



625 Burnell Street, Napa CA 94559

## Napa County Transportation and Planning Agency (NCTPA)

### Board of Directors

### AGENDA

Wednesday, May 21, 2014  
1:30 PM

NCTPA/NVTA Conference Room  
625 Burnell Street  
Napa CA 94559

### General Information

*All materials relating to an agenda item for an open session of a regular meeting of the NCTPA Board of Directors are posted on our website at [www.nctpa.net/agendas-minutes/12](http://www.nctpa.net/agendas-minutes/12) 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 NCTPA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NCTPA 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 NCTPA 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, NCTPA Board Secretary, at (707) 259-8631 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 NCTPA website at [www.nctpa.net](http://www.nctpa.net), click on Minutes and Agendas – NCTPA Board or go to [www.nctpa.net/agendas-minutes/12](http://www.nctpa.net/agendas-minutes/12)*

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

**ITEMS**

1. Call to Order – Chair Keith Caldwell
2. Pledge of Allegiance
3. Roll Call

Members:

Joan Bennett	City of American Canyon
Leon Garcia, Mayor	City of American Canyon
Chris Canning, Mayor	City of Calistoga
James Barnes	City of Calistoga
Scott Sedgley	City of Napa
Jill Techel, Mayor	City of Napa
Keith Caldwell	County of Napa
Bill Dodd	County of Napa
Ann Nevero, Mayor	City of St. Helena
Peter White	City of St. Helena
Lewis Chilton	Town of Yountville
John F. Dunbar, Mayor	Town of Yountville
Beth Kahiga	Paratransit Coordinating Council

4. Public Comment
5. Chairperson’s, Board Members’ and Metropolitan Transportation Commission (MTC) Commissioner’s Update
6. Director’s Update
7. Caltrans’ Update

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

<b>8. <u>CONSENT ITEMS (8.1 – 8.4)</u></b>	<b><u>RECOMMENDATION</u></b>	<b><u>TIME</u></b>
8.1 Approval of Meeting Minutes of April 16, 2014 (Karrie Sanderlin) ( <i>Pages 8-13</i> )	APPROVE	1:40 PM
8.2 Approval of NCTPA Communications and Public Affairs Policies and Procedures Manual (Kate Miller) ( <i>Pages 14-31</i> )	APPROVE	
Board action will approve the Agency’s Communications and Public Affairs policies and procedures.		

- 8.3 Sub-Recipient Funding Agreements with the Napa County Office of Education (NCOE) (Diana Meehan) *(Pages 32-69)* APPROVE

Board action will approve a sub-recipient funding agreement with the Napa County Office of Education (NCOE) for the Safe Routes to School (SRTS) project.

- 8.4 Approval of NCTPA Agreement No. 14-05 with Lamar Transit Advertising (Tom Roberts) *(Pages 70-156)* APPROVE

Board action will authorize the Executive Director to enter into an agreement with Lamar Transit Advertising for provision of bus and bus shelter advertising services.

**9. PUBLIC HEARING**

**RECOMMENDATION**

**TIME CERTAIN**

- 9.1 Public Hearing on the NCTPA FY 2014-15 Budget, Approval of Resolution No. 14-12 Adopting the NCTPA FY 2014-15 Budget, and Approval of Resolution No. 14-13 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) for Allocation of Transit Development Act (TDA), State Transit Assistance (STA), and Regional Measure 2 (RM2) Funds (Antonio Onorato) *(Pages 157-178)*

APPROVE 1:45 PM

Board action will (1) Hold a Public Hearing on the NCTPA FY 2014-15 Budget; (2) Approve Resolution No. 14-12 adopting the NCTPA FY 2014-15 budget of \$21,012,400 and (3) Approve Resolution No. 14-13 Authorizing the Filing with the MTC for Allocation of TDA, STA, RM2 funds.

<b>10. <u>REGULAR AGENDA ITEMS</u></b>	<b><u>RECOMMENDATION</u></b>	<b><u>TIME</u></b>
<p>10.1 Update on Vision 2040: Moving Napa Forward (2015 Countywide Transportation Plan (CWTP)) Progress (Eliot Hurwitz) (<i>Pages 179-185</i>)</p> <p>The Board will receive an update on the progress on the Vision 2040: Moving Napa Forward Plan development.</p>	INFORMATION	2:00 PM
<p>10.2 Chair &amp; Vice Chair Nominating Committee for FY 2014-15 (Karrie Sanderlin) (<i>Pages 186-187</i>)</p> <p>Board action will appoint a nominating committee for the selection of the NCTPA chair and vice chair for FY 2014-15.</p>	APPROVE	2:20 PM
<p>10.3 Legislative Update and State Bill Matrix (Kate Miller) (<i>Pages 188-208</i>)</p> <p>The Board will receive the monthly Federal and State Legislative Update and consider acting on staff recommendations on state bills included on the bill matrix.</p>	INFORMATION/ ACTION	2:30 PM
<b>11. <u>CLOSED SESSION</u></b>		<b><u>TIME</u></b>
<p>11.1 <b>CONFERENCE WITH REAL PROPERTY NEGOTIATOR</b> (Government Code Section 54956.8)</p> <p><u>Property:</u> APN 046-370-024-000 <u>Agency Negotiator:</u> Kate Miller, Executive Director <u>Negotiating Parties:</u> Joe Carter, Boca Company <u>Under Negotiation:</u> Price and terms of payment</p>		2:40 PM

**12. ADJOURNMENT**

**RECOMMENDATION** 3:30 PM

12.1 Approval of Regular Meeting Date of  
June 18, 2014 and Adjournment

APPROVE

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 NCTPA offices, 625 Burnell Street, Napa, CA, by 5:00 p.m., Friday May 16, 2014.

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Karalyn E. Sanderlin, NCTPA Board Secretary

## Glossary of Acronyms

<b>AB 32</b>	Global Warming Solutions Act	<b>MTC</b>	Metropolitan Transportation Commission
<b>ABAG</b>	Association of Bay Area Governments	<b>MTS</b>	Metropolitan Transportation System
<b>ADA</b>	American with Disabilities Act	<b>NCTPA</b>	Napa County Transportation and Planning Agency
<b>BAAQMD</b>	Bay Area Air Quality Management District	<b>NEPA</b>	National Environmental Policy Act
<b>AVAA</b>	Abandoned Vehicle Abatement Authority	<b>NOC</b>	Notice of Completion
<b>BART</b>	Bay Area Rapid Transit District	<b>NOD</b>	Notice of Determination
<b>BATA</b>	Bay Area Toll Authority	<b>NOP</b>	Notice of Preparation
<b>BRT</b>	Bus Rapid Transit	<b>NVTA</b>	Napa Valley Transportation Authority
<b>Caltrans</b>	California Department of Transportation	<b>OBAG</b>	One Bay Area Grant
<b>CEQA</b>	California Environmental Quality Act	<b>PCI</b>	Pavement Condition Index
<b>CIP</b>	Capital Investment Program	<b>PDA</b>	Priority Development Areas
<b>CMA's</b>	Congestion Management Agencies	<b>PMS</b>	Pavement Management System
<b>CMAQ</b>	Congestion Mitigation and Air Quality Improvement Program	<b>Prop. 42</b>	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes
<b>CMP</b>	Congestion Management Program	<b>PSE</b>	Plans, Specifications and Estimates
<b>CTC</b>	California Transportation Commission	<b>PSR</b>	Project Study Report
<b>EIR</b>	Environmental Impact Report	<b>PTA</b>	Public Transportation Account
<b>EJ</b>	Environmental Justice	<b>RACC</b>	Regional Agency Coordinating Committee
<b>FAS</b>	Federal Aid Secondary	<b>RFP</b>	Request for Proposal
<b>FHWA</b>	Federal Highway Administration	<b>RFQ</b>	Request for Qualifications
<b>FTA</b>	Federal Transit Administration	<b>RHNA</b>	Regional Housing Needs Allocation
<b>FY</b>	Fiscal Year	<b>RM2</b>	Regional Measure 2 (Bridge Toll)
<b>GHG</b>	Greenhouse Gas	<b>RTEP</b>	Regional Transit Expansion Program
<b>HBP</b>	Highway Bridge Program	<b>RTIP</b>	Regional Transportation Improvement Program
<b>HBRR</b>	Highway Bridge Replacement and Rehabilitation Program	<b>RTP</b>	Regional Transportation Plan
<b>HIP</b>	Housing Incentive Program	<b>SAFE</b>	Service Authority for Freeways and Expressways
<b>HOT</b>	High Occupancy Toll	<b>SAFETEA-LU</b>	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users
<b>HOV</b>	High Occupancy Vehicle	<b>SCS</b>	Sustainable Community Strategy
<b>HR3</b>	High Risk Rural Roads	<b>SHOPP</b>	State Highway Operation and Protection Program
<b>HSIP</b>	Highway Safety Improvement Program	<b>SR</b>	State Route
<b>HTF</b>	Highway Trust Fund	<b>SRTS</b>	Safe Routes to School
<b>IFB</b>	Invitation for Bid	<b>SOV</b>	Single-Occupant Vehicle
<b>ITIP</b>	State Interregional Transportation Improvement Program	<b>STA</b>	State Transit Assistance
<b>JARC</b>	Job Access and Reverse Commute	<b>STIP</b>	State Transportation Improvement Program
<b>LIFT</b>	Low-Income Flexible Transportation		
<b>LOS</b>	Level of Service		
<b>MPO</b>	Metropolitan Planning Organization		

## Glossary of Acronyms

<b>STP</b>	Surface Transportation Program
<b>TCM</b>	Transportation Control measure
<b>TCRP</b>	Traffic Congestion Relief Program
<b>TDA</b>	Transportation Development Act
<b>TDM</b>	Transportation Demand Management Transportation Demand Model
<b>TE</b>	Transportation Enhancement
<b>TEA</b>	Transportation Enhancement Activities
<b>TEA 21</b>	Transportation Equity Act for the 21 <sup>st</sup> Century
<b>TFCA</b>	Transportation Fund for Clean Air
<b>TIP</b>	Transportation Improvement Program
<b>TLC</b>	Transportation for Livable Communities
<b>TLU</b>	Transportation and Land Use
<b>TMP</b>	Traffic Management Plan
<b>TMS</b>	Transportation Management System
<b>TOD</b>	Transit-Oriented Development
<b>TOS</b>	Transportation Operations Systems
<b>TPP</b>	Transit Priority Project Areas
<b>VHD</b>	Vehicle Hours of Delay
<b>VMT</b>	Vehicle Miles Traveled



625 Burnell Street, Napa CA 94559

**Napa County Transportation and Planning Agency (NCTPA)**

**Board of Directors**

**MINUTES**

**Wednesday, April 16, 2014**

**ITEMS**

**1. Call to Order**

Chair Keith Caldwell called the meeting to order at 1:34 p.m.

**2. Pledge of Allegiance**

Chair Caldwell led the salute to the flag.

**3. Roll Call**

Members Present:

Voting Power

Joan Bennett	City of American Canyon	(2)
James Barnes	City of Calistoga	(1)
Chris Canning	City of Calistoga	(1)
Scott Sedgley	City of Napa	(5)
Jill Techel	City of Napa	(5)
Keith Caldwell	County of Napa	(2)
Mark Luce	County of Napa	(2)
Ann Nevero	City of St. Helena	(1)
Peter White	City of St. Helena	(1)
John Dunbar	Town of Yountville	(1)
Margie Mohler	Town of Yountville	(1)

Members Absent: None

Leon Garcia	City of American Canyon	(2)
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Non-Voting Member Present:

Beth Kahiga	Paratransit Coordinating Council	(0)
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#### 4. Public Comment

Joel King, Napa Bike Collocation

Announced Caltrans has endorsed the use of the National Association of City Transportation Officials Urban Street Design Guide.

Announced the Napa Bike Fest will be held on Sunday, April 27, 2014.

#### 5. Chairperson's, Board Members' and Metropolitan Transportation Commission (MTC) Commissioner's Update

Board members provided updates on the status of various projects in their respective jurisdictions.

*Mark Luce*

*MTC Commissioners' Report*

Reported, in the absence of Board member Dodd who serves as the Napa representative on the MTC, that the Commission will again endorse the Vine Trail's TIGER grant application to complete the Solano segment between Redwood Road and Yountville. This is just one of seven projects endorsed by the Commission.

#### 6. Director's Update

*Kate Miller, Executive Director*

Reported that, included in the meeting handouts, the new quarterly transit dashboard shows a number of new service factors, including miles between road calls and preventable accidents.

Reported that NCTPA partnered with the City of St. Helena and submitted a joint grant application as part of the Bay Area Climate Collaborative (BACC) to the California Energy Commission's Alternative and Renewable Fuel and Vehicle Technology Program. The awards were announced on April 4. The BACC applied for \$474,000 and were awarded the entire amount. NCTPA will receive roughly \$40,000 to install three vehicle charging stations – 1 at the Soscol Gateway Transit Center (SGTC) and 2 at the Yountville Park & Ride lot including electrical infrastructure. St. Helena will receive roughly \$30,000 for an additional 2 vehicle charging stations.

Reported the title and branding for the 2015 Countywide Transportation Plan is Vision 2040: Moving Napa Forward.

Announced Eliot Hurwitz, NCTPA Planning Manager, will retire effective June 30<sup>th</sup>. Eliot has been with NCTPA since 2003. Eliot will stay on part time until the NCTPA Countywide Plan is completed.

Announced effective July 1<sup>st</sup>, Danielle Schmitz will become the Interim Planning Manager.

Announced Earth Day is April 22 and to honor this occasions, the VINE is offering free bus rides from Saturday, April 19<sup>th</sup> through Friday, April 25<sup>th</sup>.

Announced Bike to Work Day is on May 8<sup>th</sup>. NCTPA is hosting an energizer station from 3 to 6 PM at the Soscol Gateway Transit Center. The Board and members of the public are invited to participate in Bike to Work day and to join us at the energizer station.

## 7. **Caltrans' Update**

Kelly Hirschberg, Caltrans, provided an update on the status of various projects located throughout the County.

Vince Jacala, Caltrans Public Information Officer District 4, provided an update on the Hopper Sough Bridge Project. The project is scheduled to start mid-late April. Once construction begins, Highway 128 (Rutherford Road) will be closed temporarily to repair a hole on its western support wall.

## 8. **CONSENT ITEMS (8.1 – 8.5)**

**MOTION MOVED by WHITE SECONDED by BENNETT to APPROVE, Consent Items 8.1-8.5. Motion Passed 22-0.**

### 8.1 **Approval of Meeting Minutes of March 19, 2014**

### 8.2 **Approval of Amendment 1 to the Napa County Transportation and Planning Agency (NCTPA) Agreement No. 12-08**

Board action approved Amendment 1 to the NCTPA Agreement 12-08 between NCTPA and Kate Miller, Executive Director.

### 8.3 **Resolution No. 14-08 Requesting the Allocation of FY 2013-14 & 2014-15 Transportation Development Act Article 3 (TDA-3) Pedestrian/Bicycle Project Funds from the Metropolitan Transportation Commission (MTC)**

Board action approved requesting the allocation of FY 2014-15 Transportation Development Act Article 3 (TDA-3) Pedestrian/Bicycle project funds in the amount of \$312,646 from the Metropolitan Transportation Commission (MTC).

Joel King, Active Transportation Advisory Committee (ATAC) member, requested that future TDA-3 projects include more bicycle and pedestrian projects.

#### **8.4 Active Transportation Advisory Committee Appointments (ATAC)**

Board action approved the reappointment of Barry Christian to the ATAC as the representative for the City of American Canyon.

#### **8.5 Approval to Remit Payment to Veolia Transportation for Invoice 12272012-2 Dated 12/27/2012**

Board action approved payment of the Veolia Transportation invoice #12272012-2 dated 12/27/2012 in the amount of \$25,139.51.

### **9. REGULAR AGENDA ITEMS**

#### **9.1 Napa County Grand Jury 2013-2014 Final Report Napa County Transportation and Planning Agency (NCTPA) VINE: Management & Ridership for the Future**

Kate Miller, Executive Director, reviewed the Final Napa Grand Jury Report and the response to the report findings. Request was made by Member Techel to expand Clarification #3 in the response letter to the Honorable Mark A. Boessenecker to include more information on the Agency being a congestion management agency before a transit agency. Member Nevero requested that the response letter also include information on the agency's participation in the Regional Housing Needs Assessment (RHNA) process.

**MOTION MOVED** by **CANNING**, **SECONDED** by **SEDGLEY** to **APPROVE** authorizing Chair Caldwell to sign the letter to the Superior Court Justice Boessenecker responding to the report. Further that the response letter be revised to include the requests made by Members Techel and Nevero as stated above. **Motion Passed 22-0.**

#### **9.2 First Reading of Draft NCTPA FY 2014-15 Budget**

***Information Only / No Action Taken***

The Board reviewed and provided comment on the FY 2014-15 NCTPA annual operating and capital budget in the amount of \$20,795,400.

#### **9.3 Adoption of Revised NCTPA Policies, Practices and Procedures Manual Chapter 7: Finance and Grants and Rescission of Previous Version of Financial Policies**

Staff reviewed the revised NCTPA Policies, Practices and Procedures Manual Chapter 7: Finance and Grants.

**MOTION MOVED** by **CANNING**, **SECONDED** by **MOHLER** to **APPROVE** the revised NCTPA Policies, Practices and Procedures Manual Chapter 7: Finance and Grants and rescind the previous version of Financial Policies.  
**Motion Passed 22-0**

**9.4 Resolution No. 14-09 Authorizing the Procurement of Financing Instruments with Pledge of Future Revenues**

Nearly all the agency's revenue is collected on a reimbursement basis, forcing the agency to carry the costs for operating and capital purchases until revenues are deposited. To ensure adequate cash flow is available for agency operations staff recommends procuring a line of credit for up to \$3 million that can be used to satisfy short term liquidity needs and to guarantee sufficient revenues for on-going operations.

**MOTION MOVED** by **WHITE**, **SECONDED** by **DUNBAR** to (1) **AUTHORIZE** the Executive Director to enter into an agreement with the Bank of Marin on a debt financing instrument and (2) **APPROVE** Resolution 14-09 pledging revenues as collateral as a term of funding.  
**Motion Passed 22-0.**

**9.5 Napa County Transportation and Planning Agency (NCTPA) Staffing Plan**

Kate Miller, Executive Director, reviewed the proposed staffing plan for NCTPA.

**MOTION MOVED** by **WHITE**, **SECONDED** by **SEDGLEY** to **APPROVE** (1) Resolution No. 14-10 Resolution for Exception to the 180-Day Wait Period; (2) Authorize the Executive Director to hire Eliot Hurwitz, as a part-time extra help, limited-term employee, effective July 1, 2014 through June 30, 2015, for the provisions of services related to the preparation of the Napa Countywide Transportation Plan–Vision 2040: Moving Napa Forward, in an amount not to exceed \$53,684 (960 hours); (3) Approve reclassifying the Transportation Engineer position from a part-time limited term position to a full-time FLSA exempt position with an annual salary range of \$84,777-\$102,412. **Motion Passed 22-0.**

**9.6 Priority Development Area (PDA) Investment and Growth Strategy: May Update**

The Board received the PDA Investment and Growth Strategy May Update.

**MOTION MADE** by **CANNING**, **SECONDED** by **BENNETT** to **ACCEPT** and **FILE** the Priority Development Area Investment and Growth Strategy: May 2014 Update. **Motion Passed 22-0.**

## **9.7 Legislative Update and State Bill Matrix**

### ***Information Only / No Action Taken***

The Board received the monthly Federal and State Legislative Update.

Janice Killion, NCTPA Legal Counsel, announced that the Board would be adjourning to closed session for the item as noted in the agenda (Conference with Real Property Negotiator) and that no reportable action is expected.

Adjourned to Close Session at 2:55 p.m.

## **10. CLOSED SESSION**

### **10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR** (Government Code Section 54956.8)

Property: APN 046-370-024-000

Agency Negotiator: Kate Miller, Executive Director

Negotiating Parties: Joe Carter, Boca Company

Under Negotiation: Price and terms of payment

Adjourned to Open Session at 3:44 p.m.

Janice Killion, NCTPA Legal Counsel, reported there was no reportable action associated with the closed session item.

## **11. ADJOURNMENT**

### **11.1 Approval of Regular Meeting Date of May 21, 2014 and Adjournment**

The next regular meeting will be held Wednesday May 21, 2014 at 1:30 p.m.

The meeting was adjourned by Chair Caldwell at 3:44 p.m.

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Karalyn E. Sanderlin, NCTPA Board Secretary



May 21, 2014  
NCTPA Agenda Item 8.2  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Kate Miller, Executive Director  
(707) 259-8634 / Email: [kmiller@nctpa.net](mailto:kmiller@nctpa.net)  
**SUBJECT:** NCTPA Communications and Public Affairs Policies and Procedures Manual

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the NCTPA Communications and Public Affairs Policies and Procedures Manual (Attachment 1)

### **EXECUTIVE SUMMARY**

A refinement of NCTPA Policy Manual is being proposed to better serve the needs of the Agency. The Communications and Public Affairs Policies and Procedures chapter was developed to be more consistent with policies and procedures adopted by NCTPA and to improve the function of the agency.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a Fiscal Impact? No

### **CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

The purpose of this chapter is to ensure consistency in communicating to the public and to ensure information is received and understood. As a public agency, NCTPA has an obligation to ensure that members of the public are informed about the agency's responsibilities and activities. The Communications and Public Affairs chapter provides guidelines on elements of public outreach meetings, and publicizing meetings. It further establishes guidelines to improve and enhance communications through various media outlets. The policy also includes guidelines for advertising media on agency property.

**SUPPORTING DOCUMENTS**

Attachment: (1) NCTPA Communications and Public Affairs Policies and Procedures Manual

**NCTPA  
COMMUNICATIONS POLICIES AND PROCEDURES**

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## SECTION 1 - COMMUNICATIONS AND PUBLIC AFFAIRS

### 1. SUMMARY/PURPOSE

The purpose of this policy is to ensure consistency in communicating to the public and to ensure information is received and understood. Additional policies about Board and Committee Agenda Preparation and Meeting Procedure Guidelines section of the NCTPA Policies and Procedure Manual. As a public agency, NCTPA has an obligation to ensure that members of the public are informed about the agency's responsibilities and activities. The Public Communications chapter provides guidelines on elements of public outreach meetings, publicizing meetings, and communications with the press.

The policy is also intended as guidance to help meet Title VI and Environmental Justice requirements for planning processes established by the Federal Highway Administration and the Federal Transit Administration. To that end, NCTPA is committed to:

- Identify residential, employment and transportation patterns of low-income and minority populations, identify and address needs, and assure that benefits and burdens of transportation investments are fairly distributed.
- Improve public involvement processes to eliminate participation barriers and engage minority and low-income populations in transportation decisions.

### 2. POLICY

**A.** The policy is applicable to public meeting protocol, the development of public materials and communications, including but not limited to, meeting materials, press releases, letters to the editor, presentation materials, and press interviews.

#### **B. PLANS, NOTIFICATIONS AND PUBLIC MEETINGS**

##### i. Major Plans/Activities

Public Outreach and Meetings are a priority for NCTPA. Public meetings are a critical tool for communicating information about the agency's activities and plans. Public meetings should be used to inform members of the public about major planning activities and to receive public input. The number of meetings and types of meeting should be determined by the significance of the activity. Major plan updates such as the NCTPA (County?) wide Plan and the Short Range Transit Plan should involve public meetings located in central locations (e.g. City of Napa, City of American Canyon, etc.) at facilities that can accommodate and are germane to the community or sub-sector (e.g. seniors, Spanish-speaking audiences) to which the meeting is being directed.

Major plans should also engage stakeholder groups that represent a broad sector of the community. These groups include but are not limited to: seniors, Spanish-speaking community, disabled community, transit riders, bicycle community, Vintners Association, Grape Growers Association, Napa Valley Farm Bureau, Visit Napa Valley, chambers of commerce, NCTPA, City, and Town governments. Existing standing committees (i.e. Technical Advisory Committee, Vine Consumer Advisory Committee, Paratransit Coordinating Council, Active Transportation Advisory Committee) can serve to represent specific interests.

ii. Minor Plans

Minor plans and technical studies should at a minimum convene a stakeholder committee or working group of which members of the public are welcome to attend. This could include standing committees as referenced in paragraph i. above.

iii. Notification

Public meetings should be noticed 30 days in advance with a press release or published notice as well as written notification to appropriate groups which should include, at a minimum, Board and standing committee members. Notice should also be placed on the NCTPA and Ride the Vine websites. Materials should also be posted on the agenda kiosk at the Soscol Gateway Transit Center and on Vine Buses. Materials should be published in both English and Spanish.

iv. Conducting Public Meetings

Public meetings should be held in accessible and easy to find locations that can accommodate a large number of individuals, and on days and times that would generate the most participants. Materials should be available in both English and Spanish. A Spanish and American Sign Language interpreter should be engaged upon request.

Meeting materials should be printed using font large and clear enough for all participating members to understand. Visualization tools, such as maps and diagrams, should be used to help demonstrate ideas and concepts. Acronyms should be spelled out and defined on all materials.

Presentations should be clear and concise. A meeting agenda should be provided. Specific time and opportunity for public input should be designated on the agenda. Information about additional meetings and opportunity to communicate to the NCTPA Board should be shared.

## **C. Oral and Written News Media Communication**

i. Queries From and Interviews With the News Media

NCTPA staff is encouraged to work with the media on stories pertaining to NCTPA, it's projects, policies, plans, and programs. Staff members should inform their supervisors and the ED about the query or interview in the event of follow up questions.

ii. Letters to the Editor

Letters to the Editor must come from the Executive Director and only when necessary to clarify a news story or to respond to concerns heard from the public.

iii. Press Releases

Press Releases are to be used to announce public meetings, public hearings, special events, and noteworthy projects and plans. The press release should be drafted by the project manager for ED review. Once the ED has approved the press release, the press release is directed to the Administrative Department to placed on the appropriate form and distribution. The NCTPA Press Release Form is found at: <H:\NCTPA\0200 Public Communications\02 Press Releases>

**D. Presentations to Elected Boards and Councils, Civic Organizations, Non-Government Agencies, and Special Interest Groups**

i. Presentations and Meetings to Elected Boards and Other Groups

NCTPA Staff is encouraged to engage the public through various avenues including presenting to City/Town Councils, the Board of Supervisors, Civic Organizations, and other interest groups. Presentations and messaging should be approved by the ED.

## SECTION 2 - SOCIAL MEDIA USE POLICY

### 1. SUMMARY/PURPOSE

The purpose of this policy is to establish consistent standards for and ensure appropriate use of NCTPA Transportation & Planning Agency-sponsored Social Media sites for use by NCTPA staff in reaching out to the public with the intended purpose of sharing and gathering information about NCTPA and its various projects.

For the purpose of this policy “Social Media” (and Social Networking) refers to technologies that allow NCTPA staff to share pertinent and important information over the Internet with the public. Example include (but are not limited to) NCTPA websites, Facebook, Twitter, Myspace, etc. that allow NCTPA staff to communicate to a broad audience.

This policy applies to all NCTPA-sponsored Social Media sites (“NCTPA Social Media sites”) and to all NCTPA employees and approved volunteers, consultants, service providers, and contractors performing business on behalf of NCTPA. This policy is not intended to regulate the personal (non-work-related) activities of NCTPA employees, volunteers or contractors. Nevertheless, employees are cautioned that blogging under assumed names/identity about agency related affairs will not be tolerated.

### 2. POLICY

#### A. Application of Related NCTPA Policies

All official NCTPA presences on Social Media sites are subject to all related administrative policies, including, but not limited to, confidentiality, conflict of interest, general conduct and sexual harassment. Please refer to specific NCTPA policies that cover privacy and security of NCTPA technology assets (including data and information) and the Policy for Maintaining a Harassment and Discrimination Free Work Environment.

#### B. Front Page Requirements - Identification & Maintenance as a Napa NCTPA Site

To help distinguish NCTPA Social Media sites from non-professional (or personal) uses of these tools, NCTPA sites must state that they are maintained by NCTPA and that they are subject to this Social Media Policy. Each site must have the standard NCTPA Privacy and Disclaimer Notice posted on its front page. [Refer to the NCTPA Privacy and Disclaimer Notice.]

### **C. Napa NCTPA's Official Website**

NCTPA's official Website at [www.nctpa.net](http://www.nctpa.net) will remain the NCTPA's primary and predominant Internet presence.

### **D. Link back to Official NCTPA Website**

Content on NCTPA Social Media sites shall **not** be offered in lieu of official information on the NCTPA's official Website or a department's official Web pages. A NCTPA Social Media site shall contain a link back to the sponsoring department's official Website, where the announcement, press release, form(s), document(s), online services and/or other information relevant to the matter shall be posted.

### **E. Records Retention**

NCTPA Social Media site posts that are prepared, owned, used or retained by the NCTPA (including its departments), will be archived and managed in accordance with the applicable NCTPA and Department records retention schedule.

**Exception:** Comments posted back to a NCTPA Social Media site are generally transitory in nature and are not considered to be records that are required under law to be kept, or necessary or convenient to the discharge of a public officer's duties, or made for the purpose of preserving its informational content for future reference. Comments are retained only until they have been removed and destroyed unless otherwise required by law to be retained (such as where the content is subject to litigation or potential litigation or pending Public Records Act requests). [For more information refer to the NCTPA Records Management Policy.]

### **F. Public Records Act Requests for Production**

Posts on NCTPA Social Media sites that are prepared, owned, used or retained by the NCTPA, or its departments, may be considered public records subject to disclosure under the California Public Records Act ("PRA" - Government Code §§ 6250 et. seq.). Any PRA requests for the production of posts on a NCTPA Social media site shall be referred to the NCTPA Counsel's Office for review and response.

**Preparedness to Comply with PRA Requests:** The posting Department must be prepared to respond to PRA requests and e-Discovery requests.

### **G. Comments Posted Back on Social Media Sites**

- 1) A primary purpose of Social Media sites is to welcome public comment on posted topics. Wherever appropriate and possible, the NCTPA encourages the solicitation of comments on Social Media sites. Where comments are not desirable or practical, the department should carefully consider both

appropriate social media and other media tools. While the NCTPA welcomes public comment by email, letter, and phone, the receipt of public comments on a NCTPA Social Media site invites certain legal risks and administrative challenges.

2) The following requirements should be adhered to in using and managing a NCTPA Social Media site:

- a. Posting of NCTPA Privacy and Disclaimer Notice: The standard NCTPA Privacy and Disclaimer Notice must be posted on the site's front page, detailing how posts and public comments may be subject to the Public Records Act or to discovery under pending litigation.
- b. Daily Monitoring of Comments: The posting Department must dedicate sufficient resources and time on a daily basis to monitor for disallowed public comments as set forth in Section II. G.2) d. , "Disallowed Content" or to respond to requests or questions.
- c. Disabling of Public Comments: There may be occasions where disabling of public comments on a Social Media site is desirable. In these instances, comments may be invited via email to a designated NCTPA department email address that is regularly monitored. Refer to the NCTPA's Social Media Best Practices for further guidance.
- d. Disallowed Content: Users and visitors to NCTPA Social Media sites shall be notified that the intended purpose of the site(s) is to serve as a mechanism for communication between NCTPA departments and members of the public. A site that allows public comment shall inform visitors of the intended purpose of the site. The site must provide a clear statement of the discussion topic introduced for public comment so that the public is aware of the limited nature of the discussion and that inappropriate posts are subject to removal.

Napa NCTPA social media postings, articles and comments containing any of the following forms of content shall not be allowed:

- Profane language or content;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- Sexual content or links to sexual content;
- Comments in support of or opposition to political campaigns or ballot measures;
- Solicitations of commerce;
- Conduct or encouragement of illegal activity;

- Information that may tend to compromise the safety or security of the public or public systems;
  - Content that violates a legal ownership interest of any other party;
  - Comments not topically related to the particular social medium article/posting being commented upon.
  - **For site security, hypertext links in comments are prohibited.** Users may post only plain text links that they can copy and paste into a browser.
- 3) These guidelines on comments must be displayed to users (e.g. through the NCTPA Privacy and Disclaimer Notice) or made available by hyperlink. Any content removed must be retained and documented in accordance with the NCTPA's Social Media Best Practices.

## H. Content of Posts

1. **Posts Represent the NCTPA:** Employees, contractors, and other individuals authorized to use Social Media to communicate on behalf of a NCTPA department should be mindful that statements posted represent the NCTPA, including its elected officials. Therefore, employees, contractors and other authorized individuals should use discretion when posting.
2. **Purpose of Posts:** Posts should be designed to increase the public's knowledge, trust and use of NCTPA departments, programs or services.
3. **Posts for Official Business Only:** Posts should always relate to work-related matters within the subject matter jurisdiction of the posting Department and should be consistent with the NCTPA's public service mission. Only information authorized by this policy shall be posted. NCTPA staff authorized to use NCTPA Social Media sites must ensure that all information posted is professionally presented, accurate and appropriate for dissemination to the public.
4. **NCTPA Branding:** NCTPA Social Media sites must identify the department responsible for the information displayed, such as all descriptions, logos, and images representing the NCTPA services.
5. **Protection and Non-Disclosure of Confidential/Sensitive Information:** Confidential, sensitive, proprietary or non-public information must never be shared.

Information posted on NCTPA Social Media sites or links from those sites to NCTPA sites must not contain data or information that relates, or can be connected to, an individual or group of individuals containing specific health information (doctors, diagnoses, medication/prescriptions, etc), personally identifiable information (names with social security numbers, bank

accounts) or information deemed to be sensitive in nature or protected by Federal, State, or NCTPA rules and regulations.

It is the responsibility of all NCTPA staff authorized to use NCTPA Social Media sites to ensure that information posted on these sites do not contain confidential, sensitive, proprietary or personal information.

6. **Copyright Laws:** Postings must respect copyright laws, and reference or cite sources appropriately. This includes, but is not limited to, quotes, images, documents, links, etc.
  7. **No Political Advocacy or Private Commercial Activity:** Departments and their employees must not use NCTPA Social Media sites for advocacy of political purposes or to conduct private commercial activities.
  8. **No Expectation of Privacy:** Users of NCTPA Social Media sites, including employees, are cautioned not to have any expectation of privacy as to any posting.
  9. **Ongoing Monitoring and Updating of Sites:** Departments must monitor and maintain their sites, and delete or replace stale posted information in accordance with the NCTPA's Social Media Best Practices.
  10. **Right to Remove Content:** The NCTPA reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.
  11. **Disclaimer of Liability:** Users shall be informed on NCTPA Social Media sites that the NCTPA disclaims any and all responsibility and liability for any materials that the NCTPA deems inappropriate for posting, which cannot be removed in an expeditious and otherwise timely manner.
- I. **Responsibilities of Departments and Information and Technology Services**
1. **NCTPA Department Heads** are ultimately responsible and accountable for the management of department site(s) in a manner consistent with this policy and related policies and procedures, including the NCTPA's Social Media Best Practices. Department Heads must designate authorized Social Media administrators. Only authorized administrators may be permitted to respond, comment, or manage NCTPA Social Media sites. All such authorized administrators must sign and complete the Standard of Conduct Agreement. Employees who post to or respond to comments on a NCTPA Social Media site and who are not authorized as Social Media administrators may be subject to disciplinary action.
  2. **NCTPA Information Technology Services ("ITS")** is responsible for:

- Jointly working with the ED and NCTPA Counsel to develop and administer usage standards, guidelines and procedures, and training for all approved “Social Media” tools.
- Providing guidelines and standards for the security and protection of NCTPA information and technology from destructive cyber incidents.

**J. Related Documents**

- NCTPA Privacy and Disclaimer Notice
- Social Media Use Policy - Acknowledgement Form
- NCTPA’s Social Media Best Practices
- Records Management Policy

**K. Enforcement**

Violators of this policy may be subject to appropriate disciplinary action, up to and including employment termination, termination of agreements, denial of service, and/or legal penalties, both criminal and civil.

## SECTION 3 - PUBLIC RECORDS REQUESTS

### 1. SUMMARY/PURPOSE

The purpose of this policy is to ensure a communications standard and responsiveness to the public when a public record request has been made of the agency or of an individual staff member.

### 2. POLICY

#### A. Statutory Requirements

As a public agency, NCTPA is subject to the disclosure of public records pursuant to California Government Code 6250-6270. The Code requires that public agency respond with in 10 days. A response may be delayed not more than 14 days if an "unusual circumstance" can be substantiated.

#### B. Responsibility and Processing

All requests received should be submitted to the Administrative Manager and noticed should be given to the ED. Staff members responsible for administering public records requests are required to be familiar with the statutory requirements. The Administrative Manager is responsible for clarification of any requests that are made and for identifying and assigning staff members necessary to complete the request. The ED shall be notified if anticipated delay beyond the statutory guidelines is likely.

#### C. Records

To avoid duplication of work and to ensure information is retained in a way that would assist staff or legal counsel in the event of further legal action, all documents requesting public records and all documents provided shall be maintained on the agency's main drive at: [H:\NCTPA\1000\\_Congestion Management Authority\Public Records Requests](H:\NCTPA\1000_Congestion_Management_Authority\Public_Records_Requests)

If the number of documents is so large that it will cause unnecessary use of storage space, a list of the records provided and their location should be saved in lieu of the actual documents.

## SECTION 4 - Advertising Policies and Guidelines

### 1. SUMMARY/PURPOSE

The purpose of the Advertising Policies and Guidelines is to adhere to a set of standards for advertising on NCTPA properties. Property includes all buildings, buses, shelters, stops, park and rides, websites, applications, and social media sites owned and/or operated by NCTPA.

### 2. POLICY

1) NCTPA intends that its vehicles and facilities constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth herein. Certain forms of paid advertising will not be permitted for placement or display on or in NCTPA facilities or vehicles. Unpaid advertisements will not be permitted with the exception of government or non-profit agency public service announcements in designated areas and NCTPA operational and promotional material.

2) **The NCTPA will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances.**

3) **NCTPA will not display or permit to be displayed any advertisement that falls with one or more of the following categories:**

- A. **Demeaning or Disparaging.** The advertisement contains material that demeans or disparages an individual, group of individuals or entity. For purposes of determining whether an advertisement contains such material, NCTPA will determine whether a reasonably prudent person, knowledgeable of NCTPA's customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of an individual, group of individuals or entity.
- B. **Tobacco.** The advertisement promotes the sale or use of tobacco or tobacco related products, or depicts such products.
- C. **Alcoholic Beverages Marketed to Youth.** The advertisement promotes the sale to or consumption by persons under the age of twenty-one years of age of beer, wine or distilled spirits.
- D. **Profanity.** The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.

- E. **Graffiti.** The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.
- F. **Human or Animal Graphics.** The advertisement contains graphics that include, but are not limited to, the depiction of a human or animal body or body parts, or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement.
- G. **Violence.** The advertisement either (1) contains an image or description of graphic violence, including, but not limited to the depiction of weapons or other implements or devices used in the advertisement to depict an act or acts of violence or harm to a person or animal; or (2) the advertisement or any material contained therein, incites or encourages, or appears to incite or encourage, violence or violent behavior.
- A. **Unlawful Goods or Services.** The advertisement, or any material contained in it, promotes or encourages the use or possession of unlawful or illegal goods or services.
  - I. **Unlawful or Detrimental Conduct.** The advertisement, or any material contained in it, promotes or encourages unlawful or illegal behavior or activities, or behavior that promotes activities that are detrimental to the maintenance and safe operation of the NCTPA system.
  - J. **False or Deceptive Commercial Speech.** The advertisement proposes a commercial transaction and the advertisement, or any material contained in it, is clearly false or deceptive.
  - K. **Libelous, Copyright or Patent Infringement.** The advertisement, or any material contained in it, is libelous, or an infringement of a copyright or a patent or is otherwise unlawful, illegal or likely to subject NCTPA to litigation.
  - L. **Obscenity or Nudity.** The advertisement contains obscene material or images of nudity. For purposes of these guidelines, the term “obscene matter” shall have the meaning set forth in California penal Code Section 311.
  - M. **Prurient Interest.** The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of human activity in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term “minor” shall have the meaning contained in California Penal Code Section 313.
  - N. **“Adult”-oriented Goods or Services.** The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to,

or uses brand names, trademarks, slogans or other materials which are identifiable with films rated "X" or "NC-17," adult books stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.

- O. **Endorsement.** The advertisement, or any material contained in it, implies or declares an endorsement by NCTPA, its directors, management or employees of any service, product, or point of view, without the express prior written authorization of the NCTPA Board of Directors.
  - P. **Injurious to NCTPA and its Mission.** The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, denigrates NCTPA or promotes alternatives to NCTPA in a manner that directly impairs NCTPA ridership and/or revenue.
- 4) NCTPA will allow political candidate advertising on a first come, first served basis. All political advertising material shall state, "paid political advertising" and shall comply with all election and campaign laws and regulations. All political advertising shall be paid in full and in advance of installation and all political advertising shall be charged at a printed rate card fee. Such advertising shall be removed within 15 days of the date of any election to which the advertising relates.



May 21, 2014  
NCTPA Agenda Item 8.3  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY **Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Assistant Program Planner/Administrator  
(707) 259-8327 / Email: [dmeehan@nctpa.net](mailto:dmeehan@nctpa.net)  
**SUBJECT:** Sub-Recipient Funding Agreements with the Napa County Office of Education (NCOE)

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the Sub-recipient Funding Agreement (Attachment 1) with the Napa County Office of Education (NCOE) for the Safe Routes to School pass through funds.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

The NCTPA Board approved Napa County's Safe Route to School (SRTS) project on May 13, 2013. A sub-recipient agreement between an agency that has a Master Agreement with Caltrans and Napa County Office of Education (NCOE) is required for NCOE to be able to receive federal funds. NCTPA will serve as the pass through agency for the SRTS funds.

### **PROCEDURAL REQUIREMENTS**

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

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**FISCAL IMPACT**

Is it Currently Budgeted? Yes

Where is it Budgeted? Public Transit

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact? No

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

As part of the current cycle of Federal transportation funding, Napa County has been allocated \$420,000 for SRTS programs. The project summarized below was awarded funding May 17, 2013:

1. The Napa Valley Office of Education (NCOE) – The project will fund the NCOE Bike and Pedestrian Safety program for three years. The program will reach students in every school in Napa County by providing multiple components based on student grade level, offering age appropriate instruction, brochures with tips for safe walking and riding, reflectors and colored vests. NCOE staff will also work within the community to raise awareness about the value of biking and walking. The funding request is **\$420,000**.

An authorization agreement (E-76) was issued by Caltrans on March 17, 2014 permitting the program to proceed according to the work plan. NCTPA carries a Master Agreement with Caltrans for project funding. To allow funding to pass through to NCOE, NCTPA policy requires a sub-recipient agreement between NCTPA and NCOE.

