



625 Burnell Street, Napa CA 94559

## Napa County Transportation and Planning Agency (NCTPA)

### Board of Directors

### AGENDA

Wednesday, September 18, 2013  
1:30 p.m.

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
JoAnn Busenbark	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.</b>	<b><u>CONSENT ITEMS (8.1 – 8.9)</u></b>	<b><u>RECOMMENDATION</u></b>	<b><u>TIME</u></b>
8.1	Approval of Meeting Minutes of July 17, 2013 (Karrie Sanderlin) ( <i>Pages 10-15</i> )	APPROVE	1:35 PM
8.2	Resolution No. 13-13 Approving the FY 2013-14 Salary Ranges for NCTPA Job Classifications (Karrie Sanderlin) ( <i>Pages 16-20</i> )	APPROVE	
	Board action will approve the FY 2013-14 Salary Ranges for NCTPA Job Classifications based upon the Bay Area Consumer Price Index (CPI) ending December 2012 of 2.7%.		

- 8.3 Resolution No. 13-14 Amending the FY 2013-14 Budget Adjustments (Antonio Onorato) *(Pages 21-24)* APPROVE

Board action will approve amending the FY 2013-14 Budget to increase appropriation of Public Transit services by \$319,102.

- 8.4 Resolution No. 13-15 Delegating Authority to the Executive Director to Sign and Record Notices of Completion (Janice Killion) *(Pages 25-27)* APPROVE

Board action will approve Resolution No. 13-14 delegating authority to the Executive Director to sign and record Notices of Completion.

- 8.5 Approval to Remove and Dispose of Obsolete Fareboxes from NCTPA Fixed Asset Inventory List (Antonio Onorato) *(Pages 28-29)* APPROVE

Board action will approve the removal of forty-one (41) obsolete transit fareboxes from the fixed asset inventory and dispose of the assets according to NCTPA policy.

- 8.6 Memorandum of Understanding (MOU) between the Napa County Transportation and Planning Agency (NCTPA) and the City of St. Helena (Tom Roberts) *(Pages 30-36)* APPROVE

Board action will approve a MOU between NCTPA and the City of St. Helena for the provisions of transit services.

- 8.7 Resolution No. 13-16; Resolution No. 13-17, and Resolution No. 13-18, Authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for FY 2012-13 and FY 2013-14 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program (Antonio Onorato) **(Pages 37-44)**

APPROVE

Board action will approve Resolution No. 13-16; Resolution No. 13-17; and Resolution No. 13-18, Authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for FY 2012-13 and FY 2013-14 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the total amount of \$207,000.

- 8.8 Agreement with the Napa Valley Wine Train (Lawrence Gawell) **(Pages 45-53)**

APPROVE

Board action will authorize the Executive Director to execute, and make minor modifications to an agreement with the Napa Valley Wine Train to allow access to Wine Train passengers to cross and to allow the Napa Valley Wine Train to construct a crosswalk across the Trancas Park and Ride Facility as part of the Napa Valley Wine Train's Union Station project.

- 8.9 Approval of NCTPA Agreement No. 13-12 Soscol Gateway Transit Center Hub Signage Project (Lawrence Gawell) *(Pages 54-55)*

APPROVE

Board action will approve an agreement with ERBCO Construction Services Inc. of San Francisco, CA for work to be performed for the Hub Signage Project in an amount not to exceed \$185,000.

**9. REGULAR AGENDA ITEMS**

**RECOMMENDATION**

**TIME**

- 9.1 Legislative Update and State Bill Matrix (Kate Miller) *(Pages 56-79)*

APPROVE

1:40 PM

Board action will receive the monthly Legislative Update and approve staff recommendations on pending state bills.

**10. INTERJURISDICTIONAL ISSUES FORUM**

**RECOMMENDATION**

**TIME**

- 10.1 Interjurisdictional Issues Discussion Forum and Information Exchange

1:50 PM

Board Members are encouraged to share specific new projects with interjurisdictional impacts.

**11. CLOSED SESSION**

**TIME**

- 11.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54946.8)**

2:00 PM

Property: APN 057-070-001-000  
 Agency Negotiator: Kate Miller, Executive Director  
 Negotiating Parties: Giles, Kimbal Griggs & Blodget-Therese Giles  
 Under Negotiation: Price and terms of Payment

Property: APN 057-170-019-000  
Agency Negotiator: Kate Miller,  
Executive Director  
Negotiating Parties: Ronald M.  
Fedrick  
Under Negotiation: Price and terms  
of Payment

Property: APN 057-170-018-000  
Agency Negotiator: Kate Miller,  
Executive Director  
Negotiating Parties: Fennell, Michael  
L. & Anne E., ETAL  
Under Negotiation: Price and terms  
of Payment

Property: APN 046-370-027-000  
Agency Negotiator: Kate Miller,  
Executive Director  
Negotiating Parties: Boca Company  
Under Negotiation: Price and terms  
of Payment

Property: APN 035-110-028  
Agency Negotiator: Kate Miller,  
Executive Director  
Negotiating Parties: Arthur J.  
Housely and Judith A. Housely,  
Trustees  
Under Negotiation: Price and terms  
of Payment

Property: APN's 007-082-001 and  
007-082-002  
Agency Negotiator: Kate Miller,  
Executive Director  
Negotiating Parties: New East  
Frontiers, Inc.  
Under Negotiation: Price and terms  
of Payment

Property: APN 007-082-004  
Agency Negotiator: Kate Miller,  
Executive Director  
Negotiating Parties: Michael D.  
Marino  
Under Negotiation: Price and terms  
of Payment

Property: APN 007-120-011  
Agency Negotiator: Kate Miller,  
Executive Director  
Negotiating Parties: De La Salle  
Institute  
Under Negotiation: Price and terms  
of Payment

12. **FUTURE AGENDA ITEMS** 3:10 PM

13. **ADJOURNMENT** **RECOMMENDATION** 3:15 PM

13.1 Approval of Meeting Date of October 16, 2013 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 September 13, 2013.



Karalyn E. Sanderlin, NCTPA Board Secretary

## Glossary of Acronyms

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

## Glossary of Acronyms

<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>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

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

**Board of Directors**

**MINUTES**

**Wednesday, July 17, 2013**

**ITEMS**

**1. Call to Order**

Vice Chair Dunbar called the meeting to order at 1:40 p.m.

**2. Pledge of Allegiance**

The Pledge of Allegiance was recited at the preceding Napa Valley Transportation Authority (NVTA) meeting.

**3. Roll Call**

**Members Present:**

**Voting Power**

Leon Garcia	City of American Canyon	(1)
Joan Bennett	City of American Canyon	(1)
Jill Techel	City of Napa	(6)
Bill Dodd	County of Napa	(2)
Peter White	City of St. Helena	(1)
Lewis Chilton	Town of Yountville	(1)
John Dunbar	Town of Yountville	(1)

**Members Absent:**

Chris Canning	City of Calistoga	(1)
Michael Dunsford	City of Calistoga	(1)
Scott Sedgley	City of Napa	(4)
Keith Caldwell	County of Napa	(2)
Ann Nevero	City of St. Helena	(1)

**Non-Voting Member Absent:**

JoAnn Busenbark	Paratransit Coordinating Council	(0)
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**4. Public Comment**

None.

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

*MTC Commission Update*

*Board Member Bill Dodd*

Reported on MTC activities to date.

**6. Director's Update**

*Kate Miller, Executive Director*

Introduced MTC Summer Interns, Alberto Mendoza and Zacharias Pacheco.

Reported CARB will be holding an AB 32 Scoping Plan in San Francisco on July 31st. Four of the region's congestion management agencies will represent the transportation interest, including NCTPA. The next scoping plan will focus on achieving the second goal for GHG reductions to 2050.

Reported that the VINE Route 21, service between Napa and Fairfield, was successfully launched on July 1st. NCTPA has received some very positive feedback.

Reported that the ridership on the VINE Transit is up again over June of last year by 20% overall. Calistoga and Yountville continue to show significant improvements with over 50% increase over this time last year.

**7. Caltrans' Update**

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

**8. CONSENT ITEMS (8.1 – 8.2)**

**MOTION MOVED by TECHEL SECONDED by GARCIA to APPROVE** Consent Items 8.1 – 8.1. **Motion Passed 13-0.**

**8.1 Approval of Meeting Minutes of June 19, 2013**

**8.2 Regional Transportation Improvement Program (RTIP) / State Transportation Improvement Program (STIP) 2014 Call for Projects**

Board action approved opening a call for projects for the 2014 Regional Transportation Improvement Program (RTIP).

**9. PUBLIC HEARING**

**9.1 Public Hearing and Approval of Proposed Service Improvements to the St. Helena VINE Shuttle Service**

Vice Chair Dunbar opened the Public Hearing at 1:50 p.m.

Staff provided a review of the proposed service improvements to the St. Helena VINE Shuttle service.

Being no Public Comment, Vice Chair Dunbar closed the Public Hearing at 2:15 p.m.

**MOTION MOVED by WHITE SECONDED by TECHEL to APPROVE** the proposed service improvements to the St. Helena VINE Shuttle service effective August 1, 2013. **Motion Passed 13-0.**

**10. REGULAR AGENDA ITEMS**

**10.1 Legislative Update and State Bill Matrix**

Kate Miller, Executive Director, reviewed the monthly Legislative Update

**MOTION MOVED by CHILTON SECONDED by WHITE to APPROVE** staff's recommendations on pending state bill as outlined and provided in Attachment 1. **Motion Passed 13-0.**

**10.2 Second Reading and Approval of NCTPA Ordinance 2013-01 Regulating Parking and Authorize the City of Napa to Issue Citations on NCTPA Property**

Janice Killion, NCTPA Legal counsel, reviewed the proposed ordinance permitting parking in NCTPA parking facilities, prohibiting smoking at the Soscol Gateway Transit Center, and restricting access to the Soscol Gateway Transit Center's Bus Bays exclusively to VINE vehicles.

**MOTION MOVED by GARCIA SECONDED by BENNET to APPROVE** the Second Reading and Adoption of Ordinance 2013-01 Regulating Parking and Authorize the City of Napa to Issue Citations on NCTPA Property. **Motion Passed 13-0.**

**10.3 Amendment No. 9 to the Joint Powers Agreement (JPA) for the Napa County Transportation and Planning Agency**

Janice Killion, NCTPA Legal counsel, provided a review of the proposed changes included in Amendment No. 9 to the JPA.

There are several “clean up” changes to Amendment 9; however, the significant changes are in Sections 4, 5 and 8 as follows:

Section 4 removes Section 4.3.1 (c) Second Non-Voting Member Appointed by the NCTPA Board. The Board has never exercised this clause and the Sub Committee felt it should be removed. Additionally, Section 4 increases the City of American Canyons voting power to four (4) votes, with each member receiving two (2) votes and changes the distribution of the City of Napa’s ten (10) votes so that each member receives five (5) votes.

Section 5 adds the power to apply for, expend and allocate all funds related to TDA Article 3 purposes, as set forth in Public Utilities Code section 99234, *et seq.*, as amended from time to time.

Section 8 adds Section 8.3.5 Advances from Member Jurisdictions. This section states that advances from member Jurisdictions may be made on a short term basis to meet operational expenses, which advances shall be repaid from the first available revenues of NCTPA.

