



625 Burnell Street, Napa CA 94559

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

AGENDA

Wednesday, November 20, 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 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, click on Minutes and Agendas – NCTPA Board or go to 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.

8. <u>CONSENT ITEMS 8.1 – 8.6)</u>	<u>RECOMMENDATION</u>	<u>TIME</u>
8.1 Approval of Meeting Minutes of October 16, 2013 (Karrie Sanderlin) <i>(Pages 8-12)</i>	APPROVE	1:45 PM
8.2 Approval of Rental Agreement No. 2014-04 with the Napa Valley Exposition (Lawrence Gawell) <i>(Pages 13-20)</i>	APPROVE	
<p>Board action will authorize the Executive Director to negotiate and execute a rental agreement for the parking of NCTPA vehicles at the Napa Valley Exposition for a period of twelve (12) months in an amount not to exceed \$24,000.</p>		

- 8.3 Approval of Resolution No. 13-21 Setting the Regular Meeting Time, Place, and Schedule of the Napa County Transportation and Planning Agency (NCTPA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the VINE Consumer Advisory Committee (VCAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2014 (Karrie Sanderlin) *(Pages 21-31)* APPROVE

Board action will approve Resolution No. 13-21 setting the regular meeting time, place, and schedule of the NCTPA Governing Board, TAC, PCC, VCAC, and ATAC for Calendar Year (CY) 2014.

- 8.4 Approval of Amended Resolution No. 13-06 Adopting the One Bay Area Grant (OBAG) Program Under "Moving Ahead for Progress in the 21st Century (MAP-21)" Surface Transportation Road Maintenance Funding Program for the Napa Communities (Danielle Schmitz) *(Pages 32-36)* APPROVE

Board action will approve Amended Resolution No. 13-06 amending the final OBAG project list for Napa County.

- 8.5 Approval of Recipient Funding Agreement between the Napa County Transportation and Planning Agency (NCTPA) and the City of Napa (NCTPA Agreement #13-14) (Danielle Schmitz) *(Pages 37-45)* APPROVE

Board action will approve entering into a Funding Agreement with the City of Napa to contribute up to \$50,000 for the completion of the California Boulevard Class II Bicycle Lane Gap Closure.

8.6 Approval of Amendment 1 to Work Authorization 12-29P005 for Professional Engineering Services (Janice Killion) *(Pages 46-62)* APPROVE

Board action will approve and authorize the Executive Director to sign Amendment No. 1 to the Work Authorization 12-29P005 with Riechers & Spence Associates (RSA) to amend the scope and total compensation in an amount not to exceed \$139,218.

9. REGULAR AGENDA ITEMS

RECOMMENDATION

TIME

9.1 Legislative Update and State Bill Matrix (Kate Miller) *(Pages 63-77)*

INFORMATION/
ACTION

1:50 PM

The Board will receive the monthly Federal and State Legislative Update from Platinum Advisors.

9.2 2014 Federal and State Legislative Program and Project Priorities (Kate Miller) *(Pages 78-81)*

APPROVE

2:00 PM

Board action will approve the 2014 State and Federal Legislative Advocacy programs.

10. INTERJURISDICTIONAL ISSUES FORUM

RECOMMENDATION

TIME

10.1 Interjurisdictional Issues Discussion Forum and Information Exchange

2:10 PM

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

11. FUTURE AGENDA ITEMS

TIME

11.1 Discussion of Topics for Next Meeting.

2:15 PM

12. CLOSED SESSION

TIME

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

2:20 PM

Title: Executive Director

13. **ADJOURNMENT**

RECOMMENDATION 3:00 PM

12.1 Approval of Meeting Date of
December 18, 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 November 15, 2013.



Karalyn E. Sanderlin, NCTPA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TDM	Transportation Demand Management Transportation Demand Model
TE	Transportation Enhancement
TEA	Transportation Enhancement Activities
TEA 21	Transportation Equity Act for the 21 st Century
TFCA	Transportation Fund for Clean Air
TIP	Transportation Improvement Program
TLC	Transportation for Livable Communities
TMP	Traffic Management Plan
TMS	Transportation Management System
TOD	Transit-Oriented Development
TOS	Transportation Operations Systems
TPP	Transit Priority Project Areas
VHD	Vehicle hours of Delay
VMT	Vehicle Miles Traveled

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

MINUTES

Wednesday, October 16, 2013

ITEMS

1. Call to Order

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

2. Pledge of Allegiance

Chair Caldwell led the salute to the flag.

3. Roll Call

Members Present:

Voting Power

Leon Garcia	City of American Canyon	(1)
Joan Bennett	City of American Canyon	(1)
James Barnes	City of Calistoga	(1)
Chris Canning	City of Calistoga	(1)
Scott Sedgley	City of Napa	(4)
Jill Techel	City of Napa	(6)
Keith Caldwell	County of Napa	(2)
Ann Nevero	City of St. Helena	(1)
Peter White	City of St. Helena	(1)
Lewis Chilton	Town of Yountville	(1)
John Dunbar	Town of Yountville	(1)

Members Absent:

Bill Dodd	County of Napa	(2)
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Non-Voting Member Present:

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

No Reports Given.

6. Director's Update

Kate Miller, Executive Director

Reported that at the last Board meeting, Board Member Nevero requested that staff add an item on the agenda this month to discuss the VINE Route 29. After meeting with Mayor Nevero about all the services provided on SR 29, it was determined that the report was no longer necessary.

Reported that on October 4, 2013 Staff worked with its consultant Fehr and Peers to solicit surveys at 15 wineries throughout Napa Valley. The efforts garnered almost 200 surveys which will be used to augment data for the Travel Behavior Survey

Reported that the new GFI farebox system continues its excellent performance. There have been a number of comments from riders about the new transfers. Our policy has always been that transfer last one hour. When riders board now and request a transfer, transfers are issued by the farebox which encodes the time and the route. In order to board a bus with a transfer, riders insert them into the farebox. If the transfer has been used, or used on the same route, and has expired after one hour, the farebox will not accept it.

Reported that Veolia Transportation, which is a world-wide transportation company, recently awarded its Napa operation two safety awards. One award was the Safety Performance Award, which is awarded to Transit Divisions for being the safest location. Veolia Napa was also the only recipient of the Safety Culture Award in the transit division.

Reported to celebrate the completion of the Napa side of Jameson Canyon/SR 12 in December, a soft opening celebration is being planned for early December. Staff will provide details as they continue to develop.

Reported that the Board retreat originally planned for the November 20th Board Meeting, has been pushed back to January to accommodate board members attending the CSAC conference.

Reported that Transit ridership continues to increase by double digits system wide and that ridership on the St. Helena Shuttle is up 46.9% - subsequent to recent service changes.

Reported that Staff is working with the Napa Chamber of Commerce and Solano Napa Commuter Information to help employers with over 50 employees in Napa County to comply with SB 1339, the Bay Area Commuter

Benefits Program. A meeting is being planned that will be held at the Chamber in November.

Announced that Danielle Schmitz has been promoted to senior planner. Danielle started with NCTPA in January of 2008 after graduating from UCLA with a degree in Geography and Environmental Studies and a minor in Public Policy and Urban Planning. Danielle has shown her ability to be a hard worker and a collaborative team member and has made a number of key contributions including the One Bay Area Program, the Priority Development Area Investment and Growth Strategy, the Napa subregion's Regional Housing Need Allocation and more recently the Travel behavior Study.

7. Caltrans' Update

Ahmad Rahimi, Caltrans, provided an update on the status of various projects located throughout the county. Executive Director Miller requested that Mr. Rahimi add Hopper Creek Bridge repairs to the report.

8. PRESENTATION

8.1 A Tour of the New VINE Buses will be Provided

Board members toured new VINE fleet buses.

9. CONSENT ITEMS 9.1-9.4

MOTION MOVED by CANNING SECONDED by GARCIA to APPROVE Consent Items 8.1-8.3 and 8.5-8.9. Motion Passed 20-0.

9.1 Approval of Meeting Minutes of September 18, 2013

9.2 Approval of Resolution No. 13-19 Adopting the Transportation Fund for Clean Air (TFCA) Program Manager Final List of Projects for FYE 2014

Board action approved Resolution No. 13-19 adopting the list of projects for the TFCA FYE 2014 Program Manager Funds allocating \$198,756.

9.3 Approval of an Agreement with GFI Genfare, a Division of SPX Corporation, for the Automated Fare Management Point of Sale (POS) and Inventory Management System

Board action authorized the Executive Director to piggyback upon a contract between Gold Coast Transit and GFI Genfare, a division of SPX Corporation, and enter into an agreement with GFI Genfare for the purchase and installation of an automated fare management point of sale and inventory management system in an amount not to exceed \$70,000.

10. REGULAR AGENDA ITEMS

10.1 Legislative Update and State Bill Matrix

Information Only / No Action Taken

The Board received the monthly Federal and State Legislative Update.

10.2 Approval of Resolution No. 13-20 Authorizing the Submittal of an Application for 2014 State Transportation Improvement Program (RTIP) Funding

Board action authorized the submittal of an application to the Metropolitan Transportation Commission (MTC) applying for RTIP funds in the amount of \$8.921 million.

MOTION MOVED by GARCIA SECONDED by TECHEL to APPROVE Resolution No. 13-20 authorizing the submittal of an application to the Metropolitan Transportation Commission (MTC) applying for RTIP funds in the amount of \$8.921 million in three categories: (1) Planning, Programming and Monitoring - \$165,000; (2) Other Funds - \$8.051 million for Capital Improvement Projects, and (3) \$705,000 in State Transportation Improvement Program (STIP) Reserve. **Motion Passed 20-0.**

11. INTERJURISDICTIONAL ISSUES FORUM

11.1 Interjurisdictional Issues Discussion Forum and Information Exchange

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

Janice Killion, NCTPA Legal Council, announced that the Board would be adjourning to closed session for the one item as noted in the agenda (Public Employee Performance Evaluation).

Adjourned to Closed Session at 2:40 p.m.

12. CLOSED SESSION

12.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Executive Director

Adjourned to Open Session at 3:20 p.m.

Janice Killion, NCTPA Legal Council, reported out that the Board created an Ad Hoc committee for the purpose of Executive Director evaluation, consisting of the Chair and Mayors of St. Helena and Napa (Keith Caldwell, Ann Nevero and Jill Techel).

13. FUTURE AGENDA ITEMS

13.1 Discussion of Topics for Next Meeting.

None.