**SUPPORTING DOCUMENTS**

Attachment: (1) Sub-Recipient Funding Agreement

**RECIPIENT FUNDING AGREEMENT FOR SAFE ROUTES TO SCHOOL FUNDS  
BETWEEN THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY  
AND  
THE NAPA COUNTY OFFICE OF EDUCATION  
(Project # NAP130002)**

This Recipient Funding Agreement (hereinafter "Sub-Agreement") is made by and between the Napa County Transportation and Planning Agency, a joint powers authority consisting of the cities of American Canyon, Calistoga, Napa, and St. Helena, Town of Yountville, and the County of Napa, (hereinafter "NCTPA"), and the Napa County Office of Education (NCOE), (hereinafter "Recipient").

**RECITALS**

**WHEREAS**, NCTPA entered into a Funding Agreement dated April 3, 2002, (hereinafter "Master Agreement") providing for NCTPA's receipt, allocation and expenditure of certain "Safe Routes to School" funds (hereinafter "SRTS funds"); and

**WHEREAS**, NCTPA is obligated, pursuant to the Master Agreement, to require various commitments from any recipients of the SRTS funds allocated by NCTPA pursuant to the Master Agreement; and

**WHEREAS**, NCTPA is the project sponsor for the Safe Routes to School, ("Project") which is a qualifying project under the terms of Master Agreement; and

**WHEREAS**, Recipient is providing a Countywide Safe Routes to School Program; and

**WHEREAS**, Recipient is entitled to an allocation of SRTS funds upon completion of the Project or various phases thereof.

**AGREEMENT**

**NOW THEREFORE, NCTPA AND RECIPIENT HEREBY ENTER INTO THIS RECIPIENT FUNDING AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS:**

**A. Project and Funding Identification:**

1. The project description to which this Sub-Agreement applies is set forth in Exhibit A, entitled "Program Proposal," which is attached hereto and incorporated herein by this reference.

2. The maximum funding amount allocated pursuant to this Recipient Agreement is (\$420,000) as set forth in Exhibit A. SRTS funding for the project shall be disbursed on a cost reimbursement basis and shall not exceed the amount allocated.

3. Disbursement of funding hereunder is at all times subject to receipt by NCTPA of funds under the Master Agreement.

**B. Recipient Agrees:**

1. To be bound and abide by any and all applicable provisions of the Master Agreement between NCTPA and the Caltrans dated May 16, 2012 which is attached hereto as Exhibit B and is incorporated herein by this reference. Where the Master Agreement requires NCTPA to require a particular item or obligation of a recipient, Recipient agrees to be bound by and comply with the item or obligation being required.

2. To cooperate with NCTPA and do all such things, provide all such documentation and take all such actions as shall be reasonably requested by NCTPA to facilitate Recipient's and NCTPA's compliance with the Master Agreement and this Agreement.

3. To submit invoices to NCTPA on a quarterly basis (ending September 30, December 31, March 31, and June 30), but in no case more than ninety (90) days after Project completion.

4. To comply with all project monitoring requirements set forth in Exhibit A.

5. Recipient acknowledges and guarantees that the projects for which this SRTS funding is allocated are qualifying projects under to the Master Agreement.

6. To return to the NCTPA any SRTS funds and/or associated interest which are allocated pursuant to this Sub-Agreement and which have not been expended on the Project, on or by July 1, 2017, 5 years from the date of the Master Funding Agreement, unless a project schedule beyond this date has been approved by the NCTPA.

**C. NCTPA Agrees:**

1. To forward the SRTS funds allocated for the Project in a reasonable and timely manner following receipt and approval of a timely invoice submitted by Recipient.

**D. It Is Mutually Agreed:**

1. Term: This Sub -Agreement shall remain in effect for two (2) years after the completion of all the projects listed in Exhibit A, unless it is terminated earlier as provided below.

2. Termination:

a. Prior to distribution of the SRTS funds to Recipient, either party may terminate this Sub-Agreement at any time by giving written notice of termination to the other party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least sixty (60) days before the effective date of such termination.

b. This Sub-Agreement shall automatically terminate at the end of the fiscal year during which the Napa County Transportation and Planning Agency loses designation as NCTPA for Napa County, unless NCTPA's rights and obligations arising from this Sub-Agreement are validly assigned or transferred as set forth below. NCTPA shall provide written notice of termination, pursuant to this clause, to Recipient at least sixty (60) days prior to the effective date of termination, unless the loss of designation as NCTPA occurs within sixty (60) days of the end of the fiscal year, in which case notice of termination shall be provided within ten (10) days of the loss of designation.

c. This Sub-Agreement shall terminate in the event that the Master Agreement between NCTPA and Caltrans is terminated. NCTPA shall provide written notice of termination to Recipient at least sixty (60) days prior to the effective date of termination, or as soon as possible after receiving notice of termination from the Caltrans if such notice is received less than 60 days prior to any such termination.

3. Indemnity: Recipient shall indemnify, defend with counsel approved by NCTPA, and hold harmless, NCTPA and its member jurisdictions, and their respective officials, officers, directors, employees, agents, and volunteers, from and against any and all claims, allegations, suits, actions, causes of action, loss, damages, expense and costs (including, without limitation, costs and fees obligation) of every nature arising out of or in connection with performance of work hereunder, including, but not limited to, performance of work on the Project, or Recipient's failure to comply with any of its obligations contained in this Sub-Agreement, except such losses or damages which are caused by the sole negligence or willful misconduct of NCTPA.

Recipient shall also indemnify, defend and hold harmless, NCTPA and Caltrans from and against all claims, suits or actions from and against which NCTPA must indemnify and save harmless NCOE, which result from the performance by Recipient of its duties under this Sub-Agreement.

4. Notice: All notices and other communications required or permitted to be given under this Sub-Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

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

TO RECIPIENT: Joshua Shultz, Chief Business Official  
NCOE  
2121 Imola Avenue  
Napa, CA 94559

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days following the date of deposit with the United States Postal Service.

5. Assignability: Neither party to this Sub-Agreement shall assign or transfer any interest in this Sub-Agreement nor the performance of any duties or obligations hereunder, without the prior written consent of the other party, and any attempt by either party to so assign or transfer this Sub-Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

6. Governing Law: NCTPA and Recipient agree that the law governing this Sub-Agreement shall be that of the State of California.

7. Venue: In the event that suit shall be brought by either party to this Sub-Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Napa, and venue for federal court shall be the Northern District of California.

8. Interpretation: Each party has reviewed this Sub-Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Sub-Agreement shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Sub-Agreement.

9. Force Majeure: Neither the NCTPA nor the Recipient shall be liable or deemed to be in default for any delay or failure in performance under this Sub-Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the NCOE, NCTPA or Recipient.

10. Controlling Provisions: In the event of a conflict between the provisions of this Sub-Agreement and those of the Master Agreement set forth in Exhibit B, the terms and conditions of this Sub-Agreement shall be controlling as to the parties to this Sub-Agreement.

11. Prior Agreements and Amendments: This Sub-Agreement, including Exhibits A and B hereto, represent the entire agreement of the parties with respect to the subject matter described in this Sub-Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein. This Sub-Agreement may only be modified by a written amendment duly executed by the parties hereto.

**WITNESS THE EXECUTION HEREOF** on the day and year first herein below written.

**Napa County Transportation and Planning Agency**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kate Miller  
NCTPA Executive Director

**"RECIPIENT"**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joshua Shultz, Chief Business Official  
Napa County Office of Education

Approved as to form

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Janice Killion  
NCTPA Legal Counsel

## EXHIBIT "A"

Project Proposal to: NCTPA SRTS Funding 2013-2016  
Program: Napa County Office of Education SRTS Continuation Program

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Napa County Office of Education is the county's provider of Safe Routes to Schools (SRTS) programming, and has received continuous funding for direct "non-Infrastructure" services from CalTrans and NCTPA since 2007. This proposal is to request the available \$420,000 of Napa County SRTS funding to continue the service and expand into all schools in the county over the next three fiscal years (July 2013 – June 2016). As detailed below, NCOE is a capable provider with ample experience and momentum to maintain the strong program of educational services for biking and walking to school.

### Agency Overview

Napa County Office of Education's School & Community Partnership Projects Division (SCPP) operates more than 15 federal, state and local grants that "engage the community, various funding sources, and schools to promote safe and healthy environments in which Napa County students can learn, develop and thrive." Projects include a Drug Free Communities Support program, Emergency Response and Crisis Management project, Foster Youth and Homeless Support, Counseling Services, Pregnancy Prevention, Gang and Violence Prevention, School Safety Committees, After School Programs and much more. Together, these \$4 million+ of independently funded projects fall under the School and Community Partnership Project Division, to work collaboratively in the County of Napa. The focus of the School and Community Partnership Project Division is to work together to improve student engagement, health and academic success.

### Existing Program Overview

Napa County Office of Education received Safe Routes to School Program funding in 2007. The Napa County Office of Education's Safe Routes to School (SRTS) Program has operated continuously since that time, expanding to include additional funding resources (Napa County Transportation & Planning Agency Congestion Mitigation and Air Quality Improvement funds (CMAQ) and local contributions), and has conducted activities at 16 elementary, middle and high schools in Napa County. The program, staffed by employees of Napa County Office of Education has gone into the partner schools to provide services. The program has created strong partnerships with Napa County Transportation Planning Agency and local police departments. Additionally, the program is highly supported by the Bicycle Coalition, Safe Kids Committee and local hospitals and has strong collaborative relationships with the National Safe Routes to School Partnership and other regional SRTS programs.

The NCOE SRTS program is prepared to leverage NCTPA funding with existing and new resources. The program has a fleet of bicycles for use in classroom lessons with students for safe riding classes. Credentialed instructors are already trained to provide in-class and after school lessons and activities for students. The program has been heavily focused on improving air quality around schools by reducing motor vehicle traffic. Presentation materials and awareness materials regarding bike trails (Vine Trail), walking paths, family fun activities and more, are already designed and available to be distributed into the schools. Activities of the SRTS program in Napa County in the past few years have included:

- Bike rodeos for all students in grades K-6 at 12 elementary schools
- Distribution of safety equipment including reflectors and helmets at 12 elementary schools
- 10 hours (two weeks) of safe bicycle riding lessons in 4<sup>th</sup> and 5<sup>th</sup> grade classrooms at Napa County elementary schools
- Parent presentations about safe walking and riding at elementary schools
- Safe Walking presentations in 2<sup>nd</sup>-3<sup>rd</sup> grade classrooms at elementary schools
- Integration of NCOE, Napa County Transportation and Planning Agency, law enforcement and hospital programs to support youth safety
- Bicycle and walking groups and clubs in middle and high schools

### Program Proposal

The SRTS Bike and Pedestrian Safety program will reach students in every school in Napa County. The program will provide multiple components based on student grade level, offering age appropriate instruction. Brochures with tips for safe walking and riding, reflectors and brightly colored vests will be offered to all participants.

In elementary school, students will be provided a two week long intensive class designed to teach riding and walking to and from school. The 10 lesson program moves from school to school and leaves students excited about biking and walking. Trained instructors use a curriculum that aligns with content standards for physical education and health.

In middle school, youth will continue to be engaged during their after school program and through clubs. Students will learn to ride bikes safely, repair flat tires and how to maintain a bike. The program is supported in part by the after school program providers in a sustainable collaborative relationship.

High school students will be engaged in bicycling and walking through advocacy campaigns and clubs. Students will be invited to attend the well-established Eagle Cycling Club and Napa County Active Transportation Advisory Committee to give a youth perspective to the conditions of biking all over Napa County. This will build a sense of ownership from the students on the biking clubs and motivates them to participate in more coordinated student bike rides. High school students will be trained as volunteers to assist with riding programs for younger students, promoting cycling at all ages.

In addition to instruction and groups, staff will also work within the community to raise awareness and educate the public about the value of biking and walking. Staff coordinates parent informational meetings about pedestrian and biking safety, Walk and Roll days, Bike Rodeos, Walking School Buses and outreach at community events. Continuing education and training will be provided for staff to keep current with the safest and most effective instruction. In 2012, Walk to School Day was held at multiple elementary schools across the county, with leaders such as Mayor Jill Techel, Supervisors Dillon and Caldwell, and Superintendent Barbara Nemko welcoming walkers to school.

District wide Bike Rodeos will continue to be held twice per year at elementary schools who would like the service. The Bike Rodeos are a partnership with the Napa Police Department, Safe Kids Napa Valley and Napa County Office of Education where students from all grade levels are taught bike safety laws from a police officer and are offered a free helmet.

The program will also continue to conduct Bike to School Day each May & Walk to School Day each October. The Program Coordinator and safety instructors will work with school staff to organize booths to be set up at each participating school site to welcome students that walk or ride to school. Raffle tickets will be given to students for prizes that will be donated by community businesses. Publicity for the events will feature student art work from contests conducted at each school. Walking school buses and bike trains will be organized by safety instructors who will work with school staff to select a meeting spot within 1 mile of the school and a safe route to follow to the school with a group. Local media will be notified of the events to cover.

The program will also be evaluated and data will be reviewed regularly for continuous program improvement efforts. In 2011, NCOE added questions to the "California Healthy Kids Survey", conducted biannually for all 5, 7, 9 and 11<sup>th</sup> graders, to find out more about youth biking and walking habits. Data will be used to help identify areas of need in the community. Within the SRTS program, pre and post surveys will be administered to students and parents at each participating school site at the beginning and end of each program to measure program impact. Raffle tickets will be given to students when they turn in parent surveys and prizes that are donated by local businesses will be given to the raffle winners.

**Napa County Office of Education**

**Safe Routes to School Expansion Program Proposal- Budget**

Description	2013-2014	2014-2015	2015-2016	3-Year Total
<u>Salaries</u>				
.65 FTE Program Coordinator @ \$68000	\$ 44,200.00	\$ 44,200.00	\$ 44,200.00	\$ 132,600.00
Lead Instructor 40 weeks, 30 hours/week, \$25/hr	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 90,000.00
.75 FTE Contract Assistant	\$ 31,800.00	\$ 31,800.00	\$ 31,800.00	\$ 95,400.00
<u>Benefits</u>				
Calculated at NCOE rate for mandatory benefits plus health for salary staff	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 79,500.00
<u>Supplies</u>				
Instructional supplies, office supplies, helmets, vests, riding gear	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 16,500.00
<u>Travel</u>				
Annual bicycle conferences for 2 staff- Pro Walk/Pro Bike Conference and National Bike Summit	\$ 3,000.00			\$ 3,000.00
mileage @ 55.5cents/mile or current Federal rate x45 miles/month	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
<u>Indirect- Federal rate: 10.43% (ineligible for reimbursement from SRTS/CalTrans)</u>				
<u>TOTAL</u>	\$ 142,500.00	\$ 139,500.00	\$ 138,000.00	\$ 420,000.00

# **Master Agreement State Funded Transit Projects**



## **California Department of Transportation**

**DIVISION OF MASS TRANSPORTATION  
1120 N STREET, ROOM 3300  
P. O. BOX 942874, MS-39  
SACRAMENTO, CA 94274-0001  
PHONE (916) 657-3876**

**EXHIBIT "B"**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MASS TRANSPORTATION**

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**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MASS TRANSPORTATION**

**MASTER AGREEMENT  
STATE FUNDED TRANSIT PROJECTS**

**Effective Date of this Agreement:** April 3, 2002

**Termination Date of this Agreement:** April 3, 2022

**Recipient:** Napa County Transportation & Planning Agency

**APPLICABLE FUNDING SOURCES COVERED BY THIS AGREEMENT WILL BE  
IDENTIFIED IN EACH SPECIFIC PROGRAM SUPPLEMENT  
ADOPTING THE TERMS OF THIS AGREEMENT**

- ◆ **General Fund**
- ◆ **State Highway Account**
- ◆ **Public Transportation Account**
- ◆ **Transportation Investment Fund**
- ◆ **Traffic Congestion Relief Fund (TCR), GC 14556.40**
- ◆ **Clean Air and Transportation Improvement Act of 1990 (PROP. 116) Bond Fund**
- ◆ **Other State Funding Sources**

This AGREEMENT, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, hereinafter referred to as **RECIPIENT**, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as **STATE**.

**ARTICLE I - PROJECT ADMINISTRATION**

**Section 1. Program Supplement**

*A. General*

- (1) This AGREEMENT shall have no force and effect with respect to any PROJECT unless and until a separate PROJECT specific "PROGRAM SUPPLEMENT – STATE FUNDED TRANSIT PROJECT(S)," hereinafter referred to as "PROGRAM SUPPLEMENT," adopting all of the terms and conditions of this AGREEMENT has been fully executed by both **STATE** and **RECIPIENT**.
- (2) **RECIPIENT** agrees to complete each defined PROJECT, or the identified PROJECT Phase/Component thereof, described in the PROGRAM SUPPLEMENT adopting all of the terms and conditions of this AGREEMENT.

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Napa County Transportation & Planning Agency

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- (3) A financial commitment of actual PROJECT funds will only occur in each detailed and separate PROGRAM SUPPLEMENT. No funds are obligated by the prior execution of this AGREEMENT alone.
- (4) **RECIPIENT** further agrees, as a condition to the release and payment of the funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants and Conditions attached to or made a part of the PROGRAM SUPPLEMENT identifying and defining the nature of that specific PROJECT.
- (5) The PROGRAM SUPPLEMENT shall include: a detailed Scope of Work conforming to the included Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required by the applicable Program Guidelines.
  - a. The Scope of Work shall include a detailed description of the PROJECT and will itemize the major tasks and their estimated costs.
  - b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.
  - c. The Overall Funding Plan shall itemize the various PROJECT Components, the committed funding program(s) or source(s), and the matching funds to be provided by **RECIPIENT** and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
  - d. The Project Financial Plan shall identify estimated expenditures for each PROJECT Component by funding source.
- (6) Adoption and execution of the PROGRAM SUPPLEMENT by **RECIPIENT** and **STATE**, incorporating the terms and conditions of this AGREEMENT into the PROGRAM SUPPLEMENT as though fully set forth therein, shall be sufficient to bind **RECIPIENT** to these terms and conditions when performing the PROJECT. Unless otherwise expressly delegated to a third-party in a resolution by **RECIPIENT**'s governing body, which delegation must be expressly assented to and concurred in by **STATE**, the PROGRAM SUPPLEMENT shall be managed by **RECIPIENT**.
- (7) The estimated cost and scope of each PROJECT will be as described in the applicable PROGRAM SUPPLEMENT. **STATE** funding participation for each PROJECT is limited to those amounts actually encumbered by **STATE** as evidenced in that applicable PROGRAM SUPPLEMENT. A contract awarded by **RECIPIENT** for PROJECT work in an amount in excess of said approved estimate or the PROGRAM SUPPLEMENT funding limit may exceed any said PROGRAM SUPPLEMENT cost estimate and the limits of **STATE**'s participation provided:
  - a. **RECIPIENT** provides the necessary additional funding, or
  - b. A cost increase in **STATE**'s share of PROJECT funding is first requested by **RECIPIENT** (before the cost overrun occurs) and that increase is approved by

## EXHIBIT "B"

**STATE** in the form of an Allocation Letter comprising the encumbrance document for that increased **STATE** funding level.

- (8) State programmed fund amounts may be increased to cover **PROJECT** cost increases only if:
  - a. Such funds are available;
  - b. **STATE** concurs with that proposed increase; and
  - c. **STATE** issues an approved Allocation Letter, Fund Shift Letter, or a Time Extension Letter with additional funding as stated in an executed amendment to that **PROGRAM SUPPLEMENT**.
  
- (9) When additional State programmed funds are not available, **RECIPIENT** agrees that reimbursements of invoiced **PROJECT** costs paid to **RECIPIENT** will be limited to, and shall not exceed, the amounts already approved in the **PROGRAM SUPPLEMENT** containing the **STATE** approved encumbrance documents and that any increases in **PROJECT** costs above that **STATE** supported funding level must be defrayed by **RECIPIENT** with non-State funds.
  
- (10) For each approved **PROGRAM SUPPLEMENT**, **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of appropriate matching funds (other than State funds) if any matching funds are specified within the **PROGRAM SUPPLEMENT**, or any attachment thereto, toward the actual cost of the **PROJECT** or the amount, if any, specified in an executed SB 2800 (Streets and Highways Code section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than the required match amount toward the cost of the **PROJECT** in accordance with a schedule of payments as shown in a Project Financial Plan prepared by **RECIPIENT** as part of a **PROGRAM SUPPLEMENT**.
  
- (11) Upon the stated expiration date of this **AGREEMENT**, any **PROGRAM SUPPLEMENTS** executed under this **AGREEMENT** for a **PROJECT** with work yet to be completed pursuant to the approved Project Schedule shall be deemed to extend the term of this **AGREEMENT** only to conform to the specific **PROJECT** termination or completion date contemplated by the applicable **PROGRAM SUPPLEMENT** to allow that uncompleted **PROJECT** to be administered under the extended terms and conditions of this **AGREEMENT**.

### B. *Project Overrun*

- (1) If **RECIPIENT** and **STATE** determine, at any time during the performance of a **PROJECT**, that the **PROJECT** budget may be exceeded, **RECIPIENT** shall take the following steps:
  - a. Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify

potential cost savings or other measures which **RECIPIENT** will institute to bring the Project Budget into balance; and

- b. Schedule the projected overrun for discussion at the next Quarterly Review meeting; and
- c. Identify the source of additional **RECIPIENT** or other third party funds that can be made available to complete PROJECT.

#### C. *Scope of Work*

- (1) **RECIPIENT** shall be responsible for complete performance of the work described in the approved PROGRAM SUPPLEMENT for the PROJECT related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.
- (2) **RECIPIENT** acknowledges and agrees that **RECIPIENT** is the sole control and manager of each PROJECT and its subsequent employment, operation, repair and maintenance for the benefit of the public. **RECIPIENT** shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which these funds are derived, (b) the California Transportation Commission (CTC), (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable PROGRAM SUPPLEMENT, and (f) this AGREEMENT.

#### D. *Program Supplement Amendments*

PROGRAM SUPPLEMENT amendments will be required whenever there are CTC-approved changes to the cost, scope of work, or delivery schedule of a PROJECT from those specified in the original PROJECT Application and the original PROGRAM SUPPLEMENT. Those changes shall be mutually binding upon the Parties only following the execution of a PROGRAM SUPPLEMENT amendment.

### Section 2. Allowable Costs and Payments

#### A. *Allowable Costs and Progress Payment Vouchers*

- (1) Not more frequently than once a month, but at least quarterly, **RECIPIENT** will prepare and submit to **STATE** (directed to the attention of the appropriate State District Transit Representative) signed Progress Payment Vouchers for actual PROJECT costs incurred and paid for by **RECIPIENT** consistent with the Scope of Work document in the PROGRAM SUPPLEMENT and **STATE** shall pay those uncontested allowable costs once the voucher is approved. If no costs were incurred during any given quarter, **RECIPIENT** is exempt from submitting a signed Progress Payment Voucher; but is still required to present a progress report at each Quarterly Review.

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- (2) **STATE** shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the **PROJECT** Financial Plan. However, accelerated reimbursement of **PROJECT** funds in excess of the amounts indicated in the Project Financial Plan, cumulatively by fiscal year, may be allowed at the sole discretion of **STATE** if such funds are available for encumbrance to fulfill that need.
- (3) Each such voucher will report the total of **PROJECT** expenditures from all sources (including those of **RECIPIENT** and third parties) and will specify the percent of State reimbursement requested and the fund source. The voucher should also summarize State money requested by **PROJECT** component (environmental and permits, plans specifications, and estimates (PS&E); right of way; construction; rolling stock; or--if bond funded--private activity usage) and phase, and shall be accompanied by a report describing the overall work status and progress on **PROJECT** tasks. If applicable, the first voucher shall also be accompanied by a report describing any tasks specified in the **PROGRAM SUPPLEMENT** which were accomplished prior to the Effective Date of this **AGREEMENT** or the **PROGRAM SUPPLEMENT** with costs to be credited toward any required local contribution described in Article II, Section 1 of this Agreement (but only if expended pursuant to any applicable prior executed Agreement for Local Match Fund Credit between **RECIPIENT** and **STATE**).
- (4) An Indirect Cost Rate Proposal and/or Central Service Cost Allocation plan and related documentation approved under cognizant agency regulations are to be provided to **STATE** (Caltrans Audits & Investigations) annually for their review, and approval and filing prior to **ADMINISTERING AGENCY** seeking reimbursement of indirect costs incurred within each fiscal year being claimed for reimbursement.

### B. *Advance Payments (TCR Projects Only)*

- (1) Advance reimbursements or payments by **STATE** are not allowed except in the case of TCR funded Projects, and only then when expressly authorized by the CTC.
- (2) In order to receive a CTC approved TCR payment advance, **RECIPIENT** must provide duplicate signed invoices to **STATE** requesting payment of that authorized advance.
- (3) For TCR Projects approved for advanced payment allocation by the CTC, said advance payment shall be deposited by **RECIPIENT** in an interest bearing account held by institutions with long-term credit ratings of "AA" or better from at least two nationally recognized credit rating agencies, or in instruments issued by and secured by the full faith and credit of the U.S. Government or by an agency of the U.S. Government. No TCR interest earnings may be spent on the **PROJECT**. Interest earned shall be recorded and documented from the time the TCR funds are first deposited in **RECIPIENT**'s account until all the approved TCR advance funds have been expended or returned to **STATE** together with all accrued interest. Interest earned shall be reported to **STATE**'s Project Coordinator on an annual basis and upon the final **PROJECT**

payment when interest earnings, overpayments, and unexpended advanced TCR funds shall be returned to **STATE** no later than thirty (30) days after **PROJECT** completion or termination of the **PROGRAM SUPPLEMENT**, whichever is first in time.

- (4) Advanced funds are to be expended only as indicated in the approved TCR Application. **RECIPIENT** must be able to document the expenditures/disbursement of funds advanced to only pay for actual allowable **PROJECT** costs incurred.
- (5) Except as expressly allowed hereinbelow, non-TCR funds and TCR project funds not authorized for advance payment can only be released by **STATE** as reimbursement of actual allowable **PROJECT** costs already incurred and paid for by **RECIPIENT** no earlier than the effective date of this **AGREEMENT** and not incurred beyond the **AGREEMENT/PROGRAM SUPPLEMENT** Termination Date.
- (6) Where advance payments are authorized in a **PROGRAM SUPPLEMENT**, **RECIPIENT** must report and document the expenditure/disbursement of funds advanced to pay for actual eligible **PROJECT** costs incurred, at least quarterly, using a Progress Payment Voucher to be approved by **STATE**'s District Project Administrator.

#### C. *Expedited Payments*

Should **RECIPIENT** have a valid Memorandum of Understanding (MOU) for "Expedited Payment" on file with **STATE**'s Accounting Service Center, **RECIPIENT** will, not more frequently than as authorized by that MOU, prepare and submit to **STATE** an Expedited Payment Invoice for reimbursements that are consistent with that MOU, this **AGREEMENT**, and the applicable **PROGRAM SUPPLEMENT**. Expedited Payments are subject to policies established in the Caltrans Accounting Manual. One time payments and final payments eligible for expedited pay pursuant to this Section will have ten percent (10%) of each invoice amount withheld until **PROJECT** completion and **STATE** has evaluated **RECIPIENT**'s performance and made a determination that all requirements assumed under this **AGREEMENT** and the relevant **PROGRAM SUPPLEMENT** have been satisfactorily fulfilled by **RECIPIENT**.

#### D. *Advance Expenditure of Local Funds*

Government Code section 14529.17 (AB 872) allows public agencies to expend their own funds on certain programmed projects prior to the CTC's allocation of funds, and, upon receipt of CTC approval, to then seek reimbursement for those allowable prior expenditures following execution of a **PROGRAM SUPPLEMENT** wherein **STATE** acknowledges and accepts those statutorily authorized prior expenditures as a credit towards a required **RECIPIENT** match, (if any) or as eligible **PROJECT** expenditures for reimbursement.

#### E. *Travel Reimbursement*

Payments to **RECIPIENT** for **PROJECT** related travel and subsistence expenses of **RECIPIENT** forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid rank and file State employees under current

State Department of Personnel Administration (DPA) rules. If the rates invoiced by **RECIPIENT** are in excess of those authorized DPA rates, then **RECIPIENT** is responsible for the cost difference, and any overpayments inadvertently paid by **STATE** shall be reimbursed to **STATE** by **RECIPIENT** on demand.

#### F. *Final Invoice*

The PROGRAM SUPPLEMENT Termination Date refers to the last date for **RECIPIENT** to incur valid PROJECT costs or credits and is the date that the PROGRAM SUPPLEMENT expires. **RECIPIENT** has one hundred and eighty (180) days after that Termination Date to make already incurred final allowable payments to PROJECT contractors or vendors, prepare the PROJECT Closeout Report, and submit the final invoice to **STATE** for reimbursement of allowable PROJECT costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any PROJECT costs. **RECIPIENT** expressly waives any right to allowable reimbursements from **STATE** pursuant to this AGREEMENT for costs incurred after that termination date and for costs invoiced to **RECIPIENT** for payment after that one hundred and eightieth (180<sup>th</sup>) day following the PROJECT Termination Date.

## ARTICLE II – GENERAL PROVISIONS

### Section 1. Funding

#### A. *Local Match Funds*

Subparagraphs “(1) and (2)” within this Section 1.A. apply only to those PROJECTS where the PROJECT funding is programmed to require a local match. (See individual Program Guidelines for specific funding requirements).

- (1) Except where specifically allowed by the applicable PROGRAM SUPPLEMENT, reimbursement of and credits for local matching funds will be made or allowed only for work performed after the Effective Date of a PROGRAM SUPPLEMENT and prior to the Termination Date unless permitted as local match PROJECT expenditures made prior to the effective date of the PROGRAM SUPPLEMENT pursuant to Government Code section 14529.17 or by an executed SB 2800 Agreement for Local Match Fund Credit.
- (2) **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the PROGRAM SUPPLEMENT or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than its required match amount toward the PROJECT cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by **RECIPIENT** and approved by **STATE** as part of a PROGRAM SUPPLEMENT.

### B. *Funding Contingencies*

Delivery by **STATE** of all funds encumbered to reimburse allowable **PROJECT** costs pursuant to this **AGREEMENT** is contingent upon prior budget action by the Legislature, fund allocation by the CTC or the United States Department of Transportation, and submittal by **RECIPIENT** and approval by **STATE** of all **PROJECT** documentation, including, without limitation, that required by Government Code section 14085. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, **RECIPIENT** shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the **PROGRAM SUPPLEMENT** will be amended to reflect the resultant necessary changes in **PROJECT** funding, scope, or scheduling.

### C. *Funds Movement*

**RECIPIENT** shall not make any proposed changes in any of the four **PROJECT** expenditure Components (Environmental and Permits, PS&E, Right-of-Way and Construction), including major equipment acquisitions without prior written **STATE** approval. **STATE** will also determine whether those proposed changes are significant enough to warrant CTC review. Specific rules and guidelines regarding this process may be detailed in the applicable CTC Resolutions, including, but not limited to, numbers G-06-04 and G-06-20 or their successors.

## Section 2. Audits and Reports

### A. *Cost Principles*

- (1) **RECIPIENT** agrees to comply with Title 2 Code of Federal Regulations 225 (2 CFR 225) Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) **RECIPIENT** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving **PROJECT** funds as a contractor or sub-contractor under this **AGREEMENT** shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (3) Any **PROJECT** costs for which **RECIPIENT** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 225, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **RECIPIENT** to **STATE**. Should

**RECIPIENT** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, **STATE** is authorized to intercept and withhold future payments due **RECIPIENT** from **STATE** or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

**B. Record Retention**

- (1) **RECIPIENT** agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred **PROJECT** costs and matching funds by line item for the **PROJECT**. The accounting system of **RECIPIENT**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **RECIPIENT**, its contractors and subcontractors connected with **PROJECT** performance under this **AGREEMENT** and each **PROGRAM SUPPLEMENT** shall be maintained for a minimum of three (3) years from the date of final payment to **RECIPIENT** under a **PROGRAM SUPPLEMENT** and shall be held open to inspection, copying, and audit by representatives of **STATE**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **RECIPIENT**, its contractors, and subcontractors upon receipt of any request made by **STATE** or its agents. In conducting an audit of the costs and match credits claimed under this **AGREEMENT**, **STATE** will rely to the maximum extent possible on any prior audit of **RECIPIENT** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **RECIPIENT**'s external and internal auditors may be relied upon and used by **STATE** when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **RECIPIENT**'s contracts with third parties pursuant to Government Code section 8546.7, **RECIPIENT**, **RECIPIENT**'s contractors and subcontractors and **STATE** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such **AGREEMENT** and **PROGRAM SUPPLEMENT** materials available at their respective offices at all reasonable times during the entire **PROJECT** period and for three (3) years from the date of final payment to **RECIPIENT** under any **PROGRAM SUPPLEMENT**. **STATE**, the California State Auditor, or any duly authorized representative of **STATE** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a **PROJECT** for audits, examinations, excerpts, and transactions, and **RECIPIENT** shall furnish copies thereof if requested.

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- (3) **RECIPIENT**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of any investigation to ascertain compliance with this **AGREEMENT**.

### C. *Quarterly Review*

- (1) Subject to the discretion of **STATE**, **RECIPIENT** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of each **PROJECT**. **RECIPIENT** agrees, during each quarterly progress review, to inform **STATE** regarding:
  - a. Whether the **PROJECT** is proceeding on schedule and within budget;
  - b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in a **PROGRAM SUPPLEMENT**;
  - c. Major construction accomplishments during the quarter;
  - d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
  - e. The status of the **PROJECT** budget; and
  - f. The status of critical elements of **PROJECT**.
- (2) Quarterly reviews of **RECIPIENT** progress will include consideration of whether reported implementation activities are within the scope of the **PROJECT PROGRAM SUPPLEMENT** and in compliance with State laws, regulations, and administrative requirements.

## Section 3. Special Requirements

### A. *California Transportation Commission (CTC) Resolutions*

- (1) **RECIPIENT** shall adhere to applicable CTC policies on "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of TCR funds; and Resolution G-09-11, adopted October 14, 2009, to provide guidance for the use of Proposition 116 and STIP funds. These resolutions, and/or successor resolutions in place at the time a **PROGRAM SUPPLEMENT** is executed, shall be applicable to all Prop 116, STIP and TCR funds, respectively.
- (2) **RECIPIENT** shall be bound to the terms and conditions of this **AGREEMENT**; the **PROJECT** application contained in the **PROGRAM SUPPLEMENT** (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the **PROGRAM SUPPLEMENT** is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of **STATE** and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary

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enforcement action by CTC or STATE. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the PROGRAM SUPPLEMENT is signed (if applicable) shall also be considered to be binding provisions of this AGREEMENT.

- (3) **RECIPIENT** shall conform to any and all permit and mitigation duties associated with PROJECT as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a PROGRAM SUPPLEMENT is signed, as applicable, at the expense of **RECIPIENT** and/or the responsible party and without any further financial contributions or obligations on the part of **STATE** unless a separate PROGRAM SUPPLEMENT expressly provides funding for the specific purpose of hazardous materials remediation.

### B. *RECIPIENT Resolution*

- (1) **RECIPIENT** has executed this AGREEMENT pursuant to the authorizing **RECIPIENT** resolution, attached as Attachment II to this AGREEMENT, which empowers **RECIPIENT** to enter into this AGREEMENT and which may also empower **RECIPIENT** to enter into all subsequent PROGRAM SUPPLEMENTS adopting the provisions of this AGREEMENT.
- (2) If **RECIPIENT** or **STATE** determines that a separate Resolution is needed for each PROGRAM SUPPLEMENT, **RECIPIENT** will provide information as to who the authorized designee is to act on behalf of the **RECIPIENT** to bind **RECIPIENT** with regard to the terms and conditions of any said PROGRAM SUPPLEMENT or amendment and will provide a copy of that additional Resolution to **STATE** with the PROGRAM SUPPLEMENT or any amendment to that document.

### C. *Termination*

- (1) **STATE** reserves the right to terminate funding for any PROGRAM SUPPLEMENT upon written notice to **RECIPIENT** in the event that **RECIPIENT** fails to proceed with PROJECT work in accordance with the PROGRAM SUPPLEMENT, the bonding requirements, if applicable, or otherwise violates the conditions of this AGREEMENT and/or the PROGRAM SUPPLEMENT or the funding allocation such that substantial performance is significantly endangered.
- (2) No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **RECIPIENT** either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, **RECIPIENT** proceeds thereafter to complete the cure in a manner and time line acceptable to **STATE**. Any such termination shall be accomplished by delivery to **RECIPIENT** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the

period before the effective termination date, **RECIPIENT** and **STATE** shall meet to attempt to resolve any dispute.

- (3) Following a fund encumbrance made pursuant to a **PROGRAM SUPPLEMENT**, if **RECIPIENT** fails to expend TCR/GENERAL FUND monies by June 30 of any applicable Fiscal Year that those funds would revert, those funds will be deemed withdrawn and will no longer be available to reimburse **PROJECT** work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to **RECIPIENT** by **STATE**.
- (4) In the event **STATE** terminates a **PROGRAM SUPPLEMENT** for convenience and not for a default on the part of **RECIPIENT** as is contemplated in C (1) and (2) above of this Section 3, **RECIPIENT** shall be reimbursed its authorized costs up to **STATE**'s proportionate and maximum share of allowable **PROJECT** costs incurred to the date of **RECIPIENT**'s receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by **RECIPIENT** to effect such termination following receipt of that termination notice.

*D. Third Party Contracting*

- (1) **RECIPIENT** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this **AGREEMENT** without the prior written approval of **STATE**. Contracts awarded by **RECIPIENT**, if intended as local match credit, must meet the requirements set forth in this **AGREEMENT** regarding local match funds.
- (2) Any subcontract entered into by **RECIPIENT** as a result of this **AGREEMENT** shall contain the provisions of **ARTICLE II – GENERAL PROVISIONS**, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subcontractors.
- (3) To be eligible for local match credit, **RECIPIENT** must ensure that local match funds used for the **PROJECT** meet the General Provisions requirements outlined in this **ARTICLE II** in the same manner as required of all other **PROJECT** expenditures.
- (4) In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This AGREEMENT and the resultant PROGRAM SUPPLEMENTS may be modified, altered, or revised only with the joint written consent of **RECIPIENT** and **STATE**.

F. *Project Ownership*

- (1) Unless expressly provided to the contrary in a PROGRAM SUPPLEMENT, subject to the terms and provisions of this AGREEMENT, **RECIPIENT**, or a designated subrecipient acceptable to **STATE**, as applicable, shall be the sole owner of all improvements and property included in the PROJECT constructed, installed or acquired by **RECIPIENT** or subrecipient with funding provided to **RECIPIENT** under this AGREEMENT. **RECIPIENT**, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the PROJECT dedicated to the public transportation purposes for which PROJECT was initially approved unless **RECIPIENT**, or subrecipient, as applicable, ceases ownership of such PROJECT property; ceases to utilize the PROJECT property for the intended public transportation purposes; or sells or transfers title to or control over PROJECT and **STATE** is refunded the Credits due **STATE** as provided in paragraph (4) herein below.
- (2) Should State bond funds be encumbered to fund any part of a PROJECT under this AGREEMENT, then, at **STATE**'s option, before **RECIPIENT** will be permitted to make any proposed change in use, **RECIPIENT** shall be required to first obtain a determination by Bond Counsel acceptable to the State Treasurer's Office and **STATE** that a change in the operation, proportion, or scope of PROJECT as originally proposed by **RECIPIENT** will not adversely affect the tax exempt status of those bonds.
- (3) PROJECT right-of-way, PROJECT facilities constructed or reconstructed on a PROJECT site and/or PROJECT property (including vehicles and vessels) purchased by **RECIPIENT** (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this AGREEMENT) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the PROGRAM SUPPLEMENT and related Bond Fund Certification documents, if applicable, unless **STATE** agrees otherwise in writing. Vehicles acquired as part of PROJECT, including, but not limited to, buses, vans, rail passenger equipment and ferry vessels, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this AGREEMENT, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements.
- (4) (a) Except as otherwise set forth in this Section 4, **STATE**, or any other **STATE**-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at **STATE**'s sole option, equivalent to the proportionate PROJECT funding participation received by **RECIPIENT** from

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**STATE** if **RECIPIENT**, or a sub-recipient, as applicable, (i) ceases to utilize **PROJECT** for the original intended public transportation purposes or (ii) sells or transfers title to or control over **PROJECT**. If federal funds (meaning only those federal funds received directly by **RECIPIENT** and not federal funds derived through or from the State) have contributed to the **PROJECT**, **RECIPIENT** shall notify both **STATE** and the original federal source of those funds of the disposition of the **PROJECT** assets or the intended use of those sale or transfer receipts.

- (b) **STATE** shall also be entitled to an acquisition Credit for any future purchase or condemnation of all or portions of **PROJECT** by **STATE** or a designated representative or agent of **STATE**.
- (c) The Credit due **STATE** will be determined by the ratio of **STATE**'s funding when measured against the **RECIPIENT**'s funding participation (the Ratio). For purposes of this Section 4, the State's funding participation includes federal funds derived through or from **STATE**. That Ratio is to be applied to the then present fair market value of **PROJECT** property acquired or constructed as provided in (d) and (e) below.
- (d) For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by **STATE**, of the **PROJECT** property acquired or improved under this **AGREEMENT**.
- (e) Such Credit due **STATE** as a refund shall not be required if **RECIPIENT** dedicates the proceeds of such sale or transfer exclusively to a new or replacement **STATE** approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due **STATE** should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.
  - (1) In determining the present fair market value of property for purposes of calculating **STATE**'s Credit under this **AGREEMENT**, any real property portions of a **PROJECT** site contributed by **RECIPIENT** shall not be included. In determining **STATE**'s proportionate funding participation, **STATE**'s contributions to third parties (other than **RECIPIENT**) shall be included if those contributions are incorporated into the **PROJECT**.
  - (2) Once **STATE** has received the Credit as provided for above because **RECIPIENT**, or a sub-recipient, as applicable, has (a) ceased to utilize the **PROJECT** for the described intended public transportation purpose(s) for which **STATE** funding was provided and **STATE** has not consented to that cessation of services or (b) sold or transferred title to or control over **PROJECT** to another

party (absent **STATE** approval for the continued transit operation of the **PROJECT** by that successor party under an assignment of **RECIPIENT**'s duties and obligations), neither **RECIPIENT**, subrecipient, nor any party to whom **RECIPIENT** or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this **AGREEMENT** to continue operation of **PROJECT** and/or **PROJECT** facilities for those described public transportation purposes, but may then use **PROJECT** and/or any of its facilities for any lawful purpose.

- (3) To the extent that **RECIPIENT** operates and maintains Intermodal Transfer Stations as any integral part of **PROJECT**, **RECIPIENT** shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of **STATE**, **RECIPIENT** shall also authorize State-funded bus services to use those stations and appurtenances without any charge to **STATE** or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).
- (4) Special conditions apply to any proposed sale or transfer or change of use as respects **PROJECT** property, facilities or equipment acquired with tax free State bond funds and **RECIPIENT** shall conform to those restrictions as set forth herein and in said bonds.