**MOTION MOVED by WHITE SECONDED by GARCIA to APPROVE** Amendment No. 9 to the Joint Powers Agreement (JPA) and direct staff to circulate to its member jurisdictions for approval by their respective councils. **Motion Passed 13-0.**

**10.4 Approval of Resolution No. 13-12 Adopting the Priority Development Area (PDA) Planning Program of Projects for FY 2013-14 through 2015-16**

Staff reviewed the PDA Planning Program of Projects for FY 2013-14 through 2015-16 in the amount of \$750,000.

**MOTION MOVED by BENNETT SECONDED by TECHEL to APPROVE** Resolution No. 13-12 adopting the Napa County Priority Development Area (PDA) Planning Program of Projects for FY 2013-14 through 2015-16 in the amount of \$750,000. **Motion Passed 13-0.**

**10.5 Approval of NCTPA’s Overall Work Program (OWP) for FY 2013-14**

Staff reviewed the OWP for FY 2013-14. Board Member Garcia requested that staff provide a mid-year update on the status of projects included in the OWP.

**MOTION MOVED by BENNETT SECONDED by WHITE to APPROVE** the Agency’s Overall Work Program (OWP) for FY 2013-14 and directed

staff to provide a mid-term update on the status of projects included in the OWP. **Motion Passed 13-0.**

**10.6 Discontinue Service by the Route 29 to the Imola Park and Ride Lot and Re-Route to the Soscol Gateway Transit Center**

Staff updated the Board on the discontinuation of service by the Route 29 to the Imola Park and Ride Lot and Re-Route to the Soscol Gateway Transit Center.

Elise B., Napa Resident, spoke in support of keeping the Route 29 service at the Imola Park and Ride Lot.

**MOTION MOVED by WHITE SECONDED by DODD to APPROVE** discontinuing service by the Route 29 to the Imola Park and Ride lot and to re-route the service to the Soscol Gateway Transit Center (SGTC) as of September 2, 2013. **Motion Passed 13-0.**

**10.7 Adoption of FY 2013–2022 Short Range Transit Plan (SRTP)**

Every four years the agency develops and adopts its Short Range Transit Plan (SRTP). The SRTP is used by the agency to help determine the most efficient and effective use of current and future resources to meet existing and future projected transit needs for the residents of Napa County. This planning effort involves a thorough assessment of system performance, financial data, and community input to inform the short-term needs of the agency from FY 2013-FY 2022. The plan provides a comprehensive overview of transit operations in the County, establishes service standards, and outlines a service plan to focus available operating and capital resources.

**MOTION MOVED by WHITE SECONDED by GARCIA to APPROVE** adopting the FY 2013-2022 Short Range Transit Plan (SRTP). **Motion Passed 13-0.**

**10.8 VINE Route Restructure Nine (9) Month Update**

*Information Only / No Action Taken*

Staff provided an update on the VINE Route Restructure and provided a summary of additional service adjustments to improve system reliability.

**11. INTERJURISDICTIONAL ISSUES FORUM**

**11.1 Interjurisdictional Issues Discussion Forum and Information Exchange**

No Reports Given.

**12. FUTURE AGENDA ITEMS**

None.

**13. ADJOURNMENT**

**13.1 Approval of Meeting Date of September 18, 2013 and Adjournment**

The next regular meeting will be held Wednesday September 18, 2013 at 1:30 p.m.

The meeting was adjourned by Vice Chair Dunbar at 2:23 p.m.

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Karalyn E. Sanderlin, NCTPA Board Secretary

DRAFT



September 18, 2013  
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:** Karrie Sanderlin, Program Manager-Human Resources, Civil Rights and Board Secretary  
(707) 259-8633 / Email: [ksanderlin@nctpa.net](mailto:ksanderlin@nctpa.net)  
**SUBJECT:** Resolution No. 13-13 Approving the FY 2013-14 Salary Ranges for Napa County Transportation and Planning Agency (NCTPA) Job Classifications

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 13-13 (Attachment 1) approving the FY 2013-14 Salary Ranges for NCTPA Job Classifications based upon the Bay Area Consumer Price Index (CPI) ending December 2012 of 2.7% (Attachment 2).

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

At the December 14, 2011, the Board approved a revision to Section 2.10 Performance Evaluation of the NCTPA Policies, Practices, and Procedures Section 10 Personnel Policies and Procedures which established that pay grades are to be adjusted annually based on the Bay Area Consumer Price Index (CPI) for all labor within Napa County.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a Fiscal Impact? No. Only the salary ranges are to be adjusted, not employee salaries.

### **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**

In October 2011, the Board approved Resolution No. 11-25 creating a classification structure and establishing compensation ranges for NCTPA job classifications based upon the Agency's compensation and classification study.

At the December 14, 2011, the Board approved a revision to Section 2.10 Performance Evaluation of the NCTPA Policies, Practices, and Procedures Section 10 Personnel Policies and Procedures which established that pay grades are to be adjusted annually based on the Bay Area CPI for all labor within Napa County. The CPI adjusts the salary range only and does not imply that a CPI raise is due to employees. Rather, the range is adjusted to the CPI to provide future salary adjustments based on the annual performance review.

### **SUPPORTING DOCUMENTS**

Attachments: (1) Resolution No. 13-13  
(2) Bay Area Consumer Price Index

**RESOLUTION No 13-13**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
APPROVING FY 2013-14 SALARY RANGES FOR NCTPA JOB CLASSIFICATIONS**

**WHEREAS**, the NCTPA policy is to establish and maintain a general compensation and classification structure for NCTPA Employees that is externally competitive and internally aligned; and

**WHEREAS**, the compensation plan, including salary ranges, should be reviewed and updated as necessary based on marketplace survey data, internal relationships, and NCTPA financial constraints; and

**WHEREAS**, on October 19, 2011, the Board approved Resolution No. 11-25 establishing compensation ranges for NCTPA job classifications; and

**WHEREAS**, on December 14, 2011, the Board revised Section 2.10 Performance Evaluation of the NCTPA Policies, Practices, and Procedures Section 10 Personnel Policies and Procedures, establishing that pay grades are to be adjusted annually based on the Bay Area Consumer Price Index (CPI) for all labor within Napa County, and

**WHEREAS**, the Bay Area CPI Index ending December 2012 is 2.7%;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Napa County Transportation and Planning Agency that the FY 2013-14 Salary Ranges for NCTPA Job Classifications, which are based on the Bay Area CPI ending December 2012 of 2.7% ,are hereby adopted as set forth in Exhibit A.

Passed and adopted this 18<sup>th</sup> day of September, 2013

\_\_\_\_\_  
Keith Caldwell, NCTPA Chair

Ayes

Noes:

Absent:

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel

**EXHIBIT A**

<b>Job Title</b>	<b>Monthly Salary Range</b>	
	<b>Minimum</b>	<b>Maximum</b>
Executive Director	Separate Contract	
Program Manager – Chief Procurement & Compliance Officer	\$8,064	\$9,693
Program Manager – Human Resources, Civil Rights Compliance Officer & Board Secretary	\$8,064	\$9,693
Program Manager – Finance (Administration & Grants)	\$8,064	\$9,693
Program Manager – Planning (Strategic)	\$8,064	\$9,693
Program Manager – Public Transit (Marketing)	\$8,064	\$9,438
Senior Program Planner/Administrator	\$6,692	\$8,046
Associate Program Planner/Administrator	\$5,850	\$7,017
Assistant Program Planner/Administrator	\$5,059	\$6,066
Accounting Technician	\$4,199	\$5,200
Administrative Technician (Office Coordinator/PIO)	\$4,199	\$5,200
Administrative Technician (Procurement & Contract Compliance)	\$4,199	\$5,200

The Bay Area Consumer Price Index (CPI)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg
1970	---	---	38.7	---	---	39.0	---	---	39.3	---	---	39.6	39.1
	---	---	37.2	---	---	37.6	---	---	38.0	---	---	38.5	37.7

YEAR	RAW BLS INDEX 1982-84=100.0		Dec - Dec Percentage Change	Annual Avg Percentage Change
	December	Annual Avg		
2012	239.5	239.7	2.2%	2.7%
2011	234.3	233.4	2.9%	2.0%
2010	227.7	227.5	1.6%	1.4%
2009	224.2	224.4	2.6%	0.7%
2008	218.5	222.8	0.0%	3.1%
2007	218.5	216.0	3.8%	3.3%
2006	210.4	209.2	3.4%	3.2%
2005	203.4	202.7	2.0%	2.0%
2004	199.5	198.8	2.2%	1.2%
2003	195.3	196.4	1.1%	1.8%
2002	193.2	193.0	1.4%	1.6%
2001	190.6	189.9	3.5%	5.4%
2000	184.1	180.2	5.5%	4.5%
1999	174.5	172.5	4.2%	4.2%
1998	167.4	165.5	3.0%	3.2%
1997	162.6	160.4	4.2%	3.4%
1996	156.0	155.1	2.6%	2.3%
1995	152.1	151.6	1.8%	2.0%
1994	149.4	148.7	1.6%	1.6%
1993	147.0	146.3	1.9%	2.7%
1992	144.3	142.5	3.2%	3.3%
1991	139.8	137.9	3.5%	4.4%



September 19, 2013  
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:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: [anonorato@nctpa.net](mailto:anonorato@nctpa.net)  
**SUBJECT:** Resolution No. 13-14 Amending the FY 2013-14 Budget

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 13-14 (Attachment 1) amending the FY 2013-14 budget to increase appropriations in the Public Transit Fund by \$319,102.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The resolution approves a budget amendment for an increase of \$319,102 in public transit costs for the FY 2013-14 due to the previously NCTPA Board approved increase in the hourly rate for purchase transportation services beginning on July 1, 2013 and increase the budget for service enhancement on the St. Helena VINE.

### **PROCEDURAL REQUIREMENTS**

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

**FINANCIAL IMPACT**

Is there a fiscal impact? Yes. \$319,102. The additional costs will be funded by Federal Transit Administration Rural Transportation funds and Transportation Development Act (TDA) funds. The funds are available to NCTPA, but an additional allocation request to the Metropolitan Transportation Commission is needed for the disbursement of funds to NCTPA.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No.

Consequences if not approved: Revenues to fund the expanded services would not be available for hourly increase and service expansion. The NCTPA Board of Directors approved the hourly increase at the June 19, 2013 board meeting and the service enhancements for St. Helena at the July 17, 2013 board meeting.

**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**

At the June 19, 2013 NCTPA Board Meeting, board members approved Amendment #8 of the Transit Service Agreement No. 10-01 authorizing the Executive Director to execute said amendment with the maximum compensation not to exceed \$230,182 for additional vehicle maintenance and customer service staff support.

At the July 17, 2013 NCTPA Board Meeting, board members approved service improvements to the St. Helena VINE Shuttle Service proposing a budget increase of \$88,920 with enhancements to begin August 1, 2013.

Today's action would increase budget appropriations to accommodate these changes.

