected to work with PG&E to electrify your fleet.

Please contact me if you have any questions.

Regards,

Dean Kunesh | Electric Vehicle Onboarding
Pacific Gas and Electric Company
415.238.9934 cell | Dean.Kunesh@pge.com
EVfleet

EV Fleet Program Terms and Conditions ("Contract")

Definitions

As used in this Contract, the following terms have the following meanings:

Disadvantaged Community: Census tracts in PG&E's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0, or current version.

EV Service Connection: Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system. Also referred to as "To The Meter" (TTM) infrastructure.

EV Supply Infrastructure: Infrastructure from the meter ("but not including the meter") to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space. Also referred to as "Behind The Meter" (BTM) infrastructure.

Electric Vehicle Supply Equipment (EVSE): Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

EVSE Package: EVSE hardware, software, and network services.

EV Service Provider (EVSP): A company that provides EV charging solutions to Site Host, including but not limited to network services, billing, and customer support.

Operation and Maintenance (O&M): O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

Premises: Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

Rate Plan: The PG&E electric rate that Site Host pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at www.pge.com/tariffs.

Site Host: The entity participating in the EV Fleet Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for PG&E. Site Host will receive the bill for the energy delivered to the EVSE Package.

Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or "CPUC", Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the "Term") will commence on the date Site Host's EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Site Host in writing when the EVSE Package becomes operational.

Ownership: Site Host has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled "Site Host Owned EV Supply Infrastructure" or "PG&E Owned EV Supply Infrastructure" will apply depending on the ownership option a Site Host selects. Site Host should indicate their ownership option in Exhibit A. All other terms are common to both ownership options.

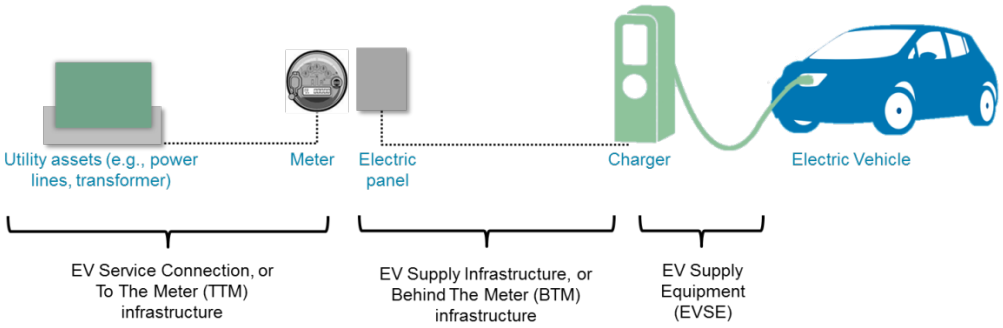
EV Service Connection: PG&E always constructs, owns, operates, and maintains the EV Service Connection.

EV Supply Infrastructure: Site Host has two options for EV Supply Infrastructure ownership;

1. PG&E owned: PG&E constructs, owns and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. Site Host owned: Site Host is responsible for construction and maintenance of EV Supply Infrastructure, and receives an incentive in accordance with CPUC requirements.

EV Supply Equipment (EVSE): Site Host always installs, owns, operates, and maintains the EVSE.

High level EV infrastructure configuration and terminology



Selection of EVSE Package: Upon approval of application by PG&E, Site Host shall select and procure one EVSE Package from the PG&E approved list of qualified vendors. PG&E will share qualified vendor list with Site Host. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by PG&E. Site Host acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Site Host may use an EVSE Package that is not on the approved list of qualified vendors. If EVSE Package is not on the approved list of qualified vendors, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. Site Host agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

EVSE Rebate: Site Host may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Site Host provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational.

Additional Services from EVSP: Separate and apart from the application and PG&E's obligations under the EV Fleet Program, the EVSP selected by Site Host may offer and contract directly with the Site Host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional

EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

EV Drivers Right to Access: Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Fleet Program, Site Host decides whether to make the EVSE available to other 3rd parties.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

Easement Requirement: An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Site Host property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Site Host application is evaluated, and will communicate that to Site Host. If Site Host does not wish to grant an easement for one or more Premises, Site Host or PG&E may remove those Premises from the EV Fleet program. If Site Host accepts easement requirement, Site Host agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Site Host, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Site Host agrees to have its Board consider the approval of the grant of an easement to PG&E within 60 days of receipt. If the Site Host does not take action within 60 days, PG&E reserves the right to rescind Site Host's participation in the EV Fleet Program. Upon termination of the Contract, PG&E shall upon written demand therefor execute and deliver to Site Host a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Site Host expense.

EVSE O&M: The Site Host is required to maintain the EVSE for the Term. Site Host will pay all O&M costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises. Site Host will immediately shut down chargers if there is a safety issue.

Billing: Site Host will be the PG&E customer of record and will be served according to the applicable Rate Plan. As the customer of record, Site Host will be responsible for paying the PG&E bill.

Compensation: Under no conditions shall Site Host or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

Changing Rate Plan: Site Host may change Rate Plan during the Term, but must remain on a retail PG&E rate for the duration of the Term. If Site Host switches to a non-retail PG&E rate during the Term, Site Host shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

Reliability: PG&E does not guarantee uninterrupted service. Site Host may pursue options to ensure that any impact to Site Host operations from potential loss of power is sufficiently mitigated. Site Host is responsible for the cost of any supplemental solutions to improve reliability.

Expansion of EVSE Installation: Site Host may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Site Host must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Site Host's expense and its liability.

EVSE Replacement: Site Host may replace their EVSE during the Term. Site Host must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for program. If adequate infrastructure does not exist, Site Host must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Site Host's expense and its liability.

Vehicle Purchase Plans: PG&E will work with Site Host to understand its fleet electrification plans, and may install infrastructure to support future vehicle purchases. In Exhibit A, Site Host will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Site Host is operating these vehicles and associated charging in accordance with its plan. If Site Host is not operating vehicles consistent with its plan, at PG&E discretion Site Host may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E projected and final costs associated with this. If Site Host wishes to change its plan, Site Host must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Site Host.

Project Scope: Site Host acknowledges that:

- Site Host agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Site Host project moves forward;
- If Site Host withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Site Host participation in the program; and
- If Site Host does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Site Host application and/or cancel participation in the program.

External Funding Sources: Site Host understands that the total infrastructure and EVSE rebate and incentive amounts the Site Host receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or otherwise, cannot exceed Site Host's total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Site Host agrees to keep records of all infrastructure and EVSE incentives and rebates received for Site Host's EV Fleet project. Site Host understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or other, of the violation, including the name of the Site Host, a description of the project, and details regarding the excessive rebates and incentives.

Site Host Owned EV Supply Infrastructure Section

EV Supply Infrastructure Incentive: Site Host qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Site Host provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

Installation of EV Service Connection: PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Site Host's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads, so that PG&E can provide the associated EV Service Connection design. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. After the EVSE is operational, Site Host may request a copy of "as built" designs, which will be provided by PG&E.

Installation of EV Supply Infrastructure: The Site Host and/or its contractors shall construct the EV Supply Infrastructure and EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements; including PG&E requirements found at www.pge.com/greenbook. The Site Host is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE Package, and (iii) installation of the EVSE. After the EVSE is operational, Site Host receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

EV Supply Infrastructure O&M: If Site Host owns the EV Supply Infrastructure, Site Host is responsible for O&M of the EV Supply Infrastructure for the Term. Site Host will pay all O&M costs associated with the EV Supply Infrastructure. Site Host shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host's property or operations.

End of Term: At the end of the Term, the Site Host will have the following options;

1. Continue operating EVSE and EV Supply Infrastructure
    - Site Host has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
    - If an easement was required for installation, easement remains in place.
    - PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE and EV Supply Infrastructure
    - Remove the EVSE and/or EV Supply Infrastructure at Site Host's cost and expense.
    - If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
    - PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.

PG&E Owned EV Supply Infrastructure Section

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws

and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Site Host approval of the preliminary design, PG&E will coordinate with the Site Host if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E prior to any installation activities. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Site Host within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Site Host is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Site Host understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Site Host may request a copy of "as built" designs, which will be provided by PG&E.

EV Supply Infrastructure O&M: If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Site Host shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Supply Infrastructure and EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Supply Infrastructure or EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host's property or operations.

End of Term: At the end of the Term, the Site Host will have the following options;

1. Continue operating EVSE
    - Site Host has continued responsibility for O&M of EVSE.
    - If an easement was required for installation, easement remains in place.
    - PG&E continues to own EV Service Connection and EV Supply Infrastructure, and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE
    - Remove the EVSE at Site Host's cost and expense
    - If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
    - PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.

General Terms

Permission to Use Data: Site Host agrees to allow PG&E, its agents and representatives to use data gathered as part of the EV Fleet Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations: Site Host understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed

EV Fleet Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant an easement (if needed).

Changes: PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the Program subject to section "Site Host Removal or Termination" below.

Compliance with Laws: All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Fleet Program and/or Site Host's interactions with customers in connection with the EV Fleet Program.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Site Host reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Site Host or PG&E, whether intentional or unintentional.

Relocations: Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Fleet Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Site Host shall either amend the easement to include the legal description of the new location or enter into a new easement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Site Host's participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E's ratepayers.

Site Host Removal or Termination: Should Site Host request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Site Host shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E projected and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total $100k and Site Host leaves after 1 year it is responsible for $90k). If the Site Host wishes to assign its rights and obligations of this Contract to a new Site Host prior to the expiration of the Term, the new Site Host may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

Indemnification: Site Host shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; (ii) injury to property or other interests of PG&E, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Site Host shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Site Host shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Site Host's physical site. PG&E agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site.

Insurance Requirements: While PG&E or its vendor/subcontractor is constructing the EV Service Connection and EV Supply Infrastructure, and only as to those areas that PG&E or its vendor(s)/subcontractor(s) have control of the premises for that work, (PG&E Construction Phase), PG&E shall indemnify, hold harmless and defend Site Host, its agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability which arise from any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; or (ii) injury to property or other interests of PG&E, Site Host, or any third party; arising from PG&E's or its vendor/subcontractor's negligence or willful misconduct to the extent permitted by law.