#### *G. Disputes*

**STATE** and **RECIPIENT** shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, **RECIPIENT** shall submit to the **STATE**'s District Contract Manager or designee a written demand for a decision regarding the disposition of any dispute arising under this agreement. The District Contract Manager shall make a written decision regarding the dispute and will provide it to the fund **RECIPIENT**. The fund **RECIPIENT** shall have an opportunity to challenge the District Contract Manager's determination but must make that challenge in writing within ten (10) working days to the Mass Transportation Program Manager or his/her designee. [If the fund **RECIPIENT** challenge is not made within the ten (10) day period, the District Contract Manager's decision shall become the final decision of the **STATE**.] **STATE** and **RECIPIENT** shall submit written, factual information and supporting data in support their respective positions. The decision of the Mass Transportation Program Manager or his/her designee shall be final, conclusive and binding regarding the dispute, unless **RECIPIENT** commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### *H. Hold Harmless and Indemnification*

- (1) Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **RECIPIENT**, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this **AGREEMENT** or any **PROGRAM SUPPLEMENT** or as respects environmental clean up obligations or duties of **RECIPIENT** relative to **PROJECT**. It is also understood and agreed that, **RECIPIENT** shall fully defend, indemnify and hold the **CTC** and **STATE** and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this **AGREEMENT** and all **PROGRAM SUPPLEMENTS**.
- (2) **RECIPIENT** shall indemnify, defend and hold harmless **STATE**, the **CTC** and the State Treasurer relative to any misuse by **RECIPIENT** of State funds, **PROJECT** property, **PROJECT** generated income or other fiscal acts or omissions of **RECIPIENT**.

#### I. *Labor Code Compliance*

**RECIPIENT** shall include in all subcontracts awarded using **PROJECT** funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the **RECIPIENT**.

#### J. *Non-Discrimination*

- (1) In the performance of work under this **AGREEMENT**, **RECIPIENT**, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, family and medical care leave, pregnancy leave, and disability leave. **RECIPIENT**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **RECIPIENT**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this **AGREEMENT** by reference and made a part hereof as if set forth in full. Each of **RECIPIENT**'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

- (2) Should federal funds be constituted as part of PROJECT funding or compensation received by **RECIPIENT** under a separate Contract during the performance of this AGREEMENT, **RECIPIENT** shall comply with this AGREEMENT and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.
- (3) **RECIPIENT** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

*K. State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, **RECIPIENT** shall request that the State Fire Marshal review PROJECT PS&E to ensure PROJECT consistency with State fire protection standards.

*L. Americans with Disabilities Act*

By signing this Master Agreement, **RECIPIENT** assures **STATE** that **RECIPIENT** shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

*M. Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. **RECIPIENT** will award no construction contract unless **RECIPIENT**'s plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

*N. Disabled Veterans Program Requirements*

- (1) Should Military and Veterans Code sections 999 et seq. be applicable to **RECIPIENT**, **RECIPIENT** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **RECIPIENT**'s applicable higher goals) in the award of every contract for PROJECT work to be performed under these this AGREEMENT.
- (2) **RECIPIENT** shall have the sole duty and authority under this AGREEMENT and each PROGRAM SUPPLEMENT to determine whether these referenced code sections are applicable to **RECIPIENT** and, if so, whether good faith efforts asserted by those contractors of **RECIPIENT** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

**O. Environmental Process**

Completion of the PROJECT environmental process ("clearance") by **RECIPIENT** (and/or **STATE** if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting PROJECT funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any PROJECT effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

**ARTICLE III – SPECIAL PROVISIONS****Section 1. Bond Provisions** (Applicable only to State Bond Funding encumbered against a specific Program Supplement).**A. General Bond Provisions**

- (1) If **RECIPIENT** enters into a management contract with a private party (including AMTRAK) for operation of rail, ferry or other transportation services in connection with PROJECT, **RECIPIENT** will obtain prior approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 97-13 (as supplemented or amended) or any successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable. **RECIPIENT** must also be prepared to certify, upon request of **STATE**, that the revenues which **RECIPIENT** (or its manager) will receive directly from the operation of transportation services in connection with PROJECT (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are, for any fiscal year, less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **RECIPIENT**).
- (2) Except as provided in this Article III, A (1), **STATE** and **RECIPIENT** agree that any costs of PROJECT acquired or constructed by **RECIPIENT** allocable to portions of PROJECT which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests, not generally enjoyed by the public (hereinafter referred to as "Non-Governmentally Used Property" or "NUP") shall require the prior approval of **STATE** and the State Treasurer, as applicable. If **RECIPIENT** receives any revenues or profits

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- from any NUP activities allowed pursuant to this Article (whether approved at this time or hereafter approved by **STATE**), **RECIPIENT** agrees that such revenues or profits shall be used exclusively for the public transportation services for which **PROJECT** was initially approved, either for capital improvements or operating costs. If **RECIPIENT** does not so dedicate those revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to the Ratio of **STATE**'s percentage of participation in **PROJECT**.
- (3) Notwithstanding the foregoing, **RECIPIENT** may be authorized to receive an allocation of bond proceeds for NUP activity, in an amount not to exceed the amount specified in the **PROGRAM SUPPLEMENT**, if **RECIPIENT** submits a certified bond certification questionnaire to the **STATE**, and both the **STATE** and the State Treasurer approve the private activities contained therein.
  - (4) **RECIPIENT** shall not loan any portion of bond proceeds funding **PROJECT** to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement that is the economic equivalent of a loan, regardless of how it is named.
  - (5) Delivery by **STATE** of any bond funds is contingent on the sale of bonds by the State Treasurer. **STATE** shall not be held liable for any resulting damage or penalty to **RECIPIENT** in the event bond sales are delayed, canceled, or downsized or other **AGREEMENT** funds are restricted, limited or otherwise conditioned by acts of Congress, the Internal Revenue Service, the United States Department of Transportation, the Legislature, or the CTC.
  - (6) **RECIPIENT** shall, for the purposes of any State bond funded right of way acquisition which will become a permanent part of **PROJECT** (such acquisitions exclude temporary construction easements, property allocated to matching funds, and excess property purchased with State funds whose resale proceeds are returned or credited to **STATE**), maintain ownership of such **PROJECT** property for a minimum of twenty years or until the bonds have matured, whichever occurs first, before transferring or selling such property (subject to all refunds or Credits due **STATE** as provided hereinabove).
  - (7) Where **RECIPIENT**'s **PROJECT** includes a commuter rail **PROJECT** within the meaning of Proposition 116, **RECIPIENT** shall coordinate and share with other public transit operators any rail rights-of-way, common maintenance services and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.
  - (8) **RECIPIENT** agrees that all passenger vehicles, rail, and water borne ferry equipment, and all facilities acquired or constructed with Proposition 116 bond funds shall be accessible to persons with physical disabilities, including wheelchair users, at all stops, stations and terminals, whether or not staffed.

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- (9) NUP shall, for accounting and bookkeeping purposes, first be allocated to funding sources other than the State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square meters/feet of the area encumbered by the NUP lease or easement relative to the total area acquired or constructed if all such area is of approximately equal value.
- (10) NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights), and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **RECIPIENT**, provided that the sales agreement appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article III to the contrary, **RECIPIENT** may allocate grant funds to the cost of any NUP if (a) neither **RECIPIENT** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of the NUP, or (b) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.
- (11) **RECIPIENT** shall request, in writing, **STATE**'s advance approval if **PROJECT** funds are to be allocated to any NUP except "incidental use" property described below. If property, the costs of which have previously been allocated to **PROJECT** funds, is to become NUP before the State bond funds are fully paid or redeemed, then **RECIPIENT** may allocate the costs of such property to another funding source as provided or obtain **STATE**'s approval that the allocation of the costs of such property to the bond funds may remain. It is anticipated that **STATE**'s approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with **PROJECT** and its described purpose.
- (12) For purposes of these fund source allocations, **RECIPIENT** does not have to consider NUP as including those "incidental uses" of **PROJECT** (for example, advertising billboards, vending machines, telephones, etc.) which meet the applicable requirements of federal tax regulations (IRS Notice 87-69 or any successor thereto). In general, such Notice requires that the incidental use not be physically separated from the rest of **PROJECT** and not comprise, in the aggregate, more than 2-1/2% of the total costs of **PROJECT**.

### Section 2. TCRP PROJECTS

The TRAFFIC CONGESTION RELIEF (TCR) ACT OF 2000 (the "ACT"), was added (in Chapter 4.5, commencing with section 14556) to part 5.3 of Division 3 of Title 2 of the Government Code by AB 2928 and SB 406, as amended by SB 1662 and AB 1705. As directed

**EXHIBIT "B"**

by the ACT and the CTC established Guidelines (as set out in CTC Resolution G-06-04), and as those Guidelines may be amended prior to the execution of a future PROGRAM SUPPLEMENT, said Guidelines shall apply to each TCRP funded PROJECT. By this reference, those Guidelines are made an express part of this AGREEMENT and shall apply to each TCRP funded PROJECT. **RECIPIENT** will cause its specific TCRP mandated Resolution to be attached as part of any TCRP funded PROGRAM SUPPLEMENT as a condition precedent to the acceptance of TCR ACT funds for that PROJECT.

**Section 3. PROJECT MANAGEMENT**

- (1) **STATE's PROJECT** administrator for this AGREEMENT shall be the chief of the State Transit Grants Branch of the Division of Mass Transportation. **RECIPIENT's** General Manager, Executive Director or a Designee as named in writing to **STATE** following execution of this AGREEMENT shall be the administrator acting for **RECIPIENT**.
- (2) **PROGRAM SUPPLEMENT** administrators for **STATE** shall be the applicable District Division Chief for Planning and for **RECIPIENT**, the designee named in the applicable PROGRAM SUPPLEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MASS TRANSPORTATION**

**NAPA COUNTY TRANSPORTATION  
& PLANNING AGENCY**

**BY:** \_\_\_\_\_  
TERRY FARRIS, Chief  
State Transit Grants Branch

**BY:** \_\_\_\_\_  
PAUL W. PRICE  
Executive Director

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**BY:** \_\_\_\_\_  
TODD VAN SANTEN  
Attorney

**EXHIBIT "B"**

Napa County Transportation & Planning Agency  
Master Agreement No. 64A0127 A01  
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**ATTACHMENT I**

**CTC RESOLUTION G-91-2**

Passed by the CTC on February 21, 1991

**CALIFORNIA TRANSPORTATION COMMISSION  
RESOLUTION G-91-2**

**Commission Policy Resolution for Hazardous Waste Identification  
and Cleanup for Rail Right-of-Way**

WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and

WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals, (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and

WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and

WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and

WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and

WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and

WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and

WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover clean-up-costs is established and executed as a condition prior to title transfer; and

WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and

NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation; and

## EXHIBIT "B"

-2-

BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes, which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicant that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- that all rail right-of-way acquisition properties have been investigated and have been found clean;
- or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;
  
- or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the **STATE** for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup; damages, or liability costs associated with hazardous wastes on or below the acquired property's surface.

**EXHIBIT "B"**

Napa County Transportation & Planning Agency  
Master Agreement No. 64A0127 A01  
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**ATTACHMENT II**

**(INSERT AGENCY BOARD RESOLUTION)**

**See Sample at**

**[http://www.dot.ca.gov/hq/MassTrans/state\\_grants.html](http://www.dot.ca.gov/hq/MassTrans/state_grants.html)**

**under Transit Forms**



May 21, 2014  
NCTPA Agenda Item 8.4  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Tom Roberts, Manager of Public Transit  
(707) 259-8635/ Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** Approval of NCTPA Agreement No. 14-05 with Lamar Transit Advertising

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to enter into NCTPA Agreement No. 14-05 with Lamar Transit Advertising for the provision of bus and bus shelter advertising services.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

One proposal was received in response to Request for Proposals (RFP) 2013-04 seeking qualified firms to provide bus and bus shelter advertising services. After evaluation of the proposal, staff recommends awarding Lamar Transit Advertising a three-year contract with two one-year options.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a Fiscal Impact? NCTPA will receive revenues generated from the exclusive use of buses and bus shelters for commercial advertising. As this is a new contract and revenue will be a percentage of net proceeds, no estimation of the amount anticipated can be made at this time.

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## **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**

Transit agencies traditionally receive significant revenue from bus and bus shelter advertising. The recruitment, management and placement of such advertising are often contracted to outside firms. Because the Napa advertising market is relatively small, the agency has had difficulty attracting either large advertisers or experienced placement firms.

On December 20, 2013, NCTPA released a joint RFP with SolTrans, and the cities of Dixon, Vacaville and Fairfield to garner interest for on-bus and shelter advertising services. The purpose of the joint procurement was to provide a larger geographic and demographic advertising opportunity for prospective bidders, and because previous attempts to attract advertising services for just the VINE had failed.

NCTPA received one proposal from Lamar Transit Advertising which is a wholly owned subsidiary of Lamar Advertising (Lamar). Lamar was founded in 1902 and became public in 1996. It is one of the world's largest outdoor advertising companies with an enterprise value of \$6.9 billion.

Lamar manages nearly 70 advertising agreements with transit agencies across North America. Lamar's Bay Area transit clients include SAMTRANS, Golden Gate Bridge Transportation, TriValley LAVTA, San Jose VTA, Central Contra Costa (CCCTA), Eastern Contra Costa (TriDelta) and Western Contra Costa (WestCAT).

NCTPA would receive revenues of 45% of the net monthly advertising revenue. Net revenue is the gross sales revenue from the advertiser minus the cost to produce and install the advertising.

Staff researched Lamar's references and has determined that Lamar has satisfactorily met all requirements of the RFP. Therefore, staff recommends awarding Lamar Transit Advertising a three-year contract with two potential one-year options.

## **SUPPORTING DOCUMENTS**

Attachment: (1) Draft NCTPA Agreement No. 14-05

# DRAFT

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

### NCTPA AGREEMENT NO. 14-05

THIS AGREEMENT is made and entered into as of this **1st** day of **July 2014**, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and **Lamar Transit Advertising** whose mailing address is **754 South 200 West, Salt Lake City, UT 84101**, hereinafter referred to as "CONTRACTOR";

### RECITALS

**WHEREAS**, NCTPA wishes to obtain specialized services in order to obtain advertising services; and

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

### TERMS

**NOW, THEREFORE**, NCTPA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCTPA in accordance with the terms and conditions set forth herein, RFP #2013-04, and CONTRACTOR's proposal. In the event of a conflict, the terms of this Agreement shall control:

1. **Term of the Agreement.**

(a) The term of this Agreement shall commence on the date first above written and **shall expire on June 30, 2017** unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

(b) The Agreement may be extended for two (2) one (1) year terms upon agreement of the Parties under the same terms and conditions.

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

# DRAFT

3. **Compensation.** CONTRACTOR will compensate NCTPA based upon advertising sales in accordance with CONTRACTOR's proposal dated March 13, 2014 and as outlined in EXHIBIT C of this agreement.

4. **Method of Payment.** CONTRACTOR agrees to make payment to NCTPA based upon conditions outlined in EXHIBIT C.

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

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

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

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

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

# DRAFT

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 ONEMILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

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

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

# DRAFT

or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NCTPA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NCTPA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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

11. **Termination for Convenience.** This Agreement may be terminated by NCTPA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA.

# DRAFT

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

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

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

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

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

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

CONTRACTOR  
Casey Sexton  
Vice President & US Territory Manager  
Lamar Transit Advertising  
754 South 200 West  
Salt Lake City, UT 84101

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

# DRAFT

herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCTPA employees or contractors.

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

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

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

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

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

17. **No Assignments or Subcontracts.**

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

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

# DRAFT

CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

19. **Interpretation; Venue.**

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

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

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws, 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

# DRAFT

comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NCTPA by the State of California pursuant to Agreement between NCTPA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

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

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

# DRAFT

CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NCTPA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

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

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

# DRAFT

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.

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

“NCTPA”

“CONTRACTOR”

Lamar Transit Advertising

By \_\_\_\_\_  
Kate Miller, Executive Director

By \_\_\_\_\_  
Casey Sexton, Vice President &  
US Territory Manager

ATTEST:

By \_\_\_\_\_  
Karalyn E. Sanderlin, Board Secretary

By \_\_\_\_\_  
NAME, Position

Approved as to Form:

By \_\_\_\_\_  
NCTPA Counsel

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## EXHIBIT A

### SCOPE OF WORK

Services to be provided under this agreement include, but are not limited to those required to achieve the following:

1. To generate revenue, NCTPA shall make available advertising space ("Base Advertising Space") on its bus/vehicle fleet, selected bus shelters, benches, and passenger facilities.

(a) Bus/vehicle space includes whole bus advertising, exterior signage panels (king, queen, tails, and other premium-sized products), and interior vehicle signage space. Full or partial bus wraps may be approved at the sole discretion of NCTPA on a case by case basis. See EXHIBIT D and E.

(b) Bus shelters space includes benches and shelters listed in the original Request for Proposals (RFP # 2013 -04 for NCTPA operated transit services only).

(c) Passenger facility advertising space includes kiosks and dioramas available at Transit Centers.

2. In addition to the sales of advertising space, this agreement includes servicing and maintenance of the advertising space and provision and installation of any needed display racks. Any damage caused to the exterior/interior of buses/vehicles, such as paint discoloration, etc. caused by direct applications to vehicles shall be the sole responsibility of the CONTRACTOR.

3. The intent of this Agreement is to maximize the revenues generated by the sale of transit-related advertising media. CONTRACTOR should display creativity in identifying additional advertising opportunities beyond those already noted.

4. NCTPA will lease/license to the CONTRACTOR advertising space inside and outside of revenue vehicles and inside and outside transit centers/stations as well as any other areas proposed by the CONTRACTOR and accepted by NCTPA. The CONTRACTOR shall have exclusive advertising rights in these areas.

5. The CONTRACTOR is expected to make every effort to sell the maximum amount of space that is available. Outside of the bus space not sold will first be made available to non-profit or public service advertisers according to rate card fees. If space remains unsold, the CONTRACTOR shall then make the space available to NCTPA for self-promotions.

For interior rack cards, NCTPA reserves the right to place advertisements for self-promotions or general welfare public service announcements at no charge. 10% of the interior rack card space of each bus shall be reserved for this purpose.

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6. CONTRACTOR personnel shall wear a distinguishable name tag/identification card while working at NCTPA locations.

7. NCTPA has adopted advertising guidelines (EXHIBIT B) setting forth standards of acceptability for commercial and non-commercial advertising at NCTPA. The guidelines formally establish criteria by which advertising displays on or at NCTPA property can be judged suitable for display. CONTRACTOR shall adhere to these standards and confer with NCTPA's designated Point of Contact (POC) before accepting any artwork for placement. The determination of acceptability and/or appropriateness of specific ads and/or artwork shall be at the sole discretion of NCTPA.

8. NCTPA will require advertising space for self or joint promotions. The monthly quantity will be mutually agreed upon by NCTPA and the CONTRACTOR. This space should not be classified as "Media Trade".

9. NCTPA will make available buses for use as Illustrated Buses. The CONTRACTOR may request buses for this purpose subject to approval of NCTPA. NCTPA will have the right to require the CONTRACTOR to repair damage to illustrated buses. All designs for illustrated buses shall be subject to prior approval by NCTPA. NCTPA or the partner agency shall approve technology of application on Illustrated Buses.

10. INCLUSIONS: Advertising opportunities included but not previously addressed that NCTPA may entertain during the course of this agreement include:

- (a) ELECTRONIC ADVERTISING INFORMATIONAL SIGNS.
- (b) WEBSITE. Banner advertising or similar on websites.
- (c) OTHER MEDIA. Fare media, schedules, time tables etc.
- (d) OMNI KIOSKS. Kiosk advertising at facilities that are complaint with all local regulations.
- (e) CLOSED CIRCUIT TELEVISIONS.
- (f) SPONSORSHIPS. Potential sponsors (naming rights) for properties and vehicle lines.

11. Production Costs. NCTPA shall not bear the burden of any expense related to the cost of producing or creating any advertisement. All such costs shall be the responsibility of Lamar or their advertiser.

**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 NCTPA 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.

# DRAFT



**RESPONSE TO:**

RFP #2013-04

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY  
JOINT REQUEST FOR PROPOSALS TO PROVIDE ADVERTISING SERVICES

DUE: MARCH 14, 2014

**CONTACT:**

Casey Sexton

Vice President & US Territory Manager

Lamar Transit Advertising

754 South 200 West, Salt Lake City, UT 84101

**801/532-4986**

[csexton@lamar.com](mailto:csexton@lamar.com)

# DRAFT



March 13, 2014

Kate Miller  
Executive Director  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, CA 94559

Dear Ms. Miller,

Enclosed please find Lamar Transit's offer to manage advertising services for Napa County Transportation and Planning Agency (NCTPA) and its partners as specified in RFP# 2013-04.

Lamar Transit LLC is a unit of Lamar Advertising Company. A pioneer in the industry for more than 100 years, Lamar today is one of the largest, pure-play out-of-home advertising companies in the world, with annual revenues in excess of \$1 billion. We manage nearly 70 transit advertising programs across North America. Lamar will bring to NCTPA and the partner agencies an unequalled combination of local and regional sales expertise, national market reach and financial strength.

Our emphasis on local, annual sales will enhance business appreciation for transit advertising, raise each agency's profile and boost advertising revenue. I encourage you to speak with our current transit partners about our local sales efforts.

Our broad reach will give us a leg up on in attracting regional and national business. We currently have sales executives based in San Rafael, San Mateo, Concord, San Jose, Sacramento and Fresno who sell and service advertising accounts. Meanwhile, our 23 person national advertising staff has strong relationships with all major out-of-home agencies and places buys into more than 150 Lamar markets across the U.S. and Canada. Our national sales staff alone generates more than \$200 million in billing each year. This group will ensure NCTPA and partner agency offerings are identified and included on all Bay Area business proposals.

Lamar has a rock-solid reputation for financial strength and integrity. During the advertising downturn, when many of our competitors eliminated guaranteed revenue payments to transit districts, we fulfilled our financial commitments to all of our partners. Our financial proposal demonstrates our confidence in the potential of your market.

# DRAFT

I am the person authorized to bind Lamar's offering and will be the contact person during the evaluation. You may reach me at 801/532-4986 or [csexton@lamar.com](mailto:csexton@lamar.com). Our proposal is valid for 180 days. I confirm that we have reviewed all Addendum to RFP #2013-04, reviewed the sample Professional Services Agreement and insurance requirements listed in this offering.

In closing, I thank you for the opportunity to respond to the RFP. I firmly believe that Lamar, with its strong reputation, national reach and sales expertise, is the ideal partner for NCTPA and its partner agencies. I look forward to hearing from you.

Truly,

Casey Sexton  
U.S. Territory Manager

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## EXECUTIVE SUMMARY

Lamar Transit LLC submits this proposal in response to RFP #2013-04 to manage advertising services for NCTPA and partner agencies Solano County Transit (SolTrans), City of Vacaville (City Coach), City of Fairfield (FAST, and City of Dixon Transit System (Dixon Redit-ride).

Lamar manages nearly 70 advertising agreements with transit agencies across North America. We have managed transit advertising programs for nearly 30 years and are proud to have received consecutive contract awards from many of our agency partners. The programs we manage vary both in the size of the transit operation and the scope of services required by the agencies involved. We are experienced launching new markets where there has been no prior advertising provider, reinvigorating underperforming markets and with minimizing the impact on customers and our transit partners when there is a transition of business from one advertising vendor to Lamar.

Lamar's response is based on launching new advertising programs for each of the agencies included in the NCTPA solicitation. Our programs focus on developing a core of advertising clients who participate in purchasing long-term, annual campaigns. We will also leverage our established relationships with national advertising agencies as this coverage area will be an attractive fit for their campaigns. Our plan and approach to operations will be similar to the existing programs we operate in the Bay Area. We currently provide transit advertising services on behalf agencies including Golden Gate Bridge Transportation, VTA, SamTrans, CCCTA, TriDelta, WestCAT, TriValley/LAVTA, Union City and Sacramento RT.

Shelby Stilwell will be the designated Transit Market Manager responsible for managing day-to-day sales efforts related to RFP #2013-04. Ms. Stilwell has over 10 years of experience representing Lamar's transit advertising interests in the San Francisco Bay Area. Her efforts will be guided by General Sales Manager, Cheri Thornley and our California Transit Region General Manager, Brad Staten. Our existing sales force includes six Bay Area based sales Account Managers who will assist in identifying and closing local business for NCTPA and partner agencies. Kim Hancher, our Senior Account Executive based in San Rafael, works directly with major advertising agencies and Lamar's team of nearly two dozen national Sales Executives. Each of these sales professionals will make sure NCTPA and partner holdings are included on every new Bay Area request for proposal.

Lamar's Year One revenue proposal for this RFP provides for a 45% revenue share on net advertising space sales, payable monthly to each participating agency during the first contract term. This is similar to our operating agreement in Bakersfield with Golden Empire Transit and in other areas where there is no established advertising sales history. As RFP #2013-04 requires, we have developed a methodology for establishing a minimum annual guarantee payable to each agency beginning in Year 2. This is outlined in our Revenue Proposal (page 38), along with the related revenue share true-up to occur at each contract year end. Following award, Lamar would be open to discussing other advertising opportunities which might be developed with individual agencies and paid on a separate schedule (as noted under RFP Scope of Service #11.)

## COMPANY BACKGROUND AND EXPERIENCE

Founded in 1902, Lamar Advertising Company is now one of the world's largest outdoor advertising companies. Shares have been traded on the NASDAQ stock exchange under the ticker symbol LAMR since 1996.

As of March 12, 2014, Lamar Advertising's enterprise value (equity plus debt) was approximately \$6.9 billion. All figures in U.S. dollars.

- 2013 revenue: \$1.25 billion (2012: \$1.18 billion)
- 2013 cash flow: \$303.6 million (2012: \$264.4 million)
- Market capitalization (3/12/2014): \$4.9 billion
- Largest shareholders: Reilly/Lamar family, Vanguard and Perry Capital
- Credit rating: B+ (Morningstar)2011

Lamar Advertising Company's 10-K financial reports for the past 5 years are available at the following link: <http://www.lamar.com/About/Investors/Reports>

Lamar Transit LLC is a wholly owned subsidiary of Lamar Advertising that operates nearly 70 transit advertising franchises in the U.S., Canada and Puerto Rico. We sell advertising on buses, light rail, bus shelters and benches, as well as various forms of alternative place-based media such as station dominations, in-station network digital signage and kiosks.

At Lamar, our goal is to deliver superior financial returns to our transit agency partners and impeccable service to our customers, who range from small local companies to international corporations. We offer customers a turn-key advertising solution – from the conception of a campaign to the design of the copy to the production and installation of the vinyl - that allows them to focus on operating their businesses. As a result, we rank near the top of the industry in customer loyalty, with annual contract renewal rates exceeding 80%. Our revenues per bus rank at the top of the industry and our retention rate for our clientele is at an all-time high level for our industry.

Over the past three years Lamar has received awards to manage new advertising programs for 19 transit agencies across North America including SAMTRANS (San Mateo, CA) in 2011, Sacramento RT and Golden Gate Bridge Transportation in 2012, and OmniTrans in San Bernardino in 2013. In addition to new awards we have been re-awarded contracts or extensions with current transit partners including TriValley LAVTA in 2012, San Jose VTA, and the buying consortium of Central Contra Costa (CCCTA), Eastern Contra Costa (TriDelta) and Western Contra Costa (WestCAT) transit agencies in the Bay Area. We provide details regarding our existing transit agency partnerships, along with a list of REFERENCE AGENCIES, on Page 9.

**Lamar Transit Advertising has no administrative proceedings, claims, lawsuits, settlements, bankruptcies or other liability exposures pending against it.**

## Focused Business Efforts, Targeting the Market

Lamar Transit exclusively focuses on selling advertising on buses, light rail, stations, shelters, benches and new products directly connected to revenue enhancements for our agency partners. Our commitment to innovation and adaptability are demonstrated by the expanding base of transit advertising franchises we serve and the development of products that utilize the latest technology available.

We make a significant investment in **local staffing** to provide solid market support and quality service to our advertisers and transit partners. We employ nearly 3,000 people in over 200 Lamar Advertising offices across the U.S., Canada and Puerto Rico. This includes approximately 800 local and regional account sales executives and a national advertising staff of nearly two dozen. Our national sales team, with their established agency relationships, generates more than \$200 million in annual billing into U.S. and Canadian markets.

Our business model is based on centralized control and decentralized **management structure**. This provides for greater economies of scale and is more responsive to local market demands. We maintain **centralized accounting and financial control** over local operations, however **local managers are responsible for the day-to-day activities** in each market and are compensated according to that market's financial performance.

Our business structure also provides for appropriate **financial planning and oversight** by a corporate management team. Before responding to RFPs, we develop detailed financial models for each market we are interested in entering. These models are carefully reviewed and approved by executives from our business development and financial groups. After a contract is awarded performance is measured against monthly, quarterly and annual goals.

## Our Guiding Principles

- Maximize revenue and growth for our transit partners
- Commit to delivering the highest quality service to our customers
- Respond promptly to our customer's needs and to those of our transit partners
- Maintain the highest degree of integrity and professionalism
- Continue to innovate and create new products
- Demonstrate financial accountability

## What We Stand For

**Serving Our Customers.** We are dedicated to building strong relationships, providing excellent customer service and delivering value to our customers. We are always looking for innovative new ways to support our customers and to become an even more valued media partner.

**Safety First.** Our largest audience is the driving public, and we understand that people see out-of-home ads while driving at high speeds. Safety is our top priority. We are firmly committed to the safety of the general public and in addition to following external laws and regulations, we adhere to the OAAA Code of Industry Principles. We also create and maintain safe working environments for all of our employees.

**Community Support.** Our goal is to leave every place that we're privileged to operate in better than the way we found it. We strive to be responsible corporate citizens. In hundreds of communities across the U.S., Canada and Puerto Rico we support non-profit organizations in many ways including donations of time, through our Good Works Public Service Advertising program and utilizing our extensive Digital Display network to broadcast Amber, FBI, FEMA, Crime Stoppers and other emergency alerts on a local, state or national level.

**Honesty and Integrity.** We live by the Golden Rule, and we operate with honesty and integrity in every aspect of our business. We are open with our employees, transparent with our customers and loyal to the communities in which we serve.

**Continuous Improvement.** We strive to be the best. And more importantly, we are always focused on how we get better. An example of this would be working with our business partners to determine better, more environmentally sound ways to handle disposal of residual vinyl material.

**Diversity and Inclusiveness.** Lamar is an Equal Opportunity Employer committed to a diverse workforce. We hire without regard to race, color, sex, national origin, religion, age, marital status, sexual orientation, gender identity, gender expression, disability, veteran's status, height, or weight, or any other characteristics protected by law. We have implemented an extensive on-line Affirmative Action program to ensure we are fair and unbiased in our interviewing, hiring and promotion activities.



## QUALIFICATIONS OF PROPOSER

### REFERENCE AGENCIES

**Valley Transportation Authority (VTA)** - 3331 N. 1st Street, San Jose, CA 95143

**Contact Person:** Dino Guevarra, Sales and Promotions Supervisor

**Phone:** 408/321-5527 **email:** [dino.guevarra@vta.org](mailto:dino.guevarra@vta.org)

- Commenced bus and light rail advertising services January 2010 for 3 years with 2 additional option periods. Advertising on approximately 425 bus and light rail vehicles. Guaranteed payments will be \$7,400,000 over 5 year term, plus appropriate revenue share overage.

**SamTrans** – 1250 San Carlos Ave., San Carlos, CA 94070

**Contact Person:** Christiane Kwok, Manager Market Research & Development

**Phone:** 650/508-6200 **email:** [kwokc@samtrans.com](mailto:kwokc@samtrans.com)

- Commenced October 2011 for 5 year term through September 2016. Advertising on approximately 300 buses. Guaranteed payments will be at least \$3,425,000 over 5 year term, plus appropriate revenue share overage. **Revenue share overage of \$97,027 paid in 2013.**

**Palm Tran** - 3201 Electronics Way, West Palm Beach, FL 33407

**Contact Person:** Liliane M. Agee-Finke, Communications and Marketing Manager

**Phone:** 561/841-4244 **email:** [LFinke@pbcgov.org](mailto:LFinke@pbcgov.org)

- Initial 1998 contract transitioned through acquisition and has been consecutively held through competitive bidding for more than 10 years. Renewed in 2010 for 5 year term through June 2015. Bus advertising for 145 vehicles. Guaranteed payments will \$1,600,000 over 5 year term, plus appropriate revenue share overage. **Revenue share overage paid of \$120,925 above minimum guarantee. Revenue share overage has been paid in each of the first three years of the current agreement.**

**Utah Transit Authority (UTA)** - 669 West 200 South, Salt Lake City, UT 84130

**Contact Person:** Andrea Packer, Chief Communications Officer

**Phone:** 801/262-5626 **email:** [apacker@rideuta.com](mailto:apacker@rideuta.com)

- Bus, light rail and commuter rail advertising services since 2005. Guarantee \$12,700,000 over 7 years. Contract rebid in June 2013 with Lamar receiving renewal of award. Advertising on 542 vehicles (bus and light rail.)

**Transit Authority of River City (TARC)** - 1000 West Broadway, Louisville, KY 40203

**Contact Person:** Kay Stewart, Marketing Director

**Phone:** 502/561-5122 **email:** [kstewart@ridetarc.org](mailto:kstewart@ridetarc.org)

- Commenced February 2012 for 3 years through January 2015, with 2 option years. Guarantee \$1,850,000 over 5 years plus appropriate revenue share overage. Advertising on approximately 210 buses. **Overage paid in excess of \$56,000 in first year of operation and \$116,629 in second year.**

## Experience

Lamar has managed transit advertising programs for nearly 30 years and we are proud to have received consecutive contract awards from many of our agency partners. Retention of key markets, including UTA (Salt Lake City, UT), Palm Tran (Palm Beach, FL), and TriMet (Portland, OR) speaks highly of our past success. Our continued ability to deliver on commitments and develop the markets we manage has led to historic long-term contract awards including our current 20 year agreement with TransLink in Vancouver, BC and our 15 year agreement with BC Transit (a consortium of transit operators including Victoria, BC and 32 smaller markets in that province.)

We understand the requirements to transition business from one vendor to another while minimizing the impact on both customers and our transit agency partners. We have success in revitalizing dormant markets and our business model allows us to build a strong foundation for future market growth.

Following is a list of significant transit contracts currently managed. Additional details are available upon request.

### **ABQ Ride – Albuquerque, New Mexico**

- Contract commenced July 2007. Renewed in 2012 through competitive bidding through June 2015.
- Advertising on 155 buses and approximately 100 transit shelters.
- ***Lamar delivered overage of \$80,298 above the minimum guarantee in 2013, and in excess of \$124,000 for the prior year.***



### **BC Transit – Victoria and Surrounding Markets, BC (consortium of 30+ small districts)**

- Contract renewed in August 2005 for 10 years through July 2015.
- Bus advertising on 263 vehicles, including double decker buses.
- ***Revenue share paid above minimum guarantee at \$11,474 for contract year ending July 2013 to Surrounding Markets***

### **City of Burlington, ON**

- Current contract renewed January 2010 for 5 years through November 2014.
- Bus advertising on 50 vehicles

### **City of Mississauga, ON - MiWay**

- Commenced May 2012 for 5 years, in effect through April 2017.
- Advertising on approximately 400 buses.

### **Corporation of the City of Kingston – Kingston, ON**

- Commenced May 2005. Current agreement for 5 years, in effect through April 2017.
- Advertising on approximately 45 buses.

## **County Connection (CCCTA) – consortium of Central Contra Costa, East Contra Costa and West Contra Costa Transit districts - Bay Area, California**

- Contract commenced January 2010 for 3 years with 2 additional option periods.
- Bus advertising on approximately 213 vehicles for three transit district operations.

## **Capitol District Transportation Authority (CDTA) - Albany, New York**

- Contract commenced November 2008 for five year term with 4 option years. Option term accepted, in effect through September 2016.
- Advertising on 246 buses and railcars, and approximately 430 shelters.

## **City of Tucson, AZ**

- Year One commenced October 2013.
- Approximately 250 vehicles.

## **CTRAN - Vancouver, Washington**

- Contract renewed October 2011 for 5 year term ending September 2016,
- Bus advertising on 87 vehicles.
- **Lamar delivered overage above the minimum guarantee of \$34,497 in 2013 and \$40,428 in 2012.**



## **Fresno Area Express (FAX) – Fresno, California**

- Contract commenced September 2007 for 5 years and extended for 2 year term through August 2014.
- Advertising on 110 Buses and 44 paratransit vehicles.

## **Golden Empire Transit (GET) – Bakersfield, California**

- Revenue Share Only agreement – 50%
- Advertising on 88 Buses and 19 paratransit vehicles.

## **Golden Gate Bridge Transportation – San Francisco, California**

- Contract commenced October 2012 for 3 years with 2 option years.
- Advertising on 188 buses.

## **InTransit BC (Canada Line) – Vancouver, BC**

- Contract commenced August 2008 for 12 years, in effect through July 2020.
- Advertising on approximately 40 rail cars.
- **Revenue share above minimum guarantee has been paid each of the past 4 years. For contract year ending July 2013 overage paid was \$616,470.**



## **Kelowna Transit – Kelowna, BC**

- Initial contract commenced in 2002 and has been consecutively re-awarded through competitive bidding. Current contract renewed in January 2012 through December 2016.
- Advertising on approximately 65 buses.
- **Revenue share paid above minimum guarantee for contract year ending December 2013 was \$31,429. Revenue share paid above minimum in 3 of the past 4 years.**

## Lane Transit District (LTD) – Eugene, Oregon

- Lamar has served this transit agency for nearly 30 years. The contract commenced in 1984 and has been consecutively re-awarded after competitive bidding. Runs to July 2020.
- Advertising on approximately 92 buses.

## Livermore Amador Valley Transportation (LAVTA) – Livermore, California

- Initial contract transitioned to Lamar through acquisition in 2007. It has been consecutively re-awarded through competitive bidding and was renewed for 3 additional years in July 2012, in effect through June 2015, with 2 option years.
- Advertising on approximately 59 buses.
- **Revenue share above minimum guarantee in the amount of \$51,226 paid 2013.**

## London Transit Commission – London, ON

- Initial contract commenced in 1998 and has been consecutively re-awarded through competitive bidding. Current contract renewed January 2009 for 5 years, in effect through December 2014.
- Advertising on approximately 180 buses.

## METRO St. Louis, Missouri

- Initial contract for bus advertising programs commenced in 1999. Bus advertising contract has been consecutively re-awarded. Current agreement is in place through December 2015.
- Lamar was also awarded the contract to manage Metro’s shelter advertising program for a 3 year term commencing January 1, 2013. This was a competitive bid award.
- Advertising on 365 buses, 345 transit shelters, 120 paratransit vehicles, and MetroLink trains and stations.
- **Revenue share above minimum guarantee for shelter program will exceed \$165,000 for first year of contract operation**

## NFTA (Niagara Frontier Transit) - Buffalo, New York

- Commenced September 2012 for 5 year term through August 2017. Bus and shelter advertising.
- Advertising on approximately 338 buses and 472 shelter faces.

## OmniTrans – San Bernardino, California

- Commenced January 2013 for 3 years, in effect through December 2015. Two option years.
- Advertising on approximately 655 shelters and 170 buses.
- **Revenue share overage paid of \$179,330 above minimum guarantee following first year of current agreement.**

## PALMTRAN - Palm Beach, Florida

- Initial 1998 contract transitioned through acquisition and has been consecutively held through competitive bidding for more than 10 years. Renewed in 2010 for 5 year term through June 2015.
- Bus advertising for 145 vehicles.
- **Revenue share overage paid of \$120,925 above minimum guarantee. Revenue share overage has been paid in each of the first three years of the current agreement.**



## **RGRTA – Rochester, NY**

- Commenced March, 2014
- Approximately 180 transit vehicles and 119 shelters.

## **Sacramento Regional Transportation (RT) – Sacramento, California**

- Commenced August 2012 for 3 years with 2 one year options.
- Advertising on approximately 189 buses.
- **Revenue share average for Year One contract completion \$12,015.**

## **SamTrans – San Mateo, California**

- Commenced October 2011 for 5 year term through September 2016.
- Advertising on approximately 300 buses.
- **Revenue share average of \$97,027 paid in 2013.**

## **Syracuse CNYRTA, NY**

- Commenced February, 2014.
- Approximately 160 transit vehicles and 140 shelters.

## **Transit Authority of River City (TARC) – Louisville, Kentucky**

- Commenced February 2012 for 3 years through January 2015 with 2 option years. Bus advertising.
- **\$625,000 Minimum Annual Guarantee for current contract year.**
- **Revenue share average in excess of \$116,629 for 2<sup>nd</sup> contract year completed January 2014, with nearly \$60,000 above guarantee paid for first year of operation.**



## **Translink – Vancouver, BC -**

- Initial award in 1998, renewed August 2005 for 15 years with 5 additional option years accepted through July 2020. The 2005 contract was a historic industry award for a 20 year term to Lamar.
- Advertising on 1330 buses, light rail system, SeaBus, and the Lamar digital network.

## **TRIMET – Portland, Oregon**

- Commenced in 1993 and awarded for consecutive terms. Lamar was announced prevailing bidder for a new 5 year contract beginning October 2013 – September 2018 (with 2 additional one year options possible.)
- Advertising on approximately 535 buses, light rail, 154 shelters and 658 benches.

## **UTA (Utah Transit Authority) – Salt Lake City, Utah**

- Commenced in 2005. Lamar was announced prevailing bidder for a new 7 year contract beginning September 2013 – August 2020 (with 3 additional option years possible.)
- Advertising on 542 vehicles (bus and light rail.)

## **VTA (Santa Clara Valley Transportation Authority) – San Jose, California**

- Commenced January 2010 for 3 years with 2 additional option periods, with one remaining year in the initial contract award.
- Advertising on approximately 425 bus and light rail vehicles.
- **Revenue share average of \$11,934 paid for year ending December 2013.**

## PERTINENT EXPERIENCE

We believe operations in relation to this contract will closely match our experience in Bakersfield, California with Golden Empire Transit District. Lamar launched the initial advertising program in this market during 2010. As there was no prior sales history, our financial offer was based on a 45% revenue share payable monthly on net advertising space sales.

Our sales plan includes a focus on developing a line of business where customers contract for twelve month long campaigns. We expect to see exponential monthly growth in billing related to this strategy. During contract Year One we increased sales from \$2000 in the first billing period to an average of \$25,000 during each of the last six months. Revenue share paid to GET for that first year of operation was over \$91,000. During both contract Year Two and contract Year Three Lamar billed over \$400,000 in space sales and paid GET in excess of \$200,000.

