

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

**Board of Directors**

**AGENDA**

**Wednesday, September 19, 2012**

**1:30 p.m.**

**NCTPA/NVTA Conference Room  
707 Randolph Street, Suite 100  
Napa CA 94559**

**General Information**

*All materials relating to an agenda item for an open session of a regular meeting of the NCTPA Board of Directors are posted on our website at [www.nctpa.net/m\\_a.cfm](http://www.nctpa.net/m_a.cfm) 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, 707 Randolph Street, Suite 100, 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/bod-c/bod/curr-am.html](http://www.nctpa.net/bod-c/bod/curr-am.html)*

**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
Michael Dunsford	City of Calistoga
Jack Gingles, Mayor	City of Calistoga
Jim Krider	City of Napa
Jill Techel, Mayor	City of Napa
Keith Caldwell, BOS Chair	County of Napa
Bill Dodd	County of Napa
Del Britton, 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. Directors Update
- 7. Caltrans Update

8. **CONSENT ITEMS (8.1 – 8.15)**

- 8.1 Approval of Meeting Minutes of July 18, 2012 (Karrie Sanderlin) *(Pages 10-15)* APPROVE
  
- 8.2 Resolution No. 12-24 Approving FY 12/13 Salary Ranges for Napa County Transportation and Planning Agency (NCTPA) Job Classification for (Karrie Sanderlin) *(Pages 16-20)* APPROVE

Board action will adopt Resolution No. 12-24 approving the FY 12/13 Salary Ranges for NCTPA Job Classifications based upon the Bay Area Consumer Price Index (CPI) ending December 2011 of 2.6%.

- 8.3 Approval of Resolution No 12-25 Adopting the Transportation for Clean Air (TFCA) Program Manager Projects List for FY 12/13 (Danielle Schmitz) *(Pages 21-27)* APPROVE

Board action will approve Resolution No 12-25 adopting the list of projects for the TFCA FY 12/13 Program Manger Funds, allocating \$192,532 of available funds.

- 8.4 Settlement Agreement between the Napa County Transportation and Planning Agency (NCTPA) and the City of Napa (Antonio Onorato) *(Pages 28-34)* APPROVE

Board action will authorize an agreement between the City of Napa and the NCTPA which establishes an obligation from NCTPA for \$236,731.70 for costs incurred during the construction of the VINE Bus Yard Expansion project.

- 8.5 Disposal of Agency Surplus Property (Antonio Onorato) *(Pages 35-39)* APPROVE

Board action will authorize the disposal of fixed and non-fixed assets as surplus property items according to NCTPA Financial Policies, Practices, and Procedures Section 2 - Fixed Asset Management.

- 8.6 Letter of No Prejudice (LONP) to Caltrans for the Farebox Modernization Project (Antonio Onorato) *(Pages 40-44)* APPROVE

Board action will approve Resolution No. 12-26 requesting Caltrans to issuance a LNOP granting approval to use Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bond Program revenues for the VINE Transit farebox project.

- 8.7 Proposed Improvements to Transit Service in Yountville (Tom Roberts) *(Pages 45-54)* APPROVE

Board action will approve the proposed service modification to the Yountville Trolley to expand service days and hours throughout the week.

- 8.8 Approval of Amendment #6 of the Transit Services Agreement No. 10.01 between the Napa County Transportation and Planning Agency (NCTPA) and Veolia Transportation Inc. (Tom Roberts) *(Pages 55-59)* APPROVE

Board action will approve an amendment to Agreement No 10-01 with Veolia Transportation Inc. establishing a vehicle maintenance and cleaning rate for fleet vehicles in the Shared Vehicle Program and agency staff cars.

- 8.9 Proposed Improvements to the VINE Route 29 Service to BART (Tom Roberts) *(Pages 60-63)* APPROVE

Board action will approve the proposed route modifications to the VINE Route 29 service.

- 8.10 Approval of Supplement No. 5 to Work Authorization No. 1 of the Professional Services Agreement No. 10-23 with Mark Thomas & Company, Inc. for Engineering and Design Support Work on the Soscol Gateway Transit Center Project (Lawrence Gawell) *(Pages 64-78)* APPROVE

Board action will approve Supplement No. 5 to Work Authorization No. 1 of the Professional Services Agreement No. 10-23 with Mark Thomas & Company, Inc. in the amount not to exceed \$12,338.00 for engineering and design support work to be performed for the Soscol Gateway Transit Center Project.

- 8.11 Request for Proposal (RFP) 2012-02 for Advertising Services (Lawrence Gawell) *(Pages 79-119)* APPROVE

Board action will approve the issuance of a RFP for Advertising services on NCTPA vehicles and facilities.

- 8.12 Approval of Task Order Contracts in Response to RFQ 2012-01 for On-call Planning Services (Lawrence Gawell) *(Pages 120-143)* APPROVE

Board action will authorize the Executive Director to execute up to ten (10) task order contracts for on-call planning services, each for a term not to exceed three (3) years.

- 8.13 Agreement with the Napa Valley Wine Train (Lawrence Gawell) *(Pages 144-169)* APPROVE

Board action will approve an agreement with the Napa Valley Wine Train for the construction of a crosswalk granting access to Napa Valley Wine Train passengers to cross the Trancas Park and Ride Facility as part of the Napa Valley Wine Train's Union Station project.

- 8.14 SR29 Gateway Corridor Improvement Plan Study Steering Committee (Eliot Hurwitz) *(Pages 170-183)* APPROVE

Board action will establish a Project Steering Committee for the SR29 Gateway Corridor Improvement Plan Study, to be made up of the Mayors of the City of Napa, the City of American Canyon, and the City of Vallejo, a staff person from Caltrans, and the Chairperson of NCTPA.

- 8.15 VINE/VINE Go Service Report: Performance Dashboard (Tom Roberts) *(Pages 184-186)* INFORMATION

Provided for Board review is the monthly transit services ridership data.

9. **PUBLIC HEARING**

**RECOMMENDATION**

- 9.1 Public Hearing on Proposed Fare Changes for VINE Regional Routes 10, 11, 29 and VINE Go (Tom Roberts) *(Pages 187-198)* APPROVE

Board action will hold a Public Hearing and approve the new fare structure for the VINE Transit service.

- |     |   |  |
|-----|---|--|
| 10. | <p><b><u>REGULAR AGENDA ITEMS</u></b></p> <p>10.1 Unaudited FY 11/12 Financial Reports for NCTPA (Antonio Onorato) (<i>Pages 199-217</i>)</p> <p>The Board will review the unaudited financial statements of NCTPA and receive a budget update.</p>   | <p><b><u>RECOMMENDATION</u></b></p> <p>INFORMATION/<br/>ACTION</p> |
| 11. | <p><b><u>INTERJURISDICTIONAL ISSUES FORUM</u></b></p> <p>11.1 Interjurisdictional Issues Discussion Forum and Information Exchange</p> <p>Board Members are encouraged to share specific new projects with interjurisdictional impacts.</p>   | <p><b><u>RECOMMENDATION</u></b></p> <p>INFORMATION/<br/>ACTION</p> |
| 12. | <p><b><u>CLOSED SESSION</u></b></p> <p>12.1 <b>CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)</b></p> <p><u>Property</u>: 501 Silverado Trail, Napa, California; 511 Silverado Trail, Napa, California; and 515 Silverado Trail, Napa, California</p> <p><u>Agency Negotiator</u>: Kate Miller, Executive Director</p> <p><u>Negotiating Parties</u>: Al Lyon Trust; J N Jr &amp; V I Rawlins Trust; and Carl A &amp; Linda S Hammond</p> <p><u>Under Negotiation</u>: Price and terms of payment</p> <p>12.2 <b>PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)</b></p> <p><u>Title</u>: Executive Director</p> |  |

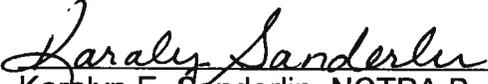
13. **ADJOURNMENT**

**RECOMMENDATION**

13.1 Approval of Meeting Date of October 17, 2012 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, 707 Randolph Street Suite 100 Napa CA, by 5:00 p.m., Friday September 14, 2012.

  
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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>TMC</b>	Transportation Control measure
<b>LOS</b>	Level of Service		
<b>MPO</b>	Metropolitan Planning Organization		
<b>MTC</b>	Metropolitan Transportation Commission		

## Glossary of Acronyms

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

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

**Board of Directors**

**MINUTES**

**Wednesday, July 18, 2012**

**ITEMS**

**1. Call to Order**

Vice Chair Jack Gingles called the meeting to order at 4:35 p.m.

**2. Pledge of Allegiance**

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

**3. Roll Call**

Members Present:

Leon Garcia	City of American Canyon
Joan Bennett	City of American Canyon
Michael Dunsford	City of Calistoga
Jack Gingles	City of Calistoga
Jill Teche	City of Napa
Bill Dodd	County of Napa
Mark Luce	County of Napa
Del Brito	City of St. Helena
John Dunbar	Town of Yountville
Margie Mohler	Town of Yountville

Members Absent:

Jim Krider	City of Napa
Peter White	City of St. Helena

Non-Voting Member Present:

JoAnn Busenbark      Paratransit Coordinating Council

**4. Public Comment**

Synthia Smith, Napa resident, shared her concerns with how passengers will be notified on the VINE route restructure once the new transit center built.

**MSC - Motioned, Seconded, and Unanimously Carried**

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

*MTC Commission Update*

*Board Member Bill Dodd*

Reported on MTC activities to date.

**6. Directors Update**

*Kate Miller, Executive Director*

Provided an update on the progress of the Soscol Gateway Transit Center project.

Provided a legislative update.

**7. Caltrans Update**

Ahmad Rahimi, Caltrans, provided an update on the status of various projects located throughout the county.

**8. PRESENTATION**

**8.1 Presentation by Solano-Napa Commuter Information (SNCI) on Napa's Green Commute Challenges**

Staff from Solano-Napa Commuter Information gave a presentation on the Napa Green Commute Challenge. By participating in the commute challenge, employers and employees within the county of Napa can earn rewards by commuting on at least 30 workdays between September 1 and November 30, 2012.

**9. CONSENT ITEMS (9.1 – 9.8)**

**MSC\* TEHEL / GARCIA to APPROVE** Consent Items 9.1-9.8.

**9.1 Approval of Meeting Minutes of June 20, 2012**

Board action approved the meeting minutes of June 20, 2012.

**9.2 Notice of Completion for the Transit Bus Yard Asphalt Repair NCTPA No. 11-25**

Board action authorized the Chair sign the Notice of Completion for the repaving of the VINE Transit Yard.

**9.3 Clarification of Award of Contract for Website Redesign and Maintenance Services**

Board action approved the corrected contract with Fluid NRG, Inc. for website redesign, development, implementation, and maintenance services in an amount not to exceed \$83,318, which previously omitted the winning proposal from the original board report and attachment.

**9.4 Grant of Easement for Bus Stop and Shelter on Gasser Drive**

Board action approved the grant of easement for the purpose of bus shelter placement.

**9.5 Request for Qualification for On-Call Planning**

Board action approved the release of a RFQ for On-Call Planning consultant services.

**9.6 Approval of Agreement with Dyett and Bhatia, Urban and Regional Planners**

Board action approved a contract agreement with Dyett and Bhatia, Urban and Regional Planners, for the Community-Based SR29 Gateway Corridor Improvement Plan Study in an amount not to exceed \$ 297,544.

**9.7 Approval of Work Authorization No. 4 of the Professional Services Agreement No. 10-23P001 with Mark Thomas & Company for Engineering and Design Support Work on the Hub Signage Project**

Board action approved a Work Authorization with Mark Thomas & Company in the amount not to exceed \$69,225 for engineering and design support work to be performed for the Hub Signage Project.

**9.8 VINE/VINE Go Transit Services Ridership Report**

*Information Only / No Action Taken*

The monthly transit services ridership data was provided for Board review.

**10. PUBLIC HEARING**

**10.1 Public Hearing and Approval of Resolution No. 12-23 Adopting the Final Methodology for the Regional Housing Needs Allocation (RHNA) for the Napa Subregion**

Staff provided an update on the RHNA process to date. Recommendation from staff was that the Board adopt the final methodology and authorize NCTPA to formally release the draft allocations after the Association of Bay Area Governments (ABAG) Executive Board takes action on Thursday July 19, 2012.

Vice Chair Gingles opened the Public Hearing at 2:28 p.m.

Being no Public Comment, Vice Chair closed the Public Hearing at 2:28 p.m.

**MSC\* GARCIA / BRITTON to APPROVE** Resolution No. 12-23 adopting the Final Methodology for the Regional Housing Needs Allocation (RHNA) for Napa Subregion cycle 2014-2022 and authorizing NCTPA to formally release the draft allocations to the member jurisdictions after the Association of Bay Area Governments (ABAG) Executive Board takes action on Thursday July 19, 2012.

**11. REGULAR AGENDA ITEMS**

**11.1 Report on the Napa County Transportation and Planning Agency 2012 Follow Up Accountant's Report on Applying Agreed-Upon Procedures for the Period of July 1, 2011 to March 13, 2012**

Bob Minahan, Napa County Assistant Auditor-Controller provided a review of the follow-up Audit report and findings prepared by the County of Napa Auditor Controllers office.

**MSC\* GARCIA / BENNETT to APPROVE** accepting and instructing the Secretary of the Board to file the 2012 Follow-Up Report for the Agency for the period of July 1, 2011 to March 13, 2012.

## **11.2 Approval to Purchase Six (6) Vehicles for the VINE Fleet**

**MSC\* BRITTON / BENNET** to (1) approve the purchase of six (6), 35' El Dorado Access buses from Creative Bus Sales, (2) authorize the Executive Director to purchase either Compressed Natural Gas (CNG) or clean diesel buses depending upon the outcome of an analysis of the overall costs and benefits to transit operations, and (3) authorize the Executive Director to issue a purchase agreement with Creative Bus Sales under NCTPA's membership with CalACT (California Association for Coordinated Transportation) MBTA/CalACT vehicle purchasing cooperative not to exceed \$2,759,000.

## **12. INTERJURISDICTIONAL ISSUES FORUM**

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

Board Members shared specific new projects with interjurisdictional impacts.

## **13. CLOSED SESSION**

Janice Killion, NCTPA Legal Counsel, announced that the Board would be adjourning to closed session for one item as noted in the agenda (Conference with Real Property Negotiator (Government Code Section 54956.8))

Adjourned to Closed Session at 2:45 p.m.

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

Property: Trancas Park and Ride 04278-120612

Agency Negotiator: Kate Miller, Executive Director

Negotiating Parties: Anthony J. Giaccio, Napa Valley Wine Train Inc., a California Corporation

Under Negotiations: Price and terms of payment.

Adjourned to Open Session at 3:04 p.m.

Janice Killion, NCTPA Legal reported that there was no reportable action taken during closed session.

**14. ADJOURNMENT**

**14.1 Approval of Meeting Date of September 19, 2012 and Adjournment**

The next regular meeting will be held Wednesday September 19, 2012 at 3:04 p.m.

The meeting was adjourned by Vice Chair Gingles at 3:04 p.m.

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Karalyn E. Sanderlin, NCTPA Board Secretary

DRAFT



September 19, 2012  
NCTPA Agenda Item 8.2  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Karrie Sanderlin, Program Manager-Human Resources, Civil Rights and Board Secretary  
(707) 259-8633 / Email: [ksanderlin@nctpa.net](mailto:ksanderlin@nctpa.net)  
**SUBJECT:** Resolution No. 12-24 Approving FY 12/13 Salary Ranges for Napa County Transportation and Planning Agency (NCTPA) Job Classifications

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 12-24 (Attachment 1) approving the FY 12/13 Salary Ranges for NCTPA Job Classifications based upon the Bay Area Consumer Price Index (CPI) ending December 2011 of 2.6% (Attachment 2).

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

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

### **FISCAL IMPACT**

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

## **CEQA REQUIREMENTS**

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

## **BACKGROUND AND DISCUSSION**

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

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

## **SUPPORTING DOCUMENTS**

Attachments: (1) Resolution No. 12-24  
(2) Bay Area Consumer Price Index

**RESOLUTION No 12-24**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
APPROVING FY 12/13 SALARY RANGES FOR NCTPA JOB CLASSIFICATIONS**

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

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

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

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

**WHEREAS**, the Bay Area CPI Index ending December 2011 is 2.6%;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Napa County Transportation and Planning Agency that the FY 12/13 Salary Ranges for NCTPA Job Classifications, which are based on the Bay Area CPI ending December 2011 of 2.6% ,are hereby adopted as set forth in Exhibit A.

Passed and adopted this 19<sup>th</sup> day of September, 2012

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

Ayes

Noes:

Absent:

ATTEST:

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

APPROVED:

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

**EXHIBIT A**

<b>Job Title</b>	<b>Monthly Salary Range</b>	
	<b>Minimum</b>	<b>Maximum</b>
Executive Director	Separate Contract	
Program Manager – Chief Procurement & Compliance Officer	\$7,852	\$9,438
Program Manager – Human Resources, Civil Rights Compliance Officer & Board Secretary	\$7,852	\$9,438
Program Manager – Finance (Administration & Grants)	\$7,852	\$9,438
Program Manager – Planning (Strategic)	\$7,852	\$9,438
Program Manager – Public Transit (Marketing)	\$7,852	\$9,438
Senior Program Planner/Administrator	\$6,516	\$7,834
Associate Program Planner/Administrator	\$5,696	\$6,832
Assistant Program Planner/Administrator	\$4,926	\$5,906
Accounting Technician	\$4,089	\$5,063
Administrative Technician (Office Coordinator/PIO)	\$4,089	\$5,063
Administrative Technician (Procurement & Contract Compliance)	\$4,089	\$5,063

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg
			37.2			37.6			38.0			38.5	37.7

YEAR	RAW BLS INDEX 1982-84=100.0		Dec - Dec Percentage Change	Annual Avg Percentage Change
	December	Annual Avg		
2011	234.3	233.4	2.9%	2.6%
2010	227.7	227.5	1.6%	1.4%
2009	224.2	224.4	2.6%	0.7%
2008	218.5	222.8	0.0%	3.1%
2007	218.5	216.0	3.8%	3.3%
2006	210.4	209.2	3.4%	3.2%
2005	203.4	202.7	2.0%	2.0%
2004	199.5	198.8	2.2%	1.2%
2003	195.3	196.4	1.1%	1.8%
2002	193.2	193.0	1.4%	1.6%
2001	190.6	189.9	3.5%	5.4%
2000	184.1	180.2	5.5%	4.5%
1999	174.5	172.5	4.2%	4.2%
1998	167.4	165.5	3.0%	3.2%
1997	162.6	160.4	4.2%	3.4%
1996	156.0	155.1	2.6%	2.3%
1995	152.1	151.6	1.8%	2.0%
1994	149.4	148.7	1.6%	1.6%
1993	147.0	146.3	1.9%	2.7%
1992	144.3	142.5	3.2%	3.3%
1991	139.8	137.9	3.5%	4.4%
1990	135.1	132.1	6.0%	4.5%
1989	127.4	126.4	3.9%	4.9%



September 19, 2012  
NCTPA Agenda Item 8.3  
Continued From: June 2012  
**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:** Danielle Schmitz, Associate Program Planner/Administration  
(707) 259-5968 / Email: [dschmitz@nctpa.net](mailto:dschmitz@nctpa.net)  
**SUBJECT:** Approval of Resolution No. 12-25 Adopting the Transportation for Clean Air (TFCA) Program Manager Projects List for FY 12/13

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 12-25 (Attachment 1) adopting the list of projects for the TFCA FY 12/13 Program Manager Funds allocating \$192,532 dollars.

### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee (TAC) reviewed the projects at their August 6<sup>th</sup> and September 13<sup>th</sup> meetings.

### **EXECUTIVE SUMMARY**

Annually the NCTPA adopts a list of projects for the TFCA Program Manager funds generated under AB 434. The monies come from a four-dollar vehicle license fee imposed by the Bay Area Air Quality Management District (BAAQMD) and are known as Transportation Fund for Clean Air (TFCA). Forty percent of these funds are returned to the NCTPA for distribution to local projects. Projects must have an air quality benefit and be cost effective. The remaining sixty percent is allocated by the BAAQMD on an area-wide competitive basis. Generally, the BAAQMD rules and statutes only allow funds to be retained for two years unless an extension is requested.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a fiscal impact? Yes, \$192,532 of TFCA Program Manager funds for FY 12/13

Is it currently budgeted? Yes

Where is it budgeted? The Board approved the TFCA Expenditure Plan for FY 12/13 on March 21<sup>st</sup>

Is it Mandatory or Discretionary? Discretionary

Future Fiscal impact: None

Consequences if not approved: If not allocated, NCTPA is at risk of losing the FY 12/13 Program Manager Funds. The funds would then be programmed by the BAAQMD on a competitive basis under the Regional TFCA Program.

### **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**

Annually the NCTPA adopts a list of projects for the TFCA Program Manager funds. Napa County has approximately \$192,532 in Program Manager Funds for FY 12/13. This amount includes \$9,301 set aside for Administration costs for NCTPA in the FY 12/13 Expenditure Plan, leaving \$183,231 for eligible projects.

On March 21<sup>st</sup> the NCTPA Board adopted the TFCA Expenditure Plan for FY 12/13 and released a call for projects. On March 23<sup>rd</sup> NCTPA held a TFCA workshop to review the project guidelines and process. The call for projects was closed on April 27, 2012. Due to the lack of eligible projects, the NCTPA Board extended the call for projects at their June 20<sup>th</sup> meeting until an eligible project was received.

The result of the 2012-2013 call for projects is the final list of projects for FY 12/13 shown in Attachment 1. All projects have undergone a cost effective analysis and are eligible to receive funds. Approved projects will be submitted to the BAAQMD.

<b>FY 12/13 Expenditures</b>	<b>Amount</b>
Administration Costs for FY 12/13	\$9,301
California Boulevard Class II Bike Lane Gap Closure (City of Napa)	\$112,600
American Canyon Signal Interconnect (City of American Canyon)	\$25,987
Light Duty Hybrid Vehicles Purchase (County of Napa)	\$11,990
Bicycle Rack Purchase (City of St. Helena)	\$1,500
Saratoga Drive Class II Bike Lane (City of Napa)	\$31,154
<b>TOTAL</b>	<b>\$192,532</b>

**SUPPORTING DOCUMENTS**

Attachments: (1) Resolution No. 12-25  
(2) TFCA Expenditure Plan Application for FYE 2013

**RESOLUTION No. 12-25**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
ADOPTING THE TRANSPORTATION FUND FOR CLEAN AIR (TFCA)  
PROGRAM MANAGER FINAL LIST OF PROJECTS FOR FY 12/13**

**WHEREAS**, the Bay Area Air Quality Management District (BAAQMD) has imposed a vehicle license fee as authorized under Assembly Bill 434 to implement actions that will help clean the air; and

**WHEREAS**, that program is known as the Transportation Fund for Clean Air Program Manager funds; and

**WHEREAS**, Assembly Bill 434 requires the designation of an overall program manager to receive forty percent of the fees generated in the county to be expended for the improvement of air quality; and

**WHEREAS**, the Napa County Transportation and Planning Agency (NCTPA) has been designated the overall program manager for the County of Napa; and

**WHEREAS**, the NCTPA has carefully considered the requests it has received for AB 434 funds following the standards for weighing such requests as adopted by the Board.

**NOW THEREFORE BE IT RESOLVED** that the Napa County Transportation and Planning Agency adopts the following expenditures for FY 12/13 overall program manager funds:

Project Descriptions

- NCTPA Administration Costs (12NAP00)
- California Class II Bike Lane Gap Closure (12NAP01) – the City of Napa will construct class II bike lanes on California between Pueblo and Permanente Way.
- American Canyon Signal Interconnect (12NAP02) – the City of American Canyon will link traffic signals along Broadway (SR 29), American Canyon Road, and Flosden Road.

- Light Duty Hybrid Vehicle Purchase (12NAP03) – The County of Napa will purchase 11 light-duty hybrid vehicles for various county department fleets.
- Bicycle Rack Purchase (12NAP04) – The City of Calistoga will purchase four bicycle racks to be placed around the city.
- Saratoga Drive Class II Bike Lane (12NAP05) – City of Napa will construct class II bike lanes on the Saratoga Drive road extension.

**BE IT FURTHER RESOLVED** that the Napa County Transportation and Planning Agency had determined that these expenditures are the most cost-effective and appropriate uses of these funds to minimize harmful air pollutants.

**BE IT FURTHER RESOLVED** that the Executive Director or his/her designee is authorized to submit or request all necessary information to or from other agencies on behalf of the NCTPA, and to execute any other documents or certifications to gain and expend these funds as directed.

Passed and adopted this 19<sup>th</sup> day of September, 2012.

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

Ayes:

Noes:

Absent:

ATTEST:

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

APPROVED:

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

## SUMMARY INFORMATION

Program Manager Agency Name: Napa County Transportation and Planning Agency

Address: 707 Randolph Street, Ste 100, Napa, CA 94559

**PART A: NEW TFCA FUNDS**

- |   |         |                     |
|---|---------|---------------------|
| 1. Estimated FYE 2013 DMV revenues (based on projected CY2011 revenues):                  | Line 1: | <u>\$185,717.00</u> |
| 2. Difference between prior-year estimate and actual revenue:                             | Line 2: | <u>\$ 301.12</u>    |
| a. Actual FYE 2011 DMV revenues (based on CY2010):  |         | <u>\$187,531.12</u> |
| b. Estimated FYE 2011 DMV revenues (based on CY2010):                                     |         | <u>\$187,230.00</u> |
| <i>('a' minus 'b' equals Line 2.)</i>   |         |                     |
| 3. Estimated New Allocation (Sum of Lines 1 and 2):                                       | Line 3: | <u>\$186,018.12</u> |
| 4. Interest income. List interest earned on TFCA funds in calendar year 2011.             | Line 4: | <u>\$5,770.36</u>   |
| 5. Estimated TFCA funds budgeted for administration: <sup>1</sup>                         | Line 5: | <u>\$9,300.90</u>   |
| <i>(Note: This amount may not exceed 5% of Line 3.)</i>                                   |         |                     |
| 6. Total new TFCA funds available in FYE 2013 for projects and administration             | Line 6: | <u>\$191,788.48</u> |
| <i>(Add Lines 3 and 4. These funds are subject to the six-month allocation deadline.)</i> |         |                     |

**PART B: TFCA FUNDS AVAILABLE FOR REPROGRAMMING**

- |  |         |                 |
|--|---------|-----------------|
| 7. Total amount from previously funded projects available for reprogramming to other projects. (Enter zero (0) if none.)   | Line 7: | <u>\$743.41</u> |
| <i>(Note: Reprogrammed funds originating from pre-2006 projects are not subject to the six-month allocation deadline.)</i> |         |                 |

**PART C: TOTAL AVAILABLE TFCA FUNDS**

- |  |         |                     |
|--|---------|---------------------|
| 8. Total Available TFCA Funds (Sum of Lines 6 and 7)                       | Line 8: | <u>\$192,531.89</u> |
| 9. Estimated Total TFCA funds available for projects (Line 8 minus Line 5) | Line 9: | <u>\$183,230.99</u> |

I certify that, to the best of my knowledge, the information contained in this application is complete and accurate.

Executive Director Signature: 

Date: 3/27/2012

<sup>1</sup> The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, Program Managers must limit their administrative costs to no more than 5% of the actual total revenue received from the Air District.





September 19, 2012  
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, Program Manager-Finance  
(707) 259-8779 / Email: [aonorato@nctpa.net](mailto:aonorato@nctpa.net)  
**SUBJECT:** Settlement Agreement between the Napa County Transportation and Planning Agency (NCTPA) and the City of Napa

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to execute a Settlement Agreement and General Release of All Claims between the City of Napa and the Napa County Transportation and Planning Agency (Attachment 1) which establishes an obligation from NCTPA to the City of Napa for \$236,731.70 for costs incurred during the construction of the VINE Bus Yard Expansion project.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

Over the past five years, the City of Napa and NCTPA have been negotiating a dispute resolution as to the amount of money owed by NCTPA to the City of Napa for work done by the City of Napa for the VINE Bus Yard Expansion Project. After considerable investigation it was the respective staffs' conclusion that the City of Napa undertook work on behalf of the NCTPA in an amount of \$236,731.70. The actual payment to the City of Napa will be \$171,814.70. The City of Napa has an unsettled balance of \$64,916 to NCTPA for work performed under the terms and conditions of the Joint Powers Agreement-\$20,000 for the City of Napa's portion of the Napa Valley Bike Path Feasibility Study completed in 2007, and \$44,916 for NCTPA local match to MTC funding for FY 07/08 and FY 08/09. These balances due to NCTPA will be deducted from the amount owed to City of Napa.

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**PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes. In FY 12/13 budget, NCTPA will pay \$171,814.70 in Transportation Development Act (TDA) capital funds.

Is it currently budgeted? Yes.

Where is it budgeted? Transit Capital

Is it Mandatory or Discretionary: Discretionary.

Is the TDA fund affected? Yes.

Future fiscal impact: None.

Consequences if not approved: Could potentially lead to additional action from the City of Napa to recover funds expended on the VINE Bus Yard expansion.

**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**

During the period of 2003 to 2007 the City of Napa undertook the responsibility for the design and construction of the VINE Bus Yard Expansion project on behalf of the NCTPA. During the project close-out, a dispute arose about the authorized funding levels of the project. Over the past year, staff members of the City of Napa and NCTPA have reviewed the project and expenditures undertaken on behalf of NCTPA. It was concluded that the City complete work to the benefit of NCTPA in the amount of \$171,814.70. This action would authorize the Executive Director to enter into the settlement agreement and pay to the City of Napa in the amount of \$171,814.70.

Upon release of check to City of Napa, NCTPA's Executive Director will send a transmittal letter to City releasing City from any further obligation of past claims to NCTPA.

**SUPPORTING DOCUMENTS**

Attachment: (1) Settlement Agreement between the NCTPA and the City of Napa

**SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS  
BETWEEN THE CITY OF NAPA AND THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY  
WITH RESPECT TO THE VINE BUS YARD EXPANSION PROJECT**

**NCPTA AGREEMENT NO. \_\_\_\_\_ CITY AGREEMENT NO. \_\_\_\_\_**

This "Settlement Agreement and General Release of All Claims between the City of Napa and the Napa County Transportation and Planning Agency with Respect to the VINE Bus Yard Expansion Project" ("Agreement") is made and entered into by and between the Napa County Transportation and Planning Agency, a California Joint Powers Agency acting under the authority of California Government Code 6500 *et seq.*, ("NCTPA") and the City of Napa, a municipal corporation ("City")(collectively, NCTPA and City may be referred to as "the Parties").

**RECITALS**

- A. Under the terms of that certain "Agreement between the City of Napa and the Napa County Transportation Planning Agency (NCTPA) for the Operation and Administration of the VINE and Taxi Scrip Program," City of Napa Agreement number 7934 ("the VINE Agreement"), City and NCTPA have generally provided for NCTPA's operation, management, funding and administration of the VINE public transit system within City limits.
- B. Section 16(a) of Exhibit "A" to the Vine Agreement, "Scope of Work," provides that City would be responsible for project management of certain capital projects on NCTPA's behalf, including demolition of several existing structures and the expansion of the transit maintenance yard located at 720 Jackson Street in Napa, CA ("the Transit Yard Expansion").
- C. Section 17 of Exhibit "A" to the VINE Agreement further provides that NCTPA would provide all funding for capital expenditures to the VINE system, including the Transit Yard Expansion as managed by City, and Section 16 further provides that NCTPA would pass through any of Federal Transit Administration and Transportation Development Act funds previously claimed or approved for the Transit Yard Expansion.
- D. In fulfillment of its commitment to manage the Transit Yard Expansion, City appropriated total funding in the amount of \$1,455,809, reflecting a number of adjustments of the original City project appropriation to cover the cost of a modified metal storage building, revisions to account for expenditures from Fiscal Years 2001/02 through 2005/06, and credits resulting from the dissolution of the Transit Fund, and competitively bid and then managed the construction of the Transit Yard Expansion.
- E. In August of 2010, City presented NCTPA with invoices totaling \$236,730.70, reflecting the outstanding amount owed to City for reimbursement of the Transit Yard Expansion project appropriation of \$1,455,809 as adjusted by City Resolution number R2006 8.

- F. Following initial disagreement regarding NCTPA's authorization for and concurrence with the 2006 adjustment to City's appropriations for the Transit Yard Project, City and NCTPA staff have met and agreed that the remaining balance of \$236,730.70 reflects the remainder of City's advance of General Fund monies to complete construction of the Transit Yard Expansion and that this money should properly be reimbursed to City by NCTPA.
- G. The intent of this Agreement is to mutually, amicably, and finally resolve and compromise all potential issues and claims concerning City's management of the Transit Yard Expansion and NCTPA's funding obligations with respect to the Transit Yard Expansion, including any actual, alleged, or potential actions and conduct occurring during and/or in connection with City's management of the Transit Yard Expansion and NCTPA's funding obligations under the VINE Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

- 1) **Consideration to City.** Within thirty (30) days after the execution of this Agreement, NCTPA shall pay City \$236,730.70, representing the outstanding balance owed to City for City appropriations and monies advanced to fund the management and construction of the Transit Yard Expansion..
- 2) **General Release- City.** In consideration of NCTPA's agreements and obligations as set forth in this Agreement, City releases and waives any and all claims that it might possibly have against NCTPA, including but not limited to those listed below, whether it is aware of them or not. City does hereby completely release and discharge NCTPA (including its employees, agents, officers and attorneys) from all claims (including any rights, demands, actions, obligations, liabilities, damages, and causes of action, whether statutory, common law, constitutional, or otherwise), whether known or unknown, which City may now have, or has ever had, against NCTPA arising from or in any way connected with City's management of the Transit Yard Expansion under the VINE Agreement and NCTPA's funding obligations thereunder. This release, waiver, and discharge covers all claims including but not limited to each of the following:
  - a) Any and all claims for additional payment or reimbursement from NCTPA for management of the Transit Yard Expansion beyond those provided in this Agreement.
  - b) Any and all claims relating to any breach of the covenant of good faith and fair dealing, express or implied.
  - c) Any and all tort claims of any nature, including but not limited to claims for negligence, defamation, invasion of privacy, misrepresentation, fraud or negligent or intentional infliction of emotional distress.
  - d) Any and all claims for attorneys' fees or costs.
- 3) **No Admission of Liability.** The execution of this Agreement is not, in any way, an admission by either NCTPA or the City of any liability.