Other than items covered by the PG&E Construction Phase, Site Host shall indemnify, hold harmless and defend PG&E and its employees from and against all claims, demands, losses, damages, costs, expenses, and liability which arise from any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; or (ii) injury to property or other interests of PG&E, Site Host, or any third party; arising from Site Host's negligence or willful misconduct to the extent permitted by law.

PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Site Host's physical site. PG&E agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site.

A. Personal Liability

1. The limit shall not be less than One Million Dollars ($1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Site Host performs Work.
2. Employers' Liability insurance shall not be less than $1,000,000 for injury or death in each accident.

C. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than $1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Site Host. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Site Host are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Site Host's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Site Host shall have all insurance in place before beginning any Work. Upon request, Site Host shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date
3. PG&E may inspect the original policies in Section A or B or require copies, at any time. Site Host/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Site Host's liability under this Contract.
5. Upon request, Site Host shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Site Host.

Casualty: If all or any portion of the EVSE on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any such occurrence, a "***Casualty***"), Site Host shall have the right to terminate this Contract by written notice to PG&E in which event this Contract shall terminate on the date that is 10

days after the date of Site Host's termination notice and PG&E may elect to remove or replace the EVSE from the Premises. In the event of any Casualty which materially and adversely affects the operation of the EVSE, PG&E shall have the right to terminate this Contract by written notice to Site Host within 14 days after the Casualty, in which event this Contract shall terminate on the date that is 10 days after the date of PG&E's termination notice and PG&E may elect to remove or replace the EVSE from the Premises.

Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Contract render PG&E and Site Host liable as partners, co-venturers or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Site Host shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.

Survival: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Notice: Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company
Attn: EV Fleet Program Manager
77 Beale St
San Francisco, CA 94105
Email Address: EVChargeNetwork@pge.com

If to Site Host:

_____(Company Name)
_____(Street Address)
_____ (City, zip)
_____ (Name)

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

_____
Company Name

PACIFIC GAS AND ELECTRIC COMPANY

Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

EXHIBIT A

PROJECT SCOPE

Summary (Year 1 = year contract signed)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
# of vehicles	**0**	**7**	**2**	**2**	**1**	**12**
Anticipated load (kW)		**120 kW**	**120 kW**	**120 kW**	**120 kW**	
# and type of vehicle		**7 Transit Buses**	**2 Transit Bus**	**2 Transit Bus**	**1 Transit Bus**	**12 Transit Buses**
# and type of chargers to support vehicles		**7 @ 62.5 kW**	**2 @ 62.5 kW**	**2 @ 62.5 kW**	**1 @ 62.5 kW**	**750 kW**

Distribution and EV Charging Easement (Rev.10/17)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office

ADDRESS

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# EASEMENT DEED

NAME OF GRANTOR (SITE HOST),

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the *(* PG&E INSERT CITY/TOWN*)* County of _____, State of California, described as follows:

(APN _____)

(PG&E INSERTS LAND DESCRIPTION)

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electric vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip(s) of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing Number (PG&E INSERTS DRAWING NUMBER)_____ attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip(s) of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

In the event upon termination of the electric vehicle charging station contract as set forth in said terms and conditions, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Grantor's expense.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

In exercising its easement rights hereunder, Grantee shall not unreasonably interfere with, disrupt, or materially adversely affect Grantor's business operations or access rights at the property owned by Grantor.

Dated: _____, _____.

_____
Name of Grantor

_____
Name of Grantor

Attach to LD
The Area and Division:

Land Service Office:
Operating Department:
USGS location (MERIDIAN and T, R, S, & QQ)
FERC License Number(s):
PG&E Drawing Number(s):
PLAT NO.:
LD of any affected documents:
LD of any Cross-referenced documents:
TYPE OF INTEREST:
SBE Parcel Number:
(For Quitclaims, % being quitclaimed):
Order # or PM # (with Operations #, if applicable):
JCN:
County:
Utility Notice Numbers:
851 Approval Application No._____Decision_____
Prepared By:
Checked By:
Approved By: Initials of Senior Land Agent (Date)
Revised By: Initials (Date)

.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

November 20, 2019
NVTA Agenda Item 10.5
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

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

SUBJECT: Authorization to Purchase Five (5) Zero-Emission, Battery-Electric Buses from Build Your Dreams (BYD) Coach & Bus LLC

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Purchase Order 19-1022 (Attachment 1) to acquire five (5) zero-emission battery-electric low-floor thirty (30) foot buses from Build Your Dreams (BYD) Coach and Bus LLC in an amount not to exceed $3,278,182 pending receipt of the Federal Transit Administration (FTA) requirements for Altoona testing from the Transit Resource Center (TRC).

OTHER OPTIONS FOR CONSIDERATION

Option 1: Defer the purchase until the completion of Altoona testing from the TRC which would further delay delivery of the vehicles for up to two years.

Option 2: Attempt to modify the federal grant awards and request the purchase of different zero-emission buses that have been Altoona tested. However, successful appeals to FTA are rarely granted since the award specifically called out the vehicle type and model.

Option 3: Forego purchasing the vehicles and return the FTA grant funds.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Federal Transit Administration awarded NVTA $1,092,500 in 2017 for the purchase of five (5) Build Your Dream 30' zero emission battery electric buses specifically called in the grant application. To take advantage of various incentive programs, NVTA must execute a Purchase Agreement (Attachment 1) before the end of the calendar year and prior to pending federal legislation that may curtail the Agency's ability to purchase buses from a Chinese subsidized manufacturer.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, the purchase for the buses with contingency is expected to be $3,278,182. The capital purchase and budget will be recognized in the year of delivery. Table 1 and Table 2 present the expenditure and financing plan respectively.

Table 1: Expenditure Plan

BYD Motors	Total
5 Zero Emission Battery Electric Buses	$3,148,182
Contingency for extra equipment (if needed)	130,000
TOTAL	**$3,278,182**

Table 2: Financing Plan

BYD Motors	Total
TDA	$1,690,388
FTA	1,227,794
LCTOP	360,000
TOTAL	**$3,278,182**

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 2: Improve system safety in order to support all modes and serve all users. The addition of five buses to the Vine fleet will alleviate the bus shortage the agency is experiencing.

Goal 3: Use taxpayer dollars efficiently. Using federal grants in-lieu of local funds will allow NVTA to prioritize other transportation projects.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

Since the grant award in 2017, NVTA staff has been working with the Center for Technology and Environment (CTE) to design the propulsion system for the local and up valley routes that these buses will service. The design and bus specifications are nearly complete.

NVTA staff considered deferring Board authorization to purchase the vehicles until the vehicle design phase was complete, however, there is a higher sense of urgency due to pending federal legislation that could prohibit contracting with manufacturers subsidized by China using federal funds. The House passed its version of the annual defense-policy bill in July 2019 with language blocking transit agencies from using federal money to buy railcars made by Chinese state-owned, controlled or subsidized companies. The Senate bill imposes harsher restrictions, and includes bus manufacturers. As a company subsidized by the Chinese government, BYD would be impacted by the legislation and would inhibit NVTA's ability to purchase the buses specifically called out in the grant application. With the approval of the proposed Purchase Order, the contract would be "grandfathered in" before the pending legislation goes into effect.

Production of the new electric bus takes approximately 15 to 18 months, with delivery slated in 2021. BYD Motors is the only manufacturer to produce a 30-foot pure electric bus in United States. Two other bus manufacturing companies, Proterra and New Flyer Industries, are beginning to diversify their product offering lines beyond the traditional 40-foot bus. However, neither manufacturer has an Altoona tested 30-foot product on the market. Furthermore, both of these manufacturers do not have a plug-in charging option, and instead rely on the fast-charge protocol, which is more expensive and would require redesigning the proposed maintenance facility electric charging configuration. In addition to the flexible charging capabilities offered by BYD, they are the only Zero Emission Bus (ZEB) manufacturer to offer a 12-year battery warrantee and a five-year warrantee on the remaining components.

SUPPORTING DOCUMENTS

Attachment: (1) Purchase Order 19-1022

DRAFT

Purchase Order

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

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

VENDOR

BYD COACH & BUS LLC
1800 S. FIGUEROA STREET
LOS ANGELES, CA 90015
POC: Justin Scalzi, Director Business & Development, West Coast
E Justin.scalzi@byd.com
T 949.220.6491

Purchase Order #: 19-1022
Date: 10/25/2019
Vendor ID:
CA STATE: 201308810203

Bill To:

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

Ship To:

NVTA-Vine Transit Yard
720 Jackson Street
Napa, CA 94559
POC: Antonio Onorato, CCFM
T 707.259.8779 E aonorato@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
ONORATO		GROUND	ORIGIN	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description			Unit Price	Total
5		EA	BYD - K7M-ER, Electric Transit Bus, 30'			$580,000.00	$2,900,000.00
5		EA	Options, various ,per bus			$134,160.80	$670,804.00
5		EA	ADA Equipment Options			$33,391.00	$166,955.00
				SUBTOTAL		$747,551.80	$3,737,759.00
				HVIP REBATE		($120,000.00)	($600,000.00)
				SUBTOTAL			$3,137,759.00
						SHIP	$10,422. 50
						TOTAL	$3,148,181.50

SEE ATTACHED SPECIFICATIONS ON PAGE 2 OF 18

NOTICE OF INCLUDED TERMS AND CONDITIONS
This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, **but are not limited to** the provisions of Buy America 49 U.S.C. §5323(j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(17).