The NCTPA contract differs from the situation in Bakersfield. Most significantly, and to the benefit of the transit agencies involved, Lamar already provides transit advertising services in the same vicinity. We believe a number of our Bay Area advertisers will quite readily purchase placements on these additional transit systems. In addition, there is both interest and opportunity for sales in this territory leveraging our national advertising sales network as well as serving local clients in cities where we do not current provide transit advertising options.

In relation to managing advertising sales programs for multiple agencies, Lamar has provided these services for BC Transit in Victoria, BC and surrounding markets for over 15 years. This contract requires sales, installation and maintenance on behalf of over 30 small transit districts in the province. Similarly, in the Bay Area, Lamar has managed a consortium agreement with County Connection (CCCTA), TriDelta (ECCTA) and West Contra Costa (WestCAT) districts since 2010.



## PROJECT UNDERSTANDING

### Target Market Segmentation

**Tapping All Possible Business Opportunities.** Lamar’s distinct and unique sales advantage over its competitors starts with a comprehensive marketing effort that includes:

- **Local Sales** - Direct sales targeted to local small and medium size businesses. Goal: 50-60% of revenues.
- **Regional Sales** - Advertising agency sales targeted to Bay Area and Northern California advertising agencies. Goal: 20- 30% of revenues.
- **National Sales** - Targeted to major national advertising agencies throughout the United States. Goal: 10-20% of revenues.



#### 1. LOCAL SALES

Lamar Transit Advertising is dedicated to the exclusive sales of transit advertising space. On average 50% of our business comes from local annual sales. Locally staffed offices throughout California, consisting of experienced and well-trained local sales professionals, have built a base of local business through Lamar’s bundled (space and production) program.

All sales executives are required to make contact with at least 80 local businesses on a weekly basis. Those prospective contacts will result in at least 8 formal face-to-face appointments with small and medium size businesses in the marketing area.

Because of our singular focus, we have been able to hold or increase rates in the markets we serve, thereby generating more revenues on a per sign basis than our competitors. Transit is our only business - and it shows.

#### 2. REGIONAL SALES

##### **Regional Relationships in the West**

Through the years, Lamar has established successful relationships with regional advertising agencies that traditionally serve clients with multiple locations throughout the West. Lamar has excellent connections with advertising agencies throughout California and is proactive in its efforts to expand this part of our business plan. We currently have existing transit sales offices and personnel in San Mateo, San Jose, Concord, Sacramento and Fresno, plus a San Bernardino office to the south. We have more than 20 other sales offices in the Western US that will also generate sales leads to support our advertising programs related to this RFP.

### 3. NATIONAL SALES

#### From Coast to Coast.

Nearly two dozen national Lamar sales representatives maintain key relationships with major advertising agencies throughout the United States and Canada from offices in New York, Chicago, Los Angeles, San Francisco, Baton Rouge and Atlanta. These Lamar representatives work together on a weekly basis to discuss forth-coming national buys and to make certain that Bay Area markets receive exposure and consideration. In addition, Lamar has more than 200 sales offices across North America. Both regional and national salespeople work directly with these contacts to facilitate opportunities that will benefit NCTPA and partner agencies.



#### Unique Sales Model

The Outdoor Advertising Association of America recently released a report commenting that buyers believe that “Transit Advertising is one of the most difficult advertising mediums to purchase”. The primary reason given is because there are so many variables to execute a transit advertising campaign that many times it is just easier to buy another medium.

There are a number of steps involved in purchasing a transit advertising campaign. Not only is it time consuming to execute a successful program, it can also be expensive. Generally, each step requires a lump-sum out of pocket expense for the client. Often these costs are hefty enough to squelch a potential campaign. Lamar offers customers a bundled space and production package. Our clients prefer receiving only one invoice per billing cycle with no large up-front charges.



We believe providing a turn-key marketing solution makes it easy to do business and in-turn provides greater revenue opportunities for NCTPA and its partner agencies.

#### **SERVICES WE PROVIDE:**

- Custom mapping
- Creative Design
- Production
- Installation
- Maintenance
- Removal
- Amortization of Costs

## Highly Targeted Marketing Materials

Lamar invests in Portfolio and MapInfo Professional®, market analysis research tools which enable Lamar to provide a valuable and free service designed exclusively for our clients and transit partners.



With this software we can profile specific geographies, define individual lifestyle characteristics and behaviors, including spending and transportation habits, and then overlay that information directly onto specific transit route maps. These powerful mapping and demography tools enable Lamar to provide a highly desirable free service to our clients and transit agency partners.

## Advertising Design and Production: A Key To Our Work Plan



We employ a talented group of 8 staff artists dedicated exclusively to transit advertising design. This group guides and provides clients with the creativity necessary for effective transit advertising. Lamar’s investment in art design and creation is offered as a free, value-added service and often is the difference in making a sale.

### **2012 ADDY Award Winning Art**

**Client: Chaffee Zoo Total Contract Value: \$30,500 Lamar Designer: Jennifer Holley**



“This contract was going to be cut by the client last year - they didn’t want to “spend the extra money.” I convinced them to let me work some creative up for them. Once I took in the artwork from Lamar Graphics the client renewed the contract and specifically stated the artwork excited and convinced them.”

## Challenges Encountered

As with all of our transit advertising agreements, the key to successful long-term operations is a commitment to customer service, focused business efforts and frequent, clear communications with partners. Lamar manages business challenges by placing an emphasis on training, utilizing our own employees who live and work in the service areas, maintaining accurate and up-to-date inventory records and regularly performing check-ins with our transit agency partners.

## Operations and Inventory Management

- **Local Installers:** Installers work and live in the area, we can respond to NCTPA and partner agency concerns in under 24 hours.
- **Pre-posting and inspection procedures:** Installers take extra precautions not to cover bus numbers, branding and identification, and other critical information.
- **Safety Training:** All of our installation employees certify that they have read Lamar's Corporate Safety Manual. Installation employees wear high-visibility vests and safety shoes on shift. Attendance at monthly safety meetings is mandatory and documented for all operations staff.
- **3M Fleet Graphics Material:** Lamar Transit has almost exclusively used 3M products since 2004. We have a strong relationship with 3M World Wide and are a working partner with them for new product initiatives. All of our installers have extensive training in 3M graphic materials.
- **Maintaining advertising inventory:** We maintain an up-to-date inventory record showing the current number of buses available as well as the specific products that are displayed both on interiors and exteriors of buses. Our advertising inventory record includes the effective contract dates for each display including the expiration date for each contract. Lamar's records are available to NCTPA and partners for inspection.
- **Scheduling:** We are experienced in all scheduling aspects including those involving extreme weather conditions. It is our goal to establish and maintain mutually beneficial relations with NCTPA and partner shop personnel.
- **Application and removal of advertising:** Each advertisement will be completely removed no later than 12 months from the date of installation. Lamar will replace expired advertising copy with an advertisement of the same size or clean the surface to the pre-installation condition. Additionally, we will not "layer" advertisements and they will be free from wrinkles, blisters or similar defects. The advertisements will be straight against the vehicle contour lines and be sharp in appearance.
- **Timeliness:** Dated advertising copy will be removed from the buses within seven (7) days of expiry or as specified by agency agreement.
- **Hazardous Materials:** We will not use hazardous chemicals or materials in its transit operations with NCTPA or partner agencies.
- **Minimal Impact:** We will endeavor to work with the operations staff to ensure seamless installation and removal with minimal encumbrance on NCTPA and partner operations.



## Advertising Policy

We have an obligation to exercise sound judgment relating to the acceptance of advertising that we place on our transportation providers' vehicles. Lamar trains its sales personnel to screen potential clients and review proposed advertising copy for objectionable content before submitting to the transportation provider partner, if necessary, for approval.

- Lamar takes great pride in becoming familiar with the advertising policies, standards and restrictions for its respective public partners and works hard to create definite, uniform application and adherence to these standards.
- Lamar's self-imposed advertising standards include attribution to the commercial organization or business entity that purchases advertising for placement.
- Lamar does not knowingly accept any advertising that is false, misleading or deceptive commercial speech.
- It is Lamar's intent not to allow or cause any of its providers' property to become a public forum for the debate, dissemination or discussion of public issues. In the case of any disputes we discuss appropriate solutions and adhere to the final decision of our transit partners.

## Free Speech Issues

Lamar is experienced with issues and differences involving free speech and commercial free speech, and works effectively to protect our partners from direct involvement with clients pertaining to these issues. Lamar has a successful record in monitoring public reaction to advertising we place.

## Reporting, Record Keeping and Accountability

- Lamar has an outstanding reputation for providing timely reporting, accounting and contract information. We are able to provide accurate contract administration necessary to fulfill the scope of the agreement outlined.
- Lamar maintains records of installation, removal and certificates of audit for each display. All pertinent information is recorded, including advertiser, terms of each contract, display type and number.
- Each advertiser receives a picture of its respective advertising display.

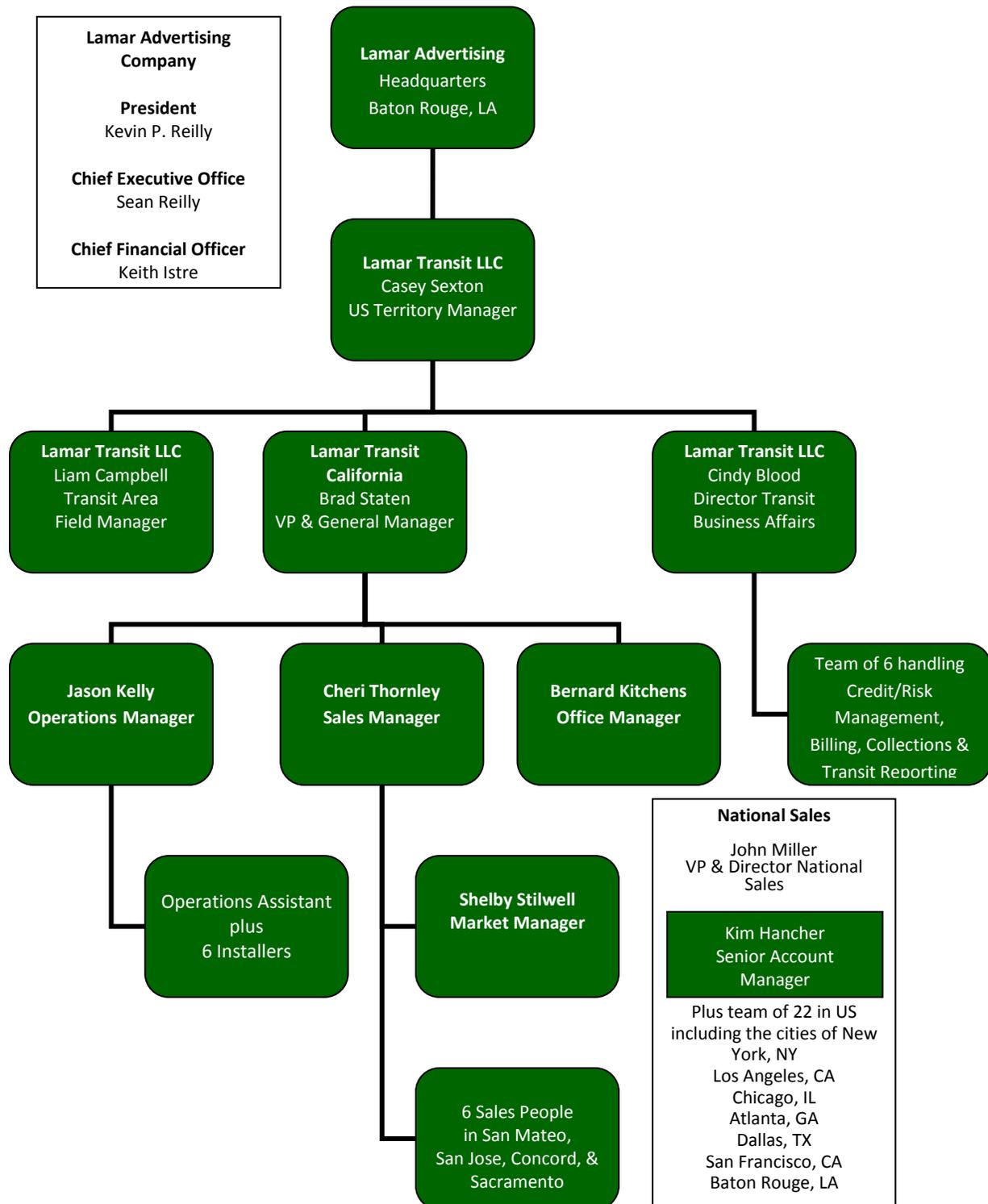
Every month Lamar will provide a detailed sales report showing all billing accounts displayed on transit agency vehicles. This includes all pertinent contract information, including gross space billings and the status of revenue share overages each month. Sample reporting is included for reference in the Appendices Section.

**As a public company Lamar is particularly sensitive to client trust and the need for sound, ethical accounting and reporting behaviors.**

We adhere to SEC requirements and Sarbanes-Oxley. This includes the coordination of all client sales contracts, advertising production, posting and removal of advertising materials, billing and collections activities and other customary business practices. Lamar considers our business practices a corporate asset and strives to provide the detail and transparency required by our clients and transit partners.

## STAFFING AND PROJECT ORGANIZATION

Lamar's transit management teams rank at the top when it comes to experience, integrity and reliability in serving the best interests and goals of our transit partners.



**Brad Staten is General Manager** for our California Transit Region. He is responsible for developing overall market strategies for the territory, management of transit agency agreements, and developing plans that ensure attainment of Lamar's financial objectives relating to each market served. He is supported by **Office Manager, Bernard Kitchens**. Bernard is responsible for advertising contract administration, customer service, collections and other logistics and operations activities.

**General Sales Manager Cheri Thornley** oversees Lamar's Bay Area transit sales programs, including supervisory management and program development for a group of 6 sales executives based in San Mateo, Concord, San Jose, and Sacramento. Cheri will be responsible for day-to-day contact with NCTPA and partner agencies in relation to this agreement.

**Shelby Stilwell will be the Market Manager** responsible for achieving local sales goals set for this contract. Shelby works closely with **Kim Hancher, Senior Account Executive**, the nearly two dozen other experienced sales representatives on our National Sales team and other sales representatives located in Lamar offices located throughout the western region.

**Jason Kelly, Operations Manager** for California Transit, and his team of Lamar installers, will ensure that campaign displays are posted and removed as planned. He will also ensure that installation operations are coordinated with the various transit agencies involved, and operations personnel perform in compliance with safety requirements.

- Our sales executives concentrate solely on transit advertising sales. It is the only medium we recommend when we contact clients in the area.
- Market Manager and sales executives generate new advertising opportunities for NCTPA each week.
- Market Manager works with marketing team to create specific marketing materials designed to facilitate sales of NCTPA assets.
- Market Manager networks within the local area Chamber of Commerce, Ad Clubs and other business organizations.
- Market Manager works with Operations Manager to document NCTPA inventory status, coordinate installations, removals and maintenance of displays.
- We leverage existing client relationships, both local and national, through Lamar Transit salespeople in other California cities.
- We establish monthly, quarterly and annual sales budgets for NCTPA. Performance against goals is reviewed weekly by the General Sales Manager.
- General Sales Manager is day-to-day contact for NCTPA staff and is available either by phone, email or in person.
- General Sales Manager participates in annual performance reviews between Lamar and NCTPA. The annual meeting will be at NCTPA's discretion.

**Lamar is prepared to immediately begin providing the required advertising sales and service upon a notice to proceed.**

## Casey Sexton

[csexton@lamar.com](mailto:csexton@lamar.com)



### Employment History

#### **2007-present**

#### **Lamar Transit Advertising - Vice President & U.S. Territory Manager**

- Responsible for business development strategies involving transit markets.
- Oversees all sales programs and operations for approximately 30 U.S. transit markets.
- Works with Transit District management teams to assure contract compliance and revenue generation.

#### **2006-2007**

#### **Clear Channel, Taxi Media Advertising - Midwest Regional Market Manager**

- Accountable for all sales and operations in the region.
- Developed new business and called on key agencies.
- Played an instrumental role in launching the company's third largest branch.
- Contributed to revenue growth, from zero to \$2.6 million in seven months.
- Worked successfully with top advertising agencies including Starcom, OMB/A and OSI.

#### **2002-2005**

#### **Obie Media Corporation, Spokane, WA – Vice President & General Manager**

- Oversight for 8 branch offices, with responsibility for P&L, local and regional accounts, sales team, sales projections, strategic marketing and \$9 million budget.
- Delivered 8% increase in annual sales.
- Instrumental in obtaining \$1 million Canadian market.

#### **2001-2002**

#### **Obie Media Corporation, Chicago, IL – Sales Manager/General Manager**

- Managed largest market for company with decision making role in advertising budgets, public relations, account development and sales team.
- Built sales organization to meet a \$15 million budget.
- Developed and implemented new product lines within an established market.

#### **1999-2000**

#### **Obie Media Corp, Spokane, WA – Northwest Regional Manager**

- Developed budgets for five sales offices; opened three new territories, mentored and coached staff.
- Increased sales quota by 40% in 2000.
- Helped launch new product line, increasing sales by 30% in 1999.

#### **1997-1998**

#### **Obie Media Corp, Spokane, WA – Sales Manager**

- Increased sales by 11% in 1997 and 14% in 1998.
- Received "Pinch Hitter" Sales Award.

#### **EDUCATION:**

**Northwestern University - KMI – Executive Management Program – 2003**

**Eastern Washington University – BA, Business; Emphasis in Marketing - 1994**



## Cheri Thornley

[cthornley@lamar.com](mailto:cthornley@lamar.com)



### Employment History

**2011- present                      Lamar Transit – General Sales Manager**

- Oversees day-to-day transit agency relationships in Bay Area California.
- Directs Lamar’s Bay Area sales programs and is responsible for driving activity to achieve established objectives.
- Three years with Lamar, a top sales performer with strong communication skills.

**2010-2011                      AMX/Landhome Financial – Senior Wholesale Account Executive**

**2008-2010                      Jim Leonard’s Mortgage Connection – Loan Officer/REO Real Estate**

**2007-2008                      Wachovia – Senior Wholesale Account Executive**

**1995-2007                      First Franklin – Senior Wholesale Account Executive/Team Lead**

**1992-1995                      Burlingame Funding – Wholesale Account Executive**

- More than 18 years of experience in marketing and financial roles.
- Multi President’s Club award winner for outstanding sales achievement over multiple years.
- Expert in consultative sales approach with client relationships and long term account retention.
- Experienced managing teams of account executives, providing daily support, while simultaneously exceeding personal production goals.
- Skilled in presentations to new and existing clients on newly developed products, industry updates, client training and marketing strategy to large groups down to a one-on-one setting.

**EDUCATION:    Cabrillo College, Aptos, CA - 1992**

## Shelby Stilwell

[stilwell@lamar.com](mailto:stilwell@lamar.com)



### Employment History

#### **2003- present                      Lamar Transit – Market Manager**

- Manage both large and local accounts in the San Francisco Bay Area including agency business north of Los Angeles.
- As Senior Account Manager, sold and managed sales for 122 Transit Advertising buses and 128 billboard faces. Successfully drove billboard occupancy from 3% to 100% in first 12 months. Increased transit business 150% year 1 and over 50% years 2 and 3. Added 20+ agency accounts within 3 year time frame. Renewal rate consistently over 90%. Reassigned to rebuild 2 additional territories after success in first market assignment.
- Successful in identifying key buying influences in order to recommend and develop effective Outdoor Advertising campaigns.
- Strong ability to develop rapport through product knowledge and excellent presentation skills.
- Extremely professional with a strong sense of integrity.

#### **1998-1999                      Steiner Corporation – Marketing Manager/Buyer**

- Recruited from Investor to drive retail sales, buy product and help develop marketing plan for start-up organization.
- Hired and developed sales team, bought retail products, developed vendor relationships, conducted product knowledge training, implemented marketing strategies, brand recognition, and promotions.

#### **1991-1998                      Nordstrom – Sales/ Sales Manager / Buyer**

- Extremely successful sales, winning numerous top sales and customer service awards.
- Promoted consistently throughout career from Sales to Management to Buyer.
- Responsibilities included driving sales through planning and promotions, managing staff of 30+, product knowledge training, merchandising, employee/sales development and managing schedule within budget parameters.

**EDUCATION:    C.S.U. Chico - B.S. Management Information Systems - 2001**

**Kim Hancher**

[khancher@lamar.com](mailto:khancher@lamar.com)



## Employment History

**2010-present Lamar Transit Advertising – Senior Account Executive**

- Specializing in selling transit advertising to national, regional and local advertisers in Bay Area.
- Manage and grow all high profile Bay Area Ad agency business and direct clients (OMA, OAG, Posterscope, Hoffman/Lewis, Duncan Chnnon.)
- Key point of contact for the Lamar National Sales Team in the Bay Area.

**2006-2009 CBS Outdoor – San Francisco – Account Executive**

- Sold out-of-home advertising to national and local advertisers and agencies specializing in transit.
- Utilized innovative marketing techniques to sell large national accounts in Bay Area market – diligently educated and informed AEs in other markets of available product and inventory.
- Developed and delivered customized RFPs to client base, provided personalized service and quick turn-around times.
- Consistently met and/or exceeded management-set sales goals and budgets.

**2005-2006 MediaMax Network – San Francisco – Account Executive**

- Sold local advertising across all Conde' Nast titles (Archietectural Digest, Vogue, Vanity Fair, etc.)
- Created media plans with advertising agencies and business owners that included strategic media buys and facilitated their target marketing plans.
- Organically grew account base of advertisers.

**2004-2005 CA Home/Design, Hartle Media – San Francisco – Account Manager**

- Generated \$500K of print advertising sales.
- Built up account bse from a previously undeveloped territory – zero existing accounts.
- Represented publication at a variety of sponsored events and industry trade shows.

**EDUCATION: Saint Mary's College, Moraga, CA – BA Political Science 1993**

## Jason Kelly

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### Employment History

#### **2014 Lamar Transit LLC – California Operations Manager**

- Coordinates day-to-day activities with the Market Manager, Office Manager and Transit Authority.
- Supervises and directs activities of California installation teams.
- Oversees safe operating procedures in accordance with Company policies specific transit contract guidelines.

#### **2010 - 2013 Staples Inc., Auburn, WA – SDO Manager**

- Responsible for all aspects of a fulfillment and delivery operation in the Seattle Washington Market.
- Lead a team of 3 Supervisors and 50 employees
- Direct P&L and operations responsibility.

#### **2009 to 2010 Staples Inc.- North West Region – Black Belt Designate**

- Helped drive company business strategy by managing projects that delivered sustained improved operating processes and reduced defects.

#### **2007 to 2009 Staples Inc.- North West Region – Fleet Support Manager**

- Supported the operations in the North West United States and Alaska in all areas
- Helped form business strategy, implement operating procedures and worked projects in all aspects of the business unit.

#### **1997 to 2006 Office Depot Inc. – Transportation Manager**

- 3 years Delivery Driver and Lead Delivery Driver experience.
- 7 years management experience in Order Fulfillment, Shipping, Customer Service and Small Package Delivery.
- Managed company delivery drivers and vehicles in all parts of San Francisco Bay Area.
- Managed Third party Delivery Vendors such as UPS, LTL and contract delivery.

**EDUCATION:** Yakima Valley Community College, Yakima, WA 1990-1991

Chabot Community College, Hayward, CA 1991-1992

- **Lean Six Sigma Black Belt certification**
- **JJ Keller Hazardous Material Certification**
- **Multiple training sessions in Human Resource based materials**
- **Class A CDL**

## Bernard Kitchens

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### Employment History

#### **2011- present Lamar Transit – Office Manager**

- Promoted to Office Manager from Sales & Marketing Coordinator position in 2013.
- Provides administrative support for General Manager, sales management team and all California local Account Executives. Document creation, reporting, research, customer service.
- Provides training and coaching to new hires in relation to company policies, procedures, contract writing and analysis of information in CRM database.
- Collaborates with operations team to organize inventory and advertising placement on over 1,500 buses throughout the state using complex scheduling and tracking spreadsheets.
- Developed a successful strategy for managing Accounts Receivable in California, Utah and New Mexico.

#### **2007-2011 Pacific Gas and Elective/Amerit Consulting – Senior Administrative Clerk**

- Provided continuity in the Director’s absence ensuring that all requests for action were prioritized and handled in a timely manner.
- dept at researching, analyzing, and synthesizing reports, policies, and other complex documentation and providing the principal with clear, concise summaries.
- Successfully managed principal’s daily schedule including calendaring, scheduling meetings, and conference calls in addition to following up on requests and creating department wide communications.

#### **2006-2008 USG/California Wholesale Materials – Inventory Manager**

- Maintained and organized over \$36MM in building materials. Including analyzing and forecasting usage to prevent costly material shortages.
- Increased profitability by 25% during a nationwide steel shortage utilizing strategic forecasting and analysis and preventing costly material shortages and reducing project delays.
- Worked in concert with other branch locations to ensure adequate availability of high demand materials while effectively negotiating favorable pricing.
- Supervised, trained and developed a core team of 10 to 15 direct reports responsible for filling material orders, unloading trucks and performing monthly cycle counts.

#### **2006-2008 Acoustical Material Services – Inside Sales Representative**

- Sales, service, and support for both customers and outside sales staff.
- Proven track record of providing increasing levels of customer satisfaction with a customer-focused, result driven approach.
- Effectively managed the prioritization of client-mandated needs and expectations in order to promote customer satisfaction and loyalty

**EDUCATION: UNIVERSITY OF CALIFORNIA, LOS ANGELES 1999 – 2003**  
BUSINESS ECONOMICS WITH A CONCENTRATION IN ACCOUNTING (NO DEGREE)

## Liam Campbell

[lcampbell@lamar.com](mailto:lcampbell@lamar.com)



### Employment History

#### **2006-present Lamar Transit Advertising - Transit Area Field Manager**

- Supervises operations management for Lamar's Transit Division.
- Oversee the development and implementation of new products. Instrumental in managing a large-scale digital deployment for Vancouver, BC's Translink agency.
- Budget planning and review of capital expenditures and responsible for reconciling construction expenses against plan.
- Monitor compliance with Safety & Risk Management procedures.
- Ensure operational training is conducted as scheduled and that new market ramp-up procedures are established and followed.

#### **2005-2006 Lamar Transit Advertising, Canada - Operations/Production Manager**

- Oversee day-to-day operation of all installations throughout the province of British Columbia.
- Schedule installation and removal of advertising materials.
- Supervise 16 Graphic Installers, 1 Installations Supervisor, and 3 Administrative personnel.
- Liaise with Transit Authority operations/marketing staff.
- Aid in the development of new product initiatives.

#### **2001-2005 Obie Media Ltd. - Operations/Production Manager**

- Oversee day-to-day operation of all installations throughout the province of British Columbia.
- Schedule installation and removal of advertising materials.
- Supervise 16 Graphic Installers, 1 Installations Supervisor, and 3 Administrative personnel.
- Liaise with Transit Authority operations/marketing staff.
- Aid in the development of new product initiatives.

#### **1998-2001 Obie Media Ltd. - Transit Advertising Installer**

- 3M Fleet Graphics certification
- Installed advertising materials including 3M vinyl products on transit vehicles, Skytrain vehicles, stations, Seabus and Albion Ferry.
- Union Job steward for 1 year.

#### **1983-1998 Pattison Outdoor - Transit Advertising Installer**

- Installed various forms of advertising on transit buses and Skytrain vehicles.
- Union job steward for 15 years.

**EDUCATION: 30 years experience in the transit advertising industry**

Cindy Blood

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## Employment History

### **2007-current Lamar Transit Advertising – Director Transit Business Affairs**

- Directs credit/risk management, billing and collections staff supporting Lamar’s Transit Region.
- Calculates and issues monthly reports for all transit partners, authorizes payments and monitors status of revenue share.
- Works with Territory Managers and others to prepare budgets for existing and potential markets. Analyzes performance against monthly, quarterly and annual plans.
- Oversees Customer Relations Management (CRM) database.
- Designs and conducts training programs for sales and support personnel to ensure consistent practices and policy compliance.

### **2005-2007 Lamar Transit Advertising – Regional Assistant**

- Budget and financial analysis for executives in the Transit region.
- High-level administrative support and reporting for Regional Manager and eight General Managers across the country.
- Event coordination, development and delivery of training programs, cross-functional team building.

### **2000-2004 Obie Media – Corporate Coordinator**

- Administrative support, research and reporting for Vice President and Regional management.
- Scheduled display installations, maintained inventory and availability records.
- Sold Public Service Advertising to support local market sales goals.
- Customer service and sales support for three member sales team in home market.

### **1989-2000 Structural Dynamics Research Corporation – Maintenance Sales Manager CAMAX (acquired by SDRC) – Administrative Manager Point Control Co. (acquired by CAMAX) – Sales Administration Coordinator**

- Led sales team that received “Top Maintenance Sales” award for sales of more than \$4 million in both 1998 and 1999.
- Successfully led teams that defined and implemented plans to integrate business practices following multiple company acquisitions.
- Project support for VP, CFO and CTO as well as other field-based sales managers. Direct support for VP of sales based in Breda, The Netherlands.
- Extensive experience managing business relations with business partners in Latin America, Europe and Asia. Effectively resolved issues despite language differences. Repeated recognition for Responsiveness and Excellence in Service.

**EDUCATION: Lane Community College  
University of Oregon Continuation Center**

**Entering the Market**

Upon notice to proceed from NCTPA, our existing California sales group will begin quoting NCTPA business to prospective customers.

Area Field Manager Liam Campbell and Operations Manager Jason Kelly will review the status of the bus fleet, other vehicles and structures. This will include establishing an inventory management system to track posted advertising in the market.

**Phase 1 – Immediate to 45 days**

- Within 48 hours of the contract award we will send out an email announcement to all of our hundreds of national, regional and local advertising agencies.
- Issue a press release to publications with planning and media buying audiences as well as post announcements regarding the new offerings to our social media networks and websites.
- Include NCTPA transit advertising information on every national request for proposal (RFP) for the area. Our Bay Area offices currently respond to over 200 national sales RFPs each year.
- Schedule meetings with existing clients to assess current status and develop an understanding of their business requirements.

**Short Term to 90 days**

- Develop specific NCTPA advertising collateral and targeted marketing materials.
- Schedule 100 appointments with new potential clients
- Meet with local advertising agencies to promote NCTPA opportunities.
- Commence ongoing market orientation with our local, regional and national sales team regarding the benefits of NCTPA advertising.
- Hold a “meet and greet” event to expose local advertising agencies to transit opportunities.

**Phase 3 – Intermediate to 12 months**

- Schedule quarterly and annual meetings to discuss transit business with NCTPA at their discretion.
- Conduct an annual client event to foster relationships and long term business.

Lamar's sales plan will include a focus on annual contract sales direct to local businesses. This helps advertisers benefit from long-term exposure and product branding which ultimately delivers the best results. Because of this extended exposure, we experience customer loyalty along with some of the highest renewal rates in the industry.

Annual campaigns offer increased presence and visibility to local businesses on NCTPA and partner buses and shelters. This means that others will identify with the concept and acknowledge transit advertising as an attainable and valuable medium. More demand increases occupancy and holds rate integrity.

Selling advertising to local businesses on an annual basis also means we will generate a more predictable solid base of business on the books during non-peak selling months for regional and national business. This in turn provides stability to Lamar's overall sales.

We place an emphasis on hiring experienced sales people who live and work in the area. When we hire new personnel the following steps are taken to ensure they are appropriately educated in the local market product offerings. We actively promote on-going training programs as described below.

**Local Market Management**

- Regardless of experience, every new sales person hired by Lamar Transit undergoes a 90-day training program dedicated exclusively to transit advertising products.
- Each week, every salesperson is expected to make 80 calls to prospective clients and schedule 8 viable sales presentations during that same period.
- Each salesperson is assigned monthly, quarterly and annual sales objectives specific to the market. They are compensated and evaluated on their performance against those goals.
- Weekly meetings are held with management to perform brainstorming activities, discuss prospecting, client solutions, goal-tracking and monitor inventory availability.
- Salespeople are required to provide clients a certified audit of their advertising campaign along with framed photographs of their advertising.
- Monthly sales meetings are conducted with the entire sales team to cover training topics, provide sales recognition and team-building.
- All sales people have direct access to a complete set of online marketing and research tools, and receive training on how to utilize that information in customer presentations.
- Real-time tracking programs are in place to determine production, shipping and installation of client advertising.



## Employee Training

We hire seasoned sales professionals that hold the same core values as both Lamar and our transit partners. New employees have the opportunity to attend training at our regional centers where they learn company/industry best practices. They also job shadow with successful Lamar sales personnel as they conduct presentations with prospective clients. Our Market Manager will participate in on-going training through weekly meetings with other markets including San Jose, San Mateo and Sacramento. Lamar also offers a Lamar Sales University program attended by all sales personnel.



Each Monday morning we conduct sales meetings where every individual reports on their personal sales status. Sales are reviewed in comparison to monthly, quarterly and annual goals. During this meeting we celebrate successes of the prior week and publish expectations for the current week. This is also an open forum for discussion of logistical topics between sales, operations and administrative personnel.

Every Thursday the sales team joins in a skills development training program. These sessions include competitive reviews where we analyze seasonal business trends, thriving business categories, and identify new out-of-home clients. We also examine effective advertising design used in recent campaigns to ensure we always deliver the best creative into the marketplace.

The last Thursday of every month we conduct a transit training session where sales employees nationwide join together for an on-line meeting. Sales Managers from throughout the region rotate responsibility for this program with the aim of fine-tuning skills required to manage the sales cycle.

Operations and installation personnel also attend mandatory safety meetings each month.



# DRAFT



## YEAR ONE

Agency	Revenue Share Percentage**
NCTPA	45% revenue share, paid monthly
SOLTRANS	45% revenue share, paid monthly
DIXON READI-RIDE	45% revenue share, paid monthly
VACAVILLE CITY COACH	45% revenue share, paid monthly
FAIRFIELD AND SUISUN TRANSIT (FAST)	45% revenue share, paid monthly

**YEAR 2 Prepaid Guarantee:** Each participating agency will be issued an annual guarantee payment based on 50% of the revenue share total paid over the term of contract Year 1. This guarantee will be prepaid within 15 days following the commencement of Contract Year 2

**YEAR 2 Year End Revenue Share: 45%**

Within 15 days following the completion of Contract Year 2, a revenue share overage payment will be made to each participating agency where the calculation of 45% of net space sales for Contract Year 2 exceeds the prepaid guarantee issued to that agency at Contract Year 2 commencement. This true-up shall be the difference between the guarantee paid and the revenue share calculation.\*\*

**YEAR 3 Prepaid Guarantee:** Each participating agency will be issued an annual guarantee payment based on 50% of the revenue share total paid over the term of contract Year 2. This guarantee will be prepaid within 15 days following the commencement of Contract Year 3.

**YEAR 3 Year End Revenue Share: 45%**

Within 15 days following the completion of Contract Year 3, a revenue share overage payment will be made to each participating agency where the calculation of 45% of net space sales for Contract Year 2 exceeds the prepaid guarantee issued to that agency at Contract Year 3 commencement. This true-up shall be the difference between the guarantee paid and the revenue share calculation.\*\*

**Option Years:** The same methodology based on prior year revenue share calculations will be applied to calculating a prepaid guarantee amount in the option periods, provided the participating agencies accepts the option periods 90 days prior to the expiration of Contract Year 3. **Revenue share:** 45% to be payable as a true-up when the revenue share calculation at year end exceeds the prepaid guarantee, as described for Year 2 and Year 3.\*\*

# DRAFT

## REVENUE PROPOSAL FOR NCTPA RFP #2013-04 – Page 2 of 2



*\*\*Revenue share calculation to be based on advertising space sales. The industry standard for the definition of net advertising space sales will apply. All agency commissions, art, production and installation fees shall be excluded from the gross sales revenues.*

Example: The following example is for demonstration purposes only and not to be considered as an estimate of expected performance nor a commitment regarding anticipated guarantees payable or revenue share calculations:

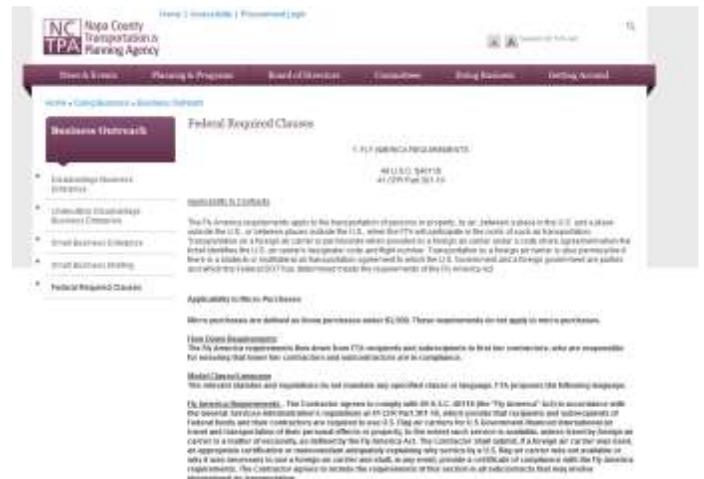
Year One Sales (SAMPLE)	Overall Revenue Share** paid monthly at 45%
\$75,000	\$33,750
\$75,000	\$33,750
\$75,000	\$33,750
\$75,000	\$33,750
\$75,000	\$33,750
<b>TOTAL: \$375,000</b>	<b>TOTAL: \$168,750</b>

Year 2 Prepaid Guarantee (SAMPLE)	Sales Year 2 (SAMPLE)	Year End Revenue Share** Calculation Year 2	Year 2 Overage True-Up (SAMPLE)	Year 3 Guarantee Calculation (SAMPLE)
\$33,750 x 50% = \$16,875 guarantee	\$200,000	\$200,000 x 45%= \$90,000	\$90,000 - \$16,875= \$73,125 overage	\$90,000 x 50% = \$45,000 guarantee
\$33,750 x 50% = \$16,875 guarantee	\$100,000	\$100,000 x 45%= \$45,000	\$45,000 - \$16,875= \$28,125 overage	\$45,000 x 50% = \$22,500 guarantee
\$33,750 x 50% = \$16,875 guarantee	\$75,000	\$75,000 x 45% = \$33,750	\$33,750 - \$16,875= \$16,875 overage	\$33,750 x 50% = \$16,875 guarantee
\$33,750 x 50% = \$16,875 guarantee	\$50,000	\$50,000 x 45%= \$22,500	\$22,500 - \$16,875 = \$5,625 overage	\$22,500 x 50% = \$11,250 guarantee
\$33,750 x 50% = \$16,875 guarantee	\$25,000	\$25,000 x 45% = \$11,250	\$11,250-\$16,875= no overage due	\$11,250 x 50% = \$5,625 guarantee
<b>\$84,375 Year 2 Guarantee</b>	<b>\$450,000 Sales Year 2</b>	<b>\$202,500 Revenue Share</b>	<b>\$129,375 Overage True-up</b>	<b>\$101,250 guarantee Year 3</b>

## EXCEPTIONS TO THE AGREEMENT

If selected as NCTPA advertising Contractor, Lamar requests consideration to discuss several areas pertaining to the RFP. These include but are not limited to the following:

- **Section F Rights of Parties** indicates that NCTPA and its partners reserve the right to negotiate and contract separately with any, all or none of the Proposers responding to this RFP. Lamar's bid is contingent on acceptance by all partners listed in the joint Request.
- Lamar's bid is contingent on **approval to fully or partially wrap** curb-side, street-side, and rear of every vehicle save the front window, driver side window and front passenger window.
- **Revenue share calculations** are to be based on advertising space sales. The industry standard for the definition of net advertising space sales will apply. All agency commissions, art, production and installation fees shall be excluded from the gross sales revenues.
- **Employee Character and Fitness Item 9 in the Sample Agreement** includes a requirement on page 5 that is not permitted under Lamar's Human Resources policies. We do not conduct criminal background checks for any applicant or employee. We do have process in place to determine the character and fitness of our employees. These include:
  - Strong interview process by hiring managers
  - Reference checks of former employers
  - Pre-hire physicals and drug screens
  - On-going random drug screens
  - We follow all DOT regulations for DOT drivers, including annual physicals.
  - On-going annual reviews by managers.
- **Transition language** specifying the handling of business on the books at the end of the contract term should be included as part of the final agreement related to this award. Lamar proposes the industry standard 15% - 20% transition commission be paid to the outgoing vendor by the incoming vendor in exchange for the orderly transition of forward billing contracts. This commission should be payable for a period of six months following a contract transition.
- In regard to **Federal Required Contract Clauses Attachment D**: Our prior experience is that most transit advertising RFPs provide downloadable lists of the required forms for completion, and this option did not make itself readily apparent when referencing the NCTPA website. Lamar has provided all required documents of this nature for all RFP responses to other transit agencies and is fully capable of providing the required verifications upon receiving additional guidance from NCTPA as to any additional requirements relating to this response.
- Lamar has satisfied similar **insurance requirements** under our contracts with approximately 70 other transit agencies. Lamar will provide insurance coverage consistent with our corporate insurance policy. Should we be selected we will arrange a conversation between NCTPA and our insurance broker Marsh to discuss further details.



# DRAFT

## ATTACHMENT B

### GENERAL INFORMATION FORM

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

Legal Name of Firm :

Lamar Transit LLC

Date: 3/13/14

Street Address:

754 South 200 West

Telephone Number:

801/532-4986

City/State/Zip:

Salt Lake City, UT 84101

Firm's e-mail address:

Csexton@lamar.com

NCTPA DBE  NCTPA LBE  DBE  UDBE  None

Type of Organization:

(Corporation, Sole Proprietorship, Partnership, etc.)

Corporation - Lamar Advertising

Business License (documented):

C2740198 (see copy)

Taxpayer ID Number (Federal):

46-4242858 Lamar Transit LLC

Name and Title of Project Manager:

Cheri Thornley, General Sales Manager

Name, Title, and Phone Number of Person Project Correspondence should be directed to:

Casey Sexton, US Territory Manager 801/532-4986

Proposer Work Discipline: Project Delivery Team  Individual Firm

Sub Proposer Information

Firm Name(s) Address

Contact Name/Phone Number Email

NCTPA DBE  DBE  UDBE  None



Casey Sexton  
US Territory Manager

Signature, Name and Title of Person Signing

# DRAFT

## JOINT REQUEST FOR PROPOSALS

To Provide

### Advertising Services

(RFP # 2013 - 04)

Dear Proposers:

The Napa County Transportation and Planning Agency (NCTPA) in concert with its partner agencies; the Solano County Transit (SolTrans), City of Vacaville (City Coach), City of Fairfield (FAST), and the City of Dixon Transit System (Dixon Redit-ride) are issuing a Joint Request for Proposals (RFP) for advertising services. Qualified firms, entities or individuals that possess qualifications, experience and knowledge are encouraged to submit a proposal.

Any contract to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).

