



625 Burnell Street, Napa CA 94559

## Napa County Transportation and Planning Agency (NCTPA)

### Board of Directors

### AGENDA

Wednesday, June 19, 2013  
1:30 p.m.

NCTPA/NVTA Conference Room  
625 Burnell Street  
Napa CA 94559  
(Note Meeting Location)

### General Information

*All materials relating to an agenda item for an open session of a regular meeting of the NCTPA Board of Directors are posted on our website at [www.nctpa.net/agendas-minutes/12](http://www.nctpa.net/agendas-minutes/12) at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NCTPA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NCTPA holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NCTPA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.*

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

*This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Karrie Sanderlin, NCTPA Board Secretary, at (707) 259-8631 during regular business hours, at least 48 hours prior to the time of the meeting.*

*This Agenda may also be viewed online by visiting the NCTPA website at [www.nctpa.net](http://www.nctpa.net), click on Minutes and Agendas – NCTPA Board or go to [www.nctpa.net/agendas-minutes/12](http://www.nctpa.net/agendas-minutes/12)*

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

**ITEMS**

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

Members:

|                       |                                  |
|-----------------------|----------------------------------|
| Joan Bennett          | City of American Canyon          |
| Leon Garcia, Mayor    | City of American Canyon          |
| Chris Canning, Mayor  | City of Calistoga                |
| Michael Dunsford      | 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, Board Members’ and Metropolitan Transportation Commission (MTC) Update
6. Director’s Update
7. Caltrans’ Update

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

| <b>8. <u>CONSENT ITEMS (8.1 – 8.4)</u></b>   | <b><u>RECOMMENDATION</u></b> | <b><u>TIME</u></b> |
|--|------------------------------|--------------------|
| 8.1 Approval of Meeting Minutes of May 15, 2013 (Karrie Sanderlin) <i>(Pages 9-13)</i>                                   | APPROVE                      | 1:40 PM            |
| 8.2 Approval of Amendment to the Rental Agreement with the Napa Valley Exposition (Lawrence Gawell) <i>(Pages 14-16)</i> | APPROVE                      |                    |

Board action will approve an amendment to the agreement with the Napa Valley Exposition, which will extend the VINE bus parking lease for six (6) months, in an amount not to exceed \$12,000.

- 8.3 Approval of NCTPA Agreement No. 13-08 with Circlepoint (Lawrence Gawell) *(Pages 17-33)* APPROVE

Board action will approve an agreement with Circlepoint for on-call marketing and public relations services in an amount not to exceed \$227,000.

- 8.4 Approval of Resolution No. 13-11 Authorizing the FY 2013-14 Blanket Purchase Agreements (BPA) for Planning and Transit Services (Antonio Onorato) *(Pages 34-38)* APPROVE

Board action will approve Resolution No. 13-11 authorizing the FY 2013-14 BPA's for the Planning and Public Transit fund for various vendor services that are of reoccurring and routine nature in an amount not to exceed \$2,028,400.

- 8.5 Safe Routes to School (SRTS) Resolution of Local Support (Eliot Hurwitz) *(Pages 39-43)* APPROVE

Board action will approve the Safe Routes to School Resolution of Local Support.

9. **PUBLIC HEARING**

- 9.1 Public Hearing and First Reading of NCTPA Ordinance 2013-01 (Janice Killion) *(Pages 44-60)*

Board action will hold a public hearing and conduct a first reading and notice of its intent to adopt an ordinance permitting parking in NCTPA parking facilities, prohibiting smoking at the Soscol Gateway Transit Center, and restricting access to the Soscol Gateway Transit Center's Bus Bays exclusively to VINE vehicles.

**RECOMMENDATION**      **TIME**

APPROVE      1:45 PM

| 10.  | <b><u>REGULAR AGENDA ITEMS</u></b>  | <b><u>RECOMMENDATION</u></b> | <b><u>TIME</u></b> |
|------|---|------------------------------|--------------------|
| 10.1 | <p>Legislative Update and State Bill Matrix (Kate Miller) (<i>Pages 61-74</i>)</p> <p>Board action will receive the monthly Legislative Update and approve staff recommendations on pending state bills.</p>  | APPROVE                      | 2:00 PM            |
| 10.2 | <p>Approval of Amendment #8 of the Transit Services Agreement No. 10-01 between the Napa County Transportation and Planning Agency (NCTPA) and Veolia Transportation Inc. (Tom Roberts) (<i>Pages 75-80</i>)</p> <p>Board action will approve Amendment #8 to Agreement No. 10-01 for additional vehicle maintenance and customer service staff support in an amount not to exceed \$230,182.</p>               | APPROVE                      | 2:15 PM            |
| 10.3 | <p>Transportation Development Act Article 3 (TDA-3) Call for Projects (Eliot Hurwitz) (<i>Pages 81-97</i>)</p> <p>Board action will approve the TDA-3 Call for Projects</p>   | APPROVE                      | 2:25 PM            |
| 10.4 | <p>Approval of Work Authorization No. 5 to Contract No. 12-29 for On-Call Engineering and Architectural Services (Eliot Hurwitz) (<i>Pages 98-125</i>)</p> <p>Board action will approve Work Authorization No. 5 to Contract 12-29 awarding the Environmental Studies and 95% design work for the Solano Avenue Bike Path Project to Riechers Spence &amp; Associates in an amount not to exceed \$765,600.</p> | APPROVE                      | 2:35 PM            |

- |      |   |                              |                    |
|------|---|------------------------------|--------------------|
| 10.5 | Update on Management and Workflow Software to Manage the Electronic Dissemination of Board Agendas (Karrie Sanderlin) <i>(Pages 126-156)</i>  | INFORMATION                  | 2:45 PM            |
|      | Staff will provide a brief description of the services provided by Granicus Inc. for provision of Government Agenda Management & Workflow software (Legislative Management Suite) and Audio/Video Streaming Solutions (Granicus Open Platform). |                              |                    |
| 10.6 | NCTPA FY 2012-13 Third Quarter Financial Statements (Antonio Onorato) <i>(Pages 157-170)</i>  | INFORMATION                  | 2:55 PM            |
|      | The NCTPA FY 2012-13 Third Quarter Financial statements will be provided for review.  |                              |                    |
| 10.7 | New Flyer Bus Fleet Update (Matthew Wilcox) <i>(Pages 102-103)</i>  | INFORMATION                  | 3:10 PM            |
|      | Staff will provide an update on the current status of maintenance issues of the eight New Flyer buses.  |                              |                    |
| 11.  | <b><u>INTERJURISDICTIONAL ISSUES FORUM</u></b>  | <b><u>RECOMMENDATION</u></b> | <b><u>TIME</u></b> |
| 11.1 | Special Presentation  |                              | 3:20 PM            |
| 11.2 | Interjurisdictional Issues Discussion Forum and Information Exchange  |                              | 3:40 PM            |
|      | Board Members are encouraged to share specific new projects with interjurisdictional impacts.   |                              |                    |
| 12.  | <b><u>CLOSED SESSION</u></b>  |                              | 3:45 PM            |
| 12.1 | <b>PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)</b>   |                              |                    |
|      | <u>Title:</u> Executive Director  |                              |                    |

- |     |   |                              |         |
|-----|---|------------------------------|---------|
| 13. | <b><u>FUTURE AGENDA ITEMS</u></b>                                 |                              | 4:00 PM |
| 14. | <b><u>ADJOURNMENT</u></b>   | <b><u>RECOMMENDATION</u></b> | 4:05 PM |
|     | 14.1 Approval of Meeting Date of July 17,<br>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 June 14, 2013.

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

## Glossary of Acronyms

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

## Glossary of Acronyms

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

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

**Board of Directors**

**MINUTES**

**Wednesday, May 15, 2013**

**ITEMS**

**1. Call to Order**

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

**2. Pledge of Allegiance**

Supervisor Mark Luce led the salute to the flag.

**3. Roll Call**

**Members Present:**

**Voting Power**

|                  |                         |     |
|------------------|-------------------------|-----|
| Belia Bennett    | City of American Canyon | (1) |
| Joan Bennett     | City of American Canyon | (1) |
| Michael Dunsford | City of Calistoga       | (1) |
| Scott Sedgley    | City of Napa            | (4) |
| Jill Techel      | City of Napa            | (6) |
| Keith Caldwell   | County of Napa          | (2) |
| Bill Dodd        | County of Napa          | (2) |
| Ann Nevero       | City of St. Helena      | (1) |
| Peter White      | City of St. Helena      | (1) |
| John Dunbar      | Town of Yountville      | (1) |

**Members Absent:**

|               |                    |     |
|---------------|--------------------|-----|
| Chris Canning | City of Calistoga  | (1) |
| Lewis Chilton | Town of Yountville | (1) |

**Non-Voting Member Present:**

|                 |                                  |     |
|-----------------|----------------------------------|-----|
| JoAnn Busenbark | Paratransit Coordinating Council | (0) |
|-----------------|----------------------------------|-----|

**4. Public Comment**

None.

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

*MTC Commission Update*

*Board Member Bill Dodd*

Reported on MTC activities to date.

**6. Director's Update**

*Kate Miller, Executive Director*

Provided a debriefing on the Bottle Rock event.

Reported that NCTPA and the VINE Trail are preparing a \$4 million application for FHWA TIGER funds to complete the alignment between Napa and Yountville which will include transit improvements to the agency's park and ride at Yountville, pedestrian improvements adjacent to the veteran's home and along Solano Avenue, and street improvements.

Reported this month's VINE ridership is the 5<sup>th</sup> consecutive month of double digit ridership increases. System wide there was a 20% increase. The VINE commuter routes were up 34.5% and the VINE local routes were up 18.7%. Calistoga continues to lead the pack at 307.3%

Reported that staff attended the California Transportation Commission meeting in Los Angeles to request a \$2 million supplemental STIP allocation for Jameson Canyon which was approved.

Reported that staff attended the California Transit Association Spring Legislative Conference including implementation of the federal authorization, MAP-21, and a session that included a talk about the state of transportation funding, remedies being discussed to address the issues including Cap and Trade.

**7. Caltrans' Update**

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

8. **CONSENT ITEMS (8.1 – 8.4)**

**MOTION MOVED by DODD, SECONDED by SEDGLEY, with WHITE and B. BENNETT ABSTAINING, to APPROVE Consent Items 8.1 – 8.4. Motion Passed 18-0.**

**8.1 Approval of Meeting Minutes of April 17, 2013**

**8.2 Safe Routes to School (SRTS) Project Approval**

Board action approved the Safe Routes to School project submittal.

**8.3 Approval of Third Amendment to NCTPA Agreement No. 10-23 with Mark Thomas & Company, Inc. for Work Associated with On-Call Engineering and Project Delivery Services**

Board action approved an amendment to the contract with Mark Thomas & Company, Inc. which extends the period of performance under NCTPA Agreement No. 10-23 to June 30, 2013 at no additional cost.

**8.4 Approval of Forth Amendment to NCTPA Agreement No. 10-20 with CH2MHILL, Inc. for Work Associated with On-Call Engineering and Project Delivery Services**

Board action approved an amendment to NCTPA Agreement No. 10-20 with CH2MHILL, Inc. which extends the period of performance until June 30, 2013 at no additional cost.

9. **PUBLIC HEARING**

**9.1 Public Hearing on the NCTPA FY 2013-14 Budget; Approval of Resolution No. 13-09 Adopting the NCTPA FY 2013-14 Budget; and Approval of Resolution No. 13-10 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) for Allocation of Transit Development Act (TDA), State Transit Assistance (STA), and Regional Measure 2 (RM2) Funds**

Chair Caldwell opened the Public Hearing at 1:59 p.m.

Staff reviewed the proposed FY 2013-14 NCTPA Budget.

Being no Public Comment, Chair Caldwell closed the Public Hearing at 2:03 p.m.

**MOTION MOVED by TECHEL, SECONDED by DODD to APPROVE (1) Resolution No. 13-09 adopting the NCTPA FY 2013-14 budget of**

\$26,411,500; (2) Authorizing a Transportation Development Act (TDA) claim in the amount of \$13,495,900; (3) Resolution No. 13-10 authorizing the filing with MTC for allocation of TDA, STA, and RM2 funds; and (4) Authorizing the Executive Director or designee to sign any claims, applications or agreements in order to move funds into the Agency or to Member Agencies. **Motion Passed 20-0.**

**10. REGULAR AGENDA ITEMS**

**10.1 Legislative Update and State Bill Matrix**

Staff reviewed the monthly Legislative and State Bill Matrix

**MOTION MOVED** by **DODD**, **SECONDED** by **J. BENNETT** to **APPROVE** staff recommendation on pending state bills. **Motion Passed 20-0.**

**10.2 Napa County Priority Conservation Area (PCA) Project Approval**

Staff reviewed the final Priority Conservation Area (PCA) project list.

**MOTION MOVED** by **DODD**, **SECONDED** by **SEDGLEY** to **APPROVE** the final Priority Conservation Area (PCA) project list as shown below. **Motion Passed 20-0.**

| Sponsor        | Project Title  | Project Description  | Funding Request |
|----------------|--|--|-----------------|
| Napa County    | Suscol Headwaters Preserve Acquisition/Silverado Trail Phase G pavement preservation | The project will acquire 400 acres of wildlife habitat and open space near Skyline Park. Land acquisition outside of a transportation right of way is not an eligible FHWA expense. To facilitate funding the project, the County will fund the land acquisition with eligible fund sources, and receive a like amount of FHWA funds from the PCA program for a FHWA eligible project. The County has proposed to pave a portion of Silverado Trail and provide local funds to for land acquisition. | \$1,107,000     |
| County of Napa | Silverado Trail Yountville-Napa Safety Improvements                                  | Project will improve safety at Silverado Trail and Yountville Crossroad by adding intersection safety lighting, constructing pavement widening to create a merge pocket and removing vegetation to improve visibility. It will also add rumble strips down the length of Silverado Trail from Yountville Crossroad to Trancas.   | \$ 143,000      |
| County of Napa | Oak Knoll Ave. Bicycle Lanes*  | Construct class II bike lanes on Oak Knoll from SR 29 to Silverado Trail.  | \$1,250,000     |

\*Back-up project

### **10.3 Soscol Gateway Transit Center (SGTC) Public Restroom Update**

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

Staff provided an update on issues related to the SGTC restrooms subsequent to the reopening of the restroom to the public.

### **10.4 Approval of Work Authorization 1 to NCTPA Agreement No. 12-23 with Kimley-Horn and Associates Inc. for Work Associated with On-Call Professional Planning Services**

Six (6) proposals were received in response to Task Order 4 seeking proposals from qualified firms under the terms of Request for Qualifications (RFQ) 2012-01 On-Call Planning Services for a Feasibility Study for a Transit Maintenance Yard and Fueling facility. After evaluation of the proposals, Kimley-Horn and Associates Inc. was selected for award of a task order contract for this study.

**MOTION MOVED** by **DODD**, **SECONDED** by **WHITE** to **APPROVE** Work Authorization to NCTPA Agreement No. 12-23 with Kimley-Horn and Associates Inc. for a Transit Maintenance Yard and Fueling Facility Feasibility Study in an amount not to exceed \$246,112. **Motion Passed 20-0.**

## **11. INTERJURISDICTIONAL ISSUES FORUM**

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

No Reports Given.

## **12. FUTURE AGENDA ITEMS**

None.

## **13. ADJOURNMENT**

### **13.1 Approval of Meeting Date of June 19, 2013 and Adjournment**

The next regular meeting will be held Wednesday June 19, 2013 at 1:30 p.m.

The meeting was adjourned by Chair Caldwell at 2:45 p.m.

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Karalyn E. Sanderlin, NCTPA Board Secretary



June 19, 2013  
NCTPA Agenda Item 8.2  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Lawrence E. Gawell, Program Manager-Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Approval of Amendment to the Rental Agreement with the Napa Valley Exposition

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to negotiate and execute an amendment to the rental agreement for the parking of NCTPA vehicles at the Napa Valley Exposition for a period of six (6) months in an amount not to exceed \$12,000.

### **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, 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 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 Amendment Agreement No. 2012-70 AM#1

**RENTAL AMENDMENT  
Agreement No. 2012-70 AM#1  
Date: May 24, 2013**

This Amendment by and between the **25<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Napa County Transportation & Planning Agency** hereinafter called the Renter.

WITNESSETH:

That Whereas, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use the Association premises: **July 1, 2013 through December 31, 2013 except August 2, 2013 through August 12, 2013 when all buses must be removed from the Associations premises.**

Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Rent - \$2,000.00 per month**

Total Contract Amendment - **\$12,000.**

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**25<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION**

**AKA NAPA VALLEY EXPOSITION  
575 Third Street  
Napa, CA 94559**

**Napa County Transportation &  
Planning Agency**

**625 Burnell Street  
Napa, CA 94559**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



June 19, 2013  
NCTPA Agenda Item 8.3  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Lawrence E. Gawell, Program Manager – Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Approval of NCTPA Agreement No. 13-08 with Circlepoint

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to enter into NCTPA Agreement No. 13-08 with Circlepoint for the provision of On-call Marketing and Public Relations Services for a period of one year in an amount not to exceed \$227,000.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

Two proposals were received in response to Request for Qualifications (RFQ) 2013-01 seeking proposals from qualified firms for On-call Marketing and Public Relations Services. After evaluation of proposals, staff recommends awarding Circlepoint a task order contract for a period of one year in an amount not to exceed \$227,000.

### **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: No on-call marketing and public relations services would be available.

**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 has a continuing need for marketing and public relations services to advertise transit services, to help with public relations and outreach, and to provide graphic services. RFQ 2013-01 was authorized by the Board at its October 17, 2011 meeting and issued on January 7, 2013. It sought proposals from qualified firms to provide On Call Marketing and Public Relations Services for the NCTPA. Two proposals were received and were evaluated by a selection panel composed of staff members from inside the agency.

Staff recommends that the Board authorize the Executive Director to enter into a Professional Services Agreement with Circlepoint for a period of one year in an amount not to exceed \$227,000.

**SUPPORTING DOCUMENTS**

Attachment: (1) NCTPA Agreement No. 13-08

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

**AGREEMENT NO. NCTPA 13-08**

THIS AGREEMENT is made and entered into as of this 19th day of June, 2013, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and **Circlepoint** whose mailing address is **1814 Franklin Street, Suite 1000, Oakland, CA 94612**, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, NCTPA wishes to obtain specialized services in marketing and public relations services on a task order basis for a variety of different projects to be undertaken by NCTPA through the Term of this Master Agreement, the general scope of which services are as described in NCTPA's Request for Qualifications #2013-01 dated January 7, 2013, attached hereto as **EXHIBIT A**; and

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

**TERMS**

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

**1. Term of the Agreement.** The term of this Agreement shall commence on the date first above written and **shall expire on June 30, 2014** unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention".

The term of this Agreement shall be to the date shown above with an option for one (1) additional year subject to review and recommendation of NCTPA, the satisfactory negotiation of terms, including price and the availability of appropriation.

CONTRACTOR shall begin work after receipt of a Project Work Order (**EXHIBIT B**) from NCTPA. CONTRACTOR shall thereupon work diligently and continuously to provide all required services and activities described herein.

## **2. Scope of Services.**

(a) CONTRACTOR shall provide NCTPA with services as directed by NCTPA in accordance with the RFQ or RFP and the terms and provisions of this Master Agreement.

(b) Under this Master Agreement, NCTPA shall have the right, at its sole and absolute discretion, to issue project specific Project Work Orders to CONTRACTOR, in the form attached as EXHIBIT B, requesting project-specific services under the general terms and provisions of this Master Agreement, and including a specific scope of services for each such project. Each Project Work Order shall incorporate the terms and provisions of this Master Agreement and the RFQ or RFP, and in conjunction therewith shall be deemed a separate contract for services.

(c) In case of any conflict between the terms of these documents, the order of precedent and control shall be as follows: (i) this Master Agreement, (ii) executed Project Work Order with respect to the project to which it applies, and (iii) the RFQ or RFP.

(d) The parties agree that any provision contained in CONTRACTOR'S proposal(s) that add to, vary or conflict with the terms of this Agreement are null and void.

## **3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NCTPA shall pay CONTRACTOR at the rate set forth in EXHIBIT B-1, attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum cumulative payments under this Agreement shall **not exceed a total of \$227,000** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

## **4. Method of Payment.**

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

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

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

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

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

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

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

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

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

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

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

insurance provided is primary coverage to NCTPA with respect to any insurance or self-insurance programs maintained by NCTPA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCTPA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, copies of the actual insurance policies or relevant portions thereof.

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

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

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

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

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

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

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

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

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

**14. Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party

shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

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

CONTRACTOR  
Ben Strumwasser  
Principle-in-Charge  
1814 Franklin Street, Suite 1000  
Oakland, CA 94612

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

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

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

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

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

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

that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NCTPA.

**17. No Assignments or Subcontracts.**

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

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

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

**19. Interpretation; Venue.**

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

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County,

California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement. Unless expressly agreed otherwise, NCTPA does not agree to arbitration.

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NCTPA by the State of California pursuant to Agreement between NCTPA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

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

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

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

**24. Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NCTPA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NCTPA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCTPA relating to this Agreement. CONTRACTOR agrees that if such

financial interest does exist at the inception of this Agreement, NCTPA may terminate this Agreement immediately upon giving written notice without further obligation by NCTPA to CONTRACTOR under this Agreement.

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

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

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

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

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

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

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

“NCTPA”

“CONTRACTOR”  
Circlepoint

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

By \_\_\_\_\_  
Ben Strumwasser, Principle-in-Charge

Approved as to Form:

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

# **EXHIBIT A**

## **RFQ #2013-01 AND CONTRACTOR PROPOSAL**

# EXHIBIT B

## PROJECT WORK ORDER NO.

PROJECT NAME:  
NCTPA PROJECT MANAGER:  
CONSULTANT DESIGNATED TEAM MEMBERS:

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated *MONTH XX, 20XX* and Fee Schedule attached as **EXHIBIT B-1**.

START DATE: *MONTH XX, 20XX*                      COMPLETION DATE: *MONTH XX, 20XX*

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$X,XXX

CHARGE NUMBER FOR PAYMENT: XXXX

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the "Master Agreement with (CONTRACTOR) dated *MONTH XX, 20XX*, which terms are hereby incorporated and made part of this Project Work Order.

NCTPA,

By: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

Title: Chairman of the Board, President or any Vice-President

Tax ID:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name

Title: Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer

APPROVED AS TO FORM:

By: \_\_\_\_\_

NCTPA Counsel

# EXHIBIT B-1

## COST AND LABOR RATES

### CIRCLEPOINT - Rates & Fees

#### 1. PROFESSIONAL SERVICES

|                        | PER HOUR  |
|------------------------|-----------|
| Principal              | \$ 240.00 |
| Senior Project Manager | \$ 180.00 |
| Project Manager        | \$ 140.00 |
| Senior Associate       | \$ 120.00 |
| Associate              | \$ 95.00  |
| Assistant/Coordinator  | \$ 75.00  |
| Clerical               | \$ 60.00  |

#### 2. CREATIVE & SUPPORTIVE SERVICES

|                             | PER HOUR  |
|-----------------------------|-----------|
| Art Director                | \$ 160.00 |
| Web/Senior Graphic Designer | \$ 95.00  |
| Graphic Designer            | \$ 75.00  |
| Copywriter/Editor           | \$ 100.00 |
| IT Director                 | \$ 175.00 |
| IT Support                  | \$ 75.00  |
| Accounting Manager          | \$ 130.00 |
| Accounting Clerk            | \$ 70.00  |

#### 3. SERVICES & REIMBURSABLE EXPENSES

|                               |  |
|-------------------------------|--|
| B&W Prints/Copies, in-house   | \$0.06-0.25/per page; page size<br>\$0.50-1.75/per page; paper |
| Color Prints/Copies, in-house | size   |
| Faxes                         | \$0.60/per page  |
| Postage                       | at cost  |
| Phone                         | at cost  |
| Mileage                       | per IRS standard mileage rate                                  |
| Vendor & Subconsultant Svcs   | 10% mark-up for administration                                 |

4. Expert witness testimony or technical assistance on legal matters shall be provided at the rate of \$300.00 per hour of witness and preparation time.

5. Sub-contractor/Consultant Fees - *See Contractor Cost Proposal to RFQ # 2013-01*



June 19, 2013  
NCTPA Agenda Item 8.4  
Continued From: New  
**Action Requested: APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Manager of Finance  
(707) 259-8779 / Email: [anonorato@nctpa.net](mailto:anonorato@nctpa.net)  
**SUBJECT:** Approval of Resolution No. 13-11 Authorizing the FY 2013-14 Blanket Purchase Agreements (BPA) for Planning and Transit Services

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### **RECOMMENDATION**

The NCTPA Board approve Resolution No. 13-11 (Attachment 1) approving the FY 2013-14 Blanket Purchase Agreements (BPAs) for the Planning and Public Transit services for various vendor services of a reoccurring and routine nature in an amount not to exceed \$2,028,400.

### **COMMITTEE RECOMMENDATION**

None

### **PROCEDURAL REQUIREMENTS**

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

### **EXECUTIVE SUMMARY**

Approval of vendor services deemed reoccurring and routine is a component of the NCTPA budget process. Based upon state law, professional service agreements and BPAs that exceed \$50K aggregate must be reviewed by the NCTPA Board.

BPA's are set up for the year based upon the previous year's experience. BPA's are designed to renew annually.

In FY 2012-13, NCTPA programmed (not to exceed) \$2,010,500 for its BPA expenditures for 56 vendors. The Agency has decided to increase the BPA list to include vendors who provide services to NCTPA on a regular basis that are of a routine nature such as printing, office supplies, fuel, telecommunications and utilities. The number of vendors for FY 2013-14 has increased to sixty (60) vendors. Based upon increased volume of vendors, the total BPA expenditure for FY 2013-14 is expected to be (not to exceed) \$2,028,400.

Please note that these expenses are included in the FY 2013-14 budget and do not represent a request for new or additional funding.

**Napa County Transportation & Planning Agency  
Blanket Purchase Agreement Summary Sheet  
July 1, 2013 to June 30, 2014**

| Expense Category                                      | 2013-14 Amount<br>Not to Exceed | 2012-13<br>Amount Not<br>to Exceed |
|---|---------------------------------|------------------------------------|
| <b>Advertising/Marketing Total</b>                    | \$89,400                        | \$89,400                           |
| <b>Books/Media/Periodicals/Subscriptions Total</b>    | \$4,000                         | \$1,530                            |
| <b>Business Travel/Mileage Total</b>                  | \$1,000                         | \$1,000                            |
| <b>Communications/Telephone Total</b>                 | \$5,800                         | \$5,800                            |
| <b>Consulting Services Total</b>                      | \$5,000                         | \$5,000                            |
| <b>Employee Benefits Total</b>                        | \$26,500                        | \$26,500                           |
| <b>Equipment Total</b>                                | \$400                           | \$400                              |
| <b>Fuel Total</b>                                     | \$1,351,000                     | \$1,351,000                        |
| <b>Insurance - Premiums Total</b>                     | \$60,000                        | \$59,450                           |
| <b>Maintenance: Building &amp; Improvements Total</b> | \$46,500                        | \$28,500                           |
| <b>Maintenance: Equipment Total</b>                   | \$3,600                         | \$2,600                            |
| <b>Marketing: Ads and Notices Total</b>               | \$100,000                       | \$100,000                          |
| <b>Office Expense Total</b>                           | \$40,100                        | \$40,025                           |
| <b>Other Professional Services Total</b>              | \$150,000                       | \$150,000                          |
| <b>Postage Total</b>                                  | \$21,500                        | \$21,500                           |
| <b>Printing Total</b>                                 | \$35,000                        | \$35,000                           |
| <b>Printing &amp; Binding Total</b>                   | \$3,000                         | \$3,000                            |
| <b>Publications &amp; Legal Notices Total</b>         | \$4,000                         | \$4,000                            |
| <b>Rentals, Printing Total</b>                        | \$21,000                        | \$21,000                           |
| <b>Rents &amp; Leases: Equipment Total</b>            | \$1,600                         | \$1,600                            |
| <b>Security Total</b>                                 | \$10,000                        | \$10,000                           |
| <b>Temporary/Contract Help Total</b>                  | \$10,000                        | \$27,000                           |
| <b>Utility Total</b>                                  | \$39,000                        | \$33,000                           |
| <b>Grand Total</b>                                    | <b>\$2,028,400</b>              | <b>\$2,017,305</b>                 |

|   |                    |
|---|--------------------|
| <b>Marketing: Ads and Notices Total</b>       | <b>\$100,000</b>   |
| <b>Office Expenses Total</b>                  | <b>\$40,100</b>    |
| <b>Other Employee Benefits Total</b>          | <b>\$3,600</b>     |
| <b>Other Professional Services Total</b>      | <b>\$150,000</b>   |
| <b>Postage Total</b>                          | <b>\$6,500</b>     |
| <b>Printing Total</b>                         | <b>\$53,000</b>    |
| <b>Publications &amp; Legal Notices Total</b> | <b>\$4,000</b>     |
| <b>Rentals, Printing Total</b>                | <b>\$21,000</b>    |
| <b>Rents &amp; Leases: Equipment Total</b>    | <b>\$1,600</b>     |
| <b>Security Total</b>                         | <b>\$10,000</b>    |
| <b>Telecommunications Total</b>               | <b>\$1,000</b>     |
| <b>Temporary/Contract Help Total</b>          | <b>\$10,000</b>    |
| <b>Utility Total</b>                          | <b>\$38,000</b>    |
| <b>Grand Total</b>                            | <b>\$2,028,400</b> |

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes, \$2,028,400. Net new impact is \$0. The amounts in the BPAs are included in the FY2013-14 budget and are not a request for new or additional funding.