**SUPPORTING DOCUMENTS**

Attachment: (1) Resolution No. 13-14

**RESOLUTION No. 13-14**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
AMENDING THE FY 2013-14 BUDGET TO INCREASE APPROPRIATION  
OF PUBLIC TRANSIT SERVICES BY \$319,102**

**WHEREAS**, the Napa County Transportation and Planning Agency (NCTPA) is designated the countywide transportation planning agency responsible for Highway, Streets and Roads, and transit planning and programming within Napa County; and

**WHEREAS**, the NCTPA Board of Directors reviews and approves a budget routinely for all transit services including fixed route, deviated route, paratransit, and taxi subsidy as well as NCTPA administration and planning; and

**WHEREAS**, the NCTPA Board of Directors has approved an increase in the hourly rate for the remainder of year 4 term from July 1<sup>st</sup> to August 31, 2013 and year 5 term from September 1, 2013 to August 31, 2014 of the purchase transportation contract at the June 19, 2013 meeting; and

**WHEREAS**, Amendment #8 of the Transit Services Agreement No. 10-01 between NCTPA and Veolia Transportation increased the hourly base rate for year 4 to \$61.9395 and year 5 to \$63.6506 from \$59.9263 and \$61.5432 respectively, for a total not to exceed \$230,182; and

**WHEREAS**, the NCTPA Board of Director's approved service enhancements to the St. Helena VINE at their July 17, 2013 meeting; and

**WHEREAS**, the budget for the increase in transit services in St. Helena will increase by \$88,920; and

**WHEREAS**, the additional costs will be funded from Federal Transit Administration Rural Transit funds and Transportation Development Act funds; and

**WHEREAS**, an additional allocation request to the Metropolitan Transportation Commission is needed for the disbursement of funds to NCTPA.

**NOW, THEREFORE, BE IT RESOLVED**, that the NCTPA Board of Directors amend the FY 2013-14 Budget and increase the appropriation by \$319,102 for public transit expenditures in fund 8300 and authorize 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 19<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Keith Caldwell, NCTPA Chair

Ayes:

Nays:

Absent:

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel



September 18, 2013  
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:** Janice Killion, Agency Counsel  
(707) 258-8246 / Email [Janice.killion@countyofnapa.org](mailto:Janice.killion@countyofnapa.org)  
**SUBJECT:** Resolution No. 13-15 Delegating Authority to the Executive Director to Sign and Record Notices of Completion (NOC)

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 13-15 (Attachment 1) delegating authority to the Executive Director to sign and record Notices of Completion (NOC).

### **COMMITTEE RECOMMENDATION**

None

### **PROCEDURAL REQUIREMENTS**

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

### **EXECUTIVE SUMMARY**

A Notice of Completion must be recorded within 15 days of project completion. Because the NCTPA Board meets every thirty days or so, recording the Notice of Completion within that time frame is sometimes impossible. Delegating authority to the Executive Director will allow timely recording of the Notice.

### **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**

A Notice of Completion must be recorded within 15 days of project completion. Because the NCTPA Board meets every thirty days or so, recording the Notice of Completion within that time frame is sometimes impossible. Delegating authority to the Executive Director will allow timely recording of the Notice. Failure to record the Notice of Completion timely extends the period during which subcontractors may file stop notices from thirty to ninety days, which extends the time that NCTPA must hold a project open, and delays the time that NCTPA may make final payment to the contractor.

**SUPPORTING DOCUMENTS**

Attachment: (1) Resolution No. 13-15

**RESOLUTION NO. 13-15**

**RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
DELEGATING AUTHORITY TO SIGN AND RECORD NOTICES OF COMPLETION**

**WHEREAS**, at the conclusion of construction projects, it is typical for the owner or the owner's agent to sign and record a Notice of Completion in conformance with Section 9204 of the California Civil Code, which notice triggers the time requirement within which contractors and sub-contractors may submit claims; and

**WHEREAS**, due to NCTPA's meeting schedule, it is difficult for the Board to meet within the fifteen days of project completion required for recording Notices of Completion; and

**WHEREAS**, it is in the best interest of NCTPA to sign and record Notices of Completion in a timely manner; and

**WHEREAS**, the Board of Directors wishes to delegate the authority to sign and record Notices of Completion to the Executive Director for all NCTPA construction projects to expedite the recording of these documents and reduce the staff time otherwise required in putting these matters on the Board's agenda.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Napa County Transportation and Planning Agency that the Executive Director is authorized and directed to sign and have recorded record Notices of Completion for NCTPA construction projects that are administered by NCTPA.

Passed and adopted this 18<sup>th</sup> day of September, 2013

\_\_\_\_\_  
Keith Caldwell, NCTPA Chair

Ayes

Noes:

Absent:

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel



September 19, 2013  
NCTPA Agenda Item 8.5  
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:** Antonio Onorato, Program Manager- Finance  
(707) 259-8779 / Email: [anorato@nctpa.net](mailto:anorato@nctpa.net)  
**SUBJECT:** Approval to Remove and Dispose of Forty-One (41) Obsolete Fareboxes from NCTPA Fixed Asset Inventory List

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**RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the removal of forty-one (41) obsolete transit fareboxes from the fixed asset inventory and dispose of the assets according to NCTPA policy.

**COMMITTEE RECOMMENDATION**

None.

**EXECUTIVE SUMMARY**

Forty-one (41) VINE transit fareboxes are obsolete and past their useful lives. New fareboxes for the VINE Transit fleet were installed September 13 to September 15, 2013. The old fareboxes have a total value of \$0 and will no longer serve any useful purpose.

Staff is recommending that the asset be disposed of and removed from NCTPA's total fixed asset inventory list according to NCTPA's fixed asset policy.

**PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a fiscal impact? No impact on the General Fund, but the NCTPA's Fixed Assets will be reduced by \$66,550.

Is it Currently Budgeted? NA

Where is it budgeted? NA

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No.

Consequences if not approved: The non-performing asset will remain in the fixed asset inventory.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

Seventeen (17) fareboxes were transferred when NCTPA assumed operations for transit services from the City of Napa in 2001. These fareboxes were placed in the fixed asset inventory database. Since then, twenty-four (24) additional fareboxes were acquired as part of the procurement process when purchasing public transit vehicles. All forty-one (41) fareboxes are obsolete and beyond their useful lives and no longer serve a useful purpose.

In April 2013, a purchase order was initiated to purchase eighty-five (85) new fareboxes from SPX Genfare Corporation. The 85 new fareboxes will be installed on all VINE Transit Vehicles by September 15, 2013. The forty-one (41) old fareboxes will be disposed of according to NCTPA's fixed asset policy.

**SUPPORTING DOCUMENTS**

None.



September 18, 2013  
NCTPA Agenda Item 8.6  
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, Program Manager - Public Transit  
(707) 259-8635/ Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** St. Helena VINE Shuttle Service Memorandum of Understanding

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the Memorandum of Understanding (MOU) between NCTPA and the City of St. Helena.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The Board of Directors voted at its July 17, 2013 meeting to expand transit service in St. Helena. The attached MOU memorializes the agreement between NCTPA and the City of St. Helena regarding the operations and funding of the service.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes. \$88,920 increase from federal rural transit funds.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

The Board of Directors voted at its July 17, 2013 meeting to expand transit service in St. Helena. The attached MOU memorializes the agreement between NCTPA and the City of St. Helena regarding the operations and funding of the service.

**SUPPORTING DOCUMENTS**

Attachment: (1) Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

between

The Napa County Transportation and Planning Agency

and

City of St. Helena

### I. Preamble

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is made and entered into this 18<sup>th</sup> day of September, 2013, by and between the Napa County Transportation and Planning Agency a (hereinafter referred to as "NCTPA") and the City of St. Helena (hereinafter referred to as "CITY") and collectively referred to as the "Parties."

### II. Recitals

**WHEREAS**, NCTPA through a prior agreement with the CITY has been providing transportation services formerly known as the St. Helena VINE Shuttle for residents of the City of St. Helena, California:

**NOW, THEREFORE**, the parties do hereby agree as follows:

### III. Responsibilities' of the Parties

A. NCTPA shall provide a draft fiscal year budget to the CITY by the end June of each year. For purposes of this Agreement, a fiscal year is July 1 to June 30. From the commencement of expanded service hours in fiscal 2013/14, the City shall pay quarterly the difference between fares collected and 10% of the annual fully allocated operating expenses of the service.

B. NCTPA shall manage and operate the St. Helena VINE Shuttle to serve the general public of the City of St. Helena by providing no less than 3,939 in-service annual service hours on days and hours most responsive to public benefit and demand. There will be no service on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day unless by special arrangement at least 30 days in advance charged to the CITY separately at NCTPA's usual and customary rates for such service.

C. NCTPA will provide the operation, management, marketing activities and materials, bus stop maintenance, funding, administration and monthly reporting of rides provided for the St. Helena VINE Shuttle service. Monthly ridership reports shall be sent to the City Manager and Public Works Director. NCTPA will assign the operation of the St. Helena VINE Shuttle service to a third party.

NCTPA will, at NCTPA's expense, provide facilities, vehicles, equipment (including a two-way radio or cell phones per vehicle), maintenance, materials and supplies necessary to accomplish obligations under this Agreement, except as may otherwise be expressly provided for herein after.

D. NCTPA shall operate service as a demand responsive door-to-door service during most service hours within the designated service area and except for the time when the service shall be operated on a fixed route as noted in EXHIBIT A. The NCTPA shall respond to call-in trip requests on a first call-first serve basis. Trips will be grouped for efficiency and advance reservations beyond the same day will not be accepted.

#### **IV. Term of the Agreement**

This Agreement will become effective upon signatures of both parties and **will terminate on June 30, 2016**, unless amended, extended, or terminated pursuant to the terms of this Agreement.

#### **V. Indemnity**

Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto, from liability or claims of liability for damages to persons or property arising out of, or resulting from, any act or omission of the parties in the performance or failure to perform any action or activity contemplated, necessary, or authorized under this Agreement.

#### **VI. Termination**

This Agreement may be terminated as follows:

A. By mutual agreement of the NCTPA and CITY upon such terms and conditions as may be agreed upon.

B. By either party at any time without cause by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.

C. If the Agreement is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

#### **VII. Entire Agreement**

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**VIII. Applicable Law**

The laws of the United States and the State of California will govern this Agreement.

**IX. Modifications**

No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by the parties.

**X. Insurance**

NCTPA shall maintain, throughout the term of this Agreement, a policy or policies of insurance, with a solvent and responsible company authorized to do business in the State of California, insuring NCTPA against loss by reason of injury or damage that may result to persons or property from operations or construction of such transportation service or any other cause connected with the service provided under the term of this Agreement. Said policy shall be a minimum of two million dollars (\$2,000,000) aggregate, including appropriate general liability and auto liability. Said policy shall name CITY as additional insured and shall provide 30 days prior notice to CITY of the cancellation of any policy during the effective period of this agreement.

**XI. Notices**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in U.S. Mail, by certified mail, postage prepaid or 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. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the dated noted on the return receipt or five days following date of deposit, whichever is earlier. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this Paragraph.

To NCTPA: Executive Director  
Napa County Transportation  
and Planning Agency  
625 Burnell Street  
Napa, CA 94559

To CITY: City Manager  
City of St. Helena  
1480 Main Street  
St. Helena, CA 94574

**XII. Access to Records / Retention**

NCTPA and CITY shall have access to any books, documents, papers and records of each other, 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, NCTPA and CITY shall maintain all required records for at least five (5) years after all pending matters are closed.

**XIII. 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.

**XIV. Adjustments to Service**

The shuttle service may be adjusted throughout the term of this contract to better service the needs of the passengers. NCTPA or CITY may recommend a change or modification of service criteria. Modifications may include, but are not limited to, adding or deleting service areas; changing service types; modifying or eliminating time points; increasing, decreasing or changing operating hours; and expanding or decreasing vehicle service hours and/or days. Modifications to increase service hours may not exceed 15 percent annually. In all cases, NCTPA and CITY will agree to said changes prior to approval by the NCTPA Board.