14. ADJOURNMENT

14.1 Approval of Meeting Date of November 20, 2013 and Adjournment

The next regular meeting will be held Wednesday November 20, 2013 at 1:30 p.m.

The meeting was adjourned by Chair Caldwell at 3:21 p.m.

Karalyn E. Sanderlin, NCTPA Board Secretary



November 20, 2013
NCTPA Agenda Item 8.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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
SUBJECT: Approval of Rental Agreement No. 2014-04 with the Napa Valley Exposition

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to negotiate and execute Rental Agreement No. 2014-04 (Attachment 1) for the parking of NCTPA vehicles at the Napa Valley Exposition for a period of twelve (12) months in an amount not to exceed \$24,000.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The parking capacity at the Jackson Street facility continues to be exceeded and additional parking is required in order to accommodate the agency's fleet size. Board approval will permit the Executive Director to continue the existing lease agreement with the Napa Valley Exposition.

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: Some NCTPA vehicles will not have suitable parking facilities for storage and operations.

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 November 14, 2012 meeting, the Board authorized the Executive Director to enter into a lease for the parking of NCTPA vehicles at the Napa Valley Exposition for a period of six (6) months. The Board authorized an extension of this agreement for a period of six (6) months in June of 2013. The parking capacity at the Jackson Street facility continues to be exceeded and additional parking is required in order to accommodate the agency's fleet size. Board approval will permit the Executive Director to continue the existing lease agreement with the Napa Valley Exposition.

SUPPORTING DOCUMENTS

Attachment: (1) Rental Agreement No. 2014-04

RENTAL AGREEMENT

THIS AGREEMENT by and between the **25TH DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Napa County Transportation & Planning Agency** hereinafter called the Renter.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **January 1, 2014 through December 31, 2014 except July 11, 2014 through July 21, 2014 when all buses must be removed from the Associations premises.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement.
Lower Maintenance Gravel Lot
3. The purposes of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever.
Bus Parking
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Rent - \$ **24,000.00** Deposit - \$ Insurance - \$ **to be provided** Security - \$ Liquor Liability - \$
Deposit partially refundable, less charges as outlined in exhibit "A"
Total Contract - \$ **24,000.00**
5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Worker's Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
12. Special Provisions: Building available at 8 AM and to be vacated prior to midnight. See and sign the attached Standard Terms and Conditions, CFSA Insurance statement, and Exhibit "A" are incorporated herein and made a part of this agreement.
13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

**25TH DISTRICT AGRICULTURAL ASSOCIATION
AKA NAPA VALLEY EXPOSITION
575 Third Street
Napa, CA 94559**

**Napa County Transportation & Planning Agency
625 Burnell Street
Napa, CA 94559**

Napa Valley Exposition

Signature

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to be open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc. prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for" will confine said transactions to the space and privileges provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement, the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters' trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

Nondiscrimination Clause, Form 17A or Form 17B for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause/Statement of Compliance (GC12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause of labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Cha. 5, in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 110010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition or regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation or provisions of federal law relating to air or water pollution.

CALIFORNIA FAIR SERVICES AUTHORITY

INSURANCE STATEMENT

- I. **Evidence of Coverage** - The contractor/renter shall provide a signed original evidence of coverage for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:
- A. **Insurance Certificate** - The contractor/renter provides the fair with a signed original certificate of insurance (the ACCORD form is acceptable), lawfully transacted, which sets forth the following:
1. **List as Additional Insured:** "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned".
 2. **Dates:** The dates of inception and expiration of the insurance. For individual events, the specific dates must be listed, along with set-up and tear-down dates.
 3. **Coverage:**
 - a. **General Liability** - Commercial General liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 combined single limits per occurrence for Fairtime Carnival Rides; \$3,000,000 combined single limits per occurrence for Motorized Events All Types; \$3,000,000 combined single limits per occurrence for Rodeo Events all types with a paid gate and any rough stock events; \$2,000,000 combined single limits per occurrence for Rodeo Events all types without a paid gate and any rough stock events; \$1,000,000 combined single limits per occurrence for Rodeo Events all types without any rough stock events; \$2,000,000 combined single limits per occurrence for Interim Carnival Rides, Concerts with over 5,000 attendees, Raves All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, and Simulators; \$1,000,000 for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001. Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. **Workers Compensation** - Workers' Compensation coverage shall be maintained whenever contractor/renter has employees, as required by law.
 - d. **Medical Malpractice** - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. **Liquor Liability** - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
 4. **Cancellation Notice:** A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.
 5. **Certificate Holder:**
 - **For Individual Events Only** - Fair, along with fair's address, is listed as the certificate holder.
 - **For Master Insurance Certificates Only** - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. **Insurance Company:** The company providing coverage must be acceptable to the California Department of Insurance.
- OR
- B. **CFSA Special Events Program** - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.
- OR
- C. **Master Certificates** - A current master certificate of insurance for the contractor/renter has been approved by and is on file with the California Fair Services Authority (CFSA).
- OR
- D. **Self - Insurance** - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by the California Fair Services Authority (CFSA).

II. General Provisions

1. **Maintenance of Coverage** - The contractor/renter agrees that the commercial general liability (and automobile liability and/or worker's compensation, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval of California Fair Services Authority, and contractor/renter agrees that no work of services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times the insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
 2. **Primary Coverage** – The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. **Contractor's Responsibility** – Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.
 4. **Certified Copies of Policies** – Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy.
- III. **Participant Waivers** - For hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release.Lib) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard or scooter. Contact California Fairs Service Authority at (916) 921-2213 for further information.

Revised:

10/01/03



November 20, 2014
NCTPA Agenda Item 8.3
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Karrie Sanderlin, Program Manager-Human Resources, Civil Rights Compliance Officer, and Board Secretary
(707) 259-8633 / Email: ksanderlin@nctpa.net
SUBJECT: Resolution No. 13-21 Setting the Regular Meeting Time, Place, and Schedule of the Napa County Transportation and Planning Agency (NCTPA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the VINE Consumer Advisory Committee (VCAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2014

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 13-21 (Attachment 1) setting the regular meeting time, place, and schedule of the Napa County Transportation and Planning Agency (NCTPA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the VINE Consumer Advisory Committee (VCAC), and the Bicycle Advisory Committee (ATAC) for Calendar Year (CY) 2014.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

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

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

The NCTPA Governing Board, TAC, PCC, VCAC and ATAC meetings fall under the requirement for the State of California Brown Act and must establish regular meeting time and place and publish a notice of each meeting. Resolution No. 13-21 (Attachment 1) will set the regular meeting times, set the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa CA 94559, and set the meeting schedule for CY 2014.

The regular meeting time of the NCTPA Governing Board will be 1:30 p.m., and the regular meeting schedule for CY 2014 is as follows:

- Wednesday, January 15, 2014
- Wednesday, February 19, 2014
- Wednesday, March 19, 2014
- Wednesday, April 16, 2014
- Wednesday, May 21, 2014
- Wednesday, June 18, 2014
- Wednesday, July 16, 2014
- Wednesday, September 17, 2014
- Wednesday, October 15, 2014
- Wednesday, November 19, 2014
- Wednesday, December 17, 2014

The regular meeting time for the Technical Advisory Committee (TAC) will be 2:00 p.m., and the regular meeting schedule for CY 2014 is as follows:

Thursday, January 2, 2014
Thursday, February 6, 2014
Thursday, March 6, 2014
Thursday, April 3, 2014
Thursday May 1, 2014
Thursday, June 5, 2014
Thursday, July 3, 2014
Thursday, September 4, 2014
Thursday, October 2, 2014
Thursday, November 6, 2014
Thursday, December 4, 2014

The regular meeting time for the Paratransit Coordinating Council (PCC) will be 10:00 a.m. and the regular meeting schedule for CY 2014 is as follows:

Thursday, January 2, 2014
Thursday, March 6, 2014
Thursday, May 1, 2014
Thursday, July 3, 2014
Thursday, September 5, 2014
Thursday, November 7, 2014

The regular meeting time for the VINE Consumer Advisory Committee (VCAC) will be 6:00 p.m. and the regular meeting schedule for CY 2014 is as follows:

Thursday, January 2, 2014
Thursday, March 6, 2014
Thursday, May 1, 2014
Thursday, July 3, 2014
Thursday, September 5, 2014
Thursday, November 7, 2014

The regular meeting time for the Bicycle Advisory Committee (ATAC) will be 5:00 p.m. and the regular meeting schedule for CY 2014 is as follows:

Monday, January 27, 2014
Monday, February 24, 2014
Monday, March 24, 2014
Monday, April 21, 2014
Monday, May 19, 2014
Monday, June 23, 2014
Monday, July 28, 2014
Monday, September 22, 2014
Monday, October 27, 2014
Monday, November 24, 2014
Monday, December 22, 2014

SUPPORTING DOCUMENTS

Attachment: (1) Resolution No. 13-21

RESOLUTION No. 13-21

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
SETTING THE REGULAR MEETING TIME, PLACE, AND SCHEDULE OF
THE GOVERNING BOARD, THE TECHNICAL ADVISORY COMMITTEE (TAC),
THE PARATRANSIT COORDINATING COUNCIL (PCC),
THE VINE CONSUMER ADVISORY COMMITTEE (VCAC), AND
THE ACTIVE TRANSPORTATION ADVISORY COMMITTEE (ATAC)
FOR CALENDAR YEAR (CY) 2014**

WHEREAS, the Napa County Transportation and Planning Agency (NCTPA) Governing Board and Committee meetings fall under the requirement for the State of California Brown Act; and

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

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the Napa County Transportation and Planning Agency that:

1. The regular meeting dates for the Governing Board for calendar year (CY) 2014 as shown in Exhibit "A", sets the regular time at 1:30 p.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.
2. The regular meeting dates for the Technical Advisory Committee (TAC) for calendar year 2014 as shown in Exhibit "B", sets the regular time at 2:00 p.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.
3. The Paratransit Coordinating Council (PCC) for calendar year 2014 as shown in Exhibit "C", sets the regular time at 10:00 a.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.
4. The VINE Consumer Advisory Committee (VCAC) for calendar year 2014 as shown in Exhibit "D", sets the regular time at 6:00 p.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.
5. The Active Transportation Advisory Committee (ATAC) for calendar year 2014 as shown in Exhibit "E", sets the regular time at 5:00 p.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.

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Passed and Adopted this 20th Day of November, 2013.