Is it Currently Budgeted? Yes.

Where is it budgeted? FY 2013-14 NCTPA budget.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No. BPAs are approved for a (fiscal) year and must be approved annually.

Consequences if not approved: The agency would need to procure each service independently which is costly and time consuming.

### **ENVIRONMENTAL DETERMINATION**

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action, which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

### **BACKGROUND AND DISCUSSION**

A Blanket Purchase Agreement (BPA) is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified

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suppliers. Contracting Officers may establish BPAs when there are a wide variety of items from a broad class of supplies or services and when the exact items, quantities and delivery requirements are not known in advance.

As a purchasing option, BPAs offset cost reductions that might have been realized in a standard public agency procurement process because an agency garners significant efficiencies by eliminating many of the processes that increase the cost of procurement. BPAs also:

- Provide opportunities to negotiate improved discounts.
- Satisfy recurring requirements
- Reduce administrative costs by eliminating repetitive acquisition efforts
- Permit ordering activities to leverage buying power through volume purchasing
- Enable ordering activities streamlined ordering procedures
- Reduce procurement lead time
- Permit ordering activities the ability to incorporate terms and conditions not in conflict with the underlying contract

### **SUPPORTING DOCUMENTS**

Attachment: (1) Resolution No. 13-11

**RESOLUTION No. 13-11**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
AUTHORIZING THE APPROVAL OF  
FY 2013-14 BLANKET PURCHASE AGREEMENTS (BPA)  
FOR PURCHASES OF A ROUTINE NATURE, GOODS AND SERVICES BY A SINGLE  
SOURCE SUPPLIERS, SERVICES PROVIDED BY VENDORS AND  
PROFESSIONAL SERVICES PREVIOUSLY APPROVED BY THE BOARD OF DIRECTORS**

**WHEREAS**, the Napa County Transportation and Planning Agency (NCTPA) is the Congestion Management Authority (CMA) and the designated provider of public transit services jurisdictions located in Napa County ,including the VINE, VINE Go Paratransit, American Canyon Transit, Calistoga Shuttle, St. Helena Shuttle, Taxi Scrip Program and Yountville Trolley; and

**WHEREAS**, on May 15, 2013, the NCTPA Board of Directors approved the FY 2013-14 NCTPA Budget including operations, planning and administration; capital programs; and

**WHEREAS**, Blanket Purchase Agreements are set up for the year based upon the previous year's experience and may be subject to additions or deletions of vendors services; and

**WHEREAS**, the budget provides authorized funding for a variety of supplies and services of a routine nature, goods and services by a single source supplier and professional services from single source suppliers:

**NOW, THEREFORE, BE IT RESOLVED**, that the Napa County Transportation and Planning Agency approves the FY 2013-14 BPA total not to exceed \$2,028,400.

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

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

Ayes:

Nays:

Absent:

ATTEST:

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

APPROVED AS TO FORM:

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



June 19, 2013  
NCTPA Agenda Item 8.5  
Continued From: NEW  
**Action Requested: APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Eliot Hurwitz, Program Manager - Planning  
(707) 259-8782 / Email: [ehurwitz@nctpa.net](mailto:ehurwitz@nctpa.net)  
**SUBJECT:** Safe Routes to School (SRTS) Resolution of Local Support

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the Safe Routes to School Resolution of Local Support.

### **COMMITTEE RECOMMENDATION**

At their April 4<sup>th</sup> meeting, the Technical Advisory Committee (TAC) recommended that the NCTPA Board approve the SRTS Project

### **EXECUTIVE SUMMARY**

The NCTPA Board approved the Final SRTS Project at its May 17<sup>th</sup> Board Meeting. The Metropolitan Transportation Commission (MTC) requires that a Resolution of Local Support be submitted for the project. NCTPA will serve as the pass through agency for the SRTS funds because the Napa County Office of Education (NCOE) does not have a Master Agreement with Caltrans.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes. \$420,000 in SRTS funds.

## **CEQA REQUIREMENTS**

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

## **BACKGROUND AND DISCUSSION**

The NCTPA Board opened a call for Cycle 2 projects, including the SRTS program, at its October 17, 2012 meeting. Project submittals were due to NCTPA by 5:00 PM on December 14, 2012. The NCTPA Technical Advisory Committee (TAC) is a review committee for Cycle 2 projects and recommended a final project to the NCTPA Board for approval. The applications were also reviewed by the Active Transportation Alternative Committee (ATAC).

For the \$420K in SRTS funding available, NCTPA received 2 project submittals totaling \$670K. After discussion with the TAC and the ATAC, the City of Napa withdrew its application and supported moving forward with the Napa County Office of Education (NCOE) project. The NCTPA Board approved the project at its May 17<sup>th</sup> Board Meeting.

Safe Routes to School is an international movement that has taken hold in communities throughout the United States. The concept is to increase the number of children who walk or bicycle to school by funding projects that remove the barriers that currently prevent them from doing so. Those barriers include lack of infrastructure, unsafe infrastructure, lack of programs that promote walking and bicycling through education/encouragement programs aimed at children, parents, and the community.

Thirty years ago, 60% of children living within a 2-mile radius of a school, walked or bicycled to school. Today, that number has dropped to less than 15%. Roughly 25% commute by school bus, and well over half are driven to or from school in vehicles. At that time, 5% of children between the ages of 6 and 11 were considered to be overweight or obese. Today, that number has climbed to 20%. These statistics point to a rise in preventable childhood diseases, worsening air quality and congestion around schools, and missed opportunities for children to grow into self reliant, independent adults.

Safe Routes to School Programs are intended to reverse these trends by funding projects that improve safety and efforts that promote walking and bicycling within a collaborative community framework. It is through local champions working with a coalition of parents, schools, professionals in transportation, engineering, health, and law enforcement, that the most sustainable projects are expected to emerge.

## **SUPPORTING DOCUMENTS**

Attachment: (1) Resolution of Local Support for SRTS

**Resolution of Local Support  
MTC Discretionary Funding  
Resolution No.**

**Authorizing the filing of an application for funding assigned to MTC and committing any necessary matching funds and stating the assurance to complete the project**

**WHEREAS**, Napa County Transportation and Planning Agency (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$420,000 in funding assigned to MTC for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (FHWA) such as Surface Transportation Program (STP) funding, Congestion Mitigation and Air Quality Improvement (CMAQ) funding and/or Transportation Alternatives (TA) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the Napa County Office of Education Safe Routes to School Program (herein referred to as PROJECT) for the Regional Safe Routes to School Program (herein referred to as PROGRAM); and

**WHEREAS**, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (STP) (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**, state statutes, including California Streets and Highways Code 182.6 and 182.7 provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

**WHEREAS**, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate MPO for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

**WHEREAS**, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

**WHEREAS**, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

**WHEREAS**, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

**WHEREAS**, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. that the project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the project as described in the application, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
5. that the project will comply with all project-specific requirements as set forth in the PROGRAM; and
6. that the project (transit only) will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region.

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**NOW, THEREFORE, BE IT RESOLVED** that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding; and be it further

**RESOLVED** that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all FHWA-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans and FHWA on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA-funded transportation projects implemented by APPLICANT; and
4. PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount approved by MTC and programmed in the federal TIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and
6. APPLICANT (for a transit project only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866, revised; and therefore be it further

**RESOLVED** that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

**RESOLVED** that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

**RESOLVED** that there is no legal impediment to APPLICANT making applications for the funds; and be it further

**RESOLVED** that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

**RESOLVED** that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

**RESOLVED** that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

**RESOLVED** that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's federal TIP.

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

Keith Caldwell, NCTPA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED AS TO FORM:

Janice D. Killion, NCTPA Legal Counsel



June 19, 2013  
NCTPA Agenda Item 9.1  
Continued From: New  
**Action Requested: APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Janice D. Killion, Agency Counsel  
(707) 259-8246 / Email: [janice.killion@countyofnapa.org](mailto:janice.killion@countyofnapa.org)  
**SUBJECT:** Public Hearing and First Reading of NCTPA Ordinance 2013-01

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board hold a public hearing and conduct a first reading and notice its intent to adopt an NCTPA Ordinance 2013-01 permitting parking in NCTPA parking facilities.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

NCTPA is in need of parking restrictions at its Soscol Gateway Transit Center (SGTC) facility and its park and rides located in the City of Napa. The agency also has a no smoking policy at the SGTC. In order to enforce proposed restrictions, staff recommends that the Board adopt an ordinance and authorize the Executive Director to enter into an agreement with the City of Napa for enforcements services.

### **PROCEDURAL REQUIREMENTS**

1. Open Public Hearing
2. Staff report
3. Public comments
4. Close Public Hearing
5. Clerk reads the Ordinance Title
6. Motion, Second, Discussion and Vote to waive the balance of the reading of the Ordinance
7. Motion, Second, Discussion and Vote on Intention to Adopt the Ordinance

## **FINANCIAL IMPACT**

Is there a fiscal impact? Yes. If approved, the agency could receive a nominal amount from parking violations.

## **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 SGTC is located adjacent to the Napa Valley Expo. The recent BottleRock event highlighted the need for parking restrictions in the Transit Center parking lot and bus terminals during Expo events in order to maintain parking availability for NCTPA staff and transit patrons, as well as to ensure the safety of patrons and Veolia staff in and around the bus loading zones.

Also smoking at the SGTC is prohibited. The agency currently has no way of enforcing its prohibition and it has become a nuisance to patrons, meeting attendants and employees that work at the SGTC.

This ordinance would restrict parking to NCTPA staff, visitors and patrons, and allow for ticketing over limit parking violators. The ordinance would also formally prohibit smoking at the SGTC. It is anticipated that NCTPA will contract with the City of Napa for enforcement services

## **SUPPORTING DOCUMENTS**

- Attachment: (1) Ordinance No. 2013-01  
(2) Draft Intergovernmental Agreement between the Napa County Transportation and Planning Agency and the City of Napa for Parking Enforcement

**ORDINANCE NO. 2013-01**

**AN ORDINANCE OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
REGULATING PARKING AND SMOKING AT TRANSIT FACILITIES**

The Board of Directors ("Board") of the Napa County Transportation and Planning Agency (NCTPA) ordain:

**SECTION 1.** A new Chapter 2 (Parking Regulations) is hereby added to the Napa County Transportation and Planning Agency Code to read in full as follows:

**Chapter 2**

**PARKING RULES AND REGULATIONS**

**Sections:**

- 2.1 Legislative Intent**
- 2.2 Definitions**
- 2.3 Rules and Regulations**
- 2.4 Smoking Prohibited**
- 2.5 Posting of Notices**
- 2.6 General**

**Section 2.1: Legislative Intent**

Section 2.1.1: Authority

California Vehicle Code section 21113 expressly prohibits any person from driving, stopping, parking, or leaving standing any vehicle, whether attended or unattended, on the parking facilities and bus loading zones of a transit district, except with the permission of, and upon and subject to any condition or regulation which may be imposed by the governing board. The Board is authorized to adopt all ordinances and make all rules and regulations proper or necessary to regulate the use, operation and maintenance of its property and facilities.

Section 2.1.2: Findings

A. The Board finds and determines that ensuring adequate parking in NCTPA's parking lots for vehicles driving by Transit Patrons and Transit Personnel and authorized visitors is necessary in order to facilitate and encourage the use of public transit facilities and services, and that the unregulated use of NCTPA Parking Lots is detrimental to the interests of NCTPA and the public.

B. Except when specifically posted as a shared public parking facility, NCTPA Parking Lots are for use by Transit Patrons and Transit Personnel and authorized visitors only, and are not open to the general public.

C. The Board further finds and determines that bus loading zones are necessary for the safe loading and alighting of transit patrons and should be restricted for the exclusive use of transit vehicles.

D. Except when specifically permitted bus loading zones and transfer stations are for the exclusive use of NCTPA (VINE) transit use.

E. The Board adopts the California State Legislatures findings pursuant to California Health and Safety Code section 118920, including that regulation of smoking in public places is necessary to protect the health, safety, welfare, comfort, and environment of nonsmokers.

F. The Board therefore adopts this Ordinance establishing conditions and regulations applicable to vehicle parking and traffic in NCTPA Parking Lots.

## **Section 2.2: Definitions**

The following definitions shall apply to this chapter:

A. "NCTPA Parking Lot" means parking lots, driveways and other Transit Facilities owned by NCTPA or designated specifically for NCTPA (VINE) transit use, including entrances and exits to and from any such Transit Facilities, which are accessible by Vehicle.

B. "NCTPA Security Officer" means NCTPA staff or contractors hired for the purpose of facilities security and/or parking enforcement.

C. "Peace Officer" shall mean any law enforcement officer of the State of California, Napa County of any agency in Napa County.

D. "Private Security Officer" means any private security officer hired by NCTPA to safeguard its grounds and/or provide parking facility services.

E. "Transit Facility" or "Facility" means any property owned by NCTPA.

F. "Bus Loading Zone" refers to designated area used as a stop or transfer point for loading and alighting transit patrons.

G. "Bus Transfer Stations" refers to areas where passengers transfer from one bus to another or where multiple buses congregate at any one time.

H. "Smoking" means inhaling, exhaling, burning, or carrying any lighted pipe, cigar or cigarette of any kind, or any other combustible substance.

I. "Transit Patron" is defined as a person who parks a vehicle on a NCTPA Parking Lot for the purpose of using public transit, or person having business with NCTPA..

J. "Transit Personnel" means any Board member, employee, committee member, or contractor of NCTPA or another transit provider whose place of employment is within the Soscog Gateway Transit Center.

K. "Vehicle" shall have the same meaning as defined in Section 670 of the California Vehicle Code.

**Section 2.3: Parking Rules and Regulations**

Section 2.3.1: Compliance with Law: No person shall drive, stop, park, or leave standing on any NCTPA Parking Lot, Bus Loading Zone, or Bus Transit Stations any Vehicle, except in full compliance with the traffic laws of the State of California and the conditions and regulations adopted herein.

Section 2.3.2: Patron Parking: Parking of Vehicles in NCTPA Parking Lots is for Transit Patrons or Transit Personnel only, unless the Parking Lot is otherwise posted as a shared public parking facility.

Section 2.3.3: Parking Limit: Parking of Vehicles in any NCTPA Parking Lot shall be limited to one of the following, as posted:

- A. Transit Patrons, Transit Personnel only
- B. Vehicles using the Charging Stations only
- C. Otherwise, as posted

Section 2.3.4: Designated Spaces: Vehicles shall be parked in NCTPA Parking Lots only within areas posted and dedicated for parking, and shall be parked in an orderly manner within the lines indicating a single space. Vehicles shall not be parked within NCTPA Parking Lots within any driveway, in any unlined area, in any yellow or red painted area, in any pedestrian walkway, in any bus loading zones, or in any areas so prohibited by control signs.

Section 2.3.5: Spaces Designated for Persons with Disabilities: No person may park a Vehicle in designated accessible spaces in NCTPA Parking Lots without displaying placards or special license plates issued by the State of California for persons with disabilities.

Section 2.3.6: Abandoned Vehicles: No person shall abandon any Vehicle in any NCTPA Parking Lot. Vehicles reasonably believed to be abandoned may be removed from a NCTPA Parking Lot only after a written report identifying the vehicle and its location has been mailed or delivered to the office of the Department of the California Highway Patrol located nearest to the Vehicle. In addition, at least ten (10) days' notice

of intention to remove an abandoned Vehicle shall be mailed, by registered or certified mail, to the last registered owners of record of the Vehicle, unless NCTPA is unable to determine ownership. The notice shall include a statement that the owner may request a hearing before the NCTPA Executive Director. If no hearing has been requested within ten (10) days of the mailing of the notice, the Vehicle may be removed without further notice. Within five (5) days after the date of removal, notice shall be given to the California Department of Motor Vehicles identifying the Vehicle or part thereof, and any evidence of registration available. NCTPA shall not be responsible for any damage caused by the removal of any Vehicle.

Section 2.3.7: Maximum Speed Limit: No person shall at any time drive any Vehicle in any NCTPA Parking Lot at a speed in excess of fifteen (15) miles per hour.

Section 2.3.8: Maximum Vehicle Dimensions: No person shall drive, park, or leave standing in any NCTPA Parking Lot any vehicle or combination of vehicles which exceeds three (3) tons in total aggregate weight or exceeds six and one-half (6 1/2) feet in width or nineteen (19) feet in length. The foregoing prohibition shall not apply to Vehicles owned or operated by or on behalf of NCTPA, public transit buses doing business at the Socol Gateway Transit Center, or vehicles making deliveries to NCTPA or making repairs under contract with or otherwise on behalf of NCTPA.

Section 2.3.9: Fees for Parking: The Board of Directors of NCTPA may establish by resolution fees to be imposed for entrance to or use of any one or more NCTPA Parking Lots. Such fees shall constitute charges imposed for entrance to or use of local government property. Fees shall be reasonable and, to the extent necessary in light of the findings set forth in this Ordinance, may be lower for Transit Patrons utilizing NCTPA transit facilities than for other Transit Patrons or members of the public. Payment of fees so established is an express condition upon which Vehicles may be parked in NCTPA Parking Lots.

Section 2.3.10: Fees for Parking Violations: The Board of Directors of NCTPA may establish by resolution fees for parking in violation of this Ordinance.

Section 2.3.11: Additional Use by Special Permit: Notwithstanding Sections 3.3 and 3.8, the NCTPA Executive Director may issue permits for private use of NCTPA Parking Lots for public events if not inconsistent with this Ordinance.

Section 2.3.12: Issuance of Warnings: NCTPA Security Officers and Private Security Officers so authorized by the NCTPA Executive Director or designee may issue written warnings whenever a Vehicle is driving or parked within a NCTPA Parking Lot in violation of the conditions and regulations set forth in this Ordinance, except as prohibited under State Law.

## **Section 2.4: Smoking Prohibited**

Smoking shall be prohibited on the grounds of the Transit Facility.

**Section 2.5: Posting of Notices**

The Executive Director or designee shall cause appropriate signs giving notice of the special conditions or regulations imposed under this Ordinance to be erected within the NCPTA Facilities. NCTPA shall prepare and keep at its principal administrative office a written statement of all special conditions and regulations imposed under this Ordinance.

**Section 2.6: General**

Section 2.6.1: Construction: In the interpretation of this Ordinance, provisions shall be construed as follows:

- A. The present tense includes the past and future tenses, and the future the present.
- B. References to gender include masculine, feminine and neuter.
- C. The singular number includes the plural, and the plural the singular.
- D. "Shall" is mandatory and "may" is permissive.
- E. These rules are in addition to and supplement all applicable laws or ordinances. Nothing herein shall limit or otherwise infringe on the authority of authorized Peace Officers or others to enforce the provisions of this or other laws.

**SECTION 2.** If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors of the Napa County Transportation and Planning Agency hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

**SECTION 3.** This Ordinance shall be effective thirty (30) days from and after the date of its passage.

**SECTION 4.** A summary of this Ordinance shall be published at least once 5 days before adoption and at least once before the expiration of 15 days after its passage in the Napa Valley Register, a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Board of directors of the Napa County Transportation and Planning Agency, State of California, held on the 19<sup>th</sup> day of June, 2013, and passed at a regular meeting of the Board of Directors of the Napa County Transportation and Planning Agency, State of California, held on the 17<sup>th</sup> day of July, 2013, by the following vote:

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

Ayes

Nays:

Absent:

ATTEST:

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

APPROVED AS TO FORM:

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

**\*\*DRAFT\*\***  
**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY AND  
CITY OF NAPA FOR PARKING ENFORCEMENT**

Napa County Transportation Planning Agency Agreement No. \_\_\_\_\_  
City of Napa Agreement No. \_\_\_\_\_

This Agreement ("Agreement") is entered into and effective as of \_\_\_\_\_, 2013, by and between the Napa County Transportation and Planning Agency, a joint powers agency ("NCTPA"), and the City of Napa, a municipal corporation ("City"), collectively "Parties."

**WHEREAS**, NCTPA has enacted a parking ordinance providing rules and regulations for parking at NCTPA facilities; and

**WHEREAS**, City routinely enforces parking violations within the City of Napa; and

**WHEREAS**, NCTPA desires to enter into an agreement with the City to enforce NCTPA's parking regulations:

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreements of the parties, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2014, unless terminated earlier in accordance with this Agreement; except that the obligations of the Parties under Insurance, Indemnification and Access to Records/Retention shall continue in full force and effect after expiration or termination in relation to acts or omissions occurring prior to expiration or termination of the Agreement. The Agreement shall automatically renew annually on the same terms and conditions unless notice of termination is given as provided herein.
2. City shall, or City shall require its parking enforcement contractor to, patrol the Soscol Gateway Transit Center and Park and Ride Facilities and enforce NCTPA's parking regulations, which include entering into or stopping in/around the bus bay area at the Soscol Gateway Transit Center.
3. Enforcement Hours Time/Day: A minimum of 10 combined patrol hours used between Monday through Saturday 8:00 a.m. to 6:00 p.m., as determined by City, excluding holidays. Enforcement Hours may be changed if necessary for special events or assignments.

4. Non-Enforcement Hours Time/Day: Up to an additional 1.5 hours per day, Monday through Friday, may be designated for use by the Enforcement Officer for customer service, court time and non-enforcement activity. If non-enforcement activity does not require the full 1.5 hours per day, the enforcement Officer will spend that time enforcing facility parking during regular Enforcement Hours Time/Day.

5. Operations methodology:

a. Enforcement action is to be carried out in a uniform and impartial manner. City shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.

b. City shall operate in compliance with City Ordinances, NCTPA Parking Enforcement regulations, and state laws which may be amended from time to time by the City, NCTPA or the State of California.

6. Enforcement Duties:

a. Patrols of Parking Zones: Patrol all time-limited and disabled persons parking zones at a frequency necessary to ensure consistent enforcement.

b. Issuance of Warnings and Infraction Notices: Issue Notices of Infraction and/or Warnings for violations of parking ordinances when and where appropriate. City shall use electronic hand held parking equipment for issuance of Notices of Infractions and Warnings. City may only issue one warning per infraction to an offender of NCTPA parking regulations.

c. Types of Violations: Enforce all parking and related ordinances within the NCTPA facility(ies), including:

1. All restricted areas
2. All "no parking" areas
3. Time limited parking areas

d. Towing: City will determine whether any parked vehicles need to be booted or towed in accordance with criteria provided by NCTPA. When the City determines that a particular parked vehicle meets those criteria, the City shall arrange for the towing of the vehicle.

7. City Services and Responsibilities.

a. Court Appearance: City will be responsible for its employees or contractors appearing in court on time and prepared to testify on parking related cases in a professional manner. The City will respond to any questions regarding court appearances.

b. **Complaints:** Citizen complaints will be addressed by the City.

c. **Fines and Collections:** Fines from parking citations issued by the City will be collected by the City. The City will be the first line of contact for all collections of parking fines. The City shall retain all fines collected.

8. **Insurance.** City shall, or cause its contractor to, obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage or equivalent self-insurance or a combination thereof:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, NCTPA's contractor shall provide workers' compensation insurance for the performance of any of NCTPA's contractors duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide the other Parties with certification of all such coverages upon request by the other Parties.

(b) Liability Insurance. City or city's contractor shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of City or City's contractor or any officer, agent, or employee of City or City's contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence or \$2,000,000.

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

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

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage which shall be filed by City or City's contractor prior to commencement of performance of any of its duties; shall reference this Agreement by its number or title and department; shall be kept current during the term of this Agreement; shall provide that NCTPA shall be given no less than thirty (30)

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

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

**9. Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, the Parties shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement, except when such acts or omissions have been requested by and non-negligently performed in compliance

with the express direction of the other party. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege. If applicable, City shall require its contractor to defend, indemnify and hold harmless NCTPA.

(b) Employee Character and Fitness. City accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of NCTPA under this Agreement.

10. **Termination for Cause.** If City shall fail to fulfill in a timely and proper manner the obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, NCTPA may, in addition to any other remedies they may have, terminate this Agreement by giving five (5) days prior written notice to City in the manner set forth in Paragraph 12 (Notices).

11. **Termination for Convenience.** This Agreement may be terminated by any party for any reason and at any time by giving no less than sixty (60) days prior written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by NCTPA unless an opportunity for consultation is provided prior to the effective date of the termination.

12. **Disposition and Payment for Work upon Expiration or Termination.** City shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination.

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

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

NCTPA

CITY

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

15. **Compliance with Laws.** City shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, City and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. City shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, City shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to City services or works required of PARTIES by the State of California pursuant to agreement between PARTIES and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and NCTPA and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the services required of NCTPA under this Agreement are subcontracted to a third party; City shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the

subcontractor.

16. **Access to Records/Retention.** The Parties, any federal or state grantor of funding for all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of City which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, City shall maintain all required records for at least five (5) years after the Parties makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

18. **Privileges, Immunities and Other Benefits** In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

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

20. **Warranty of Legal Authority.** Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

21. **Assignment/Delegation.** None of the Parties hereto shall assign or transfer any benefit or obligations of this Agreement without the prior written consent of the others, and no assignment shall be of any force or effect whatsoever unless and until the other parties shall have so consented.

22. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.

23. **Interpretation; Venue.**

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

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

24. **Attorneys' Fees.** The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

25. **Entire Agreement.** This document is intended both as the final expression of the agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original.

26. **Amendment.** This Agreement may only be amended in writing by an amendment authorized by the each of the Parties.

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

NAPA COUNTY TRANSPORTATION AND  
PLANNING NCTPA, "NCTPA"

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

ATTEST:

Approved as to form:  
Minh Tran, NCTPA Legal Counsel

By \_\_\_\_\_

By \_\_\_\_\_

Karalyn Sanderlin, Secretary

Janice D. Killion, Deputy

CITY OF NAPA, a municipal corporation

By \_\_\_\_\_

ATTEST:

Approved as to Form:  
Michael Barrett

By \_\_\_\_\_

DRAFT



June 19, 2013  
NCTPA Agenda Item 10.1  
Continued From: New  
**Action Requested: APPROVE**

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

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

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### **RECOMMENDATION**

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

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

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

### **PROCEDURAL REQUIREMENTS**

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

### **FINANCIAL IMPACT**

Is there a fiscal impact? No.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION***Federal Update*Transportation Secretary

The Senate Commerce, Science, and Transportation Committee's May 22<sup>nd</sup> hearing for President Obama's nominee, Charlotte Mayor Anthony Foxx, was a success. Foxx, who will be replacing retiring Secretary of Transportation, Ray LaHood, is expected to be easily confirmed by the full Senate sometime this month.

Debt Ceiling

Treasury Secretary Jack Lew notified Congress that the debt ceiling will need to be raised before Labor Day to "avoid the potentially catastrophic consequences of failing to act until it is too late." The Republican dominated house will most certainly use this opportunity to link to additional conditions on spending in spite of Lew's comments that the Obama administration is unwilling to negotiate with lawmakers over an increase in the debt ceiling.

*State Update*

See Platinum Report attached.

**SUPPORTING DOCUMENTS**

Attachments: (1) May 6, 2013 State Legislative Update  
(2) State Bill Matrix



June 10, 2013

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

FR: Steve Wallauch  
Platinum Advisors

RE: **Legislative Update**

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**Budget**

The Budget Conference Committee began their work on May 31<sup>st</sup> with the goal of completing the task by June 7<sup>th</sup>. The Conferees include Senator Mark Leno – Chair, Senators Kevin De Leon, Loni Hancock and Bill Emerson. The Assembly members include Assemblyman Bob Blumenfield – Vice Chair and Assembly members Holly Mitchell, Nancy Skinner and Jeff Gorell.

While the goal was to resolve the differences between the Assembly, Senate and Governor's budget proposals last week, we are still waiting for the Conference Committee meet at some point today to adopt the deals that were reached over the weekend.