**XV. License and Permits**

NCTPA, or its subcontractor, will procure at its expense all licenses and permits as required by federal, state or local laws, rules and regulations for the performance of its obligations under this Agreement, and will comply with all applicable laws, rules or regulations in performing its obligations hereunder.

**IN WITNESS WHEREOF**, NCTPA and City of St. Helena have executed this Agreement on the 18<sup>th</sup> day of September, 2013.

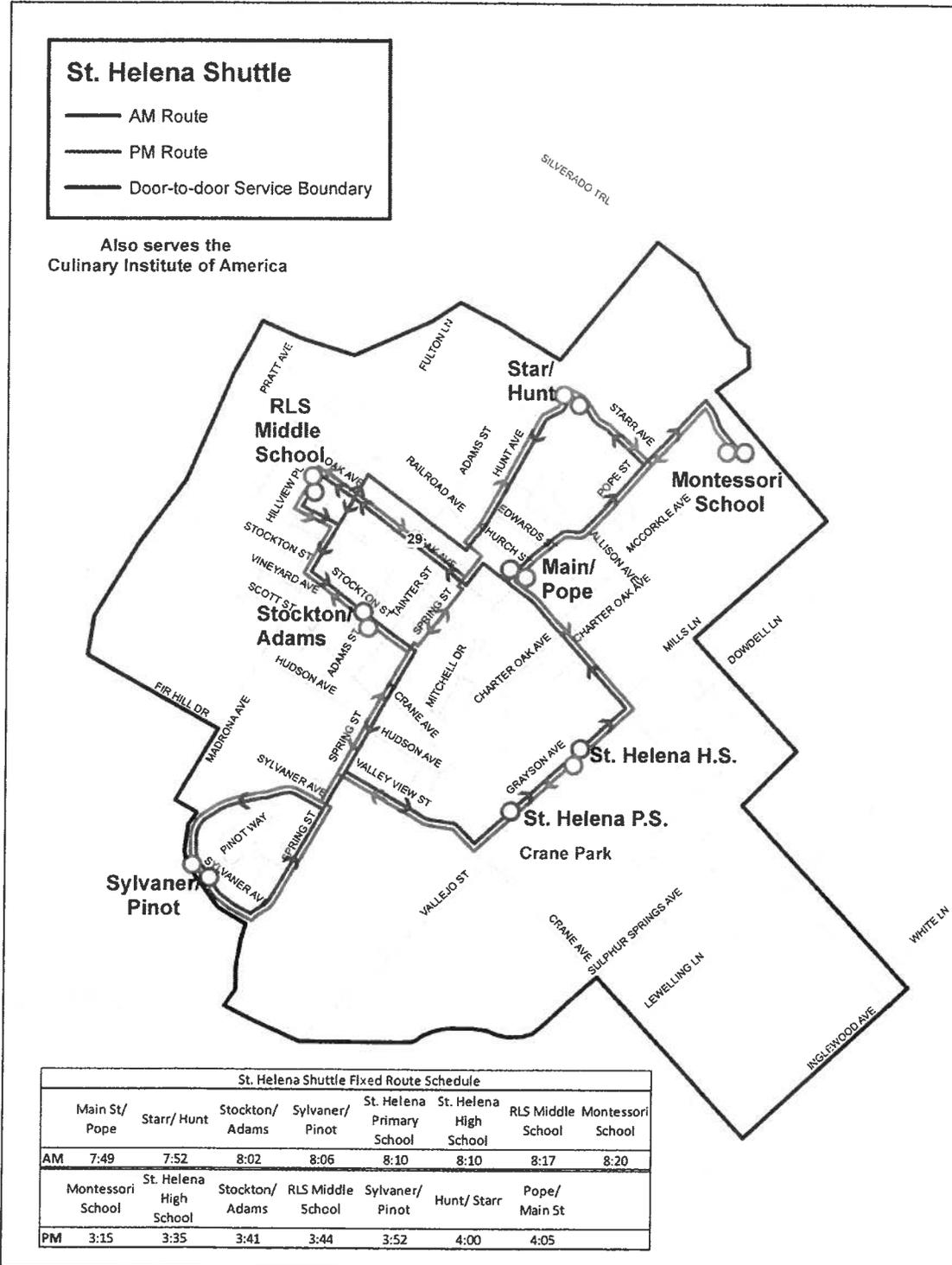
By: \_\_\_\_\_  
Keith Caldwell, NCTPA Chair

Approved as to Form

By: \_\_\_\_\_  
Janice D. Killion, NCTPA Legal Counsel

By: \_\_\_\_\_  
Ann Nevero, Mayor, City of St. Helena

# EXHIBIT A





September 18, 2013  
NCTPA Agenda Item 8.7  
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:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: [anonorato@nctpa.net](mailto:anonorato@nctpa.net)  
**SUBJECT:** Approval of Resolution No. 13-16; Resolution No. 13-17; and Resolution No. 13-18, Authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for FY 2012-13 and FY 2013-14 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program

---

### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 13-16 (Attachment 1); Resolution No. 13-17 (Attachment 2); and Resolution No. 13-18 (Attachment 3), Authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for FY 2012-13 and FY 2013-14 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the total amount of \$207,000.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The agency annually submits an application for Planning, Programming and Monitoring funds. The PPM STIP allocation for:

FY 2012-13 PPM-13-6429(011) for \$69,000  
FY 2012-13 PPM-14-6429(012) for \$69,000  
FY 2013-14 PPM for \$69,000 (Application Pending)

**PROCEDURAL REQUIREMENTS**

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

**FINANCIAL IMPACT**

Is there a fiscal impact? Yes. \$117,000 of PPM funds programmed for FY 2013-14 and \$90,000 for FY 2014-15.

Is it Currently Budgeted? Yes.

Is it Mandatory or Discretionary? NA

Future Fiscal Impact: Yes. \$90,000 for FY 2014-15

Consequences if not approved: Other funding sources will have to be used for staff costs to monitor STIP projects.

**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 PPM funding is provided to Congestion Management Agencies to assist with the cost to prepare the STIP program every year, to perform oversight of projects receiving STIP funding, and to perform project development support activities for STIP projects.

Staff recommends applying for \$207,000 in available PPM funds to provide support in the development, maintenance and improvement of the multimodal countywide travel forecast demand model.

**SUPPORTING DOCUMENTS**

- Attachment: (1) Resolution No. 13-16  
(2) Resolution No. 13-17  
(3) Resolution No. 13-18

**RESOLUTION No. 13-16**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION PLANNING AGENCY (NCTPA)  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE FUND TRANSFER  
AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF  
TRANSPORTATION (CALTRANS) FOR FY 2012-13 STATE TRANSPORTATION  
IMPROVEMENT PROGRAM (STIP) PLANNING,  
PROGRAMMING AND MONITORING (PPM) PROGRAM**

**WHEREAS**, the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Program; and

**WHEREAS**, NCTPA is eligible to receive STIP funding through Caltrans of \$69,000 for FY 2012-13 PPM13-6429(011); and

**WHEREAS**, NCTPA will use these funds to meet the local requirements for program planning, programming, and monitoring STIP projects in Napa County; and

**WHEREAS**, Caltrans has requested the NCTPA to execute fund transfer agreement in order to receive the STIP funds; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Napa County Transportation and Planning Agency that the Executive Director is authorized to execute fund transfer agreements and any amendments thereto with Caltrans to receive FY 2012-13 funds for STIP Planning, Programming and Monitoring Program; and

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///

**BE IT FURTHER RESOLVED**, that NCTPA agrees to comply with all terms and conditions of the fund transfer agreement.

Passed and adopted this 19<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Keith Caldwell, Chair, NCTPA

Ayes:

Noes:

ATTEST:

Absent:

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

APPROVED:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel

**RESOLUTION No. 13- 17**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION PLANNING AGENCY (NCTPA)  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE FUND TRANSFER  
AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF  
TRANSPORTATION (CALTRANS) FOR FY 2012-13 STATE TRANSPORTATION  
IMPROVEMENT PROGRAM (STIP) PLANNING,  
PROGRAMMING AND MONITORING (PPM) PROGRAM**

**WHEREAS**, the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Program; and

**WHEREAS**, NCTPA is eligible to receive STIP funding through Caltrans of \$69,000 for FY 2012-13 PPM14-6429(012); and

**WHEREAS**, NCTPA will use these funds to meet the local requirements for program planning, programming, and monitoring STIP projects in Napa County; and

**WHEREAS**, Caltrans has requested the NCTPA to execute fund transfer agreement in order to receive the STIP funds; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Napa County Transportation and Planning Agency that the Executive Director is authorized to execute fund transfer agreements and any amendments thereto with Caltrans to receive FY 2012-13 funds for STIP Planning, Programming and Monitoring Program; and

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///

**BE IT FURTHER RESOLVED**, that NCTPA agrees to comply with all terms and conditions of the fund transfer agreement.

Passed and adopted this 19<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Keith Caldwell, Chair, NCTPA

Ayes:

Noes:

ATTEST:

Absent:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel

**RESOLUTION No. 13- 18**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION PLANNING AGENCY (NCTPA)  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE FUND TRANSFER  
AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF  
TRANSPORTATION (CALTRANS) FOR FY 2013-14 STATE TRANSPORTATION  
IMPROVEMENT PROGRAM (STIP) PLANNING,  
PROGRAMMING AND MONITORING (PPM) PROGRAM**

**WHEREAS**, the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Program; and

**WHEREAS**, NCTPA is eligible to receive STIP funding through Caltrans of \$69,000 for FY 2013-14 PPM13-6429; and

**WHEREAS**, NCTPA will use these funds to meet the local requirements for program planning, programming, and monitoring STIP projects in Napa County; and

**WHEREAS**, Caltrans has requested the NCTPA to execute fund transfer agreement in order to receive the STIP funds; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Napa County Transportation and Planning Agency that the Executive Director is authorized to execute fund transfer agreements and any amendments thereto with Caltrans to receive FY 13/14 funds for STIP Planning, Programming and Monitoring Program; and

**BE IT FURTHER RESOLVED**, that NCTPA agrees to comply with all terms and conditions of the fund transfer agreement.

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Passed and adopted this 19<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Keith Caldwell, Chair, NCTPA

Ayes:

Noes:

ATTEST:

Absent:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel



September 18, 2013  
NCTPA Agenda Item 8.8  
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:** Lawrence E. Gawell, Program Manager - Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Agreement with the Napa Valley Wine Train

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to execute, and make minor modifications to an agreement (Attachment 1) with the Napa Valley Wine Train to allow access to Wine Train passengers to cross and to allow the Napa Valley Wine Train to construct a crosswalk across the Trancas Park and Ride Facility as part of the Napa Valley Wine Train's Union Station project.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The Napa Valley Wine Train desires to construct its Union Station Project on its right of way adjacent to the NCTPA's Trancas Park and Ride Facility. This action would allow the Executive Director to enter into an agreement in substantially the form as Attachment 1 hereto. This agreement allows Wine Train passengers to cross and allows the Wine Train to construct a crosswalk across the Park and Ride lot to the proposed Union Station entrance and further governs the use of the site by defining rights and responsibilities between the parties.

### **PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a fiscal impact? Yes. Potential added revenue.

Is it currently budgeted? No.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: Potential loss of ridership.

**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. Appropriate CEQA review related to the construction of the crosswalk or other Wine Train facilities will be undertaken by the Wine Train.