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

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

ORDER AWARDED AND ISSUED BY

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

KATE MILLER, Executive Director DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/FTA 5310 8300 8302002 PUB.TRANSIT VINE PROJ 13834

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
1	Weight	Curb Weight	27,000LB
2		GVWR (Total)	35,274LB
3		GAWR (Front axle)	11,684LB
4		GAWR (Rear axle)	23,590LB
5	Capacity	Total Number of Passenger Seating	22
6		Total number of standing passengers (1 per 1.5 sq. ft.)	20
7	Service Life	Service Life	12 years/500,000 miles
8	Interchangeability	Interchangeability	Standard
9	Training	Customer Training	Full Training
10	Interior Noise	DBA @ Interior (80 dBA Outside)	≤ 65 dBA
11		DBA @ Interior (Bus Generated Noise)	≤ 80 dBA at passenger ≤ 75 dBA at driver
12	Exterior Noise	DBA:Under full power acceleration when operated at 0 to 35 mph at curb weight	≤ 80dBA
13		dBA: Maximum noise level generated by the bus pulling away from a stop at full power	≤ 83 dBA
14		dBA: Bus-generated Noise at Curb Idle	≤ 65 dBA
15	Fire Safety Materials	Requirements	FMVSS 302
16	Fire Suppression	Fire Suppression System Vendor	Amerex
17		Agent	ABC
18		Sensor Type	Linear sensor
19		Model	SafetyNet VH25
20		Fire Extinguisher Type	5lb ABC Standard
21		Fire Extinguisher Quantity	1
22		Fire Extinguisher Mounting Location	Behind Driver Seat, Next to Side Wall
23	Bus Length	Bus Length	29.9ft
24	Bus Width	Bus Width	101.5 in.
25	Bus Height	Bus Height	134in.
26	Step Height	Doorway Height	15.3'' /15.1'' F/R
27		Kneeling Height	12.65'' / 12.25'' F/R
28		Interior Step Height	8.8 in.
29	Ramp Clearance	Approach Angle (°)	⩾8.6
30		Departure Angle (°)	⩾8.6
31		Breakover Angle (°)	⩾8.6
32	Minimum Ground Clearance	Inside Axle Zones	≥5.4 in.
33		Outside Axle Zones	≥9 in.
34		Wheel Area Zones	≥ 8 in.
35	Floor Height	Floor Height	16 in.
36		Inside The Bus:Number of steps	2
37	Interior Headroom	@Center Line of Aisle Seats (Forward half no less than 78 in.)	≥ 78 in.
38		@Center Line of Aisle Seats (In front of the rear settee no less than 74 in.)	≥ 74 in.

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
39	Interior Headroom	Lower Deck @ Centerline of the Window Seats (No lower than 65 in.)	≥ 65 in.
40		Upper Deck	≥ 74 in.
41		@ The Rear Bench Seat (No less than 56 in.)	≥ 56 in.
42	Top Speed	Top Speed	62.5 MPH
43	Acceleration	0-10 MPH	≤ 5 s
44		0-20 MPH	≤ 10 s
45		0-30 MPH	≤ 18 s
46		0-40 MPH	≤ 30 s
47		0-50 MPH	≤ 60 s
48	Gradability	Maximum Gradibility	≥18%
49		2.5 % Grade	≥ 40 mph
50		10 % Grade	≥ 15 mph
51	Operating Range	Range per Single Charge	180Miles +
52	Traction Motor	Motor Power	150kW x 2
53		Gear Speed Ratio	17.7
54		Max Motor Speed (rpm)	10000
55		Type	In-Wheel Drive
56		Cooling	Oil Cooled
57	Propulsion System	Battery capacity (Kwh)	266 kWh
58		Number of battery packs	2
59	Energy Storage and Controller	Energy Storage and Controller	Battery Management System (BMS)
60	Cooling System	Manufacturer	BYD
61		Type	Liquid-cooling
62		Material	Silicon
63		Coolant	Dex-cool
64		Pump	2 pcs
65	Radiator	Manufacturer	BYD
66		Radiator Piping	Aluminum
67		Clamp Type	Breeze Constant Torque All Stainless Steel Std.
68	General	Structure Material - Body	Aluminum Alloy
69		Structure Material - Chassis	Steel
70	Corrosion	Chassis Corrosion	BYD Chassis Anti-Corrosion Protection Process
71	Towing	Towing Connector	1 pcs, front, towards the street side
72		Towing Method	Lifted (Supported) Front Axle
73		Towing Method	Flat Towing
74		Front Shop Air Connector	BYD Standard: Fastenal, 430020, 1pc
75		Front Shop Air Connector Location	Under the bumper, front, near the street side
76	Towing	Rear Shop Air Connector	BYD Standard: Fastenal, 430020
77		Rear Shop Air Connector Location	Inside the rear compartment. In the center
78		Electric Tow Connector	BYD Standard: Cole Hersee #12063 7-way plug connector.
79		Electric Tow Connector Location	In Front Cabin
80	Jacking	Jacking Pad Quantity	4
81		Jacking Pad Color	Safety Yellow

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
82	Jacking	Jacking Pad Decals	Required
83	Floor	Material	Fiberglass Composite
84		Material	PVC
85		Slope @ Entrance / Exit	≤ 2°
86		Slope - front to rear	≤ 3.5°
87	Driver's Area	Driver's Platform	Yellow nosing along top edges of platforms
88	Farebox	Area Light	Required
89	Wheel Housing	Interior Finish	Floor Covering
90		Construction	Steel
91	Aisle Width @ Wheel Well	Front	35 in.
92		Rear	23.8 in.
93	Suspension	Suspension	Mechanical Suspension
94		Front Axle Air Bags	2
95		Rear Axle Air Bags	4
96		Shock Absorber Manufacturer	ZF SACHS
97		Front Shock Absorbers per Axle	2
98		Rear Shock Absorbers per Axle	4
99	Kneeling	Kneeling Position	Front Kneeling
100		Kneeling Position	Curbside Kneeling
101		Switch	Kneel Switch on Dash
102		Kneeling Alarm	Required
103		Kneeling Light	Required
104	Wheels	Manufacturer	ALCOA
105		Type	Aluminum Alloy
106		Size	22.5" x 8.25"
107		Mounting Type	Hub piloted
108		Protective Coating	Dura-Brite
109		Quantity	6
110	Tires	Manufacturer	Michelin
111		Manufacturer	Goodyear
112		Supply	Customer
113		Supply	BYD
114		Type	Radial
115		Size	305/70R22.5
116		Quantity	6
117	Steering	Steering Axle	ZF,RL75A
118		Steering Wheel	VIP
119		Steering Column	Douglas tilt/telescoping
120		Steering Gear	BOSCH
121		Steering System	EHPS,BYD
122	Drive Axle	Manufacturer	BYD,150KWX2
123	Turning Radius	TR0	31.8ft
124	Brake System	Disc	Knorr
125		Brake Lines	TECTRAN
126		ABS ECU	Knorr
127		ABS Valve	Bendix
128	Interlocks	Type	Charging
129		Type	Kneeling

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
130	Interlocks	Type	Ramp
131		Type	Front and rear door interlock
132	Pneumatic system	Air Compressor	Knorr
133		Air Dryer	Bendix
134		Parking Brake Handle	Pull to Apply;Push to Release
135		Air Tank	JWP
136	Low-Voltage Batteries (24V)	Model	Two Group Jiang Sen Batteries，80D26L
137		Battery Tray Location	Rear Compartment
138	Multiplex System	Multiplex System	I/O Controls G4
139	Data Communications	Vehicles Data Logger	I/O Controls
140	Driver's Area Control	DashBoard	DashBoard Layout
141		Floor Controls	Floor Switch
142		Visor, Sunshade	Front Pull Shade, mesh on top, solid on bottom
143		Visor, Sunshade	Side Pull Shade， all mesh.
144	Brake Pedals	Manufacturer	Knorr
145		Adjustable	Non-Adjustable
146	Accelerator Pedals	Manufacturer	Williams
147	Driver’s Amenities	Coat Hanger	1 PCS
148		Drink/Cup Holder	Required
149		Storage Box	Min. APTA Standard Size 2750 Cubic in.
150	Design and Construction	Road Triangles	1 set
151	Windshield wiper and washer	Wiper	Doga
152		Wiper Style	Vertical Center Parked
153		Wiper Controls	Control on Dashboard
154		Washer	Doga
155	Driver's Seat	Manufacturer/Model	Recaro 800.00.721.CC11
156		Slide length	11 inch
157		ArmRest	No Armrest
158		HeadRest	No Headrest
159		Seat Back Lumbar Support	Required
160		Seat Belt	3 points
161		Belt Alarm	Required
162		Pedestal	Powder Coated Steel
163		Seat Alarm	Required
164	Exterior Mirrors	Manufacturer	Hadley
165		Feature	Remote adjustment
166		Feature	Two piece
167		Feature	Turn Signal-On Housing
168		Feature	Heating Function
169	Exterior Mirrors	+	High mounted for curb side/ High mounted for street side
170		Feature	High mounted for curb side/ Low mounted for street side
171	Interior Mirrors	Rear View Mirror	8'' x 16'' Flat

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
172	Interior Mirrors	Rear Door Mirror	12" Convex
173		Rear Door Mirror Mounting Location	Stanchion
174		Bike Rack Viewing Mirror	6" convex
175	Windshield	Feature	Two Piece Design
176		Feature	Rubber Seal
177		Feature	Shaded Band both Side
178	Driver's Side Window	Manufacturer	Ricon with lock open
179		Slider	Full Slide
180		Egress	Non-egress
181		Type	Laminated
182		Thickness	1/4''
183		Light Transmittance	73%
184	Side Windows	Manufacturer	Ricon
185		Feature	Egress
186		Type	Hidden Frame
187		Feature	Tip-in transom
188		Type	Tempered
189		Materials	3/16''
190		Light Transmittance	50%
191	HVAC / A/C	Manufacturer	byd
192		A/C Refrigerant	R134a
193	Auxilary Heater	Auxilary Heater	Required
194	Air Flow	Heat/ Defrost	Electric
195		Driver's Booster Blower	Required
196	Roof Ventilators	Quantity	1
197		Operation	Manual
198		Manufacturer	SMI
199		Passenger Emergency Instruction language	English-Spanish
200	Exterior Design	Side Skin Material	Aluminum
201	Repair and Replacement	Side Body Panels	Replaceable lower side panels
202	Rain Gutter	Rain Gutter	Required
203		Feature	Gutter Over Door Frames
204		Feature	Gutter along the top of windows
205	License Plate Provisions	Front License Plate/Provision	Provision Required
206		Rear License Plate/Provision	Provision Required
207	Fender Skirt	Fender Skirt	Rubber
208	Splash Aprons	Splash Aprons	Required
209	Service Compartments and Access Doors	Lock Type	Standard Square Locks
210	Bumper	Manufacturer	Romeo Rim
211		Bike Rack	Required
212		Bike Rack	Sportworks
213	Finish and Color	Bus Finish and Color	BYD Default White
214		Paint Scheme	Customer Input