**Where We Stand:** As of this afternoon, agreements have been reached on the Medi-Cal expansion proposal, education funding and Senate and Assembly priorities. The pressure is on to complete work today in order to provide enough time to draft language and amend bills for a vote by the end of the week. Senate leadership has informed its members to clear their calendars for Saturday, June 15<sup>th</sup> in anticipation of a budget vote.

The deal points include using the Governor's revenue estimates instead of the LAO's more optimistic assumptions. Additional funding is included for the Senate's proposal to improve mental health services and restore Medi-cal adult dental benefits, and funding is included for the Assembly's proposal to implement a middle-class college scholarship program. Spending on these new programs was made available by reducing the Governor's proposal for paying down existing Prop 98 debts. There is also an agreement on providing all school district additional per pupil funding, and schools with a high percentage of low income or English learner students receiving an additional bump.

Further, an agreement has been reached between the Administration and counties on Medi-Cal expansion related to implementing the Affordable Care Act. This proposal will require counties to forfeit \$300 million in realignment funds starting next year, with this amount increasing over the next three years. The details on the use of cap and trade funding remains a mystery, but it

is assumed the Legislature will defer to the Governor's proposal to loan all cap and trade funds to the general fund.

**Competing Priorities:** The length of the Conference Committee agenda was not that long, but difference between the houses included funding priorities for CalWorks grants, adult dental and higher education scholarships. In addition, the Legislature and the Administration were not on the same page with revenue assumptions, cap and trade funding, and the implementation of Medi-Cal expansion.

Extra spending by the Senate and Assembly on CalWorks grants, adult dental, mental health, and college scholarships was made possible by adopting the LAO's more optimistic revenue projections. The LAO does not agree that the state's short-term outlook will dim as much as the Administration predicts. The LAO believes revenue in the coming year will be \$3.2 billion higher than the Governor's estimates based on the LAO's assumption that high stock prices will continue to fuel higher capital gains tax revenue. The LAO's optimism that revenue will exceed expenses continues for the next few years, with an operating surplus forecast to reach \$6.9 billion by 2016-17. But, even with the rosier projections, the LAO echoes the Governor's call for a cautious approach in budgeting any new funds. However, Finance informed the Conferees that the Governor is uncomfortable with the revenue estimates used in both the Senate and Assembly versions of the budget.

**Governor's Revenue Estimate:** Based on the influx of unexpected funds so far this year, the Administration estimates that revenues will be \$2.8 billion higher than projected in the current year, but \$1.3 billion lower in the Budget year.

Personal income tax receipts jumped \$4.9 billion higher than expected in January. While this bump was expected to erode based on the assumption that the increase was due to individuals shifting income from 2013 to 2012 to avoid federal tax hikes, the state finished April with about \$4.5 billion above projections. The Governor's May Revise assumes this extra income is a combination of income shifting and modest economic growth. The May Revise estimates personal income tax attributed to 2012-13 will be \$3.3 billion higher than prior estimates. The difference between the \$4.5 billion and \$3.3 billion is the amount of income tax revenue that must be applied to fiscal year 2013-14 and some to the prior fiscal year, 2011-12. This surplus is further reduced by lowering estimates for sale tax receipts by \$474 million, and corporation taxes being reduced by \$71 million.

The January Budget assumed the federal government would extend the 2% payroll tax holiday, and the sequestration cuts would be avoided. Since that did not happen, the May Revise reduces its estimate for wage growth in 2013 from 4.6% to 4%. In addition, the tax changes resulted in capital gains revenue spiking up to over \$100 billion in 2012. The May Revise assumes capital gains revenue will drop sharply in 2013 to \$58 billion. The May revise assumes the combination of all of these factors will reduce personal income tax revenue by \$900 million in 2013-14 from the prior estimate of \$61.7 billion to \$60.8 billion. This adjustment comprises the bulk of the \$1.3 billion revenue drop in 2013-14

**Cap & Trade Funds:** The Conference Committee had a lengthy discussion about the Governor's cap & trade proposal that largely consisted of the Conferees expressing their dismay with the proposal. As you will recall, the May Revise did not contain any funds for greenhouse gas reduction programs. The Governor is proposing to loan \$500 million in anticipated funds from the Greenhouse Gas Reduction Fund to the general fund. This amount reflects the amount of cap and trade auction proceeds for 2012-13 and 2013-14. The loan is intended to be short term, will be repaid with interest, and the main purpose of the loan is to pump up the state's reserve.

However, the Assembly adopted a compromise measure that would authorize a loan of up to \$400 million to the general fund. The remaining \$100 million would remain un-appropriated, and subject to future legislation. The Senate adopted the Governor's proposal in order to make this a conference item, not because the Senate supports the Governor's loan proposal. This item remains open, but it will likely go the Governor's way. The only positive is the possibility of including a budget trailer bill creating a funding program similar to AB 574 or AB 416.

**Transportation:** The most significant changes in the May Revise to transportation is a \$36 million reduction to Capital Outlay Support staff, which equates to 184 positions. This reduction is in result to an anticipated decrease in workload due to the expiration of temporary ARRA funds and the declining amount of Prop 1B funds.

**Intercity Rail Service:** As proposed in the May Revise, the Budget proposal augments funding for Amtrak service by \$18.6 million. This is needed to comply with new federal law that requires all short distance Amtrak service to be 100% state supported. Both the Senate and Assembly Budget Committees adopted this augmentation, so it is not a conference item.

**Policy:**

**AB 32 Scoping Plan:** On June 13<sup>th</sup>, the Air Resources Board will hold its "kick-off" workshop on updating the AB 32 Scoping Plan. The first meeting will be held in Sacramento from 10:00-3:00, and the meeting will be webcast.

The AB 32 Scoping Plan update provides an opportunity to review and revise the 2008 Scoping Plan, and establish near and long term goals for reducing greenhouse gas emissions. The key areas they plan to focus on as part of the update will be transportation, fuels, and infrastructure. ARB staff also plans to examine energy generation, water, waste, agriculture, and natural resources. Additional information about the AB 32 Scoping Plan update and upcoming workshops can be found at <http://www.arb.ca.gov/cc/scopingplan/scopingplan.htm>

**Legislation:**

**Schedule:** The House of Origin deadline was May 31<sup>st</sup>. This is a major deadline that requires all bills to be moved out of their house of origin and into the second house. Measures that did not

pass from the Senate to the Assembly or vice versa, are now two-year bills that won't be examined again until January. The exceptions to this house of origin rule include urgency measures, tax measures, Constitutional amendments and bills for which the rules are waived.

**Summer Recess:** During the first year of a two-year session, the Summer Recess is traditionally scheduled from mid-July to mid-August. Not this year. While the Senate stuck with tradition, the Assembly is scheduled to depart for Summer Recess on July 3 and return on August 5<sup>th</sup>. It is unclear how this will interfere with Senate policy committees that normally meet during the first half of July. It appears someone made vacation plans without considering the usual legislative schedule.

**Cap & Trade Bills:** The Assembly Committee on Appropriations held on its Suspense File all measures creating new funding programs using cap & trade auction revenue. This included AB 574 (Lowenthal). AB 574 included the Transportation Coalition for Livable Communities proposal to create a regional competitive grant program for funding transit and transportation projects related to the sustainable communities strategies plan. The other bills held-up include AB 416 (Gordon), which proposes to create the Local Emission Reduction Program that would use cap & trade auction revenue to award grants to local entities for greenhouse gas reduction projects, and AB 1051 (Bocanegra), which create the Sustainable Communities for All program.

In light of the Appropriation Committees action, the various coalitions trying to secure cap and trade funds for local programs has now shifted their attention to the Budget process. Even if cap and trade funding is not appropriated in the budget, efforts are underway to add budget trailer bill language to put in place the structure for a local funding program. The Transportation Coalition is also exploring the possibility of gutting and amending a bill in the Senate.



June 10, 2013

| Bills   | Subject  | Status  | NCTPA ADOPTED POSITION |
|---|--|---|------------------------|
| <p><b>AB 431</b><br/> <b>(Mullin D)</b><br/>           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 &amp; recreation.</p> | <p>ASSEMBLY TRANSP<br/>           – Two Year Bill</p>                               | <p>WATCH</p>           |
| <p><b>AB 513</b><br/> <b>(Frazier D)</b><br/>           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>SENATE RULES</p>   | <p>SUPPORT</p>         |
| <p><b>AB 574</b><br/> <b>(Lowenthal D)</b><br/>           California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: sustainable communities strategies.</p> | <p>AB 574 was held on the Assembly Appropriations Committee’s Suspense File. This essentially means this bill is dead. However, efforts are being pursued to incorporate AB 574 or a similar proposal into the budget process. The other measures, AB 416 and AB 1051, which also created grant programs for cap &amp; trade revenues were also held on the Suspense File.</p> <p>AB 574 establishes a regional competitive grant programs for projects that combine</p>   | <p>ASSEMBLY APPR –<br/>           Held of Suspense<br/>           Two Year Bill</p> | <p>SUPPORT</p>         |

| Bills  | Subject   | Status                  | NCTPA ADOPTED POSITION |
|--|---|-------------------------|------------------------|
| <p>AB 574<br/>(Lowenthal)<br/>Continued</p>  | <p>transportation investments with local land use changes. It is designed to implement regional GHG reducing plans in the most cost effective way while encouraging innovation, collaboration, and flexibility to address local needs and achieve the greatest GHG emission reductions.</p> <p>Eligible investments under the program include:</p> <ul style="list-style-type: none"> <li>• Funding for transit operations, maintenance, and infrastructure;</li> <li>• Clean transportation fueling infrastructure;</li> <li>• Transportation demand management;</li> <li>• Road and bridge maintenance and retrofits for complete streets, bike and pedestrian enhancements;</li> <li>• Safe routes to schools;</li> <li>• Regional and interregional rail modernization;</li> <li>• Community infrastructure to support transit oriented developments, affordable housing, infill, and walkable communities, and</li> <li>• Other uses that reduce GHG emissions.</li> </ul> |                         |                        |
| <p><b>AB 935</b><br/><b>(Frazier D)</b><br/>San Francisco<br/>Bay Area Water<br/>Emergency<br/>Transportation<br/>Authority: terms<br/>of board<br/>members.</p> | <p>AB 935 was amended to expand the Water Emergency Transportation Authority board and specify that the seats represent specified counties</p> <p>AB 935 would divvy up the appointments to WETA as follows:</p> <ul style="list-style-type: none"> <li>• Of the Governor’s three appointees one shall be a resident of San Francisco.</li> <li>• The Senate Rules Committee will have two appointees that shall include a resident of Contra Costa County and a resident of San Mateo County</li> </ul>  | <p>SENATE T &amp; H</p> | <p>WATCH</p>           |

| Bills   | Subject   | Status              | NCTPA ADOPTED POSITION |
|---|---|---------------------|------------------------|
| AB 935 (Frazier)<br>Continued   | <ul style="list-style-type: none"> <li>• The Speaker of the Assembly will have two appointees that shall include a resident of Solano County and a resident of Alameda County.</li> <li>• Each of the County appointees shall be selected from a list of three nominees provided by the transportation authority from each county.</li> <li>• If a transportation authority does not submit a list of three names within 45 days of a vacancy then the Governor shall appoint a resident from the specified county.</li> </ul>  |                     |                        |
| <b>AB 1002</b><br><b>(Bloom D)</b><br>Vehicles:<br>registration fee:<br>sustainable<br>communities<br>strategies. | <p>AB 1002 remains in the Assembly Local Government Committee. Because this bill is a “tax” measure, it is exempt from the hearing deadlines and technically can be heard at any time. However, passage of this bill does require a 2/3 vote on the Floor, and movement is unlikely.</p> <p>This bill includes a proposal to impose a \$6 tax to the registration of each vehicle. The revenue would be deposited into the Sustainable Communities Subaccount, which the bill creates, and the proceeds would be distributed as follows:</p> <ul style="list-style-type: none"> <li>• 50% appropriated to cities and counties on a per capita basis for planning and implementation of sustainable communities strategies.</li> <li>• 40% appropriated to transportation commissions and transit operators to support transit operations and expand reduced fare programs. The bill does not specify how the funds would be allocated.</li> <li>• 10% appropriated to MPOs and RTPAs to be used for competitive grants for implementing sustainable communities strategy programs.</li> </ul> | ASSEMBLY LOC<br>GOV | WATCH                  |

| Bills  | Subject  | Status       | NCTPA ADOPTED POSITION |
|--|--|--------------|------------------------|
| <p><b>AB 1290</b><br/><b>(John A. Pérez D)</b><br/>Transportation planning.</p>            | <p>AB 1290 would make significant changes to the oversight responsibilities of the California Transportation Commission.</p> <p>The bill also expands the number of Commissioners from 13 to 18 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 Secretary of Transportation, the Chairperson of CARB, and the Director of HCD would also be ex-officio members of the CTC.</p> <p>The bill also directs the CTC to include in its guidelines for regional transportation plans an assessment of alternative land use scenarios and transportation system alternatives used in adoption of the regional transportation plan and the sustainable communities strategy. The guidelines would require annual updates from the transportation planning agencies describing progress made toward implementing the sustainable communities strategy. A summary of these assessments would be included in the CTC's annual report.</p> | SENATE RULES | WATCH                  |
| <p><b>AB 1371</b><br/><b>(Bradford D)</b><br/>Vehicles:<br/>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>  | SENATE T & H | SUPPORT                |

| Bills   | Subject   | Status                        | NCTPA ADOPTED POSITION |
|---|---|-------------------------------|------------------------|
|   | <ul style="list-style-type: none"> <li>The left side of the road is clearly visible and free of oncoming traffic for a sufficient distance to permit the passing without interfering with the safe operation of vehicles approaching from the opposite direction, and,</li> <li>The driver operates to the left of the pavement markings only as long as reasonable necessary to complete the passing maneuver.</li> </ul>  |                               |                        |
| <b>SB 1</b><br><b>(Steinberg D)</b><br>Sustainable Communities Investment Authority.              | <p>SB 1 as approved by the Senate with a vote of 27-11. The bill is now awaiting referral to a policy committee on the Assembly.</p> <p>This bill would create a new form of tax increment financing that would allow local governments to create a Sustainable Communities Investment Authority to finance specified activities within a sustainable communities investment area.</p>  | ASSEMBLY DESK                 | WATCH                  |
| <b>SB 469</b><br><b>(Corbett D)</b><br>Public contracts: local agencies: public transit vehicles. | <p>SB 469 would require a local entity when awarding a contract to procure public transit buses to give a 10% preference to any bidder that agrees to manufacture the vehicles in California.</p>   | SENATE T. & H – Two-Year Bill | WATCH                  |
| <b>SB 613</b><br><b>(DeSaulnier D)</b><br>Bay Area Toll Authority                                 | <p>SB 613 was approved by the Senate with a 35-0 vote on May 6, but it is still awaiting referral to an Assembly policy committee.</p> <p>This bill would generally prohibit the use of Bay Area Toll Authority (BATA) revenues from being used to invest in real estate. In addition, the bill would limit direct contributions from BATA to MTC to 1% of gross annual toll bridge revenues. The bill would allow additional contributions from BATA to MTC in the form of a loan to be repaid with interest. The total amount of loans could not exceed 1% of gross annual bridge toll revenue.</p> | Assembly Desk                 | WATCH                  |

| Bills  | Subject  | Status  | NCTPA ADOPTED POSITION |
|--|--|---|------------------------|
| <p><b>SB 791</b><br/><b>(Wyland R)</b><br/>Motor vehicle fuel tax: rate adjustment</p> | <p>SB 791 remains in the Senate Committee on Transportation &amp; Housing. The author pulled the bill from the April 30<sup>th</sup> agenda.</p> <p>SB 791 would eliminate the requirement for the BOE to adjust the "fuel swap" excise tax on annual basis, and instead require any calculated increase to be approved by a 2/3 vote of the legislature.</p> <p>SB 791 would strip this responsibility from the BOE, and require the Department of Finance to perform this calculation. If the calculation shows that the swap excise tax should be reduced then that adjustment if automatically made. If, however, the calculation results in an increase in the swap excise tax rate, the DOF must report that outcome to the Joint Legislative Budget Committee by March 1 each year. The proposed increase must be approved by a 2/3 vote of each house in order to take effect.</p> | <p>SENATE T &amp; H –<br/>Two Year Bill</p>                       | <p>OPPOSE</p>          |
| <p><b>SB 792</b><br/><b>(DeSaulnier D)</b><br/>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. –<br/>Held of Suspense<br/><br/>Two Year Bill</p> | <p>WATCH</p>           |

| Bills   | Subject   | Status       | NCTPA ADOPTED POSITION |
|---|---|--------------|------------------------|
| <p><b>SCA 4</b><br/><b>(Liu D)</b><br/>Local government transportation projects: special taxes: voter approval.</p>     | <p>SCA 4 was approved by the Senate Committee on Governance &amp; Finance, and has been referred to the Senate Committee on Transportation &amp; Housing because it deals solely with transportation sales taxes.</p> <p>This measure would amend the Constitution to lower the voter approval threshold to 55% for the imposition, extension, or renewal of a local tax for transportation projects. SCA 4 was amended to require a local measure to include the following in order to be approved with a 55% vote:</p> <ul style="list-style-type: none"> <li>• Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes,</li> <li>• Includes a requirement for annual audits, and</li> <li>• Requires the creation of a citizens' oversight committee.</li> </ul>  | SENATE T & H | SUPPORT                |
| <p><b>SCA 8</b><br/><b>(Corbett D)</b><br/>Local government transportation projects: special taxes: voter approval.</p> | <p>SCA 8 was approved by the Senate Committee on Governance &amp; Finance, and has been referred to the Senate Committee on Transportation &amp; Housing because it deals solely with transportation sales taxes.</p> <p>SCA 8 is another measure that would amend the Constitution to lower the voter approval threshold to 55% for the imposition, extension, or renewal of a local tax for transportation projects. SCA 8 was also amended to require a local measure to include the following in order to be approved with a 55% vote:</p> <ul style="list-style-type: none"> <li>• Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes,</li> <li>• Includes a requirement for annual audits, and</li> <li>• Requires the creation of a citizens' oversight committee.</li> </ul> <p>Senator Corbett has also introduced SCA 9, which would allow for a sales tax to be imposed with a 55% voter approval if the funding is used for local community and economic development projects</p> | SENATE T & H | SUPPORT                |

| Bills  | Subject  | Status                                  | NCTPA ADOPTED POSITION |
|--|--|---|------------------------|
| <p><b>SCA 11</b><br/><b>(Hancock D)</b><br/>Local government:<br/>special taxes:<br/>voter approval.</p> | <p>SCA 11 was approved by the Senate Committee on Governance &amp; Finance, and has been referred to the Senate Committee on Elections &amp; Constitutional Amendments.</p> <p>SCA 11 is an “umbrella measure” on lowering the voter threshold from 2/3 to 55% for local sales taxes and parcel taxes. This measure would lower the vote threshold for any purpose. Since it applies to any special tax, this measure was not sent to Senate Transportation &amp; Housing.</p> <p>Similar to SCA 4 and SCA 8, SCA 11 was also amended to require the following elements in the local measure in order to be approved by 55%:</p> <ul style="list-style-type: none"> <li>• Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes,</li> <li>• Includes a requirement for annual audits, and</li> <li>• Requires the creation of a citizens’ oversight committee.</li> </ul> | <p>SENATE E &amp; C A –<br/>6/18/13</p> | <p>SUPPORT</p>         |



June 19, 2013  
NCTPA Agenda Item 10.2  
Continued From: New  
**Action Requested: APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Tom Roberts, Manager of Public Transit  
(707) 259-8635/ Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** Approval of the Amendment #8 of the Transit Services Agreement No. 10-01 between the Napa County Transportation and Planning Agency (NCTPA) and Veolia Inc.

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Amendment #8 of Transit Service Agreement No. 10-01 (Attachment 1) authorizing the Executive Director to execute said amendment with the maximum compensation not to exceed \$230,182 for additional vehicle maintenance and customer service staff support.

### **EXECUTIVE SUMMARY**

Over the past few years the agency has initiated significant transit service improvements in most of the jurisdictions in Napa County including adding new bus routes and expanding operations associated with the new multi-modal transit hub. Collectively these have placed significant demands on customer service and vehicle maintenance staff unanticipated at the time of the original contract award to Veolia Transportation. Pursuant to the existing agreement, subsequent services that constitute more than a 10% increase in service can cause the contract to be reopened and the hourly cost of service to be renegotiated. Based on the proposed nominal cost adjustment, staff recommends that the Board approve the proposed increase in the contract value for the remainder of year four and all of year five of the contract so that additional maintenance and customer service staff may be added.

### **PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes, an amount not to exceed \$230,182.

**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**

Over the past few years the agency has initiated service improvements and expansion in American Canyon, Calistoga, Napa and Yountville. Enhancements for bus service in the City of St. Helena are also being planned. In addition, new intercity bus routes have been added to provide services to Contra Costa County and Sonoma County. New services to Solano County will begin in July 2013. In addition, the December 2012 system changes increased service frequency and service hours in the City of Napa on regional routes 10 and 11. With more vehicles operating providing more in-service hours each day, the demands upon maintenance personnel have increased significantly.

Customer service functions have also been affected by ridership growth. By way of example, in 2008 riders seeking service in Calistoga and Yountville generated a few hundred telephone calls per month. The significant increase in ridership in these communities now generates almost 5,000 reservation calls to dispatch a month. VINE Go service improvements coupled with the growth in VINE ridership has also added to the increased call volume.

Up to ten buses can arrive at the new Soscol Gateway Transit Center at the same time. This has greatly benefitted riders as they can easily transfer to any number of buses with little wait time. In fact, this coordination or "pulsing" has generated new riders but it has also resulted in many more walk up customers to the sales office throughout the day.

To address these impacts, Veolia is proposing to add the following positions:

- (1) Road Supervisor
- (1) Class "B" Mechanic
- (1) Utility Worker
- (1) Customer Service representative

The additional employees would increase Veolia's hourly cost for services from \$59.9263 to \$ 61.9395 in year four (4) and to \$ 63.6506 in year five (5).

NCTPA's original Request for Proposals (RPF) for the provision of transit services established a base number of hours for which bidders were to propose an hourly cost for service. The contract stipulates that "the annual service hours may increase or decrease by a maximum of 10% without affecting the annual hourly service rate". The cumulative enhancements to transit services have exceeded the 10% threshold making an adjustment in rates allowable at this time.

The service improvements initiated by the agency in recent years have resulted in very positive growth trends that are anticipated to continue for the foreseeable future. Adequate maintenance and customer service staffing to accommodate the agency's service levels is paramount to the provision of a safe, effective and customer oriented transit system.

Attachment 2 compares hourly costs between Bay Area systems and underscores that the VINE and its family of services remains one of the most cost effective systems in the Bay Area.

### **SUPPORTING DOCUMENTS**

- Attachments: (1) Amendment 8 to NCTPA/Veolia Agreement No. 10-01  
(2) Bay Area Fixed Bus Operators Comparison Cost of Cost per Vehicle Service Hour

**Amendment #8  
Of the Transit Services Agreement No. 10-01  
Between  
Napa County Transportation and Planning Agency (NCTPA)  
and  
Veolia Transportation, Inc.**

This Amendment #8 to that NCTPA Agreement No. 10-01 (the Agreement) is entered into as of June 19, 2013 by between the Napa County Transportation and Planning Agency, herein referred to as "NCTPA" and Veolia Transportation Services, Inc., herein referred to as "Contractor".

**Recitals**

**WHEREAS**, the NCTPA has directed increased service levels and improvements throughout Napa Valley and Veolia Transportation Services has agreed to provide increased service levels; and

**WHEREAS**, collectively these operational changes have placed significant new demands upon customer service and vehicle maintenance staff unanticipated at the time of the award of the transit contract to Veolia Transportation; and

**WHEREAS**, Veolia Transportation Services has requested additional compensation to accommodate these services changes.

**Terms**

**NOW THEREFORE**, NCTPA and Contractor agree to amend the Contract, effective July 1, 2013 to provide an additional amount not to exceed \$230,181.16 to Veolia Transportation, Inc. for increased service levels for the balance of year four (4) and for year (5) pursuant to the terms outlined in Attachment A hereto. The Base Hourly Rate for the balance of year four (4), July 1, 2013 to August 31, 2013 will be \$61.9395. The Base Hourly Rate for year five (5) will be \$63.6506.

The PARTIES agree that all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment #8 to Agreement No. 10-01 was executed through their duly authorized representatives as noted below:

NCTPA

Veolia Transportations Services, Inc

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

By \_\_\_\_\_

Date: \_\_\_\_\_

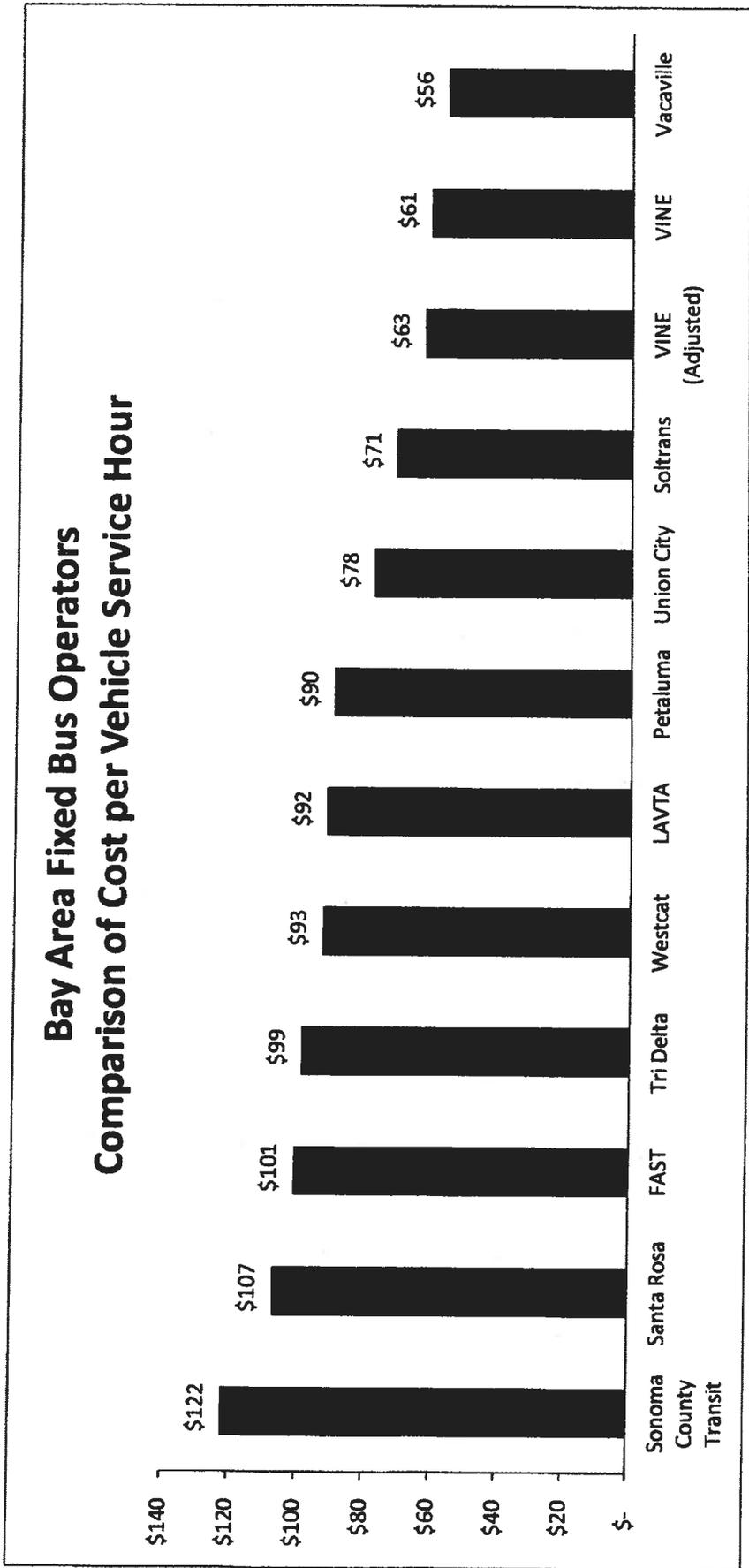
Date: \_\_\_\_\_

Attest:

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

Approved As to Form:

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





June 19, 2013  
NCTPA Agenda Item 10.3  
Continued From: NEW  
**Action Requested: APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Eliot Hurwitz, Program Manager for Planning  
(707) 259-8782 / Email: [ehurwitz@nctpa.net](mailto:ehurwitz@nctpa.net)  
**SUBJECT:** Transportation Development Act-Article 3 (TDA-3) Call for Projects

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the TDA-3 Call for Projects.

### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee (TAC) recommends that the NCTPA Board approve the TDA-3 Call for Projects,

### **EXECUTIVE SUMMARY**

The TDA-3 program is funded by approximately 2% of the ¼ cent statewide sales tax for bicycle and pedestrian projects. This generates approximately \$120,000 per year in revenues for Napa County Jurisdictions.