Keith Caldwell, NCTPA Chair

Ayes

Noes:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel

EXHIBIT "A"

NCTPA Governing Board
Meeting Dates for CY 2014

Wednesday, January 15, 2014
Wednesday, February 19, 2014
Wednesday, March 19, 2014
Wednesday, April 16, 2014
Wednesday, May 21, 2014
Wednesday, June 18, 2014
Wednesday, July 16, 2014
Wednesday, September 17, 2014
Wednesday, October 15, 2014
Wednesday, November 19, 2014
Wednesday, December 17, 2014

EXHIBIT "B"

NCTPA Technical Advisory Committee (TAC)
Meeting Dates for CY 2014

Thursday, January 2, 2014
Thursday, February 6, 2014
Thursday, March 6, 2014
Thursday, April 3, 2014
Thursday May 1, 2014
Thursday, June 5, 2014
Thursday, July 3, 2014
Thursday, September 4, 2014
Thursday, October 2, 2014
Thursday, November 6, 2014
Thursday, December 4, 2014

EXHIBIT "C"

NCTPA Paratransit Coordinating Council (PCC)
Meeting Dates for CY 2014

Thursday, January 2, 2014

Thursday, March 6, 2014

Thursday, May 1, 2014

Thursday, July 3, 2014

Thursday, September 5, 2014

Thursday, November 7, 2014

EXHIBIT "D"

NCTPA VINE Consumer Advisory Committee (VCAC)
Meeting Dates for CY 2014

Thursday, January 2, 2014

Thursday, March 6, 2014

Thursday, May 1, 2014

Thursday, July 3, 2014

Thursday, September 5, 2014

Thursday, November 7, 2014

EXHIBIT "E"

NCTPA Active Transportation Advisory Committee (ATAC)
Meeting Dates for CY 2014

Monday, January 27, 2014
Monday, February 24, 2014
Monday, March 24, 2014
Monday, April 21, 2014
Monday, May 19, 2014
Monday, June 23, 2014
Monday, July 28, 2014
Monday, September 22, 2014
Monday, October 27, 2014
Monday, November 24, 2014
Monday, December 22, 2014



November 20, 2013
NCTPA Agenda Item 8.4
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Senior Program Planner/Administrator
(707) 259-5968 / Email: dschmitz@ncpta.net
SUBJECT: Approval of Amended Resolution No. 13-06 Adopting the One Bay Area (OBAG) Program under "Moving Ahead for Progress in the 21st Century (MAP-21)" Surface Transportation Road Maintenance Funding Program for the Napa Communities

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Amended Resolution No. 13-06 (Attachment 1) adopting the final OBAG Projects for FY 2012-13 through 2015-16.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee (TAC) recommends the NCTPA Board approve the revision to the OBAG program of projects.

EXECUTIVE SUMMARY

The OBAG Program allocates approximately \$4M for projects in Napa County for the 4-year cycle FY 2012-13 through FY 2015-16. OBAG funds are contingent on a number of requirements. The OBAG program of projects was approved by the NCTPA Board on March 20, 2013. The OBAG program includes the City of American Canyon's Eucalyptus Drive Extension but City of American staff has voiced concerns that the project may not meet the OBAG program requirements.

In response to this concern, NCTPA staff is proposing to reprogram the \$1.154 million programmed to the Eucalyptus Drive Complete Streets project to the City of Napa's California Roundabout project. In exchange, the City of American Canyon will receive \$1.154 million in STIP funds which was approved by the NCTPA Board in October. American Canyon and Napa City staff support this proposed change.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No

Consequences if not approved: If not approved, American Canyon may lose funding for the project and OBAG funds would be lost to Napa County and revert back to the region.

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 OBAG Program allocates approximately \$4M to Napa County jurisdictions for the 4-year cycle FY 2012-13 through FY 2015-16. The OBAG Program requires the Napa County Transportation and Planning Agency (NCTPA) program at least 50% of the countywide OBAG funds in Priority Development Areas (PDA) or to projects that provide "proximate access" to PDAs. Eligible project sponsors must meet a number of requirements. NCTPA is responsible for ensuring compliance of these requirements.

On March 20th the NCTPA Board approved the final list of projects summarized in Table 1 below. Due to concerns that the City of American Canyon will not be able to obligate the funds programmed to Eucalyptus Drive Complete Streets Improvements by February 1, 2015, staff is recommending the \$1.154 million be reprogrammed to the City of Napa's California Roundabout project which is on schedule to meet the necessary OBAG requirements. In exchange, the American Canyon Eucalyptus Drive Complete Streets Improvement will receive \$1.154 million in 2014 STIP funds originally considered for the California Roundabout project. The revised program of OBAG projects is summarized in Table 2 below.

Table 1: Current OBAG Program

Agency	Project	Year requested	Funding		
			Funding Request STP/CMAQ/TA	Other Funds	Project Total
City of Napa	California Roundabouts	13/14-15/16	\$1,740,000	\$2,778,739	\$4,518,739
City of Napa	Napa North/South Bike Connection	13/14	\$300,000	\$584,000	\$884,000
American Canyon	Eucalyptus Drive Complete Streets Improvements	13/14-15/16	\$1,154,000	\$3,369,072	\$4,523,072
County of Napa	Silverado Trail Phase "H" Overlay	14/15	\$794,000	\$890,189	\$1,684,189
TOTAL			\$3,988,000		\$11,610,000

Table 2: Revised OBAG Project List

Agency	Project	Year requested	Funding		
			Funding Request STP/CMAQ/TA	Other Funds	Project Total
City of Napa	California Roundabouts	13/14-15/16	\$2,894,000	\$2,778,739	\$4,519,000
City of Napa	Napa North/South Bike Connection	13/14	\$300,000	\$584,000	\$884,000
County of Napa	Silverado Trail Phase "H" Overlay	14/15	\$794,000	\$890,189	\$1,684,000
TOTAL			\$3,988,000		\$7,087,000

SUPPORTING DOCUMENTS

Attachment: (1) Amended Resolution No. 13-06

AMENDED RESOLUTION No. 13-06

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION PLANNING AGENCY (NCTPA)
ADOPTING THE ONE BAY AREA GRANT (OBAG) PROGRAM UNDER
“MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21)”
SURFACE TRANSPORTATION ROAD MAINTENANCE FUNDING
PROGRAM FOR THE NAPA COMMUNITIES**

WHEREAS, Moving Ahead for Progress in the 21st Century P.L. 112-141, signed into law by President Obama on July 6, 2012 continues the Surface Transportation Program (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149), and the Transportation Alternatives Program (TA) (23 U.S.C. § 213); and

WHEREAS, pursuant to MAP-21, and the regulations promulgated thereunder, eligible project sponsors wishing to receive Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ) Improvement Program, and Transportation Alternative Program (TA) grants for a project shall submit an application first with the appropriate metropolitan transportation planning organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Transportation Commission (MTC) is the MPO for the San Francisco Bay region; and

WHEREAS, MTC has requested projects for the One Bay Area Grant Program to be funded with MAP-21 monies and required NCTPA to recommend programming to MTC for consideration; and

WHEREAS, the City of Napa, and the County of Napa are ready and able to meet all of the federal, state and regional requirements for accessing and using these funds; and

WHEREAS, Resolution 13-06 was adopted on March 20, 2013, and

WHEREAS, NCTPA wishes to amend that resolution to delete the Eucalyptus Complete Streets Project and include additional funding for the California Roundabouts.

NOW, THEREFORE, BE IT RESOLVED the project list in 13-06 is amended as set forth below:

Agency	Project	Year requested	Funding		
			Funding Request STP/CMAQ/TA	Other Funds	Project Total
City of Napa	California Roundabouts	13/14-15/16	\$2,894,000	\$2,778,739	\$5,672,739
City of Napa	Napa North/South Bike Connection	13/14	\$300,000	\$584,000	\$884,000
County of Napa	Silverado Trail Phase "H" Overlay	14/15	\$794,000	\$890,189	\$1,684,189
TOTAL			\$3,988,000		\$8,240,928

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC; and

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the projects described in the resolution and to program the projects, if approved, in MTC's TIP.

Passed and Adopted the 20th day of November, 2013.

Keith Caldwell, NCTPA Chair

Ayes

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel



November 20, 2013
NCTPA Agenda Item 8.5
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Senior Program Planner/Administrator
(707) 259-5968 / Email: dschmitz@ncpta.net
SUBJECT: Approval of Recipient Funding Agreement between the Napa County Transportation and Planning Agency (NCTPA) and City of Napa (NCTPA Agreement #13-14)

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve and authorize the Executive Director to sign a Funding Agreement with the City of Napa to contribute up to \$50,000 for the completion of the California Bicycle Lane Gap Closure.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee (TAC) recommends the NCTPA Board approve the Agreement.

EXECUTIVE SUMMARY

The City of Napa is in the process of completing the California Bicycle Lane Gap Closure between Pueblo Avenue and Permanente Way. This project began in 2011 with an initial project budget of \$295,000 and ran into environmental issues while navigating through the Caltrans process resulting in the total project cost increase to \$1,019,000. Project site environmental issues encountered involved handling of contaminated material, which requires special handling and disposal during construction. The project scope also changed. Originally only Class II Bicycle lanes were in the project scope but the project was expanded to include a two-way center turn lane and on-street parking on both sides of the street.

Funding for this project is coming from multiple sources including: local funds, TFCA, and OBAG funds. City of Napa staff asked NCTPA for assistance in 2012 with the project. NCTPA has planning funds that can be used to supplement the funding gap.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, \$50,000

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No

Consequences if not approved: If not approved, City of Napa will risk not being able to complete the project.

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 City of Napa is currently constructing a crucial linkage in the City of Napa bicycle network in the California Bicycle Lane Gap Closure. The project consists of installing Class II Bicycle lanes on a section of California Boulevard to provide safe and efficient passage for students, bicyclists and pedestrians. The installation of Class II Bicycle lanes for this project would provide connectivity for bicyclists along the entire corridor of California Boulevard and also provide connectivity to the Class I Bicycle path that intersects California Boulevard near Industrial Way. In order to accommodate Class II Bicycle lanes, street widening and restriping are required. The goal is to reduce emissions and improve quality of air by encouraging bicycle travel in Napa and provide safe and user friendly Class II Bicycle lanes on California Blvd.

The City of Napa has requested NCTPA provide up to \$50,000 in the funding gap due to inflated project cost from environmental issues that were exposed under the Caltrans Local Assistance Process. NCTPA will reimburse the City of Napa up to \$50,000 for construction of this critical Bicycle linkage under the attached funding agreement.