To obtain a full copy of the RFP, please contact NCTPA at (707) 259-8636 or download the document in PDF format from our website [www.nctpa.net](http://www.nctpa.net). All inquiries pertaining to this RFP should be emailed to Lawrence E. Gawell, Procurement & Compliance Officer, at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net), no later than **2:00 PM local time, February 14, 2014**. Response to all questions submitted by the deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal conference and will be posted on the NCTPA website: [www.nctpa.net/procurement-opportunities](http://www.nctpa.net/procurement-opportunities). The subject line for questions submitted in writing should include reference to: "Questions – NCTPA JOINT RFP # 2013-04 Advertising Services".

Proposals must be received no later than **2:00 PM local time, on February 28, 2014**.

Late proposals will not be considered. E-mail proposals will **not** be considered.

Proposals will be accepted either by hand delivery or by mail addressed as follows:

Napa County Transportation and Planning Agency  
ATTN: Contracting – RFP # 2013-04  
625 Burnell Street  
Napa, CA 94559-2912

# DRAFT

All correspondence and transmittals should be complete, sealed, and clearly marked as "**Proposal Submittal RFP # 2013-04**" and should indicate the date and time of RFP closing. The proposer must submit an original proposal plus seven (7) copies, (eight (8) hard-copies in total), and one copy in electronic format.

We look forward to receiving a proposal from your firm.

Sincerely,



Kate Miller  
Executive Director

# DRAFT

## REQUEST FOR PROPOSALS

To provide

## ADVERTISING SERVICES

(RFP #2013-04)

Issued by:

Napa County Transportation & Planning Agency

December 20, 2013

### RESPONSES DUE:

**2:00 PM local time, February 28, 2014**

at the

Napa County Transportation & Planning Agency

625 Burnell Street

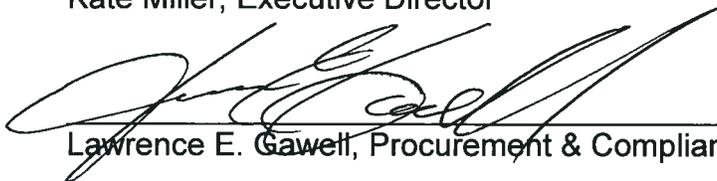
Napa, CA 94559

Release of RFP authorized by:



Kate Miller, Executive Director

12/23/13  
Date



Lawrence E. Gawell, Procurement & Compliance Officer Date

12/20/13

# DRAFT

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ATTACHMENT B GENERAL INFORMATION FORM

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## PROCUREMENT SCHEDULE

### KEY RFP DATES

Issue Date:	December 20, 2013
Pre-proposal Conference:	January 31, 2014 at 2:00 PM local time
Deadline for Submitting Written Questions:	February 14, 2014 by 5:00 PM local time
Answers to Written Questions Posted:	February 19, 2014 by 5:00 PM local time
Deadline for Proposal Submittal:	February 28, 2014 at 2:00 PM local time
Interviews (if requested):	Week of March 10, 2014
Final Selection:	Week of March 17, 2014
Award Contract:	March/April, 2014

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## **SECTION I. INTRODUCTION**

The Napa County Transportation and Planning Agency (NCTPA), Solano County Transit (SolTrans), the City of Dixon Transit System (Dixon Read-Ride), City of Vacaville (City Coach) and City of Fairfield (FAST), collectively referred to as the Transit Agencies herein, are requesting proposals for a period of three (3) years, with two one-year options from qualified advertising firms with experience in the marketing, service and maintenance of transit advertising. The Transit Agencies wish to maximize the revenue generating opportunities at their disposal by the sale of transit related advertising media. In addition to the sale of advertising space, the solicitation also seeks to obtain servicing and maintenance of the advertising space. There is no guarantee that the mix of the vehicle fleets will be stable over the term of any contract. The advertising space available for marketing pursuant to this RFP consists of signage on space inside and outside Transit Agency buses/vehicles, bus shelters and benches, and at transit centers/stations. The combined total advertising opportunities for the Transit Agencies include approximately 221 vehicles, 73 shelters and four (4) transit centers. Attachment A lists some of the available opportunities by agency. The terms of the contract(s) may be modified in negotiations if it is in the best interest of the Transit Agencies. The successful proposal should display creativity in identifying additional advertising opportunities beyond those mentioned. Each proposer should develop and submit a service and marketing plan designed to meet the needs of the Transit Agencies, as well as identifying any collateral marketing opportunities that can be made available in conjunction with this RFP. Each proposal will be evaluated on the basis of the rating criteria published in this RFP and the plans should address those elements. The Transit Agencies contemplate awarding a three-year contract with two one-year options.

### **Napa County Transportation and Planning Agency (NCTPA)**

NCTPA is a joint powers authority established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the County of Napa. NCTPA serves as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County and is responsible for programming State and Federal funding for transportation projects within the county. NCTPA has been serving Napa County's 135,969 residents since 1997. NCTPA operates approximately 43 fixed route active vehicles on approximately 5,000 route miles per day. NCTPA also operates 25 paratransit shuttle vehicles and 2 trolleys approximately 850 miles per day.

NCTPA also provides inter-county/city transit services between Napa Valley cities, towns and the Counties of Sonoma, Solano, and Contra Costa including the Amtrak Station, BART Station and the Vallejo Ferry Terminal. In addition, NCTPA maintains approximately 16 shelters located throughout the City of Napa with transit advertising panels.

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## **Solano County Transit (SolTrans)**

SolTrans is the public transportation provider for the Cities of Benicia and Vallejo, providing local fixed route bus, regional express bus, complementary paratransit, dial-a-ride service, and subsidized taxi services. SolTrans operates seven (7) local routes in Vallejo and five (5) express intercity routes that connect to Suisun City, City of Fairfield, Diablo Valley College, and BART stations in El Cerrito, Pleasant Hill, and Walnut Creek. During FY 2012-13 SolTrans' fixed route bus service carried approximately 1,300,000 passengers. SolTrans paratransit operates origin-to-destination, shared-ride service as a complement to fixed route service, operating the same hours and days as fixed-route, and providing access to the areas in Vallejo and Benicia within  $\frac{3}{4}$  of a mile of local fixed-route bus corridors. SolTrans Paratransit also provides several transfer points for riders to continue on to intercity trips with other Bay Area transit agencies. Fixed-route hours span between 5:50 AM to 8:50 PM Monday through Friday, 6:30 AM to 7:50 PM on Saturday; and 8:30 AM to 7:50 PM on Sunday. SolTrans paratransit bus service operates seven (7) days a week during the same times as fixed-route service. Dial-a-ride along with local and intercity taxi scrip programs supplement scheduled bus service.

## **Dixon (Readi-Ride)**

Dixon's Readi-Ride provides curb-to-curb service within the Dixon City Limits. Hours are 7:00 AM to 5:00 PM Monday-Friday and 9:00 AM to 3:00 PM on Saturdays. Buses hold between 16 and 20 passengers each. Approximately half of Readi-Ride's customers are youth under 18 years old. Senior and disabled customers are approximately 25% and adults the final 25%.

## **Vacaville (City Coach)**

Vacaville City Coach, operates exclusively within the City of Vacaville a population of approximately 93,000 citizens. City Coach recently completed a half-million annual passenger trips and marked the 7<sup>th</sup> consecutive year of ridership growth. City Coach operates 18, 35 foot, compressed natural gas (CNG) buses and six (6) smaller paratransit buses. All buses are used in the City's advertising program which aids in offsetting operating costs. In addition, City Coach has approximately 50 advertising bus shelters scattered evenly throughout the city.

## **Fairfield and Suisun Transit (FAST)**

FAST is the public transportation provider for the Cities of Fairfield and Suisun City, providing local fixed route bus, regional express bus, complementary paratransit, dial-a-ride service, and subsidized taxi services six days per week. FAST operates eight (8) local routes in Fairfield and Suisun City. FAST also operates four (4) Solano Express intercity routes in the Interstate 80 and 680 corridors that connect to Vacaville, Dixon,

# DRAFT

UC Davis, Sacramento, Benicia and three (3) Bay Area Rapid Transit (BART) stations (El Cerrito del Norte, Pleasant Hill, and Walnut Creek). During FY 2012-13 FAST provided over 650,000 rides on its local fixed routes and nearly 400,000 rides on intercity routes. FAST's DART paratransit service provides origin-to-destination, shared-ride service as a complement to its local fixed route service to areas within  $\frac{3}{4}$  of a mile of local fixed-route bus corridors. The FAST fleet is comprised of 27 buses for local fixed route, 21 buses for intercity service and 8 smaller vehicles for paratransit service. FAST operates approximately 36 fixed route active vehicles on approximately 6,000 route miles per day and approximately seven (7) paratransit shuttle vehicles on approximately 700 miles per day. FAST maintains a total of 43 bus shelters and eight (8) of them currently have advertising panels.

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## SECTION 2 - INSTRUCTIONS TO PROPOSERS

### A. Pre-Proposal Conference

A pre-proposal conference will be held on January 31, 2014 at 2:00 PM local time at the NCTPA offices located at 625 Burnell Street, Napa, CA 94559. All prospective proposers are strongly encouraged to attend.

### B. Examination of Proposal Documents

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in ATTACHMENT A, Scope of Work.

### C. Addenda/Clarifications

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend.

All inquiries pertaining to this RFP should be emailed to Lawrence E. Gawell, Chief, Procurement & Compliance, at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than 5:00 PM local time, February 14, 2014. Response to all questions submitted by the deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal meeting and will also be posted on the NCTPA website: by 5:00 PM local time, February 19, 2014. The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFP # 2013-04 Advertising Services [www.nctpa.net/procurement-opportunities](http://www.nctpa.net/procurement-opportunities)."

### D. Submission of Proposals

All proposal submittals shall be transmitted with a cover letter. The person authorized by the firm/team to negotiate a contract with NCTPA shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the proposer selection process. Address the cover letter as follows:

Napa County Transportation and Planning Agency  
ATTN: Contracting – RFP #2013-04  
625 Burnell Street  
Napa, CA 94559-2912

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The proposer shall submit eight (8) (1 original plus 7 copies for a total of 8) hard copies and one (1) electronic CD copy in PDF format of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address, and clearly marked as follows:

**"Proposal Submittal - NCTPA RFP # 2013-04"**

Proposals must be received no later than **2:00 PM local time February 28, 2014**. Late proposals will not be considered.

A proposer may object to a provision of the RFP on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular proposer on the grounds that NCTPA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Procurement & Compliance Officer a written explanation of the basis for the protest:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed not later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered. Any protest based on such grounds not filed within this period will not be considered.
2. Any bid protests regarding the evaluation of bids or proposals, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA no later than 72 hours after the protestor's receipt of the written notice of decision or intended decision to award a contract. Any protest filed after such date that raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered.

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFP is subject to public inspection under the California Public Records Act (Government Code Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure.

## E. Withdrawal of Proposal Submittal

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the Procurement & Compliance Officer a written request for withdrawal signed by, or on behalf of, the Proposer.

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## F. Rights of Parties

This RFP does not commit the Napa County Transportation and Planning Agency (NCTPA), Solano County Transit (SolTrans), City of Vacaville (City Coach), City of Fairfield (FAST) and City of Dixon Transit System (Dixon Redit-ride) to enter into a contract, nor does it create any obligation to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

NCTPA and its partners may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and may require additional evidence or qualifications to perform the services described in this RFP.

NCTPA and its partners reserve the right to:

1. In their sole discretion, to reject any or all proposal submittals.
2. Issue one or more subsequent RFPs.
3. Postpone opening for their own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of particular sub proposers.
6. Negotiate and contract separately with any, all, or none of the Proposers responding to this RFP.
7. Award a contract to one or more Proposers.
8. Waive informalities and irregularities in any proposal.
9. Alter the composition of participating agencies.

## G. Contract Type

Proposers shall be prepared to accept the terms and conditions of NCTPA's standard form contract included as ATTACHMENT C (NCTPA Sample Professional Service Agreement) hereto. If a Proposer desires to take exception to the Agreement, the Proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement": Individual jurisdictions may require their own separate contractual agreement with the successful proposer.

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be taken into account during contract negotiations. Substantial exceptions to the Agreement may be determined by the Agency, at its sole discretion, to be unacceptable.

## **SECTION 3 - FORMAT AND CONTENT OF PROPOSAL**

### **A. Format**

#### **1. Technical Proposal**

Technical Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Eight (1 original plus 7 for a total of 8) hard copies and one (1) electronic CD copy in PDF format of your RFP submittal are due at NCTPA offices no later than the time and date specified in Section 2. INSTRUCTIONS TO PROPOSERS.

The Technical Proposal shall not exceed a total of the equivalent of thirty (30) single sided pages. RFP submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three tabloid-sized (11" x 17") pages. General Information Form, transmittal letter and resumes are excluded from the total page count. Resumes should be limited to no more than two (2) pages in length. Each tabloid-size page is considered one page for the total page count. Loose-leaf or binder-clipped RFP submittals will not be accepted. Font size shall be at least 12 point.

The nature and form of response of the Technical Proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section B below.

#### **2. Revenue Proposal**

This section shall include a full description of the proposer's revenue proposal for carrying out the Scope of Work as described in this RFP. The revenue proposal shall also contain a minimum revenue guarantee to NCTPA and each partner agency, this guarantee shall be specified by jurisdiction.

### **B. Content**

Proposal content, clarity, and completeness are factors that will be considered in evaluating each proposal received in order to determine suitability of each proposer's capabilities. The entire length of the proposal document must be 30 pages or less and shall include:

- TITLE PAGE (not included in 30 page limit)
- TRANSMITTAL (not included in 30 page limit)
- EXECUTIVE SUMMARY
- COMPANY BACKGROUND AND EXPERIENCE

# DRAFT

- QUALIFICATIONS OF PROPOSER
- PROJECT UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- DETAILED WORK PLAN AND SCHEDULE
- REVENUE PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

## 1. TITLE PAGE

The title page should show the RFP title, the name of the proposer's firm, name of a contact person, address, telephone number and the date.

## 2. TRANSMITTAL LETTER

A transmittal letter signed by an official authorized to contractually bind the firm or individual is required. The transmittal letter shall state that the proposal shall be valid for a 180-day period and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the proposer selection process.

Address the cover letter as follows:

Kate Miller  
Executive Director  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, CA 94559

## 3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken. It should include, but not be limited to, the following:

- A description of the work proposed;
- A discussion of the revenue proposal to The Napa County Transportation and Planning Agency (NCTPA), Solano County Transit (SolTrans), City of Vacaville (City Coach), City of Fairfield (FAST), and the City of Dixon Transit System (Dixon Redit-ride);
- A summary of proposed approach;
- The assumptions made in selecting the approach.

## 4. COMPANY BACKGROUND AND EXPERIENCE

A minimum one page description of any previous work with transit

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advertising similar to the services requested, indicating the sponsoring agency, agency project manager and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed. References may or may not be contacted.

## 5. QUALIFICATIONS OF PROPOSER

The proposer who is awarded the contract for this work will be required to comply with all applicable Federal, State, regional and local requirements and must currently hold a license in the State of California.

This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements. Description of pertinent experience shall include a summary of the work performed, revenues generated, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references.

In addition, the selected proposer will be required to provide the certification of eligibility that the proposer has not been debarred or suspended from providing services paid for by the federal government prior to award.

A successful proposer may be required to meet monthly with NCTPA and partner staff, prepare required reports, report information regarding the sales, submit required reports by the required delivery dates and maintain records, accounts and books as necessary.

## 6. PROJECT UNDERSTANDING

This part of the proposal shall contain a description of how the proposer intends to organize its approach to the work. The proposer shall relate how it perceives its role in carrying out the responsibilities required by this multijurisdictional RFP. The proposer shall also provide examples of challenges encountered on similar projects and discuss their approach in handling some of the specific challenges and opportunities it foresees for this project.

## 7. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel assigned to the project and their experience. An organizational chart for the project team and bios for key proposer personnel shall be included. The chart shall indicate how the proposer intends to structure the work effort, and identify, as appropriate, the project director, project manager, team member, and all other key personnel. This section shall include resumés for all key personnel.

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List any present activities and job commitments, including an indication of their ability to timely complete Scope of Work required by this RFP.

## 8. DETAILED MARKETING PLAN AND SCHEDULE

In this section, the proposer is requested to provide details of its marketing plan, methodology, and implementation strategy along with a schedule of start up and implementation. The work plan shall provide a narrative description of the plan for implementing the work tasks as well as any substantive or procedural innovations used by the proposer on similar projects that are applicable to the services described in this RFP.

## 9. REVENUE PROPOSAL

This section shall include a full description of the proposer's revenue proposal for carrying out the Scope of Work as described in this RFP. The revenue proposal shall contain a minimum revenue guarantee to NCTPA and each partner agency, this guarantee shall be specified by jurisdiction.

## 10. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the proposer has taken to ATTACHMENT C – NCTPA Sample Professional Service Agreement.

## 11. APPENDICES

Under this section, proposers shall provide all legal documents and compliance reports including DBE, UDBE, Lobbying, Disbarment, etc.

## **SECTION 4 - SCOPE OF SERVICES TO BE PROVIDED**

The work to be performed under contract based on this RFP is described in the Scope of Work attached hereto as ATTACHMENT A and hereby incorporated herein.

## **SECTION 5 - REQUIRED QUALIFICATIONS**

The NCTPA seeks a motivated, skilled and enthusiastic professional team to be accountable and deliver innovative, high quality services. The Proposer's team may consist of one or more firms; if there is more than one firm, the proposal should clearly state the relationship between the firms and who will lead the team. Proposers responding to this RFP should demonstrate that one or more team members have substantive practical experience and expertise in the following areas:

1. Minimum three (3) years recent experience in the areas discussed under Scope of Work, (see ATTACHMENT A). Please provide brief resume showing work history and similar or relevant work experience by each proposed key

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team member.

## SECTION 6 - PROPOSAL SELECTION AND PROCESS DATES

Dates established for this procurement are established in the procurement schedule.

## SECTION 7 - EVALUATION

The Napa County Transportation and Planning Agency (NCTPA), Solano County Transit (SolTrans), , The City of Vacaville (City Coach), The City of Fairfield (FAST), and the City of Dixon Transit System (Dixon Redit-ride) will evaluate all proposals received and rank them in order of preference. The panel will identify those firms, which based on the ranking, have a reasonable possibility of obtaining the award. It may seek additional information from, or conduct interviews with, the firms so identified prior to the establishment of a final ranking and the initiation of negotiations with one or more firms based on those rankings. Criteria for evaluation are:

CRITERIA	WEIGHT (%)
1. Vendor Product Offerings – presenting a viable marketing plan	20%
2. Experience working with Transit clients – creativity in proposing advertising opportunities	20%
3. Ability to properly service accounts in a timely manner	15%
4. Revenue Plan – by jurisdiction break out.	45%
<b>TOTAL</b>	<b>100%</b>

## SECTION 8 – AWARD

NCTPA and its partners reserve the right to award without interviews, based only upon the initial proposals. Each initial proposal should be submitted with the most favorable terms from both price and technical perspectives. NCTPA and its partners reserve the right to negotiate terms with any proposer.

## SECTION 9 - NON-DISCRIMINATION

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of NCTPA contracts. Proposers and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

## **SECTION 10 - LEVINE ACT**

Proposers will be required to disclose on the record any contribution of more than \$250 which they have made to an NCTPA Board Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to NCTPA Executive Director, Kate Miller. This information will need to be provided before the NCTPA can approve any contract.

## **SECTION 11 - NCTPA DBE REQUIREMENTS**

NCTPA has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the NCTPA encourages all prime proposers to utilize qualified DBE sub proposers on NCTPA projects, NCTPA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NCTPA seeks the utilization of qualified DBEs when such DBEs are available. All prime proposers are required to report on DBE usage during the term of each contract.

For purposes of NCTPA's DBE Policy, a DBE shall be a "Disadvantage Business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the NCTPA's DBE Policy conflicts with any Federal, State or other funding source's programs, policies, regulations or requirements, NCTPA shall make the DBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. NCTPA's DBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

## **SECTION 12 - INDEMNIFICATION AND INSURANCE REQUIREMENTS**

Insurance requirements for this project are set forth in ATTACHMENT C, NCTPA Sample Professional Service Agreement for Services, Section 7 – Insurance and Section 8 – Hold Harmless / Defense / Indemnification. Each jurisdiction may mandate it own insurance and indemnity provisions.

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Attachments follow

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## ATTACHMENT A-1

### SCOPE OF SERVICE

The specific services the successful proposer will provide include, but are not limited to those required to achieve the following:

1. To generate revenue, NCTPA and its partner agencies Solano County Transit (SolTrans), The City of Vacaville (City Coach), the City of Dixon and the City of Fairfield (FAST), make available advertising space ("Base Advertising Space") on their bus/vehicle fleet, on selected bus shelters, benches and at passenger facilities.
  - a. Bus/vehicle space includes whole bus advertising, exterior signage panels (king, queen, tails, and other premium-sized products), and interior vehicle signage space.
  - b. Bus shelters space includes benches and shelters listed in this RFP.
  - c. Passenger facility advertising space includes kiosks and dioramas available at Transit Centers.
2. In addition to the sales of advertising space, the solicitation also includes servicing and maintenance of the advertising space and provision and installation of any needed display racks. Any damage caused to the exterior/interior of buses/vehicles, such as paint discoloration, etc, caused by direct applications to vehicles shall be the sole responsibility of the contractor.
3. The intent of this solicitation is to maximize the revenues generated by the sale of transit-related advertising media. The successful proposal should also display creativity in identifying additional advertising opportunities beyond those already noted.
4. NCTPA and its partner agencies will lease/license to the contractor advertising space inside and outside of revenue vehicles and inside and outside transit centers/stations as well as any other areas proposed by the vendor and accepted by the agencies. The Contractor shall have exclusive advertising rights in these areas.
5. The Contractor is expected to make every effort to sell the maximum amount of space that is available. Space not sold will first be made available to non-profit or public service advertisers according to rate card fees. If space remains unsold, the Contractor shall then make the space available to NCTPA and the owner agencies for self-promotions.
6. Vendor personnel shall wear a distinguishable name tag/identification card while working at NCTPA or partner agency locations.

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7. The NCTPA has adopted advertising guidelines (attached) setting forth standards of acceptability for commercial and non-commercial advertising at NCTPA. The guidelines formally establish criteria by which advertising displays on or at NCTPA property can be judged suitable for display. Partner agencies may have advertising guidelines that vendor must adhere to when placing ads.
8. NCTPA and its partner agencies will require advertising space for self or joint promotions. The monthly quantity will be mutually agreed upon by NCTPA, the partner agency and the contractor. This space should not be classified as "Media Trade".
9. NCTPA and its partner agencies will make available buses for use as Illustrated Buses. The contractor may request buses for this purpose subject to approval of NCTPA or the partner agency. NCTPA or the partner agency will have the right to require the contractor to repair damage to illustrated buses. All designs for illustrated buses shall be subject to prior approval by NCTPA or the partner agency. NCTPA or the partner agency shall approve technology of application on Illustrated Buses.
10. Remuneration terms should be proposed which will allow NCTPA and its partner agencies to enjoy the most advantageous compensation package. It is anticipated that the contract will be for three years, with two one- year options, but NCTPA and its partner agencies are receptive to modifications to the contract terms. The contractor must specify the commission rate offered, "trade" arrangements, and cash payments guarantees offered. A compensation plan featuring a high cash guarantee payment with an equitable sharing arrangement for the balance is desirable. The proposal must contain a revenue guarantee payable to each jurisdiction.
11. **INCLUSIONS:** Advertising opportunities included in this RFP not previously addressed that NCTPA and its partner agencies may entertain proposals on include:
  - a. ELECTRONIC ADVERTISING INFORMATIONAL SIGNS.
  - b. WEBSITE: Banner advertising or similar on websites.
  - c. OTHER MEDIA. Fare media, schedules, time tables etc.
  - d. OMNI KIOSKS: kiosk advertising at facilities that are complaint with all local regulations.
  - e. CLOSED CIRCUIT TELEVISIONS:
  - f. SPONSORSHIPS: Potential sponsors (naming rights) for properties and vehicle lines.
13. **Production Costs:** NCTPA and/or its partner agencies shall not bear the burden of any expense related to the cost of producing or creating any advertisement. All such costs shall be the responsibility of the successful proposer or their advertiser.

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## ATTACHMENT A-2

### Summary - NCTPA and Partner Agency Inventory

#### NCTPA

- 50 fixed route vehicles
- 25 paratransit vehicles
- 5 shuttle and trolley vehicles
- 16 bus shelters
- 1 transit center and 1 park-n-ride with multiple panels

#### Soltrans

- 64 fixed route vehicles
- 12 paratransit vehicles

#### Fairfield

- 27 local fixed route buses
- 21 intercity fixed route buses
- 8 paratransit buses
- 12 bus shelters

#### Vacaville

- 18 fixed route buses
- 6 DAR buses
- 45 bus shelters
- 2 transit centers with 10 large advertising panels

#### Dixon

- 7 paratransit vehicles
- 1 shelter at intercity bus stop

**INVENTORY AVAILABLE FOR ADVERTISING IS NOT GUARANTEED AND MAY CHANGE DURING THE TERM OF THE CONTRACT. VEHICLE UTILIZATION IS SUBJECT TO OPERATIONAL CONSIDERATIONS AND IS NOT GUARANTEED.**

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## ATTACHMENT - A3

### NCTPA ADVERTISING GUIDELINES

1. NCTPA intends that its vehicles and facilities constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth herein. Certain forms of paid advertising will not be permitted for placement or display on or in NCTPA facilities or vehicles. Unpaid advertisements will not be permitted with the exception of NCTPA operational and promotional material.

2. **The NCTPA will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances.**

3. **NCTPA will not display or permit to be displayed any advertisement that falls with one or more of the following categories:**

A. **Demeaning or Disparaging.** The advertisement contains material that demeans or disparages an individual, group of individuals or entity. For purposes of determining whether an advertisement contains such material, NCTPA will determine whether a reasonably prudent person, knowledgeable of NCTPA's customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of an individual, group of individuals or entity.

B. **Tobacco.** The advertisement promotes the sale or use of tobacco or tobacco related products, or depicts such products.

C. **Alcoholic Beverages to Youth.** The advertisement promotes the sale to or consumption by persons under the age of twenty-one years of age of beer, wine or distilled spirits.

D. **Profanity.** The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.

E. **Graffiti.** The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.

F. **Human or animal graphics.** The advertisement contains graphics that include, but are not limited to, the depiction of a human or animal body or body parts, or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement.

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**G. Violence.** The advertisement either (1) contains an image or description of graphic violence, including, but not limited to the depiction of weapons or other implements or devices used in the advertisement to depict an act or acts of violence or harm to a person or animal; or (2) the advertisement or any material contained therein, incites or encourages, or appears to incite or encourage, violence or violent behavior.

**H. Unlawful goods or services.** The advertisement, or any material contained in it, promotes or encourages the use or possession of unlawful or illegal goods or services.

**I. Unlawful or Detrimental Conduct.** The advertisement, or any material contained in it, promotes or encourages unlawful or illegal behavior or activities, or behavior that promotes activities that are detrimental to the maintenance and safe operation of the NCTPA system.

**J. False or Deceptive Commercial Speech.** The advertisement proposes a commercial transaction and the advertisement, or any material contained in it, is clearly false or deceptive.

**K. Libelous, Copyright or Patent Infringement.** The advertisement, or any material contained in it, is libelous, or an infringement of a copyright or a patent or is otherwise unlawful, illegal or likely to subject NCTPA to litigation.

**L. Obscenity or Nudity.** The advertisement contains obscene material or images of nudity. For purposes of these guidelines, the term "obscene matter" shall have the meaning set forth in California penal Code Section 311.

**M. Prurient Interest.** The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of human activity in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term "minor" shall have the meaning contained in California Penal Code Section 313.

**N. "Adult"-oriented Goods or Services.** The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with films rated "X" or "NC-17," adult books stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.

**O. Endorsement.** The advertisement, or any material contained in it, implies or declares an endorsement by NCTPA, its directors, management or employees of any service, product, or point of view, without the express prior written authorization of the NCTPA Board of Directors.

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**P. Injurious to NCTPA and its Mission.** The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, denigrates NCTPA or promotes alternatives to NCTPA in a manner that directly impairs NCTPA ridership and/or revenue.

4. NCTPA will not allow political candidate advertising or issue advertising regardless of source.

## ATTACHMENT - A-4

### VACAVILLE CITY COACH TRANSIT ADVERTISING POLICY

The City of Vacaville ("City") provides public transportation services ("City Coach") within the City of Vacaville.

The City is engaged in the sale of advertising in and upon the property and rolling stock of the City's transit fleet ("Transit Facilities"), consisting of:

- (1) print advertising on the exterior of the City's buses;
- (2) print advertising displayed on bus shelters in the City's service area;
- (3) print advertising on the interior of the City's buses;
- (4) advertising on the exterior of City's buses in the form of an advertising "wrap".

This Advertising Policy ("Policy") shall apply to the sale of all forms of advertising on all Transit Facilities owned and/or managed by the City.

#### I. PURPOSE

The City, in its sole discretion, will make space on or at its Transit Facilities available for limited types of advertising ("Permitted Advertising"). In adopting this Policy that allows limited types of advertising on or at its Transit Facilities, the City does not intend to create a public forum for public discourse or expressive activity or a forum for all types of advertising. The City's acceptance of advertising does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public transportation, the City does not intend its acceptance of advertising to convert its Transit Facilities into open public forums for public discourse and debate. Rather, as noted below, the City's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its transit operations. In furtherance of that discreet and limited objective, the City retains strict control over the nature of the advertisements accepted for posting on or at its Transit Facilities and maintains its advertising space as a limited public forum. "(A) city transit system has discretion to develop and make reasonable choices concerning the type of advertising that may be displayed in its vehicles." *Lehman v. Shaker Heights*, 418 U.S. 298, 303 (1974).

This Policy advances the City's revenue-generating objective by prohibiting advertisements that could detract from that goal by creating substantial controversy, interfering with and diverting resources from transit operations and/or posing significant risks of harm, inconvenience, or annoyance to transit passengers, operators and vehicles. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this Policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue.

This policy is intended to provide clear guidance as to the types of advertisements that will enable the City to generate revenue and enhance transit operations. Further, by not allowing the types of advertising specified in Section III below, the City will: (a) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference with or disruption of the transit system; and (b) continue to build and retain transit ridership.

## II. PERMITTED ADVERTISING

### A. Exterior Advertising

The display of Permitted Advertising on the exterior of the Transit Facilities ("Exterior Advertising") is intended to supplement fare revenue and other income that funds the City's transit operations and promotes the City's transit operations. In order to realize the maximum benefit from the sale of advertising space, the City's advertising program must be managed in a manner that will procure as much revenue as practicable, while ensuring that the advertising is of a type that does not discourage the use of the transit system, does not diminish the City's reputations in the community or the good will of their patrons, and is consistent with the principal purpose of providing safe and efficient public transportation. To attain these objectives, the City establishes the following regulations, which govern Exterior Advertising. Exterior Advertising permitted under this Section shall not contain displays or messages that are not permitted under Section III, below.

Exterior Advertising includes the following categories of advertisements:

1. Commercial Advertising. "Commercial Advertising" is advertising for which the sole purpose is to sell products, goods or services for a profit. Commercial advertising does not include advertising that combines a commercial message with a message that is not permitted under this Policy, e.g. an advertisement that offers a product for sale and promotes the election of a candidate for public office.
2. Transit Operations of City Coach. "Transit Operations Advertising" is advertising that advertises or promotes City Coach, such as the use of its transit services.

### B. Interior Advertising

The City recognizes that passengers are a captive audience to advertisements that are posted on the interior of the City's buses ("Interior Advertising"). The City desires not to subject its passengers to advertisements relating to elections, politics, religion, or issues over which public opinion may differ because such advertisements may offend some passengers, which could discourage their patronage and, in turn, decrease transit revenues.

The City, therefore, establishes the following regulations governing Interior Advertising. As with Exterior Advertising, Interior Advertising permitted under this Section shall not contain displays or messages that are not permitted under Section III, below.

Interior Advertising includes the following categories of advertising:

1. Public Service Advertising. "Public Service Advertising" is advertising by governmental entities, academic institutions or tax-exempt nonprofit organizations that relates to community, art, cultural, educational, health, or safety events, programs and/or messages. Public Service Advertising does not include advertisements that include/combines Public Service Advertising, Commercial Advertising or contain any direct or indirect reference to religious, political or issue advocacy. Upon the City's request, nonprofit entities must document their tax-exempt status. Unless the source of the Public Service Advertising is obvious from the content or copy, the advertisement must specifically identify the advertisement's sponsor.

2. Transit Operations of City Coach. "Transit Operations Advertising" is advertising that promotes City Coach, such as the use of its transit services.

3. Cross-promotional Advertising. "Cross-promotional Advertising" is advertising in which the City collaborates with for-profit entities to promote the use of City Coach as a means of travel to a specific event or activity. Cross-promotional Advertising does not include advertising that combines a cross-promotional message with a message that is not permitted under this Policy, e.g. an advertisement that promotes the use of City Coach as a means of travel to a political or religious event.

### **III. EXCLUDED ADVERTISING APPLICABLE TO EXTERIOR AND INTERIOR ADVERTISING**

Exterior Advertising and Interior Advertising cannot be displayed or maintained on Transit Facilities if information contained in the advertisement includes one or more of the following:

1. False, misleading, or deceptive statements or information.
2. Statements or information that is defamatory or likely to hold up to scorn or ridicule a person or group of persons.
3. Obscene or pornographic materials, depictions, or statements.
4. Statements or information that advocate imminent lawlessness or violent action.
5. Statements or information that promote alcohol or tobacco products or their use.
6. Religious Advertisements, as defined below.
7. Political Advertisements, as defined below.
8. Intellectual property infringement, including piracy or infringement of copyright, trade dress, service mark, title or slogan.
9. Unauthorized Endorsements, as defined below.

For purposes of this Policy:

"Religious Advertisements" means advertisements that contain any direct or indirect reference to religion, or to any religion, or to any deity or deities, or which includes the existence, nonexistence or other characteristics of any deity or deities, or to any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion. This prohibition on Religious Advertisements includes, but is not limited to, the depiction of text, symbols, or images commonly associated with any religion or with any deity or deities, or any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion.

"Political Advertisements" means advertisements that refer to a particular ballot question, initiative, petition, referendum, candidate for office, political party, or viewpoint or that expresses or advocates opinions or positions upon any of the foregoing.

“Unauthorized Endorsements” means advertising that implies or declares that the City or its entities, officials, or employees endorses a product, service, viewpoint, event, person, or program. This prohibition on Unauthorized Endorsements does not include or apply to advertising for a service, event or program for which the City is an official sponsor, co-sponsor or participant.

## **IV. ADMINISTRATION AND ENFORCEMENT OF POLICY**

### **A. Review by Contractor**

The City may incorporate this Policy into any of its advertising management contracts. The contracting party to such contract (“Contractor”) shall not submit for display on or in the Transit Facilities any advertisement that does not comply with the standards or provisions of this Policy. If the Contractor is in doubt whether an advertisement complies with the standards or provisions of this Policy, the Contractor shall notify the City’s Transit Manager, or his/her designee of the uncertainty before submitting the advertisement for display and the specific provision or standard of this Policy that the Contractor is uncertain of.

### **B. Review by Transit Manager, or Designee**

If the Contractor determines that an advertisement may not comply with the standards or provisions of this Policy, the Contractor shall promptly send the advertisement and supporting information (including the name of the advertiser, the size and number of the proposed advertisements, the dates and locations of the proposed advertisements, and a notation of the standard or provision of concern) to the Transit Manager, or his/her designee, for review. The Transit Manager, or his/her designee, shall review the advertisement and supporting information to determine whether the advertisement complies with this Policy. If the Transit Manager, or his/her designee determines that the advertisement does not comply with this Policy, he/she shall specify in writing the standard or provision with which the advertisement does not comply, and shall so notify the Contractor.

### **C. Notification to Advertiser**

The Contractor will promptly notify the advertiser in writing of the Transit Manager’s decision to reject the advertisement, together with a copy of this Policy, and will specify the standard or provision that the advertisement fails to comply with.

### **D. Appeal to Director of Public Works**

The Transit Manager’s decision to reject an advertisement may be appealed by the advertiser to the City’s Public Works Director, or his/her designee, by providing written notification of the appeal within fifteen (15) calendar days of the date of Contractor’s notice. The Director of Public Works shall allow the advertiser and the Transit Manager, or his/her designee, to present any relevant argument or evidence they wish to offer. The Director of Public Works’ decision of the appeal shall be final.

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## ATTACHMENT B

### GENERAL INFORMATION FORM

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

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's e-mail address:

NCTPA DBE  NCTPA LBE  DBE  UDBE  None

Type of Organization:

(Corporation, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Project Manager:

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Name, Title, and Phone Number of Person Project Correspondence should be directed to:

Proposer Work Discipline: Project Delivery Team  Individual Firm

Sub Proposer Information

Firm Name(s) Address

Contact Name/Phone Number Email

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NCTPA DBE  DBE  UDBE  None

Signature, Name and Title of Person Signing

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## ATTACHMENT C

### **NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT**

Please refer to our website [www.nctpa.net](http://www.nctpa.net) for the model Professional Services Agreement. Partner agencies may require a separate contract.

## ATTACHMENT D

### FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website [www.nctpa.net](http://www.nctpa.net) for content of Federal required clauses.

#### Federal Required and Other Model Contract Clauses

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Srvc
1. Fly America - Required for air transportation.	>\$100,000		>\$100,000			>\$100,000	
2. Buy America		X					
3. Charter Bus and School Bus							
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post-Delivery Audit	X	Turnkey					
10. Lobbying	>\$100,000	X	X	X	X	X	X
11. Access to Records and Reports	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
12. Federal Changes	X	X	X	X	X	X	X
13. Bonding	X	X	X	X	X	X	X
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	* >\$10,000	* >\$10,000	>\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts			>\$2,000				
17. Contract Work Hours and Safety Standards Act			>\$100,000				
19. No Government Obligation to Third Parties	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
21. Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement)	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act	X	X	X	X	X	X	X
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patent and Rights in Data							
27. Transit Employee Protective Agreements		X					
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing		X					

\* Procurement of items designated by EPA - 40CFR247

January 2007

RASTO:Procurement:ProceduresFTA Required Clauses Chart.xls:forms

# DRAFT

## EXHIBIT B

### ADVERTISING GUIDELINES

1. NCTPA intends that its vehicles and facilities constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth herein. Certain forms of paid advertising will not be permitted for placement or display on or in NCTPA facilities or vehicles. Unpaid advertisements will not be permitted with the exception of NCTPA operational and promotional material.
2. **The NCTPA will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances.**
3. **NCTPA will not display or permit to be displayed any advertisement that falls with one or more of the following categories:**
  - A. **Demeaning or Disparaging.** The advertisement contains material that demeans or disparages an individual, group of individuals or entity. For purposes of determining whether an advertisement contains such material, NCTPA will determine whether a reasonably prudent person, knowledgeable of NCTPA's customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of an individual, group of individuals or entity.
  - B. **Tobacco.** The advertisement promotes the sale or use of tobacco or tobacco related products, or depicts such products.
  - C. **Alcoholic Beverages to Youth.** The advertisement promotes the sale to or consumption by persons under the age of twenty-one years of age of beer, wine or distilled spirits.
  - D. **Profanity.** The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.
  - E. **Graffiti.** The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.
  - F. **Human or Animal Graphics.** The advertisement contains graphics that include, but are not limited to, the depiction of a human or animal body or body parts, or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement.
  - G. **Violence.** The advertisement either (1) contains an image or description of graphic violence, including, but not limited to the depiction of weapons or other implements or devices used in the advertisement to depict an act

# DRAFT

or acts of violence or harm to a person or animal; or (2) the advertisement or any material contained therein, incites or encourages, or appears to incite or encourage, violence or violent behavior.

- A. **Unlawful Goods or Services.** The advertisement, or any material contained in it, promotes or encourages the use or possession of unlawful or illegal goods or services.
- I. **Unlawful or Detrimental Conduct.** The advertisement, or any material contained in it, promotes or encourages unlawful or illegal behavior or activities, or behavior that promotes activities that are detrimental to the maintenance and safe operation of the NCTPA system.
- J. **False or Deceptive Commercial Speech.** The advertisement proposes a commercial transaction and the advertisement, or any material contained in it, is clearly false or deceptive.
- K. **Libelous, Copyright or Patent Infringement.** The advertisement, or any material contained in it, is libelous, or an infringement of a copyright or a patent or is otherwise unlawful, illegal or likely to subject NCTPA to litigation.
- L. **Obscenity or Nudity.** The advertisement contains obscene material or images of nudity. For purposes of these guidelines, the term “obscene matter” shall have the meaning set forth in California penal Code Section 311.
- M. **Prurient Interest.** The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of human activity in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term “minor” shall have the meaning contained in California Penal Code Section 313.
- N. **“Adult”-oriented Goods or Services.** The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with films rated “X” or “NC-17,” adult books stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.
- O. **Endorsement.** The advertisement, or any material contained in it, implies or declares an endorsement by NCTPA, its directors, management or employees of any service, product, or point of view, without the express prior written authorization of the NCTPA Board of Directors.
- P. **Injurious to NCTPA and its Mission.** The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, denigrates NCTPA or promotes alternatives to NCTPA in a manner that directly impairs NCTPA ridership and/or revenue.

# DRAFT

## **4. Political Advertising**

NCTPA will allow political candidates advertising on a first come, first served basis. All political advertising material shall state “paid political advertising” and shall comply with all election and campaign laws and regulations. All political advertising shall be paid in full in advance of installation and all political advertising shall be charged at the printed rate card fee. Such advertising shall be removed within 15 days of the date of any election to which the advertising relates.

# DRAFT

## EXHIBIT C

### REMUNERATION

NCTPA will receive 45% revenue share\*\*. Lamar agrees to make monthly payments to NCTPA and provide a full monthly accounting of ads sold and relevant revenue and expenses.

\*\*

*“Revenue share calculation to be based on advertising space sales. The industry standard for the definition of net advertising space sales will apply, i.e., All agency commissions, art, production and installation fees shall be excluded from the gross sales revenues. In the event advertising materials must be removed or replaced due to changes mandated by content not meeting advertising guidelines, the cost of art, production, removal or replacement will not be excluded from the gross sales revenue.”*

# DRAFT

## EXHIBIT D

### PERMITTED ADVERTISING DISPLAYS AND PRODUCTS

The following types of on-bus advertising products shall be permitted:

- KING DISPLAYS (30" X 144")
- QUEEN DISPLAYS (30" X 88")
- TAIL DISPLAYS (21" X 70")
- SUPERTAIL (2'6" X 7')
- FULL BACK (9' X 7')
- EMPRESS (42" X 114")
- SUPER KING (30" X 216")
- KONG (3'6" X 19')
- SUPER SQUARE (9' X 12')
- KING KONG (9' X 19')
- HEADLINER (1' X 40')
- EXTENSIONS (sizes vary)
- INTERIOR CARDS (11" X 28")
- BUS SHELTERS

The following types of on-bus advertising products shall be permitted only by pre-approval of NCTPA on a case-by-case basis:

- FULL SIDE (9' X 40')
- FULL WRAP (2 FS + FB)
- Other products as may be presented by Lamar.