### **FISCAL IMPACT**

Is there a Fiscal Impact? No, although once the call for projects is issued, approximately \$296,000 will be available for project allocation.

### **BACKGROUND AND DISCUSSION**

The TDA-3 program can fund a wide range of project types, including new capital construction, design, engineering of bike and pedestrian project or for the maintenance of class I bikeway, restriping class II bicycle lanes; development or support of a bicycle

safety education program; and development of a comprehensive bicycle and/or pedestrian facilities plan (once every 5 years).

### **PROPOSED TIMELINE**

| <b>ITEM</b>                                   | <b>DATE</b>        |
|---|--------------------|
| Board Approval                                | June 19, 2013      |
| Issue Call For Projects                       | June 19, 2013      |
| Applications - <i>due to NCTPA by 5:00 PM</i> | August 16, 2013    |
| Draft Program Review by ATAC                  | August 26, 2013    |
| Draft Program Review by TAC                   | September 5, 2013  |
| Board Approval                                | September 18, 2013 |

### **SUPPORTING DOCUMENTS**

Attachment: (1) Guide and Application for Transportation Development Act–Part 3 (TDA-3) Funds for Napa County



Guide and Application for  
Transportation Development Act – Part 3 (TDA-3) Funds  
for Napa County

FY 2013-14 Applications Due to NCTPA: August 16, 2013

NCTPA  
625 Burnell Street  
Napa, CA 94559  
Phone: 707-259-8631  
Fax: 707-259-8638  
[www.nctpa.net](http://www.nctpa.net)

April 24, 2013

The Napa County Transportation and Planning Agency is pleased to announce a Call for Projects for Transportation Development Act, Part 3 (TDA-3) funds available to Napa County jurisdictions.

The TDA-3 program is a grant program, funded by approximately 2% of the 1/4cent Statewide Sales Tax. This generates approximately \$120,000 per year in revenues for Napa jurisdictions. The purpose of the TDA-3 program is to provide grants for local bicycle and pedestrian projects.

The TDA-3 program can fund a wide range of project types, including for capital construction and/or design engineering of bicycle and pedestrian projects; and/or for the maintenance of a Class I bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan (once every 5 years),

NCTPA is pleased that your agency or organization has chosen the TDA-3 program as a potential funding source to complete your eligible project. This packet has been created to help guide you in submitting a successful application for funding.

The available funding for Napa County TFCA projects for FY 2013-14 will be approximately \$296,000 dollars. The Applications for FY 2013-14 will be due to NCTPA by 5:00 PM on Friday, August 16, 2013.

If you have any questions, you may contact Eliot Hurwitz, TDA-3 Program Manager at:  
625 Burnell Street  
Napa, CA 94559  
Phone: 707-259-8631

Sincerely,

Kate Miller  
Executive Director  
Napa County Transportation & Planning Agency

## **The TDA-3 Program**

The State Legislature passed the Transportation Development Act (TDA) in 1971.

The TDA provides one of the major funding sources for public transportation in California. Transportation Development Act (TDA) funds are generated from a statewide ¼ cent sales tax. Article 3 of TDA is a set-aside of approximately 2% of those monies. Under Article 3 of the TDA, funds are also used by local jurisdictions for bicycle and pedestrian projects.

The Metropolitan Transportation Commission (MTC) administers TDA3, which is distributed based on population. Each year, an annual fund estimate or “entitlement” is developed for each jurisdiction. Unused “entitlement” is accumulated as credit. A jurisdiction’s claim in any given year cannot exceed the sum of their accumulated credit plus their projected entitlement for the following two years.

Funds are obtained by local jurisdictions via a three-step process: (1) apportionment, (2) allocation, and (3) payment (reimbursement). Apportionment in the San Francisco Bay Area follows a Metropolitan Transportation Commission (MTC) formula based upon population. Allocation is the discretionary action by MTC that designates funds for a specific claimant for a specific purpose. NCTPA submits TDA allocation requests to MTC on a regular basis, and unused TDA funds allocated to any project may be rolled over from one fiscal year to the next. No matching funds are required, but the project must meet the funding objectives and be developed in cooperation with the community. The basic objectives of the grant source are to fund projects that increase the safety, security, and efficiency of bicycle and pedestrian travel, and to provide for a coordinated system. The MTC requires supporting resolutions from the sponsoring Council.

There are no matching requirements with this funding source. TDA 3 projects are required to meet Caltrans safety design criteria and CEQA requirements; be completed within three years; be maintained; be consistent with adopted bicycle plans; and be authorized by a governing council or board.

This “Call for Projects” will be issued on May 15, 2013, upon approval by the NCTPA Board of Directors. In addition to the application, project sponsors must deliver documentation of environmental clearance and maps/documents showing project locations and design parameters. Projects must be approved by MTC.

As part of the grant process, MTC also requires the City Council to adopt a resolution making certain findings as follows:

- (i) the City is eligible to request grant funding under State law,
- (ii) there is no pending or threatened litigation that adversely affects the project
- (iii) the grant application is accurate,
- (iv) The jurisdiction has committed adequate staffing resources to complete the projects
- (v) The jurisdiction will comply with CEQA,
- (vi) the completed projects will be maintained by the jurisdiction for the benefit of the public, and
- (vii) the adopted resolution will be sent to NCTPA

## **Basic Eligibility for TDA-3 Funding**

TDA Article 3 funds may be used for the following activities relating to pedestrian and bicycle facilities (including sidewalk wheelchair ramps):

- Engineering expenses leading to construction.
- Right-of-way acquisition.
- Construction and reconstruction.

- Retrofitting existing bicycle and pedestrian facilities, including installation of signage, to comply with the Americans with Disabilities Act (ADA).
- Route improvements such as signal controls for cyclists, bicycle loop detectors, rubberized rail crossings and bicycle-friendly drainage grates.
- Purchase and installation of bicycle facilities such as
  - secure bicycle parking,
  - benches, drinking fountains, changing rooms, rest rooms and showers which are adjacent to bicycle trails, employment centers, park-and-ride lots, and/or transit terminals and are accessible to the general public.
- Maintenance of Class I bikeways (unlimited)
- Maintenance of Class II bikeways. Countywide, the total funds allocated to Class II bikeway maintenance cannot exceed 20% of the total countywide TDA estimate
- Bicycle Safety Education Programs (not more than 50% of the project's budget and not more 5% of the countywide TDA Article 3 funds)
- Comprehensive Bicycle & Pedestrian Facilities Plans (not more than once per jurisdiction every 5 years)
- Projects identified in a recent (within 5 years) comprehensive local bicycle or pedestrian plan
- Annual TDA Article 3 Audits

TDA Article 3 funds may not be used to fully fund the salary of any one person working on these programs.

**Bicycle Advisory Committee Requirement**

Cities and counties may not receive TDA Article 3 funds for bicycle projects unless the jurisdiction has established a Bicycle Advisory Committee (BAC) and the project is included in an adopted plan as stipulated in the MTC TDA Article 3 Rules and Procedures. This requirement does not apply to pedestrian projects. For Napa County, the NCTPA Active Transportation Advisory Committee is fulfills this requirement. However, for those jurisdictions with additional local Bicycle Advisory Committees, the approval of that committee is also required.

**Recent Project Examples in Napa County**

| <b>Project Name</b>                   | <b>Sponsor</b> | <b>TDA-3 Funds</b> | <b>Total Project \$</b> | <b>Costs must be incurred by</b> |
|---------------------------------------|----------------|--------------------|-------------------------|----------------------------------|
| ADA Curb Ramps, CON                   | Calistoga      | \$60,000           | \$60,000                | 6/30/2015                        |
| Rowena Ave Sidewalk Improvements, CON | City of Napa   | \$169,000          | \$169,000               | 6/30/2015                        |
| SR29 Undercrossing, PE                | City of Napa   | \$72,000           | \$72,000                | 6/30/2015                        |
| Vine Trail – Solano Ave, PE           | NCTPA          | \$50,000           | \$504,000               | 6/30/2015                        |

**Project Selection Process**

The project selection process is as follows. NCTPA staff will run the prospective projects through an initial qualification process based on project eligibility, and present their findings to the NCTPA Active

Transportation Advisory Committee (ATAC) which will serve as the initial selection and prioritization committee. The ATAC recommendations will be forwarded to the NCTPA Technical Advisory Committee (TAC) for their review and recommendation. The recommendation from both Committees will be forwarded to the NCTPA Board for their decision.

Projects will be evaluated on a cost effective and project readiness basis.

### **TDA-3 Project Selection Criteria for Napa County**

#### For Bicycle Projects

- The project is listed in the jurisdiction's adopted Bicycle Plan
- The project priority level is "high" as indicated in the jurisdiction's Bicycle Plan
- Environmental Clearance is secured

#### For Pedestrian Projects

- The project is listed in the jurisdiction's Capital Improvement Plan
- Environmental Clearance is secured

Additional credit will be given to projects that

- are on the Countywide "Primary Bikeway Network"
- provide additional local matching funds (not required)

### **Application Instructions:**

TDA-3 project applications for FY 2013-14 must be submitted to NCTPA no later than 5:00 pm on Friday August 16, 2013. Applications may be emailed to Eliot Hurwitz at [ehurwitz@nctpa.net](mailto:ehurwitz@nctpa.net). Applications must include:

- MTC project application (attached)
- Resolution of local support following MTC requirements (attached)

### **What Happens After Submission of the TDA-3 application?**

After applications are submitted to NCTPA the evaluation process will begin. NCTPA plans on the following action timeline:

- August 27, 2013 – NCTPA will take proposed 2013-14 TDA-3 projects to the NCTPA Active Transportation Advisory Committee (ATAC) for recommendation to NCTPA Board
- September 5, 2013 – NCTPA will take proposed 2013-14 TDA-3 projects to the NCTPA Technical Advisory Committee (TAC) for recommendation to NCTPA Board
- September 18, 2013 – NCTPA will take proposed final projects for FY 2013-14 to the NCTPA Board for approval (date tentative) and forwards the applications to MTC
- October 2013 – MTC sends out agreements to project sponsors (date tentative)

## **Contact Information**

Napa County TDA-3 Program Manager:  
Eliot Hurwitz  
625 Burnell Street  
Napa, CA 94559  
Phone: (707) 259-8782  
[ehurwitz@nctpa.net](mailto:ehurwitz@nctpa.net)

NCTPA Main Office  
625 Burnell Street  
Napa, CA 94559  
Phone: (707) 259-8631  
Fax: (707) 259-8638  
[www.nctpa.net](http://www.nctpa.net)

Metropolitan Transportation Commission  
TDA & RM2 Operating Program Manager  
Cheryl Chi  
510-817-5939  
[cchi@mtc.ca.gov](mailto:cchi@mtc.ca.gov)

# Metropolitan Transportation Commission

## Transportation Development Act Article 3 Funds Bicycle and Pedestrian Projects

### **Instructions for the Use of the Model Governing Body Resolution by Claimants**

*(A model resolution follows these instructions)*

The model resolution contains four parts:

1. Abstract of the purpose of the resolution (optional)
2. Body of the Resolution
3. Attachment A to the Resolution – Required Findings
4. Attachment B to the Resolution – MTC Claim Form(s)

All TDA Article 3 claimants should use this model resolution since it includes proper wording for findings to be made by the claimant.

One resolution may be used for requesting allocations for multiple projects.

A claimant may reformat the resolution for administrative purposes, but any wording changes should be approved by MTC in advance.

Attachment A, the “Findings,” must be included as part of the resolution. If you have questions about revising any of the text in the resolution or in Attachment A, or altering any of the findings, please contact MTC for prior approval.

For attachment B – local Congestion Management agency or county-approved forms may be used in lieu of MTC’s standard format if basic identifying information about the project and the project sponsor is included. A separate “Project Application” form must be used for each project. If the claim covers multiple projects, the multiple claim forms still constitute only one Attachment B. In other words, Attachment B can be one to “n” number of claim forms, and the total number of pages of Attachment B is the total number of pages of all of the claim forms (including any accompanying pages).

Where you see INSERT NUMBER, insert – in black type – the number you assign to the resolution.

Where you see INSERT NAME OF CLAIMANT, insert – in upper and lower case black type – the official name of the city or county (e.g., “the City of Oakland,” “the County of Solano”).

Where you see INSERT NAME OF COUNTY, insert – in upper and lower case black type – the name of the county from which the claim is being submitted (e.g., “Napa County”).

Resolution No. **INSERT NUMBER**  
Abstract [Optional]

This resolution approves the request to the Metropolitan Transportation Commission by the **INSERT NAME OF CLAIMANT** for an allocation of Transportation Development Act Article 3 Pedestrian and Bicycle Project funding for fiscal year **INSERT FISCAL YEAR**.

Resolution No. **INSERT NUMBER**

Re: Request to the Metropolitan Transportation Commission for the allocation of fiscal year **INSERT FISCAL YEAR** Transportation Development Act Article 3 Pedestrian/Bicycle project funding

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 875, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 875, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the **INSERT NAME OF CLAIMANT** desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

RESOLVED, that the **INSERT NAME OF CLAIMANT** declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the **INSERT NAME OF CLAIMANT** to carry out the project; and furthermore, be it

RESOLVED, that the **INSERT NAME OF CLAIMANT** attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of **INSERT NAME OF COUNTY** for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

The **INSERT NAME OF CLAIMANT** adopted this resolution on **INSERT DATE**.

AYES:

NAYS:

Certified to by (signature): \_\_\_\_\_

**TYPE NAME OF CERTIFYING INDIVIDUAL HERE**

Resolution No. **INSERT NUMBER**  
Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year **INSERT FISCAL YEAR** Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

## Findings

Page 1 of 1

1. That the **INSERT NAME OF CLAIMANT** is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the **INSERT NAME OF CLAIMANT** legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the **INSERT NAME OF CLAIMANT** has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the **INSERT NAME OF CLAIMANT** within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.).
9. That any project described in Attachment B that is a "Class I Bikeway," meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B are ready to commence implementation during the fiscal year of the requested allocation.
11. That the **INSERT NAME OF CLAIMANT** agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Resolution No. INSERT NUMBER  
Attachment B  
page INSERT PAGE NUMBER of INSERT TOTAL PAGE NUMBERS

**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: \_\_\_\_\_ Applicant: \_\_\_\_\_

Contact person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Secondary Contact (in event primary not available) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Short Title Description of Project:** \_\_\_\_\_

Amount of claim: \$ \_\_\_\_\_

**Functional Description of Project:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, environmental, engineering, right-of-way, construction, inspection, contingency, audit). Use the table below to show the project budget. Include prior and proposed future funding of the project. If the project is a segment of a larger project, include prior and proposed funding sources for the other segments.

**Project Elements:** \_\_\_\_\_

\_\_\_\_\_

| Funding Source          | All Prior FYs | Application FY | Next FY | Following FYs | Totals |
|-------------------------|---------------|----------------|---------|---------------|--------|
| TDA Article 3           |               |                |         |               |        |
| list all other sources: |               |                |         |               |        |
| 1.                      |               |                |         |               |        |
| 2.                      |               |                |         |               |        |
| 3.                      |               |                |         |               |        |
| 4.                      |               |                |         |               |        |
| <b>Totals</b>           |               |                |         |               |        |

| Project Eligibility:   | YES?/NO? |
|--|----------|
| A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).  |          |
| B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.  |          |
| C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).                      |          |
| D. Has the project been reviewed by a Bicycle Advisory Committee? (If "NO," provide an explanation).   |          |
| E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction). |          |
| F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) _____  |          |
| G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)                    |          |

**Instructions for the Use of the Model Resolution for Use by Countywide Agencies for Submittal of the Countywide Coordinated Claim**

A copy of the resolution follows these instructions.

The exact text of the body of the model resolution must be submitted to MTC; however, a claimant may reformat the resolution for administrative purposes.

Attachment A, the prioritized list of projects, must be completed and included as part of the resolution.

Where you see INSERT NUMBER, insert – in black type – the number you assign to the resolution.

Where you see INSERT NAME OF COUNTY, insert – in upper and lower case black type – the name of the county from which the claim is being submitted. (e.g., “Napa County”).

Where you see INSERT NAME OF COUNTYWIDE AGENCY, insert – in upper and lower case black type – the name of the agency from which the claim is being submitted. (e.g., “Napa County Transportation Planning Agency,” “Solano Transportation Authority,” “Contra Costa County Board of Supervisors,” “Santa Clara Valley Transportation Authority”).

Resolution No. **INSERT NUMBER**

Re: Submittal of Countywide Coordinated Claim to the Metropolitan Transportation Commission for the Allocation of Fiscal Year **INSERT FISCAL YEAR** TDA Article 3 Pedestrian/Bicycle Project Funds to Claimants in **INSERT NAME OF COUNTY**

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 875, Revised, which delineates procedures and criteria for submission of requests for the allocation of TDA Article 3 funds; and

WHEREAS, MTC Resolution No. 875, Revised requires that requests from eligible claimants for the allocation of TDA Article 3 funds be submitted as part of a single, countywide coordinated claim, composed of certain required documents; and

WHEREAS, the **INSERT NAME OF COUNTYWIDE AGENCY** has undertaken a process in compliance with MTC Resolution No. 875, Revised for consideration of project proposals submitted by eligible claimants of TDA Article 3 funds in **INSERT NAME OF COUNTY**, and a prioritized list of projects, included as Attachment A of this resolution, was developed as a result of this process; and

WHEREAS, each claimant in **INSERT NAME OF COUNTY** whose project or projects have been prioritized for inclusion in the fiscal year **INSERT FISCAL YEAR** TDA Article 3 countywide coordinated claim, has forwarded to the **INSERT NAME OF COUNTYWIDE AGENCY** a certified copy of its governing body resolution for submittal to MTC requesting an allocation of TDA Article 3 funds; now, therefore, be it

RESOLVED, that the **INSERT NAME OF COUNTYWIDE AGENCY** approves the prioritized list of projects included as Attachment A to this resolution; and furthermore, be it

RESOLVED, that the **INSERT NAME OF COUNTYWIDE AGENCY** approves the submittal to MTC, of the **INSERT NAME OF COUNTY** fiscal year **INSERT FISCAL YEAR** TDA Article 3 countywide, coordinated claim, composed of the following required documents:

- A. transmittal letter
- B. a certified copy of this resolution, including Attachment A;
- C. one copy of the governing body resolution and required attachments, for each claimant whose project or projects are the subject of the coordinated claim;
- D. a description of the process for public and staff review of all proposed projects submitted by eligible claimants for prioritization and inclusion in the countywide, coordinated claim;

E. confirmation that each project meets Caltrans' minimum safety design criteria and is ready to implement within the next fiscal year.

This resolution was adopted by **INSERT NAME OF COUNTYWIDE AGENCY** on **INSERT DATE**.

AYES:

NAYS:

Certified to by (signature): \_\_\_\_\_  
**TYPE NAME OF CERTIFYING INDIVIDUAL HERE**

Resolution No. **INSERT NUMBER**  
Attachment A

Re: Submittal of Countywide Coordinated Claim to the Metropolitan Transportation Commission for the Allocation of Fiscal Year **INSERT FISCAL YEAR** TDA Article 3 Pedestrian/Bicycle Project Funds to Claimants in **INSERT NAME OF COUNTY**

**Prioritized List of Projects**

|     | Short Title Description of Project | TDA Article 3 Amount | Total Project Cost |
|-----|------------------------------------|----------------------|--------------------|
| 1.  |                                    |                      |                    |
| 2.  |                                    |                      |                    |
| 3.  |                                    |                      |                    |
| 4.  |                                    |                      |                    |
| 5.  |                                    |                      |                    |
| 6.  |                                    |                      |                    |
| 7.  |                                    |                      |                    |
| 8.  |                                    |                      |                    |
| 9.  |                                    |                      |                    |
| 10. |                                    |                      |                    |
| 11. |                                    |                      |                    |
| 12. |                                    |                      |                    |
|     | <b>Totals</b>                      |                      |                    |



June 19, 2013  
NCTPA Agenda Item 10.4  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Eliot Hurwitz, Program Manager for Planning  
(707) 259-8782 / Email: [ehurwitz@nctpa.net](mailto:ehurwitz@nctpa.net)  
**SUBJECT:** Approval of Work Authorization No. 5 to Contract No. 12-29 for On-Call Engineering and Architectural Services

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Work Authorization No. 5 to Contract No. 12-29 issued pursuant to RFQ 2012-03 for On-Call Engineering and Architectural Services for the design and environmental clearance of the "Solano Avenue Segment" of the Napa Valley Vine Trail in an amount not to exceed \$765,600 and direct the NCTPA Executive Director to enter into an agreement with Riechers Spence & Associates to complete the Task Order.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The "Solano Avenue Segment" project of the Napa Valley Vine Trail will construct a 6 mile Class I bicycle/pedestrian path within the public right of way from the present terminus of the Napa City "cross town Class I bike path" at the intersection of Redwood Road and Solano Avenue in Napa to the beginning of the "Yountville Mile" Class I bike path at the intersection of SR29 and California St. in the Town of Yountville. Work Authorization No. 5 will complete the Environmental Studies and 95% design work on the project for a not to exceed cost of \$765,600

The environmental and 95% design phases are is funded with a combination of Federal, State, local and private (philanthropic) funding sources including portions of a Federal "Transportation, Community and System Preservation" (TCSP) grant, Transportation Development Act, Article 3 (TDA-3), in-kind and cash contributions from the City of Napa and Napa County plus contributions from the Napa Valley Vine Trail Coalition. Funds for the construction of the project have been identified for approximately half of the project and application has been made for Federal funds to complete it.

## **PROCEDURAL REQUIREMENTS**

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

## **FINANCIAL IMPACT**

Is there a fiscal impact? Yes. If approved, NCTPA will enter into a contract with Riechers Spence & Associates (RSA) for \$765,600 in Federal and local funds to complete the Scope of Work.

## **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**

Napa Valley Vine Trail is envisioned as a 47-mile mixed-use path for pedestrians and cyclists that will run the length of the Napa Valley and connect to the ferry terminal in Vallejo, providing a crucial link to the City of San Francisco and larger Bay Area. The project has broad based community support from a coalition representing over 20 private and public sector organizations, all involved in its planning, design and funding. Initial project funding for the "Solano Avenue Segment" has been secured from federal, state, local and private (philanthropic) sources. NCTPA staff will also make managerial, engineering and oversight contributions to the effort.

The path will be located in the public right of way on property belonging to or controlled by the Napa County Flood Control District or Napa County west of the Napa Valley Wine Train tracks. The path is westerly of and runs parallel to State Highway 29. There will be three minor creek crossings, all of which can be accomplished via clear spans that will not impact the creek channels. The path shall be designed per local, state and federal requirements as an asphalt concrete path 10 feet in width with shoulders including highway safety improvements where the path crosses local streets and signing per local and the Manual on Uniform Traffic Control Devices (MUTCD) standards.

This Task Order will be for the complete engineering, design and environmental work, preliminary to project construction, as well as construction bid support and includes at least one public workshop.

## **SUPPORTING DOCUMENTS**

Attachment: (1) Work Authorization No. 5 Contract for Professional Engineering Services

**WORK AUTHORIZATION NO. 5  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section of Professional Service Agreement No. **12-29** (the Contract) entered into by and between the Napa County Transportation and Planning Agency (NCTPA), and Sonoma RSA, Inc., aka Riechers Spence & Associates (the Engineer).

**PART I.** The Engineer will perform engineering services generally described as Professional Engineering Services necessary to provide NCTPA with On-call Engineering and Project Delivery services, in accordance with the project description (Scope of Work) attached hereto and made a part of this Work Authorization. The responsibilities of the NCTPA and the Engineer as well as the work schedule are further detailed in Exhibits A, B, C, and D which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is **\$765,600**, and the method of payment is Labor Rates, as set forth in Exhibit B of the Contract. This amount is based upon fees set forth in Exhibit D, Fee Schedule, of the Contract and the Engineer's estimated Work Authorization costs, attached and made a part of this Work Authorization.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section(s) 3 thru 4 of the contract, and Exhibit D.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on **June 30, 2014** unless extended by a supplemental Work Authorization.

The maximum contract time is the time needed to complete all work authorizations that will be issued in the first two years of the contract. All work authorizations must be issued within the initial two-year period, starting from the contract execution date.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**  
Sonoma RSA, Inc.

**NCTPA**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title),

\_\_\_\_\_  
(Title),

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

- Exhibit A Services to be provided by the NCTPA
- Exhibit B Services to be provided by the Engineer
- Exhibit C Work Schedule
- Exhibit D Fee Schedule/Budget
- Attachment E-1 Local Agency Proposer UDBE Commitment (Services Contracts)
- Attachment E-2 Local Agency Proposer DBE Information (Services Contracts)
- Attachment E-3 UDBE Information – Good Faith Efforts

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY THE NCTPA**

The NCTPA will furnish or assist the Engineer in obtaining the following items and services:

1. Designate a Project Manager to coordinate all aspects of the project with the Engineer.
2. Furnish all available information necessary to perform the work in this contract.
3. Provide ongoing guidance, timely reviews and decisions necessary to complete the services required by this contract.
4. Perform timely review and processing of billing statements.

**EXHIBIT B****SERVICES TO BE PROVIDED BY THE ENGINEER****SCOPE OF WORK**

The following Scope of Services is for design, environmental review, and preparation of bid documents for the Napa to Yountville section of the Vine Trail consisting of a Class I bikeway. The successful proposer, hereinafter referred to as the consultant, shall perform the following tasks:

**Task 1 PROJECT INITIATION AND MANAGEMENT****Task 1.1 Project Kick-Off Meeting**

The consultant shall attend an organization and scoping meeting with NCTPA staff and others (as directed) to:

- a. Review Project objectives.
- b. Review the scope of services and design criteria
- c. Confirm the study area
- d. Collect available data and published materials
- e. Establish a meeting and presentation schedule
- f. Establish communication channels with other departments and stakeholders

Changes to the Scope of Work will be made (if necessary) at the conclusion of this effort, and an amended Scope of Work and Schedule will be agreed upon.

**Task 1.2 Project Management**

The consultant shall provide overall project management services. These services include:

General Project Management – This task includes the time required for the project manager, with administrative assistance, to administer the project contract, coordinate personnel and sub-consultant activities, prepare and maintain the project schedule, and prepare invoicing.

QA/QC – Each submittal will be reviewed by personnel not directly involved with the project to ensure that NCTPA quality standards are met. The consultant shall utilize senior level staff for all submittal reviews, and clearly communicate project requirements to the entire project team so all team members understand the project expectations.

Project Update Meetings – The consultant shall attend monthly project update meetings (approximately 9 during an assumed 9 month schedule for completion of the scope of work), and submit monthly progress reports. The consultant shall provide monthly schedule/milestone updates, including a Status of Open Items list/spreadsheet identifying open items/tasks, priorities, responsibilities, and brief status description. Participate in approximately 9 project coordination conference calls.

Project Schedule – The Consultant shall prepare and maintain a project schedule throughout the life of the project. The schedule will be updated and provided to the NCTPA on a bi-weekly basis.

**Task 2 DATA COLLECTION AND ANALYSIS****Task 2.1 Data Collection**

The consultant shall collect all available data and published materials, including reference maps for existing utilities, FEMA maps, Flood Control District plans, etc.

**Task 2.2 Base Mapping (Napa City Limit to Redwood Road only)**

- a. Title Reports. *Title Reports have been obtained under Task Order #4.*
- b. Topographic Survey. This task includes ground control, field surveying and office support required to prepare an accurate topographic survey map of the identified project alignment for us in presentation and design. The aerial mapping shall be prepared at 40-scale with a two-foot contour interval and spot elevations shown on an approximate 50-foot grid. The mapping will include surface features such as buildings, fences, concrete curbs or flatwork, retaining walls, tree driplines, pavement, sign, railroad improvements, drainage improvements, striping, and surface visible utilities. The topographic mapping will be based upon an aerial photogrammetric base sheet and supplemented by ground surveys as field conditions and project requirements dictate. Significant features obscured under tree cover that are not visible during compilation of the aerial mapping will be added as a part of the supplemental field survey efforts. The datums for this survey shall be NAD 83 for horizontal and NAVD 88 or a City/County benchmark for vertical.
- c. Boundary/Easement Survey. The survey work was started under Task Order #4. Complete the boundary/easement survey.

**Task 2.3 Field Inventory/Data Synthesis**

The consultant shall conduct a field inventory of potential bikeway corridor, photographing or otherwise recording all conditions observed in the field. Compare field notes, photographs, and drawings with base maps to ensure that the base map accurately reflects existing conditions. Information to be field inventoried and mapped:

- a. Existing utility appurtenances
- b. Significant trees
- c. Creek bank conditions
- d. Drainage features

The consultant shall synthesize field data and printed data into a user-friendly map. Opportunities and constraints will be clearly identified as will the overlap and conflicts between various plans. The consultant shall present all information on large-scale maps using AutoCAD. Supplement maps with our field notes so that they offer an accurate portrayal of existing and proposed conditions.