4) **Waiver of Civil Code Section 1542.**

- a) As further consideration and inducement for this compromise Agreement, City expressly agrees that this Agreement extends to all claims, injuries and damages of any kind and nature as described in the preceding paragraphs, whether known or unknown, suspected or unsuspected, past or present, and all rights under § 1542 of the California Civil Code are hereby expressly waived by her. Such section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release, which if known to her must have materially affected her settlement with the debtor.

- b) City acknowledges that the significance and consequence of this waiver of § 1542 of the California Civil Code is that even if additional damages as described in the preceding paragraphs are discovered in the future, it will not be permitted to make any claim for those damages. Furthermore, City acknowledges that it intends these consequences even as to claims that may exist as of the date of this release, but which City does not know exist, and which, if known, would materially affect the decision to execute this Agreement, regardless of whether such lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause. City signifies that understanding and acknowledgment by the signature of its duly authorized signatory:

Mike Parness, City Manager: \_\_\_\_\_

- 5) **Notices.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the "Authorized Representative" of each respective party, as set forth in this paragraph. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**To: City**  
Attn: Jack LaRochelle,  
Public Works Director  
1600 First Street  
Napa, CA 94559

**To: NCTPA**  
Attn: Antonio Onorato,  
Program Manager-Finance  
707 Randolph Street, Suite 100  
Napa, CA 94559-2912

6) **General Provisions.**

- a) **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

- b) **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- c) **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- d) **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the matters described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- e) **Each Party's Role in Drafting the Agreement.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
- f) **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of NCTPA and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the City and NCTPA do hereby agree to the full performance of the terms set forth herein.

**CITY OF NAPA**

**NCTPA**

By: \_\_\_\_\_  
 Title: Mike Parness  
 Title: City Manager  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: Keith Caldwell  
 Title: Board Chair  
 Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
 Title: Michael Barrett  
 Title: City Attorney

By: \_\_\_\_\_  
 Title: Janice Killion  
 Title: Agency Counsel

COUNTERSIGNED:

By: \_\_\_\_\_  
 Title: Ann Mehta  
 Title: City Auditor



September 19, 2012  
NCTPA Agenda Item 8.5  
Continued From: New  
Action Requested: **APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: [anonorato@nctpa.net](mailto:anonorato@nctpa.net)  
**SUBJECT:** Disposal of Agency Surplus Property

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board (1) Declare certain items of personal property, which are fixed and non-fixed assets, as surplus and no longer required for public use, and (2) Authorize the disposal of fixed asset and non-fixed asset surplus property items according to NCTPA Financial Policies, Practices, and Procedures Section 2-Fixed Asset Management (Attachment 1).

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

NCTPA has accumulated a variety of office equipment which will not be moved to the new Soscol Gateway Transit Center and is recommending the disposition of these items either by auction, donation, or disposal. These items have outlived their useful life, will be removed from service, and are no longer required for public use.

### **PROCEDURAL REQUIREMENTS**

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

**FINANCIAL IMPACT**

Is there a fiscal impact? Yes. The original cost of the fixed asset for office equipment is \$9,697.50. The actual value is \$0 as the assets have been fully depreciated and outlived its useful life.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No.

Consequences if not approved: NCTPA will pay storage fees for surplus items until such time as a decision is made for the disposal of the surplus equipment.

**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 has accumulated a variety of surplus items and staff recommends disposal of these items according to NCTPA policy. The office equipment has outlived its useful life and removed from service when staff moves to the new Soscol Gateway Transit Center administrative offices.

The items identified in Attachment 1 have been determined to be of limited or no use because they are antiquated, damaged, fail to meet current ergonomic standards (for furniture), fail to meet current connectivity or performance standards (for computer equipment), and have been identified as nonfunctional. Surplus items will be screened to determine whether the items may be used by other public agencies in the County prior to being placed on the list for disposal.

Surplus equipment that no longer meets NCTPA's needs may be offered to eligible non-profit organizations prior to being placed on the list for auction or disposal.

In accordance with NCTPA Financial Policies, Practices, and Procedures Section 2-Fixed Asset Management Section, acceptable means of disposal are outlined below:

- a. Sell personal property that is no longer needed for Agency use for fair market value.
- b. Trade surplus personal property with another government or public agency if the property received in return is needed for Agency use.

c. Donate, sell at less than fair market value, or otherwise transfer personal property to another government or public agency if the Agency no longer needs the property for its own use.

d. Dispose of personal property that is no longer needed for Agency use and that has **negligible or no economic value** in a manner deemed appropriate by the Agency.

**SUPPORTING DOCUMENTS**

Attachment: (1) NCTPA Inventory and Non-fixed Asset Surplus Form – August 30, 2012

	Napa County Transportation & Planning Agency	<h1 style="margin: 0;">NCTPA</h1>	<h2 style="margin: 0;">INVENTORY AND NON-FIXED ASSET SURPLUS FORM</h2>
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Date: August 30, 2012

**Please fill out form completely and do not type in ALL CAPS. Thank you**

Qty	Property Description	Condition
1	table 6' x 3' gray workstation	fair
1	Table 6' x 2' gray workstation	fair
2	3 drawer file cabinets gray workstation 15"x26"	fair
1	desk chair maroon	fair
1	work table 6'x29.5 " gray	fair
2	book shelves laminate 5'10"x 3' 3 tier shelves w/2 under cabinets	fair
1	cork board 2'x18"	fair
1	2 drawer lateral 9"x 3'6"	fair
6	3 piece cubical units- table 5'x2' corner 2'x5'6" table 3'x2'	fair
1	3 drawer locking file cabinet 15"x2'2"	fair
1	3 drawer file 15"x 26 gray	fair
1	cork board 2' x 18"	fair
1	4 drawer lateral file 3'x 4'5"	fair
1	Standing work table 3'6"x3'7" green	fair
1	3 drawer file cabinet 1' 7.5"x2'3"	fair
1	gray plastic table 2'x3'6"	fair
1	2 drawer file cabinet 2'5"x15"	fair
7	guest chair gray	fair
1	3 tier book shelf 2'10"x3'5"	fair
1	table lamp	fair
1	2 door cabinet/credensa 4'x1'6" h 2'5"gray	fair
1	end table round 2'w 1'6" h	fair
1	cushioned lounge chair grey pattern fabric	fair
1	4 piece cubical unit 5'2" work station, 3'5"x3'5" work station, 3'x2' work station 4 drawers-1 lateral	fair
1	3 drawer file cabinet 15"x2'2.5"	fair
4	guest chair blk	fair
1	2 tier book shelf 1'x 2' 5"	fair
1	White refrigerator	fair
3	Metal cabinets 3' x 6' (2 cabinets with locking mechanism)	fair
2	2 tier book shelves 3' x 2' 5"	fair
1	table 2'	fair
1	copy cart 20"x2'4"	fair
3	storage cabinets 2 door 3'x6'	fair
1	book shelf 4 tier 2'10.5"x6'	fair

1	3 piece exec desk 2 drawers maple	fair
1	2 drawer file cabinet 1'6"x2'5"	fair
1	very large cork board 4'x6'	fair
1	2 tier book shelf 3'x4'	fair
1	2 tier book shelf 2'10"x3'11"	fair
1	computer work station 32"x 18" 29" tall	fair
1	blk desk 4 drawer 5'5"x2'	fair
1	storage cabinet 15"x16.5" wood cube	fair
1	tac board 4'x3'	fair
2	guest chairs black	fair
1	3 drawer locking file cabinet 2'4"x1'4" grey	fair
2	Wooden bar stools 2'6"	fair
1	green desk contemporary 5'4"x2'4"	fair
1	green credensa 2'2"x2'3"	fair
1	2 shelf book case 1'1"x 2'10" wood	fair
1	table woodgrain 4'x2'	fair
1	White printer stand 1'8"x2'1"	fair
1	book shelf small 3'x4' 3 shelves	fair
1	large credensa wood laminate 6'x1'9"	fair
32	conference room chairs-guest maroon patterned with white dots	fair
29	exec chairs black	fair
1	table laminant 6'x2'	fair
5	tables conf. room 8'x2'6"	fair
1	Printer stand 2 tier 1'3"x1'3"	fair
1	Table conference room 8'x2'6"	fair
4	guest chairs 2 pink 2 maroon	fair
3	book shelf 6'x2'11" 5 shelves	fair
1	book shelf 3'5"x2'10 3 shelves	fair
1	Round table 3' 2'5" tall coffee table	fair
1	3'x2'5" 2 drawer lateral file wood grain	fair
1	L shaped exec. Desk 4 drawer cherry	fair
1	Desk 6" 2 drawer with upper cabinets	fair
1	3 tier book shelf 2'11"x4'11"	fair
1	Desk cherry 6'x3' 2 drawer	fair
1	Small tan printer stand 1'10"x1'6"	fair
1	White board 4'x3'	fair
1	Large cork board 4'11"x3'1"	fair
1	Microwave oven 1'11" x 10.5"	fair



September 19, 2012  
NCTPA Agenda Item 8.6  
Continued From: New  
**Action Requested: APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: [anonorato@nctpa.net](mailto:anonorato@nctpa.net)  
**SUBJECT:** Request for Letter of No Prejudice (LONP) to Caltrans for the Farebox Modernization Project

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 12-26 (Attachment 1) authorizing the Executive Director to submit a request to Caltrans for the issuance of a Letter of No Prejudice (LONP) to proceed with the purchase of fareboxes through the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bond Program.

### **COMMITTEE RECOMMENDATION**

None.

### **PROCEDURAL REQUIREMENTS**

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

### **EXECUTIVE SUMMARY**

In 2010 after undertaking a competitive selection process, the agency was successful in securing \$750,425 in Proposition 1B bond funding to be used to purchase new fareboxes for all VINE Transit vehicles. Due to current economic factors, the volume of bond sales has fallen behind the state's original projections with some 2010 projects only recently being funded. As a consequence, Napa County Transportation and Planning Agency (NCTPA) Farebox modernization project is pending a future bond sale. At this time, staff is recommending a request for a LONP from the state to allow

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the Proposition 1B funded VINE Transit farebox modernization project. Being awarded a LONP would allow the agency to use local funds to undertake the project now and be reimbursed by Proposition 1B funds once the bonds are sold.

### **FINANCIAL IMPACT**

Is there a fiscal impact? Yes.

Is it Currently Budgeted? Yes.

Where is it budgeted? FY12/13 Capital Budget Program for Equipment.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: Yes. From a cash flow perspective, the agency would expend local funds (likely in this fiscal year) which would be reimbursed at a later date. The agency has sufficient TDA funds available to proceed with the project.

Consequences if not approved: VINE Transit would continue to use the obsolete fareboxes. The fareboxes provide unreliable data and reports, confusing information reported to funding agencies and used for planning purposes.

### **CEQA REQUIREMENTS**

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

### **BACKGROUND AND DISCUSSION**

The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 was approved by the voters of California in November 2006 as Proposition 1B. This ballot measure authorizes the state to issue \$19.925 billion in bonds for transportation projects over a 10-year period, subject to annual appropriations by the Legislature. The revenue generated from the sale of these bonds is intended to supplement existing state transportation programs, as well as, provide money for several new programs that were created to address some of California's emerging transportation infrastructure needs, such as goods movement, corridor mobility, and public transit security.

In 2009, AB 672 (Bass) was enacted into law. This legislation allows the lead agency for most Proposition 1B bond projects to apply to the applicable state administering entity for a Letter of No Prejudice (LONP). If granted, the LONP enables the local agency to proceed with its project, expending its own funds prior to an allocation of Proposition 1B bond money by the state administering entity. The local agency is then

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eligible to be reimbursed with Proposition 1B bond funding when it becomes available, if the following conditions are met:

1. The project component for which the LONP was granted has commenced, and local expenditures have been incurred.
2. The expenditures made by the local agency are eligible for reimbursement in accordance with federal and state laws and procedures.
3. The local agency has complied with the California Environmental Quality Act (CEQA) and all other legal requirements applicable to the project.
4. The expenditures were incurred after the project was programmed or otherwise approved for funding by the appropriate state administering entity.
5. There is an appropriate amount of funding available in the applicable Proposition 1B account to make the reimbursement payment.

### **RISK**

From a cash flow perspective, the agency would expend local funds (likely in this fiscal year) which would be reimbursed at a later date. NCTPA has sufficient Transportation Development Act (TDA) funds available to proceed with the project.

The state can continue to sell bonds up to the maximum voter approved funding threshold until fiscal year 16/17. Given that the farebox project is among the statewide projects next in line for funding, it is highly likely the funds will be available by fiscal 16/17 when the state's obligation authority expires. In the event future bond sales were insufficient to reimburse the agency for the project, the completed passenger amenities project would end up being funded by local TDA funds.

LONPs have proved to be valuable tools for expediting the delivery of Proposition 1B bond projects. Through LONPs, local agencies have been able to use their own funds to move work forward, rather than having to put their projects on hold while they wait for state dollars to flow. Proposition 1B project sponsors are already taking advantage of the LONP authority granted under AB 672 because the State's budget situation is preventing the timely issuance of bonds by the Treasurer's Office.

### **SUPPORTING DOCUMENTS**

Attachment: (1) Resolution No. 12-26

**RESOLUTION No. 12-26**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
AUTHORIZATING THE EXECUTIVE DIRECTOR TO REQUEST A  
LETTER OF NO PREJUDICE (LONP) FROM CALTRANS TO  
PROCEED WITH PURCHASE OF FAREBOX MODERNIZATION PROJECT  
THROUGH THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT,  
AND SERVICE ENHANCEMENT (PTMISE) ACCOUNT BOND PROGRAM**

**WHEREAS**, the Napa County Transportation and Planning Agency (NCTPA) is an eligible project sponsor and may receive state funding from the Public Transportation, Modernization, Improvement, and Service Enhancement Account (PTMISEA); and

**WHEREAS**, Senate Bill 88 (2007) named the California Department of Transportation (Caltrans) as the administrative agency for the PTMISEA; and

**WHEREAS**, NCTPA has submitted an allocation request for funding from the 2010/11 fiscal years; and

**WHEREAS**, NCTPA's VINE Transit desires to maintain an efficient transit system to accommodate future route revisions and increased ridership; and

**WHEREAS**, PTMISEA disbursements have been inconsistent and unpredictable due to a State delay in issuing bond debt; and

**WHEREAS** NCTPA anticipates receiving \$750,425 in PTMISEA funds at an unknown future date; and

**WHEREAS** a LONP from Caltrans will authorize NCTPA to incur contractual obligations against future years' PTMISEA appropriations by using its local capital reserves with anticipation of repayment of the local capital reserves from the future PTMISEA disbursements; and

**WHEREAS** NCTPA has adequate local funds/capital reserves to fully fund the purchase of fareboxes;

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**NOW THEREFORE BE IT RESOLVED** that the Executive Director or designee is authorized to request a LONP from Caltrans and to sign necessary agreements in order to proceed with the purchase of fareboxes prior to the future appropriation of PTMISEA funds to NCTPA.

Passed and Adopted the 19<sup>th</sup> day of September, 2012.

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

Ayes:

Nays:

Absent:

ATTEST:

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

APPROVED:

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



September 19, 2012  
NCTPA Agenda Item 8.7  
Continued From: New  
**Action Requested: APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Tom Roberts, Program Manage-Public Transit  
(707) 259-8635 / Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** Proposed Improvements to Transit Service in Yountville

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTP) Board (1) review and approve the proposed service modification to the "Yountville Trolley" to expand service days and hours throughout the week; and (2) authorize the Executive Director to enter into an Memorandum of Understanding (MOU) (Attachment 1) with the Town of Yountville for the service provision.

### **COMMITTEE RECOMMENDATION**

The VINE Consumer Advisory Committee recommends approval.

### **EXECUTIVE SUMMARY**

NCTPA operates the Yountville Trolley which provides door-to-door transportation during limited hours to all residents of Yountville. In accordance with the adopted FY 12/13 budget, staff proposes two additional days a week of service (Monday and Tuesday) and to fill in the present two hour down-time gap Wednesdays-Fridays from 2 to 4 PM.

### **PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes.

Is it currently budgeted? Funding was included in the adopted FY 12/13 budget. Sufficient funds exist to launch the service in November 2012.

Where is it budgeted? Public Transit: Yountville Trolley.

Is it Mandatory or Discretionary: Discretionary.

Is the general fund affected? Yes. This is an increase in allocation for transit services in Yountville of State Transit Assistance (STA) and Federal Transit Administration section 5311 non-urbanized area (FTA section 5311) funds.

Future fiscal impact: The annual operating costs will increase from approximately \$196,000 annually to \$279,850. The difference will be covered by new sources of funds (FTA section 5311), the Town of Yountville, and STA allocations.

Consequences if not approved: Service will not be expanded. Some federal funds will need to be used for services in other non-urbanized areas in the County

**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 operates the Yountville Trolley, which provides door-to-door transportation services during limited hours to all residents of Yountville. With the availability of new FTA section 5311 federal funds for operating assistance and increases in STA funding, the FY 2012/13 adopted budget set funds aside for service expansion in Yountville. Presently, the Yountville Trolley does not operate on Monday's and Tuesdays and shuts down Wednesdays – Fridays between 2 PM and 4 PM.

After consultation with Yountville staff, elected officials and with feedback from local residents, staff proposes closing the service gaps noted above. The proposed changes would result in the Trolley operating 10 AM to 11 PM, Monday – Sunday.

## FUNDING

Of the \$83,816 operating cost increase to expand the service, \$50,097 is covered by a new source of funds with the balance coming from the Town of Yountville and an increase in our annual appropriation of STA funds. Table 1 below summarizes the amounts by fund source.

**Table 1:**

	<b>Current</b>	<b>Proposed</b>
<b>Annual Operating Cost</b>	\$196,034	\$279,850
<b>Revenue Sources</b>		
TDA	\$176,431	\$125,000
STA		\$76,768
5311		\$50,097
Town of Yountville	\$19,603	\$27,985
<b>TOTAL</b>	<b>\$196,034</b>	<b>\$279,850</b>

Staff recommends that the NCTPA Board approve the proposed service expansion of the "Yountville Shuttle" and authorize the Executive Director to enter into a Memorandum of Understanding with the Town of Yountville for the service provision. If approved, new service would begin in November 2012.

## SUPPORTING DOCUMENTS

Attachment: (1) MOU between the NCTPA and the Town of Yountville

# **MEMORANDUM OF UNDERSTANDING**

between



and

**Town of Yountville**

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
Town of Yountville  
Page 2

**I. Preamble**

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is made and entered into this 19<sup>th</sup> day of September, 2012, by and between the Napa County Transportation and Planning Agency a (hereinafter referred to as "NCTPA") and the Town of Yountville (hereinafter referred to as "Town") and collectively referred to as the "Parties."

**II. Recitals**

**WHEREAS**, NCTPA through a prior agreement 02-3 with the Town has been providing transportation services formerly known as the Yountville Trolley for residents of the TOWN of Yountville, California:

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

**III. Responsibilities' of the Parties**

A. NCTPA shall provide a draft fiscal year budget to the Town by the end April of each year. For purposes of this agreement, a fiscal year is July 1 to June 30. From the commencement of expanded service hours in fiscal year 2012/13, the Town shall pay \$6,996.25 quarterly toward the operation of the Yountville Trolley. In subsequent fiscal years the Town shall pay \$6,996.25 quarterly, or 10% of the annual fully allocated operating expenses, whichever is greater.

B. Town shall invoice NCTPA monthly, at Town's discounted gasoline fuel cost from Town's vendor, for fuel used solely for the operation of the Yountville Trolley vehicles. Town shall provide NCTPA access and use of fuel card(s) at Town's designated fuel sites. Town shall notify NCTPA of changes of fueling venue, change of business hours at fueling venue, changes in procedures or any other change or modification, which will affect the operation of the Yountville Trolley.

C. Town agrees to provide parking and fuel facility access for Trolley vehicles at the Corporate Yard in the Town of Yountville. Fuel facility access is limited to fuel which the Town uses for its fleet (regular gasoline and diesel fuel). NCTPA agrees to conduct its operations at the Town Corporation Yard in a manner which does not negatively impact the operations at the Corporation Yard.

D. NCTPA shall manage and operate the Yountville Trolley to serve the general public of the TOWN of Yountville by providing no less than 4,380 in-service annual service

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
Town of Yountville  
Page 3

hours on days and hours most responsive to public benefit and demand. There will be no service on New Year's Day, Labor Day, and Christmas Day unless by special arrangement at least 30 days in advance charged to the Town separately at NCTPA's usual and customary rates for such service.

E. NCTPA will provide the operation, management, marketing activities and materials, bus stop maintenance, funding, administration, and monthly reporting of rides provided for the Yountville Trolley deviated fixed route service. Monthly ridership reports shall be sent to the Town Manager and Public Works Director. NCTPA will assign the operation of the Yountville Trolley service to a third party. NCTPA will, at NCTPA's expense, furnish facilities, vehicles, equipment (including a two-way radio or cell phones per vehicle), maintenance, materials and supplies necessary to accomplish obligations under this Agreement, except as may otherwise be expressly provided for herein after.

F. NCTPA shall operate service along a fixed route including time points. The Trolley will not depart a time point early. NCTPA shall respond to call in trip requests for pick-ups off route, or when on-board passengers are requesting an off route destination. The Trolley will make the off route pickup or delivery while in service, leaving the route between time points nearest the destination, then resume service from the point of deviation. If demand for off route service is high and/or is causing service to fall behind schedule, the schedule will be reviewed and revised as needed. NCTPA and Town will coordinate changes prior to NCTPA Board approval.

#### **IV. Term of MOU**

This MOU will become effective upon signatures of both parties and will terminate on June 30, 2015, unless amended, extended, or terminated pursuant to the terms of this MOU.

#### **V. Indemnity**

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

#### **VI. Termination**

This MOU may be terminated as follows:

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
Town of Yountville  
Page 4

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

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

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

## **VII. Entire MOU**

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

## **VIII. Applicable Law**

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

## **IX. Modifications**

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

## **X. Insurance**

NCTPA shall require its contractor to maintain, throughout the term of this Agreement, a policy or policies of insurance, with a solvent and responsible company authorized to do business in the State of California, insuring NCTPA and Town against loss by reason of injury or damage that may result to persons or property from operations or construction of such transportation service or any other cause connected with the service provided under the term of this Agreement. Said policy shall be a minimum of one million dollars (\$1,000,000) aggregate, including appropriate general liability and auto liability. Said policy shall name NCTPA and Town as additional insured and shall provide 30 days

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
Town of Yountville  
Page 5

prior notice to Town of the cancellation of any policy during the effective period of this agreement.

**XI. Notices.**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in U.S. Mail, by certified mail, postage prepaid or return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the dated noted on the return receipt or five days following date of deposit, whichever is earlier. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this Paragraph.

To NCTPA: Executive Director  
Napa County Transportation Planning Agency  
707 Randolph Street, Suite 100  
Napa CA 94559  
To TOWN: Town Manager  
Town of Yountville  
6550 Yount Street  
Yountville CA 94599

**XII. Access to Records / Retention**

NCTPA and Town shall have access to any books, documents, papers and records of each other, which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, NCTPA and Town shall maintain all required records for at least five (5) years after all pending matters are closed.

**XIII. Severability**

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

**XIV. Adjustments to Service**

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
Town of Yountville  
Page 6

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

**XV. License and Permits**

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

**IN WITNESS WHEREOF**, NCTPA and TOWN have executed this MOU on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

Keith Caldwell, Board Chair  
Napa County Transportation and Planning Agency

Approved as to Form

By: \_\_\_\_\_  
Janice D. Killion, Agency Counsel

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

John F. Dunbar, Mayor  
Town of Yountville

Approved as to form

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
Town of Yountville  
Page 7

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman, Town Attorney



September 19, 2012  
NCTPA Agenda Item 8.8  
Continued From: New  
**Action Requested: APPROVE**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Tom Roberts, Program Manager-Public Transit  
(707) 259-8635 / Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** Approval of the Amendment #6 of the Transit Services Agreement No. 10-01 between the Napa County Transportation and Planning Agency (NCTPA) and Veolia Transportation Inc.

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Amendment # 6 of NCTPA's Transit Service Agreement No. 10-01 (Attachment 1) and authorize the Executive Director or designee to execute an amendment establishing a vehicle maintenance of \$80/hr (plus parts), and a cleaning rate of \$30.27/hr for the Shared Vehicle Program fleet vehicles and agency staff cars.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

In March 2012, the agency established a Shared Vehicle Program to allow social service agencies serving seniors and disabled persons to use designated NCTPA vehicles to provide transportation to their community programs. The proposed amendment provides for Veolia to perform the on-going cleaning and maintenance of Shared Vehicle Program vehicles and agency staff cars and establishes a labor rate and associated fees for services.

### **PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes. \$15,000 - \$20,000 annually

Is it currently budgeted? Yes

Where is it budgeted? 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**

Veolia Transportation performs the maintenance and cleaning of the agency's fleet vehicles using NCTPA's equipment and facilities and is reimbursed as part of billed revenue service hours.

In March 2012, the agency established a Shared Vehicle Program to allow social service agencies serving seniors and disabled persons to use designated vehicles from the NCTPA fleet to provide transportation to their community programs. It is both practical and cost effective to have the on-going cleaning and maintenance of these vehicles performed by Veolia staff using existing NCTPA equipment and facilities. However, as the shared vehicles are no longer in revenue service, the cleaning and maintenance activities fall outside the assigned responsibilities of the current Veolia contract. This is also true for agency staff cars.

The current agreement does provide for extra work to be performed within the scope of Veolia's qualifications if it is materially consistent with the type of work contained in the contract. Vehicle cleaning and maintenance meets this threshold. Board action would amend the NCTPA Agreement No. 10-01, establishing a labor and related fee schedule for vehicle cleaning/maintenance of fleet vehicles in the Shared Vehicle Program and agency staff cars.

**SUPPORTING DOCUMENTS**

Attachment: (1) Amendment #6 of the Transit Services Agreement No. 10-01 Between the Napa County Transportation and Planning Agency (NCTPA) and Veolia Transportation Inc.

**Amendment #6  
Of the Transit Services Agreement No. 10-01  
Between  
Napa County Transportation and Planning Agency (NCTPA)  
And  
Veolia Transportation, Inc.**

This Amendment #6 to that NCTPA agreement No. 10-01 (the Agreement) is entered into as of September 19, 2012, by and 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**, In March 2012, the agency established a Shared Vehicle Program to allow social service agencies serving seniors and the disabled to utilize designated vehicles from the NCTPA fleet to provide transportation to their community programs; and

**WHEREAS**, given NCTPA's investment in its maintenance facility, it is both practical and cost effective to have the on-going cleaning and maintenance of these vehicles performed by Veolia staff using NCTPA's equipment and facilities; and

**WHEREAS**, NCTPA owned staff vehicles also require periodic cleaning and maintenance; and

**WHEREAS**, Contractor has the corporate knowledge, skills and capabilities to provide vehicle cleaning and maintenance for these vehicles consistent with Agreement No. 10-01; and

**WHEREAS**, Contractor has agreed to undertake these responsibilities under the direction of the NCTPA in accordance with the proposed rate schedule indicated in attachment "A6":

**Terms**

**NOW THEREFORE,**

1. Agreement No. 10-01 is amended to include the maintenance, repair and cleaning of agency staff cars and vehicles in the Shared Vehicle Program in accordance with the rate schedule indicated in Exhibit "A", which is incorporated herein..
2. All other contract provisions not affected by this amendment remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment # 6 to Agreement No. 10-01 was executed through their duly authorized representatives as noted below:

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

Veolia Transportations Services, Inc  
By \_\_\_\_\_

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

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

Attest:

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

Approved As to Form:

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

**EXHIBIT "A"**

Fee schedule for repair, maintenance and cleaning of agency staff cars and vehicles in the Shared Vehicle Program.

Maintenance rate: \$80 per hour plus parts

Cleaning rate: \$30.27 per hour

Vehicles to be cleaned and serviced\*

1999	Ford Aerotech 24'	1FDXE40S0XHB13821	14/2W/C
1999	Ford Aerotech 24'	1FDXE40SOXHB13818	14/2W/C
1999	Ford Aerotech 26'	1FDWE30S3WHC12461	7/1W/C
1999	Ford/Motor	1FDWE30FSXHA71638	10/3W/C
1997	Dodge Intrepid	2B3HD46F7VH751630	
2010	Chrysler Sebring	1C3CC4FB1AN100721	

\*Agency may add or substitute similar vehicles with no material change in this agreement.



September 19, 2012  
NCTPA Agenda Item 8.9  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Tom Roberts, Program Manager-Public Transit  
(707) 259-8635 / Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** Proposed Improvements to the VINE Route 29 Service to BART

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board review and approve the submission to the Metropolitan Transportation Commission (MTC) of a proposed service modification to the VINE Route 29 to include mid-day service to the Vallejo Ferry Terminal and the El Cerrito Del Norte BART station.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

NCTPA operates the VINE Route 29 commuter express service to the Vallejo Ferry Terminal and El Cerrito Del Norte BART station during weekday morning and evening commute hours. Funds for operating the route come from Regional Measure 2 (RM2) expressly to reduce commute traffic on Bay Area bridges. The Metropolitan Transportation Commission (MTC) RM2 performance measures require a 30% fare recovery ratio for routes that operate only during AM and PM commute hours. The farebox recovery ratio requirement drops to 20% for routes that run at least every two hours on weekdays. NCTPA proposes to make three additional round trip runs on the VINE Route 29 on weekdays to meet commuter needs, while reducing the fare box recovery requirement to a more attainable level. The service adjustments will change the MTC performance measure requirement from a 30% farebox recovery to a more attainable 20% farebox recovery.

## **PROCEDURAL REQUIREMENTS**

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

## **FISCAL IMPACT**

Is there a Fiscal Impact? Yes.

Is it currently budgeted? Yes.

Where is it budgeted? Public Transit: VINE 29.

Is it Mandatory or Discretionary: Discretionary.

Future fiscal impact: The annual operating cost for mid-day service is not covered completely by RM2 revenue and passenger fares – see Table 1.

Consequences if not approved: Failure to achieve the required fare recovery ratio will ultimately result in loss of all RM2 funds for operating the Route 29.

## **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 operates the Route 29 commuter express service to the Vallejo Ferry Terminal and El Cerrito Del Norte BART Station during weekday morning and evening commute hours. The majority of operating funds for the route come from RM2 expressly to reduce commute traffic on Bay Area bridges. RM2 performance measures established by MTC require a 30% fare recovery ratio for routes that operate only during AM and PM commute hours. The fare box recovery ratio requirement drops to 20% for routes that run at least every two hours on weekdays.

The route, while popular, has been unable to attain the 30% recovery ratio requirement and MTC has informed NCTPA that it will lose the RM2 revenues to operate the route unless the farebox requirement is met.

To meet this goal staff proposes to make additional round trip runs on the Route 29 between Napa and the Vallejo Ferry Terminal and El Cerrito Del Norte BART station during off peak weekday hours to meet commuter needs, reducing the matching fare

requirement to 20%. The additional costs for these runs will largely be absorbed within the current RM2 available allocation and passenger fares.

Staff worked with CDM-Smith to analyze potential mid-day express service between the City of Napa and the Vallejo Ferry Terminal and El Cerrito Del Norte BART Station and has concluded that sufficient demand exists to justify the service changes.

The revised Route 29 budget for service between the City of Napa and the Vallejo Ferry Terminal and El Cerrito Del Norte BART station is summarized in Table 1 below. By prior agreement with MTC, costs to operate the Route 29 north of the Redwood Park and Ride lot are not reimbursable by RM2, and are covered solely by local funds, and not included in the financial representation below.

<b>Table 1</b>	
<b>Expenses</b>	
Purchased Transportation	\$406,800
Fuel	\$121,200
	\$528,000
<b>Funding</b>	
RM2	\$390,000
Passenger Fares	\$105,792
NCTPA Local Contribution	\$32,208
	\$528,000

Based upon a typical demand profile providing 2,700 rides per month, and adjustments to fares (taken as a separate item in this month's agenda) staff believes the route can be viable and meet MTC's farebox recovery requirement with minimal costs to the agency.

The VINE Route 29 express service to the Vallejo Ferry Terminal and the El Cerrito Del Norte BART Station is a popular and important service to Napa County residents that will continue to see ridership growth over time. Staff recommends the Board approve the submission to the MTC of the proposed Route 29 service modification to include mid-day service to the Vallejo Ferry Terminal and El Cerrito Del Norte BART Station. If approved by MTC, the proposed changes would be implemented in accordance with other changes to VINE routes scheduled to take effect on or about December 3, 2012.

**SUPPORTING DOCUMENTS**

None.





September 19, 2012  
NCTPA Agenda Item 8.10  
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 Supplement No. 5 to Work Authorization No. 1 of the Professional Services Agreement No. 10-23 with Mark Thomas & Company, Inc. for Engineering and Design Support Work on the Soscol Gateway Transit Center Project

---

### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to execute, and make minor modifications to, Supplement No. 5 to Work Authorization No. 1 (Attachment 1) of the Professional Services Agreement No. 10-23 with Mark Thomas & Company, Inc. in the amount not to exceed \$12,338.00 for engineering and design support work to be performed for the Soscol Gateway Transit Center Project.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

Engineering services are required for the redesign of the second floor administrative offices of the Soscol Gateway Transit Center (SGTC). Mark Thomas & Company, Inc. is the on-call engineer under contract with NCTPA to provide these types of services. This will be Supplement No. 5 to Work Authorization No. 1 under the terms of the on-call engineering contract.