**BACKGROUND AND DISCUSSION**

The Napa Valley Wine Train is seeking NCTPA and CalTrans consent to construct a 590 foot long by 10 foot wide platform for its train adjacent to the Trancas Park and Ride property with access to the platform from the Park and Ride. The Napa Valley Wine Train has named this proposed project "Union Station." Access to the Union Station platform would be by way of a six foot wide by 105 foot long walkway constructed from the Marriott Hotel across the Park and Ride property to the Union Station entrance. The proposed agreement permits passenger access and the construction of the crosswalk and establishes rights and responsibilities between the parties for the future use of the property. Pedestrian use will not interfere with NCTPA's use of the property.

The Trancas Park and Ride site is owned by the State of California (Caltrans) and is the subject of a "Cooperative Joint Permitted Use and Maintenance Agreement" between NCTPA and Caltrans. Any changes to the property must be approved by Caltrans pursuant to the terms of the joint use agreement.

**SUPPORTING DOCUMENTS**

Attachment: (1) Proposed NCTPA Agreement

**NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)**

**AGREEMENT NO. NCTPA**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Napa Valley Wine Train whose mailing address is 1275 McKinstry St., Napa, CA 94559, hereinafter referred to as "Licensee";

**RECITALS**

**WHEREAS**, NCTPA operates a park and ride lot located at State Route 29 and Trancas Street in the City of Napa (the "Property") pursuant to a Cooperative Joint Permitted Use and Maintenance Agreement with CalTrans dated December 3, 2008; and attached hereto as Exhibit A; and

**WHEREAS**, Licensee operates a train service on its tracks adjacent to the Property and desires to construct a train boarding facility adjacent to the Property and to construct a pedestrian pathway over and across the Property to the proposed boarding facility; and

**WHEREAS**, Licensee has obtained an encroachment permit from CalTrans to construct the pedestrian pathway across the Property:

**TERMS**

**NOW, THEREFORE**, NCTPA and Licensee enter this Agreement pursuant to the following terms:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on \_\_\_\_\_, 2033 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. The terms of this agreement to the contrary notwithstanding, the terms and conditions of that certain agreement between NCTPA and Caltrans dated December 3, 2008 entitled "Cooperative Joint Permitted Use and Maintenance Agreement" which is attached hereto shall govern this agreement as a condition precedent to all rights and responsibilities between the parties.

2. **Permitted Use.** Subject to the terms and conditions of that certain Cooperative Joint Permitted Use and Maintenance Agreement between CalTrans and NCTPA as it may be modified and further subject to the terms and conditions of any encroachment permit issued by CalTrans to permit or authorize the use of the Property by Napa Valley Wine Train, Licensee is permitted to enter, construct, operate, and maintain a

pedestrian path and access point to its proposed "Union Station" pursuant to the plans attached as Exhibit "A," and for no other purpose.

3. **Consideration.** An annual payment of \$1.00 per passenger boarded at Union Station shall be paid by Licensee to NCTPA for use of the property in accordance with this Agreement. This annual payment and compliance with the terms of this Agreement are the consideration to be paid by Licensee for use of the Property by Licensee.

4. **Parking, Maintenance, Signage and Hours of Operation.**

A. The Property's primary use is that of a transit Park and Ride built for the use and convenience of public transit customers. Licensee shall not park nor permit to be parked its vehicles in the parking areas for the public transit customers, nor in the operational transit areas, nor shall licensee permit vehicles of its employees, contractors or customers to be so parked or stopped. No assemblage, meeting or event shall be held by licensee on the Property without the prior express written consent of the NCTPA.

B. Licensee shall operate its service between the hours of \_\_\_\_\_.

C. Licensee shall erect no signage on the Property without the prior express written approval of the NCTPA.

D. Licensee, at its sole expense, shall maintain its areas on and adjacent to the Pedestrian Path in a state of good repair, free and clean of all trash and debris, and shall cut the grass and maintain all landscaping.

E. Licensee shall take no action or fail to take any action that will interfere with the safe and regular transit operations at the site. Nor shall licensee take any action or fail to take any action that would result in NCTPA being in violation of its Agreement with CalTrans or with any funding authority that provided funding for the Park and Ride facility.

F. Except as stated in Exhibit "A" attached hereto, Licensee shall not construct, erect, or allow any permanent or temporary structure on the Property.

G. During construction, Licensee shall not store or permit to be stored upon Property any hazardous chemicals or materials, any construction equipment or any construction materials.

5. **Insurance.** Licensee 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. Licensee will provide workers' compensation insurance as required by law during the term of this Agreement, including

but not limited to, employer's liability and a waiver of subrogation, and shall provide NCTPA with certification of all such coverage's upon request by NCTPA's Compliance Officer.

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

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

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

(c) Certificates. All insurance coverage's referenced in 5(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 Licensee with NCTPA's Compliance Officer prior to commencement of performance of any of Licensee'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 5 (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 5 (b)(2) Licensee 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 Licensee 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 Licensee under this Agreement, and that the insurance provided is primary coverage to NCTPA with respect to any insurance or self-insurance programs maintained by NCTPA. The additional

insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCTPA's Compliance Officer, Licensee shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

6. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, Licensee shall hold harmless, defend at its own expense, and indemnify NCTPA, CalTrans, and the officers, agents, employees and volunteers of NCTPA and Caltrans, 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 Licensee or its officers, agents, employees, volunteers, invitees, patrons, guests, contractors and subcontractors entering or using the property, 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. Licensee shall require all of its contractors and subcontractors to provide identical indemnity to NCTPA and CalTrans during the performance of their work on the boarding facilities or pedestrian pathway.

7. **Termination** 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 30 days written notice to the defaulting party in the manner set forth in Paragraph 9 (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. This Agreement is further subject to termination in the event that Caltrans shall in any way terminate its encroachment permit to NCTPA as it may be amended or terminate that certain "Cooperative Joint Permitted Use and Maintenance Agreement" with NCTPA that is attached hereto as Exhibit "A". Should Napa Valley Wine Train cease operations at the property for a period of ninety day consecutive days, or otherwise fail to conduct business or abandon the property, then this agreement shall terminate upon the giving of notice by the NCTPA.

8. **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.

9. **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. 94559-3420

NAPA VALLEY WINE TRAIN  
Anthony J. Giaccio  
CEO  
1275 McKinstry Street  
Napa, CA 94559

10. **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 LICENSEE 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.

11. **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. In the event of conflict in the Contract documents or in the interpretation of documents, the parties agree that the interpretation which benefits NCTPA will prevail.

(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.

12. **Compliance with Laws.** Licensee shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, and as amended from time to time.

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

14. **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.

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

16. **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.

17. **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.

18. **No Assignment.** The rights, duties and obligations of this agreement are NOT assignable without the express written consent of the NCTPA.

19. **Future Use.** Licensee recognizes and acknowledges that the NCTPA has proposed the Property for a possible future CNG fueling facility for its CNG vehicles. Licensee consents to this potential future use of the property and agrees to take no action in opposition to any such facility. NCTPA agrees to consult and coordinate with Licensee prior to any approval being sought for this facility. NCTPA agrees to work with Licensee during the planning of any future use in order to maintain the current pedestrian path or relocate and install an accommodating replacement pedestrian path.

20. **Access to Records/Retention.** NCTPA, any federal or state funding agency, 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 Napa Valley Wine Train which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

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

"NCTPA"

"LICENSEE"  
NAPA VALLEY WINE TRAIN, INC.

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

By \_\_\_\_\_  
Anthony J. Giaccio, CEO

ATTEST:

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

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

Approved as to Form:

By \_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel



September 18, 2013  
NCTPA Agenda Item 8.9  
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:** Lawrence E. Gawell, Program Manager – Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Approval of NCTPA Agreement No. 13-12 Soscol Gateway Transit Center Hub Signage Project

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to execute NCTPA Agreement No. 13-12 (Attachment 1) for work to be performed for the Hub Signage Project, IFB 2013-01 with ERBCO Construction Services Inc. of San Francisco, CA in an amount not to exceed \$185,000.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The Hub Signage Program is a part of the Metropolitan Transportation Commission (MTC) Transit Connectivity Plan (TCP) that implements wayfinding signage, in-transit information displays, and real-time transit information displays at 24 regional hubs across the Bay Area. The goal of the program is to create a more customer-oriented transit system that supports the needs of patrons, especially those using more than one transit provider. MTC has agreed to provide \$263,000 in funding for wayfinding and real time signage at the Soscol Gateway Transit Center. Two proposals were received from qualified firms and after negotiation and evaluation by Staff, the proposal of ERBCO Construction Services Inc. was selected for recommendation as the lowest bidder and best value to the Agency.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a fiscal impact? Yes.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: Wayfinding and digital signage at the Soscol Gateway Transit Center would be delayed or eliminated.

### **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 Hub Signage Program is a program for wayfinding and real time signage at the Soscol Gateway Transit Center funded by MTC. This project was originally put out for bid as IFB 2013-01 on May 1, 2013 pursuant to the provisions of California Public Contracting Code PCC22032 and the California Uniform Public Construction Cost Accounting Act (CUPCCAA) rules. Notice of IFB 2013-01 was advertised twice in a newspaper of general circulation, placed on the NCTPA website, placed on the four electronic bid board sites required by the CUPCCAA, noticed to all contractors registered under CUPCCAA with Napa County and with NCTPA, and separately noticed to individual contractors who had expressed interest in the project. No bids were received in response to IFB 2013-01. NCTPA staff then sought out proposals from qualified firms. Proposals were received from two qualified firms and after negotiation and evaluation by staff, the proposal of ERBCO Construction Services Inc. was selected for recommendation as the lowest bidder and best value to the Agency.

### **SUPPORTING DOCUMENTS**

Attachment: (1) NCTPA Agreement No. 13-12 (provided separately in Board Member packets only. Document can be reviewed at the NCTPA office, 625 Burnell Street, Napa CA or on the NCTPA website at <http://www.nctpa.net/agendas-minutes/12>)



September 18, 2013  
NCTPA Agenda Item 9.1  
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:** Legislative Update and State Bill Matrix

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board receive the monthly Federal and State Legislative Update and approve staff recommendations on pending state bills.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The Board will receive a Federal legislative update and State legislative update (Attachment 1) from Platinum Associates and consider taking action on various state bills on Attachment 2 that could affect NCTPA.

### **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*

Transportation Housing and Urban Development (“THUD”) Budget Bill Congress returned from its one month summer recess on September 9<sup>th</sup>. The primary focus is on the appropriations bills for the upcoming federal fiscal year that begins on October 1<sup>st</sup>. The House has passed four appropriations bills and the Senate has not passed any. House Appropriations Committee Chairman Hal Rogers released a statement indicating that the THUD bill would need to be cut by \$4.4 billion below the current funding level - a level that is consistent with 2006 appropriations – in order to abide by the sequestration budget levels. Based on the activity to date, it’s likely that we will see a continuing resolution.

### TIGER Grants

Secretary of Transportation, Anthony Foxx, announced the TIGER awards on September 5th. There was a total of \$123.4 million awarded to 25 projects. NCTPA in partnership with the Vine Trail submitted a funding request for \$5.2 million to complete construction of the Solano alignment as well as for transit improvements and bike/pedestrian connections in Yountville. Unfortunately the project was not selected for funding. Of the project funded, only two trail projects were funded and only two projects, totaling \$15.5 million, were funded in California. Both were rail projects.