**Task 2.4 Utility Coordination**

Using the maps prepared above, the consultant shall coordinate with those agencies owning

utilities within the project's influence. This includes, but is not limited to, the City of Napa (water main) and PG&E (gas main). The consultant shall identify each agency's requirements for construction, temporary access and permanent access.

### **Task 2.5 Geotechnical Design Report**

The consultant shall prepare a Geotechnical Design Report to include subsurface exploration, laboratory testing and preparation of a report to advance the project design. The consultant shall notify Underground Service Alert to mark utilities and obtain drilling permits from Napa County. The consultant shall explore subsurface conditions near each bridge abutment with an augered boring to depths of about 35 feet. For the remainder of the path, auger 10 shallow borings about three feet deep to characterize the near surface soils. Representative samples shall be obtained of soils for laboratory testing, water levels measured and the borings backfilled upon completion. Laboratory testing will include moisture density, plasticity, strength and corrosion potential.

Based on subsurface exploration and laboratory testing, the consultant shall develop geotechnical design criteria for bridge foundations, including recommendations for driven mini-piles which are judged the most likely alternative at this time. The consultant shall discuss other foundation options with the project Structural Engineer, and if deemed practical, provide a discussion and design criteria for those options. Depth vs. pile capacity charts shall be prepared along with "L-pile" input parameters for structural design at the three different bridge locations.

For the bridge abutments, the consultant shall discuss site grading, material qualities, backfill methods, compaction and drainage requirements. For the paved pathway, the consultant shall discuss grading criteria and minimum asphalt/baseroack thicknesses. Lime treatment shall be specifically discussed as a method to "winterize" the site (if needed) or if particularly expansive soils are encountered. If other ground improvement methods are deemed practical, consultant shall discuss those items.

The consultant shall prepare design criteria and drainage recommendations for retaining walls likely necessary at the northern end of the project and also provide recommendations for the box culvert extensions at Salvador and/or Wine Country Avenue. The consultant shall further provide pavement recommendations for the western "shift" of Solano Avenue near the northern end of the project.

The consultant shall prepare a draft design report including boring logs for the bridges, laboratory test data and recommendations for the items described above. Upon receipt of comments, a final report shall be prepared.

## **Task 3 CEQA/NEPA COMPLIANCE**

### **Task 3.1 Caltrans Biological Studies**

The consultant shall conduct the following biological studies. Three (3) copies of each draft report and two (2) copies of each final report will be submitted to the NCTPA, County and Caltrans for review.

Given the highly disturbed/urban nature of the setting, it is unlikely that significant adverse impacts to biological resources and special-status species will occur. There are two drainages (Dry Creek and a flood control channel) in the bikeway alignment, which could potentially be subject to regulation by the U.S. Army Corps of Engineers (Corps) and/or California Department of Fish and Wildlife (DFW). Regulatory issues may be resolved through avoidance and minimization measures during project design. For example Corps jurisdiction could be avoided by placing bridge structures above the ordinary high water mark (OWHM). DFW concerns could be resolved by minor adjustments to trail alignment and/or planting of screening vegetation. However, Dry Creek is known to support Central Coast steelhead (federally-listed as threatened), and the flood control channel provides habitat for California red-legged frog (CRLF) (federally listed as threatened). Unless it can be demonstrated that these species would not likely be adversely affected by the project, a Biological Assessment will be required to assist Caltrans through the Section 7 Endangered Species Act process. To resolve these issues, protocol level CRLF surveys are proposed to determine presence or absence. In addition, a Natural Environment Study is proposed to identify avoidance and minimization measures that can be implemented to achieve a "not likely to adversely affect" determination for listed species.

#### Natural Environment Study (NES)

The consultant shall prepare a Natural Environment Study (NES) in accordance with Caltrans' Guidance (August 2009). The NES describes the biological resources present in the project area and evaluates project effects to those resources. The NES includes an invasive species assessment. Results and findings from the wetland delineation and protocol-level California red-legged frog survey (see below) will also be incorporated into the NES.

- a. The consultant shall prepare a preliminary draft NES for submittal to the NCTPA and/or other members of the NCTPA team for review. Following the internal review, the draft NES will be prepared and submitted to Caltrans for review. Following revisions to the draft NES, the final NES will be prepared and submitted to Caltrans.

#### Assumptions

- a. The project will be evaluated to determine if any endangered, threatened, or other special-status species may be affected. The cost for this task assumes that the avoidance and minimization measures proposed in the NES will be sufficient to obtain a "not likely to adversely affect" determination for federally listed species, and that a Biological Assessment (BA) would therefore not be required. If Caltrans and/or the USFWS determines that the project is "likely to adversely affect" listed species and/or critical habitat, a budget augment to complete a BA shall be proposed.

#### Wetland Delineation

The consultant shall prepare a wetland delineation report to identify potential wetlands and other waters (ponds, ditches, streams, etc.) in the study area that are likely to be subject to Corps jurisdiction. Specific consultant services will include:

- a. The conduct of a field analysis of potential wetlands in the study area, per standard Corps delineation methodology, including evaluation of sample sites for soil, vegetation, and hydrologic indicators.

- b. The preparation of a draft wetland map showing all potentially jurisdictional areas.
- c. The completion of a jurisdictional delineation report, including the map, suitable for submittal to the Corps. The report will be submitted to the NCTPA and County for review, comment, and approval prior to submittal to the Corps.
- d. Visits to the property with the Corps to verify the delineation report.
- e. Revisions to the wetland delineation map and report as necessary in response to Corps comments. The revised report will be submitted to the NCTPA and County for review and approval prior to final submittal to the Corps.

#### Assumptions

- a. If fill of potentially-jurisdictional features can be avoided, the proposed project would not be expected to require permitting from resource agencies.
- b. If it is determined that jurisdictional features will be filled by the proposed bikeway project, regulatory permits will be required (not included in this scope and fee proposal). This task could be conducted during the future construction documentation phase of the project.

#### California Red-Legged Frog Protocol Surveys

To determine presence or absence of California red-legged frog, the consultant shall complete and submit the initial site assessment of all potential California red-legged frog habitat that may be affected by a project. The USFWS uses the assessment to determine if surveys for California red-legged frogs are necessary.

The USFWS typically requires protocol level surveys of a site such as the Vine Trail Oak Knoll Segment alignment. Therefore, the consultant will also proceed with the surveys prior to waiting for a response from the USFWS. As mentioned above, it is expected that the USFWS to require surveys of the site and this will ensure the surveys can be completed this year (2013).

USFWS protocol for California red-legged frogs require at least eight site visits during which all affected potential habitat will be searched for the presence of this species. Two daytime visits and four night time visits must be made during the breeding season (January 1 through June 30). Two additional visits, one daytime and one nighttime, must also be made during the non-breeding season (July 1- October 31). Because individual daytime and nighttime surveys can be conducted within the same 24 hour period, the survey effort can be completed during the course of five site visits. These surveys can only be conducted on clear nights when temperatures are above 50 degrees Fahrenheit.

For the California red-legged frog surveys of the proposed Vine Hill Oak Knoll Segment site in Napa County, the consultant shall complete the following work:

Site Assessment- the consultant shall prepare an assessment of the potential habitat for California red-legged frog affected by construction of the proposed bike trail. Information on any habitat areas will be recorded on USFWS CRLF assessment data sheets. The assessment must include all California red-legged frog observations from within five miles of the site and discuss all potential habitat within one mile of the site. The assessment will be submitted to the USFWS in order to allow the service to determine if surveys are necessary.

California Red-legged Frog Surveys –a biologist familiar with amphibian biology each will survey the site eight times, three times during the day and five times during the night, between the month of January and November. The biologist will walk all potential habitat, including existing flood control channels and the Dry Creek crossing, searching for California red-legged frogs. Observations will be recorded on USFWS CRLF survey data sheets. If any California red-legged frogs are observed, the consultant shall contact the USFWS and submit this information to the California Natural Diversity Data Base.

Reporting – the consultant shall provide the USFWS with a report that presents the results of formal surveys within 90-days of the completion of field work. The survey report will document survey methodology used and results of the survey effort, including any observations of CRLF and/or other amphibians. Standard USFWS CRLF survey data sheets for each site visit will be included with the report. The NCTPA team will be provided drafts of the survey report for review prior to submission to the USFWS.

### **Task 3.2 Caltrans Air and Noise Studies**

#### *Air Quality*

The proposed project is located within a federal non-attainment area for the particulate matter (PM) less than 2.5 microns in size (PM<sub>2.5</sub>) standards. Therefore, a screening level PM Hot Spot Memo will be prepared consistent with the FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM<sub>2.5</sub> and PM<sub>10</sub> Nonattainment and Maintenance Areas. In addition to the PM Hot Spot Memo, prepare the “Transportation Air Quality Conformity Findings Checklist” required for NEPA delegation.

#### *Construction Noise and Vibration Impact Analysis*

The consultant shall provide noise and vibration impact analysis during construction of the bridges for the proposed project. Noise regulation from the County’s noise control ordinance and vibration thresholds recommended by Caltrans and Federal Transit Administration (FTA) guidelines will be used for the impact assessment. Feasible abatement measures will be identified where applicable.

### **Task 3.3 Limited ADL Survey (if required)**

The purpose of this investigation is to gather soil quality data to determine soil management options during construction and evaluate potential impacts on construction worker health and safety.

#### **PREPARATION FOR SAMPLING**

Prior to field activities, the consultant shall prepare a draft soil sampling work plan for review by the NCTPA’s team. Following NCTPA review, the draft work plan would be submitted to Caltrans for review and comment and then consultant shall finalize the work plan incorporating comments from Caltrans, if any. In addition to the work plan, the consultant shall prepare a site-specific health and safety plan and notify Underground Service Alert. Since the proposed project area is within a public right of way, a Caltrans encroachment permit is not required for sampling.

### FIELD ACTIVITIES

The consultant shall collect up to 30 soil samples from ten borings. A boring will be taken adjacent to each of the street crossings. The remaining borings would be located along other portions of the project alignment. Three soil samples will be collected from each soil boring at the ground surface, one foot below ground surface ("bgs"), and two feet bgs. All soil samples will be discretely analyzed for total lead by a California-certified analytical laboratory. Ten soil samples will require soluble lead analysis by Waste Extraction Test ("WET") and six soil samples will require soluble lead analysis by Toxicity Characteristic Leaching Procedure. In addition to soluble analysis, this scope also includes pH and modified WET analysis for ten soil samples to determine the suitability of soil for reuse in accordance with the Department of Toxic Substances Control variance for ADL, if soil is considered a California hazardous waste based on total or soluble results.

### REPORT PREPARATION

The consultant shall prepare a report documenting the activities and findings of the ADL investigation. The consultant shall screen the analytical results against federal and state hazardous waste thresholds and environmental screening levels for construction worker exposure published by the San Francisco Bay Regional Water Quality Control Board. A draft report shall be submitted by the consultant to NCTPA and Caltrans for review and comment before a final soil investigation report is issued. Comments, if any, will be incorporated in the final investigation report.

#### Assumptions

- a. Given the distance to the highway significant levels of lead are not expected. If a Detailed ADL Survey is required, a budget augment may be required.

### **Task 3.4 Initial Site Assessment (if required)**

The consultant shall prepare an Initial Site Assessment (ISA) report for the project. The purpose of this ISA will be to rank the level of risk associated with hazardous materials, hazardous waste, and contamination along the proposed project alignment that could potentially affect proposed construction activities and/or operations in accordance with chapter 10 of the Caltrans Environmental Handbook. As required by Caltrans, potential sources of contamination along the proposed project alignment will be identified in accordance with the environmental site assessment guidelines presented in ASTM E1527-05. The scope of work for this ISA will include the following: review of physical setting sources, historical land use information, regulatory agency records, and previous environmental investigations, if available; site reconnaissance of current land use conditions; risk analysis of potential and known sources of contamination; cost estimates for disposal of potential and known hazardous materials proposed for excavation including thermoplastic; and development of recommendations for further actions. A draft ISA will be submitted by consultant for review, and a final ISA would be prepared incorporating comments from Caltrans, as necessary

### **Task 3.5 Environmental Documentation**

The consultant shall conduct the following tasks as appropriate to complete the environmental review process.

- a. **NEPA Categorical Exclusion.** Under the National Environmental Policy Act (NEPA) Section 771.117, construction of the trail should qualify for a NEPA Categorical Exclusion (CE), provided the actions meet the definition contained in 40 CFR 1508.4 and do not involve significant impacts. Based on review of the proposed action, it appears that a NEPA CE may be appropriate.

For processing NEPA, the consultant shall prepare a CE determination form for approval by Caltrans and FHWA. A summary document (two to three pages) of the environmental issues and project findings will be prepared to attach to the CE. The completed form will be submitted to Caltrans with the final technical studies (revised per County and Caltrans comments) to support the findings of the CE.

If, during the course of the preliminary planning and environmental study preparation, additional unforeseen environmental constraints or project impacts are identified that would necessitate the preparation of an Environmental Assessment (EA) or Finding of No Significant Impact (FONSI) to address NEPA requirements, a budget augment may be necessary.

- b. **CEQA Categorical Exemption.** The proposed improvements are not expected to result in environmental impacts. The consultant shall prepare a Notice of Exemption for use by the County to complete the California Environmental Quality Act (CEQA) clearance process.

If, during the course of the preliminary planning and environmental study preparation, additional unforeseen environmental constraints or project impacts are identified that would necessitate the preparation of an Initial Study (IS) or Mitigated Negative Declaration (MND) to address CEQA requirements, a budget augment may be necessary.

### **Task 3.6 Other Technical Memoranda**

NCTPA will take lead on providing the followings technical memoranda as requested in the signed PES:

- Bicycle Master Plan Tech Memo
- Section 4(f)- memo justifying why 4(f) analysis not required
- Land Use and Community Impacts Tech Memo
- Equipment Staging Tech Memo

The consultant shall provide assistance to NCTPA as needed for preparation of these memoranda. This work can include preparation of exhibits and provision of other backup materials upon request.

### **Task 4 AGENCY AND STAKEHOLDER OUTREACH**

The consultant shall organize and conduct the agency and stakeholder engagement process, and develop appropriate graphic and written materials necessary to support the process. Anticipated agencies and stakeholders are:

- County staff (Dept. of Public Works, Planning)
- Town of Yountville staff (Dept. of Public Works, Planning)
- City of Napa staff (Dept. of Public Works, Planning)
- CDF and Sheriff's Departments

- Caltrans
- Napa Valley Wine Train
- Napa County Bicycle and Pedestrian Advisory Committee
- Property and business owners and residents along the corridor

The consultant shall meet directly with key property owners on or adjacent to the corridor prior to a first public meeting. The consultant shall follow up with a second meeting bringing specific design recommendations that attempt to balance the needs of the trail users with those of the property owners. This will help avoid potential problems or surprises at the first public workshop.

The consultant shall coordinate with the NCTPA in arranging these meetings and contacts, and prepare an overall contacts list and notes.

## **Task 5 DESIGN DEVELOPMENT DRAWINGS (35% CONSTRUCTION PLANS)**

Preliminary plans will be prepared by the consultant in AutoCAD 2010 at a scale of approximately 1"= 30' (except otherwise noted) using the base sheets prepared under Task 2. Preliminary design plans are anticipated to include the following sheets (assuming "strip maps" where 2 trail segments are stacked on each sheet):

- a. Design development Geometric (Layout) Plans and notes (to include signage, striping and marking)
- b. Preliminary Bridge Plans including bridge/foundation location and setbacks from bank and utilities
- c. Preliminary Landscape Plans and notes
- d. Typical Sections Sheet
- e. Detail/Enlargement Sheets, including signage, striping & markings, fencing, landscape and other site amenities

### **Task 5.1 Design Development Drawings (35% Construction Documents)**

The following is a detailed scope of work to accomplish 35% design development drawings:

- a. Design Development Geometric Plans. Design Development geometric drawings will be prepared by the consultant in AutoCAD 2010 compatible format at a scale of 1"= 30' depicting the preferred trail alignment. The conceptual geometrics will be shown in plan view on the base maps, showing centerlines and edges of the trail. Centerline data such as curve radius will also be shown. Centerline profiles will not be prepared for the initial concepts; however, critical clearance requirements will be identified. Access options to the pathway will also be considered from adjacent land uses. The consultant shall review existing walking and bicycling patterns, available right-of-way, crossing options, and other elements to ensure that the project is functional and integrated with the existing access routes.
- b. Design Development Grading Plans. The consultant shall consider grading limits, tree protection and other implications while preparing the layout plans. Based on the geometric plans, the consultant shall prepare a preliminary grading plan. This will include an

evaluation of alternatives for water-quality BMPs.

- c. Design Development Landscape Plan. A conceptual landscape plan will be developed by the consultant where landscaping is desired. It is anticipated that significant and irrigated landscaping will only occur, if at all, within the Town of Yountville and City of Napa jurisdictions where there is access to water service. Landscaping will consist primarily of hydro-seeded/naturalized grasses and wildflowers and replacement of any existing trees impacted by the project (if any), providing aesthetic and habitat improvements consistent with the adjacent areas. It is assumed that this native landscape will not be irrigated.
- d. Typical Sections. Typical cross sections and details will be developed by the consultant for the pathway and roadway crossings. The consultant shall explore trail sections and surfacing materials that can accommodate the anticipated users of bicyclists and pedestrians.
- e. Design Development regulatory and directional Signage Plan / Striping & Marking Plans. The consultant shall develop a preliminary plan and schedule for directional signs for the bikeway, and potential additions or modifications to signage directed at motorists. A design development level striping/markings plan will be generated for the 35% PS&E submittal. Proposed sign locations and striping/markings will be shown on the pathway geometric plans.
- f. Pathway Fixtures. The consultant shall locate and reference standard Vine Trail fixture details – fences, benches, and potentially a kiosk to replace the existing bike shelter at Dry Creek and one at the north trailhead.
- g. Design development Bridge/Culvert Plans. The consultant shall layout the location and configuration of the bridge and abutments including preliminary structural calculations. Options for bridge materials, colors, and finishes will be provided. The new abutments will be set back away from the creek embankments and existing slope protection, and will also work around nearby existing utilities. It is assumed that the bridge will be a prefabricated steel truss-type bridge. The consultant shall provide layout and design of culvert widening if this is found to be necessary.
- h. Design Development Retaining Wall Plan. The consultant shall provide a preliminary layout of retaining walls necessary for the bridge approaches on each side of both bridges as well as the retaining wall that may be necessary near California Drive. Options for type and style will be provided by the consultant along with corresponding costs. Design and calculations will comply with the Caltrans design guidelines and will reflect the Geotechnical Engineer's recommendations.
- i. Lighting. Existing lighting on roadways and within the corridor will be identified by the consultant. New lighting or other utility services are assumed to be not a part of the project.
- j. Traffic Signal Modification Plans. Plans will be prepared by the consultant for the modifications to the existing traffic signal at Trower Avenue to add a pedestrian phase on the east leg of the Solano/Trower intersection. Existing and proposed poles, cabinets, vehicle and pedestrian heads, vehicle and bicycle detection and street lights will be included on the plans

- k. **Opinion of Probable Construction Cost.** A preliminary estimate will be prepared by the consultant for the concept plan. The estimate will include preliminary costs for construction, environmental mitigation, utility relocation/adjustment, and potential right-of-way acquisition.

### **Task 5.2 Potholing**

The consultant shall provide the NCTPA with verified location and grade of existing buried utilities where conflicts with proposed improvements are anticipated. This task includes potholing at each side of two (2) bridges and potholing to locate PGE's high pressure gas main at intervals of 200' where their main falls within the project area. This work will include determination of potholing locations and coordination with "Backhoe" Contractor, Surveyors, and Underground Service Alert. A consultant representative will be present during the excavation and coordinate with the surveyor to pick up appropriate references to incorporate the information into drawings. Material spoils will be hauled offsite and holes will be backfilled with sand.

### **Task 5.3 Floodplain Delineation**

The consultant shall perform a floodplain study to delineate the floodplain at the Dry Creek crossing. Floodplain limits are shown on the current flood insurance rate maps, but are designated Zone AE which means that neither BFEs nor a stream hydraulic profile have been calculated. This work includes converting past work to the NAVD 88 datum as well as a re-analysis of the contributing watershed based on current conditions. Additional cross-sections will be required between Highway 29 and the Napa River in order to tie the study into the established hydraulic grade line at the river. This task also includes incorporating the regulatory floodplain in other areas per FEMA Flood Insurance Rate Maps. The consultant shall summarize the results of this work using Caltrans' Summary Floodplain Encroachment Report form or other form requested by Caltrans.

### **Task 5.4 Arborist Report**

The arborist will tag up to about 600 trees that have trunk diameters of 6" or larger and are in the planned pathway of the Vine Trail or close enough to be of concern. The actual number will depend on initial alignment work. Tags will be numbered aluminum tree tags, nailed to the trunks. Mark the corresponding numbers on the site map.

In addition to the approximately 600 trees mentioned above, there are numerous riparian seedlings and saplings that were planted along the slough. Most are less than 6" trunk diameter. The consultant shall map these as hedgerows. They will not be surveyed as individual trees.

The consultant shall create a database of the individual trees by number including species, DBH, and a brief comment on tree condition. A summary will be prepared of the numbered trees by species, divided into size by DBH increments of 6". A report will be written providing protection specifications for trees that are to be saved.

**Task 5.5 Outline Specifications**

The consultant shall prepare outline specifications identifying the sections and construction elements to be included. This will include manufacturers or supplier's specifications or catalogue cut sheets of materials and fixtures.

**Task 5.6 Design Development Level Opinion of Costs**

The consultant shall calculate the quantities of project elements and prepare a preliminary estimate of probable construction cost. The consultant shall work with NCTPA Staff to ensure consistency with local practices and experiences. Appropriate contingencies and other factors will be applied to the construction estimate to yield a range of probable costs. The design will be prepared and adjusted to ensure that the estimated costs are within the approved project budget, or contractor will work with the NCTPA to determine if the budget or project scope should be adjusted.

**Task 5.7 35% PS&E Plan Review**

The geometric concept drawings, sign layout concept, bridge plans and conceptual landscape plans will be presented to the NCTPA by the consultant for input. A coordination meeting will be held with the design team and the NCTPA to review the concept plans. Based on one consolidated set of review comments, the consultant shall revise the products for presentation at a public workshop or proceed with design.

**Task 5.8 Right-of-way/Easement Acquisition Assistance**

The consultant shall assist NCTPA in preparing documents necessary for acquisition of right-of-way or easements from private property owners along the project alignment. This work will include plat maps for each acquisition as well as legal descriptions where easements are necessary.

**Task 5 Products**

- a. Preliminary Plans (35%) Design Development
- b. Outline Specifications
- c. Preliminary estimate of probable cost

**Task 6 PUBLIC WORKSHOPS/PRESENTATIONS**

The consultant shall prepare for and conduct one public workshop to review the project objectives, scope, issues, and other elements. The NCTPA will be responsible for meeting notice and arranging space and set-up for the meeting.

**Task 6.1 Presentation Materials**

The consultant shall prepare a PowerPoint for the workshop that includes (a) summary of the project and agenda, (b) need for the project, (c) review of site conditions, issues and constraints. The consultant shall prepare an agenda, sign-in sheet, questionnaire, and wall maps for use in the workshop.

### **Task 6.2 Workshop and Summary**

The objectives of the workshop are 1) for attendees to understand why the project is being considered, the importance of a new separated bicycle and pedestrian corridor, the issues imposed by site conditions, and how other cities have addressed similar problems, and 2) to get the attendees actively involved in reviewing and commenting on design concepts.

A workshop comment summary will be prepared by the consultant and map mark-ups from the workshop will be studied during preparation of more detailed designs. The consultant shall study all comments to understand areas of major concern, and shall provide ideas on how to respond to all comments, such as identifying variations on design concepts or new concepts, and issues that might be addressed through design or operations and maintenance.

### **Task 6 Products**

- a. Public Workshop outreach materials - web-ready
- b. Presentation materials - PowerPoint
- c. Workshop summary and plan mark-ups

## **Task 7 PERMIT PROCESSING**

The consultant shall process the required permits along with the development of PS&Es to ensure that requirements of governing agencies are met in final design.

### **Task 7.1 Regulatory Permitting**

The bridge crossings will require a Section 1603 Streambed Alteration Agreement (DFG permit) since the bridges will span over their jurisdiction. The consultant shall assist with the review and approval process of the permit with the local DFG representative. Since it is anticipated that the bridges will free span the crossings, no other regulatory permits are anticipated.

### **Task 7.2 Local Agency Permitting**

The project lies within the Town of Yountville, County of Napa and City of Napa jurisdictions and permitting will be required from each, possibly in form Encroachment Permits. Opportunities for consolidated review under one jurisdiction will be explored by the consultant.

### **Task 7.3 Caltrans Permitting**

Caltrans will require the project to obtain an Encroachment Permit for work at the Trower and Redwood intersections which are owned by Caltrans, and possibly at other street crossings. The consultant shall assist with the review and approval process of the Encroachment Permit with Caltrans. This task will include meetings and coordination with Caltrans and others as required.

**Task 8 PLANS, SPECIFICATIONS AND ESTIMATES (65%, 95%, AND FINAL)****Task 8.1 65% Plans, Specifications and Estimate**

After approval of the 35%-level design by NCTPA, the consultant shall prepare 65%-level documents (plans, specifications, and engineer's estimate). The consultant shall respond to all 35% design review comments and appropriate revisions shall be made to the 65%-level documents. This submittal will include cost estimates and special provisions. The special provisions will be prepared in English units using the Caltrans 10-section format, including the latest Caltrans Standard Special Provisions available. The State of California Standard Plans and Specifications for Construction of Local Streets and Roads shall be used as the basis for project specifications. Plans will be produced on NCTPA title blocks.

**Civil Plans**

- a. Respond to 35% Design Comments. The Consultant will respond to all 35% design review comments and appropriate revisions will be made to the 65% submittal.
- b. Bike Lane Layout. Plans will include geometrics, signage, striping, markings and fixtures. The layout of the bike lane will conform to the approved preliminary bike lane design and the sheet layout will be same as that for 35% Plans.
- c. Grading and Drainage Design. The consultant shall prepare a grading and drainage design. Plans will include proposed grading, demolition, erosion control measures, and a tree protection plan. The plan will also include water-quality BMPs.
- d. Retaining Wall Design. The consultant shall provide the design and details for the retaining walls necessary at the approach ramps on each side of the three new bridges. Structural calculations will be provided sufficient for issuance of building permits. Any wall will conform with Caltrans standards as well as geotechnical engineer's recommendations.
- e. Typical Sections. The consultant shall provide typical sections where required to convey the design intent.
- f. Traffic Signal Modification Design.
- g. Incorporate Environmental Mitigation Measures. The consultant shall preview the Environmental Mitigation Measures to ensure that the PS&E incorporates these measures.

**Bridge Plans**

The consultant shall provide 65% completion drawings that will provide the following:

- a. Draft structure and prefabricated bridge performance specifications.
- b. Bridge abutment design calculations, for all AASHTO LRFD design load cases as amended by Caltrans including:
  - o Vertical load bridge analysis
  - o Seismic Design
- c. Unchecked plans and details
- d. A Construction Cost Estimate

**Landscape Plans**

The consultant shall provide 65% completion drawings that will provide the following:

- a. Planting plans indicating size and layout of trees, shrubs, grasses, groundcover, and enhancement materials for new and displaced areas adjacent to the Vine Trail as depicted within the Design Development Plans.

- b. Irrigation plans including layout and sizing of connections, coordination of point(s) of connection, irrigation heads, valves, controllers, main and lateral piping and other system components. The design will account for main line pressure surge, proper operating pressure, system longevity, precipitation rate and water window calculations and scheduling charts, and low voltage wire amperage calculations for proper sizing. Work closely with Town, City and/or County maintenance staff to review irrigation system materials that match their preferences.
- c. Planting and irrigation detail plans.
- d. Water use calculation and irrigation scheduling plan for new and redeveloped areas.
- e. Fencing plans and details.

### **Task 8.1 Products**

- a. Responses to 35% Design Comments (3copies)
- b. 65% Plan set (3 copies)
- c. 65% Special Provisions (Specifications) (3 copies)
- d. 65% Cost Estimates (3 copies)

### **Task 8.2 95% Plans, Specifications and Estimate**

The consultant shall prepare 95% construction documents (plans, specifications, and engineer's estimate) which will incorporate all 65%-level PS&E comments from NCTPA. Once NCTPA has approved the 65% design submittal, immediately proceed with the 95% PS&E.