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
215	Decals, Numbering and Signing	Numbers	Customer Input
216		Instruction Decal Language	English-Spanish
217		BYD Logo	One each for Front and Rear
218	Exterior Lighting	Exterior Lighting	Dialight, Except Headlights
219		Headlights	I/O Controls
220		Light Guards	Required
221	Interior Panels	Electronics Box Behind the Driver	Required
222		Electronics Box Lock	Square Locks
223		Driver's barrier	Required
224		Barrier Color	Black
225		Barrier Material	Fiberglass
226		Modesty Panel	There are two modesty panels on upper floor area. One is on curb side, another is on street side.
227	Interior Panels	Modesty Panel Color	S-406 CA Silver Grey
228		Modesty Panel Color	Aluminum color
229		AS4 Polycarbonate	There is only one PC panel in rear door area. PC panel is behind the last Curbside seat on the lower floor
230		Aluminum panels	There is only one Aluminum panel in rear door area. Aluminum panel is behind the last Curbside seat on the lower floor
231		Side wall	Melamine
232		Side wall	Aluminiun plastic panel
233		Side wall color	Higher: S-431 CA Willow Grey, Lower: S-406 CA Silver Grey
234		Side wall color	Higher: RS812 Rhine white Lower: RS802 Silver grey
235		Ceiling	Melamine
236		Ceiling	Aluminiun plastic panel
237		Ceiling color	S-431 CA Willow Grey
238		Ceiling color	RS812 Rhine white
239		Rear Bulkhead	Melamine
240		Rear Bulkhead	Aluminiun plastic panel
241		Rear Bulkhead color	S-431 CA Willow Grey
242		Rear Bulkhead color	RS812 Rhine white
243	Floor Covering	Manufacturer	Gerflor
244		Floor Covering Color	Black in front of standee line. Dark grey (Tarabus 8805 Palladium NT) after standee line.
245	Interior Lighting	Interior Lighting	Required
246		Passenger Lighting	Integrated to air duct
247	Interior Lighting	Passenger Lighting Lens Color	White
248		Passenger Lighting Manufacturer	I/O Controls
249		Interior Passenger Lighting Logic	BYD Defult
250	Fare Collection	FareBox Model / Spec	Not Required
251		FareBox Model / Spec	If Required：GFI Odyssey post-delivery
252		FareBox Model / Spec	Ignition or constant
253	Passenger Seating	Model	Freedman-4 One Gemini
254		Model	Americanseating - Insight

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
255	Passenger Seating	Seating Layout	See Drawing Package
256		Seat Frame Color	Stainless Steel
257		seat shell/ module	Grey RAL 7012 ,GEMINI STANDARD/ 980 gray, insight standard. Unless customer specify, grab rail, hip support will use standard color.
258		Fabric Details	Majestic blue fabric
259		onsert padding	standard: no padding; gemini option: back---0.5/1.0in, cushion--- 0.5/1.0in. insight option: back---0.5in, cushion--- 0.5/1.25in.
260		Seat Style	Cantilever Mount
261		Back Panel	$R_Pe_aq_gu_eir_1e_0d$
262		Grabrail	Required
263		Docket 90 Certification	Required
264		Flip seat armrest	Required
265		Back Insert	1/2 inch poly
266		Seat Insert	1/2 inch poly
267		Fabric Details	Majestic Blue
268		Barrier	Required
269		Flip seat lock	Lock up and down
270	Passenger Assist	Stanchions / Assists Material	Stainless Steel
271		Stanchions / Assists Finish Color	Powder Coated Yellow at the entrance area，behind driver area（vertical） and rear door area
272		Stanchions / Assists Grab Strap	Required
273		Stanchions / Assists Grab Strap Material	Rubber Strap
274	Doors	Manufacturer	Vapor
275		Type	Electric
276		Class system	Not Required
277		Door Control	5 position door control handle
278		Door Open and Close Time	≤ 3.5 seconds
279		Standee Line	Yellow
280		Glass Type	Tempered
281		Glass Thickness	1/4''
282	Front Door	Style	Inward Slide Glide
283		Door Panels	Double door leaf
284		Door height (in)	77 in.
285		Opening width	38 in.
286		Clearance width	33.7 in.
287		Emergency Valve	Required
288		Dump Valve Location	Left of Driver
289		Frangible Panels	Required
290		Front Door Overhead Lights	LED strip light
291	Rear Door	Rear Door Style	Inward Slide Glide
292		Door height (in)	76.6 in.
293		Opening width	36.5 in.
294		Clearance width	33 in.
295		Grab Handle Mounting	Mounted on the door

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
296	Emergency Operation	Passenger Emergency Instruction	English & Spanish
297	Accessibility Provisions, Wheelchair ramp	Manufacturer	Ricon，SSR-0M27291Y00
298	Accessibility Provisions, Wheelchair ramp	Location	Front door
299		Ratio	1 to 6
300		Ramp Floor Covering	Yellow
301	Wheelchair Area	Supplier	Q'Straint 4 positions
302		Securement Area	60'' diameter circle requirement
303	Destination signs	Manufacturer	I/O controls
304		Front Sign	Required
305		Curb Side Sign	Required
306		Rear Sign	Required
307		LED Color	Amber
308	Passenger Stop Request/Exit Signal	Style	Pull Cord
309		ADA Stop Request	Touch Pad
310		Rear Door Stanchion Push Button	Required
311	Passenger Stop Request/Exit Signal	Signal Chime	A single “stop requested” chime shall sound when the system is first activated. A double chime shall sound anytime the system is activated from wheelchair passenger areas.
312	Multimedia	Camera Surveillance System	Required
313		Camera Quantity & Layout	See Drawing Package
314		Surveillance video quality	Required
315		HAMS	Required
316		HAMS&ELMS	Required
317		Intelligent Transportation Systems Equipment(ITS)	Required
318		(ITS) Interior sign	Required
319		(ITS) Voice Radio	Required
320		(ITS) Data Radio	Required
321		(ITS) Wifi router	Required
322		(ITS) APC	Required
323		(ITS) P.A. System	If no ITS, Vendor: REI Goosemic, Footswitch (4 switch foot pedel) required
324		(ITS) P. A. Speakers Quantity	5+1
325	Depot Charging Stations	Model Number	EVA080KS/01-AM
326		Quantity	1 per bus
327		Charging Equipment Description	AC Charging
328		Power Efficiency	No less than 94%
329		Peak Power (kW)	80kW

CONTINUATION SHEET

VEHICLE DESCRIPTION - per Bus

Line #	Heading	Configuration	Description
330		Charge Voltage (VDC)	3Φ480VAC
331		Charge Current (A)	96A
332	Depot Charging Stations	In-Coming Elec Utility, voltage/current	480vac, 3ph
333	Charging	Bus Depot Charging Location	Rear cabin Curb Side. 1 compartment with 2 charging ports