### **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 space for expansion of staff.

**CEQA REQUIREMENTS**

**ENVIRONMENTAL DETERMINATION:** Mitigated Negative Declaration Prepared. According to the Mitigated Negative Declaration approved by this Board on October 20, 2010.

**BACKGROUND AND DISCUSSION**

The original design of the second floor administrative offices at the SGTC did not allow adequate space for expansion. The redesign of the second floor staff areas will create additional staff office space with greater functionality. Redesign will supplement and enhance staff offices and work areas. Mark Thomas & Company, Inc. has agreed to provide these services for the Soscol Gateway Transit Center for \$12,338.00. A concept plan, construction documents and drawings need to be prepared so that this expansion can occur. Mark Thomas & Company, Inc. is the on-call engineer under contract with NCTPA to provide these types of services. This will be Supplement No. 5 to Work Authorization No. 1 under the terms of the on-call engineering contract.

**SUPPORTING DOCUMENTS**

Attachment: (1) Supplement No. 5 to Work Authorization No. 1 Contract for Professional Engineering Services Contract 10-23

**WORK AUTHORIZATION NO. 1 SUPPLEMENTAL WORK AUTHORIZATION 5  
CONTRACT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section of Professional Service Agreement No. **10-23** (the Contract) entered into by and between the Napa County Transportation and Planning Agency (NCTPA), and Mark Thomas and Company, Inc. (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 Supplemental Work Authorization is \$12,338 for a maximum total \$852,614 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 Attachment 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 Attachment D.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall **terminate on December 31, 2012**, 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**  
Mark Thomas & Company, 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 (Consultant Contracts)
- Attachment E-2 Local Agency Proposer DBE Information (Consultant 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 Services:** Contractor will provide additional redesign services of the second floor offices under this Supplemental Work Authorization to complete the project as required by NCTPA that is not included in the Work Authorization.

**Tasks:**

**Task 1** Project Management (MTCO)

Perform project management of the redesign process. This will include design review, meeting attendance, written and oral communication as deemed necessary.

**Task 2** Redesign and Construction Document Revisions (Kappe+Du Architects)

Perform the redesign of the second floor office space and construction document revisions based on NCTPA's request. Changes to the original second floor office design will include:

- Reorganize work station areas on the second floor between Line 9 and Line 7
- Relocate the file cabinets shown between Line 6 and Line 7
- Add one standing conference room upstairs adjacent to Room 214 and change the conference room between Rooms 218 and 213 into a dedicated office space
- Add windows to the interior west office wall, including sidelights and clear stories next to the doors
- Coordinate with furniture vendor on new modular furniture system
- Provide an interior color material board for final coordination

Changes will affect the architectural, electrical and mechanical construction drawings as well as relevant specification sections for the project. Affected sheets include but are not limited to A2.1, A5.4, A8.4, A8.5, A9.2 and A9.4.

**EXHIBIT "C"**  
**WORK SCHEDULE**

Activity	2012															
	July		August				September				October					
Execute Work Authorization # 10-23P001SWA-5																
Project Management (MTCO)																
Redsign and Construction Document Revisions (Kappe+Du)																

**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.

<b>"X"</b>	<b>Basis</b>	
_____	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>

TASK		BUDGET
	<b>SECOND FLOOR OFFICE REDESIGN</b>	
1	Project Management - MTCO	\$ 1,050.00
2	Redesign and Construction Document Revisions, incl. Electrical Engineer – Kappe+Du Architects	\$ 10,750.00
	Sub-Consultant Mark Up (not incl. MTCO.) - 5%	\$ 538.00
	<b>TOTAL ADDITIONAL COST</b>	<b>\$ 12,338.00</b>





**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 3.41% 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

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

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

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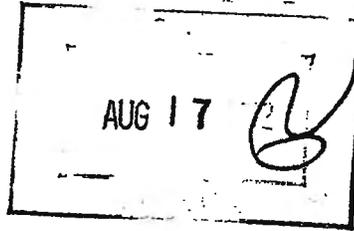
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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



**MARK THOMAS & COMPANY**  
*Providing Engineering, Surveying & Planning Services*

July 16, 2012



CC-10102-B (059)

**OFFICES**

Cupertino  
 Fresno  
 Irvine  
 Pleasanton  
 Sacramento  
 Salinas  
 San Carlos  
 San Jose  
 Walnut Creek

Mr. Larry Gawell  
 Napa County Transportation & Planning Agency  
 707 Randolph Street, Suite 100  
 Napa, CA 94559-2912

**RE: NAPA COUNTY TRANSPORTATION & PLANNING AGENCY SOSCOL  
 GATEWAY TRANSIT CENTER, CHANGE ORDER FOR SECOND FLOOR  
 OFFICE REDESIGN SERVICES**

Dear Mr. Gawell:

This letter identifies services beyond the current design scope of work that have already been completed under the contract between Mark Thomas & Company, Inc. (MTCO) and the Napa County Transportation & Planning Agency (NCTPA). This additional service has been requested by the NCTPA and is detailed below.

**REDESIGN OF SECOND FLOOR OFFICE SPACE**

**Project Management – MTCO**

MTCO will perform project management of the redesign process including design review, meeting attendance as necessary and general e-mail and phone conversation communication regarding the ticketing office redesign.

MTCO will perform project management for a budget not to exceed \$1,050.

**Redesign and Construction Document Revisions – Kappe+Du Architects**

As a part of the MTCO team, Kappe+Du Architects (K+D) will perform the redesign of the second floor office space and construction document revisions based on the meeting with Kate Miller and Larry Gawell on Wednesday July 11, 2012 at the NCTPA offices in Napa. The changes to the original design include:

- Reorganize the work station area on the second floor between Line 9 and Line 7
- Relocate the file cabinets shown between Line 6 and Line 7
- Add one standing conference room upstairs adjacent to Room 214 and change the conference room between Rooms 218 and 213 into a dedicated office space
- Add windows to the interior west office wall, including sidelights and clear stories next to the doors
- Coordinate with furniture vendor on new modular furniture system
- Provide an interior color and material board for final coordination

These changes will affect the architectural, electrical and mechanical construction drawings as well as the relevant specification sections for the project. Affected sheets include but are not limited to A2.1, A5.4, A8.4, A8.5, A9.2 and A9.4.

K+D will perform the redesign of the second floor office space and construction document revisions for a budget not to exceed \$10,750.

A budget table has been shown below for clarity.

TASK	BUDGET AMOUNT
<b>Second Floor Office Redesign</b>	
Mark Thomas & Company, Inc.	1,050
Kappe+Du Architects (incl. Elect & Mech Engineer)	10,750
5% Sub Consultant Mark Up (not including MTCO)	538
<b>TOTAL ADDITIONAL BUDGET REQUEST</b>	<b>\$12,338</b>

MTCO requests an additional budget authorization to cover the out of scope work as described above. These tasks are necessary to complete the redesign of the second floor office space and the revisions to the construction documents. MTCO is requesting an additional budget not to exceed **TWELVE THOUSAND THREE HUNDRED AND THIRTY EIGHT DOLLARS (\$12,338)**. Please feel free to contact me with any questions, comments, or concerns regarding this change order for additional funds.

Sincerely,

**MARK THOMAS & COMPANY, INC.**



Sasha Dansky  
Principal/Division Manager

Approved:
Signature
Name/Title
Date



September 19, 2012  
NCTPA Agenda Item 8.11  
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, Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Request for Proposal (RFP) 2012-02 for Advertising Services

---

### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the release of Request for Proposal (RFP) 2012-02 (Attachment 1) for Advertising Services authorizing the Executive Director to issue the RFP seeking proposals for advertising services on NCTPA vehicles and facilities.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

When advertised, RFP 2012-02 would seek proposals from qualified firms for the exclusive advertising rights on NCTPA vehicles and facilities. This is a revenue generating opportunity.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

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

Is it currently budgeted? No.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: Loss of potential revenue.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

The sale of commercial advertising space on NCTPA vehicles and facilities provides NCTPA with the opportunity to generate revenue from other than the fare box. The Federal Transit Administration (FTA) permits the sale of advertising space on federally funded vehicles and facilities provided that any revenues generated are used for transit purposes.

RFP 2012-02 seeks revenue proposals from qualified firms in exchange for the exclusive advertising rights to place advertisements on and in NCTPA vehicles, at NCTPA shelters, and on advertising kiosks at NCTPA facilities. Also included in this RFP are potential revenues from electronic advertising on informational signs, website advertising, CCTV advertising, and sponsorship opportunities. Advertising guidelines are also established in the RFP. The contract awarded pursuant to this RFP would replace the existing legacy contract that NCTPA has for advertising.

RFP 2012 seeks an initial three year term with the successful proposer with a NCTPA option for two one year options thereafter.

**SUPPORTING DOCUMENTS**

Attachment: (1) Proposed Request for Proposal (RFP) 2012-02

## REQUEST FOR PROPOSALS

To provide

### Advertising Services

(RFP # 2012- 02)

Dear Proposers:

The Napa County Transportation and Planning Agency (NCTPA) is issuing a Request for Proposals (RFP) for advertising services. NCTPA invites firms or individuals qualified that possess qualifications, experience and knowledge to submit a proposal.

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

To obtain a full copy of the RFP, please contact NCTPA office at (707) 259-8636 or download the document in PDF format from our website [www.nctpa.net/net/bsn-emp/bsn-procurement.html](http://www.nctpa.net/net/bsn-emp/bsn-procurement.html). All inquiries pertaining to this RFP should be emailed to Lawrence E. Gawell, Procurement & Compliance Officer at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than **2:00 PM local time, October 12, 2012**. Response to all questions submitted by the **October 12, 2012** deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal conference on **October 19, 2012 by 5:00 PM (PST)** and will also be posted on the NCTPA website: [www.nctpa.net/net/bsn-emp/bsn-procurement.html](http://www.nctpa.net/net/bsn-emp/bsn-procurement.html). The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFP # 2012-02 Advertising Services".

Proposals must be received no later than **2:00 PM local time, on October 31, 2012**.

Late proposals will not be considered.

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

Napa County Transportation and Planning Agency  
ATTN: Contracting – RFP # 2012-02  
707 Randolph Street, Suite 100  
Napa, CA 94559-2912

All correspondence and transmittals should be complete, sealed, and clearly marked as **“Proposal Submittal RFP # 2012-02”** and should indicate the date and time of RFP closing. The Proposer must submit an original proposal and seven (7) copies (eight (8) in total).

We look forward to receiving a proposal from your firm.

Sincerely,

Kate Miller  
Executive Director

DRAFT

**REQUEST FOR PROPOSALS**

To provide

**ADVERTISING SERVICES**

(RFP #2012-02)

Issued by:

**Napa County Transportation & Planning Agency**

Friday, September 21, 2012

**RESPONSES DUE:**

**2:00 PM local time, Wednesday, October 31, 2012**

at the

**Napa County Transportation & Planning Agency  
707 Randolph St., Suite 100  
Napa, CA 94559**

Release of RFP authorized by:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lawrence E. Gawell, Procurement & Compliance Officer

\_\_\_\_\_  
Date

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## PROCUREMENT SCHEDULE

### KEY RFP DATES

Issue Date:	Friday, September 21, 2012
Pre-proposal Conference:	Friday, October 5, 2012 at 2:00 PM local time
Deadline for Submitting Written Questions:	Friday, October 12, 2012 by 5:00 PM local time
Answers to Written Questions Posted:	Friday, October 19, 2012 by 5:00 PM local time
Deadline for Proposal Submittal:	Wednesday, October 31, 2012 at 2:00 PM local time
Interviews (if requested):	Week of November 12, 2012
Final Selection:	Week of November 12, 2012
Award Contract:	Wednesday, December 12, 2012

## SECTION 1 - INTRODUCTION

The Napa County Transportation and Planning Agency (NCTPA) is requesting proposals for a period of three (3) years, with two one-year options from qualified advertising firms with experience in the marketing, service and maintenance of transit advertising. The term of the contract may be modified in negotiations if it is in the best interest of the NCTPA. The NCTPA wishes to maximize the revenue generating opportunities at their disposal by the sale of transit related advertising media. In addition to the sale of advertising space, the solicitation also seeks to obtain servicing and the maintenance of the advertising space.

NCTPA has been serving Napa County's 135,969 residents since 1997. The NCTPA operates approximately 50 active vehicles (26 big buses and 24 paratransit vehicles) on 150 route miles per day. NCTPA carries in excess of 1600 riders each weekday. The primary mission of NCTPA is to provide efficient and economical transit service, and the mix of transit vehicles utilized will be adjusted to meet demand. There is no guarantee that the mix of the fleet will be stable over the term of this contract.

Napa County presents the advertiser with a unique opportunity to be seen in the premier wine region of the world that is home to many of the world's premier vintners. The impact of tourism and agriculture in Napa can't be understated. The fine wines delivered by Napa County vintners generate approximately 27 per cent of the sales value of California's wines. Napa appellation wines sales revenues exceed \$2.3 billion per year. Napa wine country hosts approximately 4.7 million tourists per year and the demographic makeup of those tourists presents an appealing market to advertisers. 57.6 percent of tourists sampled reported household incomes in excess of \$100,000. 26.6 percent reported annual incomes in excess of \$150,000.\*

The advertising space available for marketing pursuant to this RFP consists of signage on space inside and outside NCTPA buses/vehicles, bus shelters and benches, and at transit centers/stations. The successful proposal should also display creativity in identifying additional advertising opportunities beyond those mentioned. Each offeror should develop and submit a service and marketing plan designed to meet NCTPA's needs, as well as identifying any collateral marketing opportunities that can be made available in conjunction with this project. Each proposal will be evaluated on the basis of the Rating Criteria published in this RFP and the plans should address those elements. NCTPA contemplates awarding a three-year contract with two one-year options.

*\*Napa County Visitor Profile Study & Napa County Economic Impact Study prepared for Napa Valley Conference & Visitors Bureau by Purdue University, Purdue Tourism and Hospitality Research Center.  
[http://www.legendarynapavalley.com/docs/cats/1%20Napa%20County%20Visitor%20Profile\\_%20Economic%20Impact%20Reports.pdf](http://www.legendarynapavalley.com/docs/cats/1%20Napa%20County%20Visitor%20Profile_%20Economic%20Impact%20Reports.pdf)*

## SECTION 2 - INSTRUCTIONS TO PROPOSERS

### A. Pre-Proposal Conference

A pre-proposal conference will be held on Friday, October 5, 2012 at 2:00 PM local time at the NCTPA offices located at 707 Randolph Street, Suite 100, Napa, CA 94559. All prospective proposers are strongly encouraged to attend.

### B. Examination of Proposal Documents

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

### C. Addenda/Clarifications

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

All inquiries pertaining to this RFP should be emailed to Lawrence E. Gawell, Chief, Procurement & Compliance, at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than 5:00 PM local time, October 12, 2012. Response to all questions submitted by the October 12, 2012 deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal meeting discussed above, and will also be posted on the NCTPA website: <http://nctpa.net> by 5:00 PM local time, October 31, 2012. The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFP # 2012-02 Advertising Services".

### D. Submission of Proposals

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

Napa County Transportation and Planning Agency  
ATTN: Contracting – RFP #2012-02  
707 Randolph Street, Suite 100  
Napa, CA 94559-2912

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

**"Proposal Submittal - NCTPA RFP # 2012-02"**

Proposals must be received no later than **2:00 PM local time October 31, 2012**. Late proposals will not be considered.

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

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

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

**E. Withdrawal of Proposal Submittal**

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

## F. Rights of NCTPA

This RFP does not commit NCTPA to enter into a contract, nor does it obligate NCTPA to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

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

NCTPA reserves the right to:

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

## G. Contract Type

Proposers shall be prepared to accept the terms and conditions of NCTPA's standard form contract included as ATTACHMENT C (NCTPA Sample Professional Service Agreement) hereto. If a Proposer desires to take exception to the Agreement, the Proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement":

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

The above factors will be taken into account during contract negotiations. Substantial exceptions to the Agreement may be determined by the Agency, at its sole discretion, to be unacceptable and the Agency will proceed with negotiations with the next highest ranked firm. See Section 8 - Award.

## SECTION 3 - FORMAT AND CONTENT OF PROPOSAL

### A. Format

1. Technical Proposal

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

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

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

## 2. Revenue Proposal

This section shall include a full description of the proposer's revenue proposal for carrying out the Scope of Work as described in this RFP.

## B. Content

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

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- COMPANY BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- PROJECT UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- DETAILED WORK PLAN AND SCHEDULE
- REVENUE PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

### 1. TITLE PAGE

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

2. TRANSMITTAL LETTER

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

Address the cover letter as follows:

Kate Miller  
Executive Director  
Napa County Transportation and Planning Agency  
707 Randolph Street, Suite 100  
Napa, California 94559-2912

3. EXECUTIVE SUMMARY

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

- A description of the work required;
- A discussion of the proposed revenue to NCTPA;
- A summary of proposed approach;
- The assumptions made in selecting the approach.

4. COMPANY BACKGROUND AND EXPERIENCE

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

5. QUALIFICATIONS OF PROPOSER

The proposer who is awarded the contract for this work will be required to comply with all applicable Federal, State, regional and local requirements.

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

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

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

#### 6. PROJECT UNDERSTANDING

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

#### 7. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel who will be assigned to the project and their experience. An organizational chart for the project team and bios for key proposer personnel shall be included. The chart shall indicate how the proposer intends to structure the work effort, and identify, as appropriate, the Project Director, Project Manager, Team Member, and all other key personnel. This section shall include resumés for all key personnel.

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

#### 8. DETAILED MARKETING PLAN AND SCHEDULE

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

#### 9. EXCEPTIONS TO THE AGREEMENT

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

## 10. APPENDICES

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

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

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

### **SECTION 5 - REQUIRED QUALIFICATIONS**

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

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

### **SECTION 6 - PROPOSAL SELECTION AND PROCESS DATES**

Issue Date:	September 21, 2012
Pre-proposal Conference:	October 5, 2012 at 2:00 PM local
Deadline for Submitting Written Questions:	October 12, 2012 by 5:00 PM local
Answers to Written Questions Posted:	October 19, 2012 by 5:00 PM local
Deadline for Proposal Submittal:	October 31, 2012 at 2:00 local
Interviews (if requested):	Week of November 12, 2012
Final Selection:	Week of November 12, 2012
Award Contract:	December 12, 2012

### **SECTION 7 - EVALUATION**

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

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

### **SECTION 8 - AWARD**

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

### **SECTION 9 - NON-DISCRIMINATION**

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

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

### **SECTION 10 - LEVINE ACT**

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

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

NCTPA has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the NCTPA encourages all prime proposers to utilize qualified DBE sub proposers on NCTPA projects, NCTPA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NCTPA seeks the utilization of qualified DBEs when such DBEs are available. All prime proposers are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT E, E-1, E-2, E-3.

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

The NCTPA goals for advertising services is 1% for DBE.

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

Insurance requirements for this project are set forth in ATTACHMENT C, NCTPA Sample Professional Service Agreement for Services, Section 7 – Insurance and Section 8 – Hold Harmless / Defense / Indemnification.

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**Attachments follow.**

**ATTACHMENT A**  
**SCOPE OF WORK**  
**ADVERTISING SERVICES**

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

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

7. The NCTPA has adopted advertising guidelines (attached) setting forth standards of acceptability for commercial and non-commercial advertising at NCTPA. The guidelines formally establish criteria by which advertising displays on or at NCTPA property can be judged suitable for display.
8. NCTPA will require advertising space for self or joint promotions. The monthly quantity will be mutually agreed upon by NCTPA and the Contractor. This space should not be classified as "Media Trade".
9. NCTPA will make available vehicles for use as Illustrated Buses. The contractor may request buses for this purpose subject to approval of NCTPA Management. NCTPA will have the right to require the contractor to repair damage to Illustrated Buses. All designs for Illustrated Buses shall be subject to prior approval by NCTPA Management. NCTPA shall approve technology of application on Illustrated Buses.
10. The Soscol Gateway Transit Center (presently under construction) is also included in this scope of services.
11. Remuneration terms should be proposed which will allow NCTPA to enjoy the most advantageous compensation package. It is anticipated that the contract will be for three years, with two one- year options, but NCTPA is receptive to modifications to the contract terms. The contractor must specify the commission rate offered, "trade" arrangements, and cash payments guarantees offered. A compensation plan featuring a high cash guarantee payment with an equitable sharing arrangement for the balance is desirable.
12. **Inclusions:** Advertising opportunities included in this RFP not previously addressed that NCTPA will entertain proposals on include:
  - a. ELECTRONIC ADVERTISING INFORMATIONAL SIGNS.
  - b. WEBSITE. Limited advertising may be available on the NCTPA website.
  - c. OTHER MEDIA. Fare media, schedules, time tables etc.
  - d. OMNI KIOSKS. The NCTPA will entertain proposals for kiosk advertising at NCTPA facilities that are compliant with all local regulations.
  - e. CLOSED CIRCUIT TELEVISION.
  - f. SPONSORSHIPS. Potential sponsors (naming rights) for NCTPA facilities and vehicle lines. Sponsorships agreements shall be subject to approval by the NCTPA Board of Directors.
13. **Costs:** NCTPA shall not bear the burden of any expense related to the cost of producing or creating any advertisement nor the installation/removal cost of any display or advertisement. Costs associated with any and all permits shall be borne by the successful proposer. All such costs shall be the responsibility of the successful proposer or their customer.

14. **Vehicle Fleet:** NCTPA's vehicle fleet available for advertising is identified in Attachment A1 hereto – the number and types of vehicles and their use are not guaranteed and may change from time to time at the discretion of the NCTPA.
15. **Mileage:** NCTPA presently operates approximately 100,000 vehicle miles per month of which 75,000 miles per month is fixed route service in Napa County. Paratransit mileage in Napa County is approximately 25,000 miles per month. On an average weekday, thirty-five (35) vehicles are on the road. NCTPA does not guarantee that this level of service will continue through the term of any agreement. Service levels may increase or decrease and are not guaranteed.
16. **Shelter/Bench Advertising:** NCTPA shelters and benches are located throughout Napa County, the Cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville. Proposers must comply with all signage and zoning ordinances in each community. If any permits are required, the cost of preparation and fees associated therewith are the sole responsibility of the proposer. NCTPA shelters/benches are listed in Attachment A2 hereto. The number of shelters/benches available for advertising may change during the term of any agreement and are not guaranteed.

## ATTACHMENT A-1 – VEHICLE LIST

(as of April 2012)

Vehicle Number	Vehicle Year	Route	Make/Model	VIN #
<b>VINE</b>				
106	1982		GMC RTS	821012
114	1986		GMC RTS	1GHYT76JXGV824811
127	1995		Gillig/Phantom	15GCB2015R1085641
128	1995		Gillig/Phantom	15GCB2017R1085642
129	1995		Gillig/Phantom	15GCB2019R1085643
130	1995	29	Gillig/Phantom	15GCB2010R1085644
131	1995	29	Gillig/Phantom	15GCB2012R1085645
132	1996		Gillig/Phantom	15GCB2012T1088200
133	2003	29	Gillig/Phantom	15GCD201631111911
134	2003	29	Gillig/Phantom	15GCD201831111912
150	2000		N/F C40LF	5FYC2LL0XYU021172
151	2000		N/F C40LF	5FYC27701YU021173
152	2000		N/F C40LF	5FYC2LL03YU021174
153	2000		N/F C40LF	5FYC2LL05YU021175
154	2009		GE35LFR	5FYU5KY109B035814
155	2009		GE35LFR	5FYU5KY129B035815
156	2009		GE35LFR	5FYU5KY149B035816
157	2009		GE35LFR	5FYU5KY169B035817
158	2010		GE35LFR	5FYU5KY19AB038070
159	2010		GE35LFR	5FYU5KY10AB038071
160	2010		GE35LFR	5FYU5KY12AB038072
161	2010		GE35LFR	5FYU5KY14B038073
162	2010		CHEVY/ARBOC	1GB965AG4A1162645
163	2010		CHEVY/ARBOC	1GB965AG2A1136318
164	2011		CHEVY/ARBOC	1GB6G5BG5B1150944
165	2011		CHEVY/ARBOC	1GB6G5BG0B1151788
<b>Support Vehicles</b>				
181	2001		Dodge Truck	3B7KC26Z81M581764
<b>Napa Shuttle</b>				
637	2007		FORD/STARCRAFT	1FD4E45S48DA01401
<b>VINEGO</b>				
614	2001		Ford Aerotech	1FDWE45F41HA31542
615	2001		Ford Aerotech	1FDWE45F21HA31541
616	2001		Ford Champ	1FDWE35F31HA97347
624	2002		Ford Aerotech	1FDWE45F2HB75796
625	2002		Ford Aerotech	1FDWE45F52HB75795
626	2002		Ford Aerotech	1FDWE45F92HB75797
628	2004		Ford Aerotech	1FDXE45SX4HB26614
632	2007		Ford Econo	1FDXE45S57DA59190
633	2007		Ford Econo	1FDXE45S27DA61205
634	2007		Ford Econo	1FDXE45S47DA61206
635	2007		Ford Econo	1FDXE45SX7DA61209
636	2007		FORD	1FD4E45S48DA01415
638	2011		FORD/GALVAL	1FD4E45S6BDB36555

639	2011		FORD/GALVAL	1FD4E4FS8BDB36556
640	2011		FORD/GALVAL	1FD4E4FSXBDB36557
<b>Yountville</b>				
401	2000		Supreme/Trly	G19364
403	2000		Supreme/Trly	F34306
<b>Calistoga Shuttle</b>				
643	2011		Ford	1FD4E3FLDB22640
644	2011		Ford	1FD4E3FLDB22641
<b>American Canyon</b>				
630	2001		Ford Econo	1FDWE45F02HA07935
631	2005		Ford Econo	1FDZE45565HA60208
<b>St Helena</b>				
641	2011		Ford	1FD4E3FL8DB22638
642	2011		Ford	1FD4E3FL8DB22639

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## ATTACHMENT A-2 – SHELTER LIST

### NCTPA 3rd Party Owned Shelters

as of 3/31/2011

Shelter	Location
618	Trancas W. of Jefferson
619	Trancas in front of Hospital
620	Trancas (south side) across from Hospital
622	Jefferson North of Trancas
626	Soscol near Imola in front of KFC
627	South side of Trancas near Villa Lane (opposite of map)
630	Pearl Street (could not survey due to construction)
631	Jordan Lane by Walmart
632	Jefferson (East side) at H Street
667	Jefferson (East side) at D Street

## ATTACHMENT A-3 – ADVERTISING GUIDELINES

1. NCTPA intends that its vehicles and facilities constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth herein. Certain forms of paid advertising will not be permitted for placement or display on or in NCTPA facilities or vehicles. Unpaid advertisements will not be permitted with the exception of NCTPA operational and promotional material.
2. **The NCTPA will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances.**
3. **NCTPA will not display or permit to be displayed any advertisement that falls with one or more of the following categories:**
  - A. **Demeaning or Disparaging.** The advertisement contains material that demeans or disparages an individual, group of individuals or entity. For purposes of determining whether an advertisement contains such material, NCTPA will determine whether a reasonably prudent person, knowledgeable of NCTPA's customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of an individual, group of individuals or entity.
  - B. **Tobacco.** The advertisement promotes the sale or use of tobacco or tobacco related products, or depicts such products.
  - C. **Alcoholic Beverages to Youth.** The advertisement promotes the sale to or consumption by persons under the age of twenty-one years of age of beer, wine or distilled spirits.
  - D. **Profanity.** The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.
  - E. **Graffiti.** The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.
  - F. **Human or Animal Graphics.** The advertisement contains graphics that include, but are not limited to, the depiction of a human or animal body or body parts, or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement.
  - G. **Violence.** The advertisement either (1) contains an image or description of graphic violence, including, but not limited to the depiction of weapons or other implements or devices used in the advertisement to depict an act or acts of violence or harm to a person or animal; or (2) the advertisement

or any material contained therein, incites or encourages, or appears to incite or encourage, violence or violent behavior.

- H. **Unlawful Goods or Services.** The advertisement, or any material contained in it, promotes or encourages the use or possession of unlawful or illegal goods or services.
- I. **Unlawful or Detrimental Conduct.** The advertisement, or any material contained in it, promotes or encourages unlawful or illegal behavior or activities, or behavior that promotes activities that are detrimental to the maintenance and safe operation of the NCTPA system.
- J. **False or Deceptive Commercial Speech.** The advertisement proposes a commercial transaction and the advertisement, or any material contained in it, is clearly false or deceptive.
- K. **Libelous, Copyright or Patent Infringement.** The advertisement, or any material contained in it, is libelous, or an infringement of a copyright or a patent or is otherwise unlawful, illegal or likely to subject NCTPA to litigation.
- L. **Obscenity or Nudity.** The advertisement contains obscene material or images of nudity. For purposes of these guidelines, the term "obscene matter" shall have the meaning set forth in California penal Code Section 311.
- M. **Prurient Interest.** The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of human activity in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term "minor" shall have the meaning contained in California Penal Code Section 313.
- N. **"Adult"-oriented Goods or Services.** The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with films rated "X" or "NC-17," adult books stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.
- O. **Endorsement.** The advertisement, or any material contained in it, implies or declares an endorsement by NCTPA, its directors, management or employees of any service, product, or point of view, without the express prior written authorization of the NCTPA Board of Directors.
- P. **Injurious to NCTPA and its Mission.** The advertisement proposes a commercial transaction, and the advertisement, or any material contained

in it, denigrates NCTPA or promotes alternatives to NCTPA in a manner that directly impairs NCTPA ridership and/or revenue.

4. NCTPA will allow political candidate advertising on a first come, first served basis. All political advertising material shall state, "paid political advertising" and shall comply with all election and campaign laws and regulations. All political advertising shall be paid in full and in advance of installation and all political advertising shall be charged at a printed rate card fee. Such advertising shall be removed within 15 days of the date of any election to which the advertising relates.

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# ATTACHMENT B

## GENERAL INFORMATION FORM

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

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's Fax Number:

NCTPA DBE

NCTPA LBE

DBE

UDBE

None

Type of Organization:

(Corporation, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Project Manager:

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

Proposer Work Discipline: Project Delivery Team  Individual Firm

Sub Proposer Information

Firm Name(s) Address

Contact Name/Phone Number

Email

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NCTPA DBE

DBE

UDBE

None

Signature, Name and Title of Person Signing

## ATTACHMENT C

### NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT

Please refer to our website <http://www.nctpa.net/bsn-emp/bsn-procurement/forms.html> for Professional Service Agreement.

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# ATTACHMENT D

## FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website <http://www.nctpa.net/bsn-emp/bsn-procurement/forms.html> for content of Federal required clauses.

### Federal Required and Other Model Contract Clauses

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Srvc
1. Fly America - Required for air transportation	>\$100,000		>\$100,000			>\$100,000	
2. Buy America		X					
3. Charter Bus and School Bus		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post-Delivery Audit	X	Turnkey					
10. Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
11. Access to Records and Reports	X	X	X	X	X	X	X
12. Federal Changes	X	X	X	X	X	X	X
13. Bonding							
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts			>\$2,000				
17. Contract Work Hours and Safety Standards Act			>\$100,000				
19. No Government Obligation to Third Parties	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
21. Termination							
22. Governmentwide Debarment and Suspension (Nonprocurement)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
23. Privacy Act	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	X	X	X	X	X	X	X
26. Patent and Rights in Data	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
27. Transit Employee Protective Agreements		X			X		
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing	X	X	X	X	X	X	X

\* Procurement of items designated by EPA - 40CFR247

January 2007

RASTO:Procurement:ProceduresFTA Required Clauses Chart.xlsnorms

## ATTACHMENT E

### CALTRANS DBE/ UDBE REQUIREMENTS

- NCTPA has established a Disadvantage Business Enterprise goal for this Agreement of 2.2 %  
OR
- NCTPA has not established a DBE Goal for this Agreement' however, Contractor is encouraged to obtain DBE participation for this Agreement  
OR
- NCTPA has established an Underutilized DBE goal for this Agreement of \_\_\_\_\_%.  
OR
- NCTPA has not established an Underutilized DBE goal for this Agreement. However, Contractor is encouraged to obtain UDBE participation for this Agreement.

#### 1. GENERAL PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs and UDBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Underutilized Disadvantaged Business Enterprises (UDBE) and select work parts consistent with available UDBE sub-Contractors.
- D. Meet the specified UDBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal; or if there is no specified UDBE goal use good faith efforts for participation.
- E. Verify that the UDBE firm is certified as DBE. For a list of certified DBEs, follow the link [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) for access to

the CUCP database. There is no specific certification for UDBE firms; however the CPUC database breaks down DBE firms by gender and ethnicity to facilitate locating UDBE firms.

- F. UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:
  - 1. Black Americans,
  - 2. Native Americans,
  - 3. Asian-Pacific Americans,
  - 4. Women.
- G. References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.
- H. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE and UDBE programs.

## 2. SUBMISSION OF UDBE AND DBE COMPLIANCE DOCUMENTATION

- A. If there is a UDBE goal on the contract, a "Local Agency Bidder/Proposer-UDBE Commitment (Proposer Contract)" (Attachment E-1) form shall be included in the Request for Proposal. In order for a Proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. When selected, the Contractor will complete and sign all requested UDBE forms. If the goal is not met, the proposer must document adequate good faith efforts. (Attachment E-3) Only UDBE participation will be counted towards the UDBE contract goal; however, all DBE participation shall be collected and reported.
- B. If there is a DBE goal for the Contract, a "Local Agency Proposer -DBE – Information (Proposer Contract)" (Attachment E-2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- C. The information provided on the form should include with names, addresses and phone numbers of DBE firms (including UDBE firms) that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform

with its own forces as well as any other work that it has committed to be performed by DBE sub-proposers and suppliers.

The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit a copy of the joint venture agreement.

### 3. DBE PARTICIPATION

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by UDBE subContractors, subContractors, suppliers or trucking companies.
  - 3. The proposer made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.
- G. A prime proposer who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subproposers.

4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:
- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
  - B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
  - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
5. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

6. PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS / SUPPLIERS

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

7. FINAL REPORT

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the Contractor's authorized representative and shall be furnished to NCTPA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to NCTPA.

8. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to NCTPA within 30 days.



**INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT  
(PROPOSER CONTRACTS) (Revised 03/09)**

**ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the proposer contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Proposer. Notify the Proposer in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime proposer and subproposer certification numbers. Prime proposers shall indicate all work to be performed by UDBEs including, if the prime proposer is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (if 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE). See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Attachment E-1 must be signed and dated by the proposer proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.



**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION  
(PROPOSER CONTRACTS) (Revised 03/09)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the Proposer contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime proposer. The form has a column for the Names of DBE certified proposers to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime proposer's and subproposers' certification numbers. The prime proposer shall indicate all work to be performed by DBEs including, if the prime proposer is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Attachment E-2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

## 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 \_\_\_\_\_% 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

- 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

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.

DRAFT



September 19, 2012  
NCTPA Agenda Item 8.12  
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, Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Approval of Task Order Contracts in Response to Request for  
Qualifications (RFQ) 2012-01 for On-Call Planning Services

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### **RECOMMENDATION**

That the NCTPA Board authorize the Executive Director to execute, and make minor modifications to up to ten (10) task order contracts for on-call planning services, each for a term not to exceed three (3) years (Attachment 1).

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

Planning services are an essential service required by the NCTPA for the successful performance of its mission. In response to RFQ 2012-01, seeking proposals for on-call planning services, twenty-two proposals were received. An evaluation selection committee has chosen the top ten proposers (Attachment 2) for award of on-call planning service contracts covering nineteen (19) work disciplines.

### **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: Planning services will need to be separately procured/

**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**

On July 27, 2012, pursuant to Board approval, RFQ 2012-01 was advertised seeking on-call planning services for the NCTPA for a period of up to three (3) years. Planning services are an essential service required by the NCTPA for the successful completion of its mission. In response to RFQ 2012-01, twenty-two proposals were received. An evaluation selection committee has chosen the top ten proposers (Attachment 2) for award of on-call planning service contracts covering nineteen (19) work disciplines. Each successful proposer will be awarded a standard form professional services task order agreement for a period of up to three (3) years. When services are required, staff may seek competitive proposals from the on-call firms.

**SUPPORTING DOCUMENTS**

Attachments: (1) Draft NCTPA Professional Services Agreement  
(2) List of Qualified Proposers

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

**AGREEMENT NO. NCTPA XX-XX**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of September, **2012**, 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 \_\_\_\_\_ whose mailing address is \_\_\_\_\_, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, NCTPA wishes to obtain specialized services, as authorized by Government Code section 31000, in order to **provide NCTPA with On-Call Planning Services for a period of three years to ensure maximum full and open competition**; and

**WHEREAS**, NCTPA has authorized the NCTPA Executive Director to enter into contracts for such services at its **September 2012** meeting; 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 **September** , **2015** unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Termination for Convenience) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (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 Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. **Scope of Work.** CONTRACTOR shall provide NCTPA those services set forth in Exhibit "A", including any exhibits referenced, all of which exhibits are incorporated by reference herein.

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", attached hereto and incorporated by reference herein.

(b) Expenses. No direct expenses including travel or other expenses will be reimbursed by NCTPA other than those set forth **in the task order proposal of each work authorization Exhibit "E"**.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be **determined by separate work authorization(s) as set forth in each work authorization Exhibit "E"** 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 set forth in Exhibit "C", attached hereto and incorporated by reference herein 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 (30) calendar days following receipt. All undisputed invoice amounts will be paid by NCTPA within 30 days of invoice 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 Manager of Finance.

(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 and aggregate.

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

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

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

8. **Hold Harmless/Defense/Indemnification.** In General. To the full 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 any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NCTPA or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that CONTRACTOR's obligation to defend the NCTPA is solely limited to reimbursing NCTPA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NCTPA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NCTPA which are ultimately determined to be due to CONTRACTOR's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. 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

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 either party for any reason and at any time by giving no less than 30 days 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. 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 the convenience of NCTPA.

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

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for the convenience of a party under Paragraph 10, 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.

Kate Miller  
Executive Director  
707 Randolph Street, Suite 100  
Napa, CA. 94559-2912

Contractor

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 subcontractors 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) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by 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 and with the prior written consent of 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 if beyond the scope of work prescribed by Exhibit "A" and Exhibit "B". 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) Conflicts in the Contract Documents. The Contract Documents consist of this Agreement; Contractor's written response to RFQ #2009-05; Contractor's Labor Rates; and RFQ #2009-05. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to NCTPA shall supersede any inconsistent term in these documents.

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

courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, 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 12900 (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 Paragraph in all such subcontracts as obligations of the subcontractor.

(d) Federal Required Clauses. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 C.F.R. 97.36(i), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the Federal Transit Administration for federally funded contracts, to the extent they are applicable to the services to be provided under this Agreement, and as set forth in **RFQ #2009-05**, which is incorporated herein, and attached as Exhibit D.

(e) Federal Changes - CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in **RFQ #2009-05**, attached as Exhibit D and the Master Agreement between NCTPA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

1. NCTPA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NCTPA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(g) Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is **13.5%**. The agency's overall goal for DBE participation is **3.41%**. A separate contract goal has not been established for this procurement. CONTRACTOR shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in Attachment E for **RFQ #2009-05** incorporated herein.

(h). Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All relevant contractual provisions required by DOT, as set forth in FTA Circular 4220.1F shall be compiled by the parties. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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 four (4) 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 each party from publishing or otherwise distributing applications and information regarding 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, together with the RFQ #2009-05 and Contractor's Response to RFQ #2009-05, Contractor's Labor Rates, together with all exhibits and attachments, which are hereby incorporated by reference in this Agreement constitute the entire agreement between the parties relating to the subject of this Agreement, and supersedes all previous agreements, promises, representations, and understandings.

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

"NCTPA"

"CONTRACTOR"

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

By \_\_\_\_\_

ATTEST:

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

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

Approved as to Form:

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

DRAFT

## EXHIBIT "A"

### SCOPE OF WORK

CONTRACTOR shall provide NCTPA with the services specified in detail here and various attachments hereto, each of which are incorporated herein by this reference which define and describe the Project to be undertaken by CONTRACTOR. NCTPA has materially relied upon the representations of CONTRACTOR as may have been made in NCTPA's selection of CONTRACTOR for this solicitation. CONTRACTOR agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified herein. Said scope of services consists of and include the following documents:

- a). Exhibits A, Scope of Work; Exhibit B Labor Rates Schedule; and Exhibit C Sample Invoice;
- b) NCTPA's **RFQ #2012-01**, Exhibit "F", attached
- c). CONTRACTOR's written response Exhibit "G" to **RFQ #2012-01** dated November 20, 2009, Exhibit "F", attached
- d). CONTRACTOR's Labor Rates, Exhibit "B", attached, and furthers all statements and representations of CONTRACTOR made during their presentation to NCTPA's selection committee and thereafter to the officers and employees of NCTPA who have participated in the determination to contract with CONTRACTOR for their project. Those documents, presentations and discussions are material representations upon which NCTPA has relied in selecting and contracting with CONTRACTOR and shall be utilized in any matter in which interpretation of this Agreement is required.

(HERE LIST WORK ITEMS)

### OTHER CONSIDERATIONS

1. The consultant will be available by phone or in person to be designated NCTPA staff throughout the contract period.
2. Unless otherwise required by law or made public by NCTPA, all discussions with NCTPA staff shall be confidential. In addition all documents, computer files and all other data compiled by or received by the consultant under this contract shall be treated by the consultant as confidential and shall be delivered only to authorized staff as required in the contract. Their contents shall not be made known by the consultant to any person other than personnel of the Consultant performing services under this contract without written consent of the NCTPA. The consultant shall directly any request for documents, data or other records to the NCTPA Executive Director.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR

for or under the direction of NCTPA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report

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**EXHIBIT "B"**

**LABOR RATES SCHEDULE**

**DRAFT**

**EXHIBIT "C"**  
**SAMPLE INVOICE**

**DRAFT**

EXHIBIT "D"

FEDERAL CLAUSES

Federal Required and Other Model Contract Clauses

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Svcs
1. Fly America - Required for air transportation.	>\$100,000		>\$100,000			>\$100,000	
2. Buy America		X					
3. Charter Bus and School Bus							
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg.				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turkey					
9. Pre-Award and Post-Delivery Audit	X	Turkey					
10. Lobbying	X	X	X	X	X	X	X
11. Access to Records and Reports	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
12. Federal Changes	X	X	X	X	X	X	X
13. Bonding	X	X	X	X	X	X	X
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts							
17. Contract Work Hours and Safety Standards Act							
19. No Government Obligation to Third Parties	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
21. Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement)	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act	X	X	X	X	X	X	X
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patent and Rights in Data							
27. Transit Employee Protective Agreements		X					
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing		X					

\* Procurement of items designated by EPA - 40CFR247

**EXHIBIT "E"**

**SAMPLE WORK AUTHORIZATION**

**DRAFT**

**EXHIBIT "F"**

**REQUEST FOR QUALIFICATIONS RFQ #2012-01**

**DRAFT**

**EXHIBIT "G"**  
**CONTRACTOR'S PROPOSAL STATEMENT**

**DRAFT**

**Request for Qualifications (RFQ) 2012-01 for On-Call Planning Services**

**List of Qualified Proposers**

- Questa Engineering Corporation
- DKS Associates
- Fehr & Peers
- The Planning Center DC&E
- ARUP North America Ltd.
- Rincon Consultants. Inc.
- CH2MHILL
- Kimley-Horn and Associates, Inc.
- Sonoma RSA, Inc.
- AECOM



September 19, 2012  
NCTPA Agenda Item 8.13  
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, Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Agreement with the Napa Valley Wine Train

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### **RECOMMENDATION**

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

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

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

### **PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

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

Is it currently budgeted? No.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: Potential loss of ridership.

**CEQA REQUIREMENTS**

**ENVIRONMENTAL DETERMINATION:** The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. Appropriate CEQA review related to the construction of the crosswalk or other Wine Train facilities will be undertaken by the Wine Train.

**BACKGROUND AND DISCUSSION**

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

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

**SUPPORTING DOCUMENTS**

Attachment: (1) Proposed NCTPA Agreement

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

**AGREEMENT NO. NCTPA**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and Napa Valley Wine Train whose mailing address is 1275 McKinstry St., Napa, CA 94559, hereinafter referred to as "Licensee";

**RECITALS**

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

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

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

**TERMS**

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on \_\_\_\_\_, 2033 unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. The terms of this agreement to the contrary notwithstanding, the terms and conditions of that certain agreement between NCTPA and Caltrans dated December 3, 2008 entitled "Cooperative Joint Permitted Use and Maintenance Agreement" which is attached hereto shall govern this agreement as a condition precedent to all rights and responsibilities between the parties.

2. **Permitted Use.** Subject to the terms and conditions of that certain Cooperative Joint Permitted Use and Maintenance Agreement between CalTrans and NCTPA as it may be modified and further subject to the terms and conditions of any encroachment permit issued by CalTrans to permit or authorize the use of the Property by Napa Valley Wine Train, Licensee is permitted to enter, construct, operate, and maintain a pedestrian path and access point to its proposed "Union Station" pursuant to the plans attached as Exhibit "A," and for no other purpose.

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

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

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

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

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

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

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

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

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

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

(a) Workers' Compensation insurance. Licensee will provide workers' compensation insurance as required by law during the term of this Agreement, including but not limited to, employer's liability and a waiver of subrogation, and shall provide NCTPA with certification of all such coverage's upon request by NCTPA's Compliance Officer.

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

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

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

(c) Certificates. All insurance coverage's referenced in 5(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCTPA's Risk Manager, demonstrated by other evidence of coverage acceptable to NCTPA's Risk Manager, which shall be filed by Licensee with NCTPA's Compliance Officer prior to commencement of performance of any of Licensee's duties; shall be kept current during the term of this Agreement; shall provide that NCTPA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 5 (b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 5 (b)(2) Licensee shall also file with the evidence of coverage an endorsement from the insurance provider naming NCTPA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Licensee not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NCTPA shall pertain only to liability for activities of Licensee under this Agreement, and that the insurance provided is primary coverage to NCTPA with respect to any insurance or self-insurance programs maintained by NCTPA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCTPA's Compliance Officer, Licensee shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

6. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, Licensee shall hold harmless, defend at its own expense, and indemnify NCTPA, CalTrans, and the officers, agents, employees and volunteers of NCTPA and Caltrans, from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property,

arising from all acts or omissions of Licensee or its officers, agents, employees, volunteers, invitees, patrons, guests, contractors and subcontractors entering or using the property, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NCTPA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Licensee shall require all of its contractors and subcontractors to provide identical indemnity to NCTPA and CalTrans during the performance of their work on the boarding facilities or pedestrian pathway.

7. **Termination** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 30 days written notice to the defaulting party in the manner set forth in Paragraph 9 (Notices). NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA for cause. This Agreement is further subject to termination in the event that Caltrans shall in any way terminate its encroachment permit to NCTPA as it may be amended or terminate that certain "Cooperative Joint Permitted Use and Maintenance Agreement" with NCTPA that is attached hereto as Exhibit "A". Should Napa Valley Wine Train cease operations at the property for a period of ninety day consecutive days, or otherwise fail to conduct business or abandon the property, then this agreement shall terminate upon the giving of notice by the NCTPA.

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

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

NCTPA  
Kate Miller  
Executive Director  
707 Randolph Street, Suite 100  
Napa, CA. 94559-2912

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

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

11. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. In the event of conflict in the Contract documents or in the interpretation of documents, the parties agree that the interpretation which benefits NCTPA will prevail.

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

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

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

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

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

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

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

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

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

20. **Access to Records/Retention.** NCTPA, any federal or state funding agency, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Napa Valley Wine Train which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

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

“NCTPA”

“LICENSEE”

NAPA VALLEY WINE TRAIN, INC.

By \_\_\_\_\_  
Catherine Miller, Executive Director

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

ATTEST:

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

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

Approved as to Form:

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

## EXHIBIT "A"

4-Nap-29-PM 13.0  
Trancas Street Park and Ride  
04278-120612  
District Agreement No. 4-2143

### COOPERATIVE JOINT PERMITTED USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON December 3, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA), a joint powers authority organized under the laws of the State of California, referred to herein as "AGENCY."

### RECITALS

1. STATE and AGENCY, pursuant to Streets and Highways Code section 146.5, are authorized to enter into a Cooperative Agreement to jointly construct, maintain and operate fringe and transportation corridor parking facilities along State Highways as a part of said State Highway.
2. STATE has acquired certain lands and constructed certain improvements for State Highway purposes described as the Trancas Street interchange at Route 29 in the City of Napa, herein referred to as "HIGHWAY-RIGHT-OF-WAY," A portion of which lands (the "LOT") is presently not required for STATE's immediate State Highway operational needs.
3. It is in the public interest to conserve energy, improve air quality, reduce congestion, lower transportation costs, reduce maintenance on existing highway facilities, decrease noise pollution, and cooperate in the joint use, protection, and maintenance of HIGHWAY-RIGHT-OF-WAY by ridesharing, including carpooling, vanpooling and bus transit, as an effective means for responding to such public goals.
4. It has been determined that using this LOT for construction of a Park and Ride facility, to be undertaken in the best interests of the public, at State Route 29 and Trancas Street in the City of Napa, referred to herein as "PARK AND RIDE," would reduce State Highway motor vehicle congestion, improve safety, and result in the present highest and best use of that LOT for a PARK AND RIDE project listed in the Regional Transportation Improvement Program.
5. Pursuant to Streets and Highways Code section 146.5 and Public Utilities Code section 100161, AGENCY proposes to construct operate, and maintain the PARK AND RIDE improvements which will be permitted to occupy the LOT in such a way that these improvements will not unduly interfere with or obstruct the future construction, reconstruction, maintenance, operation, and the public use of said State Highway presently or into the future when the site of the PARK AND RIDE may be required for a future State Highway expansion or relocation.

6. AGENCY is willing to fund one hundred percent (100%) of all capital outlay and staffing costs for PARK AND RIDE (except for the costs of STATE's Independent Quality Assurance (IQA) of AGENCY's design and construction activities.)
7. AGENCY prepared the environmental documentation for PARK AND RIDE.
8. STATE's funds will not be used to finance any of the capital and support costs for PARK AND RIDE, except for costs of STATE's IQA effort.
9. Further specific cooperative agreements may be separately prepared and executed consistent with the principles stated in this COOPERATIVE JOINT PERMITTED USE AND MAINTENANCE AGREEMENT.
10. Maintenance is broadly defined in section 27 of the Streets and Highways Code and includes the future repair and any necessary modification and replacement of damaged or obsolete PARK AND RIDE improvements.
11. The parties hereto intend to define herein the terms and conditions under the PARK AND RIDE site improvements are to be financed, engineered, constructed, operated, and permitted upon STATE's LOT.

#### SECTION I

##### AGENCY AGREES:

1. To fund one hundred percent (100%) of all project development work for PARK AND RIDE, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, awarding the construction contract, and the actual construction capital and support costs required for satisfactory completion of PARK AND RIDE, including, but not limited to, State-furnished material, if any, and all future costs for operating and maintenance of the PARK AND RIDE and LOT as shown on Exhibit A, attached and made a part of this Agreement.
2. To not use STATE funds for any PARK AND RIDE capital and support costs incurred by AGENCY as matching funds for the appraised value of the LOT as a PARK AND RIDE site pursuant to Streets and Highways Code section 146.5 (c).
3. To perform or have performed all necessary PARK AND RIDE preliminary engineering, detailed Plans, Specifications, and Estimate (PS&E), utility identification and location, all necessary right of way (R/W) activities, and all necessary construction engineering for PARK AND RIDE in accordance with all State and Federal laws, regulations, policies and procedures and standards that STATE would normally follow. All this work shall be submitted to STATE for STATE's IQA review and concurrence at appropriate stages of PARK AND RIDE completion in accordance with STATE policies and procedures.
4. To permit STATE to monitor, participate and oversee selection of personnel who will prepare the PS&E, and provide the R/W services for PARK AND RIDE. AGENCY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, conflict of interest, and failure to perform in accordance with the PARK AND RIDE scope of work and/or other pertinent criteria. AGENCY will include in the PARK AND RIDE design consultant contract, a "conflict of interest" requirement that the

PARK AND RIDE design consultant cannot be employed by the future PARK AND RIDE construction contractor. AGENCY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.

5. Personnel who perform the PS&E and R/W shall be made available to STATE, at no cost to STATE, through completion of PARK AND RIDE construction to discuss issues which may arise during construction. AGENCY will make available its personnel or consultants to do all necessary corrections and to furnish the corrected product to STATE if errors or omissions are discovered in any document, study, or report which AGENCY provided pursuant to this Agreement.
6. To make, and have AGENCY's consultants make, written application to STATE for necessary encroachment permits authorizing entry of AGENCY and those consultants onto the LOT to perform PARK AND RIDE preliminary engineering and construction activities.
7. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet
8. To provide, at no cost to STATE, survey and mapping services necessary to perpetuate existing LOT land net and alignment monumentation in accordance with sections 8771 and 8765 of the Business and Professions Code and to permanently monument the location of all adjacent State Highway roadway alignments, realignments, and right of way acquisitions. All of the above are to be shown on a Record of Survey filed with the County Surveyor. AGENCY shall deliver one copy of any field notes, filed Corner Records, and the Record of Survey required to meet the above obligation to STATE's District Division of Right of Way and Land Surveys.
9. A copy of all original survey documents resulting from surveys performed for PARK AND RIDE, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE.
10. If any existing utility facilities conflict with the construction of PARK AND RIDE or violate STATE's encroachment policy, AGENCY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal. The costs for the PARK AND RIDE's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
11. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting utility facilities within the LOT and adjacent State Highway right of way and that such protection, relocation or removal of conflicting utility facilities has been the subject of environmental approval and will be completed prior to the award of the contract to construct PARK AND RIDE or is coordinated with construction in the PS&E for said contract. Evidence shall include a copy of all required STATE issued encroachment permits.
12. AGENCY shall require any utility owner and/or its contractor performing any work within the LOT and State Highway right of way to obtain an encroachment permit from STATE prior to the beginning of work.

13. To acquire and furnish all right of way, if any, outside of the existing LOT and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations and are subject to STATE's Independent Quality Assurance to ensure that the right of way completed work is acceptable for incorporation into the State Highway right of way.
14. AGENCY shall provide a right of way certification prior to the granting of said encroachment permit by STATE, to certify that legal and physical control of new rights of way were acquired in accordance with all applicable State and Federal laws and regulations.
15. AGENCY shall not advertise for bids to construct PARK AND RIDE until after an encroachment permit has been issued to AGENCY by STATE to construct.
16. To advertise, award, and administer the construction contract for PARK AND RIDE in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by AGENCY, and/or performed under encroachment permit, are covered by provisions of the Labor Code in the same manner as are workers employed by STATE's contractors. AGENCY will verify and enforce all applicable prevailing wage mandates.
17. AGENCY's construction contractor shall maintain in force, until completion and acceptance of the construction contract for PARK AND RIDE, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in accordance with Section 7-1.12 of STATE's Standard Specifications dated May, 2006. Such policy shall contain an additional insureds endorsement naming STATE and its officers, agents, and employees as additional insured. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to AGENCY's construction contractor.
18. To require the construction contractor to furnish both a payment and a performance bond, naming AGENCY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current May, 2006 Standard Specifications prior to performing any PARK AND RIDE construction work. AGENCY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims by stop notice claimants related to the construction of PARK AND RIDE.
19. To have PARK AND RIDE constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PARK AND RIDE PS&E.
20. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual, and the PARK AND RIDE encroachment permits.
21. Construction within the existing or ultimate LOT right of way and other State Highway rights of way shall comply with STATE's Standard Specifications, the PARK AND RIDE PS&E, and STATE's Construction Manual.
22. To submit a written request for any "State-furnished material" identified in the PARK AND RIDE PS&E a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within fifteen (15) days of receipt of STATE's billing, the actual cost invoiced for the requested "State-furnished material." AGENCY may take

- delivery of the "State-furnished material" after STATE's receipt of AGENCY's payment and at the location directed by STATE.
23. To apply for necessary encroachment permits for required work, including the installation of all signs, within the LOT and on all State Highway properties, in accordance with STATE's standard permit procedures.
  24. PARK AND RIDE material testing and quality control shall conform to STATE's Construction Manual and STATE's California Test Method, and shall be performed, at AGENCY's expense, by a material-tester certified by STATE.
  25. To furnish, at AGENCY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California, to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of that company or the construction contractor.
  26. At AGENCY's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of "As-Built" drawings, and other inspection and staff services necessary to assure and confirm that the construction is being performed in accordance with PARK AND RIDE PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the designer of PARK AND RIDE may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.
  27. All PARK AND RIDE support services are to be performed by AGENCY. Should AGENCY request that STATE perform any other portion of those support services, AGENCY shall first agree to reimburse STATE for such work pursuant to a separate executed agreement or an amendment to this Agreement.
  28. Within one hundred eighty (180) days following the completion and acceptance of the construction contract for PARK AND RIDE, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual and Plans Preparation Manual and STATE practice. The submittal must also include all contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). AGENCY shall also submit corrected full-size hardcopy structure plans.
  29. If AGENCY cannot complete PARK AND RIDE as originally scoped, scheduled, and estimated, AGENCY will, only with STATE's prior written consent, amend the PS&E for suitable resolution to assure a form of modified PARK AND RIDE conforming to that amended PS&E that all times assures a safe and operable State Highway System.
  30. If AGENCY terminates PARK AND RIDE prior to completion of the construction contract for PARK AND RIDE, STATE shall require AGENCY, at AGENCY's expense, to return that right of way to its original condition or to a safe and operable condition acceptable to STATE. If AGENCY fails to do so, STATE reserves the right to finish PARK AND RIDE or place PARK AND RIDE in a safe and operable condition acceptable to STATE and STATE will bill AGENCY for all actual expenses incurred and AGENCY agrees to pay said expenses within thirty (30) days of receipt.
  31. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PARK AND RIDE construction, AGENCY shall stop work in

that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PARK AND RIDE cost contemplated by this Agreement.

32. To modify, repair, replace, or remove any or all portion of PARK AND RIDE, at AGENCY's expense, in the future should STATE determine, in its sole judgment, that PARK AND RIDE improvements interfere with the protection of or use of the State Highway properties by the traveling public or the LOT is needed to permit future changes to the State Highway system.
33. To be solely responsible, including all costs related thereto, for construction, operation, maintenance, protection, repair and any STATE required future removal or relocation of AGENCY's PARK AND RIDE. Said work at all times shall be conducted to assure safety and the use of all State Highway facilities and rights of way. Said AGENCY PARK AND RIDE shall be subject to random inspection by STATE as to safety conditions affecting State Highway facilities and AGENCY shall, upon notice from STATE that an unsafe condition exists, take immediate steps to correct such unsafe conditions. If AGENCY fails to perform after such notice from STATE, STATE shall immediately take necessary corrective action and AGENCY shall be billed and shall pay all costs for such corrective work performed by STATE. Such inspection by STATE, if performed at all, does not relieve AGENCY of its responsibilities under this Agreement.
34. AGENCY shall give reasonable advance notice to STATE before performing any work beyond routine maintenance (as defined in Recitals of this Agreement) on AGENCY's PARK AND RIDE facilities within LOT. AGENCY shall perform no work from State Highway rights of way outside of the LOT nor shall any modification be made by AGENCY of its PARK AND RIDE within LOT without prior approval of STATE in the form of an encroachment permit issued by STATE at no expense to AGENCY.
35. At AGENCY's sole expense, to keep, protect, operate, and maintain PARK AND RIDE in the areas covered by this Agreement in a state of good repair, free of all graffiti, debris, and flammable and hazardous materials of every description, excepting only those materials necessary for, or incidental to, the operation of PARK AND RIDE. AGENCY shall at all times operate and maintain the above-described PARK AND RIDE areas in an orderly, safe and sanitary condition.
36. To take all steps reasonably necessary to protect STATE freeway structures and facilities, including, but not limited to, piers and columns over, under, above or adjacent to the areas of PARK AND RIDE joint use, from damage due to AGENCY's presence and activities. Any damage to said STATE freeway structures and facilities due to AGENCY's presence and activities shall be repaired at AGENCY's sole expense.
37. Not to erect signs of any kind within the joint use areas, except such signs as may be necessary or appropriate in connection with the operation of the PARK AND RIDE or that are required by law. Such signs shall not be attached to or painted on any STATE freeway structures or facilities except by prior written consent of STATE.
38. In the operation, maintenance and repair of PARK AND RIDE, not to locate any lights or other improvements thereon or adjacent thereto which would interfere with the safety and operation of motor vehicles on STATE's facilities.
39. Should STATE require all or a portion of the PARK AND RIDE for future State Highway needs or if AGENCY should cease operations of the PARK AND RIDE, AGENCY shall, at STATE's sole option, remove all of, or designated portions of, AGENCY improvements within LOT and will restore LOT to a standard acceptable to STATE at AGENCY's sole

expense and all rights of joint use permitted to AGENCY under this Agreement shall revert back to STATE.

40. Not to transfer or assign primary responsibility for design, construction, operation or maintenance of any portion of AGENCY's PARK AND RIDE located on LOT to any third party without prior written consent of STATE. Any successor-in-interest to AGENCY will be required to adhere to the terms of this Agreement and all subsequent operation, maintenance, repair and relocation restrictions required by STATE.
41. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PARK AND RIDE contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PARK AND RIDE construction. AGENCY shall retain said records and accounts longer for such periods as are required in writing by STATE.

## SECTION II

### STATE AGREES:

1. At no cost to AGENCY, to provide IQA to assure that AGENCY's PARK AND RIDE work is performed in full compliance with the approved PARK AND RIDE PS&E and in accordance with STATE's then effective policies, procedures, standards, and practices. This IQA oversight function includes both the obligation and the authority to reject noncompliant PARK AND RIDE work and materials accepted by AGENCY, to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the encroachment permit(s) issued to AGENCY and AGENCY's contractor.
2. Upon proper application by AGENCY and by AGENCY's contractor, to issue, at no cost to AGENCY and AGENCY's contractor, the necessary encroachment permits for required PARK AND RIDE work within the LOT and any specifically identified adjacent State Highway right of way, as more specifically defined elsewhere in this Agreement.
3. As a part of STATE's IQA activities, to provide a qualified representative of STATE during construction of PARK AND RIDE who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the encroachment permit(s) issued to AGENCY and AGENCY's contractor.
4. To provide, at AGENCY's cost, any "State-furnished material" as shown on the PARK AND RIDE PS&E or as determined during construction of PARK AND RIDE. Upon receipt of AGENCY's request for any such "State-furnished materials," STATE will order those materials and will have a bill submitted to AGENCY for the costs of those materials. Upon receipt of those materials and AGENCY's payment, STATE will make those "State-furnished materials" available to AGENCY at a STATE designated site.
5. To permit AGENCY, at no cost to AGENCY and subject to the consent of the California Transportation Commission (CTC) and Federal Highway Administration (FHWA), the joint use of these described portions of LOT at the designated PARK AND RIDE encroachment locations as shown on Exhibit B, attached hereto and made a part of this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PARK AND RIDE preliminary engineering, PS&E, right of way and construction phases administered by AGENCY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PARK AND RIDE by AGENCY conform with then existing STATE standards. IQA does not include any PARK AND RIDE related work deemed necessary to actually develop and deliver the PARK AND RIDE, nor does it involve any validation to verify and recheck any work performed by AGENCY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AGENCY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PARK AND RIDE funds as a service for which STATE will invoice its actual costs and AGENCY will pay or authorize STATE to reimburse itself from then available PARK AND RIDE funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
3. All applicable procedures and policies relating to the use of Federal and State gas tax funds shall apply notwithstanding other provisions of this Agreement to the contrary.
4. AGENCY agrees to obtain, as a PARK AND RIDE cost, all necessary permits, agreements, and/or approvals for PARK AND RIDE from appropriate regulatory agencies.
5. AGENCY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PARK AND RIDE. The costs of said compliance and implementation shall be a PARK AND RIDE cost.
6. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PARK AND RIDE, all legal costs associated with those said legal challenges shall be a PARK AND RIDE cost.
7. If, during performance of design, right of way or construction PARK and RIDE, new information is obtained which requires additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks by AGENCY.
8. The design and right of way acquisition for PARK AND RIDE shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE.
9. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced,

created or utilized for PARK AND RIDE will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

10. During PARK AND RIDE construction, representatives of AGENCY and STATE will cooperate and consult with each other to assure that all PARK AND RIDE work is accomplished according to the PARK AND RIDE PS&E and STATE's applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's IQA representatives who are authorized to enter AGENCY's property during construction for the purpose of monitoring and coordinating construction activities
11. PARK AND RIDE PS&E changes shall be implemented by contract change orders that have been reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes (as defined in STATE's Construction Manual) shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, changes authorized as provided herein will not require an encroachment permit rider and all changes shall be shown on the "As-Built" plans.
12. AGENCY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through AGENCY's claims process. STATE's representative will be made available to AGENCY to provide advice and technical input in any claims defense process.
13. AGENCY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and CITY in a subsequent amendment to this Agreement.
14. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AGENCY in a timely manner regarding the effect of proposed and/or required PARK AND RIDE changes.
15. The party that discovers hazardous material (HM) will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including, but not limited to, hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PARK AND RIDE or not.

HM-2 is defined as hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PARK AND RIDE.

16. STATE, independent of PARK AND RIDE, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PARK AND RIDE schedule and will pay all costs for HM-1 management activities.

17. AGENCY, independent of PARK AND RIDE, is responsible for any HM-1 found outside existing SHS right of way. AGENCY will undertake HM-1 management activities with minimum impact to PARK AND RIDE schedule and will pay all costs for HM-1 management activities.
18. If HM-2 is found within the limits of PARK AND RIDE, the public agency responsible for advertisement, award, and administration (AAA) of the PARK AND RIDE construction contract will be responsible for HM-2 management activities.  

Any management activity cost related to HM-2 is a PARK AND RIDE construction cost.
19. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
20. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
21. STATE, in exercising its authority under section 591 of the Vehicle Code, has included any and all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code to the PARK AND RIDE areas open to public traffic. AGENCY shall take all necessary precautions for safe operation of AGENCY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by AGENCY, and for the protection of the traveling public from injury and damage from such vehicles or equipment.
22. While STATE will retain title to LOT, upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed on STATE's LOT for PARK AND RIDE will automatically be vested in AGENCY and no further agreement will be necessary to transfer ownership of those facilities to AGENCY.
23. AGENCY's operation of PARK AND RIDE as a regional facility is to be utilized to reduce State Highway traffic congestion and is intended to be cost neutral to AGENCY. STATE shall allow AGENCY to establish a schedule of reasonable parking fees to be collected from users of the PARK AND RIDE for the purpose of recovering AGENCY's direct costs of operating and maintaining PARK AND RIDE. A preferential reduced fee (50% or less of the next lowest rate) shall be charged to those traditional carpool and other commuter users of the PARK AND RIDE arriving at the site on non-State Holiday Mondays through Fridays before 9:00 AM to meet the statutory purpose of Streets and Highway Code section 146.5 of encouraging traffic congestion reduction on the adjacent State Highway. In addition, AGENCY covenants not to, or allow others to, advertise or otherwise direct traffic to this PARK AND RIDE as a supplement to commercial municipal parking sites intended to support local business uses.
24. PARK AND RIDE shall achieve within the first two years (Years 1-2) of use an annual daily use of 20%. Years 3-4 usage shall be at least at 25%. Measurement by AGENCY shall occur annually during a one week period mutually agreed by STATE and AGENCY.
25. A parking fee plan shall be submitted to STATE for approval prior to operation of the facility. Plan must show anticipated cost of operating and maintaining facility. Operationally, a parking fee shall be collected on a daily basis and all parking spaces, with the exception of preferential carpool spaces, disabled spaces, and one space reserved for AGENCY personnel, shall be made available to the general public on first-

come, first-served basis. The amount of the daily fees shall be identified in the parking fee plan, with the initial fees based upon AGENCY's best estimate of the annual direct costs of operating the PARK AND RIDE as required under the terms of this Agreement. The daily fee amounts shall be re-evaluated by AGENCY and STATE on the following schedule: twice in the first year, then on an annual basis and adjusted based on the actual documented uses and the direct costs of performing the activities associated with this Agreement.