#### Civil, Bridge and Landscape Plans

The consultant shall prepare and submit the 95% Plans Specifications and Estimates. The Final Design will incorporate all 65% PS&E comments from NCTPA. The PS&E package will then be brought up to the 95% completion level.

#### Constructability Review

The consultant shall perform an independent constructability review at the 95% PS&E level.

### **Task 8.2 Products**

- a. Responses to 65% Design Comments (3 copies)
- b. 95% Plan set (3 copies)
- c. 95% Special Provisions (Specifications) (3 copies)
- d. 95% Cost Estimates (3 copies)

### **Task 8.3 Final Plans, Specifications and Estimate**

The consultant shall prepare final construction documents (plans, specifications, and engineer's estimate) that will incorporate all 95%-level PS&E comments from NCTPA. Once NCTPA has approved the 95% design submittal, the consultant shall immediately proceed with the 100% PS&E.

#### Civil, Bridge and Landscape Plans

The consultant shall prepare and submit the 100% Plans Specifications and Estimates. The Final Design will incorporate all 95% PS&E comments from NCTPA. The PS&E package will then be brought up to the 100% completion level.

**Task 8.3 Products**

- a. Final Approved Plan set (1 full size reproducible mylar of each plan sheet and electronic copy on CD-ROM)
- b. Final Approved Special Provisions (Specifications) (electronic plan)
- c. Final Approved Cost Estimates (3 copies)
- d. Signed Project Engineer's Certification of Utility Facilities (1 hard copy & electronic copy)
- e. All final design calculations (3 copies)

**Task 8.4 Bridge Peer Review (optional)**

If requested, the consultant shall provide independent structural calculations for the project's bridge abutments at the 95% and 100% stages. For the 95% submittal, the consultant shall prepare a complete, independent set of bridge abutment design calculations including a vertical bridge loading analysis and seismic design analysis. At the 100% design level, the consultant will perform an independent quality control check of the plans, specifications and estimate. Both checks will be in general accordance with Caltrans Standard Plans and Specifications, Caltrans Bridge Design and Detailing Manuals, AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets), and Caltrans Seismic Design Criteria, Version 1.5.

**Task 8.5 NPDES**

The consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) incorporating Best Management Practices (BMPs) into the project and demonstrate compliance as required by the Regional Water Quality Control Board (RWQCB) for projects disturbing land greater than one (1) acre. This plan is also intended to satisfy the County's requirements for erosion control. Also draft a Notice of Intent (NOI) for eventual filing with the RWQCB shall be prepared, and held for filing until the project is put out to bid and a Contractor selected.

**Task 9 PUBLIC PRESENTATION**

The consultant shall prepare a PowerPoint presentation of the final plans, incorporating elements of the slide show for the Public Workshop. Present the final PS&E at a meeting of the Napa County Board of Supervisors. Notice will be provided by the County / City to the stakeholders, adjacent property owners, residents and businesses, and other interested parties identified for the Public Workshop and through contacts regarding the project.

**Task 9 Products**

- a. Final PS&E Plans (100%) – Power point presentation

**Task 10 BID SUPPORT**

The consultant shall be available to compile, coordinate and distribute/sell construction documents to the various bidders and contractor's exchanges. In addition to coordinating the documents for bid also be available during the bid period to assist with the following tasks:

- a. Prepare the Notice to Bidders for advertisement in the local newspapers and contractor's exchanges,
- b. Interpretation of the plans and specifications,
- c. Respond to bidder inquiries,
- d. Attend a pre bid meeting,
- e. Prepare addendums (as necessary),
- f. Provisionally approve substitutions,
- g. Facilitate the bid opening,
- h. Provide an analysis of the bids using a tabulation of bids,
- i. Analyze bids and provide a recommendation to award contract or not,

**Delliverables:**

Task

Task

Task

## EXHIBIT C

### WORK SCHEDULE

| Activity   |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
|--|------|--|--|--|--|--|--|------|--|--|--|--|--|--|--|
|  | June |  |  |  |  |  |  | July |  |  |  |  |  |  |  |
| Execute Work Authorization # 5 (NTP XX/XX/2013)        |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 1 Project Initiation                              |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 2 Data Collection and Analysis                    |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 3 CEQA/NEPA Compliance                            |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 4 Agency and Stakeholder Outreach                 |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 5 Design Development Drawings (35% Constr. Plans) |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 6 Public Workshops/Presentations                  |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 7 Permit Processing                               |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 8 Plans, Specifications and Estimate              |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 9 Public Presentation                             |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
| Task 10 Bid Support                                    |      |  |  |  |  |  |  |      |  |  |  |  |  |  |  |

**EXHIBIT D**

**FEE SCHEDULE - Final Cost Proposal**

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

| "X"          | Basis                |   |
|--------------|----------------------|---|
| _____        | Lump Sum             | The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.   |
| <u>  X  </u> | Unit Cost            | The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.  |
| _____        | Specified Rate Basis | The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The NCTPA may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.  |
| _____        | Cost Plus Fixed Fee  | <p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <ul style="list-style-type: none"> <li>A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum.)</li> <li>B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</li> </ul> |

**EXHIBIT D**  
**FEE SCHEDULE**

Final Cost Proposal (FCP) Supporting Basis of Payment

The Engineer will be reimbursed on a per-project basis and on a not-to-exceed specified **\$765,600**, as defined in Exhibit D.

The Engineer will be paid from monthly invoices submitted directly to NCTPA with required Monthly Progress Reports.

Compensation for Additional Services (if any) shall be paid by NCTPA to the Engineer according to the terms of a future Supplemental Agreement or Work Authorization.

The **MAXIMUM AMOUNT PAYABLE** is **\$765,600** .





**ATTACHMENT E-3**  
**UDBE Information – Good Faith Efforts**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

NCTPA established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| Publications | Dates of Advertisement |
|--------------|------------------------|
|              |                        |
|              |                        |
|              |                        |

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| Names of UDBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
|--------------------------|------------------------------|-----------------------------|
|                          |                              |                             |
|                          |                              |                             |
|                          |                              |                             |
|                          |                              |                             |
|                          |                              |                             |

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

| Items of Work | Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount(\$) | Percentage Of Contract |
|---------------|-------------------------------------|--------------------|------------|------------------------|
|---------------|-------------------------------------|--------------------|------------|------------------------|

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D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

| Name of Agency/Organization | Method/Date of Contact | Results |
|-----------------------------|------------------------|---------|
|-----------------------------|------------------------|---------|

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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



June 19, 2013  
NCTPA Agenda Item 10.5  
Continued From: New  
**Action Requested: INFORMATION**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Karrie Sanderlin / Program Manager-Human Resources, Civil Rights,  
and Board Secretary  
(707) 259-8633 / Email: [ksanderlin@nctpa.net](mailto:ksanderlin@nctpa.net)  
**SUBJECT:** Update on Management and Workflow Software to Manage the  
Electronic Dissemination of Board Agendas

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board receive a report on services provided by Granicus Inc. for Government Agenda Management & Workflow software (Legislative Management Suite) and Audio/Video Streaming Solutions (Granicus Open Platform).

The cost of the services is within the Executive Director's authority and authorization by the Board is unnecessary to proceed.

### **COMMITTEE RECOMENDATION**

None.

### **EXECUTIVE SUMMARY**

Over the last several months, the Board requested that staff research agenda management and workflow software products that will allow for streamlining the agenda process, bookmarking, indexing and publishing audio/video meetings onto the NCTPA website.

Staff recommends contracting with Granicus Inc. for these software products. Granicus Inc. is the only streaming platform that focuses exclusively on government.

## **PROCEDURAL REQUIREMENTS**

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

## **FISCAL IMPACT**

Is there a fiscal impact? Yes. A one-time amount not to exceed \$22,650 and a monthly amount not to exceed \$970 for FY 2013-14.

Is it Currently Budgeted? Yes

Where is it budgeted? Administration budget

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: Monthly maintenance/service costs.

## **CEQA REQUIREMENTS**

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

## **BACKGROUND AND DISCUSSION**

Staff reviewed agenda management and workflow software products that will allow for streamlining the agenda process, bookmarking, and indexing/publishing audio/video agendas onto the NCTPA website.

Staff recommends contracting with Granicus Inc. for these software products. Granicus Inc. is the only streaming platform that focuses exclusively on government.

Staff can quickly and easily publish agendas and minutes to the Web, helping ensure record availability and government transparency. The Legislative Management Suite helps organize, store and easily retrieve electronic documents all in one system. The Suite also maintains all legislative data and tracks each item's path through the entire approval and monitoring process.

The Open Platform is the internet based computing foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of public meeting data. This Open Platform also includes the core of content management, administration, and distribution tools that are included in each Granicus module.

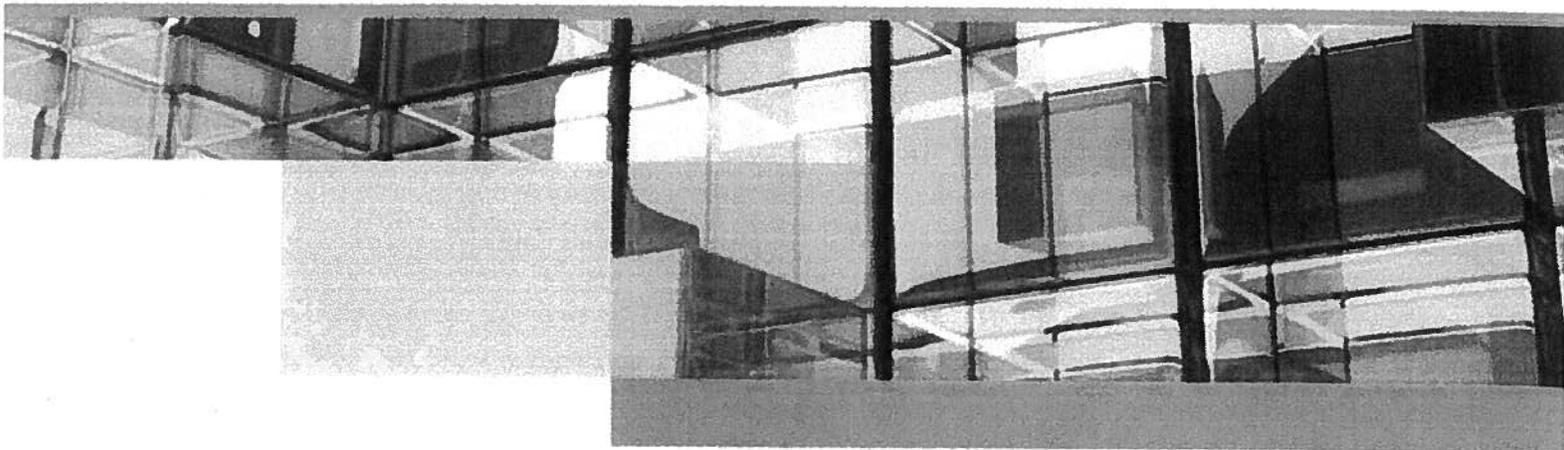
On its own, the Open Platform can create a powerful website experience for citizens through a web portal. The platform provides the ability to upload and publish content, such as videos, audio, and documents. It interfaces with the iPad, and iLegislate® applications, in order to view paperless agendas and related meeting videos. Live video webcasting can easily be added to the Granicus Open Platform.

**SUPPORTING DOCUMENTS**

- Attachments:
- (1) Granicus Budgetary Quote
  - (2) Granicus Legislative Management Suite Brochure
  - (3) Granicus Open Platform Brochure
  - (4) Granicus Information
  - (5) Draft Service Agreement

# Budgetary Quote for Napa County Transportation & Planning Agency

Government Agenda Workflow & Video Streaming Solutions



**Budgetary quote presented to:**

Karrie Sanderlin  
Program Manager

Antonio Onorato  
Manager of Finance, Grants & Administration

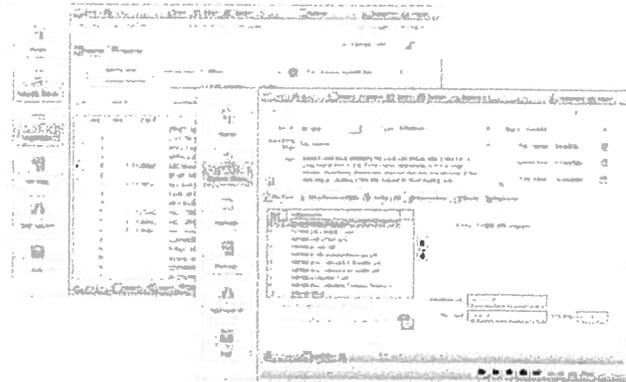
05/30/2013

## Proposed Solution

### Agenda Management & Workflow Tools

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it’s their turn to review. Once the agenda is generated, a minutes report is automatically created with the same data. All attendance, actions, movers/seconders, votes and notes can be captured for the public record. This Suite also allows you to track legislation from inception through approvals and actions taken. [Click here](#) for more information on the Legislative Management Suite.

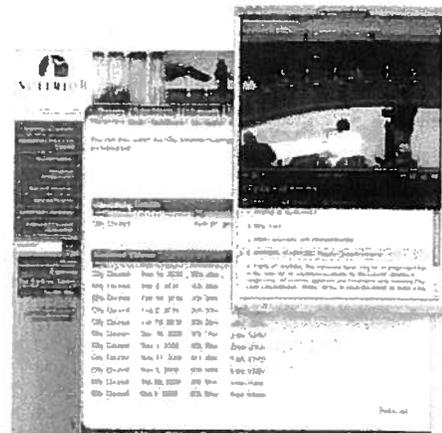
- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Meeting minutes
- Track and search legislative data



### Audio/Video Streaming with Agenda Indexing/Publishing

The Granicus® Open Platform allows you to stream an unlimited number of meetings and events online and over mobile devices – play video in H.264 and Silverlight. Publish all of your content online with indefinite retention schedules. Granicus Encoding Appliance gives you unlimited bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. You can also access a library of community content and start publishing videos immediately. Finally, leverage an open architecture and connect in-house or third-party solutions to Granicus. [Click here](#) for more information on the Granicus Open Platform.

- Stream unlimited meeting bodies and events
- Indefinite retention schedules
- Intelligent media routing
- Open architecture and SDK





## Budgetary Impact

### Pricing Summary

| Product Name  | Total Price (Up-Front) | Total Price (Monthly) |
|---|------------------------|-----------------------|
| Audio/Video Streaming with Time Stamping  | \$4,600.00             | \$830.00              |
| Agenda Workflow Solution  | \$18,050.00            | \$680.00              |
| <i>Promotion BOGO13: Buy Any Suite, Get More Suites (of Equal or Lesser Value) for 50% off Monthly Managed Service Fees for the first 12 months. See Pricing Terms for details.</i> | \$0.00                 | -\$540.00             |

|                     | Up-Front    | Monthly    |
|---------------------|-------------|------------|
| <b>Year 1 Costs</b> | \$22,650.00 | \$970.00   |
| <b>Year 2 Costs</b> | \$0.00      | \$1,510.00 |

### Audio/Video Streaming with Time Stamping of Agenda Items

| Product Name  | Quantity | Unit Price (Up-Front) | Unit Price (Monthly) | Total Price (Up-Front) | Total Price (Monthly) |
|---|----------|-----------------------|----------------------|------------------------|-----------------------|
| Granicus Encoding Appliance Hardware (Purchase) (GT)    | 1        | \$3,600.00            | \$0.00               | \$3,600.00             | \$0.00                |
| Granicus Encoding Appliance Software (GT)               | 1        | \$0.00                | \$100.00             | \$0.00                 | \$100.00              |
| Government Transparency Suite                           | 1        | \$0.00                | \$330.00             | \$0.00                 | \$330.00              |
| Meeting Efficiency Suite                                | 1        | \$0.00                | \$400.00             | \$0.00                 | \$400.00              |
| US Shipping Charge B - Large Item                       | 1        | \$125.00              | \$0.00               | \$125.00               | \$0.00                |
| Granicus Encoding Appliance Hardware Configuration (GT) | 1        | \$875.00              | \$0.00               | \$875.00               | \$0.00                |
|   |          |                       |                      | <b>\$4,600.00</b>      | <b>\$830.00</b>       |

Granicus Agenda Management Software

| Product Name   | Quantity | Unit Price (Up-Front) | Unit Price (Monthly) | Total Price (Up-Front) | Total Price (Monthly) |
|--|----------|-----------------------|----------------------|------------------------|-----------------------|
| Legislative Management Suite                           | 1        | \$0.00                | \$680.00             | \$0.00                 | \$680.00              |
| Legislative Management Workflow and Configuration (LM) | 1        | \$1,900.00            | \$0.00               | \$1,900.00             | \$0.00                |
| Project Management and Deployment Services (LM)        | 4.5      | \$1,700.00            | \$0.00               | \$7,650.00             | \$0.00                |
| Training Day - Onsite (LM)                             | 3        | \$1,700.00            | \$0.00               | \$5,100.00             | \$0.00                |
| Legistar Training (LM) (Online) (Per Day)              | 2        | \$1,700.00            | \$0.00               | \$3,400.00             | \$0.00                |
|  |          |                       |                      | <b>\$18,050.00</b>     | <b>\$680.00</b>       |

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality.

**Proposal expires on 06/30/2013**

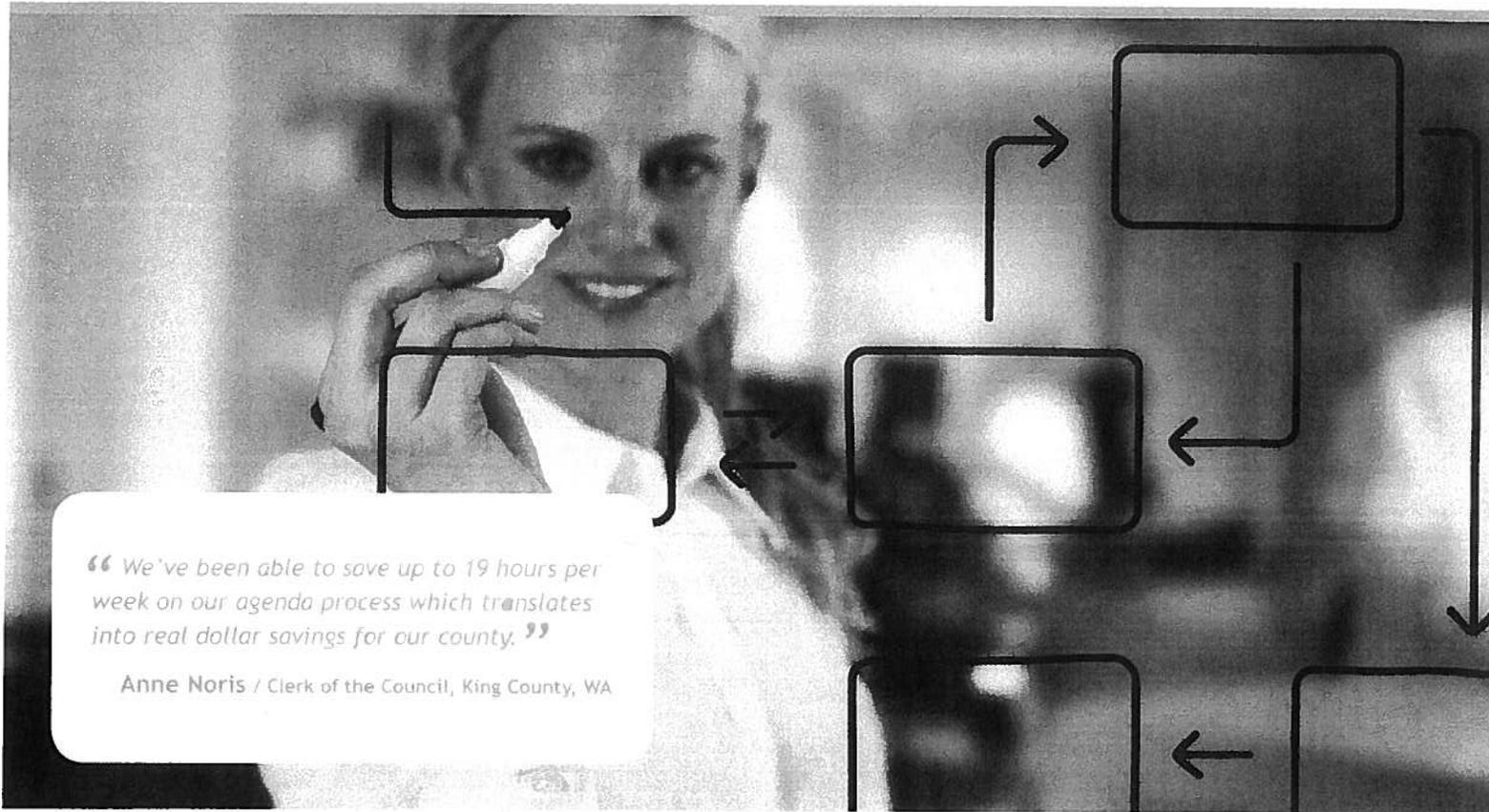
## Pricing Terms

- BOGO13 Promotion: Clients who enter into an agreement with Granicus to purchase a Suite prior to May 15, 2013 are eligible for a one-time promotion. As part of this promotion, Client will receive Monthly Managed Service Fees ("MMS") on any additional Suite(s) of equal or lesser value at a fifty percent (50%) discount during the initial twelve (12) months of the agreement. Discounted billing for Monthly Managed Services will start after deployment has been completed. The MMS pricing will revert to one hundred percent (100%) of the regular price (two times the promotion price) for the additional Suite(s) in year two of the Agreement. Up-front costs are not affected by this promotion. Monthly Managed service fees on Client's current services are not affected by this promotion. This promotion cannot be used in conjunction with any other discount or promotion.
- All suites require the Granicus Open Platform
- All suites (except Meeting Efficiency add-ons) include hardware and software
- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality
- Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- Fifty percent (50%) of all up-front fees are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment. Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

## Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
  - Nearly 1000 clients in all 50 states, at every level of government
  - Over 31 million government webcasts viewed
  - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen participation services
- Only provider of both government webcasting and training management services
- Access a library of peer-created government media content from over 900 Granicus users
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 99% client retention rating
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

| Item  | Date    | Contact        |
|---|---------|----------------|
| Technical Solution Review                   | TBD     | TBD            |
| Information Gathering Forms Filled Out      | TBD     | ACTC           |
| User List Forms Filled Out                  | TBD     | ACTC           |
| Project Timeline Review                     | TBD     | TBD            |
| Funding/Procurement Process Review          | TBD     | TBD            |
| Project Approved                            | TBD     | TBD            |
| Signed Contract Received                    | TBD     | TBD            |
| Software Database Created                   | Week 0  | Granicus       |
| Project Kick Off Call                       | Week 1  | Granicus/NCTPA |
| Software Installed and Configured           | Week 4  | Granicus/NCTPA |
| Solution Deployment Validated               | Week 5  | Granicus       |
| Begin Training Calls                        | Week 5  | Granicus/NCTPA |
| Training Completed                          | Week 10 | Granicus/NCTPA |
| Internal Go Live                            | Week 11 | Granicus/NCTPA |
| System Accepted                             | Week 12 | NCTPA          |
| Go Live to the Public – Project Successful! | Week 13 | NCTPA          |



*“ We’ve been able to save up to 19 hours per week on our agenda process which translates into real dollar savings for our county. ”*

Anne Noris / Clerk of the Council, King County, WA

### Reach new levels of automation with a complete legislative solution

- Eliminate manual workflows. Create and manage items for agendas in one system.
- Automate agenda item approvals with electronic approval processes.
- Simplify agenda creation—automatically compile files and supporting materials for upcoming meetings.
- Organize, store and retrieve electronic documents.
- Easily track legislation and generate historical reports for staff, citizens and council.

### Comprehensive and automated agenda workflow.

Legislative workflows often require a significant commitment from clerical staff. Drafting legislation, getting items approved, compiling information from various departments, and creating an agenda are integral parts of the pre-meeting process, yet can be very time-consuming. Then, there are live and post-meeting processes that staff must follow to ensure an accurate account of a meeting. With so many moving parts, steps can be overlooked or items can be inadvertently dropped. Using a completely automated, round-trip legislative workflow solution can save staff countless hours while helping them maintain legislative accuracy.

Granicus’ Legislative Management Suite, powered by Legistar technology, allows government staff to easily manage the entire legislative process from start to finish. From drafting files, through assignment to various departments, to final approval, this suite is an automated solution designed to reduce workloads and create a more efficient method for managing decisions.

The Legislative Management Suite helps governments organize, store and easily retrieve electronic documents all in one system. It also maintains all legislative data and tracks each item’s path through the entire process. Plus, it allows staff to quickly and easily publish agenda and minutes documents to the Web, helping ensure records availability and promote government transparency.

## Simplify the agenda creation process.

- **Create legislative items for meeting agendas.**  
Easily create new files for meeting agendas. By indicating the item type (resolution, ordinance, etc.), meeting body in control of the item, and the item's status, items are automatically placed on the appropriate agenda.
- **Draft items in a familiar system and add supporting materials.**  
Simply type the file text directly into the system or draft it in the familiar template of Microsoft Word®. Create templates and standard paragraphs for quick drafting. Once the text of an item is complete, add supporting attachments of any file type to substantiate the item. Staff, elected members and even residents can submit agenda items through a form on your website.
- **Automate agenda item approvals with electronic approval routing.**  
Electronically route agenda items for approvals. Create an automated approval sequence and let the system manage the work. Selected approvers will be notified when the item is ready for their review. Approvers can review all item details, supporting documents, make edits, approve or deny the request through the system or a browser-based form.

## Keep the public informed - publish agendas to your website.

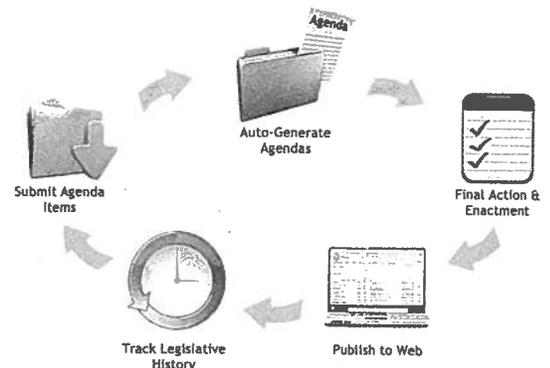
- **Assemble complete agendas packets for upcoming meetings.**  
Gather and compile legislative data for meeting agendas with the push of a button. Items are automatically placed on agendas and can also be added on the fly. Once the agenda is compiled, print or publish full packets to the Web. With iLegislate, review published agendas and supporting documents, bookmark and take notes on items, all through a native iPad application.
- **Save time with a continuous legislative workflow.**  
Capture all meeting actions into a draft minutes document for a seamless, roundtrip workflow. Agenda items can be automatically reassigned to the appropriate department based on the actions taken during a meeting, saving staff time and reducing errors.
- **Offer the public an easy-to-use online legislative portal.**  
Residents can search legislative text, attachments, agendas, minutes, votes and more. Both the public and staff can track legislative history over a given period of time and view a calendar of upcoming and previous meeting details. Citizens can also look-up elected officials, track positions and even apply online.
- **Organize, store and retrieve documents with ease.**  
Organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed with metadata, making search and retrieval easy.
- **Track legislative items and generate historical reports.**  
Track bills, resolutions or other legislation from inception through approvals and actions taken. Easily search all file history and generate legislative reports.