# LAMAR TRANSIT: EXHIBIT E DRAFT SAMPLE PRODUCTS

## SIGNATURE AND TRADITIONAL DISPLAYS

**KING DISPLAYS** (30" X 144")



**QUEEN DISPLAYS** (30" X 88")



**TAIL DISPLAYS** (21" X 70")



**SUPERTAIL** (2'6" X 7')



**FULL BACK** (9' X 7')



**EMPRESS** (42" X 114")



**SUPER KING** (30" X 216")



**KONG** (3'6" X 19')



**SUPER SQUARE** (9' X 12')



**KING KONG** (9' X 19')



**FULL SIDE** (9' X 40')



**FULL WRAP** (2 FS + FB)



**HEADLINER** (1' X 40')



**EXTENSIONS** (sizes vary)



**INTERIOR CARDS** (11" X 28")



**TRAIN CENTER STAGE** (11' X 10')



**TRAIN FULL SIDE/WRAP** (11' X 80' each side)



\*Availability of specific products differs from market to market. All copy is subject to approval. All markets and their agents reserve the right to reject advertising based on their standards and shall not be liable for art, production, and/or cost incurred by advertiser or its agency if advertising is rejected.



May 21, 2014  
NCTPA Agenda Item 9.1  
Continued From: April 16, 2014  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: [aonorato@nctpa.net](mailto:aonorato@nctpa.net)  
**SUBJECT:** Public Hearing on the NCTPA FY 2014-15 Budget, Approval of Resolution No. 14-12 Adopting the NCTPA FY 2014-15 Budget, and Approval of Resolution No. 14-13 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) for Allocation of Transit Development Act (TDA), State Transit Assistance (STA), and Regional Measure 2 (RM2) Funds

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### **RECOMMENDATION**

That the NCTPA Board:

- (1) Hold a public hearing on the NCTPA FY 2014-15 Budget;
- (2) Approve Resolution No. 14-12 (Attachment 1) adopting the NCTPA FY 2014-15 budget of:
  - \$15,839,100 in revenues and expenditures,
  - \$ 2,062,000 in depreciation expense
  - \$ 3,111,300 capital budget
  - \$21,012,400 TOTAL BUDGET**
- (3) Authorize a total Transportation Development Act (TDA) claim comprised of:
  - \$ 5,346,640 in TDA Articles 4, 4.5 and 8 for transit operations
  - \$ 1,217,900 TDA Article 8 for administration and planning activities
  - \$ 2,014,600 in TDA Article 4 capital funds
  - \$ 390,000 in RM2 Operating Assistance
  - \$ 1,250,100 in State Transit Assistance
  - \$10,219,240 TOTAL MTC CLAIM**
- (4) Approve Resolution No. 14-13 (Attachment 2) authorizing the filing with the MTC for allocation of TDA, STA, and RM2 funds, and
- (5) Authorize the NCTPA Executive Director or designee to sign any claims, applications or agreements in order to move funds into the Agency or to Member Agencies.

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**COMMITTEE RECOMMENDATION**

The VINE Consumer Advisory Committee and Paratransit Coordinating Council have reviewed the Public Transit Budgets.

**EXECUTIVE SUMMARY**

The proposed FY2014-15 budget is balanced. Overall expenditures total \$21,012,400. The proposed budget reflects compliance with fiscal policies and direction provided to staff on an ongoing basis by the Board of Directors.

**PROCEDURAL REQUIREMENTS FOR PROPOSED BUDGET**

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

**FISCAL IMPACT**

Is there a fiscal impact? Yes. \$21,012,400. A final approval by the Board will adopt the FY 2014-15 NCTPA budget of \$15,839,100 in operational revenue and expenditures; \$3,111,300 capital budget; and \$2,062,000 depreciation expense.

Is it Currently Budgeted? No.

Where is it budgeted? N/A.

Is it Mandatory or Discretionary? Mandatory

Future Fiscal Impact: For FY 2014-15. Operating budgets do not carry over to the next fiscal year and must be approved on a yearly basis.

Consequences if not approved: The NCTPA Board of Directors is required to adopt an annual budget by June 30th for the upcoming fiscal year.

**CEQA REQUIREMENTS**

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

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## **BACKGROUND AND DISCUSSION**

Agency staff began the budget process in January 2014. As part of that effort, staff conducted an ad-hoc budget review with members of the Board in April 2014 to develop and produce a “final” budget. In the April review, committee members had the opportunity to ask questions regarding sources of funding, reasons for expenditures, purpose of capital purchases, and any concerns about budget development.

A draft budget and presentation was provided to the Board at the first reading at the NCTPA Board Meeting on April 16, 2014. Board members and the public had the opportunity to ask questions during the meeting. NCTPA staff also noted that it would entertain questions and comments any time before adoption. Staff has not received any questions since the first reading.

Revisions to the draft budget have occurred since the first reading on April 16, 2014. Staff has made one addition and one revision to the budget as noted below. The final outcome of this process is the approval and adoption of the budget by resolution.

*Revisions since the first reading on April 16, 2014:*

### **Congestion Management Authority**

Added: \$250,000 to the Planning/Professional Services Budget to increase the Pedestrian Focused Active Transportation Plan from \$50,000 to \$300,000.

### **Public Transit**

No Revisions.

### **Capital Projects**

Added: \$167,000 for purchase of PODS Wheelchair restraint devices using \$121,000 in grant funding and \$46,000 in TDA Capital.

## **SUPPORTING DOCUMENTS**

Attachments: (1) Resolution No. 14-12  
(2) Resolution No. 14-13  
(3) FY 2014-15 NCTPA Budget

**RESOLUTION No. 14-12**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
ADOPTING THE FY 2014-15 BUDGET**

**WHEREAS**, the Napa County Transportation and Planning Agency (NCTPA) is designated the countywide transportation planning agency responsible for Highway, Street and Road, and transit planning and programming within Napa County; and

**WHEREAS**, on an annual basis the NCTPA Board reviews and approves a budget for all transit services - fixed route, deviated route, paratransit, and taxi subsidy as well as NCTPA administration and planning; and

**WHEREAS**, certain Bay Area Air Quality Management District, Congestion Management Authority, Abandoned Vehicle Abatement Authority, Federal Transit Administration, State Transit Assistance, Regional Measure 2, Caltrans, and Transportation Development Act funds are passed through NCTPA, and

**WHEREAS**, NCTPA held a public hearing on May 21, 2014, to consider public input on the proposed budget:

**NOW, THEREFORE, BE IT RESOLVED**, that the NCTPA Board adopt the FY 2014-15 Budget in the amount of \$21,012,400 and authorizes the Executive Director to take all necessary actions to secure indicated Federal, State, Regional, and Local resources, and to execute contracts with Member Agencies or funding entities as necessary.

Passed and Adopted the 21st day of May, 2014.

\_\_\_\_\_  
Keith Caldwell, NCTPA Chair

Ayes:

Noes:

Absent:

ATTEST:

\_\_\_\_\_  
Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel

**RESOLUTION No. 14-13**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
AUTHORIZING THE FILING WITH THE  
METROPOLITAN TRANSPORTATION COMMISSION (MTC)  
FOR ALLOCATION FOR TRANSPORTATION DEVELOPMENT ACT (TDA),  
REGIONAL MEASURE 2 (RM2), AND STATE TRANSIT ASSISTANCE (STA) FUNDS  
FOR FISCAL YEARS 2014-15**

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

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

**WHEREAS**, the STA fund is created pursuant to Public Utilities Code 99310 *et seq.*; and

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

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

**WHEREAS**, TDA funds from the Local Transportation Fund of Napa County and STA funds will be required in FY 2014-15 for eligible applicants for the purpose of community transit services (PUC 99275), support of public transportation (PUC 99260), exclusive service to elderly and handicapped (PUC99260.7), planning contributions, acquisition of real property, construction of facilities, transit capital expenditures (PUC

99262), public or special group transportation (PUC 99400(c)), administrative and planning cost with respect to transportation services under contract (PUC 99400(d)), and capital expenditures to acquire vehicles and related equipment for transportation services (PUC 99400(e));and

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, to the full extent permitted by law, that NCTPA shall indemnify and hold harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), to the extent that they arise out of, pertain to, or relate to the negligent acts of omissions of NCTPA its officers, employees or agents, or subcontractors or any of them in connection with its performance of professional services under this allocation of RM2 funds which constitute negligence, recklessness, or willful misconduct. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM2 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages; and

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

**BE IT FURTHER RESOLVED**, that the Executive Director or her designee is authorized to execute and file appropriate TDA, RM2, and STA applications together with all necessary supporting documents with MTC for an allocation of TDA, RM2, and STA funds in FY 2014-15; and

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

Passed and Adopted the 21st day of May, 2014.

\_\_\_\_\_  
Keith Caldwell, NCTPA Chair

Ayes:

Noes:

Absent:

ATTEST:

\_\_\_\_\_  
Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel

## Budget Inputs-CONSOLIDATED CMA and PUBLIC TRANSIT

Statement of Revenue, Expenses

Includes AVAA and TFCA (for Informational Purposes)

Updated 4/18/14 at 10:00am

	A	C	D	F
			(C-A)	
			Draft - Approved	
	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	1,188,600	1,317,560	128,960	10.8%
2 Farebox Contribution	94,800	94,900	100	0.1%
3 Ad Revenue and Other Operating Revenue	52,900	92,900	40,000	75.6%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	1,336,300	1,505,360	169,060	12.7%
5				
6 <b>TOTAL- Transportation Development Act</b>	6,289,670	6,564,540	274,870	4.4%
7				
8 REV- INTERGOVERNMENTAL				
9 Federal: FTA 5307, Operating	1,563,100	1,552,900	(10,200)	-0.7%
10 Federal: FTA 5311 Operating	670,900	550,500	(120,400)	-17.9%
11 Federal: FHWA 20.205	998,000	1,000,000	2,000	0.2%
12 Federal: Other	1,250,000	1,250,000	-	0.0%
13 State: State Transit Assistance (STA)	1,494,600	1,250,100	(244,500)	-16.4%
14 Regional: Other	461,700	461,700	-	0.0%
15 Regional: MTC	425,000	425,000	-	0.0%
16 PPM	117,000	117,000	-	0.0%
17 State: Other	549,700	549,700	-	0.0%
18 Jurisdictions	236,300	236,300	-	0.0%
19 TFCA	200,000	200,000	-	0.0%
20 TFCA Admin	10,000	10,000	-	0.0%
21 AVAA	136,000	136,000	-	0.0%
22 Interfund Revenue	335,000	352,000	17,000	5.1%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	8,112,300	7,739,200	(373,100)	-4.6%
24				
25 <b>INTEREST</b>	27,600	30,000	2,400	8.7%
26				
27 <b>TOTAL REVENUES</b>	<b>\$15,765,870</b>	<b>\$15,839,100</b>	<b>\$73,230</b>	<b>0.5%</b>
28				
<b>OPERATING EXPENSES</b>				
29				
30				
31 <b>PERSONNEL COSTS</b>				
32 Salaries and Wages	1,238,800	1,295,000	56,200	4.5%
33 Employer Payroll Taxes	36,000	37,200	1,200	3.3%
34 Retirement	143,300	156,000	12,700	8.9%
35 Dental/Vision/Life/LTD	24,000	24,000	-	0.0%
36 Health	145,000	159,600	14,600	10.1%
37 Medicare	17,400	18,700	1,300	7.5%
38 Employee Assistance Program (EAP)	3,000	3,000	-	0.0%
39 Workers Compensation	8,400	10,200	1,800	21.4%
40 OPEB Contribution	27,000	40,000	13,000	48.1%
41 457 Employer Contribution	12,000	12,000	-	0.0%
42 Other Benefits Expense	600	600	-	0.0%
43 Salary Chargeback to Public Transit	(1,100)	-	1,100	-100.0%
44 <b>TOTAL PERSONNEL COSTS</b>	1,654,400	1,756,300	101,900	6.2%
45				
46 <b>OPERATING EXPENSES</b>				
47 Administration Services	12,300	12,300	-	0.0%
48 Accounting/Auditing Services	97,000	96,700	(300)	-0.3%
49 Information Technology Service	94,548	105,400	10,852	11.5%
50 Legal Services	74,000	90,500	16,500	22.3%
51 Temporary/Contract Help	20,000	20,000	-	0.0%
52 Professional Fees	2,974,500	3,030,000	55,500	1.9%
53 Security Services	49,000	51,800	2,800	5.7%
54 Maintenance-Equipment	47,000	10,000	(37,000)	-78.7%
55 Purchase Transportation	7,716,002	7,764,500	48,498	0.6%
56 Maintenance-Buildings/Improvement	58,800	138,700	79,900	135.9%
57 Maintenance- Software	45,000	36,000	(9,000)	-20.0%
58 Maintenance-Vehicles	237,000	112,000	(125,000)	-52.7%
59 Rents and Leases - Equipment	9,600	9,000	(600)	-6.3%
60 Rents and Leases - Bldg/Land	35,000	36,000	1,000	2.9%
61 Insurance - Premiums	70,000	55,000	(15,000)	-21.4%
62 Communications/Telephone	8,400	8,500	100	1.2%
63 Advertising/Marketing	227,000	140,000	(87,000)	-38.3%
64 Printing & Binding	61,200	60,000	(1,200)	-2.0%
65 Bank Charges	1,200	4,500	3,300	275.0%
66 Public/ Legal Notices	5,200	6,000	800	15.4%
67 Training Conference Expenses	45,000	32,000	(13,000)	-28.9%
68 Business Travel/Mileage	5,000	7,500	2,500	50.0%
69 Office Expenses	38,000	35,200	(2,800)	-7.4%
70 Freight/Postage	6,600	6,000	(600)	-9.1%
71 Books/Periodicals/Subscriptions	4,000	4,000	-	0.0%
72 Memberships/Certifications	21,900	30,000	8,100	37.0%
73 Utilities - Electric	50,400	20,000	(30,400)	-60.3%
74 Fuel	1,603,700	1,503,100	(100,600)	-6.3%
75 AVAA	136,000	136,000	-	0.0%
76 Fuel Contingency (1)	139,800	300,400	160,600	114.9%
77 Operations Contingency (2)	218,320	221,700	3,380	1.5%
78 <b>TOTAL OPERATING EXPENSES</b>	14,111,470	14,082,800	(28,670)	-0.2%
79				
80 <b>TOTAL OPERATING COSTS</b>	<b>\$15,765,870</b>	<b>\$15,839,100</b>	<b>\$73,230</b>	<b>0.5%</b>
81				
82 <b>NET CHANGE IN OPERATIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
83				
84 Depreciation Expense	1,762,000	2,062,000	300,000	17.0%
85				
86				
87				
<b>CAPITAL REVENUES</b>				
88				
89				
90 Federal: FTA 5307, Capital	2,456,000	-	(2,456,000)	-100.0%
91 State: Prop. 1B Capital	406,000	680,700	274,700	67.7%
92 RM2 Capital	200,000	200,000	-	0.0%
93 Local Transit Capital/ STA (TDA)	5,647,800	2,089,600	(3,558,200)	-63.0%
94 Other Government Agencies	192,000	141,000	(51,000)	-26.6%
95 <b>TOTAL CAPITAL REVENUES</b>	8,901,800	3,111,300	(5,790,500)	-65.0%
96				
<b>CAPITAL PURCHASES</b>				
97				
98				
99 Security Equipment	25,000	130,000	105,000	420.0%
100 Equipment	1,180,000	1,277,000	97,000	8.2%
101 Vehicles	3,682,800	454,200	(3,228,600)	-87.7%
102 Buildings- Transit Center	100,000	250,000	150,000	150.0%
103 Buildings & Improvements	3,914,000	1,000,100	(2,913,900)	-74.4%
104 <b>TOTAL CAPITAL EXPENSES</b>	8,901,800	3,111,300	(5,790,500)	-65.0%
105				
106 <b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL BUDGET</b>	<b>\$ 26,429,670</b>	<b>\$ 21,012,400</b>	<b>\$ (5,417,270)</b>	<b>-20.5%</b>
<b>TOTAL OPERATING BUDGET</b>	<b>\$ 15,765,870</b>	<b>\$ 15,839,100</b>	<b>\$ 73,230</b>	<b>0.5%</b>
Increase w/o Contingencies	(192,650)	-1.3%		
<b>PUBLIC TRANSIT STATISTICS</b>				
Estimated Passengers	702,400	925,100		
Cost Per Passenger	\$15.31	\$10.97		
Estimated Service Hours	115,365	131,600		
Cost Per Hour of Service- Fully Burdened	\$87.65	\$74.42		
<b>OTHER NOTES</b>				
\$4.50				
Price Per Gallon of Fuel (w/Contingency)				
Approximately 400,000 gallons				
(1) 20% contingency for fuel costs.				
(2) 2% contingency for operating expenses not including fuel and depreciation.				

## NEW CAPITAL INVESTMENTS 2014-2015

		VEHICLES			FACILITIES				EQUIPMENT							
PROJECT	TOTALS	V1.	V2.	V3.	F1.	F2.	F3.	F4.	E2.	E3.	E.8	E4.	E5.	E6.	E.7	E.8
		3 VINE Go Vans	American Canyon Replacement Vehicles	Used Rolling Stock	PNR Lot Enhancements	NV College NB Shelter	American Canyon Park & Ride	SG Transit Center Enhancements	Asset Management Database	CAD-AVL	Automatic Voice Annunciator	POS System	Transit Yard Equipment Upgrades	Security Enhancements - Bus Cameras Phase 1	Electric Vehicle Charging Infrastructure	Q'POD Wheelchair Restraint System
DEPT		8302001	8302004	8302002	8302002	8302002	8302002	8302002	8302002	8302002	8302002	8302002	8302002	8302002	8302002	8302002
FUNDING STATUS		Secured	Secured	Secured	Secured	Awaiting 1B Bond Sale	Secured	Secured	Secured	Secured	Secured	Secured	Secured	Secured	Secured	Secured
<b>Funding Source:</b>																
FTA State of Good Repair	80,000												80,000			
FTA 5311	-															
STATE: TDA (LTF)	2,014,600	19,000		50,000	50,000	284,600	250,000	250,000	50,000	750,000	65,000	70,000		130,000		46,000
STATE: Prop. 1B	600,700	232,700	152,500			215,500										
MTC: RM2 Capital	200,000				50,000		150,000									
Other Funds	216,000													\$20,000	\$75,000	\$121,000
<b>TOTAL FOR YEAR</b>	<b>\$3,111,300</b>	<b>\$251,700</b>	<b>\$152,500</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$500,100</b>	<b>\$400,000</b>	<b>\$250,000</b>	<b>\$50,000</b>	<b>\$750,000</b>	<b>\$65,000</b>	<b>\$70,000</b>	<b>\$80,000</b>	<b>\$150,000</b>	<b>\$75,000</b>	<b>\$167,000</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$3,111,300</b>	<b>\$251,700</b>	<b>\$152,500</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$500,100</b>	<b>\$400,000</b>	<b>\$250,000</b>	<b>\$50,000</b>	<b>\$750,000</b>	<b>\$65,000</b>	<b>\$70,000</b>	<b>\$80,000</b>	<b>\$150,000</b>	<b>\$75,000</b>	<b>\$167,000</b>

Approved FY11/12
Approved FY11/12
Approved FY11/12
Approved FY11/12
Approved FY11/12
Approved FY13/14
Approved FY11/12

<b>Carryover, Previously approved</b>	<b>\$1,704,300</b>	<b>55%</b>
<b>New Projects</b>	<b>\$1,407,000</b>	<b>45%</b>
	<b>\$3,111,300</b>	<b>100%</b>

# Budget Inputs-CMA

## Statement of Revenue, Expenses

Includes AVAA and TFCA (for Informational Purposes)

Updated 4/18/14 at 10:00am

	A	C	D	F
			(C-A) Draft - Approved	
	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	-	-	-	0.0%
2 Farebox Contribution	-	-	-	0.0%
3 Ad Revenue and Other Operating Revenue	-	-	-	0.0%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	-	-	-	0.0%
5				
6 <b>TOTAL- Transportation Development Act</b>	1,010,048	1,217,900	207,852	20.6%
7				
8 REV- INTERGOVERNMENTAL				
11 Federal: FHWA	998,000	1,000,000	2,000	0.2%
12 Federal: Other	1,250,000	1,250,000	-	0.0%
13 State: State Transit Assistance (STA)	-	-	-	0.0%
14 Regional: Other	461,700	461,700	-	0.0%
15 Regional: MTC	35,000	35,000	-	0.0%
16 PPM	117,000	117,000	-	0.0%
17 State: Other	549,700	549,700	-	0.0%
18 Jurisdictions	236,300	236,300	-	0.0%
19 TFCA	200,000	200,000	-	0.0%
20 TFCA Admin	10,000	10,000	-	0.0%
21 AVAA	136,000	136,000	-	0.0%
22 Public Transit Salary Chargeback	335,000	352,000	17,000	5.1%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	4,328,700	4,347,700	19,000	0.4%
24				
25 <b>INTEREST</b>	8,000	8,000	-	0.0%
26				
27 <b>TOTAL REVENUES</b>	<b>5,346,748</b>	<b>5,573,600</b>	<b>226,852</b>	<b>4.2%</b>
28				
29 <b>OPERATING EXPENSES</b>				
30				
31 <b>PERSONNEL COSTS</b>				
32 Salaries and Wages*	1,238,800	1,295,000	56,200	4.5%
33 Employer Payroll Taxes	36,000	37,200	1,200	3.3%
34 Retirement	143,300	156,000	12,700	8.9%
35 Other Benefits (Dental, LTD, Vision)	24,000	24,000	-	0.0%
36 Health	145,000	159,600	14,600	10.1%
37 Medicare	17,400	18,700	1,300	7.5%
38 Employee Assistance Program (EAP)	3,000	3,000	-	0.0%
39 Workers Compensation	8,400	10,200	1,800	21.4%
40 OPEB Contribution	27,000	40,000	13,000	48.1%
41 457 Employer Contribution	12,000	12,000	-	0.0%
42 Cell Phone	600	600	-	0.0%
44 <b>TOTAL PERSONNEL COSTS</b>	1,655,500	1,756,300	100,800	6.1%
45				
46 <b>OPERATING EXPENSES</b>				
47 Administration Services	12,300	12,300	-	0.0%
48 Accounting/Auditing Services	70,000	70,000	-	0.0%
49 Information Technology Service	73,248	76,000	2,752	3.8%
50 Legal Services	63,000	80,000	17,000	27.0%
51 Temporary/Contract Help	10,000	10,000	-	0.0%
52 Planning/Professional Services & Programming	2,889,500	3,015,000	125,500	4.3%
53 Security Services	49,000	42,800	(6,200)	-12.7%
54 Maintenance-Equipment	12,000	10,000	(2,000)	-16.7%
55 Purchase Transportation	-	-	-	0.0%
56 Maintenance-Buildings/Improvement	52,800	50,000	(2,800)	-5.3%
57 Maintenance- Software	45,000	36,000	(9,000)	-20.0%
58 Maintenance-Vehicles	2,000	2,000	-	0.0%
59 Rents and Leases - Equipment	9,600	9,000	(600)	-6.3%
60 Rents and Leases - Bldg/Land	-	-	-	0.0%
61 Insurance - Premiums	55,000	55,000	-	0.0%
62 Communications/Telephone	6,000	6,000	-	0.0%
63 Advertising/Marketing	4,000	12,000	8,000	200.0%
64 Printing & Binding	14,900	15,000	100	0.7%
65 Bank Charges	1,200	1,500	300	25.0%
66 Public/ Legal Notices	3,200	4,000	800	25.0%
67 Training Conference Expenses	25,000	32,000	7,000	28.0%
68 Business Travel/Mileage	5,000	7,500	2,500	50.0%
69 Office Expenses	30,000	25,000	(5,000)	-16.7%
70 Freight/Postage	5,600	5,000	(600)	-10.7%
71 Books/Periodicals/Subscriptions	4,000	4,000	-	0.0%
72 Memberships/Certifications	21,900	30,000	8,100	37.0%
73 Utilities - Electric	36,000	20,000	(16,000)	-44.4%
74 Fuel	5,000	1,200	(3,800)	-76.0%
75 AVAA	136,000	136,000	-	0.0%
77 Operations Contingency (2)	50,000	50,000	-	0.0%
78 <b>TOTAL OPERATING EXPENSES</b>	3,691,248	3,817,300	126,052	3.4%
79				
80 <b>TOTAL OPERATING COSTS</b>	<b>5,346,748</b>	<b>5,573,600</b>	<b>226,852</b>	<b>4.2%</b>
81				
82 <b>NET CHANGE IN OPERATIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
83				
84 Depreciation Expense	30,000	30,000	-	0.0%
85				
86				
87				
88 <b>CAPITAL REVENUES</b>				
93 Local Transit Capital/ STA (TDA)	-	-	-	0.0%
94 Other Government Agencies	-	-	-	0.0%
95 <b>TOTAL CAPITAL REVENUES</b>	-	-	-	0.0%
96				
97 <b>CAPITAL PURCHASES</b>				
98				
99 Security Equipment	-	-	-	0.0%
100 Equipment	-	-	-	0.0%
101 Vehicles	-	-	-	0.0%
102 Buildings- Transit Center	-	-	-	0.0%
103 Buildings & Improvements	-	-	-	0.0%
104 <b>TOTAL CAPITAL EXPENSES</b>	-	-	-	0.0%
105				
106 <b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>

(1) 20% contingency for fuel costs.  
 (2) 2% contingency for operating expenses not including fuel and depreciation.

Increase w/o Contingencies; Consulting Svcs	101,352	4.2%
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### OTHER NOTES

32. Includes Extra Help for P/T Mileage Reimbursement Grant Administrator and P/T Planner  
 52. From Consulting Budget

# Planning/Professional Services & Programming Details

No.	Elective	Regulatory	<b>CMA/Transit Special Projects/Studies</b>	Funding	2013-2014	2014-2015	Status
<b>Planning/Professional Services</b>							
1		✓	Active Transportation Plan- Pedestrian Focused	CMA Planning	\$50,000	\$300,000	Carryover, Increase Budget
2	✓		American Canyon Park N Ride	Regional Measure 2 & TPI	35,000	35,000	Carryover
3	✓		Annual Report- NCTPA	Transportation Development Act	10,000	10,000	Continued Funding
4	✓		Bike Plan Updates and Revisions	Transportation Development Act	25,000	25,000	Continued Funding
5	✓		Bike & Pedestrian Enhancements/Upgrades	CMA Planning	5,000	5,000	Carryover
6		✓	Community-wide Based Transportation Plan- update (Transit)	Lifeline	80,000	80,000	Carryover
7	✓		Countywide Plan- Napa's Transportation Future (1)	CMA Planning	150,000	150,000	Continued Funding
8	✓		Gateway Corridor - Hwy 29 Study	Federal	250,000	35,000	Carryover, Increase Budget
9	✓		Napa Valley Vine Trail (multiyear)	Federal	1,000,000	500,000	Carryover
10	✓		State Advocacy Services- Lobbying Services	Transportation Development Act	35,000	35,000	Continued Funding
11		✓	Transit Service Route Assessment Route 10/11	Transportation Development Act	49,500	50,000	Carryover
12		✓	Travel Demand Update (1)	CMA Planning	50,000	50,000	Carryover
13	✓		Website Enhancements-Upgrades	Transportation Development Act	15,000	15,000	Continued Funding
14	✓		Maintenance Yard and Fueling Facility NEPA/CEQA	Transportation Development Act	-	250,000	New Project
15	✓		Maintenance Yard and Fueling Facility PS&E	Transportation Development Act	-	250,000	New Project
16	✓		SR 29 Corridor Bus Rapid Transit Study	Transportation Development Act	-	200,000	New Project
17	✓		Imola Pedestrian/Bike Enhancement	Transportation Development Act	-	25,000	New Project
18	✓		Federal Advocacy Program (Shared)	Transportation Development Act	-	20,000	New Project
			Travel Behavior Study	CMA Planning	150,000	-	
			Soscal Flyover study (CMA/TLU)	PPM/CMA	100,000	-	
			Disparity Study	CMA Planning	50,000	-	
			California Street Class II Bike Lane- City of Napa	PPM/TDA	50,000	-	
			Maintenance Yard and Fueling Feasibility Study	Transportation Development Act	175,000	-	
			Limited English Proficiency	Transportation Development Act	100,000	-	
			Onboard Surveys	CMA Planning	50,000	-	
			Project Study Report/PID (Calistoga)	PPM/CMA	200,000	-	
			Capital Projects Dashboard	Transportation Development Act	25,000	-	
			<b>Planning/Professional Services Total</b>			<b>2,035,000</b>	
<b>Programming</b>							
19	✓		Agriculture Vanpool program	Transportation Development Act	20,000	15,000	Continued Funding
20		✓	Bay Area Air Quality Management District- TFCA	Transportation for Clean Air	400,000	400,000	Continued Funding
21	✓		Safe Routes To Schools (Caltrans)	Safe Routes to School	250,000	420,000	New Funding
22	✓		Active Transportation Program- Outreach & Supplies	Transportation Development Act	-	10,000	New Project
23	✓		Mileage Reimbursement Program*	5317 New Freedom	-	80,000	New Project
24	✓		Spare the Air Youth Transit Incentive	Transit Education Program	-	55,000	New Project
			<b>Programming Total</b>			<b>980,000</b>	
			<b>TOTAL CMA SPECIAL PROJECTS</b>		<b>3,324,500</b>	<b>3,015,000</b>	

\*5317 Administrator Costs in Salary and Wages Expense

No.	Elective	Regulatory	Public Transit Special Projects	Funding	2013-2014	2014-2015	Status
25	✓		Consulting Services for New Flyer Buses	Transportation Development Act	\$85,000	\$15,000	Carryover
					<b>\$85,000</b>	<b>\$15,000</b>	
			<b>TOTAL PROFESSIONAL FEES/ CONSULTING SERVICES</b>		<b>3,409,500</b>	<b>3,030,000</b>	

**Notes**

(1) Pursue Outside Funding

	New Projects	1,310,000	43%
	Carrover, Continued Funding	1,720,000	57%
		3,030,000	100%
	Regulatory	\$880,000	29%
	Elective	2,150,000	71%
		\$3,030,000	100%

# Budget Inputs- VINE FAMILY TRANSIT OF SERVICES

Statement of Revenue, Expenses

A

C

D

F

Updated 4/18/14 at 10:00am

(C-A)  
Draft - Approved

	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	1,188,600	1,317,560	128,960	10.8%
2 Farebox Contribution	94,800	94,900	100	0.1%
3 Ad Revenue and Other Operating Revenue	52,900	92,900	40,000	75.6%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	1,336,300	1,505,360	169,060	12.7%
5				
6 <b>TOTAL- Transportation Development Act</b>	5,279,622	5,346,640	67,018	1.3%
7				
8 REV- INTERGOVERNMENTAL				
9 Federal: FTA 5307, Operating	1,563,100	1,552,900	(10,200)	-0.7%
10 Federal: FTA 5311 Operaing	670,900	550,500	(120,400)	-17.9%
13 State: State Transit Assistance (STA)	1,494,600	1,250,100	(244,500)	-16.4%
14 Regional: Other	-	-	-	0.0%
15 Regional: MTC	390,000	390,000	-	0.0%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	4,118,600	3,743,500	(375,100)	-9.1%
24				
25 <b>INTEREST</b>	19,600	22,000	2,400	12.2%
26				
27 <b>TOTAL REVENUES</b>	10,754,122	10,617,500	(136,622)	-1.3%
28				
29 <b>OPERATING EXPENSES</b>				
30				
31 <b>PERSONNEL COSTS</b>				
43 Salary Chargeback to Public Transit	333,900	352,000	18,100	5.4%
44 <b>TOTAL PERSONNEL COSTS</b>	333,900	352,000	18,100	5.4%
45				
46 <b>OPERATING EXPENSES</b>				
47 Administration Services	-	-	-	0.0%
48 Accounting/Auditing Services	27,000	26,700	(300)	-1.1%
49 Information Technology Service	21,300	29,400	8,100	38.0%
50 Legal Services	11,000	10,500	(500)	-4.5%
51 Temporary/Contract Help	10,000	10,000	-	0.0%
52 Professional Fees	85,000	15,000	(70,000)	-82.4%
53 Security Services	-	9,000	9,000	0.0%
54 Maintenance-Equipment	35,000	-	(35,000)	-100.0%
55 Purchase Transportation	7,716,002	7,764,500	48,498	0.6%
56 Maintenance-Buildings/Improvem	6,000	88,700	82,700	1378.3%
57 Maintenance- Software	-	-	-	0.0%
58 Maintenance-Vehicles	235,000	110,000	(125,000)	-53.2%
59 Rents and Leases - Equipment	-	-	-	0.0%
60 Rents and Leases - Bldg/Land	35,000	36,000	1,000	2.9%
61 Insurance - Premiums	15,000	-	(15,000)	-100.0%
62 Communications/Telephone	2,400	2,500	100	4.2%
63 Advertising/Marketing	223,000	128,000	(95,000)	-42.6%
64 Printing & Binding	46,300	45,000	(1,300)	-2.8%
65 Bank Charges	-	3,000	3,000	0.0%
66 Public/ Legal Notices	2,000	2,000	-	0.0%
67 Training Conference Expenses	20,000	-	(20,000)	-100.0%
69 Office Expenses	8,000	10,200	2,200	27.5%
70 Freight/Postage	1,000	1,000	-	0.0%
73 Utilities - Electric	14,400	-	(14,400)	-100.0%
74 Fuel	1,598,700	1,501,900	(96,800)	-6.1%
76 Fuel Contingency (1)	139,800	300,400	160,600	114.9%
77 Operations Contingency (2)	168,320	171,700	3,380	2.0%
78 <b>TOTAL OPERATING EXPENSES</b>	10,420,222	10,265,500	(154,722)	-1.5%
79				
80 <b>TOTAL OPERATING COSTS</b>	10,754,122	10,617,500	(136,622)	-1.3%
81				
82 <b>NET CHANGE IN OPERATIONS</b>	-	-	-	0.0%
83				
84 Depreciation Expense	1,732,000	2,032,000	300,000	17.3%
85				
86				
87				
88 <b>CAPITAL REVENUES</b>				
90 Federal: FTA Capital	2,456,000	-	(2,456,000)	-100.0%
91 State: Prop. 1B Capital	406,000	680,700	274,700	67.7%
92 RM2 Capital	200,000	200,000	-	0.0%
93 Local Transit Capital/ STA (TDA)	5,647,800	2,089,600	(3,558,200)	-63.0%
94 Other Government Agencies	192,000	141,000	(51,000)	-26.6%
95 <b>TOTAL CAPITAL REVENUES</b>	8,901,800	3,111,300	(5,790,500)	-65.0%
96				
97 <b>CAPITAL PURCHASES</b>				
98				
99 Security Equipment	25,000	130,000	105,000	420.0%
100 Equipment	1,180,000	1,277,000	97,000	8.2%
101 Vehicles	3,682,800	454,200	(3,228,600)	-87.7%
102 Buildings- Transit Center	100,000	250,000	150,000	150.0%
103 Buildings & Improvements	3,914,000	1,000,100	(2,913,900)	-74.4%
104 <b>TOTAL CAPITAL EXPENSES</b>	8,901,800	3,111,300	(5,790,500)	-65.0%
105				
106 <b>NET CHANGE IN CAPITAL</b>	-	-	-	0.0%

(1) 20% contingency for fuel costs.

(2) 2 % contingency for operating expenses not including fuel and depreciation.

Increase w/o Contingencies	(\$318,702)	-3.1%
----------------------------	-------------	-------

## PUBLIC TRANSIT STATISTICS

Estimated Passengers	702,400	925,100
Cost Per Passenger	\$15.31	\$10.97
Estimated Service Hours	115,365	131,600
Cost Per Hour of Service- Fully Burdened	\$87.65	\$74.42
Estimated Service Miles	1,650,700	1,687,950

## OTHER NOTES

Fuel	\$	1,501,900
Estimated Gallons		400,500
Price/ gallon	\$	3.75

# Budget Inputs- VINE Go

Statement of Revenue, Expenses

Updated 4/18/14 at 10:00am

	A	C	D
	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	(C-A) Draft - Approved \$ Difference
<b>OPERATING REVENUES</b>			
REV- OPERATIONS			
1 Farebox	84,000	62,000	(22,000)
3 Ad Revenue and Other Operating Revenue		-	-
4 <b>TOTAL - OPERATIONAL REVENUE</b>	84,000	62,000	(22,000)
5			
6 <b>TOTAL- Transportation Development Act</b>	540,100	528,300	(11,800)
7			
8 REV- INTERGOVERNMENTAL			
9 Federal: FTA 5307, Operating	300,000	300,000	-
13 State: State Transit Assistance (STA)	275,800	275,800	-
14 Regional: Other	-	-	-
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	575,800	575,800	-
24			
25 <b>INTEREST</b>	1,000	1,000	-
26			
27 <b>TOTAL REVENUES</b>	1,200,900	1,167,100	(33,800)
28			
<b>OPERATING EXPENSES</b>			
PERSONNEL COSTS			
43 Salary Chargeback to Public Transit	30,000	30,000	-
44 <b>TOTAL PERSONNEL COSTS</b>	30,000	30,000	-
45			
46 OPERATING EXPENSES			
48 Accounting/Auditing Services	4,800	4,800	-
49 Information Technology Service	2,000	3,000	1,000
50 Legal Services	2,000	2,000	-
54 Maintenance-Equipment	-	-	-
55 Purchase Transportation	872,000	880,000	8,000
56 Maintenance-Buildings/Improvem	-	10,700	10,700
58 Maintenance-Vehicles	20,000	20,000	-
60 Rents and Leases - Bldg/Land	4,000	4,000	-
63 Advertising/Marketing	10,000	10,000	-
64 Printing & Binding	2,000	2,000	-
69 Office Expenses	1,200	1,200	-
74 Fuel	204,000	150,000	(54,000)
76 Fuel Contingency (1)	20,400	30,000	9,600
77 Operations Contingency (2)	28,500	19,400	(9,100)
78 <b>TOTAL OPERATING EXPENSES</b>	1,170,900	1,137,100	(33,800)
79			
80 <b>TOTAL OPERATING COSTS</b>	1,200,900	1,167,100	(33,800)
81			
82 <b>NET CHANGE IN OPERATIONS</b>	-	-	-
83			
84 Depreciation Expense	115,000	115,000	-
85			
86			
<b>CAPITAL REVENUES</b>			
91 State: Prop. 1B Capital	192,000	232,700	40,700
93 Local Transit Capital/ STA (TDA)	50,000	19,000	(31,000)
95 <b>TOTAL CAPITAL REVENUES</b>	242,000	251,700	9,700
96			
<b>CAPITAL PURCHASES</b>			
101 Vehicles	242,000	251,700	9,700
104 <b>TOTAL CAPITAL EXPENSES</b>	242,000	251,700	9,700
105			
106 <b>NET CHANGE IN CAPITAL</b>	-	-	-
107			
108 (1) 20% contingency for fuel costs.			
109 (2) 2 % contingency for operating expenses not including fuel and depreciation.			
110			
111 Increase w/o Contingencies	(\$34,300)	-3.0%	
112			
<b>VINE GO TRANSIT STATISTICS</b>			
114 Estimated Passengers	18,900	26,000	Farebox*
115 Cost Per Passenger	\$63.54	\$42.99	8.54%
116 Estimated Service Hours	17,645	12,100	
117 Cost Per Hour of Service- Fully Burdened	\$65.29	\$92.37	
Estimated Service Miles	157,700	165,500	

## OTHER NOTES

56. Budget for allocation of Facilities expenses  
 73. Fuel Overbudgeted FY13-14  
 76. Fuel Contingency Increased to 20% due to AB32  
 114. Farebox\* includes Taxi Scrip

Fuel	\$	150,000
Estimated Gallons		40,000
Price/ gallon	\$	3.75

# Budget Inputs-VINE

Statement of Revenue, Expenses

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Updated 4/18/14 at 10:00am

(C-A)  
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	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	1,010,000	1,180,000	170,000	16.8%
2 Farebox Contribution	-	-	-	0.0%
3 Ad Revenue and Other Operating Revenue	20,000	60,000	40,000	200.0%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	1,030,000	1,240,000	210,000	20.4%
5				
6 <b>TOTAL- Transportation Development Act</b>	4,150,982	4,291,100	140,118	3.4%
7				
8 REV- INTERGOVERNMENTAL				
9 Federal: FTA 5307,Operating	1,203,100	1,192,900	(10,200)	-0.8%
10 Federal: FTA 5311 Operating	367,300	297,600	(69,700)	-19.0%
12 Federal: Other	-	-	-	0.0%
13 State: State Transit Assistance (STA)	769,000	524,500	(244,500)	-31.8%
14 Regional: Other	-	-	-	0.0%
15 Regional: MTC	390,000	390,000	-	0.0%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	2,729,400	2,405,000	(324,400)	-11.9%
24				
25 <b>INTEREST</b>	10,000	12,000	2,000	20.0%
26				
27 <b>TOTAL REVENUES</b>	<b>7,920,382</b>	<b>7,948,100</b>	<b>27,718</b>	<b>0.3%</b>
28				
<b>OPERATING EXPENSES</b>				
31 PERSONNEL COSTS				
43 Salary Chargeback to Public Transit	289,500	300,000	10,500	3.6%
44 <b>TOTAL PERSONNEL COSTS</b>	289,500	300,000	10,500	3.6%
45				
46 OPERATING EXPENSES				
48 Accounting/Auditing Services	15,500	15,000	(500)	-3.2%
49 Information Technology Service	11,500	18,000	6,500	56.5%
50 Legal Services	6,000	5,000	(1,000)	-16.7%
51 Temporary/Contract Help	10,000	10,000	-	0.0%
52 Consulting Services	85,000	15,000	(70,000)	-82.4%
53 Security Services	-	9,000	9,000	0.0%
54 Maintenance-Equipment	35,000	-	(35,000)	-100.0%
55 Purchase Transportation	5,533,182	5,700,000	166,818	3.0%
56 Maintenance-Buildings/Improvem	6,000	64,000	58,000	966.7%
58 Maintenance-Vehicles	200,000	80,000	(120,000)	-60.0%
60 Rents and Leases - Bldg/Land	25,000	20,000	(5,000)	-20.0%
61 Insurance - Premiums	15,000	-	(15,000)	-100.0%
62 Communications/Telephone	2,400	2,500	100	4.2%
63 Advertising/Marketing	175,000	100,000	(75,000)	-42.9%
64 Printing & Binding	32,000	30,000	(2,000)	-6.3%
65 Bank Charges	-	3,000	3,000	0.0%
66 Public/ Legal Notices	2,000	2,000	-	0.0%
67 Training Conference Expenses	20,000	-	(20,000)	-100.0%
69 Office Expenses	4,500	6,000	1,500	33.3%
70 Freight/Postage	1,000	1,000	-	0.0%
73 Utilities - Electric	14,400	-	(14,400)	-100.0%
74 Fuel	1,219,400	1,200,000	(19,400)	-1.6%
76 Fuel Contingency (1)	100,300	240,000	139,700	139.3%
77 Operations Contingency (2)	117,700	127,600	9,900	8.4%
78 <b>TOTAL OPERATING EXPENSES</b>	7,630,882	7,648,100	17,218	0.2%
79				
80 <b>TOTAL OPERATING COSTS</b>	<b>7,920,382</b>	<b>7,948,100</b>	<b>27,718</b>	<b>0.3%</b>
81				
82 <b>NET CHANGE IN OPERATIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
83				
84 Depreciation Expense	1,500,000	1,800,000	300,000	20.0%
85				
86				
87				
<b>CAPITAL REVENUES</b>				
90 Federal: FTA Capital	2,456,000	-	(2,456,000)	-100.0%
91 State: Prop. 1B Capital	214,000	295,500	81,500	38.1%
92 RM2 Capital	-	200,000	200,000	0.0%
93 Local Transit Capital/ STA (TDA)	5,297,800	2,070,600	(3,227,200)	-60.9%
94 Other Government Agencies	-	141,000	141,000	0.0%
95 <b>TOTAL CAPITAL REVENUES</b>	7,967,800	2,707,100	(5,260,700)	-66.0%
96				
<b>CAPITAL PURCHASES</b>				
99 Security Equipment	25,000	130,000	105,000	420.0%
100 Equipment	1,180,000	1,277,000	97,000	8.2%
101 Vehicles	3,198,800	50,000	(3,148,800)	-98.4%
102 Buildings- Transit Center	100,000	250,000	150,000	150.0%
103 Buildings & Improvements	3,464,000	1,000,100	(2,463,900)	-71.1%
104 <b>TOTAL CAPITAL EXPENSES</b>	7,967,800	2,707,100	(5,260,700)	-66.0%
105				
106 <b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>

(1) 20% contingency for fuel costs.