CONTINUED ON PAGE 11 OF 18

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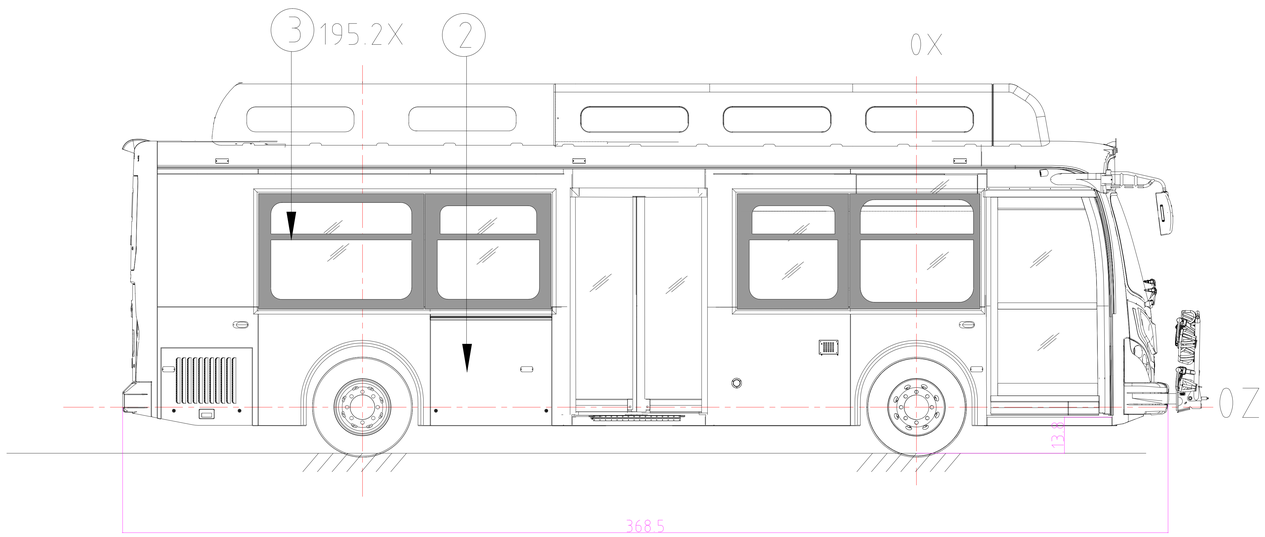
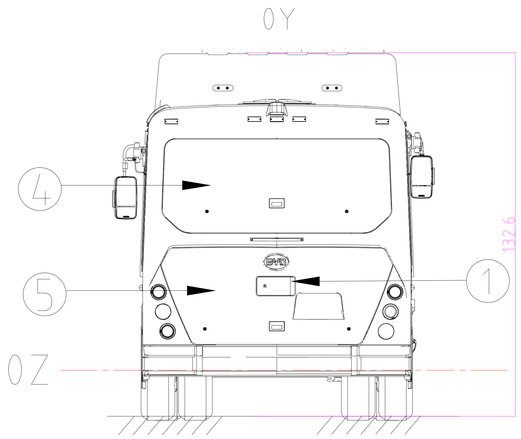
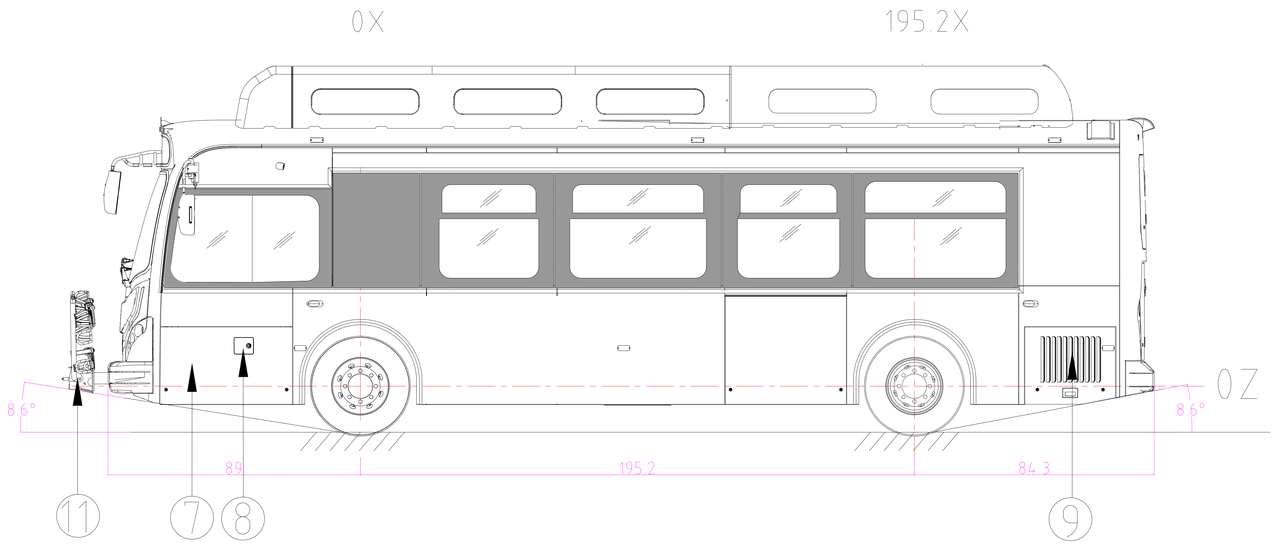
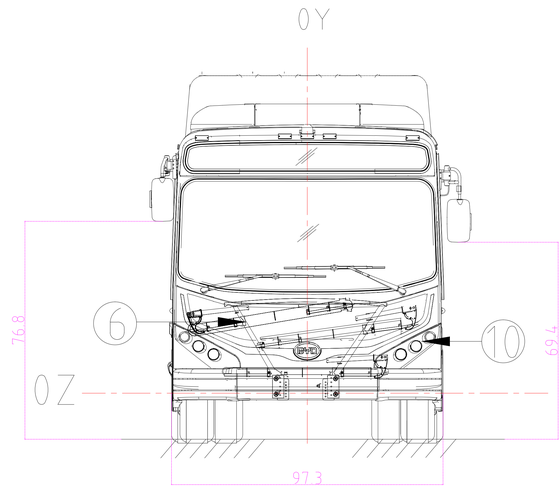
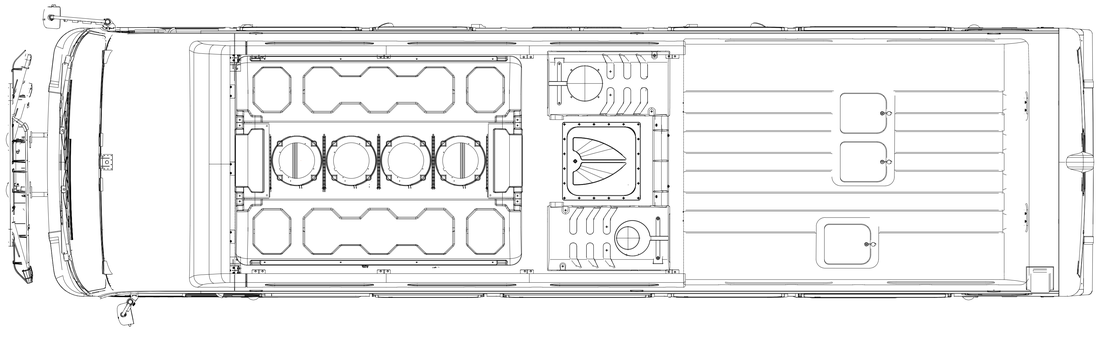
ZONE	REV	DESCRIPTION	DATE	BY	APP.
EXTERIOR	A0	EXTERIOR DESIGN		Jacky Han	J.K











	SIGN-OFF
	DATE:

ITEM	NAME	DESCRIPTION
11	BIKE RACK	
10	HEADLIGNT	
9	RADIATOR ACCESS DOOR	
8	MAIN SWITCH ACCESS DOOR	
7	LOW VOLTAGE BATTERY DOOR	
6	FRONT COMPARTMENT DOOR	
5	REAR COMPARTMENT DOOR 2	
4	REAR COMPARTMENT DOOR 1	
3	WINDOWS	
2	AIR TANK ACCESS DOOR	
1	CHARGING ACCESS DOOR	

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

SIGNATURE		DATE	SIGNATURE		DATE
DESIGN	JACKY HAN		STD.		
CHECK	Daniel Niu		APP.	J.K	
CRAFT					

EXTERIOR DESIGN

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DRAWING NO.		WT.	Q.TY.	SC.
A0			1	1:20

SHEET 1/1 DATA LEV. CONFIDENTIAL

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Federal Required and Other Model Contract Clauses

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Srvc
1. Fly America - Required for air transportation. 49USC40118; 41CFR301							
2. Buy America 49USC5232(J); 49CFR PART661	>$100,000		>$100,000			>$100,000	
3. Charter Bus and School Bus 49USC5323 PART604		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels. 46USC55305; 46CFR PART381							
5. Seismic Safety 49USC77041; 49CFR PART41			New Bldg				
6. Energy Conservation 42 USC 6321; 49 CFR 622 SUBPART C	X	X	X	X	X	X	X
7. Clean Water 49USC5223(C)(2); 33USC1251-1388; 23 USC139	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
8. Bus Testing 49 USC 5318(C)	X	Turnkey					
9. Pre-Award and Post Delivery Audit 49USC5323(M)	X	Turnkey					
10. Lobbying 49CFR PART20; 31USC1352	>$100,000	>$100,000	>$100,000	>$100,000		>$100,000	>$100,000
11. Access to Records and Reports 49USC5323(G)		X	X	X			X
12. Federal Changes 49CFR30	X	X	X	X	X	X	X
13. Bonding 49USC53; 49CFR18.36, 19.48(C)(5)			>$100,000				
14. Clean Air 42 USC7401-7671	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
15. Recycled Products 40CFR247; 48CFR pART23; 49USC5333(A)	* >$10,000	* >$10,000	* >$10,000	* >$10,000	* >$10,000	* >$10,000	* >$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts 40USC3141-3148			>$2,000				
17. Contract Work Hours and Safety Standards Act 40USC3701-3708			>$100,000				
19. No Government Obligation to Third Parties 49USC SEC11	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts 31USC3801; 49CFR PART31	X	X	X	X	X	X	X
21. Termination 49USC5323 SEC11	>$10,000	>$10,000	>$10,000	>$10,000	>$10,000	>$10,000	>$10,000
22. Government-wide Debarment and Suspension (Nonprocurement) 2 CFR PART1200+1800	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
23. Privacy Act 5 USC552A	X	X	X	X	X	X	X
24. Civil Rights 49USC5323 SEC12	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution 49USC5323 SEC39	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
26. Patent and Rights in Data 49USC5323 SEC17+18					X		
27. Transit Employee Protective Agreements 49USC5333(B); 29CFR215		X					
28. Disadvantaged Business Enterprise (DBE) 49CFR PART26	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms FTAC2201F	X	X	X	X	X	X	X
31. Drug and Alcohol Testing 49CFR655; 49CFR40		X					

REQUIRED FEDERAL CLAUSES

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

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

3. RETENTION OF RECORDS

Contractor agrees to keep, in accordance with generally accepted accounting principles, all records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until 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

Contractor 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 Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

5. 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, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa 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/offerors, including those who qualify as a DBE. A DBE contract goal of ___ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

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

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

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

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

11. DEBARMENT

Contractor certifies that neither it nor any of its participants, principals, or subcontractors 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. Contractor 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

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to 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 Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

13. LOBBYING

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

14. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify 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 Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTA or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor'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 Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

15. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to 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 Contractor (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

16. BUY AMERICA REGULATIONS

Contractor 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 wavier. 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 wavier. 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 subcontractors.

17. COMPLIANCE WITH FTA REGULATIONS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

REQUIRED FEDERAL CLAUSES

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 contractor 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 contractor and its subcontractors 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 contractor 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 contractor, 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 contractor 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 contractor does not make payments to a trustee or other third person, the contractor 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 contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor 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 contractor 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 contractor, 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 contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, 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 contractor or any subcontractor 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 contractor, 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 contractor 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 contractor 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. Contractors 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 contractor 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 contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor 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 contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor 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 contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, 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 contractor 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 contractor 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 contractors or subcontractors 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 contractor 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 contractor 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 contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The contractor or subcontractor 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 subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor 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 contractor and a subcontractor 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 contractor (or any of its subcontractors) 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 contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor'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 contractor or subcontractor 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 contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

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

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 contractor in the case of subcontractor bills-of-lading).