SUPPORTING DOCUMENTS

Attachment: (1) Recipient Funding Agreement between the NCTPA and City of Napa (NCTPA Agreement No. 13-14)

**RECIPIENT FUNDING AGREEMENT
BETWEEN THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY
AND
CITY OF NAPA
(NCTPA Agreement #13-14)
(City of Napa Agreement # _____)**

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

RECITALS

WHEREAS, Recipient is the Project Sponsor for the North/South Bike Connection Project; and

WHEREAS, NCTPA is providing funding for the California Bike Lane Gap Closure; and

WHEREAS, Recipient is widening California Boulevard between Pueblo Avenue and Permanente Way for the purpose of constructing Class II bicycle lanes ("Project"); and

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

AGREEMENT

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

A. Project and Funding Identification:

1. The project description to which this Agreement applies is set forth in Exhibit A, entitled "Project Information," which is attached hereto and incorporated herein by this reference.
2. The maximum funding amount allocated pursuant to this Recipient Agreement is fifty thousand dollars (\$50,000) as set forth in Exhibit A. Funding for the project shall be disbursed on a cost reimbursement basis and shall not exceed the amount allocated.

B. Recipient Agrees:

1. To submit invoices in a format acceptable to NCTPA (Exhibit B) on a quarterly basis, but in no case more than ninety (90) days after Project completion.
2. To return to the NCTPA any funds and/or associated interest which are allocated pursuant to this Agreement and which have not been expended on the Project, on or by November 1, 2015 unless a project schedule beyond this date has been approved by the NCTPA.
3. That assets purchased with funds, including facilities and equipment, shall be used for the public transportation uses intended, and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life or years effectiveness, NCTPA shall be entitled to a present day value refund or credit at NCTPA'S option based on NCTPA'S share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to NCTPA in the same proportion that NCTPA funds were originally used.

C. NCTPA Agrees:

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

D. It Is Mutually Agreed:

1. Term: This Agreement shall remain in effect for two years (2) years after the completion of all the projects listed in Exhibit A, unless it is terminated earlier as provided below.
2. Termination:
 - a. Prior to distribution of the NCTPA funds to Recipient, either party may terminate this Agreement at any time by giving written notice of termination to the other party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at lease sixty (60) days before the effective date of such termination.
 - b. This Agreement shall automatically terminate at the end of the fiscal year during which the Napa County Transportation and Planning Agency loses designation as NCTPA for Napa County, unless NCTPA's rights and obligations arising from this Agreement are validly assigned or transferred as set forth below. NCTPA shall provide written notice of termination, pursuant to this clause, to Recipient at least sixty (60) days prior to the effective date of termination, unless the loss of designation as NCTPA occurs within sixty (60) days of the end of the fiscal year, in which case notice of termination shall be provided within ten (10) days of the loss of designation.

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

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

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

TO NCTPA: Kate Miller, Executive Director
Napa County Transportation & Planning
Agency
625 Burnell Street
Napa, CA 94559-3420

TO RECIPIENT: Mike Parness, City Manager
City of Napa
P.O. Box 660
Napa, CA 94559

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

5. Assignability: Neither party to this Agreement shall assign or transfer any interest in this Agreement nor the performance of any duties or obligations hereunder, without the prior written consent of the other party, and any attempt by either party to so assign or transfer this Sub-Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.
6. Governing Law: NCTPA and Recipient agree that the law governing this Agreement shall be that of the State of California.
7. Venue: In the event that suit shall be brought by either party to this Sub-Agreement, the parties agree that venue shall be exclusively vested in the state courts of the

County of Napa, and venue for federal court shall be the Northern District of California.

8. Interpretation: Each party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.
9. Force Majeure: Neither the NCTPA nor the Recipient shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of NCTPA or Recipient.
10. Prior Agreements and Amendments: This Agreement, including Exhibits A and B hereto represent the entire agreement of the parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein. This Agreement may only be modified by a written amendment duly executed by the parties hereto.

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

**Napa County Transportation
and Planning Agency**

By: _____
Kate Miller
NCTPA Executive Director

Date: _____

"RECIPIENT"

By: _____
Mike Parness, City Manager
City of Napa

Date: _____

Attest:

By: _____
Dorothy Roberts, City Clerk

Approved as to form:

By: _____
Janice Killion, NCTPA Counsel

Countersigned:

By: _____
Desiree Brun, City Auditor

By: _____
Michael Barrett, City Attorney

Exhibit A

PROJECT INFORMATION

A. Project Title: California Bike Lane Gap Closure

B. Total Project Cost: \$ 1,019,000

C: NCTPA Contribution: \$50,000

D. Project Description:

Project sponsor will use NCTPA funds to install Class II bike lanes on a section of California Blvd. to provide safe and efficient passage for students, bicyclists and pedestrians. The installation of Class II bike lanes for this project would provide connectivity for bicyclists along the entire corridor of California Blvd. and also provide connectivity to the Class I bike path that intersects California Blvd. near Industrial Way. In order to accommodate Class II bike lanes street widening and restriping are required. The goal is to reduce emissions and improve quality of air by encouraging bicycle travel in Napa and providing safe and user friendly Class II bike lanes on California Blvd.

The work limits for California Blvd. widening project extend from Pueblo Ave. to Permanente Way approximately 2,500 Linear Feet (LF). The approximate length of street widening is 1,300 LF and will occur on the east side only. Restriping of existing street where no widening will occur is approximately 700 LF. New curb & gutter, sidewalk and driveways will be installed on the east side only in the area of widening. Non-conforming ADA ramps exist within the work limits and will be modified as necessary to meet ADA standards.

Exhibit B

BILLING EXAMPLE

Invoice to NCTPA

Local Agency:	City of Napa
Invoice Number:	CMA-0310
Billing Period	

Work Tasks	Total Budget	Total Expenditures to Date	Total Expenditures This Period	Reimbursement Requested
Task 1				
Task 2				
Task 3				
Task 4				
Task 5				
Task 6				
Task 7				
Task 8				
Task 9				
TOTALS	\$0	\$0	\$0	\$0



November 20, 2013
NCTPA Agenda Item 8.6
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Janice Killion, Agency Counsel
(707) 259-8246 / Janice.killion@countyofnapa.org
SUBJECT: Approval of Amendment No. 1 to Work Authorization 12-29P005 for Professional Engineering Services

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve and authorize the Executive Director to sign Amendment No. 1 to the Work Authorization 12-29P005 with Riechers & Spence Associates (RSA) to amend the scope and total compensation in an amount not to exceed \$139,218.

COMMITTEE RECOMMENDATION

None.

PROCEDURAL REQUIREMENTS

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

EXECUTIVE SUMMARY

On November 26, 2012, NCTPA issued a Request for Qualifications (RFQ) for Engineering and related services. As a result of that RFQ, a contract was awarded to Sonoma RSA, INC., aka Reichers & Spence Associates (RSA), for ongoing engineering and planning services. NCTPA issued Work Authorization 12-29P005 to engage RSA to provide engineering services related to the Napa Valley Vine Trail Solano Avenue Segment. It is now necessary to amend the work authorization to include property acquisition and traffic engineering services.

FISCAL IMPACT

Is there a fiscal impact? Yes. The project costs are budgeted in the Congestion Management Authority Fund.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: None.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

On November 26, 2012, NCTPA issued a Request for Qualifications (RFQ) for ongoing engineering, planning and related services. As a result of that RFQ, a contract was awarded to Sonoma RSA, INC., aka Reichers & Spence Associates (RSA) for ongoing engineering and planning services. NCTPA issued Work Authorization 12-29P005 to engage RSA to provide engineering services related to the Napa Valley Vine Trail Solano Avenue Segment. At that time, property acquisition needs for the segment could not be determined. Now that those needs have been identified, property acquisition services are necessary to comply with CalTrans requirements as early as possible. In addition, the design of two additional traffic lights for two intersections along the alignment at the intersections of Salvador Avenue and Wine Country Road per the request of the City of Napa have been included as part of this amendment.

SUPPORTING DOCUMENTS

Attachment: (1) Amendment No. 1 to Work Authorization 12-29P005 for Professional Engineering Services

Contract: 12-29

Work Authorization: 12-29P005

AMENDMENT NO. 1 TO WORK AUTHORIZATION
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

WHEREAS, NCTPA issued Work Authorization 12-29P005 on July 17, 2013, for engineering services related to the Napa Valley Vine Trail – Solano Avenue Segment, including Preliminary Environmental study and Field Review under Agreement No. NCTPA 12-29, as amended; and

WHEREAS, as part of the project, property must be acquired from private property owners along the Solano Avenue segment and traffic lights must be designed; and

WHEREAS, the Engineer has the proper skills and abilities to assist NCTPA with property acquisition and additional traffic engineering services pursuant to the Request for Qualifications issued November 26, 2012; and

WHEREAS, the Parties wish to amend the scope of the Work Authorization 12-29P005 to include property acquisition and additional traffic engineering services:

NOW, THEREFORE, the Parties agree to amend that Work Authorization 12-29P005 to add the scope of work contained in Exhibit B-1, attached hereto and incorporated by reference.

The maximum compensation payable under Work Authorization 12-29P005 is increased by \$97,900 for property acquisition services and \$41,318 for additional traffic engineering services, for a new total maximum compensation not to exceed \$ 904,773.

All other provisions of Work Authorization 12-29P005 and Agreement No. NCTPA 12-29 remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the Parties hereto as of the date executed by NCTPA.

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY

By _____
Kate Miller, Executive Director

ATTEST:

By _____
Karalyn Sanderlin, Secretary

Approved as to Form
Minh C. Tran, NCTPA Legal Counsel
By _____
Janice D. Killion, Deputy

SONOMA RSA, INC.

By _____
RYAN GREGORY

By _____
HUBB LINV, PRESIDENT

EXHIBIT B - 1

Client: Riechers & Spence Associates
Project: Vine Trail



SCOPE OF WORK

ASSOCIATED RIGHT OF WAY SERVICES, INC. (AR/WS) will provide project management, appraisal and acquisition services for Riechers & Spence Associates (Client). The project includes acquisition of permanent property rights for the construction of the Vine Trail in Napa, California. The project sponsor is the Napa County Transportation Planning Agency.