## Feature List

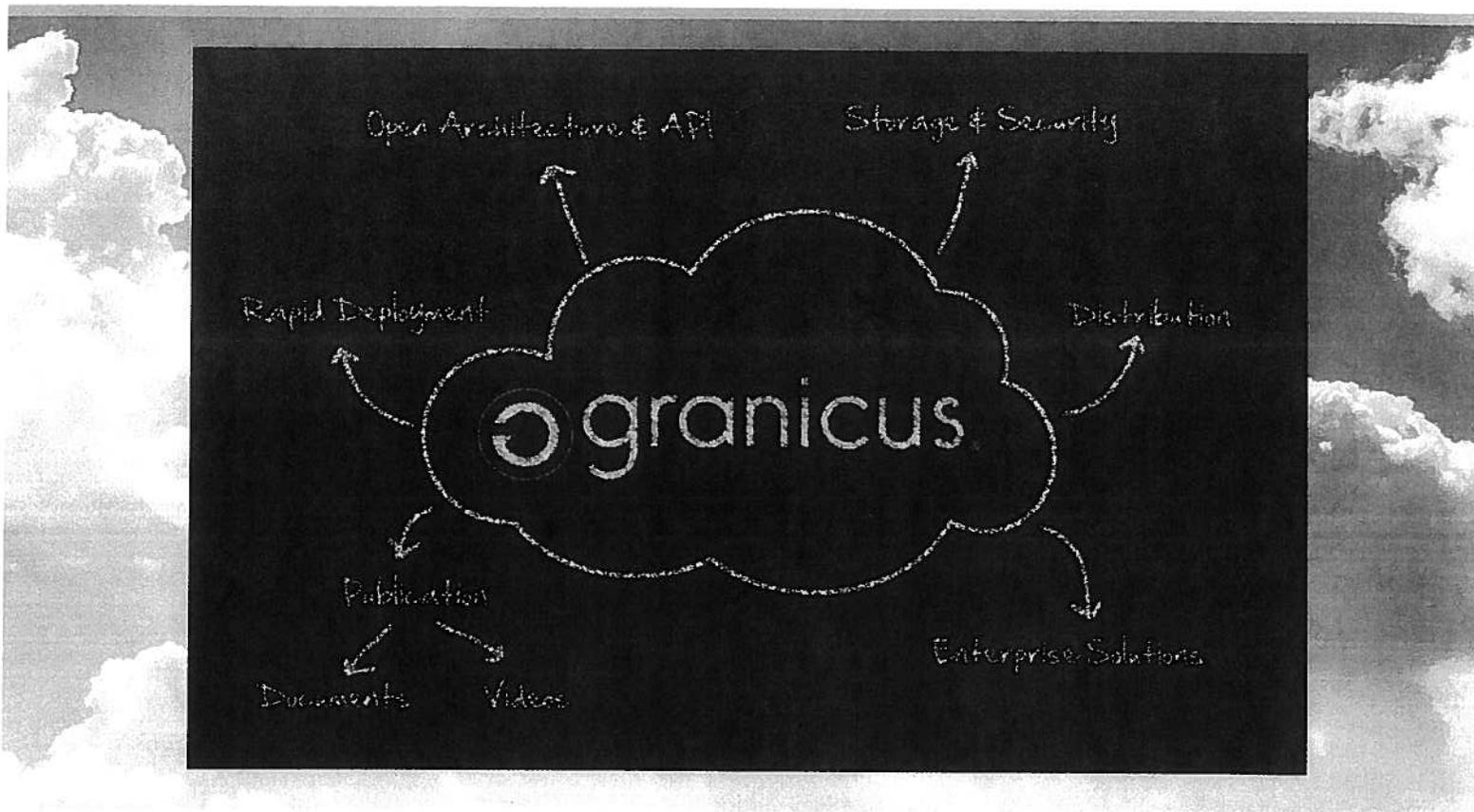
- Draft files and edit text in Microsoft Word™
- Add supporting documents
- Cross-reference items to agendas and minutes
- Set electronic approval routing
- Review agenda item history
- Automatically assemble and publish agenda packets
- Connect agenda data to the iPad
- Auto-number agenda items
- Create templates for each meeting body
- Record roll call, motions, votes, and discussion
- Automatic item referral routing
- Publish minutes to the web
- Full text search
- Organize, store and retrieve electronic documents
- Unlimited users and records
- Video streaming integration
- Dynamic calendar of past and upcoming meetings
- Search, track and print legislative data
- View district representation, vacancies and more

| Name   | Meeting Date | Meeting Time | Meeting Location  | Meeting Details | Agenda | Minutes       | Video         |
|--|--------------|--------------|---|-----------------|--------|---------------|---------------|
| Lake County Regional Planning Commission           | 12/20/2011   | 4:00 PM      | Central Permit Facility   | Meeting details | Agenda | Not available | Not available |
| Lake County Water Supply Advisory Public Committee | 12/15/2011   | 9:30 PM      | Lake County Central Permit Facility, Conference Room 2200 Mt. Sun W. Winchester Road Libertyville, IL 60048 | Meeting details | Agenda | Not available | Not available |
| Zoning Board of Appeals                            | 12/15/2011   | 1:00 PM      | 414 S. Lewis Avenue, Wheeling, IL Park Place Senior Center  | Meeting details | Agenda | Not available | Not available |
| Lake County Board                                  | 12/13/2011   | 9:00 AM      | Lake County Government Building   | Meeting details | Agenda | Not available | Not available |
| Commission of the Woods                            | 12/9/2011    | 8:30 AM      | Lake County Central Permit Facility 500 Mt. Winchester Road, Libertyville, IL                               | Meeting details | Agenda | Not available | Not available |

Publish a portal to your website for a quick and easy search of legislative data.



Automatically generate and publish agenda packets for upcoming meetings.



### Fully hosted, cloud-based foundation for all Granicus Suites

- Cloud-based content delivery platform that expands as your needs grow
- Manage and store unlimited public meeting data
- Upload and publish content including documents, videos and more
- Leverage an open architecture and connect with existing systems
- Get enterprise scalability through a world-class hosted infrastructure
- Create a paperless agenda environment with iLegislate<sup>®</sup> for the iPad

### The leading content delivery platform for government.

The Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of public meeting data. This foundation also includes the core of our content management, administration, and distribution tools that are leveraged in each Granicus suite. The platform includes free access to our APIs and SDKs to help you seamlessly connect your Granicus solution to systems in place at your organization.

On its own, the Open Platform can create a powerful website experience for citizens through a web portal. The platform includes the ability to upload and publish content, including videos, audio, and documents. It includes the iPad app, iLegislate<sup>®</sup>, to view paperless agendas and related meeting videos. Live video webcasting can easily be added to the Granicus Open Platform through our encoder.



Deliver important information to citizens through your website.

- **Create a powerful website experience for citizens**  
 Improve your web presence by adding a centralized, up-to-date repository of public meeting information including meeting agendas, minutes and on-demand video. All information is available through a portal that matches the look and feel of your existing website. Citizens can easily subscribe to RSS feeds and receive notifications when new content is published online.
- **Reach audiences with on-demand video**  
 Upload, index and publish archived videos to your website. Videos are encoded in H.264, allowing viewers to access media from mobile devices. Videos can easily be shared to social networking sites or embedded on other webpages through the player.
- **Leverage an open architecture and connect to in-house systems**  
 The Granicus Open Platform Application Programming Interface (API) and Software Developer Kit (SDK), allows customers to integrate with, or expand upon, existing systems. Our API is fully documented and supported, providing customers with the flexibility to share data with other government solutions already in place.
- **Available to your entire organization, anytime, anywhere**  
 The Granicus cloud allows for unlimited users and groups, secure login credentials, and controlled permissions, so your entire organization can access the service from anywhere with an internet connection. The cloud structure will also allow iLegislate, the digital agenda iPad app, to be automatically updated with the latest meeting agendas, simplifying distribution and increasing efficiency.
- **Rapid Platform deployment - no up-front setup costs**  
 Our professional services team has made it incredibly easy for you to get started. The Granicus cloud-based infrastructure allows your agency to get up and running in no time. There is never any up-front cost or setup fee.

### Add live video streaming and reach audiences in real-time.

Easily add the Granicus Encoding Appliance to your Open Platform solution and stream public meetings and events live through your website. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.



### Features for Staff

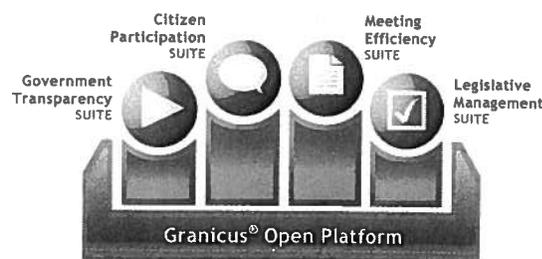
- Unlimited content storage & distribution
- Open architecture & API
- Archived video editing & indexing
- Guaranteed availability & security
- World-class data centers
- Encoding appliance\*
  - Live event streaming
  - Intelligent media routing
- Performance Accelerator\*
- iLegislate\*: mobile agenda iPad app

### Benefits to Citizens

- Web portal
- RSS feeds for video & agenda
- Share syndication
- High resolution player (480x360) at 600Kbps
- Flash and HTML5 video players
- Mobile device streaming & support\*\*

\* Software module or hardware sold separately

\*\* Android support is beta and available for on-demand playback only



Easily add streaming, pre and live meeting automation, and citizen engagement functionality to the Platform with Granicus Suites.

## Focus

Granicus is the only streaming platform that focuses exclusively on government. We now work with over 800 agencies in all 50 states, at every level of government; so you won't have to worry about whether our solution could answer your agencies needs too.

Our clients were some of the first to:

- Webcast government meetings in 2001
- Create jump-to-points for easily searchable meeting videos
- Cross-link meeting videos to agendas, minutes, PPT, staff reports, and supporting documents
- Stream 24/7 government access channels, online
- Automate the minutes annotation process
- Move to a fully-hosted, cloud-based software solution

## Trust

Granicus understands the needs of government more than any other provider. Before installation, our network assessments help to build each client a solution that can meet any existing or future network configurations. Our deployments are always on-schedule and our projects have never gone over budget. After deployment, clients have access to unlimited technical support, online or over the phone, 24/7.

**That is why we have the industry's highest customer ratings.**

- 98.3% Customer Satisfaction
- 99.0% Client Retention
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

## Webcasting/Streaming

- Unlimited bandwidth and streaming, unlimited meeting bodies & unlimited storage
- The only solution that can provide live an on-demand streaming on emerging mobile devices such as Android OS, Apple IOs (iPad and iPhone), and Blackberry (with closed captioning)
- The only solution with ability to view entire agenda packets on iPads with ability to take notes
- Ability to index webcasts live during meetings with speaker names, agenda items, meeting notes, meeting minutes, recommendations, and presentation slides
- Ability to search videos, captions, agenda, and minutes with advanced filters for date range, data type, etc
- Customize a fully-branded web portal to help your online audience quickly and easily find important content

## Minutes Annotation

- Ability to take meeting minutes, including capturing summary text of discussions that occurred during the meeting
- Ability to annotate minutes within Microsoft Word, using the video and video indexes as reference in Microsoft Word during the post annotation process.
- Ability to use Microsoft Word as the interface to build minutes that include hyperlinks to indexes in the audio/video webcast.
- Ability to convert Microsoft Word minutes into PDF Minutes that include hyperlinks to indexes in the audio/video webcast

## **Analytics/Reporting**

- Graphical reporting of live viewers including those viewing mobile webcasts for a specific date range
- Graphical reporting of archive viewership including the viewership timeline of a specific webcast for a specific date range
- Graphical reporting of Most Popular webcasts

## GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of June 12, 2013 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and \_\_\_\_\_ (the “**Client**”).

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

### 1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. “Managed Services” shall mean the services provided by Granicus to Client as detailed in Exhibit A. “Managed Services Fee” shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

### 2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client’s Managed Services will also result in the immediate termination of the Client’s Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client’s sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus’ reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

### 3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibit A.

3.2 Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

3.3 Granicus, Inc. shall send all invoices to:

Name:  
Title:  
Address:

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website [www.bls.gov](http://www.bls.gov)) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.5 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

3.6 Additions. Granicus, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance Granicus' offerings, or improve user satisfaction. During the initial period of this Agreement, the customer understands that the use of these additional products is included in the originally agreed upon monthly managed services fees.

At contract renewal, the customer acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

#### 4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous, (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

#### 6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical

support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

## 7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

## 8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

## 9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certifies to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

## 10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

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DRAFT

This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Hardware Exhibit
- Exhibit D: Trademark Information
- Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

**GRANICUS, INC.**

By: \_\_\_\_\_

Tom Spengler

Its: Chief Executive Officer

Address:

600 Harrison St, Suite 120

San Francisco, CA 94107

**[INSERT CLIENT NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address:

Date: \_\_\_\_\_

DRAFT

**EXHIBIT A**

**PROPOSAL**

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## **EXHIBIT B**

### **SUPPORT INFORMATION**

1. **Contact Information.** The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 600 Harrison Street, Suite 120, San Francisco, California, 94107.

(b) **Telephone Numbers.** Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

**Internet and E-mail Contact Information.** The website for Granicus is [www.granicus.com](http://www.granicus.com). E-mail may be sent to the support staff at [customercare@granicus.com](mailto:customercare@granicus.com).

2. **Recognized Client Representatives.** Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. **Support Policy.** When Granicus receives notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

5. **Software Enhancements or Modifications.** The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

*[End of Support Information]*

## EXHIBIT C

### GRANICUS, INC.

#### HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the hardware components of the Granicus Solution (the "**Hardware**") provided by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Price.** The price for the Hardware shall be the price specified in the Proposal.
2. **Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Service Response Time.** For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
  - a. Mount server on client rack (if applicable)
  - b. Connecting original network cables.
  - c. Connecting original audio and video cables (if applicable).
5. **LIMITATION OF LIABILITY.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. **Hardware.** In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to

the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not be guaranteed.

7. **Purchased Hardware Warranty.** For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

8. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

9. **Client Changes to Hardware Prohibited.** Client shall not install any software or software components that have not been agreed upon in advance between client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

*[end of Hardware Exhibit]*

**EXHIBIT D**

**TRADEMARK INFORMATION**

Granicus Registered Trademarks ®



Granicus logo as a mark  
Granicus®  
MediaVault®  
Mobile Encoder®  
Outcast Encoder®  
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Granicus Trademark Names ™

Integrated Public Record™  
Intelligent Routing™  
LinkedMinutes™  
LiveManager™  
MediaCenter™  
MediaManager™  
MeetingMember™  
MeetingServer™  
Simulcast Encoder™  
VoteCast™  
VoteCast™ Classic  
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Client Trademarks

## **EXHIBIT E**

### **TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT**

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through optional media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.



June 19, 2013  
NCTPA Agenda Item 10.6  
Continued From: New  
**Action Requested: INFORMATION**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Manager of Finance  
(707) 259-8779 / Email: aonorato@nctpa.net  
**SUBJECT:** NCTPA Third Quarter FY 2012-13 Budget and 5 Year Forecast

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board review the NCTPA financial performance against budget (Attachment 1) for the third quarter (January-March) period and 5 year adjusted forecast model.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The purpose of this memo and associated report is to provide a quarterly update on the agency's financial performance, request approval for budget modifications, and to provide updated budget projections for planning purposes over the next 5 years.

Attachment 1 summarizes NCTPA's third quarter financial performance for revenues, transit operations, and planning administration expenses. The discussion below outlines the budget and financial performance. The report includes detailed financial data comparing the agency's performance to the budget.

The five year budget forecast updates revenues and expenses throughout the year based on revenue generations and expenses. This process is intended to inform the Board of potential budgetary deviations and help the Board and agency staff make smarter, more informed decisions.

Throughout the fiscal year, the Agency carefully monitors the variances of the budget versus actual expenses on a monthly basis. Certain expense items must be adjusted to align with projected expenditures or actual expenses in their respective funds/departments. These budget adjustments will provide NCTPA the authority necessary for a balanced year-end fiscal audit.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments

### **FINANCIAL IMPACT**

Is there a fiscal impact? No. Information only.

Is it Currently Budgeted? NA

Where is it budgeted? NA

Is it Mandatory or Discretionary? NA

Future Fiscal Impact: No.

Consequences if not approved: NA

### **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**

#### **Financial Performance:**

Please note that the following information has not been audited and should be used for informational purposes only.

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### *Congestion Management Agency (Planning Fund) Budget vs. Actuals*

NCTPA, the Congestion Management Agency, (also known as the Planning Fund), recognized \$524,494 in revenues for the quarter above its \$490,200 budget. The majority of revenues are from Federal Highway Administration (Surface Transportation Program) planning funds and a Safe Routes to Schools pass through payment. Other revenue is from salary charge backs to the Public Transit Fund, reimbursement of expenses for the VINE Trail project, and an Abandoned Vehicle Abatement Authority (AVAA) quarterly payment.

The Planning Fund expenses were under budget by \$627,889 or about 45.5%, mainly in unused Consulting Services expenses. Consulting services is under budget by 58.4% for special projects that have not yet been delivered in the quarter as planned.

For reporting purposes, the Transportation for Clean Air (TFCA) and AVAA program funds are included in the Planning fund figures.

### *Public Transit (Transit Fund) Budget vs. Actuals*

Overall, revenues are flat over budgeted amounts, however, Transit Development Act (TDA) and Intergovernmental Revenues were both above budget for the quarter. Overall, operating expenses in the Public Transit Fund were under budget by 7.5%. Except for the Personnel Cost chargebacks to the Public Transit Fund and fuel, all expense categories in the fund were under budget for the quarter. Fuel costs are higher than originally anticipated and are expected to continue this trend for the remainder of the fiscal year. These changes are reflected in the 5 year budget forecast.

### *Capital Purchases*

In the third quarter, NCTPA/ VINE Transit made the following purchases:

- Ongoing construction costs for the Soscol Gateway Transit Center
- VINE Transit related equipment

Expected purchases in the fourth/last quarter:

- 4- 40' Diesel buses for VINE Route 29 (April/May)
- 5- 35' Compressed Natural Gas Buses (April/May)
- 85 fareboxes (June)
- Related Farebox Equipment (June)

### *5 Year Forecast*

The purpose of a 5 year financial forecasting model is to project and quantify the impact of potential revenue shortfalls and increased liabilities well into the future. Forecasts can be used to create a strategic context for evaluating the annual budget, to establish a baseline for measuring the long-term effects of decisions, to test the economic effects of best-case and worst-case funding scenarios, and to establish a baseline projection of revenues, expenditures, and future cash flows and fund balances.

The third quarter resulted in a few revisions to the 5 year forecast. Purchase transportation cost have been increased due to the revised year 4 and 5 purchased transportation contract; and successive years thereafter. Increases in fuel costs have triggered revisions into future years. The consulting services for the CMA was increased to \$2M per year as a placeholder. Consulting services for the CMA for the next few years are variable and will increase or decrease based upon future Board policy.

### **SUPPORTING DOCUMENTS**

Attachment: (1) Third Quarter FY 2012-13 Financial Performance and 5 Year Forecast Reports

8300 NCTPA Consolidated  
Quarterly and Yearly Variance Analysis  
Statement of Revenue, Expenses

| Jan-Mar 2013 |           | MAR YTD 2012-2013 |            | FY12-13 Adjusted Budget |            | APPROVED BUDGET |            | FY 2013-2014 |            | FY 2014-2015 |            | FY 2015-2016 |            | FY 2016-2017 |            | FY 2017-2018 |            |
|--------------|-----------|-------------------|------------|-------------------------|------------|-----------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|
| Actuals      | Budget    | Actuals           | Budget     | Projection              | Projection | Projection      | Projection | Projection   | Projection | Projection   | Projection | Projection   | Projection | Projection   | Projection | Projection   | Projection |
| 189,544      | 233,000   | 670,574           | 1,063,500  | 1,063,500               | 1,180,000  | 1,180,000       | 1,219,650  | 1,219,650    | 1,223,650  | 1,223,650    | 1,223,650  | 1,223,650    | 1,223,650  | 1,223,650    | 1,223,650  | 1,223,650    | 1,223,650  |
| 18,162       | 18,162    | 50,709            | 87,500     | 87,500                  | 88,300     | 88,300          | 85,300     | 85,300       | 85,300     | 85,300       | 85,300     | 85,300       | 85,300     | 85,300       | 85,300     | 85,300       | 85,300     |
| 5,188        | 14,850    | 23,215            | 49,100     | 49,100                  | 52,900     | 52,900          | 53,900     | 53,900       | 53,900     | 53,900       | 53,900     | 53,900       | 53,900     | 53,900       | 53,900     | 53,900       | 53,900     |
| 212,875      | 271,775   | 750,397           | 1,200,100  | 1,200,100               | 1,340,200  | 1,340,200       | 1,358,750  | 1,358,750    | 1,363,650  | 1,363,650    | 1,363,650  | 1,363,650    | 1,363,650  | 1,363,650    | 1,363,650  | 1,363,650    | 1,363,650  |
| 1,065,465    | 129,600   | 8,730,182         | 5,178,400  | 5,178,400               | 5,938,300  | 5,938,300       | 6,269,250  | 6,269,250    | 6,848,400  | 6,848,400    | 6,848,400  | 7,121,100    | 7,121,100  | 7,121,100    | 7,121,100  | 7,121,100    | 7,121,100  |
| 181,811      | 190,000   | -                 | 1,555,200  | 1,555,200               | 1,555,200  | 1,555,200       | 1,555,200  | 1,555,200    | 1,555,200  | 1,555,200    | 1,555,200  | 1,555,200    | 1,555,200  | 1,555,200    | 1,555,200  | 1,555,200    | 1,555,200  |
| 11,781       | 11,781    | -                 | 443,900    | 443,900                 | 443,900    | 443,900         | 443,900    | 443,900      | 443,900    | 443,900      | 443,900    | 443,900      | 443,900    | 443,900      | 443,900    | 443,900      | 443,900    |
| 180,198      | 215,000   | -                 | 872,000    | 872,000                 | 872,000    | 872,000         | 872,000    | 872,000      | 872,000    | 872,000      | 872,000    | 872,000      | 872,000    | 872,000      | 872,000    | 872,000      | 872,000    |
| -            | -         | 409,075           | 925,000    | 925,000                 | 925,000    | 925,000         | 925,000    | 925,000      | 925,000    | 925,000      | 925,000    | 925,000      | 925,000    | 925,000      | 925,000    | 925,000      | 925,000    |
| -            | -         | -                 | 996,800    | 996,800                 | 996,800    | 996,800         | 996,800    | 996,800      | 996,800    | 996,800      | 996,800    | 996,800      | 996,800    | 996,800      | 996,800    | 996,800      | 996,800    |
| -            | -         | -                 | 24,000     | 24,000                  | 24,000     | 24,000          | 24,000     | 24,000       | 24,000     | 24,000       | 24,000     | 24,000       | 24,000     | 24,000       | 24,000     | 24,000       | 24,000     |
| -            | -         | -                 | 45,000     | 45,000                  | 45,000     | 45,000          | 45,000     | 45,000       | 45,000     | 45,000       | 45,000     | 45,000       | 45,000     | 45,000       | 45,000     | 45,000       | 45,000     |
| 219,525      | 200,000   | 219,525           | 1,079,300  | 1,079,300               | 1,079,300  | 1,079,300       | 1,079,300  | 1,079,300    | 1,079,300  | 1,079,300    | 1,079,300  | 1,079,300    | 1,079,300  | 1,079,300    | 1,079,300  | 1,079,300    | 1,079,300  |
| 140,170      | 135,000   | 337,123           | 390,000    | 390,000                 | 390,000    | 390,000         | 390,000    | 390,000      | 390,000    | 390,000      | 390,000    | 390,000      | 390,000    | 390,000      | 390,000    | 390,000      | 390,000    |
| -            | -         | 96,138            | 488,000    | 488,000                 | 488,000    | 488,000         | 488,000    | 488,000      | 488,000    | 488,000      | 488,000    | 488,000      | 488,000    | 488,000      | 488,000    | 488,000      | 488,000    |
| -            | -         | -                 | 10,000     | 10,000                  | 10,000     | 10,000          | 10,000     | 10,000       | 10,000     | 10,000       | 10,000     | 10,000       | 10,000     | 10,000       | 10,000     | 10,000       | 10,000     |
| 33,629       | 33,000    | 96,828            | 136,000    | 136,000                 | 136,000    | 136,000         | 136,000    | 136,000      | 136,000    | 136,000      | 136,000    | 136,000      | 136,000    | 136,000      | 136,000    | 136,000      | 136,000    |
| 77,157       | 773,000   | 240,732           | 267,500    | 267,500                 | 267,500    | 267,500         | 267,500    | 267,500      | 267,500    | 267,500      | 267,500    | 267,500      | 267,500    | 267,500      | 267,500    | 267,500      | 267,500    |
| 767,114      | 773,000   | 1,765,972         | 7,232,700  | 7,232,700               | 7,232,700  | 7,232,700       | 7,232,700  | 7,232,700    | 7,232,700  | 7,232,700    | 7,232,700  | 7,232,700    | 7,232,700  | 7,232,700    | 7,232,700  | 7,232,700    | 7,232,700  |
| 2,750        | 4,850     | 18,711            | 23,600     | 23,600                  | 23,600     | 23,600          | 23,600     | 23,600       | 23,600     | 23,600       | 23,600     | 23,600       | 23,600     | 23,600       | 23,600     | 23,600       | 23,600     |
| 2,048,203    | 1,179,025 | 11,263,383        | 13,634,800 | 13,634,800              | 15,747,700 | 15,747,700      | 14,664,350 | 14,664,350   | 15,221,300 | 15,221,300   | 15,221,300 | 14,938,350   | 14,938,350 | 15,221,300   | 15,221,300 | 15,221,300   | 15,221,300 |

| Remaining Balance | Q1 Adjustments | Q2 Adjustments | Q3 Adjustments | FY12-13 Adjusted Budget | APPROVED BUDGET | FY 2013-2014 | FY 2014-2015 | FY 2015-2016 | FY 2016-2017 | FY 2017-2018 |
|-------------------|----------------|----------------|----------------|-------------------------|-----------------|--------------|--------------|--------------|--------------|--------------|
| 392,926           | -              | -              | -              | 1,063,500               | 1,063,500       | 1,180,000    | 1,219,650    | 1,223,650    | 1,223,650    | 1,223,650    |
| 36,791            | -              | -              | -              | 87,500                  | 87,500          | 88,300       | 85,300       | 85,300       | 85,300       | 85,300       |
| 19,785            | -              | -              | -              | 49,100                  | 49,100          | 52,900       | 53,900       | 53,900       | 53,900       | 53,900       |
| 440,503           | -              | -              | -              | 1,200,100               | 1,200,100       | 1,340,200    | 1,358,750    | 1,363,650    | 1,363,650    | 1,363,650    |
| (3,551,782)       | -              | 248,600        | 25,000         | 5,178,400               | 5,938,300       | 6,269,250    | 6,848,400    | 7,121,100    | 7,121,100    | 7,121,100    |
| 1,555,200         | -              | -              | -              | 1,555,200               | 1,555,200       | 1,555,200    | 1,555,200    | 1,555,200    | 1,555,200    | 1,555,200    |
| 282,089           | -              | -              | -              | 443,900                 | 443,900         | 443,900      | 443,900      | 443,900      | 443,900      | 443,900      |
| 87,418            | -              | -              | -              | 872,000                 | 872,000         | 872,000      | 872,000      | 872,000      | 872,000      | 872,000      |
| 925,000           | 50,000         | -              | -              | 925,000                 | 925,000         | 925,000      | 925,000      | 925,000      | 925,000      | 925,000      |
| 587,725           | -              | -              | -              | 996,800                 | 996,800         | 996,800      | 996,800      | 996,800      | 996,800      | 996,800      |
| 24,000            | -              | -              | -              | 24,000                  | 24,000          | 24,000       | 24,000       | 24,000       | 24,000       | 24,000       |
| 45,000            | -              | -              | -              | 45,000                  | 45,000          | 45,000       | 45,000       | 45,000       | 45,000       | 45,000       |
| 859,775           | -              | -              | -              | 1,079,300               | 1,079,300       | 1,079,300    | 1,079,300    | 1,079,300    | 1,079,300    | 1,079,300    |
| 52,877            | -              | -              | -              | 390,000                 | 390,000         | 390,000      | 390,000      | 390,000      | 390,000      | 390,000      |
| 307,862           | -              | 300,000        | -              | 488,000                 | 488,000         | 488,000      | 488,000      | 488,000      | 488,000      | 488,000      |
| 10,000            | -              | -              | -              | 10,000                  | 10,000          | 10,000       | 10,000       | 10,000       | 10,000       | 10,000       |
| 136,000           | -              | -              | -              | 136,000                 | 136,000         | 136,000      | 136,000      | 136,000      | 136,000      | 136,000      |
| 267,500           | -              | -              | -              | 267,500                 | 267,500         | 267,500      | 267,500      | 267,500      | 267,500      | 267,500      |
| 5,466,628         | 50,000         | 300,000        | 25,000         | 7,232,700               | 8,462,700       | 8,462,700    | 7,013,250    | 6,703,000    | 6,703,950    | 6,712,900    |
| 6,889             | -              | -              | -              | 23,600                  | 23,600          | 23,600       | 23,600       | 23,600       | 23,600       | 23,600       |
| 2,371,437         | 50,000         | 548,600        | 25,000         | 13,634,800              | 15,747,700      | 14,664,350   | 14,938,350   | 15,221,300   | 15,221,300   | 15,514,200   |

| OPERATING EXPENSES | PERSONNEL COSTS |
|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|
| 604,106            | 710,894         | 604,106            | 710,894         | 604,106            | 710,894         | 604,106            | 710,894         |
| 4,325              | 7,675           | 4,325              | 7,675           | 4,325              | 7,675           | 4,325              | 7,675           |
| 188                | 413             | 188                | 413             | 188                | 413             | 188                | 413             |
| 3,908              | 11,092          | 3,908              | 11,092          | 3,908              | 11,092          | 3,908              | 11,092          |
| 45,477             | 111,523         | 45,477             | 111,523         | 45,477             | 111,523         | 45,477             | 111,523         |
| 140,000            | 140,000         | 140,000            | 140,000         | 140,000            | 140,000         | 140,000            | 140,000         |
| 7,500              | 18,276          | 7,500              | 18,276          | 7,500              | 18,276          | 7,500              | 18,276          |
| 7,500              | 18,276          | 7,500              | 18,276          | 7,500              | 18,276          | 7,500              | 18,276          |
| 1,145              | 5,355           | 1,145              | 5,355           | 1,145              | 5,355           | 1,145              | 5,355           |
| 23,000             | 249             | 23,000             | 249             | 23,000             | 249             | 23,000             | 249             |
| 28,900             | 22,703          | 28,900             | 22,703          | 28,900             | 22,703          | 28,900             | 22,703          |
| 763,901            | 924,939         | 763,901            | 924,939         | 763,901            | 924,939         | 763,901            | 924,939         |
| 1,315,000          | 1,315,000       | 1,315,000          | 1,315,000       | 1,315,000          | 1,315,000       | 1,315,000          | 1,315,000       |
| 12,000             | 12,000          | 12,000             | 12,000          | 12,000             | 12,000          | 12,000             | 12,000          |
| 600                | 600             | 600                | 600             | 600                | 600             | 600                | 600             |
| 15,000             | 15,000          | 15,000             | 15,000          | 15,000             | 15,000          | 15,000             | 15,000          |
| 140,000            | 140,000         | 140,000            | 140,000         | 140,000            | 140,000         | 140,000            | 140,000         |
| 7,500              | 7,500           | 7,500              | 7,500           | 7,500              | 7,500           | 7,500              | 7,500           |
| 7,500              | 7,500           | 7,500              | 7,500           | 7,500              | 7,500           | 7,500              | 7,500           |
| 6,500              | 6,500           | 6,500              | 6,500           | 6,500              | 6,500           | 6,500              | 6,500           |
| 23,000             | 23,000          | 23,000             | 23,000          | 23,000             | 23,000          | 23,000             | 23,000          |
| 28,900             | 28,900          | 28,900             | 28,900          | 28,900             | 28,900          | 28,900             | 28,900          |
| 1,708,500          | 1,708,500       | 1,708,500          | 1,708,500       | 1,708,500          | 1,708,500       | 1,708,500          | 1,708,500       |
| 60,600             | 60,219          | 60,600             | 60,219          | 60,600             | 60,219          | 60,600             | 60,219          |
| 91,000             | 40,203          | 91,000             | 40,203          | 91,000             | 40,203          | 91,000             | 40,203          |
| 78,000             | 55,196          | 78,000             | 55,196          | 78,000             | 55,196          | 78,000             | 55,196          |
| 100,400            | 77,628          | 100,400            | 77,628          | 100,400            | 77,628          | 100,400            | 77,628          |
| 5,500              | 2,656           | 5,500              | 2,656           | 5,500              | 2,656           | 5,500              | 2,656           |
| 2,839,100          | 2,839,100       | 2,839,100          | 2,839,100       | 2,839,100          | 2,839,100       | 2,839,100          | 2,839,100       |
| 5,000              | 5,000           | 5,000              | 5,000           | 5,000              | 5,000           | 5,000              | 5,000           |
| 6,180,000          | 1,518,906       | 6,180,000          | 1,518,906       | 6,180,000          | 1,518,906       | 6,180,000          | 1,518,906       |
| 33,000             | 44,681          | 33,000             | 44,681          | 33,000             | 44,681          | 33,000             | 44,681          |
| 58,000             | 58,000          | 58,000             | 58,000          | 58,000             | 58,000          | 58,000             | 58,000          |
| 172,500            | 172,500         | 172,500            | 172,500         | 172,500            | 172,500         | 172,500            | 172,500         |
| 8,000              | 8,000           | 8,000              | 8,000           | 8,000              | 8,000           | 8,000              | 8,000           |
| 35,000             | 81,200          | 35,000             | 8               |                    |                 |                    |                 |