## **SUPPORTING DOCUMENTS**

Attachments: (1) September 9, 2013 State Legislative Update  
(2) State Bill Matrix



September 9, 2013

TO: Kate Miller, Executive Director  
Napa County Transportation Planning Agency

FR: Steve Wallauch  
Platinum Advisors

**RE: Legislative Update**

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**End of the Line:** The Legislature plans to adjourn on Thursday, September 12. They might also meet on September 13<sup>th</sup> if more time is needed, but the plan for now is to adjourn before Yom Kippur.

Friday was the last official day to amend bills (rules can always be waived), so we will be combing over these last minute amendments to see if there are any surprises. These late session gut and amends include SB 743 (Steinberg) which was amended to include CEQA protections for the sports arena in Sacramento, as well as making changes to address provisions of AB 900 that were found to be unconstitutional by the Alameda Superior Courts. AB 900 enacted a statewide process for expedited judicial review of CEQA cases for some projects. Other gut and amends include AB 604 regarding cannabis regulation, AB 1024 regarding immigrant attorneys, and SB 359 which would loan \$30 million from the Smog Check Program to the Clean Vehicle Rebate Program and Zero Emission Truck & Bus Voucher Incentive Program.

**Transit Grants will Flow:** Governor Brown announced that the state and US Department of Labor have reached an agreement on a path forward to resolve whether California's recently enacted Public Employees' Pension Reform Act (PEPRA) conflicts with federal law. USDOL has notified several transit operators in California that it is refusing to certify transit grants due to objections raised by labor groups that PEPRA infringes on federal law that protects the collective bargaining rights of transit employees.

In short, the agreement will temporarily exempt transit employees from PEPRA while the dispute is settled in federal courts. Sacramento Regional Transit, whose grant has been officially decertified, will be filing a lawsuit challenging the USDOL's determination.

AB 1222 (Bloom & Dickinson) was gutted and amended to exempt public employees whose collective bargaining rights are protected under federal law from PERPA. The exemption would remain in place until a federal court determines that USDOL interpretation is wrong or until January 1, 2015, whichever is sooner. If the courts side with USDOL then the language would permanently exempt the transit employees. In addition, in the event a transit grant is decertified then the bill establishes a process for the transit property to secure a no or low interest loan from the state to keep the project on schedule while the transit property reapplies for the federal grant.

AB 1222 flew through the Senate last week. It was heard by the policy and fiscal committees, and the Senate Floor in a matter of hours. Sacramento can move quickly when the stars align and billions are at stake. We expect action in the Assembly will be equally swift, and the Governor is expected to sign this bill before the end of the week.

**Constitutional Amendments:** The Senate Committee on Transportation & Housing approved and moved to the Senate Rules Committee SCA 4 (Liu) and SCA 8 (Corbett). These measures along with SCA 11 (Hancock) will be held in the Rules Committee until a path forward is sorted out sometime next year. SCA 4 and SCA 8 would reduce the voter threshold to enact local transportation sales tax measures to 55%.

While both of these measures started out identical, Senator Liu agreed to amend SCA 4 to reflect comments in the Committee's analysis. Senator Corbett declined to take the amendments, but she committed to working with the Committee while SCA 8 is in Rules. The analysis argues that state policy over the years has devolved the decision making process for transportation priorities to the local and regional level. In addition, the increased reliance on self-help funding for transportation further diminishes the state's role. Lowering the voter threshold to 55% presents an opportunity for the state to influence the shape of local expenditure plans.

In keeping with the State's priority of reducing greenhouse gas emissions, the analysis suggests that the Committee may want to add a requirement that a percentage of the sales tax proceeds raised under a 55% measure be dedicated to projects that reduce transportation related GHG emissions. The analysis does not specify a percentage, but SCA 4 was amended to require 50% of the sales tax revenue be dedicated for this purpose.

In addition, given that most local expenditure plans invest in projects that improve the state highway system, the analysis asserts that the state is then required to fund all future maintenance costs of those improvements. Lowering the voter threshold might exacerbate this situation. The analysis suggest that these measures be amended to require a portion of the proceeds spent on state highway projects be set aside – placed in the SHOPP – to offset future maintenance costs. SCA 4 was amended to include this required set aside, but SCA 4 does not specify how much must be dedicated for future maintenance costs.

**Active Transportation Program:** The Governor's January budget proposed creating the Active Transportation Program (ATP). The ATP proposal would consolidate the funds from the Bicycle Transportation Account, Safe Routes to School, the Environmental Enhancement & Mitigation Account, as well as federal Transportation Alternative Program funds and federal Recreational Trails Program funds. Due to concerns expressed by various advocacy groups, the budget did not contain this proposal. However, the budget included language freezing the appropriation of the programs listed above until an agreement is reached and legislation enacted creating a new active transportation program.

Over the summer recess several meetings were held and an agreement was reached. The statutory changes needed to create the ATP have been amended into SB 99 and AB 105 – these are identical bills. The budget appropriation changes have been amended into SB 95 and AB 101, also identical bills. The structure of the

ATP includes the following:

- The ATP consolidates \$139 million in funds from the Bicycle Transportation Account, Safe Routes to School, the federal Transportation Alternative Program funds and a portion of the Environmental Enhancement & Mitigation Account and Recreational Trails Program funds.
- The ATP would distribute the funds with 40% to metropolitan planning organizations with a population over 200,000, 10% to small urban and rural regions that would be awarded by the CTC, and 50% competitively awarded by the CTC on a statewide basis.

- The CTC is directed to develop and adopt guidelines for project selection in consultation with the ATP working group. The legislation also outlines eligibility criteria to be included in the guidelines such as funding can be used for new or improvements to existing bikeways, elimination of hazards, and educational or other non-infrastructure projects that increase active transportation.
- 25% of ATP overall funds must benefit disadvantaged communities.
- The Environmental Enhancement & Mitigation Programs shall continue to receive \$7 million annually from the ATP, and continue to be a stand-alone program administered by the Resources Agency.
- Safe Routes to Schools program is guaranteed \$24 million per year from the state's 50% share of the ATP for the next three years. Of this amount \$7.2 million is available for non-infrastructure programs, such as technical assistance from the state.
- The Department of Parks & Recreation will continue to receive \$3.4 million annually from federal funds for the recreational trails program.

**Public Contracts: SB 556 (Corbett)** remains on the Assembly Floor. NCTPA currently opposes this bill unless amended to exempt transit contracts. The bill has been substantially amended to remove transit contracts from the bill. It now specifies that the "labeling" requirements apply only to private entities with a contract to provide public health or safety services for a public agency. *With this change the Board should consider removing its opposition on SB 556.*

Previously, SB 556 would prohibit a nongovernmental person or entity contracting with a public agency from displaying a seal or emblem of that public agency on a uniform or vehicle unless a disclosure statement is also conspicuously displayed identifying the uniform wearer or vehicle operator as not a government employee. As amended, SB 556 would apply these requirements only to public health or safety contractors.

**Nonprofit Participation: SB 594 (Hill)** was a recent gut and amend bill that originally proposed to significantly curtail the ability of non-profits, such as CSAC, the League of Cities, and Self-Help Counties Coalition, that receive public funds from participating in any type of campaign activity. Opponents, led by CSAC, successfully reached an agreement on amendments that remove all opposition to this bill. As amended the bill contains the following provisions:

- Redefines "public funds" that cannot be used for ballot campaign advocacy, to include funds received by a nonprofit organization that come from conduit bond financing activities, whether or not those funds are received by the nonprofit in exchange for consideration for goods or services.
- School entities are no longer subject to the provisions of the bill.
- Nonprofit organizations that receive 20 percent or more of their annual operating budgets from public resources and that participate in campaign activities, must file reports detailing sources of fund for such campaign activities with the Franchise Tax Board.
- FTB may conduct discretionary audits. Mandatory audits occur after an annual expenditure in excess of \$500,000. Violations are subject to civil fines of \$10,000/violation



September 9, 2013

Bills	Subject	Status	NCTPA RECOMMENDED POSITION
<p><b>AB 1222</b>  <b>(Bloom D)</b>            Public employees' retirement: collective bargaining: transit workers: transportation.</p>	<p>AB 1222 creates a one year exemption from PEPR (January 1 2015) for transit employees covered under the federal law. If the court determines PEPR is in compliance with the Section 13(c) of the Federal Transit Act then the 1 year exemption will sunset. If the court says PEPR is not in compliance then the exemption will be permanent. The one year exemption should allow other transit districts to receive federal funds while the litigation is proceeding.</p>	<p>ASSEMBLY CONCURRENCE</p>	<p>Staff Recommended Position: WATCH</p>
<p><b>SB 556</b>  <b>(Corbett D)</b>            Agency: ostensible: nongovernmental entities.</p>	<p>Previously SB 556 would prohibit nongovernmental person or entity contracting with a public agency from displaying a seal or emblem of that public agency on a uniform or vehicle unless a disclosure statement is also conspicuously displayed identifying the uniform wearer or vehicle operator as not a government employee.</p> <p>SB 566 was amended on September 4th to limit the application of the disclosure requirements to contracts dealing with public health or safety services. The bill no longer applies to any transit service contracts.</p>	<p>Assembly Floor – Third Reading File</p>	<p>Existing Position: Oppose Unless Amended</p> <p>Staff Recommended Position: WATCH</p>

Bills	Subject	Status	NCTPA RECOMMENDED POSITION
<p><b>SCA 4 (Liu D)</b> Local government transportation projects: special taxes: voter approval.</p>	<p>SCA 4 was approved by the Senate Committee on Transportation &amp; Housing, and has been referred to the Senate Committee on Rules where it will be held until, likely next year, when the Senate determines which direction it will take the voter threshold proposals.</p> <p><i>Senator Liu accepted as author's amendments two suggested amendments listed in the Senate Transportation Committee analysis for SCA 4 and SCA 8. This first change would require a percentage of the sales tax revenue be used for projects the reduce GHG emissions from transportation sources. The second change would require a portion of the funds used on state highway project be given to the state for future maintenance needs. Senator Corbett did not accept these amendments, but committed to continue discussions about these proposed changes.</i></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>	<p>SENATE RULES</p>	<p>Existing Position: SUPPORT</p> <p>Staff Recommended Position: SUPPORT SEEK AMENDMENT</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<b>AB 431</b> <b>(Mullin D)</b> Regional transportation plan: sustainable communities	<p>Although AB 431 was approved by the Assembly Local Government Committee, the author has agreed to make this a two-year bill due to concerns expressed by Self Help Counties and others.</p> <p>This bill is sponsored by the Nonprofit Housing Association of Northern California. This bill would authorize a transportation planning agency to place a sales tax measure covering a portion of its planning area. The expenditure plan must allocate 25% of the funds to each of the following: transportation, housing and parks &amp; recreation.</p>	ASSEMBLY TRANSP – Two Year Bill	WATCH
<b>AB 513</b> <b>(Frazier D)</b> Tire recycling program: rubberized asphalt.	AB 513 establishes the Rubberized Asphalt Concrete (RAC) Market Development Act, which expands and codifies CalRecycle’s existing RAC grant program. This bill would provide state and local entities increased funding for paving projects that use waste tires. AB 513 directs CalRecycle to allocate \$10 million annually for these grants.	SENATE THIRD READING	SUPPORT