Our proposal is based on the following assumptions:

- The project is federally funded
- One of the properties (New East Frontiers, Inc.) consists of two APNs and can be combined into a single appraisal and first written offer.
- A valuation and acquisition of property rights regarding the existing sign board are not included.
- There are appraisals and property acquisitions from up to 5 larger parcels identified as follows:

Owner	APN
Napa Valley Wine Train	007-322-005
Justin Siena High School (De La Salle)	007-120-011
Marino	007-082-004
New East Frontiers, Inc.	007-082-001 & 007-082-002
Housely	035-110-028

Project Management – General Consultation

- Establish work process with Client and schedule, manage and coordinate all real estate functions.
- On-going consultation, meetings and recurring project management duties.
- Coordinate with Client, design engineer, independent review appraiser, property acquisition agent, Caltrans Right of Way staff and legal counsel.
- Assistance with analyzing various courses of action. Work with Client to resolve problems and recommend solutions.
- Contract management, budget monitoring and control, and project reporting.
- Implementation and compliance with Uniform Act guidelines.
- Maintaining accurate records. Monitor work plan and work flow.
- Assist with the preparation of draft Caltrans Right of Way Certification for Client review and approval.

Appraisal Services

- Appraisals to be provided as one original with two copies addressed and delivered to Client staff as directed. At the request of the Client an electronic copies will be provided.
- Appraisals to be prepared in accordance with California Eminent Domain Law, California Government Code Section 7260 et seq., Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt, the Caltrans Right of Way Manual, and 49 CFR, Part 24.

- The appraisal budget does not include a damages analysis to the remainder property as a result of a decrease in value due to the proposed acquisition and/or the construction of the project for any of the properties. The budget does not include a benefits study where benefits may or may not off-set some or all of the damages to the properties. Should it be determined there are damages and/or benefits to the properties additional services will be billed on an hourly basis following a discussion with the Client and amendment to our agreement.
- The owner or a designated representative will be invited by the appraiser to accompany him/her during the inspection of the property. AR/WS will prepare draft Notices of Decision to Appraise for Client review and approval.
- Prepare appraisal reports in a Summary Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2 (b).
- The appraisal reports will be completed within approximately 12-16 weeks upon receipt of Client's written authorization to proceed, easement deeds, adequate appraisal maps and title reports.
- Appraisals are for the "Fair Market Value" of the property as per CCP 1263.320.
- The market value of the property taken will not include any increase or decrease in the value of the property that is attributable to any of the following:
 - The project for which the property is taken;
 - The eminent domain proceeding in which the property is taken;
 - Any preliminary actions of the acquiring authority relating to the taking of the property.
- Appraiser will not give consideration to, nor include in their appraisal, any allowance for relocation benefits of personal property.
- The appraisal of real estate does not include business or goodwill analyses or conclusions. Any Loss of Goodwill valuations should be performed by others under direct contract to Client.
- Updated values when requested. (Optional Service)
- If revisions are made to the property requirements during the appraisal process or upon completion of the report appraisal time to address these revisions will be billed on an hourly basis. (Optional Service)
- Expert witness related services including preparation for and appearances at depositions, court, arbitrations / mediations, hearings, and testimony will be billed on an hourly basis. (Optional Service).

Appraisal Review

Appraisal review services are required for federally funded projects. AR/WS proposes to subcontract with a qualified independent review appraiser for these services.

- Upon receiving appraisal reports, an office review of the reports using the various standards prescribed by the Federal and State Uniform Acts, Federal Highway Administration, Caltrans appraisal procedures, Uniform Standards of Professional Appraisal Practice (USPAP) and the California Eminent Domain codes will be completed.
- A checklist identifying the various requirements of the appraisal reports will be used to ensure that the reports contain all of the prescribed requirements.

Client: Riechers & Spence Associates
Project: Vine Trail



- Review appraiser will prepare a summary of the appraisal process and provide comments regarding any omissions or problems with the reports, such as lack of reasonable support for the appraisal conclusions.
- Review appraiser will make initial call to the appraiser to inform the appraiser that the reports are being reviewed. Comments will be provided to the appraiser for discussion.
- Schedule a field review and if needed schedule a meeting with the appraiser.
- Communicate with the Client to clarify potential issues, resolve problems and notify Client of progress.
- If required by Client, review comments will be provided to Client at the same time they are sent to the appraiser.
- Upon satisfactory completion of the appraisal reports, a review certificate report will be prepared.

Client Obligations (Appraisal)

- Adequate appraisal maps.
- Legal descriptions and plat maps.
- Easement deeds.
- Design information and construction plans.
- Current title reports
- Legal opinions as necessary.
- Environmental reports.

Negotiations / Acquisitions

- AR/WS to prepare acquisition documents. Said documents include, but are not limited to, offer letter, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement, public acquisition brochure, and goodwill information sheet (if not addressed in Client brochure).
- Easement deeds are to be prepared and provided by the Client.
- AR/WS will negotiate to acquire property rights, which include permanent easements from up to five property owners.
- All acquisition documents to receive Client's written approval as to form prior to use in the field. If agreement with all owners and other required interests cannot be reached, AR/WS will advise Client that negotiations have reached an impasse. The Client will consider scheduling of an action in eminent domain including the required public necessity hearing. AR/WS will provide condemnation support as needed and requested, budget allowing. AR/WS will initiate and maintain individual acquisition files.
- If settlement with owners and other required interests is reached pursuant to the Client approved appraisal or Client approved administrative settlement, AR/WS will prepare a Memorandum of Settlement for transmittal to Client. If an administrative settlement appears to be prudent, AR/WS will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require Client written approval before implementation of any settlement agreement.

Client: Riechers & Spence Associates
Project: Vine Trail



- AR/WS will establish with Client a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by Client.
- All discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation.
- AR/WS will make every reasonable effort to acquire property on behalf of the Client expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated. Client will provide ongoing feedback to AR/WS as to authorization for settlements.

Client Obligations (Acquisition)

- Written approval of all acquisition documents in a timely manner.
- Direction as to administrative settlements, negotiating authority and condition of title acceptance.
- Providing any formats to be used by AR/WS on Client's behalf.
- Easement deeds
- Selection of title company.

Additional Work

AR/WS will provide court and/or appeals related services, including but not limited to depositions, court appearances, arbitrations/mediations, hearings, testimonies, and preparation for such activities, in connection with any service provided to the Client. These services, if requested, are not included in the AR/WS Budget Estimate and would be billed at the applicable current AR/WS hourly rate in accordance with the Fee Schedule.

Administrative Support

AR/WS will provide a fully staffed in-house clerical team to provide word processing, reports, project tracking and budget control for all AR/WS services.

Client: Riechers & Spence Associates
 Project: Vine Trail



BUDGET ESTIMATE
 October 16, 2013

Confidential for CLIENT Use Only

Estimate Valid for 30 Days after Submission

Client:	Riechers and Spence Associates
Project:	The Vine Trail, Napa
Assignment Summary:	Provide services necessary to appraise and acquire 5 permanent easements from up to 5 property owners. Services include project management, real estate appraisals, independent appraisal reviews, property acquisition services and administrative support.

<u>Categories</u>	<u>Scope of Services</u>	<u>Estimated Budget</u>
1. Project Management (Time Charged)	Includes general consultation and coordination as needed and requested up to budget allocation. Work plan development and oversight. Coordination of independent review appraiser. Staff and project team meetings. Budget anticipates up to 6 project meetings and additional meetings conferences and consultation as budget permits. Preparation of a draft Caltrans Right of Way Certification.	\$12,500
2. Appraisals (Lump Sum)	This scope of service includes up to 5 acquisition appraisals. It is assumed that all parcels will be assigned simultaneously. The appraisal analysis of any significant damages, benefits or major site improvements may require modification to the budget.	\$29,000
3. Appraisal Review (Time Charged)	Provide independent appraisal reviews as required for a federally funded project. Services to be provided through a qualified sub contractor.	\$10,000
4. Negotiations / Acquisitions (Time Charged)	It is assumed there are up to 5 individual negotiations. We have assumed there are no leasehold interests which need to be cleared. Clearance of leasehold interests or negotiations for subordination or other third party releases or approvals are not included. Budget includes negotiations for all parcels from vested owners. Condemnation assistance to legal counsel and others, pre-litigation support and legal liaison are not included in this Budget Estimate.	\$34,000
5. Administrative Support and Project Tracking (Time Charged)	Administrative support for all services listed above.	\$3,500
Estimated Budget Total:		\$89,000.00

Client: Riechers & Spence Associates
Project: Vine Trail



Start Requirements:	Agreement for Professional Services (<i>signed contract</i>) – Notice to Proceed.
Ending:	A. Submittal of appraisal reports. B. Negotiations are concluded upon delivery of Memorandum of Settlement to Client or advisory from AR/WS to Client that negotiations have reached an impasse and eminent domain should be considered.
NOTES: 1. Figures are based on information provided to AR/WS as of the date of this estimate. 2. The Budget has been prepared based upon 8-month project duration. An extended or reduced project schedule will increase the estimated budget. 3. A 20% contingency is recommended but is not included in the above figures.	

**AR/WS Fee Schedule
 2013**

Service	Hourly Rate
Principal Consultant	\$200.00
Managing Consultant	\$185.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Technician	\$80.00
Administrative Support	\$65.00
Appraisal Reports	Lump Sum
Appraisal Services (Hourly)	\$200.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

Fees include direct and indirect expenses and profit.