(2) 2 % contingency for operating expenses not including fuel and depreciation.

Increase w/o Contingencies	(121,882)	-1.6%
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### VINE TRANSIT STATISTICS

Estimated Passengers	600,000	800,000	Farebox
Cost Per Passenger	\$12.84	\$9.48	16.36%
Estimated Service Hours	98,000	99,000	
Cost Per Hour of Service- Fully Burdened	\$78.60	\$76.57	
Estimated Service Miles	1,500,000	1,525,500	

### OTHER NOTES

10. Funding for Route 20 (Solano) and 25 (Sonoma)

54, 61 & 73 Budget Moved to Facilities Sub-division

56. Budget for allocation of Facilities expenses

58. Reduced due to expiration of New Flyer contract.

76. Fuel Contingency Increased to 20% due to AB32

Fuel	\$	1,200,000
Estimated Gallons		320,000
Price/ gallon	\$	3.75

# Budget Inputs- Taxi Scrip

Statement of Revenue, Expenses

Updated 4/18/14 at 10:00am

	A	C	(C-A) Draft - Approved	F
	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	65,000	41,000	(24,000)	-36.9%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	65,000	41,000	(24,000)	-36.9%
5				
6 <b>TOTAL- Transportation Development Act</b>	99,300	44,700	(54,600)	-55.0%
7				
8 REV- INTERGOVERNMENTAL				
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	-	-	-	0.0%
24				
25 <b>INTEREST</b>	1,600	2,000	400	25.0%
26				
27 <b>TOTAL REVENUES</b>	165,900	87,700	(78,200)	-47.1%
28				
<b>OPERATING EXPENSES</b>				
29				
30				
31 PERSONNEL COSTS				
43 Salary Chargeback to Public Transit	2,400	4,000	1,600	66.7%
44 <b>TOTAL PERSONNEL COSTS</b>	2,400	4,000	1,600	66.7%
45				
46 OPERATING EXPENSES				
48 Accounting/Auditing Services	1,600	1,700	100	6.3%
49 Information Technology Service	800	1,000	200	25.0%
50 Legal Services	-	500	500	0.0%
54 Maintenance-Equipment	-	-	-	0.0%
55 Purchase Transportation	152,000	70,000	(82,000)	-53.9%
60 Rents and Leases - Bldg/Land	2,000	2,000	-	0.0%
64 Printing & Binding	6,800	7,500	700	10.3%
69 Office Expenses	300	1,000	700	233.3%
77 Operations Contingency (2)	-	-	-	0.0%
78 <b>TOTAL OPERATING EXPENSES</b>	163,500	83,700	(79,800)	-48.8%
79				
80 <b>TOTAL OPERATING COSTS</b>	165,900	87,700	(78,200)	-47.1%
81				
82 <b>NET CHANGE IN OPERATIONS</b>	-	-	-	0.0%
83				
84 Depreciation Expense	-	-	-	0.0%
85				
(2) 2 % contingency for operating expenses not including fuel and depreciation.				
<b>Increase w/o Contingencies (\$78,200) -47.1%</b>				

Estimated Passengers 7700  
 Cost Per Passenger \$ 11.39

**OTHER NOTES**

1,029 registered users.  
 55. Overbudgeted for FY13-14

# Budget Inputs- American Canyon

Statement of Revenue, Expenses

A

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Updated 4/18/14 at 10:00am

(C-A)  
Draft - Approved

	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	18,000	18,000	-	0.0%
2 Farebox Contribution- City of American Canyon	36,000	25,600	(10,400)	-28.9%
3 Ad Revenue and Other Operating Revenue	2,500	2,500	-	0.0%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	56,500	46,100	(10,400)	-18.4%
5				
6 <b>TOTAL- Transportation Development Act</b>	158,200	173,100	14,900	9.4%
7				
8 REV- INTERGOVERNMENTAL				
9 Federal: FTA 5307, Operating	60,000	60,000	-	0.0%
13 State: State Transit Assistance (STA)	180,000	180,000	-	0.0%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	240,000	240,000	-	0.0%
24				
25 <b>INTEREST</b>	2,000	2,000	-	0.0%
26				
27 <b>TOTAL REVENUES</b>	456,700	461,200	4,500	1.0%
28				
29 <b>OPERATING EXPENSES</b>				
30				
31 <b>PERSONNEL COSTS</b>				
43 Salary Chargeback to Public Transit	4,800	6,000	1,200	25.0%
44 <b>TOTAL PERSONNEL COSTS</b>	4,800	6,000	1,200	25.0%
45				
46 <b>OPERATING EXPENSES</b>				
48 Accounting/Auditing Services	1,200	1,200	-	0.0%
49 Information Technology Service	2,000	2,200	200	10.0%
50 Legal Services	800	800	-	0.0%
55 Purchase Transportation	306,000	315,000	9,000	2.9%
56 Maintenance-Buildings/Improvement	-	5,000	5,000	0.0%
58 Maintenance-Vehicles	15,000	10,000	(5,000)	-33.3%
60 Rents and Leases - Bldg/Land	1,000	4,000	3,000	300.0%
63 Advertising/Marketing	10,000	5,000	(5,000)	-50.0%
64 Printing & Binding	3,500	3,500	-	0.0%
69 Office Expenses	500	500	-	0.0%
74 Fuel	96,000	84,000	(12,000)	-12.5%
76 Fuel Contingency (1)	9,600	16,800	7,200	75.0%
77 Operations Contingency (2)	6,300	7,200	900	14.3%
78 <b>TOTAL OPERATING EXPENSES</b>	451,900	455,200	3,300	0.7%
79				
80 <b>TOTAL OPERATING COSTS</b>	456,700	461,200	4,500	1.0%
81				
82 <b>NET CHANGE IN OPERATIONS</b>	-	-	-	0.0%
83				
84 Depreciation Expense	24,000	24,000	-	0.0%
85				
86				
87				
88 <b>CAPITAL REVENUES</b>				
90 Federal: FTA 5307, Capital	-	-	-	0.0%
91 State: Prop. 1B Capital	-	152,500	152,500	0.0%
92 RM2 Capital	150,000	-	(150,000)	-100.0%
93 Local Transit Capital/ STA (TDA)	300,000	-	(300,000)	-100.0%
94 Other Government Agencies	192,000	-	(192,000)	-100.0%
95 <b>TOTAL CAPITAL REVENUES</b>	642,000	152,500	(489,500)	-76.2%
96				
97 <b>CAPITAL PURCHASES</b>				
98				
99 Security Equipment	-	-	-	0.0%
100 Equipment	-	-	-	0.0%
101 Vehicles	242,000	152,500	(89,500)	-37.0%
102 Buildings- Transit Center	-	-	-	0.0%
103 Buildings & Improvements	400,000	-	(400,000)	-100.0%
104 <b>TOTAL CAPITAL EXPENSES</b>	642,000	152,500	(489,500)	-76.2%
105				
106 <b>NET CHANGE IN CAPITAL</b>	-	-	-	0.0%

(1) 20% contingency for fuel costs.

(2) 2% contingency for operating expenses not including fuel and depreciation.

Increase w/o Contingencies	(\$3,600)	-0.8%
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## AMERICAN CANYON TRANSIT STATISTICS

Estimated Passengers	24,000	27,500	Farebox 10.54%
Cost Per Passenger	\$19.03	\$15.90	
Estimated Service Hours	3,300	6,000	
Cost Per Hour of Service- Fully Burdened	\$133.58	\$72.87	
Estimated Service Miles	57,000	59,000	

## OTHER NOTES

56. Budget for allocation of Facilities expenses  
68. Increase in rent allocation for Transit Center  
76. Fuel Contingency Increased to 20% due to AB32

Fuel	\$	84,000
Estimated Gallons		22,400
Price/ gallon	\$	3.75

# Budget Inputs- Yountville

## Statement of Revenue, Expenses

Updated 4/18/14 at 10:00am

	A	C	D	F
			(C-A) Draft - Approved	
	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	-	-	-	0.0%
2 Farebox Contribution- Town of Yountville	33,100	33,600	500	1.5%
3 Ad Revenue and Other Operating Revenue	-	-	-	0.0%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	33,100	33,600	500	1.5%
5				
6 <b>TOTAL- Transportation Development Act</b>	177,220	112,200	(65,020)	-36.7%
7				
8 REV- INTERGOVERNMENTAL				
10 Federal: FTA 5311 Operating	101,200	84,300	(16,900)	-16.7%
13 State: State Transit Assistance (STA)	100,000	100,000	-	0.0%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	201,200	184,300	(16,900)	-8.4%
24				
25 <b>INTEREST</b>	2,000	2,000	-	0.0%
26				
27 <b>TOTAL REVENUES</b>	413,520	332,100	(81,420)	-19.7%
28				
29 <b>OPERATING EXPENSES</b>				
30				
31 PERSONNEL COSTS				
43 Salary Chargeback to Public Transit	2,400	4,000	1,600	66.7%
44 <b>TOTAL PERSONNEL COSTS</b>	2,400	4,000	1,600	66.7%
45				
46 OPERATING EXPENSES				
48 Accounting/Auditing Services	1,500	1,600	100	6.7%
49 Information Technology Service	1,000	1,000	-	0.0%
50 Legal Services	600	600	-	0.0%
55 Purchase Transportation	354,000	278,000	(76,000)	-21.5%
56 Maintenance-Buildings/Improvement	-	3,000	3,000	0.0%
60 Rents and Leases - Bldg/Land	1,000	2,000	1,000	100.0%
63 Advertising/Marketing	10,000	6,000	(4,000)	-40.0%
69 Office Expenses	500	500	-	0.0%
74 Fuel	32,000	24,400	(7,600)	-23.8%
76 Fuel Contingency (1)	3,200	4,900	1,700	53.1%
77 Operations Contingency (2)	7,320	6,100	(1,220)	-16.7%
78 <b>TOTAL OPERATING EXPENSES</b>	411,120	328,100	(83,020)	-20.2%
79				
80 <b>TOTAL OPERATING COSTS</b>	413,520	332,100	(81,420)	-19.7%
81				
82 <b>NET CHANGE IN OPERATIONS</b>	-	-	-	0.0%
83				
84 Depreciation Expense	24,000	24,000	-	0.0%
85				
86				
87				
88 <b>CAPITAL REVENUES</b>				
89				
90 Federal: FTA 5307, Capital	-	-	-	0.0%
92 RM2 Capital	50,000	-	(50,000)	-100.0%
93 Local Transit Capital/ STA (TDA)	-	-	-	0.0%
95 <b>TOTAL CAPITAL REVENUES</b>	50,000	-	(50,000)	-100.0%
96				
97 <b>CAPITAL PURCHASES</b>				
98				
101 Vehicles	-	-	-	0.0%
103 Buildings & Improvements	50,000	-	(50,000)	-100.0%
104 <b>TOTAL CAPITAL EXPENSES</b>	50,000	-	(50,000)	-100.0%
105				
106 <b>NET CHANGE IN CAPITAL</b>	-	-	-	0.0%

(1) 20% contingency for fuel costs.

(2) 2 % contingency for operating expenses not including fuel and depreciation.

Increase w/o Contingencies	(\$81,900)	-20.3%
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### YOUNTVILLE TROLLEY STATISTICS

Estimated Passengers	29,000	31,400	Farebox 10.46%
Cost Per Passenger	\$14.26	\$10.23	
Estimated Service Hours	4,700	4,800	
Cost Per Hour of Service- Fully Burdened	\$85.74	\$66.90	
Estimated Service Miles	29,000	30,450	

### OTHER NOTES

55. Purchased Transportation Overbudgeted FY13-14

56. Budget for allocation of Facilities expenses

68. Increase in rent allocation for Transit Center

76. Fuel Contingency Increased to 20% due to AB32

Fuel	\$	24,400
Estimated Gallons		6,500
Price/ gallon	\$	3.75

# Budget Inputs- St. Helena

## Statement of Revenue, Expenses

Updated 4/18/14 at 10:00am

	A	C	D	F
			(C-A) Draft - Approved	
	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	2,000	3,360	1,360	68.0%
2 Farebox Contribution- City of St. Helena	15,700	25,700	10,000	63.7%
3 Ad Revenue and Other Operating Revenue	-	-	-	0.0%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	17,700	29,060	11,360	64.2%
5				
6 <b>TOTAL- Transportation Development Act</b>	92,820	101,440	8,620	9.3%
7				
8 REV- INTERGOVERNMENTAL				
10 Federal: FTA 5311 Operating	101,100	84,300	(16,800)	-16.6%
13 State: State Transit Assistance (STA)	69,800	69,800	-	0.0%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	170,900	154,100	(16,800)	-9.8%
24				
25 <b>INTEREST</b>	1,000	1,000	-	0.0%
26				
27 <b>TOTAL REVENUES</b>	282,420	285,600	3,180	1.1%
28				
<b>OPERATING EXPENSES</b>				
29				
30				
31 <b>PERSONNEL COSTS</b>				
43 Salary Chargeback to Public Transit	2,400	4,000	1,600	66.7%
44 <b>TOTAL PERSONNEL COSTS</b>	2,400	4,000	1,600	66.7%
45				
46 <b>OPERATING EXPENSES</b>				
47 Administration Services	-	-	-	0.0%
48 Accounting/Auditing Services	1,200	1,200	-	0.0%
49 Information Technology Service	2,000	2,000	-	0.0%
50 Legal Services	800	800	-	0.0%
55 Purchase Transportation	237,620	237,000	(620)	-0.3%
56 Maintenance-Buildings/Improvement	-	3,000	3,000	0.0%
60 Rents and Leases - Bldg/Land	1,000	2,000	1,000	100.0%
63 Advertising/Marketing	8,000	2,000	(6,000)	-75.0%
64 Printing & Binding	1,000	1,000	-	0.0%
69 Office Expenses	500	500	-	0.0%
74 Fuel	22,300	22,500	200	0.9%
76 Fuel Contingency (1)	2,300	4,500	2,200	95.7%
77 Operations Contingency (2)	3,300	5,100	1,800	54.5%
78 <b>TOTAL OPERATING EXPENSES</b>	280,020	281,600	1,580	0.6%
79				
80 <b>TOTAL OPERATING COSTS</b>	282,420	285,600	3,180	1.1%
81				
82 <b>NET CHANGE IN OPERATIONS</b>	-	-	-	0.0%
83				
84 Depreciation Expense	24,000	24,000	-	0.0%

(1) 20% contingency for fuel costs.

(2) 2 % contingency for operating expenses not including fuel and depreciation.

Increase w/o Contingencies	(820)	-0.3%
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### ST. HELENA SHUTTLE STATISTICS

Estimated Passengers	10,500	16,500	Farebox 10.53%
Cost Per Passenger	\$26.90	\$16.73	
Estimated Service Hours	4,300	4,300	
Cost Per Hour of Service- Fully Burdened	\$64.38	\$64.19	
Estimated Service Miles	21,700	22,700	

### OTHER NOTES

56. Budget for allocation of Facilities expenses

68. Increase in rent allocation for Transit Center

76. Fuel Contingency Increased to 20% due to AB32

Fuel	\$	22,500
Estimated Gallons		6,000
Price/ gallon	\$	3.75

# Budget Inputs- Calistoga

## Statement of Revenue, Expenses

Updated 4/18/14 at 10:00am

	A	C	D	F
	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	(C-A) Draft - Approved	%
			\$ Difference	Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
1 Farebox	9,600	13,200	3,600	37.5%
2 Farebox Contribution- City of Calistoga	10,000	10,000	-	0.0%
3 Ad Revenue and Other Operating Revenue- CTBID	30,400	30,400	-	0.0%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	<b>50,000</b>	<b>53,600</b>	<b>3,600</b>	<b>7.2%</b>
5				
6 <b>TOTAL- Transportation Development Act</b>	<b>61,000</b>	<b>95,800</b>	<b>34,800</b>	<b>57.0%</b>
7				
8 REV- INTERGOVERNMENTAL				
10 Federal: FTA 5311 Operating	101,300	84,300	(17,000)	-16.8%
13 State: State Transit Assistance (STA)	100,000	100,000	-	0.0%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	<b>201,300</b>	<b>184,300</b>	<b>(17,000)</b>	<b>-8.4%</b>
24				
25 <b>INTEREST</b>	<b>2,000</b>	<b>2,000</b>	<b>-</b>	<b>0.0%</b>
26				
27 <b>TOTAL REVENUES</b>	<b>314,300</b>	<b>335,700</b>	<b>21,400</b>	<b>6.8%</b>
28				
29 <b>OPERATING EXPENSES</b>				
30				
31 <b>PERSONNEL COSTS</b>				
43 Salary Chargeback to Public Transit	2,400	4,000	1,600	66.7%
44 <b>TOTAL PERSONNEL COSTS</b>	<b>2,400</b>	<b>4,000</b>	<b>1,600</b>	<b>66.7%</b>
45				
46 <b>OPERATING EXPENSES</b>				
48 Accounting/Auditing Services	1,200	1,200	-	0.0%
49 Information Technology Service	2,000	2,200	200	10.0%
50 Legal Services	800	800	-	0.0%
54 Maintenance-Equipment	-	-	-	0.0%
55 Purchase Transportation	261,200	284,500	23,300	8.9%
56 Maintenance-Buildings/Improvem	-	3,000	3,000	0.0%
60 Rents and Leases - Bldg/Land	1,000	2,000	1,000	100.0%
63 Advertising/Marketing	10,000	5,000	(5,000)	-50.0%
64 Printing & Binding	1,000	1,000	-	0.0%
69 Office Expenses	500	500	-	0.0%
74 Fuel	25,000	21,000	(4,000)	-16.0%
76 Fuel Contingency (1)	4,000	4,200	200	5.0%
77 Operations Contingency (2)	5,200	6,300	1,100	21.2%
78 <b>TOTAL OPERATING EXPENSES</b>	<b>311,900</b>	<b>331,700</b>	<b>19,800</b>	<b>6.3%</b>
79				
80 <b>TOTAL OPERATING COSTS</b>	<b>314,300</b>	<b>335,700</b>	<b>21,400</b>	<b>6.8%</b>
81				
82 <b>NET CHANGE IN OPERATIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
83				
84 Depreciation Expense	45,000	45,000	-	0.0%

(1) 20% contingency for fuel costs.

(2) 2 % contingency for operating expenses not including fuel and depreciation.

Increase w/o Contingencies	20,100	6.6%
----------------------------	--------	------

### CALISTOGA SHUTTLE STATISTICS

Estimated Passengers	20,000	23,700	Farebox 16.48%
Cost Per Passenger	\$15.72	\$13.72	
Estimated Service Hours	5,000	5,400	
Cost Per Hour of Service- Fully Burdened	\$61.02	\$60.22	
Estimated Service Miles	43,000	50,300	

### OTHER NOTES

2. Flat Rate from City of Calistoga
3. Flat Rate from Calistoga Tourism Bureau
43. Was underbudgeted for FY2013-14
55. Was underbudgeted for FY2013-14
56. Budget for allocation of Facilities expenses
68. Increase in rent allocation for Transit Center
76. Fuel Contingency Increased to 20% due to AB32

Fuel	\$	21,000
Estimated Gallons		5,600
Price/ gallon	\$	3.75

# Budget Inputs-VINE Facilities (Park & Rides/Transit Yard)

Statement of Revenue, Expenses

A

C

D

F

For Informational Purposes Only. Department has been fully allocated into public transit fund.

Updated 4/18/14 at 10:00am

(C-A)  
Draft - Approved

	APPROVED BUDGET FY 2013-14	DRAFT BUDGET FY2014-15	\$ Difference	% Difference
<b>OPERATING REVENUES</b>				
REV- OPERATIONS				
3 Ad Revenue and Other Operating Revenue	-	18,000	18,000	0.0%
4 <b>TOTAL - OPERATIONAL REVENUE</b>	-	18,000	18,000	0.0%
5				
6 <b>TOTAL- Transportation Development Act</b>	-	-	-	0.0%
7				
8 REV- INTERGOVERNMENTAL				
22 Intrafund Revenue	-	70,700	70,700	0.0%
23 <b>TOTAL- INTERGOVERNMENTAL REV</b>	-	70,700	70,700	0.0%
24				
25 <b>INTEREST</b>	-	-	-	0.0%
26				
27 <b>TOTAL REVENUES</b>	-	88,700	88,700	0.0%
28				
29 <b>OPERATING EXPENSES</b>				
30				
31 PERSONNEL COSTS				
43 Salary Chargeback to Public Transit	-	-	-	0.0%
44 <b>TOTAL PERSONNEL COSTS</b>	-	-	-	0.0%
45				
46 OPERATING EXPENSES				
48 Accounting/Auditing Services	-	400	400	0.0%
54 Maintenance-Equipment	-	25,000	25,000	0.0%
55 Purchase Transportation	-	-	-	0.0%
56 Maintenance-Buildings/Improvem	-	13,200	13,200	0.0%
57 Maintenance- Software	-	-	-	0.0%
58 Maintenance-Vehicles	-	-	-	0.0%
60 Rents and Leases - Bldg/Land	-	26,000	26,000	0.0%
61 Insurance - Premiums	-	11,500	11,500	0.0%
62 Communications/Telephone	-	1,800	1,800	0.0%
73 Utilities - Electric	-	8,400	8,400	0.0%
77 Operations Contingency (2)	-	2,400	2,400	0.0%
78 <b>TOTAL OPERATING EXPENSES</b>	-	88,700	88,700	0.0%
79				
80 <b>TOTAL OPERATING COSTS</b>	-	88,700	88,700	0.0%
81				
82 <b>NET CHANGE IN OPERATIONS</b>	-	-	-	0.0%
83				
84 Depreciation Expense	-	-	-	0.0%

(2) 2 % contingency for operating expenses not including fuel and depreciation.

OTHER NOTES

60. Expo Parking

**CONSOLIDATED NCTPA BUDGET - PLANNING AND TRANSIT  
EXPLANATION SHEET**

**OPERATING REVENUES**

<b>REV- OPERATIONS</b>	
Farebox	Revenue collected from farebox and taxi scrip program.
Farebox Contribution	Local jurisdictions contribution to farebox to meet farebox ratio requirement agreed to by MTC.
Ad Revenue	Operational revenue generated by advertising posted on VINE and ACT buses.
<b>TOTAL - OPERATIONAL REVENUE</b>	

<b>LOCAL TRANSPORTATION FUNDS (TDA)</b>	Local transportation funds allocated for transportation operating assistance and planning/administration assistance.
---	--

**REV- INTERGOVERNMENTAL**

Federal: FTA 5307, Operating	Federal funds available to urbanized areas for transit operating assistance.
Federal: FTA 5311 (Rural Routes)	FTA transportation operating assistance for rural routes/areas.
Federal: FHWA (CMA/TLU)	FHWA transportation planning funds.
Federal: Other	Other federal funds for transportation, operations or planning purposes.
State: State Transit Assistance (STA)	State funds derived formally derived from gasoline tax used for transportation operating assistance. Funds now appropriated by legislative action.
Regional: Other	Other local funds for transportation or planning purposes.
Regional: MTC	Operating assistance funds from MTC.
State: Planning, Programming, Monitoring (PPM)	Funds for programs, studies and reports (PS&R's). MPOs can use up to 1% of their STIP money for PPM. PPM can be used either for planning activities or for project development.
State: Other	State grants for planning/transit purposes.
Jurisdictions	Local assistance for operating assistance or planning purposes or initiatives.
TFCA	Transportation for Clean Air (TFCA) funds for local jurisdiction projects.
TFCA Admin	Administration Fee charged to the Transportation for Clean Air (TFCA) program.
State: Abandoned Vehicle Abate Auth (AVAA)	Abandoned Vehicle Abatement Authority funds from \$1 vehicle license fee.
Interfund Revenue	Revenue transfer between budget subdivisions
<b>TOTAL - INTERGOVERNMENTAL REV</b>	

<b>INTEREST</b>	Interest income from NCTPA cash accounts.
-----------------	---

**TOTAL REVENUES**

**OPERATING EXPENSES**

**PERSONNEL COSTS**

Salaries and Wages	Regular salaries and wages.
Employer Payroll Taxes	Federal, State, and other employer payroll taxes.
Retirement	PERS retirement benefits.
Dental/Vision/Life/LTD	Employer paid dental, vision, life insurance and long term disability insurance.
Health	Employer paid health premiums.
Medicare	Employer paid medicare taxes.
Employee Assistance Program (EAP)	Employer paid EAP benefits.
Workers Compensation	State workers compensation expense.
OPEB Expense	Annual Required Contribution (ARC) to CERBT (OPEB) fund
457 Employer Contribution	Annual employer contribution to 457 plan.
Other Benefits	All other medical benefits excluding health.
Salary Chargeback to Public Transit	All personnel costs allocated to transit cost centers.
<b>TOTAL PERSONNEL COSTS</b>	

**OPERATING EXPENSES**

Administration Services	Non-professional administrative expenses.
Accounting/Auditing Services	Professional service expenses related to external audit and county services.
Information Technology Service	Professional services expenses related to information technology system county services.
Legal Services	Professional services expenses related to external legal and county counsel services.
Temporary/Contract Help	Expenses for temporary administrative help.
Professional Fees	Professional service expenses for studies/reports for planning purposes. Also, expenses related to programs with funding noted above in intergovernmental revenue section- i.e. TE, CMA, Ag Vanpool program, and BAAQMD.
Security Services	Professional security service expense.
Maintenance: Equipment	Small equipment purchases and maintenance expenses.
Purchased Transportation	Expenses recognized for services provided by transportation services provider and insurance costs related to maintaining the transit fleet.
Maintenance: Building & Improvements	Maintenance expenses for facilities.
Maintenance: Software	Software licensing and maintenance expenses.
Maintenance: Vehicles	Vehicle maintenance expenses.
Rents and Leases - Equipment	Office equipment lease expenses.
Rents and Leases - Bldg/Land	Rent expenses for bus parking and public transit allocation for SGTC.
Insurance - Premiums	Property and liability insurance excluding transit fleet and vehicles.
Communications/Telephone	Internet and telecommunications expenses.
Advertising/Marketing	Marketing expenses and campaigns.
Printing & Binding	Printing expenses for reports, literature, maps.
Bank Charges	Credit card processing and account maintenance expenses.
Public/Legal Notices	Expenses for advertising of public and legal notices.
Training/Conference Expenses	Course registration expenses and ancillaries related to attending a course/seminar/training session.
Business Travel/Mileage	Transportation costs for travelling at events and meetings, etc.
Office Expenses	Office supplies and maintenance of facilities.
Freight/Postage	Postage/courier expenses
Books/Periodicals/Subscriptions	Expenses related to the purchase of books and journalistic material.
Memberships/Certifications	Membership fees.
Utilities - Electric	Utilities expenses.
Fuel	Fuel costs for transit fleet and Agency vehicles.
AVAA	Disbursements for Abandoned Vehicle Abatement Authority.
Fuel Contingency	10% contingency for fuel cost volatility.
Operations Contingency	2% contingency for operating expenses not including fuel and depreciation.
<b>TOTAL OPERATING EXPENSES</b>	

**TOTAL OPERATING COSTS**

Summation of personnel and operating expenses

**NET CHANGE IN OPERATIONS**

Surplus or deficit

<b>DEPRECIATION</b>	Non-cash expense recognized due to the reduction in value of an asset.
---------------------	--

**CAPITAL REVENUES**

Federal: FTA 5307, Capital	Federal funds available to urbanized areas for transit capital purchases.
State: Prop. 1B Capital	Public Transportation Modernization, Improvement and Service Enhancements Program (Prob 1B) used for capital purchases.
RM2 Capital	Capital funds from RM2 funding source.
Local Transit Capital (STA/TDA)	Local transportation funds (STA/TDA) used for capital purchases.
Other Government Agencies	Other State or Federal capital funding sources.
<b>TOTAL CAPITAL REVENUES</b>	

**CAPITAL EXPENSES**

Security Equipment	Maintenance costs for security monitoring of premises and purchase of security equipment such as gates and cameras.
Equipment	Capital purchase of equipment of a value greater than \$5,000 for a single item.
Vehicles	Capital purchases of vehicles.
Buildings - Transit Center	Capital expenses related to the Soscol Gateway Transit Center
Buildings & Improvements	Capital purchases of buildings, shelters, and other amenities.
<b>TOTAL CAPITAL EXPENSES</b>	

**NET CHANGE IN CAPITAL**

## Glossary of Acronyms

<b>AB 32</b>	Global Warming Solutions Act
<b>ADA</b>	American with Disabilities Act
<b>AVAA</b>	Abandoned Vehicle Abatement Authority
<b>AVL</b>	Automatic Vehicle Locator
<b>BAAQMD</b>	Bay Area Air Quality Management District
<b>BRT</b>	Bus Rapid Transit
<b>CAD</b>	Computer Aided Dispatch
<b>Caltrans</b>	California Department of Transportation
<b>CEQA</b>	California Environmental Quality Act
<b>CIP</b>	Capital Investment Program
<b>CMA's</b>	Congestion Management Agencies
<b>EIR</b>	Environmental Impact Report
<b>FHWA</b>	Federal Highway Administration
<b>FTA</b>	Federal Transit Administration
<b>FY</b>	Fiscal Year
<b>JARC</b>	Job Access and Reverse Commute
<b>MTC</b>	Metropolitan Transportation Commission
<b>NCTPA</b>	Napa County Transportation and Planning Agency
<b>NEPA</b>	National Environmental Policy Act
<b>NVTA</b>	Napa Valley Transportation Authority
<b>OBAG</b>	One Bay Area Grant
<b>OPEB</b>	Other Post-Employment Benefits
<b>PDA</b>	Priority Development Areas
<b>PID</b>	Project Initiation Document
<b>PPM</b>	Planning Programming & Monitoring
<b>PSE</b>	Plan, Specification & Estimate
<b>PSR</b>	Project Study Report
<b>RM2</b>	Regional Measure 2 (Bridge Toll)
<b>RTIP</b>	Regional Transportation Improvement Program
<b>SGTC</b>	Soscol Gateway Transit Center
<b>SR</b>	State Route
<b>SRTS</b>	Safe Routes to School
<b>STA</b>	State Transit Assistance
<b>STIP</b>	State Transportation Improvement Program
<b>STP</b>	Surface Transportation Program
<b>TDA</b>	Transportation Development Act
<b>TFCA</b>	Transportation Fund for Clean Air
<b>TIP</b>	Transportation Improvement Program
<b>TLU</b>	Transportation & Land Use
<b>TOD</b>	Transit-Oriented Development
<b>TPI</b>	Transit Performance Initiative



May 21 , 2014  
NCTPA Agenda Item 10.1  
Continued From: New

**Action Requested: INFORMATION**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY **Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Eliot Hurwitz / Program Manager-Planning  
(707) 259-8782 / Email: ehurwitz@nctpa.net  
**SUBJECT:** Update on Vision 2040: Moving Napa Forward (2015 Countywide Transportation Plan (CWTP)) Progress

---

### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board receive an update on the progress on the Vision 2040: Moving Napa Forward Plan development.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

NCTPA Staff launched the CWTP process in the first quarter of 2014 in conjunction with the Board Retreat. In February, the NCTPA Board adopted a comprehensive set of goals and objectives. NCTPA staff has begun discussions with the NCTPA Technical Advisory Committee (TAC) on developing performance measures and a comprehensive inventory of projects. An active citizens' committee was convened, and a page on the NCTPA website has been developed focusing on the CWTP which entails some innovative features. Finally, staff has facilitated a series of three public meetings. In the coming months staff will summarize existing conditions and compile initial comments from the Board, the Citizens Committee and the public.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments

**FISCAL IMPACT**

Is there a fiscal impact? No.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

To be consistent with the regional process, a new CWTP should be completed every four years. The last NCTPA 25-year Countywide Transportation Plan was adopted in 2009 and was used to inform the One Bay Area Plan, the Metropolitan Transportation Commission's (MTC) long range plan adopted in 2013. The 2014 plan will be completed in time to inform the next regional plan which is scheduled for adoption in 2017. ARUP consulting has been engaged to assist NCTPA staff in the development of the CWTP.

As part of the CWTP effort, staff will draft a "Community-Based Transportation Plan," (CBTP) as required by the MTC, that will specifically address the transportation needs of minority, disabled, elderly and other disadvantaged members of the Napa community.

As part of the development of the new Plan, the NCTPA Board considered and adopted a set of Goals and Objectives in March which will guide and inform the CWTP and the CBTP.

On April 21, the Citizens Committee held its first meeting. With 24 members, the committee represents a wide spectrum of the county's population, some of whom have participated in previous transportation planning efforts. The committee will meet four more times over the course of the CWTP development.

The NCTPA Technical Advisory Committee (TAC) has reviewed the Goals and Objectives of the Plan. Staff has engaged the TAC in the development of a comprehensive Inventory of Projects, which will be completed later this spring. Staff is also working with TAC to develop performance measures that will assist in the evaluation of how projects contribute to meeting the CWTP Goals and Objectives.

At the Public Meetings, Staff and consultants presented an overview of key issues to be addressed in the CWTP and received comments and feedback. The consulting team has built a web-based map site that will allow members of the public to post their comments and suggestions associated with specific locations in the county. Over the coming months, staff will reach out to specific public interest groups to solicit additional input.

**SUPPORTING DOCUMENTS**

- Attachments: (1) Vision 2040 – Moving Napa Forward Napa Countywide  
Transportation Plan 2014 Citizens Advisory Committee Roster  
(2) Website Screenshots

**Vision 2040 – Moving Napa Forward  
Napa Countywide Transportation Plan 2014**

**Citizens Advisory Committee**

Michael Baldini

Joice Beatty

Leisa Bush

Dieter Deiss

Sandy Elles

James Feczko

Jeri Gill

Catherine Heywood

Elzbieta Hyde

Jerod Kansanback

Joel King

Chuck McMinn

Joseph Meck

Mike Miller

Robert Muh

Melissa Redezno Patrino

Louis Penning

Kathy Robinson

Bria Schlottman

Genji Schmeder

Julie Seiger

Russell Sweeden

Nancy Tamarisk

Gary Woodruff



Transit Services

-  VINE
-  VINE Go
-  American Canyon Transit
-  St. Helena Shuttle
-  Calistoga Shuttle
-  Yountville Trolley
-  Taxi Scrip
-  VINE 29 Express
-  VINE Napa-Solano Express
-  VINE Sonoma Express

Latest News | **Hwy 29 Study** | Countywide Plan | NVTA



Public Hearing- Napa County Transportation and Planning Agency Fiscal Year 2014-15 Budget Adoption  
**NOTICE OF PUBLIC HEARING: NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA) FISCAL YEAR 2014-15 BUDGET ADOPTION** A public hearing will be held on Wednesday, May 21st 2014, at 1:30 P.M. in the...



NCTPA Draft Budget Fiscal Year 2014-15  
The first reading of the draft FY 2014-15 NCTPA budget is being presented to the NCTPA Board of Director's on April 16, 2014 for review and comment. A budget committee review occurred on April 4th...



Countywide Plan Public Meetings in April  
Attend a community workshop to discuss the Napa Countywide Transportation Plan! Vision 2040: Moving Napa Forward is the process currently underway to prepare a long-range transportation plan for...

[View More](#)

Calendar of Events

- May 19 ATAC Meeting has been canceled.
- May 21 NCTPA Board of Directors Meeting begins at 1:30pm. Location: 625...
- May 26 NCTPA Administrative offices will be closed Memorial Day. We will...
- June TAC Meeting begins at 2:00pm.



Transit Services

-  VINE
-  VINE Go
-  American Canyon Transit
-  St. Helena Shuttle
-  Calistoga Shuttle
-  Yountville Trolley
-  Taxi Scrip
-  VINE 29 Express
-  VINE Napa-Solano Express
-  VINE Sonoma Express

Latest News | Hwy 29 Study | **Countywide Plan** | NVTA



Vision 2040 - Project Documents  
Project Documents Overview Presentation - Orientation given to the NCTPA Board of Directors to kick off the project Goals and Objectives - adopted by the NCTPA Board in February 2014, this document...

[View More](#)

Calendar of Events

- May 19 ATAC Meeting has been canceled.
- May 21 NCTPA Board of Directors Meeting begins at 1:30pm. Location: 625...
- May 26 NCTPA Administrative offices will be closed Memorial Day. We will...
- June 05 TAC Meeting begins at 2:00pm. Location: 625 Bumell St. in Napa

Home

### Countywide Plan



#### Countywide Plan Public Input

Us our online mapping tool to make comments about specific locations HERE This Collaborative Map site gives you the opportunity to comment on particular places that you think need attention: is there...



#### Vision 2040 - Project Documents

Project Documents Overview Presentation - Orientation given to the NCTPA Board of Directors to kick off the project Goals and Objectives - adopted by the NCTPA Board in February 2014, this document...



#### Vision 2040 - Community Based Transportation Plan (CBTP)

Overview In 2004, the NCTPA adopted a Community-Based Transportation Plan (CBTP) for the county. The purpose of this plan was to identify the transit needs of low-income communities in Napa and...



#### Get Involved in Vision 2040

Get Involved Extensive public involvement is essential for a plan to reflect community values and priorities and to have broad acceptance. Accordingly, the public will have many opportunities to be...

### Directory

About NCTPA

Careers at NCTPA

News & Events

Client Area

Jurisdictional Forms

Staff Login

Accessibility

Board of Directors

Planning & Projects

RidetheVINE.com

Title VI

### QuickLinks

City of American Canyon

City of Calistoga

City of Napa

City of St. Helena

Town of Yountville

County of Napa

Soltrans

Fairfield and Suisun Transit

Sonoma County Transit

San Francisco Bay Ferry

SR29 Channelization Project

Solano Napa Commuter Information

Bay Area Air Quality Management District

Caltrans District IV

Metropolitan Transportation Commission

Caltrans

Federal Transit Administration

CalVans

Capitol Corridor

Solano Transportation Authority

BART

Jameson Canyon

### Contact

625 Bumell Street  
Napa, CA 94559  
Front Desk: (707) 259-8631  
Email: [contact@nctpa.net](mailto:contact@nctpa.net)



Select Language

Home

### Countywide Plan Public Input

Submitted by ehurwitz on April 11, 2014 - 10:51am



Us our online mapping tool to make comments about specific locations [HERE](#)

This Collaborative Map site gives you the opportunity to comment on particular places that you think need attention: is there something that's working well that we should do in other places? Or, something that could be improved to make it easier for cyclists, pedestrians, transit passengers or drivers to get around? You can make comments about the Transit system, Pedestrian or Bicycle paths, the Roadways, or general comments. Once you add your comment, it will be reviewed (to eliminate spam) and added to the map. See what your fellow citizens have to say about transportation in Napa County

#### Take our countywide transportation survey [HERE](#)

This survey takes about 5 minutes to complete (although you are invited to add more extensive comments if you wish). It asks basic questions like:

- \* How do conditions compare to five years ago?
- \* What is most challenging about getting around Napa County?
- \* What is the best aspect of the transportation system?
- \* Comment on a list of proposed changes.