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>AB 574</b> <b>(Lowenthal D)</b> California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: sustainable communities strategies.</p>	<p>AB 574 was held on the Assembly Appropriations Committee's Suspense File. This essentially means this bill is dead. However, efforts are being pursued to incorporate AB 574 or a similar proposal into the budget process. The other measures, AB 416 and AB 1051, which also created grant programs for cap &amp; trade revenues were also held on the Suspense File.</p> <p>AB 574 establishes a regional competitive grant programs for projects that combine transportation investments with local land use changes. It is designed to implement regional GHG reducing plans in the most cost effective way while encouraging innovation, collaboration, and flexibility to address local needs and achieve the greatest GHG emission reductions.</p> <p>Eligible investments under the program include:</p> <ul style="list-style-type: none"> <li>• Funding for transit operations, maintenance, and infrastructure;</li> <li>• Clean transportation fueling infrastructure;</li> <li>• Transportation demand management;</li> <li>• Road and bridge maintenance and retrofits for complete streets, bike and pedestrian enhancements;</li> <li>• Safe routes to schools;</li> <li>• Regional and interregional rail modernization;</li> <li>• Community infrastructure to support transit oriented developments, affordable housing, infill, and walkable communities, and</li> <li>• Other uses that reduce GHG emissions.</li> </ul>	<p>ASSEMBLY APPR – Held of Suspense  Two Year Bill</p>	<p>SUPPORT</p>

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>Assemblyman Frazier has made AB 935 a two-year bill. 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>	<p>SENATE T &amp; H – Two Year Bill</p>	<p>WATCH</p>
<p><b>AB 1002</b> <b>(Bloom D)</b> Vehicles: registration fee: sustainable communities strategies.</p>	<p>AB 1002 remains in the Assembly Local Government Committee. Because this bill is a “tax” measure, it is exempt from the hearing deadlines and technically can be heard at any time. However, passage of this bill does require a 2/3 vote on the Floor, and movement is unlikely.</p> <p>This bill includes a proposal to impose a \$6 tax to the registration of each vehicle. The revenue would be deposited into the Sustainable Communities Subaccount, which the bill creates, and the proceeds would be distributed as follows:</p> <ul style="list-style-type: none"> <li>• 50% appropriated to cities and counties on a per capita basis for planning and implementation of sustainable communities strategies.</li> <li>• 40% appropriated to transportation commissions and transit operators to support transit operations and expand reduced fare programs. The bill does not specify how the funds would be allocated.</li> <li>• 10% appropriated to MPOs and RTPAs to be used for competitive grants for implementing sustainable communities strategy programs.</li> </ul>	<p>ASSEMBLY LOC GOV</p>	<p>WATCH</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>AB 1290</b> <b>(John A. Pérez D)</b> Transportation planning.</p>	<p>AB 1290 would make significant changes to the oversight responsibilities of the California Transportation Commission.</p> <p>The bill also expands the number of Commissioners from 13 to 15 members. Appointments made by the Senate and Assembly would increase from one to two each. However, one of the appointees made by the Senate and one by the Assembly would be a voting member. The other would be a nonvoting ex-officio member. The bill would also specify that the Chairperson of CARB would be an ex-officio member of the CTC.</p> <p>The bill also directs the CTC to monitor outcomes from land development and transportation investments pursuant to the sustainable communities strategies (SCS). The bill also requires RTPA's that prepare a SCS to report to the CTC on the progress in implementing the SCS, and the CTC must include an assessment of the SCS reports in the CTC's annual report.</p>	<p>SENATE THIRD READING</p>	<p>WATCH</p>
<p><b>AB 1371</b> <b>(Bradford D)</b> Vehicles: bicycles: passing distance</p>	<p>AB 1371 would enact the "Three Feet for Safety Act." The purpose of this bill is to enable motorists to pass bicyclist at a safe distance of at least 3 feet. This proposal is similar to SB 910 (Lowenthal), which was vetoed by the Governor.</p> <p>AB 1371 authorizes drivers on two-lane highways to drive to the left of double solid yellow or other similar pavement markings to pass a bicyclist proceeding in the same direction if:</p> <ul style="list-style-type: none"> <li>• The left side of the road is clearly visible and free of oncoming traffic for a sufficient distance to permit the passing without interfering with the safe operation of vehicles approaching from the opposite direction, and,</li> <li>• The driver operates to the left of the pavement markings only as long as reasonable necessary to complete the passing maneuver.</li> </ul>	<p>Governor's Desk</p>	<p>SUPPORT</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<b>SB 1</b> <b>(Steinberg D)</b> Sustainable Communities Investment Authority.	<p>SB 1 as approved by the Senate with a vote of 27-11. The bill is now awaiting referral to a policy committee on the Assembly.</p> <p>This bill 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>	Assembly Floor – Third Reading File	WATCH
<b>SB 469</b> <b>(Corbett D)</b> Public contracts: local agencies: public transit vehicles.	<p>SB 469 would require a local entity when awarding a contract to procure public transit buses to give a 10% preference to any bidder that agrees to manufacture the vehicles in California.</p>	SENATE T. & H – Two-Year Bill	WATCH
<b>SB 613</b> <b>(DeSaulnier D)</b> Bay Area Toll Authority	<p>SB 613 was approved by the Senate with a 35-0 vote, and unanimously approved by the Assembly Transportation Committee. The bill is now awaiting action on the Assembly Floor.</p> <p>This bill would generally prohibit the use of Bay Area Toll Authority (BATA) revenues from being used to invest in real estate. In addition, the bill would limit direct contributions from BATA to MTC to 1% of gross annual toll bridge revenues. The bill would allow additional contributions from BATA to MTC in the form of a loan to be repaid with interest. The total amount of loans could not exceed 1% of gross annual bridge toll revenue.</p>	Governor’s Desk	WATCH
<b>SB 791</b> <b>(Wyland R)</b> Motor vehicle fuel tax: rate adjustment	<p>SB 791 remains in the Senate Committee on Transportation &amp; Housing. The author pulled the bill from the April 30<sup>th</sup> agenda.</p> <p>SB 791 would eliminate the requirement for the BOE to adjust the “fuel swap” excise tax on annual basis, and instead require any calculated increase to be approved by a 2/3 vote of the legislature.</p> <p>SB 791 would strip this responsibility from the BOE, and require the Department of Finance to perform this calculation. If the calculation shows that the swap excise tax should be reduced then that adjustment if automatically made. If, however, the calculation results in an increase in the swap excise tax rate, the DOF must report that outcome to the Joint Legislative Budget Committee by March 1 each year. The proposed increase must be approved by a 2/3 vote of each house in order to take effect.</p>	SENATE T & H – Two Year Bill	OPPOSE

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>SB 792</b> <b>(DeSaulnier D)</b> Regional entities: Bay Area.</p>	<p>SB 792 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>	<p>SENATE APPR. – Held of Suspende  Two Year Bill</p>	<p>WATCH</p>
<p><b>SCA 4</b> <b>(Liu D)</b> Local government transportation projects: special taxes: voter approval.</p>	<p>SCA 4 was approved by the Senate Committee on Transportation &amp; Housing, and has been referred to the Senate Committee on Rules where it will be held until, likely next year, when the Senate determines which direction it will take the voter threshold proposals.</p> <p><i>Senator Liu accepted as author's amendments two suggested amendments listed in the Senate Transportation Committee analysis for SCA 4 and SCA 8. This first change would require a percentage of the sales tax revenue be used for projects the reduce GHG emissions from transportation sources. The second change would require a portion of the funds used on state highway project be given to the state for future maintenance needs. Senator Corbett did not accept these amendments, but committed to continue discussions about these proposed changes.</i></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>	<p>SENATE RULES</p>	<p>SUPPORT</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p><b>SCA 8</b> <b>(Corbett D)</b> Local government transportation projects: special taxes: voter approval.</p>	<p>SCA 8 was approved by the Senate Committee on Transportation &amp; Housing, and has been referred to the Senate Committee on Rules where it will be held until, likely next year, when the Senate determines which direction it will take the voter threshold proposals.</p> <p><i>The Senate Transportation Committee analysis for SCA 4 and SCA 8 propose two amendments. While Senator Liu agreed to amend SCA 4 to include these changes, Senator Corbett declined to make these changes SCA 8.</i></p> <p><i>This first suggested change would require a percentage of the sales tax revenue be used for projects the reduce GHG emissions from transportation sources. The second change would require a portion of the funds used on state highway project be given to the state for future maintenance needs. In addition, at the hearing housing advocates requested an amendment allowing the use of these sales tax funds for low income infill housing.</i></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 RULES	SUPPORT
<p><b>SCA 11</b> <b>(Hancock D)</b> Local government: special taxes: voter approval.</p>	<p>SCA 11 was approved by the Senate Committee on Elections &amp; Constitutional Amendments. The measure was moved to the Senate Committee on Rules where it will be held until, likely next year, when the Senate determines which direction it will take the voter threshold proposals.</p> <p>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. Since it applies to any special tax, this measure was not sent to Senate Transportation &amp; Housing.</p> <p>Similar to SCA 4 and SCA 8, 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 RULES	SUPPORT

AMENDED IN SENATE JUNE 19, 2013  
AMENDED IN ASSEMBLY APRIL 24, 2013  
CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

**ASSEMBLY BILL**

**No. 179**

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**Introduced by Assembly Members Bocanegra and Levine**

January 24, 2013

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An act to amend Section 31490 of, to amend the heading of Chapter 8 (commencing with Section 31490) of Division 17 of, and to amend the heading of Division 17 (commencing with Section 30000) of, the Streets and Highways Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

AB 179, as amended, Bocanegra. Public transit: electronic transit fare collection systems: disclosure of personal information.

Existing law prohibits a transportation agency from selling or providing personally identifiable information, *as defined*, of a person obtained through the person's participation in an electronic toll collection system or use of a toll facility that uses an electronic toll collection system. Existing law, with certain exceptions, requires a transportation agency to discard personally identifiable information within 4½ years, as specified. Existing law provides various remedies in that regard.

This bill would make these and other related provisions applicable to a transportation agency that employs an electronic transit fare collection system for payment of transit fares *with respect to personally identifiable information of a person who subscribes to an electronic fare collection system*.

*Existing law exempts from the prohibition on selling or providing certain personally identifiable information the use of that information by a transportation agency to communicate with a person participating in an electronic toll collection system about certain products and services through a contracted third-party vendor, subject to the person's written consent to receive that information.*

*This bill would allow the consent to be written or oral, and would authorize direct communication about those products and services, or providing that information to a contracted third-party vendor for communication about those products and services, to a person participating in an electronic toll collector system or an electronic transit fare collection system.*

*This bill would exempt photographic or video footage from the definition of personally identifiable information, unless that information is used for purposes of assessing a toll or fare.*

By imposing new duties on local transportation agencies, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. The heading of Division 17 (commencing with  
2 Section 30000) of the Streets and Highways Code is amended to  
3 read:

4  
5 DIVISION 17. TOLL FACILITIES AND RELATED  
6 MATTERS

7  
8 SEC. 2. The heading of Chapter 8 (commencing with Section  
9 31490) of Division 17 of the Streets and Highways Code is  
10 amended to read:

11  
12 CHAPTER 8. ELECTRONIC TOLL COLLECTION AND ELECTRONIC  
13 TRANSIT FARE COLLECTION SYSTEMS

1 SEC. 3. Section 31490 of the Streets and Highways Code is  
2 amended to read:

3 31490. (a) Except as otherwise provided in this section, a  
4 transportation agency may not sell or otherwise provide to any  
5 other person or entity personally identifiable information of any  
6 person who subscribes to an electronic toll or electronic transit  
7 fare collection system or who uses a toll bridge, toll lane, or toll  
8 highway that employs an electronic toll collection system ~~or who~~  
9 ~~uses a public transportation system that employs an electronic~~  
10 ~~transit fare collection system.~~

11 (b) A transportation agency that employs an electronic toll  
12 collection or an electronic transit fare collection system shall  
13 establish a privacy policy regarding the collection and use of  
14 personally identifiable information and provide to subscribers of  
15 that system a copy of the privacy policy in a manner that is  
16 conspicuous and meaningful, such as by providing a copy to the  
17 subscriber with the transponder, electronic transit pass, or other  
18 device used as an electronic toll or transit fare collection  
19 mechanism, or, if the system does not use a mechanism, with the  
20 application materials. A transportation agency shall conspicuously  
21 post its privacy policy on its Internet Web site. For purposes of  
22 this subdivision, “conspicuously post” has the same meaning as  
23 that term is defined in paragraphs (1) to (4), inclusive, of  
24 subdivision (b) of Section 22577 of the Business and Professions  
25 Code. The policy shall include, but need not be limited to, a  
26 description of the following:

27 (1) The types of personally identifiable information that is  
28 collected by the agency.