GENERAL ASSUMPTIONS AND LIMITATIONS

1. AR/WS estimated budget assumes timely assignment by Client of all appraisals, acquisition parcels and relocation cases. Deferring or "piece meal" assignments adds to level of effort and costs.
2. Client to provide written appraisal approval. Client to sign Offers of Just Compensation as reflected in the Appraisal Summary Statement(s). Client letterhead to be used for offers and significant correspondence, including Notices of Decision to Appraise and acquisition and relocation notices. Initiation of acquisition work assumes that Client has secured any required environmental certification as well as any federal or state approvals to begin right of way services.
3. All services to be provided pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable state and federal laws, related guidelines and regulations.
4. Client to provide adequate appraisal maps, plat maps, construction plans, mitigation measures, preliminary title reports, legal descriptions and deed sheets (*for easements*).
5. Unless noted otherwise, pre-acquisition activities for soliciting Permits to Enter for soils/testing/contract work, Rights of Entry, Agreements for Possession and Use are not included.
6. Except for appraisals, which are typically charged lump sum; this is a "time charged" contract in accordance with the AR/WS Fee Schedule. Material changes to the contracted Scope of Work after services begin will add to the original budget/contract amount. Material changes, for which AR/WS is not responsible, include, but are not limited to, addition of new parcels, schedule changes, new and revised legislation, regulations, statutes or ordinances by any public entity or legislature, extended negotiations, multiple vestings, title complications, relocation complications, hard to house households, unrecorded claims, extended site searches, eminent domain actions, design changes, revised or updated appraisals. This Agreement is not a guarantee of property rights requested or displacements completed for a fixed budget amount. Unless otherwise agreed, preparation for or attendance at depositions, relocation appeals, expert witness testimony or court appearances are not included in the budget.
7. Budget to be reviewed periodically. AR/WS may reapportion budget allocations among categories. Team composition may be adjusted by AR/WS.
8. Escrow costs and title reports shall be paid by Client. Escrow instructions to be prepared by Title Company with AR/WS coordination. Client to determine acceptable condition of title and what, if any, title exceptions to take "subject to". AR/WS to assist and consult as requested.
9. Upon written notice from Client, AR/WS will suspend, delay, or interrupt all or a part of its services. In such event, AR/WS will resume services upon written notice from Client. An extension of time and added costs will be mutually agreed upon within a reasonable time following re-initiation of all or any part of services.
10. Client will give prompt notice to AR/WS whenever Client observes or becomes aware of any development that affects the scope or timing of AR/WS' services, or any defect in the work of AR/WS.
11. Unless otherwise noted, preparation of Caltrans Right of Way Certification documents is not included in the Scope of Services.
12. AR/WS understands that construction and design plans are subject to some change. AR/WS will accommodate changes in the property requirements, including number or parcels, acquisitions and relocations. Changes in proposed acquisitions after appraisals have begun or negotiations/relocations have commenced will add time and expense to assignments. The parties acknowledge that such revisions may add to costs.
13. AR/WS reviews and adjusts billing rates and fees from time to time, generally as of January 1st of each year, but no more than once annually. Any rate adjustments will be reflected in the AR/WS monthly invoice.
14. Except for Client's obligations to pay for services rendered, no liability will attach to either AR/WS or Client from delay in performance or non-performance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, explosion, war, request or intervention of a governmental authority, court order, labor relations, accidents, unanticipated delays or inability to obtain materials, equipment, fuel or transportation.
15. Once AR/WS has completed an appraisal, the fee for that appraisal is due and payable upon Client's receipt of invoice. If any formal or informal appraisal review requires additional appraisal services after AR/WS has completed an appraisal, these additional appraisal services will be billed on a time-charged basis in accordance with the AR/WS Fee Schedule.
16. AR/WS submits invoices on a monthly basis. If AR/WS is a sub-consultant to a prime consultant, that prime consultant agrees to bill its Client within thirty (30) calendar days of receipt of the AR/WS monthly invoice.



October 23, 2013

Mr. Ryan Gregory, PE
Riechers Spence & Associates
1515 Fourth Street
Napa, CA 94559

Whitlock & Weinberger
Transportation, Inc.

490 Mendocino Avenue
Suite 201
Santa Rosa, CA 95401

voice 707.542.9500
fax 707.542.9590
web www.w-trans.com

Proposal to Design Two Traffic Signals for the Vine Trail Project

Dear Mr. Gregory;

Whitlock & Weinberger Transportation, Inc. (W-Trans) is pleased to provide this proposal to design traffic signals for the intersections of Solano Avenue and Wine Country Avenue and Solano Avenue and Salvador Avenue in the City of Napa. We understand that the City of Napa wants the traffic signals to be designed as part of the existing adjacent traffic signals on Highway 29, so that the existing State controller cabinets will run the combined intersections, similar to the current operations on Trower Avenue.

The scope of services is included in the attached Addendum Number 1, which is formatted to show the new work as an addition to the original scope.

Budget and Schedule

The 65% design drawings can be submitted for your comments within approximately four to five weeks following receipt of an executed contract amendment. Our services will be conducted on a time and materials basis at the rates indicated on the following page. The estimated maximum fee for this work is \$39,350, bringing the total contract amount to \$110,450. Please forward your contract amendment documentation for signature if you wish to proceed with this work.

This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for giving us the opportunity to propose on these services.

Sincerely,

Dalene J. Whitlock, PE/PTOE
Principal

DJW/djw/NAX054.P2

Enclosure: Vine Trail Traffic Engineering Services Scope of Work (Addendum Number 1)
W-Trans Fee Estimate

Napa Valley Vine Trail Crossing Evaluation and Design W-Trans Fee Estimate

<i>HOURS BY STAFF MEMBER</i>							
<i>Task</i>	<i>Malone Hitlock</i>	<i>Steve Fitzsimons</i>	<i>Don Costa</i>	<i>Sam Lam</i>	<i>Tech/ Admin</i>	<i>Misc</i>	<i>Total Hours</i>
Addendum No. 1	2	83	23	154	12	\$565	274

<i>FEE AT HOURLY RATES INDICATED</i>							
<i>Task</i>	<i>\$210</i>	<i>\$205</i>	<i>\$150</i>	<i>\$110</i>	<i>\$80</i>	<i>LS</i>	<i>TOTAL</i>
Addendum No. 1	\$420	\$17,015	\$3,450	\$16,940	\$960	\$565	\$39,350

**W-Trans Scope of Work
Vine Trail Traffic Engineering Services
Addendum Number 1**

(Task 4.2e is added)

Task 1: Project Management

- 1.1 The project manager will attend a meeting with Riechers, Spence Associates (RSA) and NCTPA staff to review the scope of services, discuss the goals and objectives of the project, obtain available mapping, traffic counts, and other data, determine potential areas of conflict or constraint, and finalize the schedule for the project.
- 1.2 Two additional meetings are included to receive and review comments after plan submission or other purposes as desired by NCTPA.

Task 2: Design Development

- 2.1 A site visit will be performed to gather information regarding existing conditions at each of the six crossing locations as well as the section of California Drive between the trail terminus and existing bike facilities on the east side of the freeway interchange and the connection at Redwood Road. We will document our findings with photos, measurements, and field notes. We will focus on opportunities and constraints, safety concerns, existing travel patterns, desire lines, and access opportunities.
- 2.2 Based on the field review together with available volume data, we will consider conditions for all modes (vehicles, trains, bikes, peds, and transit). Drawing from a range of measures that meet national standards and are designed to offer accessibility and protection to trail users, we will develop site-specific recommendations for each of the six crossings as well as the California Drive connection. Our review will include consideration of volumes, vehicle speeds, sight distance, proximity to nearby traffic controls, roadway geometrics, anticipated trail volumes, nearby destinations, ADA access, etc., as appropriate for each location. From a preliminary review, the following elements are anticipated.
 - a. Connectivity and safety will be important considerations in developing a plan for the segment between the trail's northern end on the west side of SR 29 under the highway along California Drive to existing facilities on the east side of the highway as well as for connecting the southern terminus across Redwood Road.
 - b. The need for changes to signing, striping and right-of-way controls as well as implementation of enhancements such as warning devices will be considered for the crossings at Hoffman Lane and Washington Street. We will apply appropriate warrants for warning lights to determine if they are needed.
 - c. Consideration will be given to the need for signing and striping as well as potentially establishing a crossing phase associated with the adjacent signals or other enhancements for the crossings at Oak Knoll Drive, Salvador Avenue, and Wine Country Avenue.
 - d. Because both SR 29 and Solano Avenue are signalized at Trower Avenue, it will likely be necessary to establish a new phase for the crossing to ensure that crossings do not conflict with movements at either of the adjacent signals.
 - e. Consideration will be given to the need to accommodate railroad pre-emption in developing recommendations for all of the crossings.

- 2.3 A technical memorandum will be prepared that summarizes the evaluation performed, including any warrants reviewed, and presents descriptions of the recommended crossing measures for each location. Schematic drawings of the proposed recommendations will also be included.
- 2.4 Meetings will be held with NCTPA, Caltrans and other affected local agencies to review and agree to the type of crossing treatments for each location.
- 2.5 The Project Manager will be available to attend two public hearings to present the preferred project.
- 2.6 Changes to the recommendations based on the input received will be incorporated and the report finalized.

Task 3: Environmental Clearance Assistance

- 3.1 Using count data available from the City or other sources, the impact on operation due to any proposed changes to signing, striping and/or phasing at the four signalized intersections adjacent to crossings will be evaluated.
- 3.2 W-Trans will provide input to the preparation of the environmental clearance documentation, which is expected to be a Categorical Exemption for CEQA and Categorical Exclusion for NEPA.

Task 4: Plans, Specifications and Estimates

- 4.1 Base plans for use in the various design activities will be prepared using AutoCAD files and survey results to be provided by RSA together with aerial photography supplemented by field notes and measurements.
- 4.2 Preliminary (35%) plans will be prepared for the various aspects of the design, as indicated below. The submission will be via electronic media only, formatted for printing on standard 11 x 17 inches paper.
 - a. *Connection.* Plans will be prepared for signing, striping and other features as approved for the section of California Drive under SR 29 between the end of the trail on the west side of the highway and existing facilities on the east side. Attention will be paid to the need for equipment at the railroad grade crossing, though design of a signal or other electronic crossing signals is specifically excluded from this scope of services.
 - b. *Crossings Adjacent to Unsignalized Intersections.* Plans will be prepared for signing and striping changes as well as any enhancements identified through the review process detailed in Task 2 for the two crossings that are adjacent to unsignalized intersections. Minor enhancements, such as flashing beacons, are assumed to be included in the design.
 - c. *Crossings Adjacent to Signalized Intersections.* Plans will be prepared for signing and striping changes as well as any enhancements identified through the review process detailed in Task 2 for the two crossings that are adjacent to signalized intersections. Note that plans for improvements to the traffic signals are specifically excluded.
 - d. *Crossing at Trower Avenue.* Plans will be prepared for signing and striping changes associated with the new crossing as well as for the modifications to the adjacent signals necessary to accommodate the new phase. Existing and proposed poles, cabinets, vehicle and pedestrian heads, vehicle and bicycle detection, and street lights will be included on the plans.
 - e. **Crossings at Salvador Avenue and Wine Country Avenue. Plans will be prepared showing modifications to the adjacent signals on SR 29 to include signalization of**

the Solano Avenue intersections. Plans will be formatted for submittal to Caltrans, and it is assumed that the design approach will match the Trower Avenue/Solano Avenue-Trower Avenue/SR 29 combined signal. Preparing or negotiating a maintenance or operations agreement between Caltrans and the City of Napa is not included in this scope.