26. AGENCY shall maintain a separate accounting for all parking fees collected at PARK AND RIDE. AGENCY shall provide an accounting report to STATE showing fees collected for the 1<sup>st</sup> 6 months, 2<sup>nd</sup> 6 months, then on an annual basis. Identify total fees collected and fees collected before 9am. This report shall include cost of operation and maintenance documentation for given period. Parking fees shall only be used to offset direct costs and expenses related to operation and maintenance of PARK AND RIDE. AGENCY agrees to maintain all receipts, invoices, pay stubs and any other applicable documentation relating to the direct cost of PARK AND RIDE operations for a period of three (3) years and to provide copies of said documentation to STATE when requested.
27. STATE and AGENCY shall mutually develop and approve a set of parking regulations for PARK AND RIDE which shall be enforceable pursuant to the California Vehicle Code by authorized personnel of any governmental body delegated by AGENCY with legal jurisdiction over the permitted PARK AND RIDE uses.
28. AGENCY shall provide and maintain all equipment and personnel required to collect the parking fees, including ticket machines and any associated protective housings, entry and exit gates (if required), regulatory signs, fencing, lighting, and electric and telephone connections. AGENCY shall also provide all energy and other utilities needed to operate the PARK AND RIDE.
29. Signs shall be placed on the State Highway by STATE and by AGENCY at the LOT and elsewhere on local property consistent with National standards for roadside information services and installations.
30. AGENCY shall provide appropriate "P&R" way finding signs on mainline to facility.
31. The telephone number of the Regional Ridesharing Office shall be prominently shown on the PARK AND RIDE identification signs that will credit STATE and AGENCY equally in providing the PARK AND RIDE.
32. The telephone number and the name of the agency responsible for maintenance of the PARK and RIDE shall be shown on signs located at the PARK AND RIDE.
33. STATE specifically reserves an unrestricted right of entry for the purpose of State Highway maintenance and inspecting all improvements, safety conditions and work located on the LOT areas covered by this Agreement to ensure the protection, maintenance, and operation of freeway structures, facilities, and appurtenances and conformance with the terms of this Agreement..
34. STATE shall attempt to operate and maintain its State Highway and adjacent facilities in such a manner as to not adversely affect or compromise the safety or operation of the PARK AND RIDE.
35. Any significant revision by AGENCY in the design, construction, or use of the PARK AND RIDE for which the LOT was made available must first receive prior review and

- approval by STATE via an Encroachment Permit Rider request process. All costs associated with this review work shall be borne by AGENCY.
36. STATE reserves the unlimited right to (A.) implement transverse crossings of its State Highways, including AGENCY's joint use area, and (B.) develop the airspace above the LOT joint use area in the future. AGENCY agrees that the granting of this joint use herein shall not preclude the future development by STATE of multiple use(s) of STATE's LOT and adjacent properties on which or near the PARK AND RIDE is located.
  37. AGENCY consents and covenants to pay, unless otherwise required by law, all reasonably necessary costs associated with the future relocation of PARK AND RIDE to the extent that this PARK AND RIDE may interfere with future additions, extensions, enlargements or other modifications of STATE's facilities. In this context, "reasonably necessary" includes STATE having explored, at AGENCY's sole expense, all other reasonable alternatives for accommodating STATE's proposed expanded use(s) without requiring relocation of the PARK AND RIDE. Should there be an alternative to the relocation of the PARK AND RIDE facility acceptable to STATE, AGENCY may elect to fund any additional costs incurred by STATE to effectuate that alternative in lieu of AGENCY relocating the PARK AND RIDE. Such alternatives, if exercised, shall not abrogate AGENCY's continuing duties hereunder as respects future additions, extensions, or expansions of STATE's facilities as may be necessary in the future. STATE shall notify and make available to AGENCY all plans pertaining to the potential STATE modification of this AGENCY joint use area.
  38. AGENCY shall have no right to enter AGENCY's joint use PARK AND RIDE areas from the State Highway except as expressly permitted by STATE, nor shall AGENCY have any right of entry from AGENCY's joint use areas to a State Highway except as specifically identified in Exhibit B.
  39. In the event of an emergency occurring in the PARK AND RIDE area, the first entity at the site of the emergency will take any necessary measures to protect STATE facilities, the PARK AND RIDE, and the traveling public. If STATE is first at the site, STATE will notify AGENCY as soon as possible and if AGENCY is first at the site, AGENCY will notify STATE as soon as possible.
  40. In those instances where AGENCY has acquired railroad right of way encumbered with easements for STATE's highway purposes and/or encumbered with construction and maintenance agreements for STATE's HIGHWAY-RIGHT-OF-WAY, nothing herein shall be construed as relieving either AGENCY or STATE from pre-existing rights and obligations established in those easements and/or agreements.
  41. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development or design of State Highways and a PARK AND RIDE different from the standard of care imposed by law.
  42. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY under or in connection with any work, authority or jurisdiction conferred upon AGENCY or arising under this Agreement. It is understood and agreed that AGENCY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse

condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AGENCY under this Agreement.

43. Neither AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless AGENCY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
44. Prior to the commencement of any construction activity within the LOT or adjacent State Highway right of way, either STATE or AGENCY may terminate this Agreement by written notice to the other party.
45. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
46. This Agreement shall be effective upon the date of its execution by STATE, it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of AGENCY to maintain other designated areas pursuant to prior written notice from the STATE that work in such areas, which AGENCY has agreed to maintain pursuant to the terms of another agreement, has been completed.

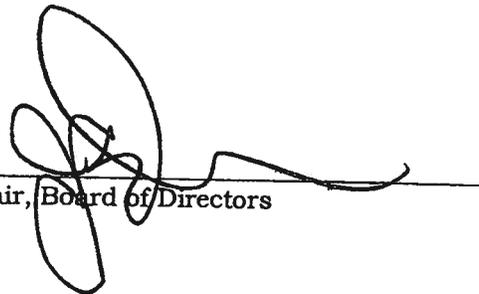
47. This Agreement shall terminate upon mutual agreement of AGENCY and STATE or satisfactory completion of all post-PARK AND RIDE construction obligations of AGENCY and the delivery of required PARK AND RIDE construction documents, with concurrence of STATE, or on December 31, 2011, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PARK AND RIDE be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

STATE OF CALIFORNIA  
Department of Transportation

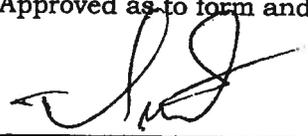
NAPA COUNTY TRANSPORTATION AND  
PLANNING AGENCY

WILL KEMPTON  
Director

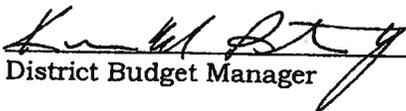
By:   
Deputy District Director

By:   
Chair, Board of Directors

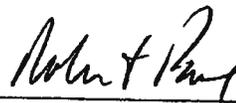
Approved as to form and procedure:

  
Attorney  
Department of Transportation

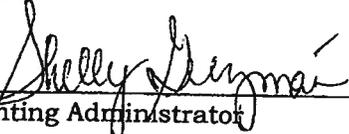
Certified as to budgeting of funds:

  
District Budget Manager

Approved as to form:

  
Attorney

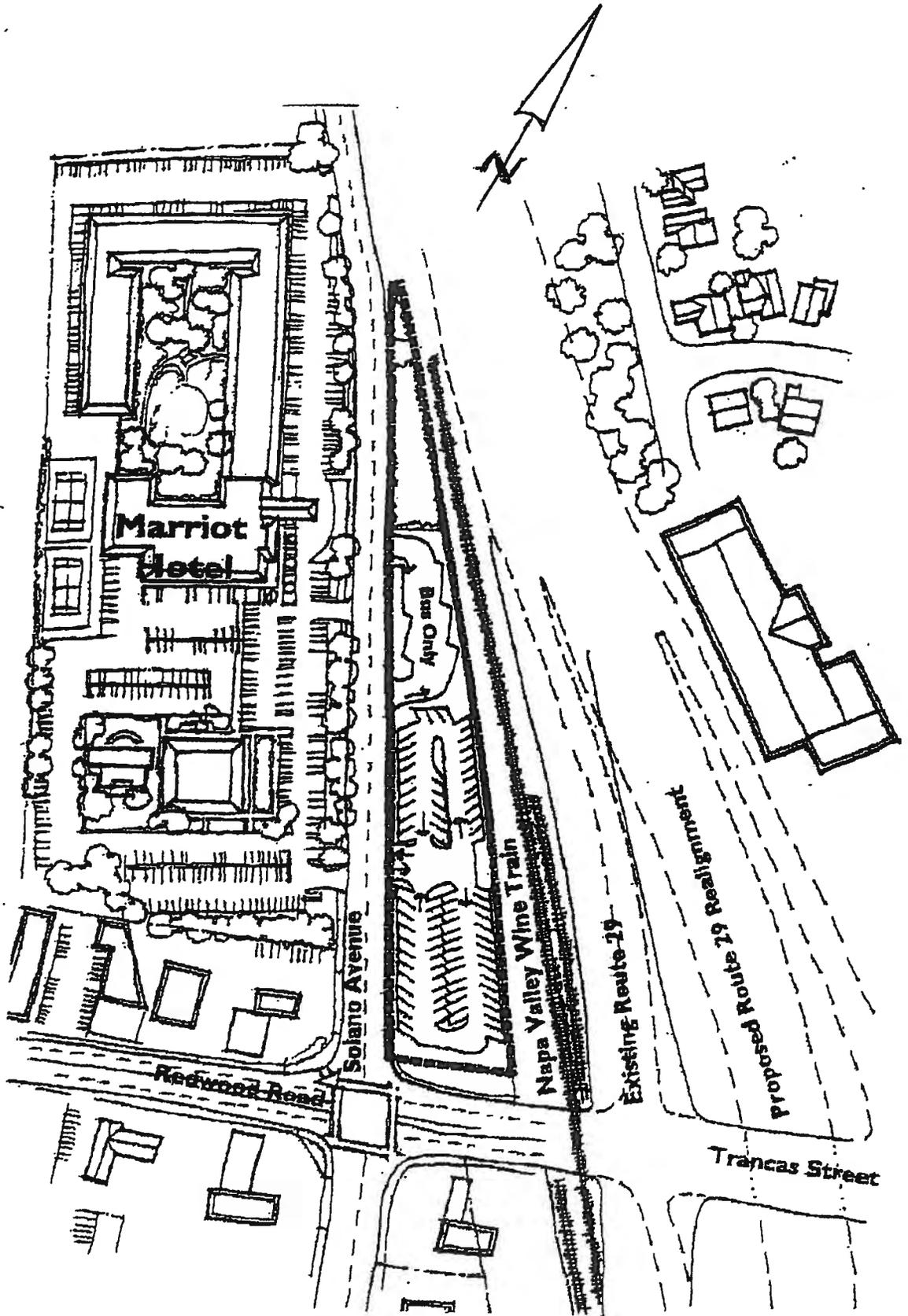
Certified as to financial terms and  
conditions:

  
Accounting Administrator

**EXHIBIT A**  
**COST ESTIMATE**

Item	CITY
PA&ED	\$120,000
PS&E	90,000
R/W Support	0
R/W Capital	0
Construction Capital	650,000
Construction Support	50,000
<b>Total</b>	<b>\$910,000</b>

EXHIBIT B





707 Randolph Street, Suite 100 • Napa, CA 94559-2912  
Tel: (707) 259-8631  
Fax: (707) 259-8638

## RESOLUTION NO. 08-26

### A RESOLUTION OF THE NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY ACCEPTING LEAD AGENCY STATUS FOR THE PARK AND RIDE LOT AT TRANCAS STREET/STATE ROUTE 29 AND FINDING THE CITY OF NAPA'S NEGATIVE DECLARATION FOR THE PROJECT ADEQUATE

**WHEREAS**, the Napa County Transportation and Planning Agency (NCTPA) has agreed to accept Lead Agency status and responsibility from the City of Napa for the construction of a Park and Ride Lot at the intersection of Trancas Street and State Route 29 (Project) in the City of Napa; and

**WHEREAS**, NCTPA is entering into a Cooperative Joint Permitted Use and Maintenance Agreement with the California Department of Transportation to allow construction of the Project; and

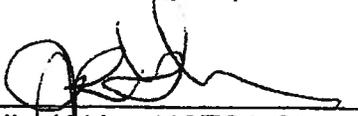
**WHEREAS**, the City of Napa, by Resolution R2001 221, adopted a Negative Declaration which analyzed the Project under the provisions of the California Environmental Quality Act (CEQA), and copies of said Negative Declaration are available for inspection at the offices of NCTPA located at 707 Randolph Street, Suite 100, Napa, CA ; and

**WHEREAS**, NCTPA has reviewed the Negative Declaration and finds the Negative Declaration adequately analyzes the Project and none of the conditions under CEQA Guideline Section 15162 exist requiring further environmental analysis; and

**WHEREAS**, CEQA Section 15051 (d) allows lead agencies to transfer lead agency status to another entity; and

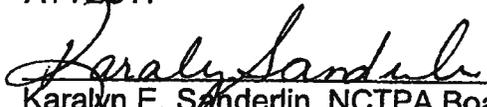
**NOW, THEREFORE, BE IT RESOLVED** that the Napa County Transportation and Planning Agency does hereby find the Negative Declaration previously prepared for the Project is adequate, agrees to implement the called for mitigation measures, and accepts Lead Agency status for Project.

Passed and Adopted the 17<sup>TH</sup> day of September 2008.

  
\_\_\_\_\_  
Jim Krider, NCTPA Chair

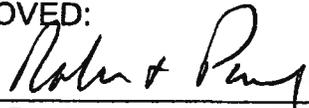
Ayes: **GARCIA, DUNSFORD, GINGLES,  
KRIDER, TECHEL, DODD, DILLON,  
BRITTON, ROSA, SAUCERMAN**

ATTEST:

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

Noes: **NONE**

APPROVED:

  
\_\_\_\_\_  
Robert Paul, NCTPA Legal Counsel

Absent: **COFFEY, POTTER**



September 19, 2012  
NCTPA Agenda Item 8.14  
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:** SR29 Gateway Corridor Improvement Plan Study Steering Committee

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board establish a Project Steering Committee for the SR29 Gateway Corridor Improvement Plan Study, to be made up of the Mayors of the City of Napa, the City of American Canyon, and the City of Vallejo, a staff person from CalTrans, and the Chairperson of NCTPA.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

NCTPA has been awarded a Caltrans Community-Based Planning Grant to produce the SR29 Gateway Corridor Improvement Plan. The Plan development process will include active management by a Staff Working Group, extensive citizen participation via a Citizens Advisory Council, and project oversight by the Project Steering Committee. It is envisioned that the Committee will meet three times over the next 18 months as the Plan is developed, as well as, one to two meetings in the summer of 2013 to finalize the Plan.

### **PROCEDURAL REQUIREMENTS**

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

**FINANCIAL IMPACT**

Is there a fiscal impact? No.

Is it currently budgeted? Yes. CalTrans Planning Grant Agreement No. 04A3869.

Is it Mandatory or Discretionary? Discretionary

Consequences if not approved: Elected officials from affected jurisdictions will not have direct oversight of the project.

**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**

This project creates a "Gateway Corridor Improvement Plan" for this major community corridor bringing together diverse stakeholders across three jurisdictions, connecting ferry, auto, truck, bus, rail, air, bicycle and pedestrian modes. It addresses the needs of residents, visitors, businesses and school children focusing on community-based solutions to improve corridor safety, aesthetics and mobility.

The project will address 13.3 miles of the SR29 corridor between the City of American Canyon and the multi-modal transit center at Redwood Road and Trancas Street in Napa. It will also address linkages to the Vallejo Transit Center/Ferry Terminal, the new downtown Napa transit center (under construction) and incorporate input from planning work currently underway in the Sonoma Boulevard corridor (SR29) in the City of Vallejo. Two thirds of the project effort will be devoted to SR29 in American Canyon. The route passes through both urban and rural areas, as well as, industrial/business parks adjacent to the Napa County Airport, and adjoins an active freight rail line. There is existing fixed route and paratransit bus service along the corridor. A continuous Class 1 bikeway (The Napa Valley Vine Trail) is currently being planned and built along the corridor and extensive additional bicycle facilities are also being planned nearby in association with the Bay Trail program. The corridor also serves the Napa County airport and nine industrial/business parks located between the Cities of Napa and American Canyon. Altogether this is the most active transportation corridor in Napa County and also provides a major point of access between the rest of the Bay Area region and Napa County. Within American Canyon, SR29 also serves as the city's main thoroughfare and must provide access to places visited by local residents and regional customers needing retail goods and services. Future development of transportation infrastructure in this corridor has a potential to provide even greater multi-modal access

for thousands of local residents, daily commuters and millions of yearly visitors to Napa County. This corridor is the most rapidly changing area in Napa County and this project will energetically organize comprehensive community and stakeholder input to help plan most effective use of the existing and planned transportation system. The Plan will address context-sensitive design solutions for existing and planned arterials including SR29 and its connections to SR37, SR12, SR121, SR221 as well as potential expansions of parallel arterials in the City of American Canyon.

The SR29 study is funded by CalTrans Agreement No. 04A3869 in the amount of \$300,000. Eliot Hurwitz is the NCTPA Project Manager for this study.

A Request for Proposal process has led to the selection of the firm of Dyett and Bhatia as lead consultant for the project, which had its first staff kick-off meeting on August 30<sup>th</sup>.

#### **SUPPORTING DOCUMENTS**

Attachment: (1) Project Kick-off packet, including Project Scope of Work, Project Timeline and Staff Working Group Roster

## 6 Detailed Work Plan and Schedule

### TASK 1: PROJECT START-UP AND PROJECT OVERSIGHT

*This task will launch the project by: setting its structure for guidance and oversight, refining the scope of work to address concerns, and setting shared expectations around project objectives and outcomes. We agree with the project oversight structure set forth in RFP subtask 2.5, which establishes:*

- NCTPA staff for day-to-day guidance;
  - A Community Advisory Committee (CAC) for community and stakeholder input;
  - A Corridor Working Group (CWG) for technical guidance;
  - A Corridor Steering Committee (CSC) for project review and direction; and
  - Final authority residing with elected officials from involved jurisdictions.
- 1.1: Create Gateway Corridor Steering Committee (CSC) and Corridor Staff Working Group (SWG). NCTPA staff will consult with participating jurisdictions and establish the CSC and SWG.
  - 1.2: Kick-Off Meeting. Key persons from Dyett & Bhatia (D&B), Fehr & Peers (F&P), Bottomley Design and Planning (Bottomley), and BKF Engineering (BKF) will meet with NCTPA staff to review and refine expectations for the project's scope of work, timeline, budget, and management protocols. Corridor Staff Working Group (SWG) members might also attend the kick-off meeting to help align project expectations.
  - 1.3: CSC Meeting #1. As noted in RFP subtask 2.5, the CSC will meet to formally kick-off the project. D&B, F&P and NCTPA staff will provide the CSC with an overview of the project's purpose, technical process, and outreach efforts. A timeline will be provided highlighting milestone projects requiring CSC review. CSC questions and concerns will be recorded.

TASK 1 PRODUCTS
<ul style="list-style-type: none"> <li>• Kick-Off Meeting with Staff (and possible SWG attendance)</li> <li>• Memo summarizing scope of work refinements and expectations</li> <li>• CSC Meeting #1 presentation, facilitation, agenda, and minutes</li> </ul>

### SUMMARY OF MEETINGS

Milestone	Staff	SWG	CAC	CSC
Kickoff	#1	Optional	--	#1
Existing Material	#2 w/ SWG	#1	--	--
Vision	#3 w/ SWG	#2	--	#2
Model Methodology	#4 w/ SWG	#3	--	--
Admin CAC Draft Plan	#5 w/ SWG	#4	--	--
CAC Draft Plan	#6 w/ SWG	--	#3, 4, 5	--
Admin Draft Final Plan	#7 w/ SWG	#5	--	#3, 4
Final Plan	Public Hearing with Jurisdictions' Decision Makers			

## **TASK 2: ONGOING COMMUNITY AND STAKEHOLDER OUTREACH**

*The foundation for informed decision-making and broad support for the Plan will be laid by an effective process for reaching out to and successfully engaging community members and other stakeholders.*

*Public outreach will be extensive, multifaceted, and multicultural. D&B will lead efforts to connect with every corner of the community in dynamic ways so people can access information and participate directly in the decision-making process. Outreach efforts will support all community engagement activities. Special efforts will be made to engage populations who tend to be underrepresented such as low-income households and minorities.*

*A thoughtful and well-executed community involvement plan will align divergent interests, build broad support for the plan, and set a foundation for implementing the plan. Outreach and engagement will ensure that stakeholders who have a direct say in parts of the Corridor where they have a direct interest.*

*Visual simulations, real-time traffic simulations, and other techniques will communicate technical and community character concepts clearly.*

*D&B will facilitate outreach and engagement activities, and we will ensure that planning and design work by subconsultants responds fully to conditions, client needs, and principles for land use / transportation integration. Policy recommendations will be consistent, effective, context-sensitive and easy-to-use.*

### **2.1: Outreach Initiation and Issue Identification.**

- *Outreach to Stakeholders.* We will identify specific individuals to contact in consultation with the Staff Working Group and through extensive networking. A unified contact list will be created. Telephone interviews will encourage participation and explore issues.
- *Community-Based Organizations.* We will connect with leaders of religious communities, service providers, schools, and neighborhood associations in the area.
- *Social and Environmental Justice.* We will connect with North Bay leaders in social and environmental justice. News releases will be published in environmental justice forums.
- *Merchants and Other Business Owners.* We will connect with representatives of local business communities. News releases will be published in merchant and business forums.
- *Advocacy Organizations.* Stakeholder outreach will extend to advocacy groups who may have an interest in the project, such as City of Napa's Bicycle and Trail Advisory Commission, Napa County Bicycle Coalition, environmental advocacy groups, etc.
- *Stakeholder Focus Groups on Issues.* In back-to-back focus group meetings, we will interview stakeholders with similar interests in focus groups. Focus group interviews will consider issues in depth.
- *Establish Community Advisory Committee (CAC).* SWG Meeting #1 will recommend individuals who should serve on the CAC, after the stakeholder focus groups. (SWG Meeting #1 will also review existing plans and studies as described in 3.2.)

### **2.2: On-Going Information and Media Program.**

- *Project Website.* We will work with NCTPA's information technology staff or service provider to develop a website. We will recommend how the site should be organized and we will be responsible for on-going content in English and Spanish.

- *Press Releases.* We will develop and distribute six to eight press release packets in English and Spanish which will introduce the project, occur before public meetings, summarize results from public meetings, and highlight project recommendations.
  - *New Media.* We will create a Facebook page and post relevant excerpts of press releases on blogs that may be followed by local stakeholders, such as for merchant associations or environmental justice advocacy.
- 2.3: **Community Advisory Committee Meetings.** D&B will facilitate five CAC meetings. These meetings are described in Task 3 to correspond with product milestones. The CAC formation will spring from stakeholder outreach in 2.1.
- 2.4: **Public Meetings.** Three Corridor segments will be considered during community charrettes: agricultural lands/industrial parks, American Canyon, and Vallejo. These segments correspond best with the interests of stakeholder groups. For example, trail and open space advocates and industrial land owners have overlapping interests in an area that extends from northern American Canyon to Napa. Visioning and Plan recommendations are likely to correspond with shorter characteristically uniform segments as described in Task 3.
- *Charrettes on Vision and Community Character.* Three 2-hour charrettes will be held where participants will have an opportunity to envision what the SR29 Corridor segments can become as both a transportation facility and as a series of places.
    - Present menu of place types as a tool for envisioning the future of Corridor segments. Each place type describes development character, including the connection between circulation improvements and abutting uses, and photographs of built precedents.
    - Explain principles of context-sensitive functional and design corridor relationships.
    - Participants will collaborate in small groups to envision the future of Corridor segments. Gamepieces that represent place types will be placed on opportunity and constraints maps depicting development and circulation routes surrounding the corridor.
    - Consultant team members will help sketch ideas generated by each group while acting as neutral facilitators.
    - Each group will present its vision; common themes will be identified.
    - Our design and planning experts will begin to synthesize results in a series of diagrams that will be presented for comment.
  - *Charrette on Concept and Options.* We will return to the public and conduct three 2-hour charrettes after we have developed a Vision for the Corridor (subtask 3.1) and made preliminary recommendations that have been vetted by the SWG (subtask 3.5). At this stage, design options will remain along Corridor segments and community input on those options will help inform decision making.
    - Present character and performance of initial recommendations and options.
    - Describe character of development options using drawings and visual simulations.
    - Community members will work in small groups to discuss recommendations and options. Preferences and revisions will be suggested.
    - Each group will present their preferred scheme; common themes will be identified.
    - Synthesize results in a series of drawings that will be presented for comment.
- 2.5: **Create CSC and SWG.** Please see subtask 1.3.

**TASK 2 PRODUCTS**

- Direct Outreach to CBOs, social/environmental justice leaders, merchants and other business owners, and advocacy organizations, with contact list, meeting/phone logs, summary memo
- Stakeholder Focus Groups with interview preparation, day of interviews, notes, summary memo
- SWG Meeting #1 agenda, recommended CAC roster, and minutes
- Project website outline and content; Coordination with information technology staff or service provider
- Bilingual Press Releases (6-8), accompanied by blog posts with relevant excerpts
- CAC Meetings (5) with agendas, presentations, facilitation, and minutes
- Charrettes on Vision and Community Character (3) with agendas, presentations, facilitation, design synthesis, minutes, and preparation materials
- Charrettes on Concepts and Options (3) with agendas, presentations, facilitation, design synthesis, minutes, and preparation materials

**TASK 3: DEVELOP PLAN COMPONENTS**

*The D&B team will develop a Vision and Improvement Plan for the corridor by engaging stakeholders, the community, and the CAC, and by working closely with the SWG and CSC.*

*The Vision and Plan must recognize different conditions and aspirations along the Corridor. Our "Project Understanding" has explained how we have defined Corridor segments to correspond with abutting uses and to correspond with characteristically different stakeholders and community interests.*

- *City of Napa.* Fehr & Peers will lead planning and design efforts to enhance transit and manage congestion. Stakeholder meetings will be facilitated by D&B. Because enhancements will be limited and technical in nature, no community meetings/charrettes are proposed for this segment.
- *Agricultural Land (Unincorporated Napa County).* Fehr & Peers will lead Planning and design efforts focused on bicycle/multi-use trails and continuing transit/congestion management enhancements. D&B will facilitate meetings with property owners and stakeholders. Bottomley will recommend landscape elements and design features, such as rest areas, fencing, and appropriate lighting.
- *Industrial Parks (American Canyon and Unincorporated Napa County).* Access requirements and enhancements for industrial uses will be addressed by F&P. D&B will facilitate engagement with property owners and other stakeholders. Bottomley will recommend appropriate landscape elements and design features.
- *American Canyon.* Community outreach and direct participation at charrettes will be critical, as the development of a clear vision for the future will determine design recommendations to a large extent. Where commercial uses front SR29, a compact pattern of mixed-use development will be among the options explored. Where residential uses back on to SR29, noise and air quality mitigations will be explored.

*Bottomley will serve as design lead because of his extraordinary expertise in designing and implementing multi-modal boulevards. F&P will provide technical support and ensure the highest attainable levels of transportation performance. D&B will facilitate stakeholder and community involvement, and use its expertise with land use / transportation integration to assure exploration of appropriate responses. D&B will also develop development guidelines and address consistency between recommendations and existing zoning and policies.*

- *Vallejo North of SR37.* Because urban uses and conditions in this segment are comparable to American Canyon's, our approach will be similar. But while conditions and issues may be similar, the D&B team will engage the Vallejo community so stakeholders and decision makers can define their own vision and set separate design and planning priorities.
- *Vallejo South of SR37.* Planning and design for this segment is already being addressed by the City of Vallejo's Sonoma Boulevard Corridor Design Plan. F&P is the transportation subconsultant for the Sonoma Boulevard effort and will review its recommendations from the perspective of systemwide performance and with the advantage of this project's analytical tools.

*F&P will recommend bus-to-ferry performance enhancements, such as signal technology strategies. We will look at near-term and long-term options, including the feasibility of rail service along existing tracks. We can also include an examination of alternative routes for express buses from Napa to the ferry, such as along SR 37 and Mare Island Boulevard.*

- 3.1: Develop a Vision for the Gateway Corridor (D&B).** A character-based Vision for the Corridor will ensure that Plan recommendations advance the quality of life aspirations held by Corridor communities. To articulate the Vision we will develop plan diagrams for the Corridor that focus on place types and context-sensitive design relationships. We will also develop planning principles and thematic guidelines for each different Corridor segment. Our process will develop a Vision that is based on the Charrette on Community Character and Vision, guidance received by the CAC and SWG, and direction from the CSC. We will synthesize the Charrettes on Vision and Community Character into draft plan diagrams and planning principles. Alternatives will be developed for diverging views. A report will summarize the community-based Vision in narrative, maps and diagrams, along with planning principles, thematic guidelines, and description of community and stakeholder process.
- *SWG Meeting #2:* Consider draft diagrams/narrative for the Vision, in light of Charrette results. (SWG Meeting #1 will discuss existing studies and existing plans as part of subtask 3.2.) We will revise Vision diagrams and planning principles based on SWG guidance.
  - *CAC Meetings #1 and #2:* Guide the Vision. The CAC will become familiar with place/circulation prototypes from the Charrette, consider the Charrette's results, and review our draft diagrams and principles. We will facilitate CAC discussion on what the character-based Vision for the Corridor should be. At meeting #2 we will seek consensus around a single Vision or just a few alternatives.
  - *CSC Meeting #2:* Give review and direction for revisions to Vision diagrams, planning principles, and thematic guidelines.
- 3.2: Summarize Existing Studies and Plans.** We will synthesize and provide an easy-to-access summary of studies, plans, policies, and programs, which are relevant to this planning effort.
- F&P will gather and review all available circulation, transit, bicycle, and pedestrian studies and plans, which apply to the corridor.
  - D&B will review land use, community character, and other plans and policies that relate to each jurisdiction's vision for the corridor and land use/circulation integration.
  - SWG meeting #1 (see Task 2) will discuss our initial summary of materials to gain a deeper understanding of conditions and considerations.
  - Policies will be synthesized within a matrix for easy review, ease of use, and to compare project recommendations with established policies.

- 3.3: Traffic Conditions and Modeling.** F&P will initiate this task with a working session to identify a methodology to update the Napa-Solano Travel Demand Model (N-STDM) and with a focused discussion on how to best incorporate local travel projections. Following this working session and documentation of an agreed upon methodology, F&P will update the N-STDM in order to provide for analysis of land use/transportation scenarios developed in Task 4. In SWG Meeting #3, F&P will meet with the Working Group and other invited technical experts to review and identify refinements to its modeling methodology.

Based on the outcome of the SWG working session, the American Canyon 2012 General Plan Circulation Element, usable findings from the South County SR29 Study (2005), and other relevant information sources, F&P will develop traffic projections for SR29 and key connecting streets. F&P will use the N-STDM to analyze existing conditions and projected future year (2035) for weekday peak commuter period and weekend visitor peak travel demand.

Fehr & Peers' scope and budget include an optional task for weekend peak period counts.

- 3.4: Develop Programs and Projects with Priorities and Financing Plan.** The D&B team will make program and project recommendations to enhance the corridor, and will generally correspond with the Corridor segments introduced above. Recommendations will address objectives noted in the RFP and those discovered as part of the visioning process. We will evaluate the programs and projects ability to meet objectives, and communicate relative performance using a matrix.

- *Transportation Improvements and Programs.* F&P will catalogue potential transportation improvements and programs, including non-construction measures. The catalogue will include new and existing-but-not-implemented measures. F&P and D&B will evaluate the extent to which improvements and programs advance objectives noted in the RFP and discovered as part of the visioning process.

Fehr & Peers will prepare and present a summary technical memorandum address the current (2012) and future year (2035) operational challenges for the corridor, by corridor segment based on the Task 3.3 findings. We will then present discussion of corridor wide and segment level solutions that respond to the specific operational and capacity challenges identified and that respond to the goals, strategies and objectives for each segment.

Potential solutions that may be integrated into this discussion, depending on segment, include:

- SR29 widening to allow a mixed-flow 6-lane or 8-lane facility
- SR29 widening to allow 4 lanes of mixed flow with the addition of one travel lane in each direction to provide for (a) dedicated transit; or, (b) high occupancy travel lanes
- Parallel/alternative routes providing congestion relief or mode specific alternative routes (Newell Drive extension; others)
- Bicycle/pedestrian corridor improvements (Vine Trail, San Francisco Bay Trail)
- Intelligent Transportation Systems (ITS) including adaptive signal timing, changeable message systems, or other strategies implementable on a State Route corridor

We will develop transportation improvement concepts in sufficient detail to understand requirements for right-of-way, roadway widening, intersection modifications, and other operational and programs measures to adjust roadway function. We will prepare planning level cost estimates with BKF based on current Caltrans unit cost information and supplemented with local Napa County project cost data where required and available.

We will prepare a segment alternatives matrix to categorize the identified improvements, summarize capital requirements, lead and supporting partner agencies, and costs.

- *Prioritization and Due Diligence.* Community Advisory Committee input, Staff Working Group guidance, and the Corridor Steering Committee direction will set priorities for transportation improvements and programs. BKF Engineers will review design recommendations and to work with the team to develop design solutions that are effective from the standpoint of cost and infrastructure feasibility.

BKF Engineers will work with F&P to develop planning level cost estimates for transportation improvements and programs identified as priorities with focus given to the South Kelly Road to Mini Drive section. Estimating will be based on similar projects completed within the Bay Area region.