29 (2) The categories of third-party persons or entities with whom  
30 the agency may share personally identifiable information.

31 (3) The process by which a transportation agency notifies  
32 subscribers of material changes to its privacy policy.

33 (4) The effective date of the privacy policy.

34 (5) The process by which a subscriber may review and request  
35 changes to any of his or her personally identifiable information.

36 (c) A transportation agency may, within practical business and  
37 cost constraints, store only personally identifiable information of  
38 a person such as, to the extent applicable, the account name, credit  
39 card number, billing address, vehicle information, and other basic  
40 account information required to perform account functions such

1 as billing, account settlement, or enforcement activities. All other  
2 information shall be discarded no more than four years and six  
3 months after the billing cycle has concluded, the bill has been paid,  
4 and all toll *or fare* violations, if applicable, have been resolved.

5 (d) A transportation agency shall make every effort, within  
6 practical business and cost constraints, to purge the personal  
7 account information of an account that is closed or terminated. In  
8 no case shall a transportation agency maintain personal information  
9 more than four years and six months after the date an account is  
10 closed or terminated.

11 (e) (1) A transportation agency may make personally  
12 identifiable information of a person available to a law enforcement  
13 agency only pursuant to a search warrant. Absent a provision in  
14 the search warrant to the contrary, the law enforcement agency  
15 shall immediately, but in any event within no more than five days,  
16 notify the person that his or her records have been obtained and  
17 shall provide the person with a copy of the search warrant and the  
18 identity of the law enforcement agency or peace officer to whom  
19 the records were provided.

20 (2) This section does not prohibit a peace officer, as defined in  
21 Section 830.1 or 830.2 of the Penal Code, when conducting a  
22 criminal or traffic collision investigation, from obtaining personally  
23 identifiable information of a person if the officer has good cause  
24 to believe that a delay in obtaining this information by seeking a  
25 search warrant would cause an adverse result, as defined in  
26 paragraph (2) of subdivision (a) of Section 1524.2 of the Penal  
27 Code.

28 (f) This section does not prohibit a transportation agency in  
29 subdivision (a) from providing aggregated traveler information  
30 derived from collective data that relates to a group or category of  
31 persons from which personally identifiable information has been  
32 removed.

33 (g) This section does not prohibit a transportation agency, with  
34 respect to an electronic toll collection system, from providing the  
35 license plate number of an intermodal chassis to the owner of the  
36 chassis for purposes of locating the driver of the chassis in the  
37 event the driver fails to pay a toll.

38 (h) This section, with respect to an electronic toll collection  
39 system, does not prohibit a transportation agency from sharing  
40 data with another transportation agency solely to comply with

1 interoperability specifications and standards adopted pursuant to  
2 Section 27565 regarding electronic toll collection devices and  
3 technologies. A third-party vendor may not use personally  
4 identifiable information obtained under this subdivision for a  
5 purpose other than described in this subdivision.

6 (i) Subdivision (d) shall not prohibit a transportation agency,  
7 or its designee, from performing financial and accounting functions  
8 such as billing, account settlement, enforcement, or other financial  
9 activities required to operate and manage the toll facilities or transit  
10 operations. This section, with respect to electronic transit fare  
11 collection systems, does not prohibit the sharing of data between  
12 transportation agencies for the sole purpose of interoperability  
13 between those agencies. A third-party vendor may not use  
14 personally identifiable information obtained under this subdivision  
15 for a purpose other than as described in this subdivision.

16 (j) This section does not prohibit a transportation agency from  
17 communicating, *either directly or through a contracted third-party*  
18 *vendor, to subscribers of an electronic toll collection system or*  
19 *an electronic transit fare collection system* about products and  
20 services offered by ~~itself, the agency, a business partner, or the~~  
21 ~~agency with which it contracts to subscribers of the transportation~~  
22 ~~agency through a contracted third-party vendor~~ *entity with which*  
23 *it contracts for the system*, using personally identifiable information  
24 limited to the subscriber's name, address, and electronic mail  
25 address, provided that the transportation agency has received the  
26 subscriber's express written *or oral* consent to receive the  
27 communications.

28 (k) A transportation agency may not use a nonsubscriber's  
29 personally identifiable information obtained using an electronic  
30 toll collection or electronic transit fare collection system to market  
31 products or services to that nonsubscriber. This subdivision shall  
32 not apply to toll-related products or services contained in a notice  
33 of toll evasion issued pursuant to Section 23302 of the Vehicle  
34 Code.

35 (l) For purposes of this section, "transportation agency" means  
36 the Department of Transportation, the Bay Area Toll Authority,  
37 any entity operating a toll bridge, toll lane, or toll highway within  
38 the state, ~~any transportation agency~~ *entity* administering an  
39 electronic transit fare collection system and any transit operator

1 participating in that system, or any entity under contract with any  
2 of the above entities.

3 (m) For purposes of this section, “electronic toll collection  
4 system” is a system where a transponder, camera-based vehicle  
5 identification system, or other electronic medium is used to deduct  
6 payment of a toll from a subscriber’s account or to establish an  
7 obligation to pay a toll, and “electronic transit fare collection  
8 system” means a system for issuing an electronic transit pass that  
9 enables a transit passenger subscriber to use the transit systems of  
10 one or more participating transit operators without having to pay  
11 individual fares, where fares are instead deducted from the  
12 subscriber’s account as loaded onto the electronic transit pass.

13 (n) For purposes of this section, “person” means any person  
14 who subscribes to an electronic toll collection or electronic transit  
15 fare collection system or any person who uses a toll bridge, toll  
16 lane, or toll road that employs an electronic toll collection system  
17 ~~or who uses a public transportation system that participates in an~~  
18 ~~electronic transit fare collection system.~~

19 (o) For purposes of this section, “personally identifiable  
20 information” means any information that identifies or describes a  
21 person including, but not limited to, travel pattern data, address,  
22 telephone number, email address, license plate number, photograph,  
23 bank account information, or credit card number. *For purposes of*  
24 *this section, “personally identifiable information” does not include*  
25 *photographic or video footage unless that information is used for*  
26 *purposes of assessing a toll or fare.*

27 (p) (1) In addition to any other remedies provided by law, a  
28 person whose personally identifiable information has been  
29 knowingly sold or otherwise provided in violation of this section  
30 may bring an action to recover either actual damages or two  
31 thousand five hundred dollars (\$2,500) for each individual  
32 violation, whichever is greater, and may also recover reasonable  
33 costs and attorney’s fees.

34 (2) A person whose personally identifiable information has been  
35 knowingly sold or otherwise provided three or more times in  
36 violation of this section may bring an action to recover either actual  
37 damages or four thousand dollars (\$4,000) for each individual  
38 violation, whichever is greater, and may also recover reasonable  
39 costs and attorney’s fees.

1 (q) Nothing in subdivisions (c) and (d) shall preclude compliance  
2 with a court order or settlement agreement that has been approved  
3 on or before April 25, 2010.

4 (r) A transportation agency that employs an electronic toll  
5 collection or electronic transit fare collection system may impose  
6 an administrative fee on persons who use those systems in an  
7 amount sufficient to cover the cost of implementing this section.

8 SEC. 4. No reimbursement is required by this act pursuant to  
9 Section 6 of Article XIII B of the California Constitution because  
10 a local agency or school district has the authority to levy service  
11 charges, fees, or assessments sufficient to pay for the program or  
12 level of service mandated by this act, within the meaning of Section  
13 17556 of the Government Code.

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SubstantiveAMENDMENTS TO ASSEMBLY BILL NO. 179  
AS AMENDED IN SENATE JUNE 19, 2013

## Amendment 1

On page 3, in line 8, strike out "system", strike out line 10 and insert:  
system.

## Amendment 2

On page 4, in line 22, after the comma insert:  
or an investigation concerning imminent danger to the life or physical safety of an individual, including, but not limited to, Amber Alerts, Silver Alerts, or other missing persons investigations,

## Amendment 3

On page 4, in line 25, after "in" insert:  
subparagraphs (A) to (E), inclusive, of

## Amendment 4

On page 4, strike out line 27 and insert:  
Code, if an application for an order approving the obtaining of personally identifiable information of a person is made in accordance with this section within 48 hours after the effort to obtain the information is initiated. In the absence of an order, the effort to obtain personally identifiable information of a person by a peace officer shall terminate when the information sought is obtained or when the application for the order is denied, whichever is earlier. If an order is denied, any information obtained before denial of the order shall be discarded.

## Amendment 5

On page 5, in line 9, after "the" insert:  
electronic

## Amendment 6

On page 5, in line 9, strike out "facilities" and insert:  
collection system



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On page 5, in line 10, strike out "operations" and insert:

fare collection systems

**Amendment 8**

On page 5, in line 26, strike out "or oral"

**Amendment 9**

On page 5, between lines 34 and 35, insert:

(D) (1) Except as otherwise provided in this section, a transportation agency shall disclose personally identifiable information of a person only upon an order signed by a judicial officer requiring that disclosure.

(2) A judicial officer shall only order a transportation agency to disclose personally identifiable information of a person if the following conditions are satisfied:

(A) The judicial officer issuing the order finds that the person or entity seeking disclosure has good cause for obtaining the personally identifiable information.

(B) The order clearly describes the specific personally identifiable information to be disclosed, and is narrowly tailored to prevent the disclosure of personally identifiable information not subject to the order.

**Amendment 10**

On page 5, in line 35, strike out "(D)" and insert:

(m)

**Amendment 11**

On page 6, in line 3, strike out "(m)" and insert:

(n)

**Amendment 12**

On page 6, in line 13, strike out "(n)" and insert:

(o)

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**Amendment 13**

On page 6, in line 19, strike out "(o)" and insert:

(p)

**Amendment 14**

On page 6, in line 23, strike out "For purposes of", strike out lines 24 to 26, inclusive, and insert:

(q) For purposes of this section, "judicial officer" means a magistrate, judge, justice, commissioner, referee, or any person appointed by a court to serve in one of these capacities of any state or federal court located in this state.

(r) For purposes of this section, "interoperability" means the sharing of data, including personally identifiable information, across multiple transportation agencies in order to create an integrated fare and toll payment system, or both.

**Amendment 15**

On page 6, in line 27, strike out "(p)" and insert:

(s)

**Amendment 16**

On page 7, in line 1, strike out "(q)" and insert:

(t)

**Amendment 17**

On page 7, in line 4, strike out "(r)" and insert:

(u)