The work includes a field review, preparing a Caltrans permit application for the City's signature (fees, if any, to be paid by others), completing designs and making 65%, 95%, and final submittals, attending up to two review meetings at Caltrans, preparing technical specifications in Caltrans format, and preparing construction cost estimates.

- 4.3 Comments from City and Caltrans staff will be addressed and a 65% submittal set of the PS&E will be prepared as follows.
- a. The traffic signal modification plans will be expanded to include equipment and conductor schedules as well as appropriate details and notes. Similar levels of detail will be provided for any crossing enhancements as well as signing and striping.
 - b. Typical details, construction details, notes, legends and quantities will be added to the plans.
 - c. Special Provisions will be prepared based on the Caltrans Special Provisions and modified to meet the requirements of the agency having jurisdiction over each crossing location. Contract bid documents are specifically excluded from this task.
 - d. A cost estimate will be provided based on the quantities identified in the 90% plan set.
 - e. Written responses will be provided regarding any comments not addressed through changes to the plans, specifications and estimates.
 - f. The plans, special provisions, cost estimate and written responses to comments will be submitted electronically.
- 4.4 Based on direction received from staff having jurisdiction over each design location, Semi-final (95% submittal) PS&E will be prepared to address comments on the 65% submittal. Written responses to will be prepared to address any comments not addressed directly through changes to the 65% submittal materials.
- a. The 95% plans, special provisions, cost estimate and written responses to comments will be submitted electronically.
- 4.5 Final (100% submittal) plans will be prepared, including all information previously identified and modified to incorporate changes based on comments from City staff on the Preliminary plans.
- a. The Special Provisions will be updated to address staff comments and finalized.
 - b. The cost estimate will be updated to address staff comments and finalized.
 - c. The plans will be submitted electronically as well as in full-size (24"x36") plots; the plots will be on a reproducible medium such as mylar or vellum and will be wet-signed. Special Provisions and the cost estimate will be provided electronically.

Task 5: Construction Support

- 5.1 The Project Engineer will be available to respond to questions during the bidding phase of the project.**
- 5.2 The Project Engineer will be available to review submittals and determine if materials meet the specifications and respond to questions from the Contractor. Note that no field visits are included in this scope of work.**



November 20, 2013
NCTPA Agenda Item 9.1
Continued From: New

Action Requested: INFORMATION/ACTION

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nctpa.net
SUBJECT: Legislative Update and State Bill Matrix

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board receive the monthly Federal and State Legislative Update.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The Board will receive a Federal legislative update and State legislative update (Attachment 1) from Platinum Advisors.

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

Government Shutdown

Last month, staff presented an oral report to the board that a deal was reached to resolve issues between House Republicans and Democrats over the budget and demands made by House Republicans to modify the Affordable Care Act. Specifically, an agreement was reached between Senate leaders Harry Reid (D-Nevada) and Mitch McConnell (R-Kentucky) that ended the 16-day federal government shutdown and averted defaulting on the federal government's \$16.7 trillion debt.

The agreement funds the federal government at post-sequestration spending levels through January 15, and extends its borrowing authority to February 7. The deal did not result in changes to the Affordable Care Act as demanded by House Republicans. The deal, did however, require that the House and Senate create a process for future budget negotiations by December 13th in order to avoid future shutdowns. The Reid-McConnell compromise resulted in an 81-18 vote in the Senate and 285-144 vote in the House to approve the Senate plan. President Obama signed the bill into law shortly thereafter.

Insiders are optimistic that Congress will pass an omnibus appropriations bill before the January 15 deadline when the continuing resolution will expire.

State Update

See attached report from Platinum Advisors

SUPPORTING DOCUMENTS

Attachments: (1) November 7, 2013 State Legislative Update
(2) November 7, 2013 State Bill Matrix



November 7, 2013

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

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

The End: The Legislature is in recess until January 6, 2014, and Governor Brown completed his actions on all bills sent to his desk. The sign veto tally is 800 bills signed and 96 bills vetoed. While the veto rate was low when compared to many other Administrations, the 11% veto rate is consistent with Governor Brown's prior veto rates of 12% in 2012 and 14% in 2011. Governor Brown still owns the record for the lowest veto rate of 1.8% set in 1982. The highest veto rate was by Governor Schwarzenegger in 2008 at 35%.

Again, all two-year bills must be out of their house of origin by the end of January in order to remain alive. In addition, bills held on the Suspense Files in either the Senate or Assembly Appropriations Committees are also considered two-year bills, but these measures rarely move forward once they are held.

The Numbers: The State received \$8.5 billion in tax revenues in September, beating expectations by \$427 million. The numbers for October should be available next week. Personal income taxes in September were up \$460 million, or 9.5%, primarily fueled by higher than forecasted capital gains taxes. Sales taxes were also up by \$167 million, or 9.7%. However, corporate tax receipts were below estimates by \$80 million, or 9.0%. For the first three months of the fiscal year general fund revenues reached \$20.2 billion, about \$100 million more than the Budget Act estimate.

Mega-Projects: The Senate Committee on Transportation & Housing will hold the first in a series of three hearings on November 13 in Sacramento to examine the delivery of "mega-projects." The hearings will build on Senator DeSaulnier's legislative efforts this past year. Governor Brown signed SB 425 (DeSaulnier), a scaled back proposal that which allows a public agency to create a peer review group for any project. Prior versions of the bill required establishing a peer review group for any project with a cost exceeding \$1 billion. In addition, the Governor vetoed SB 110 (DeSaulnier), which would have created a safety review task force for the east span of the Bay Bridge.

The planned series of hearings will focus on improving the oversight and minimizing risks associated with mega-projects. The November 13th hearing in Sacramento will provide background on prior mega-project experiences such as Boston's Big Dig. The remaining two hearings will look at the Bay Bridge project, and Caltrans management. The remaining two hearing have not been scheduled yet. The outcome of these hearings will help draft legislation for managing future mega-projects, such as High Speed Rail and the Delta water diversion project.

Infrastructure Bank: The Infrastructure and Economic Development Bank (I-Bank) adopted changes to its Infrastructure State Revolving Fund Program. The most significant changes are expanding the range of loans, and adding "Economic Expansion Projects" to the list of eligible projects. Prior loans ranged from \$250,000 to \$10 million. The new range is from \$50,000 to \$25 million, and larger loans can be approved if conditions warrant. The new category of Economic Expansion Projects includes educational, industrial, commercial, recreational, and social welfare projects. Infrastructure projects already eligible for loans, but will benefit from the higher limits, include city streets, county highways, as well as drainage, water supply and flood control projects.

SGC Draft Guidelines: The Strategic Growth Counsel (SGC) adopted the revised guidelines for the next round of grants from the Sustainable Communities Planning Grant & Incentive Program. The changes primarily focus the grant program on implementation of SB 375 and evaluation of project outcomes. The Department of Conservation it expected to open the solicitation process by the end of November, followed by a series of workshops. Applications would be due in February, and the SGC will award the funds at its May 19, 2014 meeting. Additional information and a copy of the guidelines can be found at:
http://sgc.ca.gov/planning_grants.html

Coordination: The Governor's Reorganization Plan created the California State Transportation Agency (CalSTA), but it separated the Department of Housing & Community Development (HCD) from transportation. Given the increasingly important link between transportation and housing, the Reorganization Plan directed the CalSTA and the Business, Consumer Services & Housing Agency (BCSH) to coordinate policy and programs, but the Plan provided little direction on how to carry that out. Recently, the CalSTA and the BCSH Agency agreed to a "charter" outlining the coordination process. One of the objectives of the charter is to determine opportunities for integrated housing and transportation planning and investment.

The charter creates a Steering Committee that will meet quarterly to establish direction and goals, and monitor progress of meeting those priorities. This group includes the Secretaries from both agencies as well as the Directors from HCD, Caltrans, the CTC, and the California Housing Finance Agency. A subgroup, or Workgroup, will be formed consisting of the deputies as well as representatives from the Office of Planning & Research and the High Speed Rail Authority. While the charter mentions "transparency" these meetings will likely not be open to the public.

Zero Emission Vehicles: California signed on to an MOU with the states of New York, Massachusetts, Maryland, Connecticut, Rhode Island, Maryland, and Oregon to get 3.3 million zero emission vehicles on the road by 2025. These states will convene a taskforce to share

ideas on expanding the fueling and charging network for electric and hydrogen vehicles. The main purpose of this MOU is to pool each state's policy resources, share solutions, and primarily raise awareness about expanding the use of zero emission vehicles.

Climate Agreement: Governor Brown joined via teleconference Governor Kitzhaber of Oregon, Governor Inslee of Washington and the British Columbia Premier to announce what is being called an historic partnership that will align each state's policies on combating climate change and promoting clean energy. The transportation section of the compact seeks to harmonize 2050 greenhouse gas reduction targets, sets a goal of 10% zero emission vehicles for public and private fleets by 2016, adopting low carbon fuel standards, deploying high speed rail across the region, and support emerging markets and innovation for alternative fuels.

Economic Summit: This week LA will host the second California Economic Summit. The first Summit was held last year in Santa Clara. The focus of this summit will be investing in people and infrastructure and streamlining the regulatory process. While the "charters" for the "action teams" are posted, the Infrastructure Action Team is the only report available so far. Its main points include lowering the voter threshold to approve local taxes, increasing the fuel excise tax, expanding the use of design-build contracting, and enacting a new form of tax increment financing. *With the goal of increasing the use of zero emission vehicles and the reported decline in the use of gasoline, at some point these reports will need to start focusing on new methods to finance our transportation infrastructure that does not rely on the fuel excise tax.*

AB 32 Scoping Plan: Following a series of workshops this summer, the California Air Resources Board released a discussion draft of its AB 32 Scoping Plan update. The Board was provided a brief updated at the October 24th meeting, and a more in depth Board discussion on the Scoping Plan is set for the December meeting, which will provide an additional opportunity for public comment. The Board is not expected to adopt the updated Plan until spring 2014.

The discussion plan continues to focus on the same six areas – Energy, Transportation-Land Use-Fuels & Infrastructure, Agriculture, Water, Waste Management, and Natural & Working Lands. While the transportation piece focuses the implementation of sustainable communities strategies and goods movement, the new report also mentions several times the need to provide easy and equitable access to public transit and the need to expand the use of zero or near zero emission transit vehicles. A copy of the discussion draft AB 32 Scoping Plan can be found at: http://www.arb.ca.gov/cc/scopingplan/2013_update/discussion_draft.pdf

Pension Reform Initiative: A group of Mayors lead by San Jose Mayor Chuck Reed submitted an initiative proposal to enact the Pension Reform Act of 2014. Title and summary are expected to be complete by December 5, at which time signature gathering process may start in order to place this proposal on the November 2014 ballot.