83000 Congestion Management Agency  
 Quarterly and Yearly Variance Analysis  
 Statement of Revenue, Expenses

| FY15-13 APPROVED BUDGET | FY12-13 Adjusted Budget | FY 2013-2014    |            | FY 2014-2015 |            | FY 2015-2016 |            | FY 2016-2017 |            | FY 2017-2018 |            |
|-------------------------|-------------------------|-----------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|
|                         |                         | APPROVED BUDGET | Projection | Projection   | Projection | Projection   | Projection | Projection   | Projection | Projection   | Projection |
| 746,300                 | 746,300                 | 1,064,000       | 754,600    | 1,100,700    | 1,256,200  | 1,386,400    | -          | -            | -          | -            | -          |
| 190,000                 | 190,000                 | 898,000         | 1,012,000  | 1,012,000    | 1,012,000  | 1,012,000    | -          | -            | -          | -            | -          |
| 822,000                 | 822,000                 | 1,250,000       | 800,000    | 800,000      | 800,000    | 800,000      | -          | -            | -          | -            | -          |
| 925,000                 | 925,000                 | 24,000          | 24,000     | 24,000       | 24,000     | 24,000       | -          | -            | -          | -            | -          |
| 24,000                  | 24,000                  | 117,000         | 15,000     | 15,000       | 15,000     | 15,000       | -          | -            | -          | -            | -          |
| 45,000                  | 45,000                  | 236,300         | 559,700    | 559,300      | 929,300    | 929,300      | -          | -            | -          | -            | -          |
| 1,079,300               | 1,079,300               | 559,700         | 929,300    | 929,300      | 929,300    | 929,300      | -          | -            | -          | -            | -          |
| 184,000                 | 184,000                 | 200,500         | 184,000    | 184,000      | 184,000    | 184,000      | -          | -            | -          | -            | -          |
| 10,000                  | 10,000                  | 498,700         | 184,000    | 184,000      | 184,000    | 184,000      | -          | -            | -          | -            | -          |
| 136,000                 | 136,000                 | 333,900         | 136,000    | 136,000      | 136,000    | 136,000      | -          | -            | -          | -            | -          |
| 267,500                 | 267,500                 | 333,900         | 312,100    | 312,100      | 312,100    | 312,100      | -          | -            | -          | -            | -          |
| 3,666,800               | 3,666,800               | 4,327,600       | 3,426,400  | 3,426,400    | 3,111,400  | 3,111,400    | -          | -            | -          | -            | -          |
| 4,000                   | 4,000                   | 8,000           | 4,000      | 4,000        | 4,000      | 4,000        | -          | -            | -          | -            | -          |
| 4,437,100               | 4,437,100               | 5,399,600       | 4,185,000  | 4,185,000    | 4,276,100  | 4,276,100    | -          | -            | -          | -            | -          |
| 4,437,100               | 4,437,100               | 5,399,600       | 4,185,000  | 4,185,000    | 4,276,100  | 4,276,100    | -          | -            | -          | -            | -          |

| MAR YTD 2012-2013 |           | Budget    | Remaining Balance |
|-------------------|-----------|-----------|-------------------|
| Actuals           |           |           |                   |
| 8,784             | (8,784)   | 746,300   | 746,300           |
| 181,811           | 181,811   | 190,000   | 190,000           |
| 184,582           | 184,582   | 822,000   | 822,000           |
| -                 | -         | 24,000    | 24,000            |
| -                 | -         | 45,000    | 45,000            |
| 219,525           | 219,525   | 1,079,300 | 1,079,300         |
| 96,138            | 96,138    | 488,000   | 488,000           |
| 86,828            | 86,828    | 10,000    | 10,000            |
| 240,792           | 240,792   | 136,000   | 136,000           |
| 1,019,574         | 1,019,574 | 267,500   | 267,500           |
| 2,069             | 2,069     | 4,036,800 | 4,036,800         |
| 1,776,927         | 1,776,927 | 4,000     | 4,000             |
| 3,010,273         | 3,010,273 | 4,787,100 | 4,787,100         |

| OPERATING REVENUES                             |           | Difference \$ | Difference % |
|--|-----------|---------------|--------------|
| TOTAL - OPERATIONAL REVENUE                    | 746,300   | -             | 0.0%         |
| REV. INTERGOVERNMENTAL                         | 190,000   | (8,189)       | -4.3%        |
| Federal: FHWA (STP)                            | 87,418    | 11,781        | 13.4%        |
| Federal: Other: VINE Trail                     | 925,000   | -             | 0.0%         |
| State: State Transit Assistance (STA)          | 24,000    | -             | 0.0%         |
| State: Planning, Programming, Monitoring (PPM) | 45,000    | -             | 0.0%         |
| State: State Transit Fund Program              | 1,079,300 | 19,525        | 1.8%         |
| State: State Routes to Success/Other           | 488,000   | -             | 0.0%         |
| Regional: Bay Area Air Quality Mgmt District   | 391,862   | -             | 0.0%         |
| Regional: Other                                | 10,000    | -             | 0.0%         |
| AVAA   | 136,000   | 659           | 0.5%         |
| Chargbacks: Public Transit Fund                | 267,500   | 10,527        | 3.9%         |
| TOTAL INTERGOVERNMENTAL REV                    | 4,036,800 | 34,303        | 0.9%         |
| REV. INTEREST INCOME                           | 4,000     | (9)           | -0.2%        |
| TOTAL REVENUES                                 | 4,787,100 | 34,294        | 0.7%         |

| OPERATING EXPENSES                   |           | Difference \$ | Difference % |
|--------------------------------------|-----------|---------------|--------------|
| PERSONNEL COSTS                      | 1,315,000 | 65,882        | 5.0%         |
| Salaries and Wages                   | 12,000    | (3,316)       | -27.6%       |
| Employer Payroll Taxes               | 600       | 150           | 25.0%        |
| Health                               | 3,000     | 4,218         | 140.6%       |
| Other Benefits (Dental, LTD, Vision) | 15,000    | 3,668         | 24.5%        |
| Medicare                             | 140,000   | 5,790         | 4.1%         |
| Employee Assistance Program (EAP)    | 5,000     | 10,453        | 209.1%       |
| Workers Compensation                 | 7,500     | (9,423)       | -125.8%      |
| OPPE Contribution                    | 6,500     | 1,875         | 28.8%        |
| Cal PERS Contribution                | 23,000    | 1,900         | 8.3%         |
| Cal Profits Contribution             | 2,000     | 5,000         | 250.0%       |
| Safety Chargeback to Public Transit  | 28,000    | 10,558        | 37.7%        |
| TOTAL PERSONNEL COSTS                | 1,441,000 | 58,776        | 4.1%         |
| OPERATING EXPENSES                   | 10,800    | 3,168         | 29.3%        |
| Administration Services              | 85,000    | 2,769         | 3.3%         |
| Printing Services                    | 8,000     | 628           | 7.9%         |
| Information Technology Services      | 47,500    | 8,500         | 17.9%        |
| Legal Services                       | 35,000    | (2,006)       | -5.7%        |
| Insurance - Premiums                 | 7,000     | (6,987)       | -99.8%       |
| Communications/Telephone             | 3,000     | (2,994)       | -99.8%       |
| Advertising/Marketing                | 1,000     | (1,112)       | -111.2%      |
| Printing & Binding                   | 800       | 337           | 42.0%        |
| Public Legal Notices                 | 1,000     | (1,531)       | -153.1%      |
| Training Conference Expenses         | 14,000    | 64            | 0.5%         |
| Business Travel/Management           | 32,000    | (190)         | -0.6%        |
| Office Expenses                      | 2,800     | (626)         | -22.3%       |
| Books/Periodicals/Subscriptions      | 200       | (6,771)       | -3,385.5%    |
| Memberships/Certifications           | 800       | 5,149         | 644.9%       |
| Utilities - P&GE                     | 10,000    | (6,845)       | -68.5%       |
| AVAA grants                          | 2,400     | 371           | 15.5%        |
| Fuel Contingency                     | 136,000   | -             | 0.0%         |
| Operations Contingency               | 37,600    | 531,123       | 1,412.8%     |
| TOTAL OPERATING EXPENSES             | 3,346,100 | 627,889       | 18.8%        |
| TOTAL OPERATING COSTS                | 4,787,100 | (662,193)     | -13.8%       |
| NET CHANGE IN OPERATIONS             | -         | 15,000        | 0.0%         |
| Depreciation Expense                 | -         | -             | -            |

| FY15-13 APPROVED BUDGET | FY12-13 Adjusted Budget | FY 2013-2014    |            | FY 2014-2015 |            | FY 2015-2016 |            | FY 2016-2017 |            | FY 2017-2018 |            |
|-------------------------|-------------------------|-----------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|
|                         |                         | APPROVED BUDGET | Projection | Projection   | Projection | Projection   | Projection | Projection   | Projection | Projection   | Projection |
| 1,265,000               | 1,315,000               | 1,238,600       | 1,300,700  | 1,365,700    | 1,544,000  | 1,595,700    | -          | -            | -          | -            | -          |
| 12,000                  | 12,000                  | 36,000          | 37,600     | 39,700       | 41,700     | 43,000       | -          | -            | -          | -            | -          |
| 600                     | 600                     | 143,500         | 150,700    | 158,200      | 166,100    | 174,400      | -          | -            | -          | -            | -          |
| 15,000                  | 15,000                  | 24,000          | 25,200     | 26,500       | 27,800     | 29,200       | -          | -            | -          | -            | -          |
| 140,000                 | 140,000                 | 140,400         | 147,400    | 154,800      | 162,500    | 170,800      | -          | -            | -          | -            | -          |
| 5,000                   | 5,000                   | 3,000           | 3,200      | 3,400        | 3,600      | 3,800        | -          | -            | -          | -            | -          |
| 7,500                   | 7,500                   | 8,400           | 8,800      | 9,200        | 9,700      | 10,200       | -          | -            | -          | -            | -          |
| 6,500                   | 6,500                   | 27,000          | 28,400     | 29,800       | 31,300     | 32,900       | -          | -            | -          | -            | -          |
| 23,000                  | 23,000                  | 12,000          | 12,600     | 13,200       | 13,900     | 14,600       | -          | -            | -          | -            | -          |
| 28,000                  | 28,000                  | 5,000           | 5,300      | 5,600        | 5,900      | 6,200        | -          | -            | -          | -            | -          |
| (28,000)                | (28,000)                | (33,900)        | (32,100)   | (31,200)     | (30,300)   | (29,400)     | -          | -            | -          | -            | -          |
| 1,351,000               | 1,441,000               | 1,268,600       | 1,368,300  | 1,415,200    | 1,584,000  | 1,630,300    | -          | -            | -          | -            | -          |
| 10,600                  | 10,600                  | 12,300          | 12,700     | 12,700       | 12,700     | 12,700       | -          | -            | -          | -            | -          |
| 65,000                  | 65,000                  | 70,000          | 71,000     | 72,000       | 73,000     | 74,000       | -          | -            | -          | -            | -          |
| 60,000                  | 60,000                  | 61,000          | 62,000     | 63,000       | 64,000     | 65,000       | -          | -            | -          | -            | -          |
| 9,000                   | 9,000                   | 9,000           | 9,000      | 9,000        | 9,000      | 9,000        | -          | -            | -          | -            | -          |
| 47,500                  | 47,500                  | 47,500          | 47,500     | 47,500       | 47,500     | 47,500       | -          | -            | -          | -            | -          |
| 35,000                  | 35,000                  | 35,000          | 35,000     | 35,000       | 35,000     | 35,000       | -          | -            | -          | -            | -          |
| 7,000                   | 7,000                   | 7,000           | 7,000      | 7,000        | 7,000      | 7,000        | -          | -            | -          | -            | -          |
| 3,000                   | 3,000                   | 3,000           | 3,000      | 3,000        | 3,000      | 3,000        | -          | -            | -          | -            | -          |
| 1,000                   | 1,000                   | 1,000           | 1,000      | 1,000        | 1,000      | 1,000        | -          | -            | -          | -            | -          |
| 800                     | 800                     | 800             | 800        | 800          | 800        | 800          | -          | -            | -          | -            | -          |
| 1,000                   | 1,000                   | 1,000           | 1,000      | 1,000        | 1,000      | 1,000        | -          | -            | -          | -            | -          |
| 14,000                  | 14,000                  | 14,000          | 14,000     | 14,000       | 14,000     | 14,000       | -          | -            | -          | -            | -          |
| 32,000                  | 32,000                  | 32,000          | 32,000     | 32,000       | 32,000     | 32,000       | -          | -            | -          | -            | -          |
| 2,800                   | 2,800                   | 2,800           | 2,800      | 2,800        | 2,800      | 2,800        | -          | -            | -          | -            | -          |
| 200                     | 200                     | 200             | 200        | 200          | 200        | 200          | -          | -            | -          | -            | -          |
| 800                     | 800                     | 800             | 800        | 800          | 800        | 800          | -          | -            | -          | -            | -          |
| 10,000                  | 10,000                  | 10,000          | 10,000     | 10,000       | 10,000     | 10,000       | -          | -            | -          | -            | -          |
| 2,400                   | 2,400                   | 2,400           | 2,400      | 2,400        | 2,400      | 2,400        | -          | -            | -          | -            | -          |
| 136,000                 | 136,000                 | 136,000         | 136,000    | 136,000      | 136,000    | 136,000      | -          | -            | -          | -            | -          |
| 37,600                  | 37,600                  | 37,600          | 37,600     | 37,600       | 37,600     | 37,600       | -          | -            | -          | -            | -          |
| 3,046,100               | 3,046,100               | 3,046,100       | 3,046,100  | 3,046,100    | 3,046,100  | 3,046,100    | -          | -            | -          | -            | -          |
| 4,437,100               | 4,437,100               | 4,787,100       | 4,185,000  | 4,276,100    | 4,371,600  | 4,471,800    | -          | -            | -          | -            | -          |

| OPERATING EXPENSES                   |           | Difference \$ | Difference % |
|--------------------------------------|-----------|---------------|--------------|
| PERSONNEL COSTS                      | 1,315,000 | 65,882        | 5.0%         |
| Salaries and Wages                   | 12,000    | (3,316)       | -27.6%       |
| Employer Payroll Taxes               | 600       | 150           | 25.0%        |
| Health                               | 3,000     | 4,218         | 140.6%       |
| Other Benefits (Dental, LTD, Vision) | 15,000    | 3,668         | 24.5%        |
| Medicare                             | 140,000   | 5,790         | 4.1%         |
| Employee Assistance Program (EAP)    | 5,000     | 10,453        | 209.1%       |
| Workers Compensation                 | 7,500     | (9,423)       | -125.8%      |
| OPPE Contribution                    | 6,500     | 1,875         | 28.8%        |
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| Cal Profits Contribution             | 2,000     | 5,000         | 250.0%       |
| Safety Chargeback to Public Transit  | 28,000    | 10,558        | 37.7%        |
| TOTAL PERSONNEL COSTS                | 1,441,000 | 58,776        | 4.1%         |
| OPERATING EXPENSES                   | 10,800    | 3,168         | 29.3%        |
| Administration Services              | 85,000    | 2,769         | 3.3%         |
| Printing Services                    | 8,000     | 628           | 7.9%         |
| Information Technology Services      | 47,500    | 8,500         | 17.9%        |
| Legal Services                       | 35,000    | (2,006)       | -5.7%        |
| Insurance - Premiums                 | 7,000     | (6,987)       | -99.8%       |
| Communications/Telephone             | 3,000     | (2,994)       | -99.8%       |
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| Training Conference Expenses         | 14,000    | 64            | 0.5%         |
| Business Travel/Management           | 32,000    | (190)         | -0.6%        |
| Office Expenses                      | 2,800     | (626)         | -22.3%       |
| Books/Periodicals/Subscriptions      | 200       | (6,771)       | -3,385.5%    |
| Memberships/Certifications           | 800       | 5,149         | 644.9%       |
| Utilities - P&GE                     | 10,000    | (6,845)       | -68.5%       |
| AVAA grants                          | 2,400     | 371           | 15.5%        |
| Fuel Contingency                     | 136,000   | -             | 0.0%         |
| Operations Contingency               | 37,600    | 531,123       | 1,412.8%     |
| TOTAL OPERATING EXPENSES             | 3,346,100 | 627,889       | 18.8%        |
| TOTAL OPERATING COSTS                | 4,787,100 | (662,193)     | -13.8%       |
| NET CHANGE IN OPERATIONS             | -         | 15,000        | 0.0%         |
| Depreciation Expense                 | -         | -             | -            |

| OPERATING EXPENSES                   |           | Difference \$ | Difference % |
|--------------------------------------|-----------|---------------|--------------|
| PERSONNEL COSTS                      | 1,315,000 | 65,882        | 5.0%         |
| Salaries and Wages                   | 12,000    | (3,316)       | -27.6%       |
| Employer Payroll Taxes               | 600       | 150           | 25.0%        |
| Health                               | 3,000     | 4,218         | 140.6%       |
| Other Benefits (Dental, LTD, Vision) |           |               |              |



8302000 Public Transit Fund Financial Statements  
 Quarterly and Yearly Variance Analysis

Statement of Revenue, Expenses

|  | Jan-Mar 2013 |        | MAR YTD 2012-2013 |        | FY12-13 APPROVED BUDGET | O1 Adjustments<br>Projection | O2 Adjustments<br>Projection | O3 Adjustments<br>Projection | FY12-13 Adjusted Budget<br>Projections | FY 2013-2014<br>APPROVED BUDGET | FY 2014-2015<br>Projection | FY 2015-2016<br>Projection | FY 2016-2017<br>Projection | FY 2017-2018<br>Projection |
|--|--------------|--------|-------------------|--------|-------------------------|------------------------------|------------------------------|------------------------------|--|---------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
|  | Actuals      | Budget | Actuals           | Budget |                         |                              |                              |                              |  |                                 |                            |                            |                            |                            |
| Estimated Passengers                     |              |        |                   |        | 494,500                 | \$5,972                      | \$5,978                      | \$5,990                      | 600,300                                | 705,500                         | 716,100                    | 724,300                    | 730,000                    | 730,000                    |
| Cost Per Passenger                       |              |        |                   |        | \$17.54                 | \$0.00                       | \$2.59                       | \$0.28                       | \$14.74                                | \$14.67                         | \$14.65                    | \$14.56                    | \$14.58                    | \$15.11                    |
| Estimated Service Hours                  |              |        |                   |        | 96,539                  | 29,972                       | 20,978                       | 29,890                       | 118,145                                | 122,700                         | 122,800                    | 122,800                    | 122,800                    | 122,800                    |
| Cost Per Hour of Service- F(17) Burdened |              |        |                   |        | \$86.47                 | \$0.00                       | \$7.95                       | \$0.83                       | \$73.16                                | \$81.77                         | \$81.18                    | \$82.59                    | \$83.96                    | \$83.44                    |
| Remaining Balance                        |              |        |                   |        |                         |                              |                              |                              |  |                                 |                            |                            |                            |                            |

Difference \$

Difference %

| Jan-Mar 2013 | Budget |
|--------------|--------|
| Actuals      |        |



June 19, 2013  
Board Agenda Item 10.7  
Continued From: New  
Action Requested: **INFORMATION**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Matthew Wilcox – Assistant Program Planner/Administrator  
(707) 259-5976 / Email: [mwilcox@nctpa.net](mailto:mwilcox@nctpa.net)  
**SUBJECT:** New Flyer Bus Fleet Update

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board receive an update on the status of the eight New Flyer buses owned by the Napa County Transportation and Planning Agency (NCTPA) and operated/maintained by Veolia Transportation.

### **COMMITTEE RECOMMENDATIONS**

None

### **EXECUTIVE SUMMARY**

At the February 20, 2013 meeting, the Board approved \$203,431 for training and maintenance costs to improve the performance of the New Flyer gasoline electric hybrid buses. Since that time, the performance of the New Flyer fleet has improved significantly.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report

### **FISCAL IMPACT**

Is there a Fiscal Impact? No.

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## **CEQA REQUIREMENTS**

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

## **BACKGROUND AND DISCUSSION**

Since the arrival of the eight New Flyer vehicles four (4) in 2009 and four (4) in 2010 the buses have been plagued with power loss and shut downs. NCTPA has worked diligently to find a solution for these issues and ensure the vehicles perform to their fullest potential. Last year New Flyer staged its own mechanics onsite to assist Veolia maintenance staff in diagnosing issues and making repairs. During this period shut downs and power loss continued however lessened compared to previous years. Once the warranty period expired for the vehicles New Flyer pulled out their technicians. At this time the vehicles showed an increase in performance which has been a continuing trend.

Subsequent to the implementation of specialized training, new equipment and support from New Flyer, the bus performance has improved dramatically. During the first quarter of 2013 the New Flyer buses have shutdown 6 times in comparison to 177 times during the first quarter 2012. This constitutes a 96% reduction in shutdowns. These vehicles are becoming a more reliable fleet but not without great effort on the part of Veolia maintenance staff and the assistance of New Flyer.

New Flyer uploaded software upgrades and provided technical equipment and support; additionally, class 'A' and 'B' Mechanics have attended the first available set of New Flyer classes which Veolia staff has deemed "very helpful". Additional classes are being scheduled and when these become available "A" and "B" mechanics will be enrolled.

In addition to the classes all Veolia maintenance staff received onsite training from a New Flyer technician. Training has included the utilization of diagnostics tools in order to trouble shoot and interpret the codes and cause of failures. Additionally, Veolia Mechanics have been trained to change New Flyer engines.

Veolia staff noted that the training and new diagnostic tools (provided by NCTPA) have greatly improved the overall stability of the New Flyer fleet. The buses will continue to require special attention due to the type of build and mechanics will continue to spend additional time on preventive maintenance inspection (PMI) process to ensure the growing stability of this sub fleet.

## **SUPPORTING DOCUMENTS**

Attachment: (1) NCTPA Item 8.5 - Veolia Contract Amendment #7 (Feb. 20 Meeting)



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

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Lawrence E. Gawell, Program Manager - Chief Procurement and Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Approval of the Amendment #7 of the Transit Services Agreement No. 10-01 between the Napa County Transportation and Planning Agency (NCTPA) and Veolia Transportation Inc. (Veolia)

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Amendment #7 of NCTPA's Transit Service Agreement No. 10-01 (Attachment 1) in an amount not to exceed \$203,431 and authorize the Executive Director or her designee to execute an amendment.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

Pursuant to NCTPA Agreement 10-01, Veolia performs the maintenance of the agency's fleet vehicles using NCTPA's equipment and facilities. NCTPA's New Flyer ISE hybrid vehicles require specialized training to maintain. The buses also require more frequent upgrades to various components. This proposed amendment would reimburse Veolia for specialized training and certain vehicle components and associated labor.

### **PROCEDURAL REQUIREMENTS**

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

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**FISCAL IMPACT**

Is there a Fiscal Impact? Yes. Not to exceed \$203,431

Is it currently budgeted? No. A budget amendment request to include the additional expense is included in item 9.2 of the February Board Agenda.

Where is it budgeted? To be budgeted in Public Transit

Is it Mandatory or Discretionary: Discretionary

Is the general fund affected? Yes

Future fiscal impact: Yes

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

NCTPA owns eight (8) New Flyer hybrid ISE experimental vehicles. The buses began operations in 2008 and 2009. Since that time, the agency has experienced a number of technical issues with the vehicles. The agency has been working with New Flyer to upgrade various components and to improve the technical knowledge of Veolia's maintenance staff in order to improve the operations of the vehicles.

Several months ago, New Flyer withdrew its services to NCTPA because of cost constraints. NCTPA staff has surveyed other transit properties that operate the New Flyer hybrid vehicles and have learned that a technology transfer program in Southern California was established to help maintenance staff improve their knowledge of the ISE gasoline hybrid technology. In addition, a number of transit properties have paid New Flyer for support and have upgraded their vehicles with new components which has eliminated some of the problems associated with the vehicles and improved overall performance.

Veolia Transportation performs the maintenance of the agency's fleet vehicles using NCTPA's equipment and facilities and is reimbursed as part of billed revenue service hours. Many of the technical challenges with these vehicles fall outside the terms of the existing contract with Veolia. It is necessary to amend the contract to include reimbursement for training, including the cost of courses, travel and labor, and certain component upgrades, including parts and labor.

Staff has also sought New Flyer's support and a New Flyer technician will be reassigned to assist Veolia at NCTPA's expense. The cost for this element is roughly \$40,000 and is within the Executive Director's authority.

Staff assessed alternatives to the proposed amendment, including replacing the vehicles prior to the end of their useful life and believe that the costs associated with the Veolia amendment and New Flyer support was a more practical and cost effective approach.

Board action would amend the NCTPA Agreement No. 10-01 to reimburse Veolia for specialized training in New Flyer hybrid ISE vehicles that is available at the Southern California Regional Transit Training Consortium (SCRRTC), the cost of ISE parts, including any extraneous labor and travel.

**SUPPORTING DOCUMENTS**

Attachment: (1) Amendment #7 of the Transit Services Agreement No. 10-01 between the Napa County Transportation and Planning Agency (NCTPA) and Veolia Transportation Inc.