Community workshops were held in April

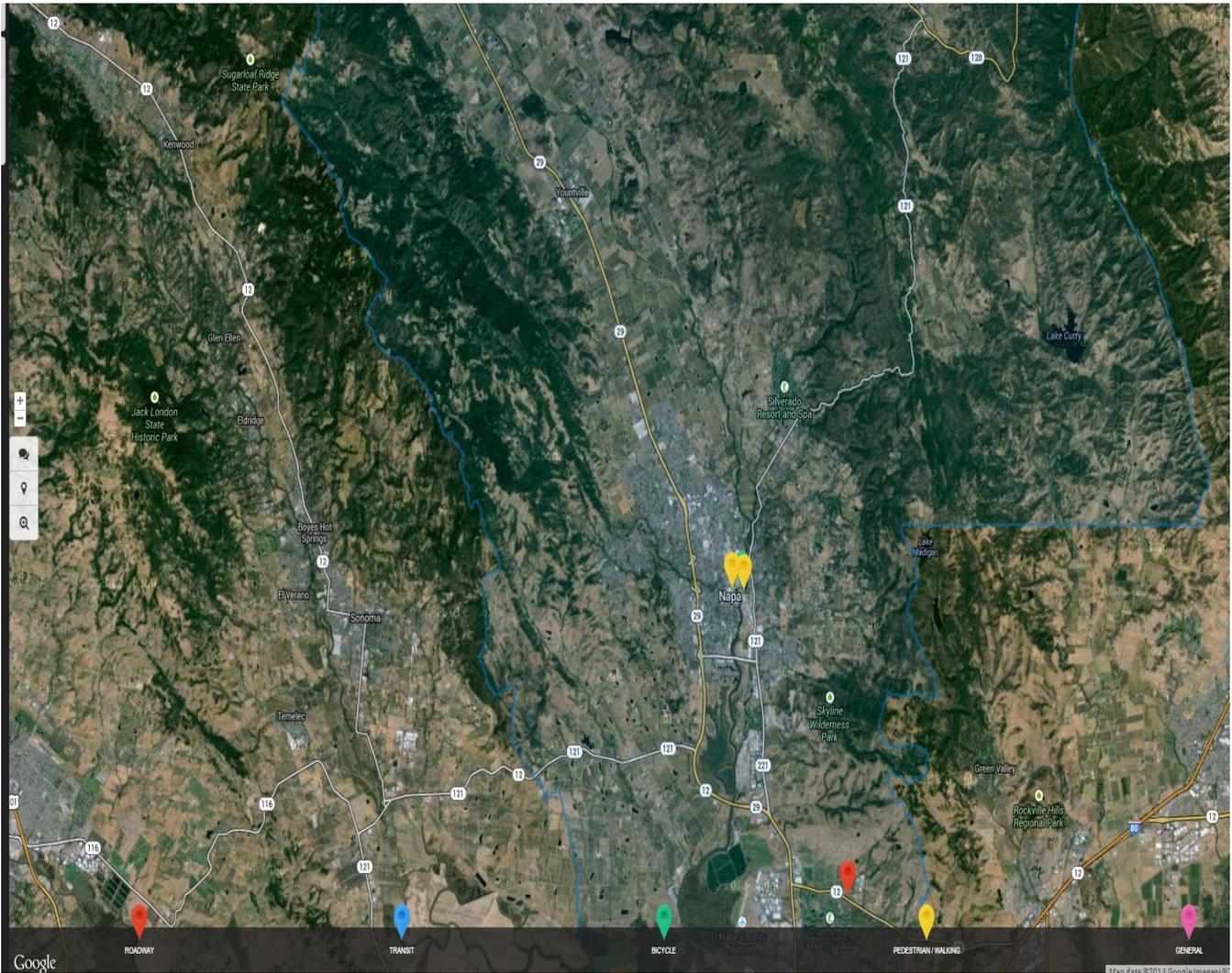
[April 23, 2014 - American Canyon](#)

[April 24, 2014 - St. Helena](#)

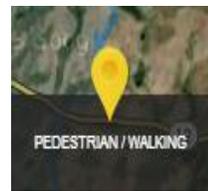
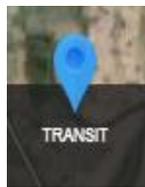
[April 26, 2014 - Napa](#)

[Here is the Powerpoint presentation given at these meetings](#)

<http://www.collaborativemap.org/NapaCounty/>



Drag a "pin" to any point on the map and let us know what's on your mind transportation-wise! (Zoom to any spot)





May 21, 2014  
NCTPA Agenda Item 10.2  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Karrie Sanderlin, Executive Director  
(707) 259-8633 / Email: [ksanderlin@nctpa.net](mailto:ksanderlin@nctpa.net)  
**SUBJECT:** Chair and Vice Chair Nominating Committee for FY 2014-15

---

### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board appoint three Board members to nominate a Chair and Vice Chair for FY 2014-15

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

The term for the Chair Caldwell and Vice Chair Dunbar will end in June of this year. Under Board bylaws a nominating subcommittee for the next Chair and Vice Chair is required.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a Fiscal Impact?      No

## **CEQA REQUIREMENTS**

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

## **BACKGROUND AND DISCUSSION**

The NCTPA bylaws, which were adopted in July 1998, require an annual election of Chair and Vice Chair at the annual meeting. The Chair and Vice Chair hold office for one year or until their successors have been appointed. In June of 2000 a subcommittee of the Board recommended, and the Board adopted, a policy that allows a two-year term for the Chair and Vice Chair with an annual vote of approval by the Board.

The term for the Chair Caldwell and Vice Chair Dunbar will end in June of this year. Under NCTPA bylaws a nominating subcommittee for the next Chair and Vice Chair is required.

## **SUPPORTING DOCUMENTS**

None



May 21, 2014  
NCTPA Agenda Item 10.3  
Continued From: New

**Action Requested: INFORMATION/ACTION**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Kate Miller, Executive Director  
(707) 259-8634 / Email: [kmiller@nctpa.net](mailto:kmiller@nctpa.net)  
**SUBJECT:** Legislative Update and State Bill Matrix

---

### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board receive the monthly Federal and State Legislative Update and consider acting on staff recommendations included on the bill matrix.

### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee (TAC) recommended at their May 1st meeting that the NCTPA Board approve the staff recommendations on pending bills. Additional bills and minor changes to bills were received from Platinum Advisors subsequent to the TAC meeting. Staff forwarded the additions/changes to TAC and received only affirmative comments in return.

### **EXECUTIVE SUMMARY**

The Board will receive a Federal legislative update. The board will also receive a State legislative update (Attachment 1) from Platinum Advisors. The bill matrix (Attachment 2) is also attached and requests that the board consider staff recommendations on pending state bills. Attachment 3 summarize revisions ("May Revise") to the Governor's FY 2014-15 budget proposal.

### **PROCEDURAL REQUIREMENTS**

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

---

**FINANCIAL IMPACT**

Is there a fiscal impact? No.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION****Federal Update***Surface Transportation Authorization*

On April 29<sup>th</sup> the Obama Administration sent a four year surface transportation authorization proposal to Congress. The proposal calls for \$302 billion in spending over a 4-year period. The proposal would not increase the gas tax but rather would rely on a one-time infusion of revenue from a corporate tax overhaul. Key elements of the plan include:

- \$10 billion National Freight Infrastructure Program (Napa's highways are not currently on the National Freight Network)
- \$1 billion Metropolitan Mobility Program (a program conceived by the 2007 National Surface Transportation Policy and Revenue Study Commission Report on which the Metropolitan Transportation Commission's Executive Director Steve Heminger served as a Commissioner)
- Increases Transit spending by almost 70% over FY 2014 levels, including tripling Bus and Bus Facilities program. The FTA formula programs would grow at a much more moderate rate of 6%.
- Increases the State Highway Program 22 percent over current spending to \$199 billion over the four year period.
- Doubles the TIGER program from \$600 million to \$1.2 billion annually
- Expands Intelligent Transportation Systems Research program
- The proposal also introduces a number of new programs and concepts
  - Creates a high performance tier of Metropolitan Transportation Organizations (MPO)
  - Introduces a Transportation Connectivity Pilot Program for up to 10 large MPOs

*Federal Budget*

The House Appropriations Committee released its proposed 2015 spending bill posing a number of challenges to the Administration's budget and surface transportation authorization proposals. If successful, it would sharply cut back the Transportation Department's TIGER infrastructure grants from \$600 million 2014 levels to \$100 million.

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The proposal cuts Federal Railroad Administration spending and would deny funding for high speed rail.

## **State Update**

### *Pending Legislation*

The Bill Matrix includes a number of bills that would impose requirements on how AB 32 Cap and Trade revenues would be distributed. In general, staff is supportive of many of the concepts outlined in these bills but has concerns about how the bills might dilute efforts to apportion revenues to the regions for distribution or superimpose requirements on regional and statewide programs. Consequently staff is recommending that the Board take “watch” positions on these bills. The bills include: AB 1447 (Waldron), AB 1639 (Grove), AB 1970 (Gordon), and SB 1204 (Lara).

AB 1907 (Ridley-Thomas) would impose an excise tax on natural gas. Staff is supportive of new revenues for transportation but it's unclear whether public transportation would be subject to the tax, therefore, staff is recommending that the Board take a watch position on this bill unless amended to specifically exempt public transit from the tax.

AB 2119 (Stone) would allow a county board of supervisors to impose a 0.125 transaction and use tax for general or specific purposes subject to a 2/3rds vote of the board of supervisors and voters. Staff is recommending that the board support this bill.

AB 2174 (Bradford) would allow jurisdictions the discretion to permit certain motorized bicycles on Class 1 facilities. Staff is recommending that the Board take a support position on this bill.

AB 2651, AB 2728 and SB 1418 would reverse elements of the gas tax swap. The gas tax swap, among other things, diverted truck weight fees to the general fund for debt payment on transportation related bonds and in exchange, increased the gas tax to make up the difference in the State Highway Account (SHA). All of the bills would prohibit truck weight fees from going into the general fund for debt service and would distribute the revenues to the SHA. Staff is recommending that the Board take support positions on these bills.

AB 2652 (Linder) specifies that \$2.5 billion be identified to reimburse transportation accounts for receipts borrowed in previous years. Staff is recommending that the Board take a watch position on this bill because the bill specifies that repayment would be made after other expenditures have been met and establishes a formula that could supersede established guidelines for various transportation programs.

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AB 2707 (Chau) extends the current distance a bike rack can protrude from the front of a 40' bus from 42" to 46". This would allow most buses to be retrofitted with a three-position bike rack. Staff is recommending the board take a support position on this bill.

SB 983 (Hernandez) would identify the place where card lock system fuel sales occurs using as the point of sale instead of at the place of business of the retailer. This would likely increase local sales tax generations for Napa. Staff is recommending that the Board take a support position on this bill.

SB 1077 (DeSaulnier) would implement a pilot program to assess the use of a vehicle miles traveled fee. Staff is recommending that the Board take a support position on this bill.

SB 1183 (DeSaulnier) would allow jurisdictions and parks districts to impose a special tax on bicycles to raise revenues for bicycle facilities. Staff is recommending that the board take a watch position on this bill.

SB 1236 (Monning) would authorize the governing board of a transit district or joint powers authority to designate employees or contracted security officers to enforce state laws on transit property. Staff is recommending that the board take a support position on this bill.

SB 1368 (Wolk) would amend state law to relinquish state owned park and ride lots to joint powers authorities. Currently the law restricts eligible agencies to county transportation commissions or regional transportation planning agencies. Staff is recommending that the Board take a support position on this bill.

See attached report and bill matrix from Platinum Advisors for additional information about state legislative activities, the aforementioned bills and bills that the Board has previously acted on.

### **SUPPORTING DOCUMENTS**

Attachments: (1) May 1, 2014 State Legislative Update (Platinum Advisors)  
(2) May 1, 2014 Bill Matrix  
(3) May 13, 2014 Budget Update: May Revise



May 1, 2014

TO: Kate Miller, Executive Director  
Napa County Transportation Planning Agency

FR: Steve Wallauch  
Platinum Advisors

RE: **Legislative Update**

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**Numbers:** April tax revenues are expected to end at about \$450 million above projections. The budget forecast assumed April tax revenues would generate \$10.989 billion, and April receipts have now reached \$11.466 billion. Assuming tax refunds will climb a little, the LAO estimates the state will end the month \$450 million higher than estimated. Through the end of March all revenues (income, sales and corporate taxes) exceeded projections by \$1.3 billion. Adding the income tax growth from April and higher April corporate tax receipts, the surplus to date will reach nearly \$2 billion.

**Deadlines:** The first major hearing deadline is Friday, May 2<sup>nd</sup>. This is the deadline for all bills with a fiscal impact to be moved out of policy committees and to the Appropriations Committee. This has resulted in a long week of very long hearings. The hearing deadlines on the horizon include the policy committee deadline for non-fiscal bills on May 9<sup>th</sup>, and the fiscal committee deadline on May 23<sup>rd</sup>. Since this is the second year of the two-year session, the House of Origin deadline is May 30<sup>th</sup>. The House of Origin deadline requires all bills to be moved to their second house in order to remain alive.

**Special Session:** The Legislature's return from Spring Recess was greeted with a new special session being called by the Governor. The purpose of this Special Session is to revise and replace ACA 4, the ballot measure pertaining to the Rainy Day Fund scheduled to be voted upon this November. Originally scheduled to be voted upon in 2012, ACA 4 is the product of a budget deal made by the Schwarzenegger administration in 2010. The Governor's January Budget Proposal contained revisions to the ballot measure. The Governor called a special session in order to speed up the process of moving a new rainy day plan onto the November ballot. The Governor's plan has been introduced by Speaker Perez as ACA 1 XX. While Speaker Perez supports a quick resolution, Senate Pro Tem Stienberg has indicated that the Legislature should wait to act until after the budget is complete. This measure does require a 2/3 vote, which will require Republican support in the Senate. The main differences in the Governor's proposal compared to ACA 4 is the creation of a Prop 98 reserve utilizing capital gains spikes to smooth out school funding, and allow debt payments to be made in lieu of depositing funds in the Rainy

Day Fund. The Governor's proposal would also double the size of the fund from 5% to 10% of revenues, and limits any withdrawal in the first year of a recession to 50% of the balance. While the proposal requires a vote of the Legislature to withdrawal any funds, Republicans have expressed concern that a simple majority vote to withdrawal funds is too low of bar. Assemblyman Jeff Gorell (R), vice chair of the Assembly Budget Committee, has asked the vote threshold be raised to 2/3. However, advocates for the poor and many Democrats are uncomfortable moving forward following the recession without establishing some restorations in services to vulnerable populations. Both parties have pledged to work with the Governor to try to find an acceptable compromise. **CalEnviroScreen 2.0:** The Office of Environmental Health Hazard Assessment (OEHHA) has released the Draft California Communities Environmental Health Screening Toll, Version 2.0, known as CalEnviroScreen 2.0. This report identifies areas of the state with the greatest health impacts caused by environmental factors, such as air pollution burdens, water quality, and unemployment. This is the report that will likely be used to determine where to invest cap & trade auction revenue to benefit disadvantaged communities.

The initial report applied the screening criteria based on ZIP codes. This updated report provides greater detail by conducting the screening based on census tracts. The new report also adds to the screening factors the potential burdens caused by contaminants in drinking water and the impacts relating to unemployment.

With the mandate to invest at least 20% of cap & trade revenue in projects that benefit disadvantaged areas, it is important to be familiar with the findings of this report. There is also the likelihood that some funding programs, such as the Zero Emission Bus program, will require 100% of the funds be used to benefit disadvantaged communities. Through the OEHAA website (link below) there is an interactive map that color codes each census tract from lowest score, or least impacted areas, to the highest scores, or most impacted areas. Under the new census tract application areas in Napa register in the moderate scoring range. The interactive map allows you to click on each census tract to reveal the statistics for each area.

Since this is a draft report, OEHAA is accepting comments on the contents and findings of the report. The deadline to submit comments of CalEnviroScreen 2.0 is Friday, May 23. A copy of the report and the interactive map can be found at: <http://oehha.ca.gov/ej/ces2.html>

**Cap & Trade:** Senate President Pro Tem Steinberg has abandoned his proposal for a "carbon tax" and has unveiled his proposal on expending cap & trade auction revenue. This is a counter proposal to the Governor's cap & trade expenditure plan outlined in the January budget. This proposal is consistent with several Senate bills currently moving through the process, but it is uncertain if this proposal will remain on the legislative track or be subsumed by the budget process. The Pro Tem's proposal includes a significant commitment to public transit funding and the direct allocation of Sustainable Communities implementation funding to regional entities. The proposal would dedicate 30% of cap & trade revenue to public transit capital and operations. In addition 40% of the funds would flow through regional entities, such as MTC, for affordable housing, active transportation projects, transit oriented development and transportation efficiency projects.

While the proposal estimates \$1.7 billion per year would be allocated to transit projects, this is based on the most optimistic revenue assumption that auction revenue will reach \$5 billion per year. Revenue estimates for cap and trade auction proceeds range from \$2-\$5 billion annually, with the likely result somewhere in the middle. Regardless, the Pro Tem's proposal would make the most significant investment in public transit that has been seen in decades. While the details are being developed, particularly with respect to the allocation method, the proposal includes the following elements:

- *Affordable Housing and Sustainable Communities (40%)* – Half the funds must be used for affordable housing and half for implementing sustainable communities strategies. This includes investments in affordable housing, transit-oriented development, land use planning, active transportation, and high density mixed use development, transportation efficiency and demand management projects.
- *Public Transit Funding (30%)* – These funds would be distributed to operators based on GHG performance criteria to build and operate transit projects. At least 5% must be used for direct transit assistance to customers, such as transit passes.
- *High Speed Rail Funding (20%)* – These funds would be continuously appropriated and could be securitized.
- *State Highway and Road Rehabilitation and for Complete Streets (10%)* – These funds would be distributed based on GHG performance criteria and could be used for traffic management, roadway maintenance, and bikeways.
- *Natural resource, water, and waste (\$200 million annually)* – These funds would be appropriated annually as part of the budget act and could be used to fund water efficiency infrastructure projects, forestry and landscape issues, wetland development, waste diversion and recycling, energy efficiency, clean vehicles, and “black carbon” reduction.
- *Climate Dividend (\$200 million annually)* – Allocated as part of the annual budget act these funds could be used to provide a rebate check on monthly fuel bills or once per year rebate with motor vehicle registrations.
- *“Charge Ahead” Electric Vehicle Deployment Program (\$200 million annually)* – These funds would be used to fund demonstration programs and other financial assistance to expand the use of zero emission cars, trucks, buses and freight movement vehicles.
- *Green Bank Funding (not less than \$10 million annually)* – These funds would be used to assist in financing clean energy and other environmentally sustainable projects.

#### **Legislation:**

***Bike Racks:*** As introduced AB 2707 (Chau) simply added the LAMTA to the growing list of transit operators authorized to use the longer three position bicycle racks. The bill has been amended, to apply to all transit operators. As amended AB 2707 would allow transit operators to use the longer three position bicycle racks on any vehicle that is no more than 40 feet in length. The bill was approved by the Assembly Committee on Transportation with a vote of 15-0, and it is currently pending on the Assembly Floor.

***Transit Offenses:*** SB 1236 (Monning) has also been amended to apply statewide. As amended, SB 1236 would authorize the governing board of any transit operator to adopt an ordinance making it an infraction for persons to knowingly give false information to an enforcement officer when being issued a citation. The bill would also authorize the governing board to designate district employees or contracted security officers to enforce ordinances as well as violations of Penal Code Section 640 and the graffiti infraction in Penal Code Section 640.5.



May 1, 2014

Bills	Subject	Status	NCTPA RECOMMENDED POSITION
<b>AB 1447</b> <b>(Waldron R)</b> California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: traffic synchronization.	This bill would add to the list of eligible uses for cap & trade auction revenue the funding of traffic signal synchronization projects. AB 1447 was unanimously approved by the Assembly Transportation Committee.	ASSEMBLY APPR.	Recommended Position: WATCH
<b>AB 1639</b> <b>(Grove R)</b> California Global Warming Solutions Act of 2006: greenhouse gas emissions limit.	Would state the intent of the Legislature that moneys derived from emissions reductions measures be expended to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions in furtherance of achieving the statewide greenhouse gas emissions limit.	ASSEMBLY NAT. RES.	Recommended Position: WATCH
<b>AB 1907</b> <b>(Ridley-Thomas D)</b> Use fuel tax: natural gas: gallon equivalent.	This bill would impose an excise tax on the sale of natural gas sold at retail for public use as a transportation fuel. It does not appear that this excise tax would apply to purchases made by public transit operators.	ASSEMBLY APPR.	Recommended Position: WATCH
<b>AB 1970</b> <b>(Gordon D)</b> California Global Warming Solutions Act of 2006: Community Investment and Innovation Program.	AB 1970 was approved by the Assembly Committee on Local Government, and has now moved to the Appropriations Committee  AB 1970 directs the Strategic Growth Council to create the Community Investment and Innovation Program. This program would provide grants to local governments for the purpose of developing and implementing greenhouse gas emission reduction projects in their region.	ASSEMBLY APPR.	Recommended Position: WATCH

Bills	Subject	Status	NCTPA RECOMMENDED POSITION
<p><b>AB 2119</b> <b>(Stone D)</b> Local taxes: transactions and use taxes.</p>	<p>AB 2119 authorizes a county board of supervisors to levy, increase, or extend a transaction and use tax at a rate of 0.125 percent, for general or specific purposes, within the unincorporated area of the county, providing that the tax is approved by a two-thirds vote of all members of the board of supervisors and is subsequently approved by a two-thirds vote of the qualified voters of the entire county or the unincorporated area of the county, as applicable, voting in an election on the issue.</p>	<p>ASSEMBLY REV &amp; TAX – 5/5/14</p>	<p>Recommended Position: SUPPORT</p>
<p><b>AB 2173</b> <b>(Bradford D)</b> Vehicles: electric bicycles.</p>	<p>AB 2173 was amended to remove the provisions in the bill creating a new definition for lower-speed motorized bicycles and allowing these bicycles on public trails. This was due to opposition from various groups.</p> <p>As amended the bill only increases the horsepower of a motorized bicycle or moped to increase from 2 to 4 horsepower. This change would allow the use of these stronger mopeds by persons with a Class C license. The operation of these mopeds would continue to be limited to public streets.</p>	<p>ASSEMBLY APPR</p>	<p>Recommended Position: SUPPORT</p>
<p><b>AB 2651</b> <b>(Linder R)</b> Vehicle weight fees: transportation bond debt service.</p>	<p>This bill effective January 1, 2016, would prohibit weight fee revenue from being transferred from the State Highway Account to the Transportation Debt Service Fund or to the Transportation Bond Direct Payment Account, and from being used to pay the debt service on transportation general obligation bonds.</p> <p>AB 2651 remains in the Assembly Transportation Committee. However, AB 2728 (Perea) was approved by the Committee, and Assemblyman Linder is working with Assemblyman Perea on moving this bill forward.</p>	<p>ASSEMBLY TRANS</p>	<p>Recommended Position: SUPPORT</p>

Bills	Subject	Status	NCTPA RECOMMENDED POSITION
<p><b>AB 2652</b> <b>(Linder R)</b> Increased revenues: appropriation.</p>	<p>This bill would require up to \$2.5 billion in unanticipated revenue to be used to repay all remaining debts owed to transportation accounts. Unanticipated revenue would be what remains of any surplus after schools and other mandated programs receive their allotment. AB 2652 specifies that 50% of the unanticipated revenue, not to exceed \$2.5 billion, would be appropriated to cities and counties for local street and road projects. The allocation to cities and counties would be based on the existing "HUTA" formula. The remaining 50% would be deposited into the Budget Stabilization Account.</p>	<p>ASSEMBLY BUDGET</p>	<p>Recommended Position: WATCH</p>
<p><b>AB 2728</b> <b>(Perea D)</b> Vehicle weight fees: transportation bond debt service.</p>	<p>AB 2728 would prohibit weight fee revenue from being transferred from the State Highway Account (SHA) to the Transportation Debt Service Fund or to the Transportation Bond Direct Payment Account, or to any other fund or account. This prohibition would remain in effect until January 1, 2019.</p> <p>This bill is similar to SB 1418 and SB 2651.</p>	<p>ASSEMBLY APPR.</p>	<p>Recommended Position: SUPPORT</p>
<p><b>SB 983</b> <b>(Hernandez D)</b> Local sales taxes: card lock fuel: place of sale.</p>	<p>Senate Bill 983 specifies that, for purposes of allocating the local share of the sales tax collected from fuel sales made through a card lock network, the place at which the fuel is delivered is the point of sale.</p>	<p>SENATE APPR</p>	<p>Recommended Position: SUPPORT</p>
<p><b>SB 1077</b> <b>(DeSaulnier D)</b> Vehicles: vehicle-miles-traveled charges.</p>	<p>SB 1077 was amended to provide more specifics on studying the use of a mileage based user fee in California.</p> <p>This bill requires the Transportation Agency to develop a pilot program by January 1, 2016, to explore various methods for using a mileage-based fee (MBF) to replace the state's existing fuel tax. The bill also outlines the scope of issues to be examined including privacy issue, security, and different methods of collecting the data.</p>	<p>SENATE APPR.</p>	<p>Recommended Position: SUPPORT</p>
<p><b>SB 1183</b> <b>(DeSaulnier D)</b> Bicycle tax</p>	<p>SB 1183 was substantially amended. The bill would authorize cities, counties, and regional park districts to impose vehicle registration surcharges of up to \$5 for the purpose of funding local bicycle infrastructure improvements and maintenance.</p> <p>The prior version of the bill would have authorized imposing a fee on the sale of new bicycles.</p>	<p>SENATE APPR.</p>	<p>Recommended Position: WATCH</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>SB 1204</b> <b>(Lara D)</b> California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program.</p>	<p>SB 1204 was approved with bipartisan support by the Senate Committee on Transportation &amp; Housing.</p> <p>This bill creates a California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program. The purpose of this bill is to use cap &amp; trade auction revenue to fund the development, demonstration, and commercial deployment of zero- and near-zero-emission truck, bus, and off-road vehicle. In particular this bill would create large scale zero emission bus demonstration program aimed at making zero emission bus technology commercially available.</p>	SENATE APPR.	Recommended Position: WATCH
<p><b>SB 1236</b> <b>(Monning D)</b> Transit districts: transit offenses and enforcement.</p>	<p>SB 1236 would authorize the governing board of a transit district (or Joint Powers Authority) to designate district employees, except as specified, or security officers contracted by the district, to enforce state laws relative to certain prohibited acts on or in public transportation systems or on the property, facilities, or vehicles of a transit district, if the employees or officers satisfy specified training requirements.</p> <p>The bill would also make it an infraction to knowingly give false information to an enforcement officer or otherwise obstruct the issuance of a citation.</p>	SENATE APPR.	Recommended Position: SUPPORT
<p><b>SB 1368</b> <b>(Wolk D)</b> State Highway; relinquishment</p>	<p>This measure would authorize the California Transportation Commission to approve the relinquishment of a state owned park &amp; ride lot to a Joint Powers Authority formed for the purpose of providing transportation services. Current law limits the relinquishment to a county transportation commission or regional transportation planning agency.</p>	SENATE APPR	Recommended Position: SUPPORT
<p><b>SB 1418</b> <b>(DeSaulnier D)</b> Vehicle weight fees: transportation bond debt service.</p>	<p>SB 1418 directs vehicle weight fees into the State Highway Account, rather than the Transportation Debt Service Fund, thereby providing an additional \$1 billion annually to local streets and roads and to the state highway system. Thus, General Fund revenues must service the transportation-related, general obligation bond debt of the state.</p> <p>SB 1418 has similar policy goals as AB 2651, which the Board voted to support last month.</p>	SENATE APPR.	Recommended Position: SUPPORT

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>AB 935</b> <b>(Frazier D)</b> San Francisco Bay Area Water Emergency Transportation Authority: terms of board members.</p>	<p>AB 935 would expand the Water Emergency Transportation Authority board and specify that the seats represent specified counties</p> <p>AB 935 would divvy up the appointments to WETA as follows:</p> <ul style="list-style-type: none"> <li>• Of the Governor’s three appointees one shall be a resident of San Francisco.</li> <li>• The Senate Rules Committee will have two appointees that shall include a resident of Contra Costa County and a resident of San Mateo County</li> <li>• The Speaker of the Assembly will have two appointees that shall include a resident of Solano County and a resident of Alameda County.</li> <li>• Each of the County appointees shall be selected from a list of three nominees provided by the transportation authority from each county.</li> <li>• If a transportation authority does not submit a list of three names within 45 days of a vacancy then the Governor shall appoint a resident from the specified county.</li> </ul>	SENATE T & H	WATCH
<p><b>AB 1193</b> <b>(Ting D)</b> Bikeways.</p>	<p>AB 1193 was gutted and amended in January to create a new class of bike paths, known as a “cycle track” or “protected bikeway.” The bill would create a Class IV bikeway defined to provide a right-of-way designated exclusively for bicycle travel within a roadway and that are protected from other vehicle traffic with devices, including, but not limited to, grade separations, flexible posts, inflexible physical barriers, or parked cars.</p>	SENATE T & H	SUPPORT
<p><b>AB 1720</b> <b>(Bloom D)</b> Vehicles: bus gross weight.</p>	<p>This bill would extend the sunset date for the bus axle weight exemption by one year from January 1, 2015 to January 1, 2016. This bill would also likely be used to implement any agreement reached this year on the axle weight issue.</p>	ASSEMBLY TRANS	SUPPORT

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>SB 1</b> <b>(Steinberg D)</b> Sustainable Communities Investment Authority.</p>	<p>SB 1 would create a new form of tax increment financing that would allow local governments to create a Sustainable Communities Investment Authority to finance specified activities within a sustainable communities investment area.</p> <p>The Governor's Office asked the authors' of the various tax increment measures to hold-off sending these bills to his desk last year. With the Governor's IFD proposal released as part of the budget negotiations over the structure of a new tax increment financing proposal will heat-up during the budget process.</p>	Senate Floor - Inactive File	WATCH
<p><b>SB 792</b> <b>(DeSaulnier D)</b> Regional entities: Bay Area.</p>	<p>SB 792 sat on the Senate Appropriations Committee's Suspense File for most of 2013; however, with the changing political landscape SB 792 was moved out of Appropriations and approved by the Senate.</p> <p>This bill directs the Joint Policy Committee to prepare a regional organization plan with the goal of reducing overhead costs and integration of regional planning requirements. The plan shall be submitted to the JPC by December 31, 2014, and the JPC shall hold hearings in each county before adopting the plan by June 30, 2015.</p> <p>The bill also directs the JPC to develop community outreach policies, maintain a website, and beginning on January 1, 2014, the JPC shall review the plans and policies for implementing the sustainable communities strategy.</p>	Assembly Desk	WATCH
<p><b>SB 1433</b> <b>(Hill D)</b> Local Agency Public Construction Act: transit design-build</p>	<p>This bill would repeal the sunset date on existing law that allows transit operators to utilize the design-build procurement process. The bill also removes the project cost thresholds that must be meet in order to use design-build, thus allowing design-build procurement to be used on any size project.</p>	SENATE APPR.	SUPPORT

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>SCA 4</b> <b>(Liu D)</b> Local government transportation projects: special taxes: voter approval.</p>	<p>SCA 4 is in the Senate Committee on Appropriations. Constitutional amendments are exempt for the House of Origin deadline.</p> <p>SCA 4 has been amended to require a percentage of the sales tax revenue be used for projects that reduce GHG emissions from transportation sources, and require a portion of the funds used on state highway project be given to the state for future maintenance needs.</p> <p>This measure would amend the Constitution to lower the voter approval threshold to 55% for the imposition, extension, or renewal of a local tax for transportation projects. SCA 4 was amended to require a local measure to include the following in order to be approved with a 55% vote:</p> <ul style="list-style-type: none"> <li>• Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes,</li> <li>• Includes a requirement for annual audits, and</li> <li>• Requires the creation of a citizens’ oversight committee.</li> </ul>	SENATE APPR	SUPPORT
<p><b>SCA 8</b> <b>(Corbett D)</b> Local government transportation projects: special taxes: voter approval.</p>	<p>SCA 8 is in the Senate Committee on Appropriations. Constitutional amendments are exempt from the House of Origin deadline.</p> <p>SCA 8 is another measure that would amend the Constitution to lower the voter approval threshold to 55% for the imposition, extension, or renewal of a local tax for transportation projects. SCA 8 was also amended to require a local measure to include the following in order to be approved with a 55% vote:</p> <ul style="list-style-type: none"> <li>• Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes,</li> <li>• Includes a requirement for annual audits, and</li> <li>• Requires the creation of a citizens’ oversight committee.</li> </ul>	SENATE APPR	SUPPORT

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>SCA 11</b> <b>(Hancock D)</b> Local government: special taxes: voter approval.</p>	<p>SCA 11 is in the Senate Committee on Appropriations. SCA 11 is an “umbrella measure” on lowering the voter threshold from 2/3 to 55% for local sales taxes and parcel taxes. This measure would lower the vote threshold for any purpose.</p> <p>SCA 11 was also amended to require the following elements in the local measure in order to be approved by 55%:</p> <ul style="list-style-type: none"> <li>• Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes,</li> <li>• Includes a requirement for annual audits, and</li> <li>• Requires the creation of a citizens’ oversight committee.</li> </ul>	SENATE APPR	SUPPORT



May 13, 2014

Budget Update: May Revise

*Steve Wallauch, Nicole Wordelman, & Michael Corbett contributed to this update.*

**Revenues:** The Governor appears to be using conservative estimates on revenue growth for the next fiscal year. While revenue in the current fiscal year is about \$2 billion higher than the January estimate, the May Revise assumes revenue will only grow by \$856 million in 2014-15. In addition, actual revenue attributed to the 2012-13 fiscal year has been ratcheted back by \$513 million. This puts the May Revise surplus at around \$2.4 billion. It will be interesting to see if the LAO's projection produces a more optimistic revenue forecast.

While the longer term estimate for revenue growth from Finance is at 5% annually, Finance assumes that the strong revenue growth seen in early 2014 will not continue. The May Revise assumes the jump in income tax in 2014 is attributed to high levels of withholding for annual bonus payments. Since the forecast calls for minimal changes in wage growth, the higher income tax numbers this year are not expected to translate into higher receipts next year. In addition, sales tax revenues remain below the January estimate and corporate tax refunds are expected to increase significantly in May and June. Corporate tax receipts are about \$600 million above projections, but refunds are down almost \$400 million through April, so Finance assumes refunds will accelerate in the next two months.

### Local Government and Transportation

**State Mandates:** The May Revise does provide an initial \$100 million payment to cities, counties, and special districts for pre-2004 mandate debt. The state owes local governments \$900 million in mandate claims, about 73% of which is owed to counties. While this is a promising start to finally paying this debt, the May Revise Summary notes that the Administration expects that most of these funds will be focused on implementing public safety realignment.

**Cap & Trade Funding:** The May Revise does not propose any changes to the Governor's January expenditure plan. The appropriation of cap & trade funds is currently a topic of negotiations between the Administration and Legislature.

**Groundwater Management:** The May Revise increases funding for the Sustainable Groundwater Management Program by \$2.5 million in 2014-15, increasing to \$5 million per

year for the following five years. This funding will be used to provide planning oversight and technical assistance to local and regional entities developing management plans for local groundwater basins. The May Revise notes that groundwater resources are best managed at the local and regional level, and the state's role should be limited to providing guidance and resources to local entities.

**Enhanced Infrastructure Financing Districts (IFDs):** The Governor's January budget included a proposal to expand the use of IFDs and lower the voter threshold to create the districts from 2/3 to 55%. While the May Revise proposes to make some tweaks to this proposal, it continues to require cities and counties to have received a finding of completion, be in compliance with the Controller's audit findings, and not have any pending lawsuits relating to the RDA dissolution process in order to use this new IFD authority. After receiving feedback on this proposal, the May Revise includes a few changes to this proposal:

- Creates this authority in a "stand alone" statute, which will allow those cities and counties that have not complied with the conditions to use the existing, and more limited, IFD authority.
- Clarifies that monies received by cities and counties pursuant to the Vehicle License Fee Swap may be securitized to fund Enhanced IFD projects.
- Clarifies that entities participating in an Enhanced IFD may seek voter approval, pursuant to existing statutory and constitutional requirements, to levy new fees or assessments to support projects identified in an Enhanced IFD project plan.
- Establishes affordable housing projects as projects of community-wide significance that an Enhanced IFD may fund.
- Clarifies that Enhanced IFDs must replace any low- or moderate-income housing that is removed as part of a project plan, as is required under current IFD law.
- Requires any affordable housing created or replaced as part of an Enhanced IFD project plan must include long-term affordability covenants of 55 years for rental units and 45 years for owner-occupied units.

**Transportation:** There were no significant changes to the transportation budget in the May Revise. The changes contained in the May Revise include a reduction in capital outlay support by \$21.8 million and 195 positions due to diminishing Prop 1B and ARRA funds. Other tweaks in the transportation budget include:

- Allowing for a mid-year increase of \$5 million in Prop 1A funds for High-Speed Rail project management, and a \$5 million augmentation in the loan from the Public Transportation Account to High-Speed Rail. These changes are for authorization only and the funds would only flow after 30 day notice is given to the Budget Committees.
- The forecast for State Transit Assistance (STA) funds was increased slightly. STA funds are allocated to public transit operators to assist with operating costs. The May Revise increases the outlook for STA funds in 2013-14 from \$389 million to \$400 million, and the 2014-15 outlook is improved from \$373 million to \$379 million.

## **Administration of Justice**

**Public Safety Realignment:** Although the Governor's May Revision does not provide for an increase in base funding for public safety realignment (AB 109), it makes several changes in funding for realignment-related programs and activities. First, the revision includes an \$11.3 million augmentation to address the short-term increase in the number of offenders on Post Release Community Supervision (PRCS). The funds are to be allocated to county probation departments (ironically, the Governor's January budget proposal called for an overall decrease of \$64 million in realignment funding to reflect a decrease in PRCS activities for counties).

Second, the May Revision proposes an increase of \$1 million for trial court security to address different levels of security at court facilities built by the state and opened after the implementation of public safety realignment (counties must demonstrate the need for an increased level of security as a result of the opening of new courthouses).

Finally, the May Revision proposes to increase funding for city law enforcement grants by \$12.5 million, for a total of \$40 million. These funds are to be allocated to front line law enforcement services by the Board of State and Community Corrections (BSCC). The BSCC will allocate the funds to individual cities, rather than to the counties in which recipient cities are located.

**Trial Courts:** The trial courts have undergone substantial reductions in General Fund support in recent years. The Governor's January budget proposal called for an augmentation of \$100 million to begin to reverse the downward funding trend and its negative consequences (e.g., court closures or reduced hours of operation around the state). The May Revision proposes a two-year strategy to help stabilize trial court funding. The proposal includes an additional \$60 million increase for 2014-15. This increase does not signal the reopening of courthouses closed within the last two years; individual trial courts prioritize the expenditure of their allocations from the state.

**Department of Corrections and Rehabilitation (CDCR):** Most of the changes proposed in the May Revision pertaining to the CDCR are related to the federal court-ordered prison population cap. With respect to that cap and the state's effort to delay its final implementation, SB 105 was enacted last year. The bill appropriated \$315 million that was to be expended for various purposes, depending on the federal court's response to the state's request for a delay in meeting the cap (the court granted a two-year delay). The bill provided that unexpended funds would be addressed in a specific manner, with the first \$75 million going into the Recidivism Reduction Fund (unexpended funds beyond the \$75 million would be split evenly between the Recidivism Reduction Fund and the General Fund). The delay in meeting the population cap has resulted in savings. Thus the May Revision increases the funds available to the Recidivism Reduction Fund by \$9.9 million, for a total of \$91 million for the budget year. Of these available funds, the May Revision proposes to allocate \$9 million for reentry programs provided at the community level and \$865,000 for the California Leadership Academy.

The May Revision also proposes to provide a total of \$49 million for community-level reentry programs, with a focus on reentry programs for the mental health population that is within 6 to 12 months of release. The facilities will offer a variety of wrap-around services, including case management, employment assistance, housing, and enrollment in available health and social services programs such as Medi-Cal and CalWORKs.

The May Revision includes \$3.1 million (a \$2.9 million reduction from the Governor's January budget) to comply with other population reduction strategies ordered by the federal court. The funds would be used to begin the expansion of medical parole, implement an elderly parole program, establish a parole process for non-violent, non-sex second strikers who have served 50 percent of their sentences, and reduce the timeline for hearing preparations (these do not represent all of the strategies the court ordered the state to pursue).

## **Health and Human Services**

**Medi-Cal Expansion:** Medi-Cal enrollment is estimated to increase from 7.9 million - prior to implementation of the Affordable Care Act - to 11.5 million in 2014-15, totaling 30% of the State's population. Of the newly enrolled population, 800,000 of those individuals were already eligible for Medi-Cal but were not enrolled, and will therefore only draw down a 50% funding match from the federal government. The May Revision estimates that the caseload will increase to about 815,000, increasing costs in 2013-14 by \$89.3 million to total \$193 million, and increasing costs in 2014-15 by \$513 million to total \$918 million.

The optional Medi-Cal expansion – coverage of individuals up to 138% of federal poverty level – is eligible for 100% federal funding for the first three years. In 2017 the State will be responsible for 5% of funding, 6% in 2018, 7% in 2019, and 10% in 2020 and beyond.

**1991 Realignment Redirection:** Last year, the Budget contained a formula for redirecting some of the 1991 realignment funding counties receive for indigent health care under the premise that counties would save money as a result of the optional Medi-Cal expansion. The Administration still estimates that counties will redirect \$300 million in 2013-14 to the CalWORKs program, but their estimate for 2014-15 has been reduced from January's estimate of \$900 million to \$724.9 million based on data received from counties.

**Medi-Cal Provider Rates:** The May Revision does not reverse the 10% provider rate reductions resulting from the 2011-12 budget agreement.

**California Health Eligibility Enrollment and Retention System (CalHEERS):** CalHEERS is the web-based system that determines eligibility and facilitates enrollment in Covered California and Medi-Cal. The information technology system has experienced numerous technical difficulties which have resulted in the backlog of 900,000 Medi-Cal applications. The May Revision includes \$68.6 million in 2013-14 and \$25.8 million in 2014-15 to try to help remedy the backlog.

**AIDS Drug Assistance Program:** The Governor proposes \$26.1 million in federal funds to add two new Hepatitis C virus drugs to the ADAP drug formulary.

**Pediatric Vision Services:** The Governor proposes a \$2 million (\$1 million General Fund) pilot program utilizing mobile vision providers to serve children enrolled in Medi-Cal managed care plans. The vision providers would contract with school districts to offer vision screenings and glasses.

**In-Home Supportive Services (IHSS):** Estimates of caseload, hours per case, and costs per hour have increased in the IHSS program, causing the Governor to increase the proposed spending in 2013-14 by \$107.9 million and in 2014-15 by \$134.4 million.

**CalWORKs:** Caseload in the CalWORKs program is declining more slowly than anticipated. Estimated costs have increased by \$35 million in 2013-14 and \$95.2 million in 2014-15. The CalWORKs grant increase which took effect on March 1, is also affected by caseload growth and lower estimates of revenues being redirected from 1991 realignment. Updated estimates include an additional \$13 million (\$6.8 million General Fund) in 2014-15 for the grant increases.

**Title IV-E Waiver:** The Administration includes an additional \$3.1 million (\$1.5 million General Fund) in the May Revision to support the addition of 18 counties to the IV-E waiver. Alameda County and L.A. County already participate in the waiver which allows counties to use child welfare funding more flexibly in order to improve safety, permanency, and well-being of children within the child welfare system.

**CalFresh:** The Low Income Home Energy Assistance Program (LIHEAP) provides an energy assistance benefit to low income households requiring help to pay their heating and cooling bills. Recent federal changes require states to provide supplemental funding to LIHEAP in order to maintain nutrition benefits (CalFresh). Therefore, the Administration is proposing an increase of \$10.5 million to LIHEAP in 2014-15 to keep 320,000 families from losing \$62 per month in CalFresh benefits.

In addition, the Administration includes \$20.7 million in funding for CalFresh administration funding relating to an additional 134,000 households receiving CalFresh as a result of the Affordable Care Act implementation.

**Katie A:** Included in the Governor's May Revision is a \$2 million placeholder to pay counties for administrative costs of producing semi-annual progress reports as required by the Katie A. v. Bonta settlement agreement. The agreement was the result of a lawsuit alleging that children were not receiving appropriate services through the child welfare system and the mental health system in California. The settlement mandates the provision of intensive in-home and community-based mental health services for California children who are in foster care or at imminent risk of removal from their families. The Administration's Summary document of the May Revision notes that the \$2 million is subject to further discussions to determine cost increases.