- *Financing Plan.* EPS will identify financial resources and mechanisms that can be leveraged to fund Corridor improvements and related maintenance costs—both existing and new sources, ranging from area-specific mechanisms to county/regional mechanisms, and those that are funded by existing residents and businesses to those generated by new development along the Corridor. Potential sources include development impact fees, Community Facilities Districts, sales tax revenues, other local and/or countywide taxes requiring voter approval, vehicle registration fees for transportation revenues, regional and state funding sources, and grants.

EPS will assess whether improvements and priorities are financially achievable by applying funding and industry norms regarding debt financing thresholds. The analysis will be based on costs identified for each of the programs and physical improvements envisioned for the Corridor and financing resources and mechanisms identified in the preceding task. EPS will work iteratively with the planning team to formulate potential refinements to the improvement plan, including design and phasing options, needed to ensure financial feasibility. EPS will prepare a financing strategy that includes a policy framework and set of financing recommendations to be included in the Implementation Plan document.

- *Governance.* Because the SR29 Corridor spans multiple jurisdictions, a variety of intergovernmental agreements may be required to monitor and implement the multi-jurisdictional projects and programs. Intergovernmental agreements help to achieve a common interest, including the provision of regional services and the sharing of public revenues. EPS and D&B will identify governance options, detailing the benefits and disadvantages of each, and make a recommendation.
- *Land Use, Zoning and Urban Design.* D&B will review existing land use policies and zoning regulations for consistency with the Vision, as well as suggested future planning activities for realizing the Vision in each jurisdiction. A set of urban design guidelines will be provided to describe Vision-based fundamentals for buildings and private development.

### 3.5: Corridor Implementation Plan. The Final Plan will contain:

- Executive Summary
- Project Objectives, Authority, Process, and Setting
- Vision
- Transportation Program and Project Recommendations
- Community Character Recommendations

We will develop the Plan by developing a draft Plan for CAC review and recommendation. As the CAC Draft is being developed, we will hold the second set of Charrettes on Concepts and Options (see subtask 2.4), so the CAC can review this valuable input. The SWG and Staff will provide review and guidance. CSC direction will be the basis of the Final Draft (subtask 4.1) and will build on CAC recommendations. The CAC draft and review process follows:

- Administrative Draft Developed by Consultants
- *SWG Meeting #4*: Review Administrative Draft
- Charrette on Concepts and Options (see subtask 2.4)
- Revised Checkprint Draft with review by Staff
- Revised CAC Draft and Distribution
- *CAC Meeting #3*: Introduce Draft and Key Concepts
- *CAC Meeting #4*: Identify Potential Amendments
- *CAC Meeting #5*: Recommend Draft with Amendments
- Summarize CAC Process and Recommendations with Staff

<b>TASK 3 PRODUCTS</b>
<ul style="list-style-type: none"> <li>• Memorandum synthesizing Charrettes on Vision and Community Character</li> <li>• Meetings SWG #2, #3 and #4, and CSC #2 (for CAC meetings and SWG #1, see Task 2)</li> <li>• Report on community-based Vision, with planning principles and guidelines</li> <li>• Report synthesizing existing studies, plans, policies and programs, with matrix for ease-of-use</li> <li>• Memorandum on traffic conditions and modeling</li> <li>• Report on recommended Programs and Projects</li> <li>• Corridor Implementation Plan (with Admin and Checkprint Drafts and CAC Amendments)</li> </ul>

**TASK 4: FINAL PLAN PREPARATION AND HEARINGS**

**4.1: Prepare Final Plan.** The CSC will have representation from all participating jurisdictions.

- *CSC Meeting #3*: review CAC Recommendations and to set direction of Final Draft
- Administrative Draft developed by Consultants
- *SWG Meeting #5*: Review Administrative Draft
- Revised Administrative Draft for CSC Review
- *CSC Meeting #4*: Review and finalize Final Draft
- Revised Checkprint Draft with review by Staff
- Print and Distribute Public Review Draft

**4.2: Present and Accept Final Plan.** We will present the Final Plan to decision makers (described in RFP subtask 4.2) in a joint meeting and Public Hearing. Our presentation will describe the project’s objectives, the planning process, the Vision, and recommendations for transportation improvements and programs. Community character recommendations will be noted. Questions will be answered and concerns will be noted.

We will seek endorsement by each decision-making body. If a decision-making body has reservations, we will ask that it endorses the Plan with reservations, and that the body forward a written statement of reservations to NCTPA for consideration which will appear as an appendix to the Plan, and may be the basis for a revised version of the Plan.

**Proposal for Napa County Transportation and Planning Agency  
SR29 Gateway Corridor Improvement Plan Study**

As an additional service, consultant team members can meet with individual decision-making bodies to develop recommendations that address concerns. We can also address concerns in a revised and fully supported Plan using a to-be-defined process.

<b>TASK 4 PRODUCTS</b>
<ul style="list-style-type: none"> <li>• Meetings: CSC #3 and #4, SWG #5</li> <li>• Final Plan (with Admin and Checkprint Drafts)</li> <li>• Public Hearing with draft staff report, presentation, minutes and facilitation</li> <li>• Appendix to Final Plan with "Statements of Reservations" by separate jurisdictions</li> <li>• Additional Service: coordination with decision-making bodies from individual jurisdictions and additional joint meetings to develop Plan having support without reservations</li> </ul>

<b>UNIQUE PRACTICES AND INNOVATIONS</b>
<ul style="list-style-type: none"> <li>• Transportation Analysis "Quick Response Tools" QRT to address:               <ul style="list-style-type: none"> <li>- 4Ds Transportation Demand Forecasting model. Improves the sensitivity of travel models to a number of land use variables such as density, diversity, design, and destinations.</li> <li>- LOS+ Multi-Modal Level of Service Analysis Tool. Analyzes roadway segment LOS for auto, pedestrian, bicycle and transit modes</li> </ul> </li> <li>• GHG VMT Estimator (<a href="http://www.fehrandpeers.com/vmt-greenhouse-gas-emissions-estimator-beta/">http://www.fehrandpeers.com/vmt-greenhouse-gas-emissions-estimator-beta/</a>)</li> <li>• Charrettes on vision, community engagement, concepts, and options</li> <li>• New media tools for outreach</li> <li>• Place-based urban design of roadways</li> <li>• Place-based guidelines for development</li> <li>• Financing strategies to align projects and programs with funding</li> <li>• Best practices based on "Livable Transit Corridors: Metrics and Strategies"</li> </ul>

	<i>Task 1</i>	<i>Task 2</i>	<i>Task 3</i>	<i>Task 4</i>	<b>TOTAL</b>
	<i>Project Start-up</i>	<i>Ongoing Community/ Stakeholder Outreach</i>	<i>Develop Plan Components</i>	<i>Final Plan Preparation and Hearings</i>	
<b>Dyett &amp; Bhatia</b>					
Rajeev Bhatia, Principal	5	11	12	4	32
Matt Jaeger, Principal	20	115	130	40	305
Senior Associate, Sophie Martin	5	145	190	45	385
Designer, Helen Brown	0	65	180	60	305
Project Associate	0	35	30	15	80
<b>Sub-Total</b>	<b>30</b>	<b>371</b>	<b>542</b>	<b>164</b>	<b>1107</b>
<b>Fehr &amp; Peers</b>					
Chris Mitchell, Principal	8	8	28	4	48
Ian Moore, Senior Associate	8	24	58	12	102
Senior Engineer	8	20	82	20	130
Engineer	0	16	130	12	158
Tech/Admin	4	8	38	4	54
<b>Sub-Total</b>	<b>28</b>	<b>76</b>	<b>336</b>	<b>52</b>	<b>492</b>
<b>Bottomley Design &amp; Planning</b>					
Terry Bottomley, Principal	8	40	45	13	106
Associate	0	0	40	20	60
Designer	0	30	60	10	100
Project Assistant	0	0	10	0	10
Admin	0	5	10	5	20
<b>Sub-Total</b>	<b>8</b>	<b>75</b>	<b>165</b>	<b>48</b>	<b>296</b>
<b>BKF Engineers</b>					
Dan Schaefer, Principal	3	2	26	2	33
Robert Stevens, Project Manager	0	0	8	0	8
Brock Roby, Engineer	6	32	46	4	88
Design Engineer	0	0	22	0	22
<b>Sub-Total</b>	<b>9</b>	<b>34</b>	<b>102</b>	<b>6</b>	<b>151</b>
<b>Economic &amp; Planning Systems</b>					
Jason Moody, Principal	4	0	24	1	29
Ashleigh Kanat, Project Manager	4	0	34	4	42
Research Analyst	0	0	12	0	12
Admin	0	0	2	1	3
<b>Sub-Total</b>	<b>8</b>	<b>0</b>	<b>72</b>	<b>6</b>	<b>86</b>
<b>TOTAL HOURS</b>	<b>83</b>	<b>556</b>	<b>1217</b>	<b>276</b>	<b>2132</b>

*Proposed hours by staff by task. A detailed breakdown of hours by staff by sub-task can be found in the enclosed sealed budget document.*

Month	1 Aug	2 Sept	3 Oct	4 Nov	5 Dec	6 Jan	7 Feb	8 Mar	9 Apr	10 May	11 Jun	12 July
<b>PROJECT SCHEDULE</b> SR29 Gateway Corridor Improvement Plan												
<b>Task 1: Project Start-Up &amp; Project Oversight</b> 1.1: Create CSC & SWG 1.2: Kick-Off Meeting 1.3: CSC Meeting #1		1 Kick Off CSC Issues										
<b>Task 2: Ongoing Community/Stakeholder Outreach</b> 2.1: Outreach Initiation and Issue Identification 2.2: On-Going Info. & Media Program (as indicated) 2.3: Community Advisory Committee Mtgs (5) 2.4: Public Meetings (2 sets of 3 Charrettes)		1 Focus groups	1 2 Vision & Character & Options	1 2 Concepts	2 Draft Vision Plan		2 Key Concepts	3 Key Concepts	4 Draft Plan	5 CAC Recommendations		
<b>Task 3: Develop Plan Components*</b> 3.1: Develop a Vision for the Gateway Corridor 3.2: Summarize Existing Studies & Plans : Traffic Conditions and Modeling : Identify Programs & Projects : Corridor Implementation Plan				2 Vision Plan		2 Adopt Vision 3 Model Baseline	3 Implementation Plan 4 Key Concepts & Modeling Assumptions					
<b>Task 4: Final Plan Preparation and Hearings</b> 4.1: Prepare Final Plan 4.2: Present and Accept Final Plan											4 Discussion	5 Adopt Plan

Six months for contingencies. Work must be complete by end of 2012.

- LEGEND**
- Community Steering Committee
  - Community Advisory Committee
  - Public Workshop Charrette
  - Meeting with Staff/Working Group or Key Staff (same day as other meetings when possible)
  - Press Release

**SR29 Gateway Corridor Improvement Plan**

**Staff Working Group**

**City of Napa**

**Eric Whan**

**Rick Tooker**

**City of American Canyon**

**Brent Cooper**

**Michael Throne**

**Napa County**

**Rick Marshall**

**Hillary Gitelman**

**Solano Transportation Authority**

**Robert Guerrero**

**City of Vallejo**

**TBD**

**Caltrans**

**Sergio Ruiz**

**Robert Bregoff**

**NCTPA Staff**

**Hurwitz, Eliot (Project Manager)**

**Kate Miller**

**Danielle Schmitz**

**Kay Consultant Staff**

**Matt Taecker – Dyett and Bhatia – Project Manager**

**Sophie Martin – Dyett and Bhatia**

**Chris Mitchell – Fehr and Peers**

**Terrence Bottomly – Bottomly Associates Design and Planning**



September 19, 2012  
NCTPA Agenda Item 8.15  
Continued From: New  
Action Requested: **INFORMATION**

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

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**TO:** Board of Directors  
**FROM:** Paul W. Price, Executive Director  
**REPORT BY:** Tom Roberts, Program Manager- Public Transit  
(707) 259-8635 / Email: [troberfs@nctpa.net](mailto:troberfs@nctpa.net)  
**SUBJECT:** VINE/VINE Go Service Report: Performance Dashboard

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board receive and file the Transit Performance Dashboard

### **COMMITTEE RECOMMENDATIONS**

None

### **EXECUTIVE SUMMARY**

Agency staff has developed a Transit Performance Dashboard to report key service indicators of importance to the Board. Certain data received from Veolia appear to be in error and staff is investigating.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report (Information only)

### **FISCAL IMPACT**

Is there a Fiscal Impact? No.

### **CEQA REQUIREMENTS**

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

### **BACKGROUND AND DISCUSSION**

In November 2011, staff developed and presented to the Board a one page "Transit Dashboard" which presents key transit service performance indicators. The goal of the document is to concisely present key information in a format that allows more effective and meaningful monitoring of transit performance.

No less than quarterly, the Dashboard is updated and presented to the Board for review. It has come to staff's attention that ridership data represented in the document for July, August, and September 2012 appear to be significantly underreported. An investigation into the cause of the reporting deficiency is underway.

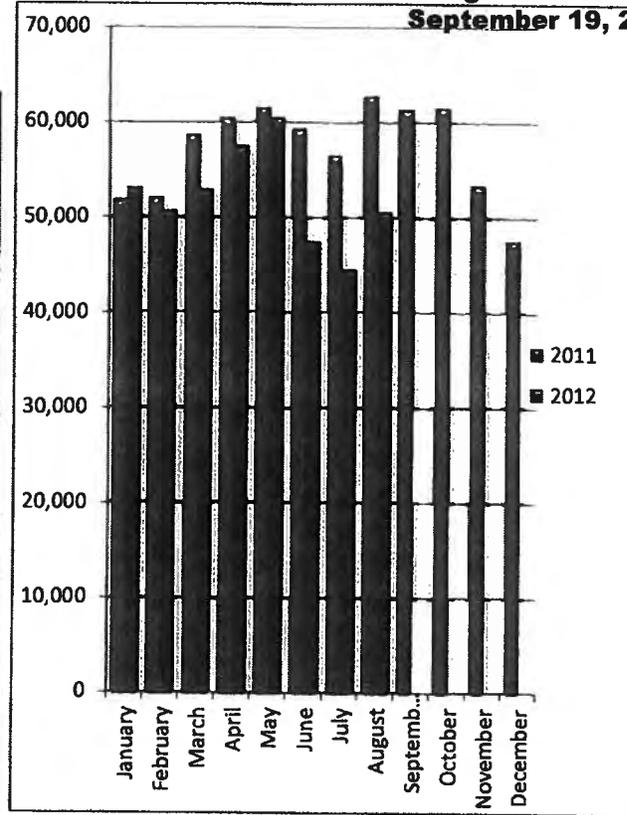
### **SUPPORTING DOCUMENTS**

Attachment: (1) Transit Performance Dashboard

# Transit Performance Dashboard

**ATTACHMENT 2**  
NCTPA Board Agenda Item 8.15  
September 19, 2012

RIDERSHIP and On Time Performance August 2012				
	OTP	August'12	YTD	Last YTD
	August'12			
1A	81.3%	3,598	25,366	26,244
1B	81.5%	1,879	14,248	15,577
2	72.2%	2,680	18,838	24,537
3A	88.9%	2,451	20,607	25,589
3B	92.9%	1,633	16,344	22,417
4	76.4%	3,547	30,746	27,649
5A	82.9%	1,735	14,007	21,089
5B	94.1%	1,164	12,792	15,290
6	93.9%	2,367	17,934	15,300
10	74.7%	17,050	140,816	165,782
25	99.4%	226	310	0
29	88.5%	2,489	17,299	20,786
Trippers		121	4,384	6,793
<b>Vine</b>		<b>40,940</b>	<b>333,691</b>	<b>387,053</b>
AmCan		2,268	19,016	14,770
Calistoga		1,503	7,055	3,714
St. Helena		957	5,586	4,792
Yountville		1,879	15,525	13,762
Napa Shuttle		162	1,015	1,036
VineGO	93.4%	1,751	21,362	25,033
SVP		460	676	0
Taxi**		533	6,444	10,341
Other		84	6,501	2,176
<b>Community</b>		<b>9,597</b>	<b>83,180</b>	<b>75,624</b>
<b>Grand Total</b>		<b>50,537</b>	<b>416,871</b>	<b>462,677</b>



- ◆ 16 Road Calls
- ◆ 31 Missed Trips
- ◆ 16 Catch up

\*\* Incomplete data for August 2012

VINE ON TIME PERFORMANCE Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
90/83.49	90/81.52	90/85.86	90/88.37

Goal is 90% or greater on-time

VINE GO ON TIME PERFORMANCE Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
90/93.73	90/95.97	90/94.45	90/95.13

Goal is 90% or greater on-time

PREVENTABLE ACCIDENTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
1.2/0.3	1.2/0.3	1.2/0.4	1.2/0.4

Goal is no more than 1 claim per 100,000 mi

VINE COMPLAINTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
2.5/0.7	2.6/0.1	2.4/0.3	2.7/0.6

Goal is one actionable complaint every 20,000 trips

VINE GO COMPLAINTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
1.6/0.0	1.6/0.0	1.4/0.0	1.6/0.0

Goal is one actionable complaint every 2,000 trips

Trend Over Last Quarter	Trend Over Last Year
↑	↓

Trend Over Last Quarter	Trend Over Last Year
↓	↓

Trend Over Last Quarter	Trend Over Last Year
↓	↔

Trend Over Last Quarter	Trend Over Last Year
↓	↓

Trend Over Last Quarter	Trend Over Last Year
↓	↓



September 19, 2012  
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:** Tom Roberts, Program Manager-Public Transit  
(707) 259-8635 / Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** Public Hearing on Proposed Fare Changes for VINE Regional Routes 10, 11, 29 and VINE Go.

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board (1) hold a public hearing and accept comments on the proposed fare changes for VINE Routes 10, 11, 29 and VINE Go; and (2) approve adoption and implementation for the fare changes effective upon commencement of the new Routes 10 and 11 service.

### **COMMITTEE RECOMMENDATION**

The VINE Consumer Advisory Committee and the Paratransit Coordinating Council recommend approval.

### **EXECUTIVE SUMMARY**

The planned splitting of the Route 10 into two routes (10 and 11) requires we address the fare structure for these regional bus lines. Since the rates for Express Route 29 are set partially in relation to the Route 10, the rates for Route 29 pass holders also require adjustment. In addition, by law VINE Go cash fares cannot exceed twice the adult fare on the VINE. Consequently, the VINE Go fare scheme also requires a minor modification. The recommended changes are not anticipated to have an overall adverse effect on VINE fares collected and should encourage overall VINE ridership.

## **PROCEDURAL REQUIREMENTS**

1. Open Public Hearing
2. Staff reports
2. Public Comment
3. Close Public hearing
4. Motion, Second, Discussion and Vote

## **FISCAL IMPACT**

Is there a Fiscal Impact? Unknown at this time.

Is it currently budgeted? Not applicable.

Where is it budgeted? VINE / VINE Go fares.

Is it Mandatory or Discretionary: Discretionary.

Future fiscal impact: The new fare structure should encourage ridership which would result in long-term growth in VINE fare revenue. Consequently we anticipate a slight increase or no impact to VINE fare revenue.

Consequences if not approved: The current zone fare structure does not work with the split of the Route 10 and some alternate fare scheme would need to be devised.

## **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.

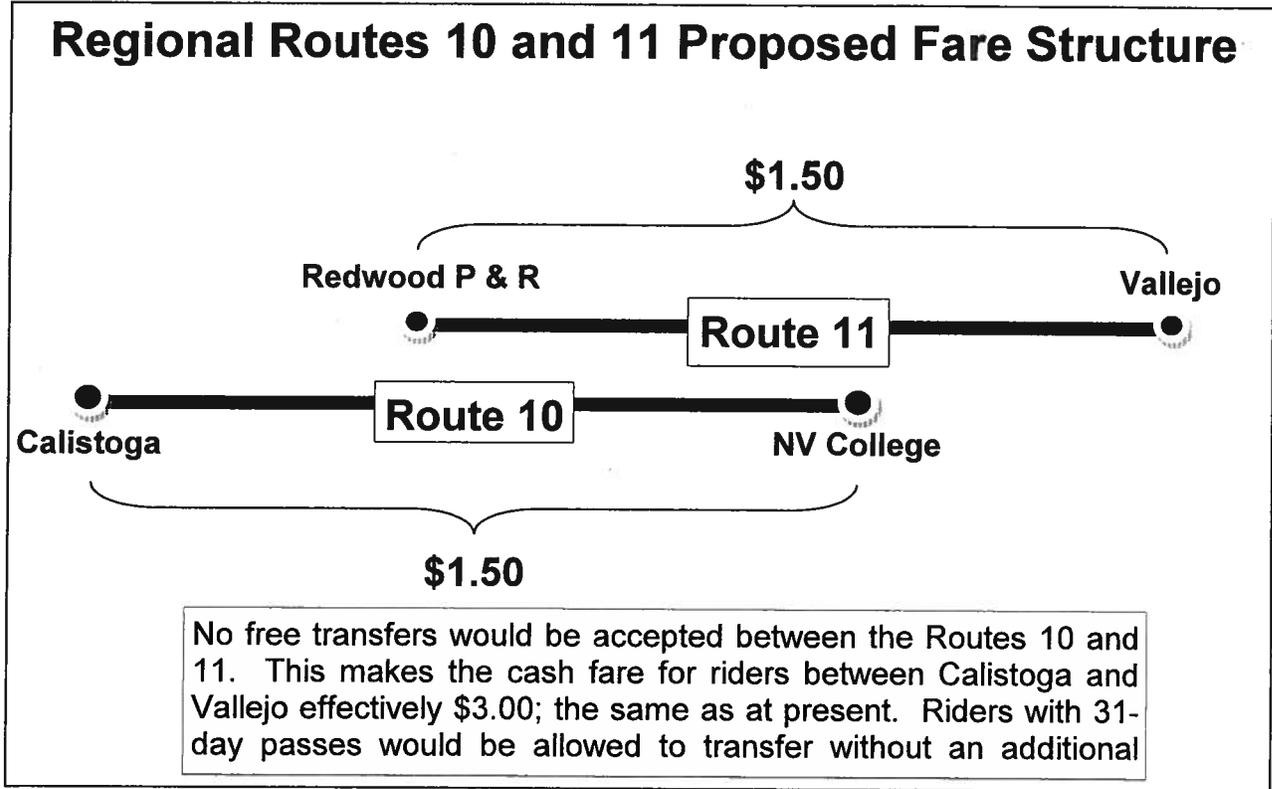
## **BACKGROUND AND DISCUSSION**

Each of NCTPA's local transit services (Calistoga, St. Helena, Yountville, Napa, and American Canyon) has their unique service characteristics and commensurate fare structure. The regional routes 10 and 29 likewise have their own fare structure partially set in relation to one another.

The planned splitting of the Route 10 into two routes (10 and 11) requires we address the fare structure for the regional bus lines (10, 11, and 29). This will also require an adjustment in VINE Go fares. The fares on the local transit services are not impacted.

Presently, the maximum cash fare for distance riders on the Route 10 between up-valley and American Canyon or Vallejo is \$3.00. Staff proposes the cash fares and 31-day passes (adult, youth, senior, etc.) for the Routes 10 and 11 be set the same as the Napa VINE. However, as the diagram indicates, because the distance rider paying

cash would need to change buses between the Routes 10 and 11, they would pay \$1.50 twice for a total of \$3.00; the same as the present fare. Free transfers for cash passengers would not be allowed between Routes 10 and 11. Riders with a 31-day pass would be allowed to transfer for no additional charge.



The proposed new fare structure for Routes 10, 11 and 29 appear below.

<b>VINE Routes 10/11 Cash Fares</b>		
	<b>CURRENT</b>	<b>PROPOSED</b>
Adult	\$1.50, \$2.25, \$3.00	\$1.50
Youth	\$1.00, \$1.75, \$2.50	\$1.00
Senior/Disabled	.75, \$1.10, \$1.35	\$0.75

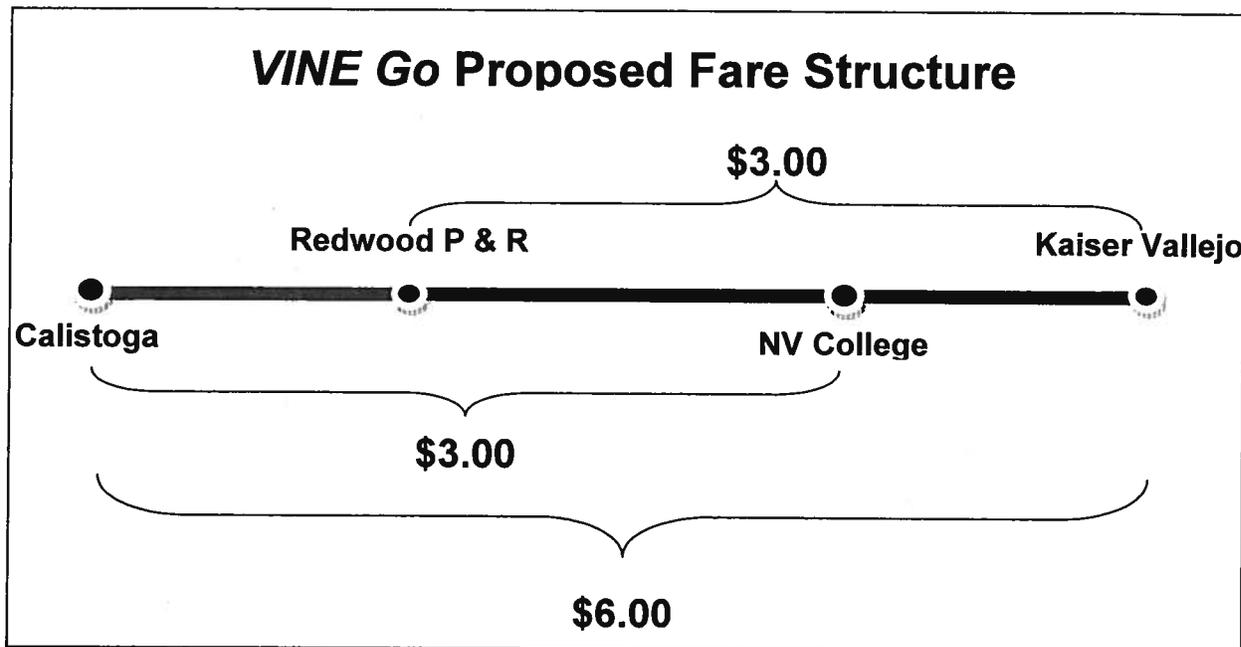
  

<b>VINE 31-Day Pass: Routes 10, 11, 29</b>		
	<b>CURRENT</b>	<b>PROPOSED</b>
Routes 10/11 Adult	\$48, \$72	\$48.00
Routes 10/11 Youth	\$33, \$56	\$33.00
Routes 10/11 Senior/Disabled	\$24, \$40	\$24.00
Route 29 to Ferry	\$24, \$33, \$40, \$48, \$56, \$72	\$40, \$56, \$60
Route 29 to BART	\$117, \$126, \$133, \$141, \$149, \$165	\$80, \$112, \$120

Note: Day Passes and Punch Passes remain unchanged.

Staff analyzed the impact of the new fare structure and determined that no significant impacts on aggregate fares collected for the VINE’s fixed route services are anticipated.

The proposed new fare structure for VINE Go appears below.



Under federal law, VINE Go’s cash fares cannot exceed twice the adult fare on the VINE Route 10. With the new VINE Go fare structure users can travel between up-Valley and Napa or between Vallejo and Napa for \$3.00. Distance riders would pay \$6.00. These rates represent twice the adult fare on the VINE Routes 10/11. Because this fare structure may effectively lower fares for some riders, a loss of VINE Go fare revenue may result. The precise amount is not known at this time.

The changes proposed are necessitated by the splitting of the Route 10. There is no anticipated loss of fare box revenue to the VINE and the overall outcome will be a simplified fare structure that should encourage ridership.

Staff requests the Board approve adoption and implementation for the proposed fare changes effective upon commencement of the new Route 10 and 11 services.

**SUPPORTING DOCUMENTS**

Attachment: (1) Fare Equity Analysis – August 2012

## Fare Equity Analysis – August 2012

Prepared by: Matthew Wilcox, NCTPA

### Title VI Regulatory Background

This analysis was prepared in compliance with Federal Transit Administration (FTA) Circular 4072.1A and Title VI of the Civil Rights Act of 1964. The circular requires public agencies to evaluate significant system-wide service changes, fare changes, and proposed improvements at the planning and programming stages to determine whether changes have a discriminatory impact on minority and low-income populations.

### Reason for Fare Changes

Napa County Transportation and Planning Agency (NCTPA) enacted new fares in January 2012. Service changes on trunk routes in the Fall of 2012 and new fare media being introduced (Clipper) in 2013 necessitated the restructuring of NCTPA's fares

NCTPA currently has a zone based cash fare system for its inter-county Route 10. The fare to ride the existing route 10 from Calistoga to the Vallejo Ferry Terminal is \$3. The proposed service changes to the Route 10 will result in two separate routes, the 10 (Calistoga to Napa) and 11 (Napa to Vallejo Ferry Terminal). This proposed restructuring significantly shortens trunk routes and consequently largely eliminates the argument for a zone based fare system. Under the new fare structure, the cash fare of an adult will be \$1.50 on the Routes 10 and 11, regardless of the distance traveled, and transfers between the two routes will not be accepted. Thus, the total cash fare to ride from Calistoga to the Vallejo Ferry Terminal will remain \$3. Cash fares will not be the only fare media being affected by the change. Table 1, below, shows the existing fares and Table 2, below, shows the proposed fares.

<b>Table 1: Current Fares</b>	
<b>Fare Media</b>	<b>Cost</b>
Cash, Adult (One Zone)	\$1.50
Cash, Adult (Two Zones)	\$2.25
Cash, Adult (Three Zones)	\$3.00
Cash, Youth (One Zone)	\$1.00
Cash, Youth (Two Zones)	\$1.75
Cash, Youth (Three Zones)	\$2.50
Cash, Senior/Disabled/Medicare (One Zone)	\$0.75
Cash, Senior/Disabled/Medicare (Two Zones)	\$1.10
Cash, Senior/Disabled/Medicare (Three Zones)	\$1.35
Cash, Paratransit (One Zone)	\$3.00
Cash, Paratransit (Two Zones)	\$4.60
Cash, Paratransit (Three Zones)	\$6.00
Cash, Route 29 to Vallejo Ferry	\$3.25
Cash, Route 29 to BART	\$5.50
Single Zone Monthly Pass, Adult*	\$48.00
Single Zone Monthly Pass, Youth*	\$33.00
Single Zone Monthly Pass, Senior/Disabled/Medicare*	\$24.00
Multi-zone Monthly Pass, Adult*	\$72.00
Multi-zone Monthly Pass, Youth*	\$56.00
Multi-zone Monthly Pass, Senior/Disabled/Medicare*	\$40.00
Punch Pass, Adult (20 Rides all routes except Route 29 and 10 which require multiple punches depending on zone)	\$27.50
Punch Pass, Youth (20 Rides all routes except Route 29 and 10 which require multiple punches depending on zone)	\$20.00
Punch Pass, Senior/Disabled/Medicare (20 Rides all routes except Route 29 and 10 which require multiple punches depending on zone)	\$13.00
Day Pass, Adult	\$5.00
Day Pass, Youth	\$3.00
Day Pass, Senior/Disabled/Medicare	\$2.50

\*Add \$93 for trips to BART

<b>Table 2: Proposed Fares</b>	
<b>Fare Media</b>	<b>Cost</b>
Cash, Adult (One way trip)	\$1.50
Cash, Youth (One way trip)	\$1.00
Cash, Senior/Disabled/Medicare (One way trip)	\$0.75
Cash, Paratransit (Calistoga to NVC/Redwood P&R to Vallejo)	\$3.00
Cash, Paratransit (North of Redwood to south of NVC/South of NVC to North of Redwood)	\$6.00
Cash, Route 29 to Vallejo Ferry	\$3.25
Cash, Route 29 to BART	\$5.50
31-day Pass, Adult	\$48.00
31-day Pass, Youth	\$33.00
31-day Pass, Senior/Disabled/Medicare	\$24.00
31-day Route 29 Pass, Adult	\$60.00
31-day Route 29 Pass, Youth	\$56.00
31-day Route 29 Pass, Senior/Disabled/Medicare	\$40.00
31-day Route 29 BART Pass, Adult	\$120.00
31-day Route 29 BART Pass, Youth	\$112.00
31-day Route 29 BART Pass, Senior/Disabled/Medicare	\$80.00
Punch Pass, Adult (20 Rides except Route 29 which requires multiple punches depending on destination)	\$27.50
Punch Pass, Youth (20 Rides except Route 29 which requires multiple punches depending on destination)	\$20.00
Punch Pass, Senior/Disabled/Medicare (20 Rides)	\$13.00
Day Pass, Adult	\$5.00
Day Pass, Youth	\$3.00
Day Pass, Senior/Disabled/Medicare	\$2.50

Current vs. Proposed Fare Comparison

<b>VINE Routes 10/11 Cash Fares</b>		
	<b>CURRENT</b>	<b>PROPOSED</b>
Adult	\$1.50, \$2.25, \$3.00	\$1.50
Youth	\$1.00, \$1.75, \$2.50	\$1.00
Senior/Disabled	.75, \$1.10, \$1.35	\$0.75

<b>VINE 31-Day Pass: Routes 10, 11, 29</b>		
	<b>CURRENT</b>	<b>PROPOSED</b>
Routes 10/11 Adult	\$48, \$72	\$48.00
Routes 10/11 Youth	\$33, \$56	\$33.00
Routes 10/11 Senior/Disabled	\$24, \$40	\$24.00
Route 29 to Ferry	\$24, \$33, \$40, \$48, \$56, \$72	\$40, \$56, \$60
Route 29 to BART	\$117, \$126, \$133, \$141, \$149, \$165	\$80, \$112, \$120

Note: Day Passes and Punch Passes remain unchanged.