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor 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 contractor in the case of subcontractor bills-of-lading).

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

November 20, 2019
NVTA Agenda Item 10.6
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Antonio Onorato, Program Manager- Finance
(707) 259-8635 / Email: aonorato@nvta.ca.gov

SUBJECT: Resolution No. 19-21 Authorizing the Executive Director to Execute a Purchase and Sale Agreement for Real Property- Assessor's Parcel Number (APN) 057-250-037

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

(1) Approve Resolution No. 19-21 (Attachment 1) Authorizing the Executive Director to execute the Purchase Agreement for the purchase of Assessor's Parcel Numbers 057-250-037 which allows for a 60 day due diligence period and authorize the executive Director to take all actions necessary for the carrying out of the Purchase of Real Estate (Attachment 2) or consider other options to proceed.

(2) Authorize the Executive Director to terminate the purchase agreement should further investigation reveal the property is not suitable for use.

OTHER OPTIONS FOR CONSIDERATION

Option 1: Terminate the purchase during the due-diligence period at no cost or penalties to the Authority. An escrow deposit of $25,000 less $100 will be returned.

Option 2: Not approve the purchase agreement and terminate the offer.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Staff is recommending that the Board authorize the Executive Director to sign the sale and purchase agreement for the purchase of real property located at the intersection of Sheehy Ct. and Devlin Rd. which includes a 60 day due diligence period prior to the close of escrow.

The property is approximately 2.4 acres and is adjacent to 96 and 101 Sheehy Ct. which NVTA purchased on September 28, 2016 for a new Vine Transit Bus Maintenance Facility. The property owner has agreed to sell the property for $1,500,000 excluding the brokers fee paid by the buyer and closing costs.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. If the Board authorizes the executive director to proceed with the property acquisition, there will be a fiscal impact of $1,500,000 plus brokers fees and closing costs.

Is it currently budgeted? No, a budget adjustment will be required.

Future fiscal impact: No. This is a one-time cost.

CEQA REQUIREMENTS

Environmental Determination: The proposed purchase is exempt from California Environmental Quality Act (CEQA) review. CEQA Guidelines, sections 15060(c),(2)(3) and 15378(a) state that where an action is not a “project” (meaning the whole of an action which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment), that action is not subject to CEQA.

The proposed acquisition does not result in a direct or indirect change in the environment because the ultimate use and/or development of the Property has not been identified. The development of the site, if any, remains unspecified, uncertain, and undefined at this time. If and when future development is proposed for the site, the Authority would review such development consistent with CEQA. Therefore, at this time, the proposed acquisition is not considered the approval of a project under CEQA and is, therefore, exempt from CEQA review. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c),(2)(3); 15378(a).)

BACKGROUND AND DISCUSSION

Even prior to the purchase of 96 and 101 Sheehy Ct. for a new Vine Transit Maintenance Facility, staff identified parcel #057-250-037 for possible expansion if the lot became available for sale. During the purchase of the eight-acre site, NVTA's real estate broker-Bill Kampton of Colliers approached the property owner for a possible sale of the adjacent parcel but it was rejected by the owner at that time.

Acquiring the property would nearly meet the original objective of securing at least twelve acres called out in the Vine Maintenance Facility Feasibility Study in the 2013 report. Subsequently, NVTA began designing the maintenance, operations, and administration buildings on the original eight-acre site. The maintenance facility was down scoped to accommodate fewer acreage.

Recently the property owner contacted NVTA"s real estate broker and offered to sale the property to NVTA. The offer was unsolicited by NVTA at this time. As the planned maintenance facility was redesigned for the smaller 8 acre parcel the specific use for the current parcel has yet to be identified. The proposed acquisition will allow future development which could include battery fuel cell storage to mitigate service disruptions during an electrical shutoff events, additional solar panels and possibly an expanded customer service center to meet growing travel demand needs.
The following is a summary of negotiated terms:

- $1,500,000 to purchase approximately 2.4 acres of undeveloped real property
- $25,000 escrow deposit refundable, less $100, at any time prior to the end of the due diligence period
- Ability to terminate agreement within due diligence period at no cost to the Authority less inspection costs and appraisal, and other required report(s)
- Buyer to pay brokers commission of four percent (4%) of purchase price

Staff will complete the following activities during the due diligence period:

- Appraisal
- Phase I and if needed II Environmental Site Assessments
- Title review
- Any other surveys needed in the best interest of the Authority

SUPPORTING DOCUMENTS

Attachments: (1) Resolution No. 19-21
(2) Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate

RESOLUTION No. 19-21

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH SONOMA VALLEY TRANSPORT, INC FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT ASSESSOR PARCEL NUMBER 057-250-037 (CEQA EXEMPT)

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

WHEREAS, Assessor Parcel Numbers 057-250-037 (the "Property") is located at the southwest intersection of Sheehy Ct. and Devlin Road and is adjacent to the Vine Transit Bus Maintenance Facility properties; and

WHEREAS, a negotiated a purchase price of $1,500,000, which has been agreed to by Sonoma Valley Transport by execution of the Purchase and Sale Agreement, subject to Board of Directors approval; and

WHEREAS, there is a 90-day Due Diligence Period where the Authority may terminate the Purchase and Sale Agreement at no cost based on the findings of its inspections; and;

WHEREAS, staff will complete due diligence activities, supplementary inspections, brokers fees paid by the buyer, and associated closing costs are anticipated to be less than $100,000; and

WHEREAS, funding for the purchase of the Property is from the Transit Fund Capital Program; and

WHEREAS, staff recommends entering into a Purchase and Sale Agreement with Sonoma Valley Transport, Inc. for the purchase of the Property; and

WHEREAS, the proposed acquisition is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), (3) and 15378(a) of the CEQA Guidelines because the proposed acquisition does not constitute the approval of a project under CEQA and, therefore, environmental review under CEQA is not required at this time.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director, or designee, to execute a Purchase and Sale Agreement in substantially the form presented with Sonoma Valley Transport, Inc. for the Authority's purchase of the property APN 057-250-037, subject to approval as to form by legal counsel.

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director to complete the due diligence investigation and take all necessary actions required by the Purchase and Sale Agreement to close escrow, including, but not limited to, accept the Grant Deed for the Property.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on November 20, 2019, by the following vote:

Ayes:

_____
Chris Canning, NVTA Chair

Nays:

Absent:

ATTEST:

_____
Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel

AIRCRE

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Vacant Land)

Dated: October 29, 2019

1. Buyer.

1.1 Napa Valley Transportation Authority and/or Assignee, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close 30 ~~or~~ _____ days after the waiver or expiration of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by Placer Title Company - Attention: Laura Blessing ("**Escrow Holder**") whose address is 5 Financial Plaza, Suite 205, Napa, California 94558, Phone No. 707-346-6948, Facsimile No. _____ upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) ±2.4 acres of land is located in the County of Napa, is commonly known as (street address, city, state, zip) SWC of Sheehy Court and Devlin Road, Napa, California 94558 and is legally described as: To Follow (APN: 057-250-037.)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Placer Title Company ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: NONE (collectively, the "**Improvements**").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and None all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be ☑ $1,500,000.00, or ☐ (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) _____ per unit. The unit used to determine the Purchase Price shall be: ☐ lot ☐ acre ☐ square foot ☐ other _____ prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: _____. The Purchase Price shall be payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

$1,500,000.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

_____ _____

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("**Existing Deed(s) of Trust**") securing the existing promissory note(s) ("**Existing Note(s)**"):~~

~~(i) An Existing Note ("**First Note**") with an unpaid principal balance as of the Closing of approximately:~~

_____ _____

~~Said First Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("**Second Note**") with an unpaid principal balance as of the Closing of approximately:~~

_____ _____

~~Said Second Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("**Purchase Money Deed of Trust**") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("**Purchase Money Note**") in the amount of:~~

_____ _____

~~3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.~~

4. Deposits.

4.1 ☐ ~~Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or~~ ☑ within 2 ~~or~~ _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $25,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

~~4.2 Additional deposits:~~

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

_____ _____
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(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is To Follow . NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. *(Strike if not applicable)*

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("**New Loan**") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 **If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.**

5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing. (Purchase Money Note). *(Strike if not applicable)*

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) *Prepayment*. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) *Late Charge*. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) *Due On Sale*. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate brokers ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Colliers Parrish International, Inc. License No. 00490878 is the broker of (check one): ☐ the Seller; or ☑ both the Buyer and Seller (dual agent).

Seller's Agent Bill Kampton License No. 00960310 is (check one): ☐ the Seller's Agent (salesperson or broker associate); or ☑ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm Colliers Parrish International, Inc. License No. 00490878 is the broker of (check one): ☐ the Buyer; or ☑ both the Buyer and Seller (dual agent).

Buyer's Agent Bill Kampton License No. 00960310 is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☑ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation,

_____ _____
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commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a ~~general warranty deed (a~~ grant deed ~~in California)~~ and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. ~~Seller~~ Buyer shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT**. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 ~~or~~ _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has ~~10 or~~ 60 days following the ~~receipt of the Property Information Sheet or the~~ Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has ~~30 or~~ 60 days following the ~~receipt of the Property Information Sheet or the~~ Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has ~~30 or~~ 60 days following the ~~receipt of the Property Information Sheet or the~~ Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals*. Buyer has ~~30 or~~ 60 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"),

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and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 ~~or~~ _____ days following the Date of Agreement. Buyer has ~~10~~ 60 days from the Date of Agreement ~~receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has ~~30 or~~ 60 days following the Date of Agreement ~~receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Appraisal*. Buyer has sixty (60) days following the Date of Agreement to satisfy itself with regard to an appraisal of the Property that is consistent with the Purchase Price

~~(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 ~~or~~ _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 ~~or~~ _____ days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies**."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition

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and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant ~~or general warranty~~ deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

~~(b) If applicable, the Beneficiary Statements concerning Existing Note(s).~~

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a ''nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

~~(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.~~

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

~~(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

~~(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

~~11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.~~

~~11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.~~

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

~~11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

~~11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

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(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Napa on the date of _____, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).
THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $25,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

_____ _____
Buyer's Initials Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**COMMERCIAL RULES**"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ _____
Buyer's Initials Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect**. Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law**. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence**. Time is of the essence of this Agreement.