The proposal would amend the California Constitution to remove the contractual right that pension and retiree health care benefits cannot be changed once the employee is hired. A copy of the draft initiative can be found here: <https://oag.ca.gov/system/files/initiatives/pdfs/13-0026%20%2813-0026%20%28Pension%20Reform%29%29.pdf>

AB 1222 Implementation: CalPERS is expected to send a notice to all affected transit operators explaining the implementation of AB 1222. This notice will be followed by an Employer Circular. The notice and circular will provide details to operators on how AB 1222 should be implemented, including what transit operators should do with any employee contributions collected under PEPRA. This information will also be posted on CalPERS' Pension Reform Impact webpage at:

<http://www.calpers.ca.gov/index.jsp?bc=/member/retirement/pension-reform-impacts.xml&pst=ACT&pca=ST>

AB 1222 (Bloom & Dickinson) reflects an agreement reached between Governor Brown and US Department of Labor on a path forward on resolving whether California's recently enacted Public Employees' Pension Reform Act (PEPRA) conflicts with federal law. As you are aware USDOL notified 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.



November 7, 2013

All two-year bills must be out of their house of origin by the end of January in order to remain alive. In addition, bills held on the Suspense Files in either the Senate or Assembly Appropriations Committees are also considered two-year bills, but these measures rarely move forward once they are held.

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>AB 431 (Mullin D) Regional transportation plan: sustainable communities</p>	<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 & recreation.</p>	<p>ASSEMBLY TRANSP – Two Year Bill</p>	<p>WATCH</p>
<p>AB 513 (Frazier D) Tire recycling program: rubberized asphalt.</p>	<p>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.</p>	<p>Signed Into Law Chapter 499</p>	<p>SUPPORT</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>AB 574 (Lowenthal D) 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 & 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"> • Funding for transit operations, maintenance, and infrastructure; • Clean transportation fueling infrastructure; • Transportation demand management; • Road and bridge maintenance and retrofits for complete streets, bike and pedestrian enhancements; • Safe routes to schools; • Regional and interregional rail modernization; • Community infrastructure to support transit oriented developments, affordable housing, infill, and walkable communities, and • Other uses that reduce GHG emissions. 	<p>ASSEMBLY APPR – Held on Suspense</p> <p>Two Year Bill</p>	<p>SUPPORT</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>AB 1002 (Bloom D) 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"> • 50% appropriated to cities and counties on a per capita basis for planning and implementation of sustainable communities strategies. • 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. • 10% appropriated to MPOs and RTPAs to be used for competitive grants for implementing sustainable communities strategy programs. 	<p>ASSEMBLY LOC GOV Two-Year Bill</p>	<p>WATCH</p>
<p>AB 1222 (Bloom D) 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>Signed Into Law Chapter 527</p>	<p>WATCH</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>AB 1290 (John A. Pérez D) Transportation planning.</p>	<p>Governor Brown Vetoed AB 1290.</p> <p>The veto message stated, <i>“The author's intent for this bill is to ensure the state's transportation planning policy focuses on air quality and land use issues. The Governor's Reorganization Plan that went into effect July 1 of this year requires the Department of Transportation, the Department of Housing and Community Development, and the Commission to coordinate housing and transportation policies and programs. I think these changes will fully satisfy the author's objectives for this bill.”</i></p> <p>The bill proposed to expand 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>	Vetoed	WATCH

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>AB 1371 (Bradford D) 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"> • 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, • The driver operates to the left of the pavement markings only as long as reasonable necessary to complete the passing maneuver. 	<p>Signed Into Law Chapter 331</p>	<p>SUPPORT</p>
<p>SB 1 (Steinberg D) Sustainable Communities Investment Authority.</p>	<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>	<p>Senate Floor -- Inactive File Two-Year Bill</p>	<p>WATCH</p>
<p>SB 469 (Corbett D) Public contracts: local agencies: public transit vehicles.</p>	<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>	<p>SENATE T. & H – Two-Year Bill</p>	<p>WATCH</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>SB 556 (Corbett D) 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 – Inactive File Two-Year Bill</p>	<p>WATCH</p>
<p>SB 613 (DeSaulnier D) Bay Area Toll Authority</p>	<p>SB 613 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>	<p>Signed Into Law Chapter 603</p>	<p>WATCH</p>
<p>SB 791 (Wyland R) Motor vehicle fuel tax: rate adjustment</p>	<p>SB 791 remains in the Senate Committee on Transportation & Housing. The author pulled the bill from the April 30th 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>	<p>SENATE T & H – Two Year Bill</p>	<p>OPPOSE</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>SB 792 (DeSaulnier D) 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 Suspense</p> <p>Two Year Bill</p>	<p>WATCH</p>
<p>SCA 4 (Liu D) Local government transportation projects: special taxes: voter approval.</p>	<p>SCA 4 was approved by the Senate Committee on Transportation & Housing, and has since been referred to the Senate Committee on Appropriations.</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"> • Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes, • Includes a requirement for annual audits, and • Requires the creation of a citizens' oversight committee. 	<p>SENATE APPRS – Two-Year Bill</p>	<p>SUPPORT & SEEK AMENDMENTS</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>SCA 8 (Corbett D) Local government transportation projects: special taxes: voter approval.</p>	<p>SCA 8 was approved by the Senate Committee on Transportation & Housing, and has since been referred to the Senate Committee on Appropriations.</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 change.</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"> • Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes, • Includes a requirement for annual audits, and • Requires the creation of a citizens' oversight committee. 	<p>SENATE APPRS – Two-Year Bill</p>	<p>SUPPORT</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
<p>SCA 11 (Hancock D) Local government: special taxes: voter approval.</p>	<p>SCA 11 was approved by the Senate Committee on Elections & Constitutional Amendments. The measure has since been referred to the Senate Committee on Appropriations.</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 & 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"> • Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes, • Includes a requirement for annual audits, and • Requires the creation of a citizens’ oversight committee. 	<p>SENATE APPRS – Two-Year Bill</p>	<p>SUPPORT</p>



November 20, 2013
NCTPA Agenda Item 9.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nctpa.net
SUBJECT: 2014 Federal and State Legislative Program and Project Priorities

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the 2014 State and Federal Legislative Advocacy programs.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee recommends that the NCTPA Board approve the 2014 Federal and State Legislative Program and Project Priorities.

EXECUTIVE SUMMARY

Attachment 1 contains the proposed 2014 Federal and State Legislative Agenda and Project Priorities. The Agenda and Priorities is a strategy to help focus agency efforts to meet agency key goals and objectives.

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

Adopting the 2014 Federal and State Legislative Agenda and Project Priorities is part of a larger initiative to better focus agency resources and efforts in order to attain critical planning objectives, including rehabilitating and enhancing Countywide highways, streets, and roads, reducing harmful auto emissions, building adequate pedestrian and bicycle facilities, responding to State, Federal, and regional mandates, and ensuring revenues are available to meet these demands. The Legislative Agenda is intended to help guide the Board's direction to staff on legislative advocacy and regulatory issues affecting the agency and transportation and land use issues facing all the jurisdictions in Napa County.

The proposed Legislative Agenda focuses largely on funding, streamlining project delivery, reducing congestion and improving the environment. The projects listed are key priorities currently in various stages of planning that are not fully funded and have been deemed significant by the public and/or NCTPA's transportation partners.

SUPPORTING DOCUMENTS

Attachment: (1) 2014 Federal and State Legislative Advocacy Programs and Project Priorities

2014 Federal and State Legislative Advocacy Program and Project Priorities

Federal Legislative Advocacy Program

- Revenues
 - Work closely with legislators, Caltrans, regional agencies, and transportation partners on a new Transportation Authorization that sufficiently increases transportation revenues builds on framework established by Moving Ahead for Progress in the 21st Century (MAP-21).
 - Support efforts that would restore revenues to the Highway Trust Fund and Mass Transit Account
 - Support efforts that protect transportation programs subject to sequestration
 - Increase appropriations levels for Small Starts projects

State Legislative Advocacy Program

- Revenues
 - Work closely with state legislators and agencies to maximize AB 32 Cap and Trade revenues for transportation projects and initiatives and apportion funds directly to regions.
 - Support efforts to lower the 2/3rds voting threshold for local transportation sales tax measures
 - Support efforts that identify longer term and permanent solutions to address transportation infrastructure funding shortfalls
 - Protect transportation funds from strategies that allow diversion of these revenues for general fund purposes
 - Maximize the sub-allocation of MAP-21 federal transportation funds to metropolitan areas
 - Support efforts to identify revenues and mechanisms to implement redevelopment projects and support priority development areas
 - Revenues that prioritize maintenance and enhancements of existing transportation infrastructure.
 - Support efforts that maximize urbanized area eligibility and program flexibility in the Active Transportation Program
 - Support efforts that would allow local jurisdictions to prioritize the proceeds of state transportation parcel sells in Napa County.
- Project Delivery
 - Support efforts to streamline project delivery requirements and reduce costs for delivering projects.
 - Support efforts that streamline California Environmental Quality Act processes.

- Environment
 - Support regulatory and legislative efforts to encourage van pools, transit use, and alternative commute options
 - Support regulatory efforts that encourage green business practices
 - Support programs that assist employers in meeting the SB 1339 requirements.
- Congestion Relief
 - Support efforts to establish and maintain HOV lanes on State Highways
 - Support Caltrans efforts to expand traveler information and other solutions that reduce congestion and increase throughput
- Regulatory Reform
 - Support legislation to exempt public transit vehicles from state and local truck route ordinances.

Project Priorities

- Improvements to State Route 29 prioritized in the State Route 29 Gateway Corridor Plan, including improvements to key intersections such as Soscol Avenues and Airport Blvd.
- Projects located in the County's two Priority Development Areas
- Transit Maintenance Facility
- Fueling Facility
- Projects included in Plan Bay Area for Napa's jurisdictions.
- Transit System Communications Upgrades
- Vine Trail
- Pedestrian and Bicycle Infrastructure, Wayfinding, and Safety
- Bus rapid corridor improvements on major corridors.
- Upgrades to Soscol Gateway Transit Center