### Fare Change Impact on Low-income and Minority Riders

The intent of the fare restructuring is to create a simpler fare system. The impact on riders varies depending on where a rider lives, what route they ride, and the origin of their trip. Under the proposed fare structure most riders will see either no change in fare prices or see a drop in fare prices. Riders would pay a fare increase only if they live in American Canyon, use the Route 29 Express, and use a Single Zone Monthly Pass. Under the current fare system these individuals pay either \$48, \$33, or \$24 depending on the fare category (adult, youth, senior). Therefore, American Canyon, single zone pass riders, riding the 29 to the Vallejo Ferry Terminal would be the only riders subject to the proposed fare increase. Those riders, however, have the choice to take the new Route 11 to the Vallejo Ferry Terminal which would result in no change to the existing fare.

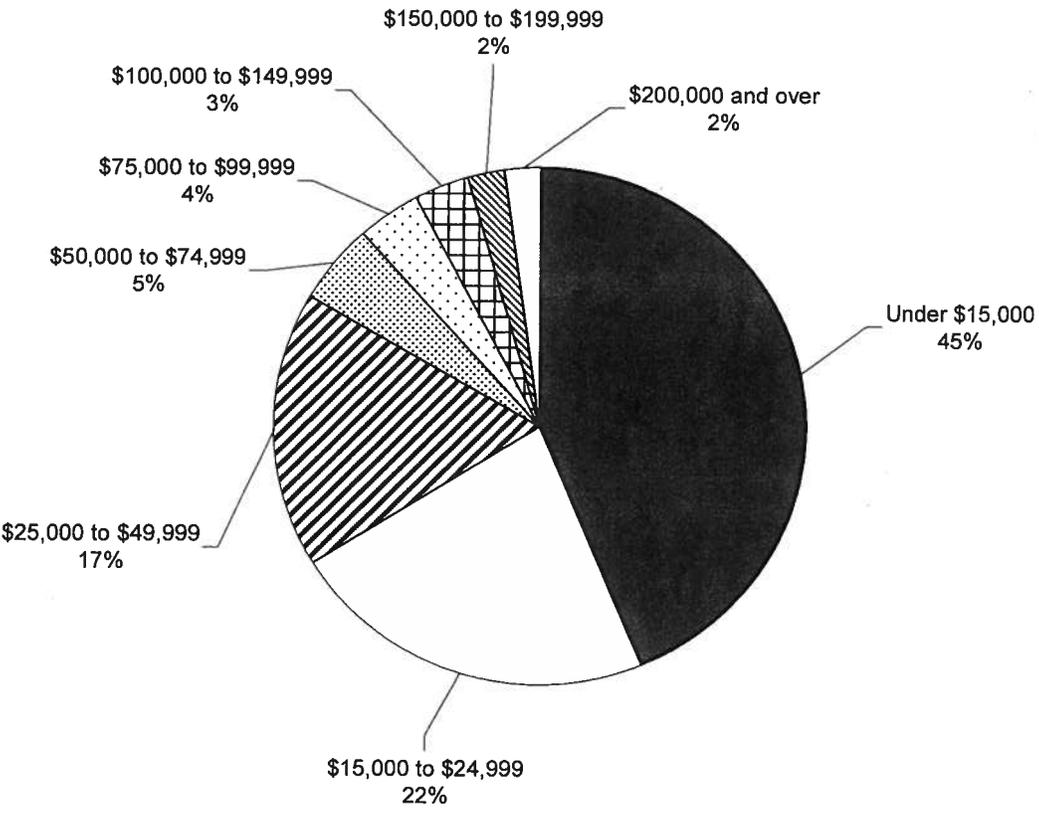
Napa VINE currently reports average weekday unlinked trips of 2,025. Boarding surveys for the Route 29 express indicate that only 8 passengers a day on average would be affected by the proposed fare restructuring or less than ½ of 1% of daily trips. Otherwise proposed fare restructuring affects all socio-economic groups and ethnicities within the Napa VINE larger service area equally.

Information linking low-income/minority riders and VINE fare media is currently not available. However, a correlation could be drawn about riders and fare media extrapolating from income and fare media data included in the ridership survey in NCTPA's FY 2008 – 2017 Short Range Transit Plan. Figures 1 through 4 illustrate income, ethnicity, and percentage of sales by fare media:

#### Income

Overall income levels of respondents were very low with two-thirds of riders reporting that their household income is under \$25,000 per year. Over 80% of households earned less than \$50,000 per year.

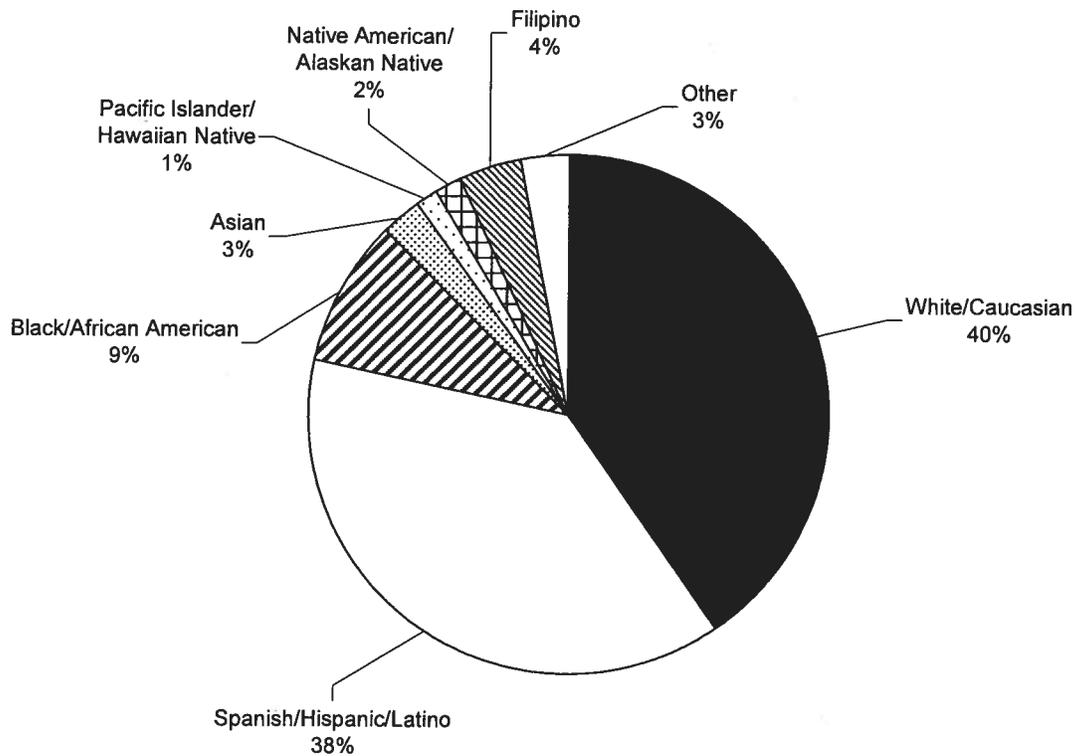
**Figure 1: Rider Income**



Ethnicity

Napa VINE riders were primarily White/Caucasian (40%) and Hispanic/Latino (38%). The remaining passengers responded with Black/African American (9%), while various Asian, Pacific Islander and other groups making up the remaining 13%.

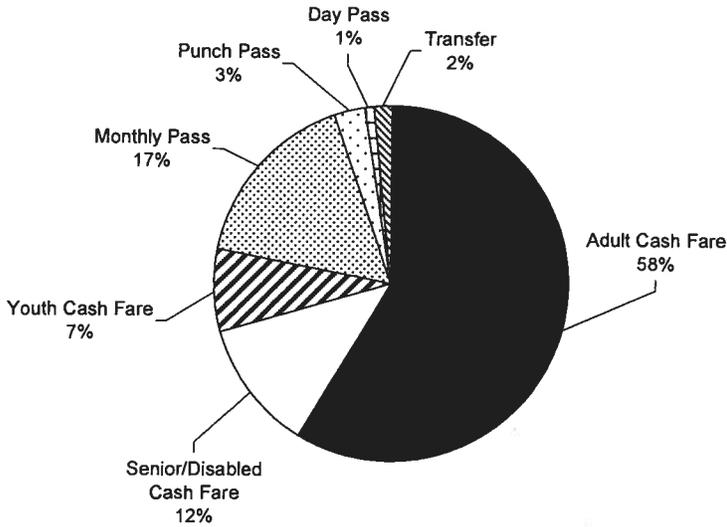
**Figure 2: Rider Ethnicity**



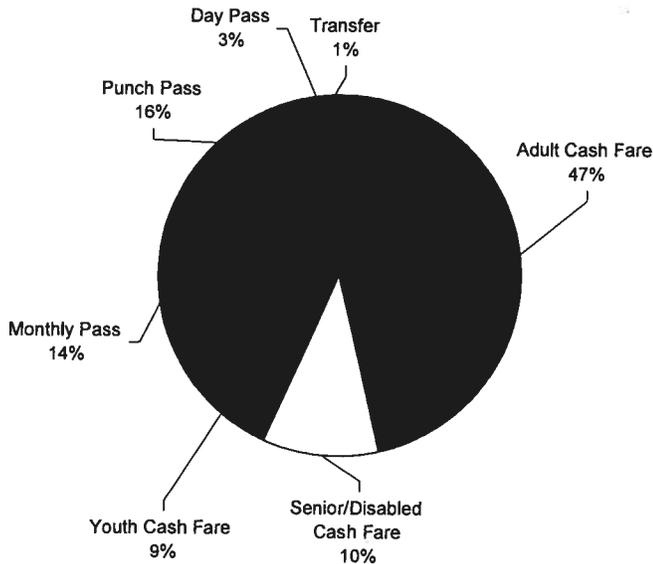
**Fare Media**

The data show that riders use the adult cash fare most frequently. Route 10 riders were more likely to pay the adult cash fare (58%) compared to local route respondents (47%). Punch pass usage was much higher on local Napa routes with 16% of respondents stating they used a punch pass to pay for their ride, compared to only 3% of Route 10 respondents. Use of the youth, senior/disabled, transfer, and monthly pass were similar on the local and intercity services.

**Figure 3: Fare Media - Route 10**



**Figure 4: Fare Media - All Routes except Route 10**



Mitigation

To mitigate any potential adverse affect of the fare structure changes to Route 29 riders in American Canyon, NCTPA is proposing to increase service on the Route 11 which serves the Vallejo Ferry. This provides another, lower cost option for riders who do not choose to pay or cannot otherwise afford the increase proposed on the Route 29 pass.

Conclusion

The analysis undertaken by NCTPA staff shows that the proposed changes in fare structure would not result in disparate impacts to low income or minority communities in its service area. Route 29 Express pass fares overall will be lowered but remain higher than a standard pass for the other VINE routes. This was shown to affect a relatively minor sub-set of existing riders. Changes to the fare structure and routes are deemed necessary because the Route 29 is a RM2-grant funded premium service and needs to reach a 20% farebox recovery ratio in order to continue to receive funding. NCTPA staff believes that a more adverse impact would occur to VINE riders if the Route 29 were eliminated altogether.



September 19, 2012  
NCTPA Agenda Item 10.1  
Continued From: New  
Action Requested: **INFORMATION/ACTION**

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

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: [anonorato@nctpa.net](mailto:anonorato@nctpa.net)  
**SUBJECT:** Unaudited FY 11/12 Financial Report

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### **RECOMMENDATION**

The Board review the Napa County Transportation and Planning Agency unaudited financial statements (Attachment 1) showing the net impact on the budget.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

This report summarizes NCTPA's FY 11/12 financial performance for revenues, transit operations, and planning administration expenses. The discussion and graphs below summarize the budget and financial results. The report includes detailed financial data assessing the agency's performance to budget. The statements are unaudited and are not the official financial statements of the Agency. The official statements will be presented to the Board in January 2013 after the completion of the fiscal audit.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comment
3. Discussion

**FINANCIAL IMPACT**

Is there a fiscal impact? No. This is an informational item.

Is it Mandatory or Discretionary? N/A

Future Fiscal Impact: N/A

Consequences if not approved: N/A

**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.

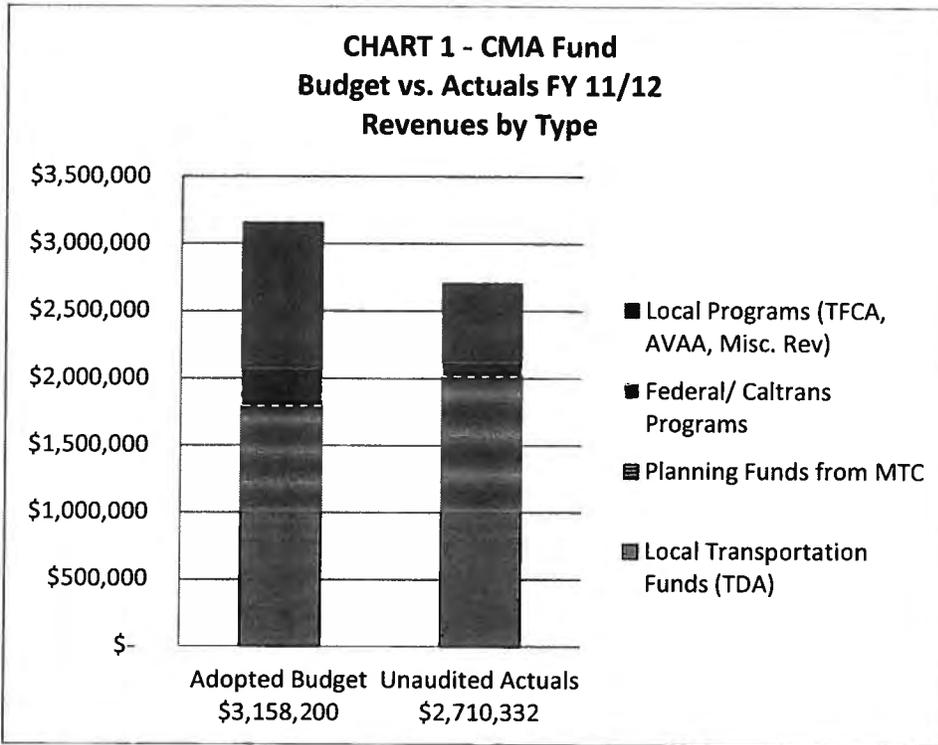
**BACKGROUND AND DISCUSSION**

Please note that the following information has not been audited and should be used for informational purposes only. The results of the annual fiscal audit may materially change financial statements upon completion of the fiscal audit.

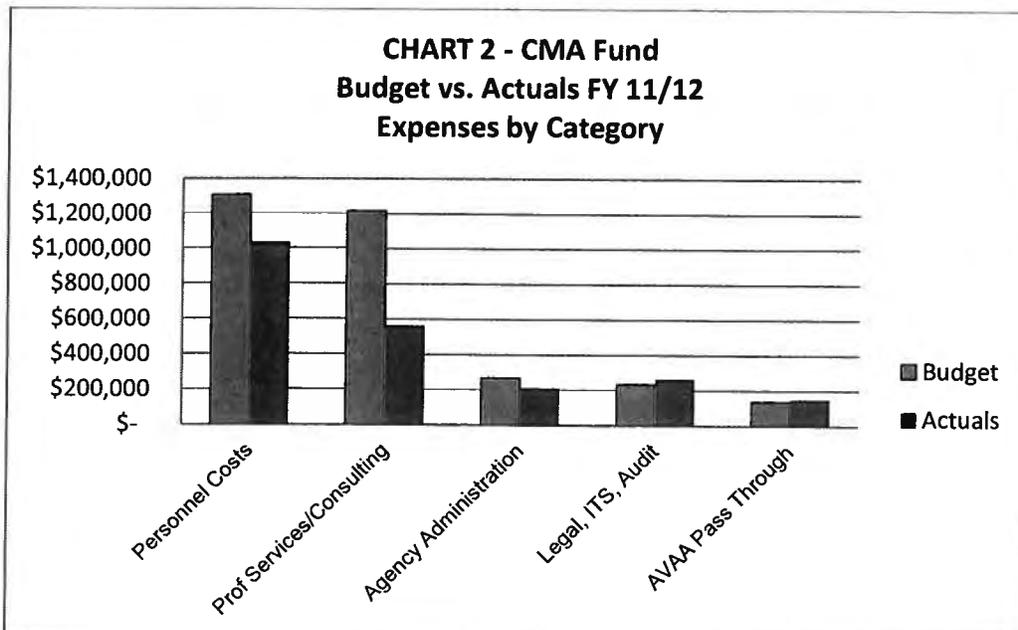
***Congestion Management Authority (Planning Fund) Budget vs. Actuals***

NCTPA, the Congestion Management Agency (Planning Fund), recognized \$2,710,332 in revenues for the year: 36.8% from Transportation Development Act (TDA) planning funds; 37.7% from MTC planning funds; 3.7% from Federal/Caltrans programs and 21.8% from local programs such as the Transportation for Clean Air (TFCA) programs and Abandoned Vehicle Abatement (AVAA) program for which NCTPA is the pass through entity. NCTPA also received a one-time refund to the general fund for overpaid premiums from the CalTip insurance program of \$121,110 for terminating the policy prior to its expiration in 2010.

(For reporting purposes, the TFCA fund and AVAA program fund are included in the Planning fund figures)

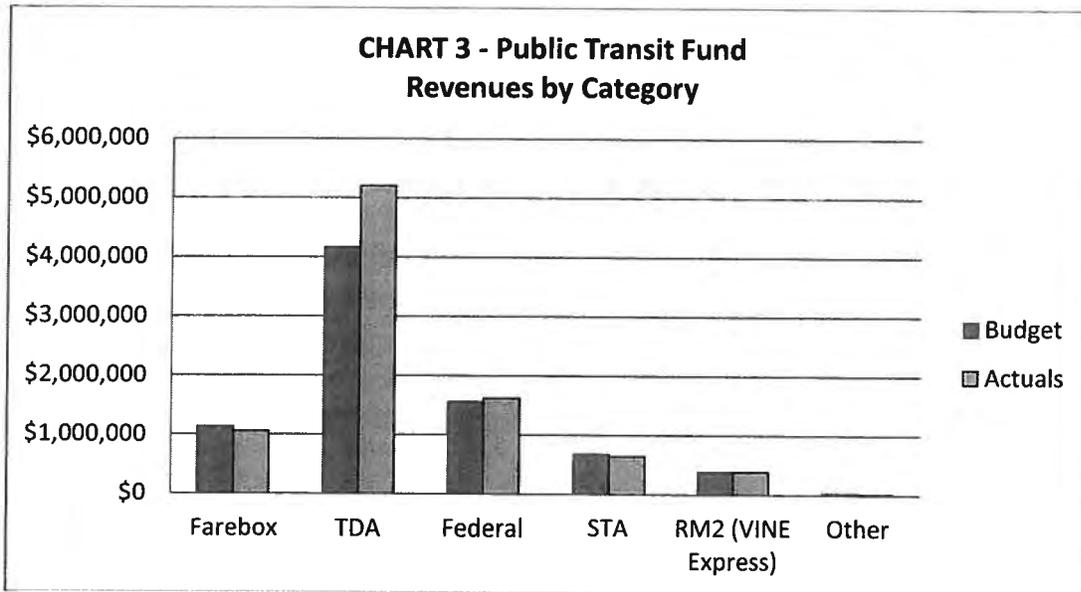


The CMA was under budget by 29.7% for the fiscal year due mainly to special projects that had not yet commenced in the year as planned. Those project budgets were carried over to the new fiscal year. The CMA was under budget in all categories except for the “Legal, Information Technology Services (ITS), and Audit” services. The cost overrun was the result of a personnel legal settlement and the County of Napa 2012 follow-up engagement for audit services. However, since the Agency was under budget in other areas, an additional appropriation was not necessary. Both these items are considered one-time events and will not continue into the current fiscal year.



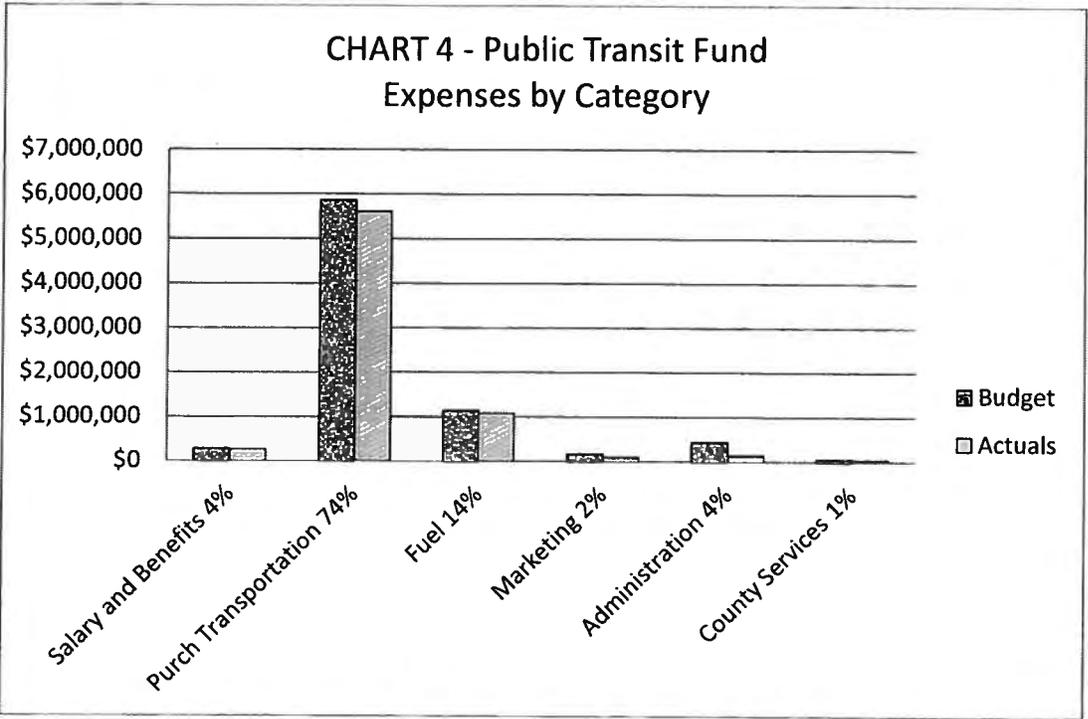
**Public Transit (Transit Fund) Budget vs. Actuals**

Total Revenues for the Transit Fund was 12.4% better than budget for the year. Grant revenues exceeded budget by 1.8%. Revenue from operations- farebox and ad revenue was 7.4% under budget due to a net loss of passengers for the year. However, the farebox generation of \$1,038,620 is \$59,995 more than last year, an increase of 6.1% because cash fares increased.

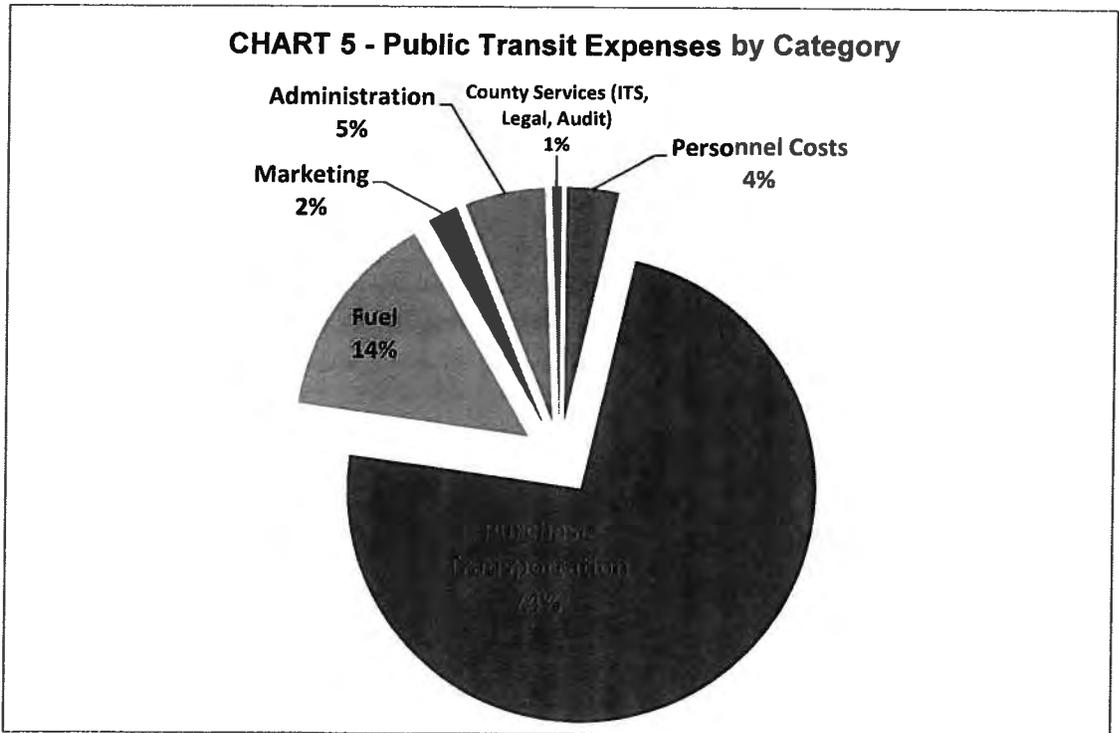


Overall, operating expenses in the Public Transit Fund were under budget by 9.4%. Purchase transportation was slightly under budget by 4.4%, due mainly to changes in the Taxi Scrip program, lower overhead and unused contingency funds. The average cost of fuel per gallon for the year was approximately \$3.60, about 20¢ or 5.2% less than budgeted. VINE Transit also spent less than expected in the areas of marketing, professional services, and equipment maintenance.

Surplus revenues in the public transit fund will revert back to the Local Transportation Fund (TDA) after the completion of the fiscal audit, and will be reallocated by NCTPA in future years.



As seen in CHART 5 below, 88% of expenses incurred in the Public Transit Fund are for purchase transportation and fuel, the main drivers of VINE Transit operating expenses (which includes American Canyon Transit, VINE Go, Yountville Trolley, St. Helena VINE, the Calistoga Shuttle, and Taxi Scrip program). The remaining 12% of expenses are for marketing (2%) and agency overhead- administration, salaries/benefits, and county services (10%).



***Capital Purchases***

For the fiscal year, NCTPA/ VINE Transit made the following purchases:

- Security equipment and related items
- VINE GO vehicles
- VINE Transit vehicles
- Bus shelters and related amenities
- Calistoga vehicles
- St. Helena vehicles
- Ongoing construction costs for the Soscal Gateway Transit Center

**SUPPORTING DOCUMENTS**

Attachment: (1) FY 11/12 Financial Statements

# CONSOLIDATED NCTPA FINANCIAL STATEMENTS

Fiscal Year 2011-12

CMA, PUBLIC TRANSIT, TFCA, AVAA

ATTACHMENT 1  
NCTPA Board Agenda Item 10.1  
September 19, 2012

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
<b>REVENUES</b>	<b>ADOPTED BUDGET</b>	<b>UNAUDITED ACTUALS</b>		
<b>REV- OPERATIONS</b>				
Farebox	1,034,800	970,987	(63,813)	-6.2%
Farebox Contribution	86,000	67,633	(18,367)	-21.4%
Ad Revenue	17,000	14,582	(2,418)	-14.2%
Other Revenue	-	136,107	136,107	0.0%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>1,137,800</b>	<b>1,189,310</b>	<b>51,510</b>	<b>4.5%</b>
<b>TOTAL- LOCAL TRANSPORT FUNDS (TDA)</b>	<b>5,161,000</b>	<b>6,200,256</b>	<b>1,039,256</b>	<b>20.1%</b>
<b>REV- INTERGOVERNMENTAL</b>				
Federal: FTA 5307, Operating	1,562,500	1,442,265	(120,235)	-7.7%
Federal: FTA 5311 (Rural Routes)	-	175,001	175,001	100.0%
Federal: FHWA (CMA/TLU)	800,000	1,022,008	222,008	27.8%
Federal: Other	200,000	71,479	(128,521)	-64.3%
State: State Transit Assistance (STA)	682,100	640,360	(41,740)	-6.1%
State: Planning, Programming, Monitoring (PPM)	24,000	24,000	-	0.0%
State: Abandoned Vehicle Abate Auth (AVAA)	136,000	129,357	(6,643)	-4.9%
State: Caltrans	50,000	4,599	(45,401)	-90.8%
State: Other	-	-	-	100.0%
Regional: Regional Measure 2 (RM2) Operating	390,000	390,000	-	0.0%
Regional: Bay Area Air Quality Mgmt District	197,400	254,629	57,229	29.0%
Regional: Other	685,900	35,613	(650,287)	-94.8%
<b>TOTAL- INTERGOVERNMENTAL REV</b>	<b>4,792,900</b>	<b>4,254,516</b>	<b>(538,384)</b>	<b>-11.2%</b>
<b>REV- INTEREST INCOME</b>	<b>32,900</b>	<b>19,635</b>	<b>(13,265)</b>	<b>-40.3%</b>
<b>TOTAL REVENUES</b>	<b>11,124,600</b>	<b>11,663,717</b>	<b>539,117</b>	<b>4.8%</b>
<b>OPERATING EXPENSES</b>	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	<b>ADOPTED BUDGET</b>	<b>UNAUDITED ACTUALS</b>		
<b>PERSONNEL COSTS</b>				
Salaries and Vacation Expense	1,225,000	985,827	239,173	19.5%
Employer Payroll Taxes	31,000	-	31,000	100.0%
Retirement/457	129,000	118,391	10,609	8.2%
Health	145,000	139,799	5,201	3.6%
Other Benefits	31,000	25,631	5,369	17.3%
Workers Compensation	4,900	3,184	1,716	35.0%
OPEB Expense	27,000	22,000	5,000	18.5%
Salary Allocation	-	(0)	0	0.0%
<b>TOTAL PERSONNEL COSTS</b>	<b>1,592,900</b>	<b>1,294,831</b>	<b>298,069</b>	<b>18.7%</b>

	FY 2011-2012 ADOPTED BUDGET	FY 2011-2012 UNAUDITED ACTUALS	Diff Better/ (Worse)	Difference %
<b>REVENUES</b>				
OPERATING EXPENSES				
Telecommunications	5,700	6,192	(492)	-8.6%
Insurance	34,000	47,202	(13,202)	-38.8%
Office Expenses	43,000	16,997	26,003	60.5%
Memberships	8,000	6,711	1,289	16.1%
Postage	6,000	2,818	3,182	53.0%
Maintenance: Equipment	45,000	5,408	39,592	88.0%
Transportation & Traveling	14,000	3,821	10,179	72.7%
Training	45,500	10,556	34,944	76.8%
Marketing: Ads & Notices	173,400	102,146	71,254	41.1%
Printing	53,900	47,425	6,475	12.0%
Rental/Leases/ Facilities Expense	135,500	123,938	11,562	8.5%
Utilities	7,100	3,707	3,393	47.8%
Maintenance: Building & Improvements	6,000	5,295	705	11.8%
PSS: Mgmt Info Services (IT)	82,740	83,124	(384)	-0.5%
PSS: Legal Expenses	99,600	144,357	(44,757)	-44.9%
PSS: Accounting & Audit	101,400	69,847	31,553	31.1%
PSS: Other	95,000	9,097	85,903	90.4%
<b>Professional Services/ Consultants</b>	<b>1,235,500</b>	<b>564,064</b>	<b>671,436</b>	<b>54.3%</b>
PSS: Administration	15,500	35,175	(19,675)	-126.9%
Fuel	1,045,000	1,079,594	(34,594)	-3.3%
Purchased Transportation	5,867,300	5,606,912	260,388	4.4%
AVAA Disbursements	136,000	150,266	(14,266)	-10.5%
Fuel Contingency (1)	110,000	-	110,000	100.0%
Operations Contingency (2)	166,560	-	166,560	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>9,531,700</b>	<b>8,141,798</b>	<b>1,389,902</b>	<b>14.6%</b>
<b>TOTAL OPERATING COSTS</b>	<b>11,124,600</b>	<b>9,436,629</b>	<b>1,687,971</b>	<b>15.2%</b>
<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 2,227,088</b>	<b>\$ 2,227,088</b>	
<b>CAPITAL REVENUES</b>				
Federal: ARRA Capital	551,000	285,149	265,851	48.2%
Federal: FTA 5307, 5309 (SGR), 5311 Capital	2,234,700	358,961	1,875,739	83.9%
STA Capital	301,900	543,089	(241,189)	-79.9%
State: Prop. 1B Capital	389,300	357,778	31,522	0.0%
Local Transit Capital (TDA)	3,495,600	2,600,655	894,945	25.6%
RM2 Capital	2,050,000	903,081	1,146,919	100.0%
Other Government Agencies	117,700	7,801	109,899	93.4%
<b>TOTAL CAPITAL REVENUES</b>	<b>9,140,200</b>	<b>5,056,514</b>	<b>4,083,686</b>	<b>44.7%</b>
<b>CAPITAL EXPENSES</b>				
Security	20,000	11,012	8,988	44.9%
Equipment	145,000	13,840	131,160	90.5%
Vehicles	4,228,900	1,305,657	2,923,243	69.1%
Buildings & Improvements	4,746,300	3,726,006	1,020,294	21.5%
<b>TOTAL CAPITAL EXPENSES</b>	<b>9,140,200</b>	<b>5,056,515</b>	<b>4,083,685</b>	<b>44.7%</b>
<b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>(0)</b>	<b>0</b>	<b>0.0%</b>
<b>DEPRECIATION</b>	<b>857,300</b>	<b>830,651</b>	<b>26,649</b>	<b>3.1%</b>
<b>Fuel, Average cost per gallon</b>	<b>\$2.85</b>	<b>\$3.60</b>	<b>\$0.20</b>	<b>5.20%</b>