23.4 **Counterparts**. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict**. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.

23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days**. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

_____ _____
_____ _____
INITIALS INITIALS

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24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent*. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent*. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures*. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information*. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs NONE through _____. (If there are no additional provisions write "NONE".)

_____

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

THIS SECTION INTENTIONALLY LEFT BLANK

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The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: _____

BROKER

Colliers Parrish International, Inc.

Attn: Bill Kampton
Title: Senior Vice President

Address: 380 Chadbourne Road, Suite D
Fairfield, California 94534
Phone: 707-372-1036
Fax: 707-863-0181
Email: bill.kampton@colliers.com
Federal ID No.: 94-2263767
Broker DRE License #: 00490878
Agent DRE License #: 00960310

BUYER

Napa Valley Transportation Authority and/or Assignee

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: 707-259-8634
Fax: _____
Email: _____

Address: 625 Burnell Street
Npa, California 94559
Federal ID No.: To Follow

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, ~~Seller~~ Buyer agrees to pay Brokers ~~a~~ real estate Brokerage Fee in a sum equal to 4 % of the Purchase Price. ~~to be divided between the Brokers as follows: Seller's Broker _____% and Buyer's Broker _____%. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.~~

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: _____

BROKER

Colliers Parrish International, Inc.

Attn: Bill Kampton
Title: Senior Vice President

Address: 380 Chadbourne Road, Suite D
Fairfield, California 94534
Phone: 707-372-1036
Fax: 707-863-0181
Email: bill.kampton@colliers.com
Federal ID No.: 94-2263767
Broker DRE License #: 00490878
Agent's DRE License #: 00960310

SELLER

Sonoma Valley Transport, Inc.

By: _____
Name Printed: Sonny Sohal
Title: President
Phone: 707-224-6363
Fax: _____
Email: ssohal@svtransinc.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 177 Tower Road
American Canyon, California 94503
Federal ID No.: To Follow

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☑ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

☐ Buyer ☑ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Colliers Parrish International, Inc. DRE Lic. #: 00490878

Real Estate Broker (Firm)

By: _____ DRE Lic. #: 00960310 Date: 10/29/2019

(Salesperson or Broker-Associate) Bill Kampton

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

_____ _____

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

_____ _____
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2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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EXHIBITS TO SALE

DUAL AGENCY AGREEMENT

Owner: Sonoma Valley Transport, Inc.

Owner's Agent: Bill Kampton, Colliers International

Buyer: Napa Valley Transportation Authority and/or Assignee

Buyer's Agent: Bill Kampton, Colliers International

Property: SWC of Sheehy Court and Devlin Road, Napa, California 94558

As agreed by the parties to the sale transaction, Colliers International and the Agent(s) identified above (Colliers and the identified agent(s) are referred to collectively as "Agent") are serving in a dual agency capacity, representing both the Owner and the Buyer for the sale of the Property. The undersigned parties acknowledge that they were informed of the possibility of this type of representation and that they are authorized to execute this Dual Agency Agreement on behalf of the above named Owner and Buyer.

The Owner and Buyer consent to and authorize Colliers International to engage in this dual agency, with the understanding that Agent will handle these responsibilities in the manner described in this agreement:

In the negotiation of a sale, Agent shall not disclose the best terms upon which Buyer is willing to purchase the Property, unless authorized to do so by the Buyer. Similarly, Agent shall not disclose the best terms upon which the Owner is willing to sell the Property, unless authorized to do so by the Owner.

It is acknowledged and agreed that Agent's disclosure responsibilities to Buyer will be met by Agent's disclosure to Buyer of all material facts provided by Owner or known by Agent and that Agent has not undertaken to investigate the Property or to verify the accuracy of the information provided by Owner. Both Owner and Buyer acknowledge that Expert Matters are to be addressed by the parties and not by Agent.

Each of the undersigned parties acknowledge the above understanding and consent to Agent's service as a dual agent on behalf of both Owner and Buyer.

Owner:
Sonoma Valley Transport, Inc.

By: _____ Date: _____
Sonny Sohal, President

Buyer:
Napa Valley Transportation Authority and/or Assignee

By: _____ Date: _____

_____ _____
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DISCLOSURES, EXPERT MATTERS AND RESPONSIBILITIES OF PARTIES

The following is intended to describe the responsibilities undertaken by Colliers and by Client with regard to disclosure issues and expert matters as described below:

EXPERT MATTERS: There are a number of potentially significant matters related to commercial properties, which may be material to a particular transaction, the evaluation of which would require specialized expertise which is beyond the expertise and/or responsibility of the Broker ("**Expert Matters**"). Broker recommends that parties to a potential lease or sale transaction obtain the advice of qualified professionals and experts prior to the consummation of any transaction. Parties to a sale or lease transaction should not and will not rely on Broker with regard to Expert Matters, but instead will rely entirely on their own investigation and those of qualified professionals and experts.

Expert Matters may include, but are not limited to, the following: the use, generation, storage or presence of hazardous or toxic substances and underground storage tanks; natural hazards, such as fire, flood, or earthquake; building safety and structural integrity of roof, walls, and foundations or any improvements located on the Property; operation or condition of mechanical, plumbing, utility or life safety systems; "clean rooms" (including, but not limited to, classification, operation and/or condition); mold, fungus, water damage, or effects of moisture; compliance with Americans with Disabilities Act (ADA); compliance with building, zoning and fire codes; tax, accounting, or legal effects or consequences of the proposed transaction; survey, linear or area measurements of the Property; availability and/or adequacy of utilities and utility connections and panels, adequacy, availability and condition of sewer lines and/or connections, public transportation, or other infrastructure; zoning and permitted land uses; insurance policies and premiums; architectural, design or engineering; geotechnical/soil condition; termites or other pests or rodents; statements of income and expense or other financial statements; the financial soundness of a prospective tenant or subtenant; condition of title; or existing taxes, assessments or liens.

Broker has no responsibility to, has not made and will not make an independent investigation or determination with respect to any Expert Matters. Any information communicated by Broker regarding any of the Expert Matters arises from third party sources and has not been and will not be independently verified by Broker.

DISCLOSURES: Owners of real estate must comply with California law for the disclosure of any and all known material facts concerning their property to prospective tenants or buyers as well as any other items required by California law. To meet this requirement, Broker recommends that Owners of real estate obtain legal advice from a qualified legal professional. Broker shall have no responsibility for property disclosures beyond the delivery and/or disclosure of information provided by the Owner or known to the Broker. Parties to a sale or lease transaction should not and will not rely on Broker with regard to matters of disclosure required by Owners, but instead will rely entirely on their own investigation and that of qualified professionals and experts.

Matters requiring disclosure may include, but are not limited to, the following: Natural Hazard Disclosures (including whether or not the property is located in a flood hazard area, fire hazard severity zone, forest fire risk area, earthquake fault zone, or a seismic hazard zone), toxic mold disclosures, known material defects, presence or proximity to hazardous materials, compliance with the Americans with Disabilities Act (ADA), compliance with zoning laws, whether or not the property is located in a special tax zone (such as a Mello-Roos Community Facilities District) or a special assessment district, as well as historic energy use and the existence and results of Certified Access Specialist (CASp) inspections.

Received & Acknowledged:

SELLER:
Sonoma Valley Transport, Inc.

By:_____ Date: _____
Sonny Sohal, President

BUYER:
Napa Valley Transportation Authority and/or Assignee

By:_____ Date: _____

BROKER:

_____ Date: _____
Colliers Parrish International, Inc - Bill Kampton
California Bureau of Real Estate License No. 00960310

Client and Broker agree that the foregoing shall be an Addendum that is expressly made a part of and incorporated into that certain written agreement between the parties entitled Standard Offer Agreement and Escrow Instructions For Purchase of Real Estate (Vacant Land) dated the 29th day of October, 2019, and that the specific provisions set forth herein shall control over and supersede any inconsistent provisions contained therein or in any other form of agreement which is contemporaneously entered into by these parties relating to the Property.

_____ _____
_____ _____
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November 20, 2019
NVTA Agenda Item 10.7
Continued From: September 18, 2019
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Matthew Wilcox, Principal Program Planner/Administrator
(707) 259-8635 / Email: mwilcox@nvta.ca.gov

SUBJECT: American Canyon Service Hour Expansion

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the expansion of the American Canyon Transit service by one vehicle, effective January 2020.

OTHER OPTIONS FOR CONSIDERATION

Alternative option #1: Retain existing service, which results in longer wait times for shuttle riders.

Alternative Option #2: Only operate the second shuttle during the times of the year school is in session.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

This item is a continuation from Item 11.4 at the September 18, 2019 meeting. NVTA staff is recommending this change to achieve equitable wait times for all shuttle services. At the September 18th meeting, the NVTA Board requested additional information on the allocation of Vine resources before voting on this item. The information that the Board requested can be found in Attachment 1 to this report.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. See Table 1 and Table 2. The City of American Canyon pays the difference between fares collected and 15% of the annual fully allocated budget of operating expenses prorated over four quarterly payments. NVTA would bear the rest of the costs as outlined in Table 1 and Table 2.

Table 1: Cost for Service Option #1

	Current Service	New Service
Hours	2,457.50	4,915.00
Miles	23,309.11	23,309.11
Cost per Hours $48/hour	$117,960.00	$235,920.00
Cost per Mile $0.60/mile	$13,985.47	$13,985.47
Total Cost to NVTA	$131,945.47	$249,905.47
Total Cost to City*	$19,791.82	$37,485.82

*Estimated

Table 2: Cost for Service Option #2

	Current Service	New Service
Hours	2,457.50	4,300.63
Miles	23,309.11	20,395.47
Cost per Hours $48/hour	$117,960.00	$206,430.24
Cost per Mile $0.60/mile	$13,985.47	$12,237.28
Total Cost to NVTA	$131,945.47	$218,667.52
Total Cost to City*	$19,791.82	$32,800.13

*Estimated

Is it currently budgeted? No. A budget adjustment will be made to reflect the increase in the number of service hours for American Canyon Transit. Funding for the second vehicle will come from Transportation Development Act (TDA) reserve funds. TDA funds have come in 5% higher than projected. Funding is not coming from a new or dedicated source.

Future fiscal impact: Future fiscal impacts will be limited to fluctuations in gas prices and overall demand for the service resulting in more miles travelled by each vehicle.

Consequences if not approved: If the Board does not approve the expansion, wait times will remain long. Long wait times will have a negative effect on ridership.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability – expanding the service will result in more timely and consistent service to all residents of the City of American Canyon.

Goal 5 – Minimize the energy and other resources required to move people and goods – two vehicles in service will make transit service a more attractive transportation option, effectively removing vehicles from the roadways of American Canyon.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

American Canyon Transit began operating on demand service in August of 2015. Ridership grew exponentially over the first two years but reached a plateau in 2018 and began a downward trend in 2019. Many riders have stopped riding because of longer and longer wait times caused by growing traffic congestion. A single on demand vehicle cannot efficiently cover all of American Canyon. Providing minimal wait times using a single vehicle is difficult even during non-peak times due to the size of the city and its bisection by Highway 29.

NVTA staff believes a second vehicle will reduce the average 25-minute wait time by roughly half. A reduction in wait times will help American Canyon Transit meet NVTA's standard for shuttle wait times. The standard adopted by the Board is average wait times should not exceed 15-minutes. Staff plans to market the improved service to entice riders back on to the system. It may be several months before ridership begins moving in an upward direction but staff is confident that the second vehicle will bring a significant rider draw to the Shuttle service.

In Attachment 1 to this report, NVTA staff is providing additional information on how NVTA allocates service hours and the cost associated with its services. The NVTA Board requested this information at the September meeting.

SUPPORTING DOCUMENTS

Attachment: (1) Vine Service Allocation

Vine Service Allocation

Transit planning theory suggests agencies allocate the most service where population numbers and densities are highest. These two factors are driving forces behind how effective a service will be. Table 1 shows population densities of each jurisdiction that NVTA serves and the allocation of revenue hours. Revenue hours are the number of hours the vehicle is in service picking up passengers. NVTA pays for all hours a vehicle is in motion, including the time the vehicle is not in service. These hours are known as, actual hours. The figures in Table 1, below reflect actual hours for all services including VineGo.

Table 1: Service hour Allocation and Population Density

	Population Density/ sq mi	Service Hour Allocation		
		Total	Percent	Per Capita
Calistoga	2,044	10,808	7.9%	1.80
St. Helena	1,234	9,732	7.1%	1.62
Yountville	1,966	11,274	8.3%	3.86
City of Napa	4,527	89,819	65.9%	1.12
American Canyon	3,327	14,720	10.8%	0.73

In Table 2 ridership is broken out by service type. NVTA staff calculated VineGo ridership for each jurisdiction based on trips originating in each respective location. NVTA staff used automated passenger counter data for boardings in each respective jurisdiction.

Table 2: Distribution of Riders by Jurisdiction

	Shuttles	VineGo	Fixed Route	Total
Calistoga	23,077	493	31,214	**54,784**
St. Helena	17,233	99	32,396	**49,728**
Yountville	16,370	271	21,001	**37,642**
City of Napa	0	22,070	658,809	**680,879**
American Canyon	11,628	2,466	54,702	**68,769**

Visitors to the Napa Valley often use the shuttles. Shuttle drivers log trips in a way that differentiates between local riders and visitors. Drivers complete these tallies on the three Up Valley Shuttles. Table 3 below shows how these two demographics break out as a percentage.

Table 3: Percentages of Local and Visitor Riders

	Residents	Visitors
Calistoga	46.49%	53.51%
St Helena	99.69%	0.31%
Yountville	90.81%	9.19%
American Canyon	100%	0.0%

Table 4 shows the cost of service for each jurisdiction. Staff used NVTA's hourly rate of $48.00 and an average cost per mile of $0.60 to factor in fuel. The numbers in Table 4 do not represent actual costs paid

Table 4: Cost of Transit Services

	Cost of Service (All Services)	Cost of Service (Shuttle Only)	Contribution of Jurisdiction	Cost to NVTA
Calistoga	$552,928.48	$308,028.96	$55,000.00	$497,928.48
St. Helena	$491,587.99	$240,494.04	$24,049.40	$467,538.58
Yountville	$565,563.17	$240,351.07	$24,035.11	$541,528.06
City of Napa	$4,335,763.82	$0.00	$0.00	$4,335,763.82
American Canyon	$731,006.71	$131,945.47	$19,791.82	$711,214.89
American Canyon (New)	$848,966.71	$249,905.47	$37,485.82	$811,480.89

Each jurisdictions contribution is slightly different. In Calistoga, the City covers the difference between fares collected and 10% of the operating costs for the shuttle. In addition, the Calistoga Tourism and Information Bureau covers the total cost of the second shuttle NVTA operates between the months of May and November – when tourist demand is higher particularly for locations that take the vehicles to tourist destinations outside the City limits. St. Helena and Yountville cover the difference between fares collected and 10% of the operating cost for each service. American Canyon being an urbanized area must cover the difference between fares collected and 15% of the

operating cost for the service. The City of Napa and the County of Napa do not contribute revenues to the Vine service.

NVTA staff calculated the subsidy per passenger for all service and shuttle service using the data in Table 4. Subsidy per passenger is the cost NVTA bears to supply service on a per passenger basis. The amounts for each jurisdiction are in Table 5.

Table 5: Subsidy per Passenger

	Subsidy per Rider (All Services)	Subsidy per Rider (Shuttle Only)	Subsidy per Resident Rider (Shuttle Only)	Subsidy per Visitor Rider (Shuttle Only)
Calistoga	$9.18	$10.96	$23.59	$20.49
St. Helena	$8.98	$12.56	$12.60	$4,008.23
Yountville	$14.11	$13.21	$14.55	$143.73
City of Napa*	$5.46	---	---	---
American Canyon	$9.72	$11.40	$11.40	$0.00
American Canyon (New)	$10.98	$13.97	$13.97	$0.00

*See note 2

Wait times are a primary component of service quality for each community shuttle. Table 6 shows the maximum, minimum, and average wait times for each shuttle over the past fiscal year. Table 7 shows the percentage of trips that fall under a specific range of times.

Table 6: Maximum, Average, and Minimum Wait Times

	Max	Average	Min
Calistoga	96	14	1
St Helena	100	11	1
Yountville	70	10	1
American Canyon	111	20	1

Table 7 represents the percentage of trips falling into different ranges of wait times. The majority of trips for all service, other than American Canyon, come in under 15 minutes of waiting. Readers should note the percentages are for *trips requested* and not riders on the system. In many cases, a single individual requests trips for groups of people.

Table 7: Percentage of Trips Requested and Shuttle Wait Times (Minutes) FY 18/19

	90 minutes and Over	60 to 90 minutes	30 to 60 minutes	10 to 30 minutes	10 to 15 minutes	Under 10 minutes
Calistoga	0.1%	0.8%	8.5%	24.7%	16.0%	49.9%
St Helena	0.1%	0.2%	3.6%	19.3%	18.1%	58.7%
Yountville	0.0%	0.1%	2.9%	17.5%	16.1%	63.4%
American Canyon	0.0%	1.7%	17.0%	36.9%	16.6%	27.8%

Notes

1) For this report, NVTA staff is using data from fiscal year 2018-19, except for the proposed new service in American Canyon and that is based on projections.
2) There is not shuttle service in the City of Napa, however, NVTA subsidizes Vine Go trips in the City of Napa at $22.52 per ride.
3) The County of Napa ridership is relatively small, and have therefore, factored into the City of Napa counts. Only two stops are strictly in the county – Oakville and Rutherford. There are some “County” riders within the City of Napa along the West Pueblo and Imola corridors but would be difficult to isolate from City riders.

November 20, 2019
NVTA Agenda Item 10.8
Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Matthew Wilcox, Principal Program Planner/Administrator
(707) 259-8635 / Email: mwilcox@nvta.ca.gov

SUBJECT: Marketing and Communication Plan Update for Vine Service Revisions

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RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive an update on the marketing efforts for the Vine service restructuring.

OTHER OPTIONS FOR CONSIDERATION

None

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The NVTA Board approved Phase II of the Vine Vision Plan at their July 17, 2019 meeting. Since that time NVTA staff has been working on finalizing the service and schedules. In addition to this planning work, NVTA staff is formulating a coordinated effort to inform the riding public of the impending changes. NVTA anticipates the changes will take effect in the first two weeks of January 2020.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Discussion

FISCAL IMPACT

Is there a Fiscal Impact? No

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability. By doing outreach, NVTA is able to connect with all demographics to keep them informed of change.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

NVTA's marketing plan is a multifaceted effort to inform the public of the changes ahead of the January 2020 start. Marketing efforts began in late September with strategic outreach sessions aimed at senior living communities in the City of Napa. NVTA staff organized these events as open houses, where residents were able to ask questions one-on-one with NVTA staff members. These events were well attended, averaging about twenty participants at each location.

In addition to the strategic marketing, NVTA staff is tabling at the Soscol Gateway Transit Center and the Redwood Park and Ride. These events allow riders to view the changes and ask any questions about the changes.

NVTA is also hosting a webpage dedicated to the new service. All printed materials about the changes, which include posters on bus shelters and signs in the buses, point riders to the webpage or customer service to get information.

These efforts are the first phase of outreach and marketing for the new service. The intent of these efforts is to prime riders to be aware of the coming changes. The primary marketing push will occur in December. NVTA hopes these events will help engage riders to a higher degree and ensure riders are not caught off guard.

In December, NVTA staff will do another cycle of targeted outreach to help riders, current and new, with trip planning, as the schedules for the new service will be in their final version. Staff will also ensure there is constant engagement on social media to help riders stay informed.

SUPPORTING DOCUMENTS

None