# 30100 Congestion Management Authority

## Statement of Revenue, Expenses

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
<b>REVENUES</b>	<b>ADOPTED BUDGET</b>	<b>UNAUDITED ACTUALS</b>		
REV- OPERATIONS				
Other Revenue; Ad Revenue	-	136,107	136,107	0.0%
<b>TOTAL - OPERATIONAL REVENUE</b>	-	136,107	136,107	0.0%
<b>TOTAL- LOCAL TRANSPORT FUNDS (TDA)</b>	996,900	996,900	-	0.0%
REV- INTERGOVERNMENTAL				
Federal: FTA 5307, Operating	-	-	-	0.0%
Federal: FTA 5311 (Rural Routes)	-	-	-	0.0%
Federal: FHWA (CMA/TLU)	800,000	1,022,008	222,008	27.8%
Federal: ARRA Operating	-	-	-	0.0%
Federal: Other	200,000	71,479	(128,521)	-64.3%
State: State Transit Assistance (STA)	-	-	-	0.0%
State: STIP- Transit Enhancements (TE)	-	-	-	0.0%
State: Planning, Programming, Monitoring (PPM)	24,000	24,000	-	0.0%
State: Abandoned Vehicle Abate Auth (AVAA)	136,000	129,357	(6,643)	-4.9%
State: CalTrans	50,000	4,599	(45,401)	-90.8%
State: Other	-	-	-	100.0%
Regional: Bay Area Air Quality Mgmt District	197,400	254,629	57,229	29.0%
<b>Regional: Other</b>	685,900	-	(685,900)	-100.0%
County of Napa	65,000	65,205	205	0.3%
<b>TOTAL- INTERGOVERNMENTAL REV</b>	2,158,300	1,571,277	(587,023)	-37.4%
REV- INTEREST INCOME	3,000	6,251	3,251	108.4%
<b>TOTAL REVENUES</b>	<b>3,158,200</b>	<b>2,710,535</b>	<b>(447,665)</b>	<b>-14.2%</b>

<b>OPERATING EXPENSES</b>	<b>FY 2011-2012</b>	<b>FY 2011-2012</b>	<b>Diff Better/ (Worse)</b>	<b>Difference %</b>
	<b>ADOPTED BUDGET</b>	<b>UNAUDITED ACTUALS</b>		
<b>PERSONNEL COSTS</b>				
Salaries and Vacation Expense	1,225,000	985,827	279,173	22.8%
Employer Payroll Taxes	31,000	-	33,000	106.5%
Retirement/ 457 Employer Contrib	129,000	118,391	21,609	16.8%
Health	145,000	139,799	(5,201)	-3.6%
Other Benefits; Medicare	31,000	25,631	(5,369)	-17.3%
Workers Compensation	4,900	3,184	(1,716)	-35.0%
OPEB Expense	27,000	22,000	(5,000)	-18.5%
Salary Allocation	(285,500)	(263,263)	(22,237)	7.8%
<b>TOTAL PERSONNEL COSTS</b>	<b>1,307,400</b>	<b>1,031,569</b>	<b>275,831</b>	<b>21.1%</b>
<b>OPERATING EXPENSES</b>				
Telecommunications	5,500	6,168	(168)	-3.0%
Insurance	25,000	37,511	(2,511)	-10.0%
Miscellaneous Expenses	-	5,000	(5,000)	0.0%
Office Expenses	35,000	4,177	30,823	88.1%
Memberships	1,000	6,296	(5,296)	-529.6%
Postage	5,000	2,524	2,476	49.5%
Maintenance: Equipment	-	-	-	0.0%
Transportation & Traveling	12,000	3,821	8,179	68.2%
Training	45,000	10,556	34,444	76.5%
Marketing: Ads & Notices	2,700	9,227	(6,527)	-241.7%
Printing	4,000	12,728	(8,728)	-218.2%
Rental/Leases/ Facilities Expense	77,000	75,796	1,204	1.6%
Utilities	6,800	-	6,800	100.0%
Maintenance: Building & Improvements	5,000	-	5,000	100.0%
PSS: Mgmt Info Services (IT)	66,800	67,067	(267)	-0.4%
PSS: Legal Expenses	90,000	129,070	(39,070)	-43.4%
PSS: Accounting & Audit	75,000	67,119	7,881	10.5%
Professional Services/ Consultants	1,215,500	564,064	651,436	53.6%
PSS: Administration	15,500	35,175	(19,675)	-126.9%
Fuel	5,000	1,029	3,971	79.4%
AVAA Disbursements	136,000	150,266	(14,266)	-10.5%
Operations Contingency (2)	23,000	-	23,000	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>1,850,800</b>	<b>1,187,594</b>	<b>663,206</b>	<b>35.8%</b>
<b>TOTAL OPERATING COSTS</b>	<b>3,158,200</b>	<b>2,219,162</b>	<b>939,038</b>	<b>29.7%</b>
<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 491,373</b>	<b>\$ 491,373</b>	

<b>CAPITAL REVENUES</b>	<b>FY 2011-2012</b>	<b>FY 2011-2012</b>	<b>Difference</b>	<b>Difference %</b>
	<b>ADOPTED BUDGET</b>	<b>UNAUDITED ACTUALS</b>		
Local Transit Capital (TDA)	-	-	-	0.0%
<b>TOTAL CAPITAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>CAPITAL EXPENSES</b>				
Security	-	-	-	100.0%
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100.0%</b>
<b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>

<b>DEPRECIATION</b>	-	-	(15,000)	100.0%
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# CONSOLIDATED PUBLIC TRANSIT

## Statement of Revenue, Expenses

REVENUES	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	ADOPTED BUDGET	UNAUDITED ACTUALS		
REV- OPERATIONS				
Farebox	1,034,800	970,987	(63,813)	-6.2%
Farebox Contributions	86,000	67,633	(18,367)	-21.4%
Ad Revenue	17,000	14,582	(2,418)	-14.2%
Other Revenue	-	-	-	100.0%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>1,137,800</b>	<b>1,053,203</b>	<b>(84,597)</b>	<b>-7.4%</b>
<b>TOTAL - LOCAL TRANSPORT FUNDS (TDA)</b>	<b>4,164,100</b>	<b>5,203,356</b>	<b>1,039,256</b>	<b>25.0%</b>
REV- INTERGOVERNMENTAL				
Federal: FTA 5307, Operatin	1,562,500	1,442,265	(120,235)	-7.7%
Federal: FTA 5311 (Rural Routes)	-	175,001	175,001	100.0%
State: State Transit Assistance (STA)	682,100	640,360	(41,740)	-6.1%
Regional: Regional Measure 2 (RM2) Operating	390,000	390,000	-	0.0%
Regional: Other	-	35,613	35,613	0.0%
<b>TOTAL - INTERGOVERNMENTAL REV</b>	<b>2,634,600</b>	<b>2,683,239</b>	<b>48,639</b>	<b>1.8%</b>
REV- INTEREST INCOME	29,900	13,384	(16,516)	-55.2%
<b>TOTAL REVENUES</b>	<b>7,966,400</b>	<b>8,953,182</b>	<b>986,782</b>	<b>12.4%</b>
<b>OPERATING EXPENSES</b>				
PERSONNEL COSTS				
Salary Allocation	285,500	263,262	22,238	7.8%
<b>TOTAL PERSONNEL COSTS</b>	<b>285,500</b>	<b>263,262</b>	<b>22,238</b>	<b>7.8%</b>
OPERATING EXPENSES				
Telecommunications	200	25	175	87.7%
Insurance	9,000	9,691	(691)	-7.7%
Office Expenses	8,000	12,820	(4,820)	-60.2%
Memberships	7,000	415	6,585	94.1%
Postage	1,000	295	705	70.5%
Maintenance: Equipment	45,000	5,408	39,592	88.0%
Transportation & Traveling	2,000	-	2,000	100.0%
Training	500	-	500	100.0%
Marketing: Ads & Notices	170,700	92,920	77,780	45.6%
Printing	49,900	34,698	15,202	30.5%
Rental/Leases/ Facilities Expense	58,500	48,142	10,358	17.7%
Utilities	300	3,707	(3,407)	-1135.7%
Maintenance: Building & Improvements	1,000	5,295	(4,295)	-429.5%
PSS: Mgmt Info Services (IT)	15,940	16,057	(117)	-0.7%
PSS: Legal Expenses	9,600	15,286	(5,686)	-59.2%
PSS: Accounting & Audit	26,400	2,728	23,672	89.7%
PSS: Other	95,000	9,097	85,903	90.4%
Professional Services/ Consultants	20,000	-	20,000	100.0%
Fuel*	1,040,000	1,078,564	(38,564)	-3.7%
Purchased Transportation	5,867,300	5,806,912	260,388	4.4%
Fuel Contingency (1)	110,000	-	110,000	100.0%
Operations Contingency (2)	143,560	-	143,560	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>7,680,900</b>	<b>6,954,204</b>	<b>726,696</b>	<b>9.5%</b>
<b>TOTAL OPERATING COSTS</b>	<b>7,966,400</b>	<b>7,217,467</b>	<b>748,933</b>	<b>9.4%</b>
<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 1,735,715</b>	<b>\$ 1,735,715</b>	

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	ADOPTED BUDGET	UNAUDITED ACTUALS		
<b>CAPITAL REVENUES</b>				
Federal: ARRA Capital	551,000	285,149	265,851	48.2%
Federal: FTA 5307, 5309 (SGR), 5311 Capital	2,234,700	358,961	1,875,739	83.9%
STA Capital	301,900	543,089	(241,189)	-79.9%
State: Prop. 1B Capital	389,300	357,778	31,522	8.1%
Local Transit Capital (TDA)	3,495,600	2,600,655	894,945	25.6%
RM2 Capital	2,050,000	903,081	1,146,919	55.9%
Other Government Agencies	117,700	7,801	109,899	93.4%
<b>TOTAL CAPITAL REVENUES</b>	<b>9,140,200</b>	<b>5,056,514</b>	<b>(4,083,686)</b>	<b>-44.7%</b>
<b>CAPITAL EXPENSES</b>				
Security	20,000	11,012	8,988	44.9%
Equipment	145,000	13,840	131,160	90.5%
Vehicles	4,228,900	1,305,657	2,923,243	69.1%
Buildings & Improvements	4,746,300	3,726,006	1,020,294	21.5%
<b>TOTAL CAPITAL EXPENSES</b>	<b>9,140,200</b>	<b>5,056,515</b>	<b>(4,083,685)</b>	<b>-44.7%</b>
<b>NET CHANGE IN CAPITAL</b>				
	\$ -	\$ (0)	(0)	0.0%
<b>DEPRECIATION</b>	<b>857,300</b>	<b>830,651</b>	<b>26,649</b>	<b>3.1%</b>

# 31100 VineGo

## Statement of Revenue, Expenses

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	ADOPTED BUDGET	UNAUDITED ACTUALS		
<b>REVENUES</b>				
REV- OPERATIONS				
Farebox	85,000	87,838	2,838	3.3%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>85,000</b>	<b>87,838</b>	<b>2,838</b>	<b>3.3%</b>
<b>TOTAL- LOCAL TRANSPORT FUNDS (TDA)</b>	<b>849,100</b>	<b>859,343</b>	<b>10,243</b>	<b>1.2%</b>
REV- INTERGOVERNMENTAL				
Federal: FTA 5307, Operating	300,100	151,685	(148,415)	-49.5%
State: State Transit Assistance (STA)	181,900	257,767	75,867	41.7%
<b>TOTAL- INTERGOVERNMENTAL REV</b>	<b>482,000</b>	<b>409,452</b>	<b>(72,548)</b>	<b>-15.1%</b>
REV- INTEREST INCOME	3,000	1,214	(1,786)	-59.5%
<b>TOTAL REVENUES</b>	<b>1,419,100</b>	<b>1,357,847</b>	<b>(61,253)</b>	<b>-4.3%</b>
<b>OPERATING EXPENSES</b>				
PERSONNEL COSTS				
Salary Allocation	32,000	21,488	10,512	32.8%
<b>TOTAL PERSONNEL COSTS</b>	<b>32,000</b>	<b>21,488</b>	<b>10,512</b>	<b>32.8%</b>
OPERATING EXPENSES				
Office Expenses	1,200	126	1,074	89.5%
Maintenance: Equipment	10,000	-	10,000	100.0%
Transportation & Traveling	1,000	-	1,000	100.0%
Marketing: Ads & Notices	10,000	-	10,000	100.0%
Printing	1,700	-	1,700	100.0%
Rental/Leases/ Facilities Expense	9,400	6,768	2,632	28.0%
PSS: Mgmt Info Services (IT)	2,500	2,450	50	2.0%
PSS: Legal Expenses	2,000	2,280	(280)	-14.0%
PSS: Accounting & Audit	5,000	141	4,859	97.2%
Fuel	165,000	145,229	19,771	12.0%
Purchased Transportation	1,135,000	996,502	138,498	12.2%
Fuel Contingency (1)	17,000	-	17,000	100.0%
Operations Contingency (2)	27,300	-	27,300	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>1,387,100</b>	<b>1,153,496</b>	<b>233,604</b>	<b>16.8%</b>
<b>TOTAL OPERATING COSTS</b>	<b>1,419,100</b>	<b>1,174,984</b>	<b>244,116</b>	<b>17.2%</b>
<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 182,863</b>	<b>\$ 182,863</b>	

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	ADOPTED BUDGET	UNAUDITED ACTUALS		
<b>CAPITAL REVENUES</b>				
STA Capital	226,900	206,081	20,819	9.2%
State: Prop. 1B Capital	210,300	210,300	-	0.0%
Local Transit Capital (TDA)	49,300	23,508	25,792	52.3%
Other Government Agencies	7,000	7,801	(801)	-11.4%
<b>TOTAL CAPITAL REVENUES</b>	<b>493,500</b>	<b>447,690</b>	<b>45,810</b>	<b>9.3%</b>
<b>CAPITAL EXPENSES</b>				
Vehicles	493,500	447,690	45,810	9.3%
<b>TOTAL CAPITAL EXPENSES</b>	<b>493,500</b>	<b>447,690</b>	<b>45,810</b>	<b>9.3%</b>
<b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>(0)</b>	<b>(0)</b>	<b>0.0%</b>
DEPRECIATION	90,000	88,014	1,986	2.2%

31200 VINE  
Statement of Revenue, Expenses

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
REVENUES	ADOPTED BUDGET	UNAUDITED ACTUALS		
<b>REV- OPERATIONS</b>				
Farebox	820,000	792,539	(27,461)	-3.5%
Farebox Contribution	-	-	-	0.0%
Ad Revenue	15,000	13,051	(1,949)	-14.9%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>835,000</b>	<b>805,590</b>	<b>29,410</b>	<b>3.7%</b>
<b>TOTAL - LOCAL TRANSPORT FUNDS (TDA)</b>	<b>2,702,000</b>	<b>3,620,384</b>	<b>918,384</b>	<b>25.4%</b>
<b>REV- INTERGOVERNMENTAL</b>				
Federal: FTA 5307, Operating	1,087,100	1,087,180	80	0.0%
Federal: FTA 5311	-	-	-	0.0%
State: State Transit Assistance (STA)	225,200	202,381	(22,819)	-11.3%
Regional: Regional Measure 2 (RM2) Operating	390,000	390,000	-	0.0%
Regional: Other	-	35,613	35,613	0.0%
<b>TOTAL - INTERGOVERNMENTAL REV</b>	<b>1,702,300</b>	<b>1,715,174</b>	<b>12,874</b>	<b>0.8%</b>
<b>REV- INTEREST INCOME</b>	<b>19,000</b>	<b>7,745</b>	<b>(11,255)</b>	<b>-145.3%</b>
<b>TOTAL REVENUES</b>	<b>5,258,300</b>	<b>6,148,893</b>	<b>890,593</b>	<b>14.5%</b>

**OPERATING EXPENSES**

PERSONNEL COSTS				
Salary Allocation	225,000	230,126	(5,126)	-2.2%
<b>TOTAL PERSONNEL COSTS</b>	<b>225,000</b>	<b>230,126</b>	<b>(5,126)</b>	<b>-2.2%</b>
<b>OPERATING EXPENSES</b>				
Telecommunications	200	25	175	87.7%
Insurance	9,000	9,691	10,309	114.5%
Miscellaneous Expenses	-	700	(700)	0.0%
Office Expenses	4,500	8,739	(4,239)	-94.2%
Memberships	7,000	415	6,585	94.1%
Postage	1,000	295	705	70.5%
Maintenance: Equipment	35,000	5,408	29,592	84.5%
Transportation & Traveling	1,000	-	1,000	100.0%
Training	500	-	500	100.0%
Marketing: Ads & Notices	145,000	82,663	62,337	43.0%
Printing	37,700	31,378	6,322	16.8%
Rental/Leases/ Facilities Expense	41,800	26,710	15,090	36.1%
Utilities	300	3,707	(3,407)	-1135.7%
Maintenance: Building & Improvements	1,000	5,295	(4,295)	-429.5%
PSS: Mgmt Info Services (IT)	11,500	11,686	(186)	-1.6%
PSS: Legal Expenses	6,000	12,356	(6,356)	-105.9%
PSS: Accounting & Audit	15,500	1,808	13,692	88.3%
PSS: Other	50,000	9,097	40,903	81.8%
Professional Services/ Consultants	-	-	-	100.0%
PSS: Administration	-	-	-	0.0%
Fuel	800,000	821,053	(21,053)	-2.6%
Purchased Transportation	3,695,300	3,745,457	(50,157)	-1.4%
Fuel Contingency (1)	80,000	-	80,000	100.0%
Operations Contingency (2)	91,000	-	91,000	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>5,033,300</b>	<b>4,776,481</b>	<b>256,819</b>	<b>5.4%</b>

<b>TOTAL OPERATING COSTS</b>	<b>5,258,300</b>	<b>5,006,607</b>	<b>251,693</b>	<b>5.0%</b>
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<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 1,142,286</b>	<b>\$ 1,142,286</b>	
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	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
CAPITAL REVENUES	ADOPTED BUDGET	UNAUDITED ACTUALS		
Federal: ARRA Capital	551,000	285,149	(265,851)	-48.2%
Federal: FTA 5307, 5309 (SGR), 5311 Capital	2,234,700	104,707	(2,129,993)	-95.3%
STA Capital	-	216,123	216,123	100.0%
State: Prop. 1B Capital	179,000	147,478	(31,522)	-17.6%
Local Transit Capital (TDA)	3,370,100	2,501,525	(868,575)	-25.8%
RM2 Capital	1,700,000	903,081	(796,919)	-46.9%
<b>TOTAL CAPITAL REVENUES</b>	<b>8,034,800</b>	<b>4,158,063</b>	<b>(3,876,737)</b>	<b>-48.2%</b>
<b>CAPITAL EXPENSES</b>				
Security system	20,000	11,012	(8,988)	-45%
Equipment	145,000	13,840	(131,160)	-90%
Vehicles	3,581,200	570,771	(3,010,429)	-84%
Buildings & Improvements	4,288,600	3,562,440	(726,160)	-17%
<b>TOTAL CAPITAL EXPENSES</b>	<b>8,034,800</b>	<b>4,158,063</b>	<b>(3,876,737)</b>	<b>-48.2%</b>

<b>NET CHANGE IN CAPITAL</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>0</b>	<b>0%</b>
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DEPRECIATION	757,100	701,316	55,784	7.4%
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# 31300 TaxiScrip

## Statement of Revenue, Expenses

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	ADOPTED BUDGET	UNAUDITED ACTUALS		
<b>REVENUES</b>				
REV- OPERATIONS				
Farebox	110,000	67,214	(42,787)	-38.9%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>110,000</b>	<b>67,214</b>	<b>42,787</b>	<b>38.9%</b>
<b>TOTAL- LOCAL TRANSPORT FUNDS (TDA)</b>	<b>121,100</b>	<b>1,111</b>	<b>(119,989)</b>	<b>-99.1%</b>
REV- INTERGOVERNMENTAL				
<b>TOTAL- INTERGOVERNMENTAL REV</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
REV- INTEREST INCOME	2,000	1,376	(624)	-31.2%
<b>TOTAL REVENUES</b>	<b>233,100</b>	<b>69,700</b>	<b>(163,400)</b>	<b>-70.1%</b>
<b>OPERATING EXPENSES</b>				
PERSONNEL COSTS				
Salary Allocation	2,500	5,895	(3,395)	-135.8%
<b>TOTAL PERSONNEL COSTS</b>	<b>2,500</b>	<b>5,895</b>	<b>(3,395)</b>	<b>-135.8%</b>
OPERATING EXPENSES				
Office Expenses	300	3,260	(2,960)	-986.7%
Marketing: Ads & Notices	500	-	500	100.0%
Printing	7,000	353	6,647	95.0%
Rental/Leases/ Facilities Expense	1,500	3,384	(1,884)	-125.6%
PSS: Mgmt Info Services (IT)	400	410	(10)	-2.5%
PSS: Accounting & Audit	1,600	423	1,177	73.5%
Purchased Transportation	215,000	123,176	91,824	42.7%
Operations Contingency (2)	4,300	-	4,300	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>230,600</b>	<b>131,006</b>	<b>99,594</b>	<b>43.2%</b>
<b>TOTAL OPERATING COSTS</b>	<b>233,100</b>	<b>136,901</b>	<b>96,199</b>	<b>41.3%</b>
<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ (67,201)</b>	<b>\$ (67,201)</b>	

31400 American Canyon  
Statement of Revenue, Expenses

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
REVENUES	ADOPTED BUDGET	UNAUDITED ACTUALS		
REV- OPERATIONS				
Farebox	12,000	16,373	4,373	36.4%
City of American Canyon- Farebox Contribution	26,000	16,390	(9,610)	-37.0%
Ad Revenue	2,000	1,531	(469)	-23.4%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>40,000</b>	<b>34,294</b>	<b>(5,706)</b>	<b>-14.3%</b>
<b>TOTAL- LOCAL TRANSPORT FUNDS (TDA)</b>	<b>161,100</b>	<b>266,602</b>	<b>105,502</b>	<b>65.5%</b>
REV- INTERGOVERNMENTAL				
Federal: FTA 5307, Operating	63,400	113,400	50,000	78.9%
State: State Transit Assistance (STA)	90,000	90,000	-	0.0%
<b>TOTAL- INTERGOVERNMENTAL REV</b>	<b>153,400</b>	<b>203,400</b>	<b>50,000</b>	<b>32.6%</b>
REV- INTEREST INCOME	1,900	424	(1,476)	-77.7%
<b>TOTAL REVENUES</b>	<b>356,400</b>	<b>504,720</b>	<b>148,320</b>	<b>41.6%</b>

**OPERATING EXPENSES**

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
PERSONNEL COSTS				
Salary Allocation	9,500	439	9,061	95.4%
<b>TOTAL PERSONNEL COSTS</b>	<b>9,500</b>	<b>439</b>	<b>9,061</b>	<b>95.4%</b>
OPERATING EXPENSES				
Office Expenses	500	395	105	21.0%
Marketing: Ads & Notices	7,000	196	6,804	97.2%
Printing	2,000	2,760	(760)	-38.0%
Rental/Leases/ Facilities Expense	1,600	4,512	(2,912)	-182.0%
PSS: Mgmt Info Services (IT)	400	413	(13)	-3.3%
PSS: Legal Expenses	600	-	600	100.0%
PSS: Accounting & Audit	1,600	141	1,459	91.2%
PSS: Other	40,000	-	40,000	100.0%
Professional Services/ Consultants	-	-	-	0.0%
Fuel	27,000	70,239	(43,239)	-160.1%
Purchased Transportation	255,000	276,202	(21,202)	-8.3%
Fuel Contingency (1)	4,000	-	4,000	100.0%
Operations Contingency (2)	7,200	-	7,200	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>346,900</b>	<b>354,858</b>	<b>(7,958)</b>	<b>-2.3%</b>
<b>TOTAL OPERATING COSTS</b>	<b>356,400</b>	<b>355,296</b>	<b>1,104</b>	<b>0.3%</b>

<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 149,424</b>	<b>\$ 149,424</b>	
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	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
CAPITAL REVENUES	ADOPTED BUDGET	UNAUDITED ACTUALS		
STA Capital	75,000	120,885	(75,000)	-100.0%
State: Prop. 1B Capital	-	-	-	100.0%
Local Transit Capital (TDA)	15,000	30,221	15,221	101.5%
RM2 Capital	-	-	-	100.0%
<b>TOTAL CAPITAL REVENUES</b>	<b>90,000</b>	<b>151,106</b>	<b>61,106</b>	<b>67.9%</b>
<b>CAPITAL EXPENSES</b>				
Vehicles	-	-	200,100	100.0%
Buildings & Improvements	90,000	151,106	61,106	67.9%
<b>TOTAL CAPITAL EXPENSES</b>	<b>90,000</b>	<b>151,106</b>	<b>61,106</b>	<b>67.9%</b>
<b>NET CHANGE IN CAPITAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>0.0%</b>

DEPRECIATION	8,700	8,665	(35)	-0.4%
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31500 Yountville  
Statement of Revenue, Expenses

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	ADOPTED BUDGET	UNAUDITED ACTUALS		
<b>REVENUES</b>				
REV- OPERATIONS				
Farebox	-	-	-	0.0%
Town of Yountville- Farebox Contribution	30,200	19,660	(10,540)	-34.9%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>30,200</b>	<b>19,660</b>	<b>(10,540)</b>	<b>-34.9%</b>
<b>TOTAL- LOCAL TRANSPORT FUNDS (TDA)</b>	<b>165,500</b>	<b>288,287</b>	<b>122,787</b>	<b>74.2%</b>
REV- INTERGOVERNMENTAL				
Federal: FTA 5307, Operating	37,800	40,000	2,200	5.8%
Federal: FTA 5311 (Rural Routes)	-	58,333	58,333	100.0%
State: State Transit Assistance (STA)	75,000	43,616	(31,384)	-41.8%
<b>TOTAL- INTERGOVERNMENTAL REV</b>	<b>112,800</b>	<b>141,949</b>	<b>29,149</b>	<b>25.8%</b>
REV- INTEREST INCOME	2,400	680	(1,720)	-71.7%
<b>TOTAL REVENUES</b>	<b>310,900</b>	<b>450,575</b>	<b>139,675</b>	<b>44.9%</b>
<b>OPERATING EXPENSES</b>				
PERSONNEL COSTS				
Salary Allocation	6,300	1,219	5,081	80.6%
<b>TOTAL PERSONNEL COSTS</b>	<b>6,300</b>	<b>1,219</b>	<b>5,081</b>	<b>80.6%</b>
OPERATING EXPENSES				
Office Expenses	500	100	400	80.0%
Marketing: Ads & Notices	4,000	-	4,000	100.0%
Rental/Leases/ Facilities Expense	1,300	2,256	(956)	-73.5%
PSS: Mgmt Info Services (IT)	400	407	(7)	-1.8%
PSS: Legal Expenses	600	502	98	16.3%
PSS: Accounting & Audit	1,500	81	1,419	94.6%
PSS: Other	-	-	-	0.0%
Professional Services/ Consultants	20,000	-	20,000	100.0%
Fuel	22,000	13,306	8,694	39.5%
Purchased Transportation	245,000	178,276	66,724	27.2%
Fuel Contingency (1)	3,000	-	3,000	100.0%
Operations Contingency (2)	6,300	-	6,300	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>304,600</b>	<b>194,928</b>	<b>109,672</b>	<b>36.0%</b>
<b>TOTAL OPERATING COSTS</b>	<b>310,900</b>	<b>196,147</b>	<b>114,753</b>	<b>36.9%</b>
<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 254,428</b>	<b>\$ 254,428</b>	

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	ADOPTED BUDGET	UNAUDITED ACTUALS		
<b>CAPITAL REVENUES</b>				
Local Transit Capital (TDA)	61,200	12,460	48,740	79.6%
RM2 Capital	350,000	-	350,000	100.0%
Other Government Agencies	110,700	-	110,700	100.0%
<b>TOTAL CAPITAL REVENUES</b>	<b>521,900</b>	<b>12,460</b>	<b>509,440</b>	<b>97.6%</b>
<b>CAPITAL EXPENSES</b>				
Vehicles	154,200	-	154,200	100.0%
Buildings & Improvements	367,700	12,460	355,240	96.6%
<b>TOTAL CAPITAL EXPENSES</b>	<b>521,900</b>	<b>12,460</b>	<b>509,440</b>	<b>97.6%</b>
<b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
DEPRECIATION	8,300	1	8,299	100.0%

31600 St. Helena  
Statement of Revenue, Expenses

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
REVENUES	ADOPTED BUDGET	UNAUDITED ACTUALS		
REV- OPERATIONS				
Farebox	1,700	1,492	(208)	-12.2%
City of St. Helena- Farebox Contribution	16,200	16,780	580	3.6%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>17,900</b>	<b>18,272</b>	<b>(372)</b>	<b>-2.08%</b>
<b>TOTAL- LOCAL TRANSPORT FUNDS (TDA)</b>	<b>72,400</b>	<b>48,319</b>	<b>(24,081)</b>	<b>-33.3%</b>
REV- INTERGOVERNMENTAL				
Federal: FTA 5307, Operating	34,300	30,000	(4,300)	-12.5%
Federal: FTA 5311 (Rural Routes)	-	58,334	58,334	100.0%
State: State Transit Assistance (STA)	60,000	46,596	(13,404)	-22.3%
<b>TOTAL- INTERGOVERNMENTAL REV</b>	<b>94,300</b>	<b>134,930</b>	<b>40,630</b>	<b>43.1%</b>
REV- INTEREST INCOME	600	1,171	571	95.2%
<b>TOTAL REVENUES</b>	<b>185,200</b>	<b>202,692</b>	<b>17,492</b>	<b>9.4%</b>

**OPERATING EXPENSES**

PERSONNEL COSTS				
Salary Allocation	3,500	200	3,300	94.3%
<b>TOTAL PERSONNEL COSTS</b>	<b>3,500</b>	<b>200</b>	<b>3,300</b>	<b>94.3%</b>
OPERATING EXPENSES				
Office Expenses	500	100	400	80.0%
Marketing: Ads & Notices	2,200	1,545	655	29.8%
Printing	1,000	-	1,000	100.0%
Rental/Leases/ Facilities Expense	1,300	2,256	(956)	-73.5%
PSS: Mgmt Info Services (IT)	340	340	-	0.0%
PSS: Legal Expenses	200	149	51	25.7%
PSS: Accounting & Audit	600	101	499	83.2%
PSS: Other	5,000	-	5,000	100.0%
Fuel	13,000	20,957	(7,957)	-61.2%
Purchased Transportation	151,000	136,528	14,472	9.6%
Fuel Contingency (1)	3,000	-	3,000	100.0%
Operations Contingency (2)	3,560	-	3,560	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>181,700</b>	<b>161,975</b>	<b>19,725</b>	<b>10.9%</b>
<b>TOTAL OPERATING COSTS</b>	<b>185,200</b>	<b>162,175</b>	<b>23,025</b>	<b>12.4%</b>

<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 40,517</b>	<b>\$ 40,517</b>	
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	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
CAPITAL REVENUES	ADOPTED BUDGET	UNAUDITED ACTUALS		
Federal: FTA 5307, 5309 (SGR), 5311 Capital	-	127,127	127,127	0.0%
Local Transit Capital (TDA)	-	16,471	16,471	0.0%
<b>TOTAL CAPITAL REVENUES</b>	<b>-</b>	<b>143,598</b>	<b>143,598</b>	<b>0.0%</b>
<b>CAPITAL EXPENSES</b>				
Vehicles	-	143,598	143,598	0.0%
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>143,598</b>	<b>143,598</b>	<b>0.0%</b>
<b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>(0)</b>	<b>(0)</b>	<b>0.0%</b>

DEPRECIATION	22,000	20,571	1,429	6.5%
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# 31800 Calistoga

## Statement of Revenue, Expenses

	FY 2011-2012	FY 2011-2012	Diff Better/ (Worse)	Difference %
	ADOPTED BUDGET	UNAUDITED ACTUALS		
<b>REVENUES</b>				
REV- OPERATIONS				
Farebox	6,100	5,532	(569)	-9.3%
City of Calistoga- Farebox Contribution	13,600	14,804	1,204	8.9%
<b>TOTAL - OPERATIONAL REVENUE</b>	<b>19,700</b>	<b>20,336</b>	<b>636</b>	<b>3.2%</b>
<b>TOTAL- LOCAL TRANSPORT FUNDS (TDA)</b>	<b>92,900</b>	<b>119,310</b>	<b>26,410</b>	<b>28.4%</b>
REV- INTERGOVERNMENTAL				
Federal: FTA 5307, Operating	39,800	20,000	(19,800)	-49.7%
Federal: FTA 5311 (Rural Routes)	-	58,334	58,334	0.0%
State: State Transit Assistance (STA)	50,000	-	(50,000)	-100.0%
<b>TOTAL- INTERGOVERNMENTAL REV</b>	<b>89,800</b>	<b>78,334</b>	<b>(11,466)</b>	<b>-12.8%</b>
REV- INTEREST INCOME	1,000	774	(226)	-22.6%
<b>TOTAL REVENUES</b>	<b>203,400</b>	<b>218,754</b>	<b>15,354</b>	<b>7.5%</b>
<b>OPERATING EXPENSES</b>				
PERSONNEL COSTS				
Salary Allocation	6,700	3,896	2,804	41.9%
<b>TOTAL PERSONNEL COSTS</b>	<b>6,700</b>	<b>3,896</b>	<b>2,804</b>	<b>41.9%</b>
OPERATING EXPENSES				
Miscellaneous Expenses	-	11,445	(11,445)	0.0%
Office Expenses	500	100	400	80.0%
Marketing: Ads & Notices	2,000	8,516	(6,516)	-325.8%
Printing	500	207	293	58.7%
Rental/Leases/ Facilities Expense	1,600	2,256	(656)	-41.0%
PSS: Mgmt Info Services (IT)	400	351	49	12.3%
PSS: Legal Expenses	200	-	200	100.0%
PSS: Accounting & Audit	600	34	566	94.4%
Fuel	13,000	7,780	5,220	40.2%
Purchased Transportation	171,000	150,771	20,229	11.8%
Fuel Contingency (1)	3,000	-	3,000	100.0%
Operations Contingency (2)	3,900	-	3,900	100.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>196,700</b>	<b>181,459</b>	<b>15,241</b>	<b>7.7%</b>
<b>TOTAL OPERATING COSTS</b>	<b>203,400</b>	<b>185,355</b>	<b>18,045</b>	<b>8.9%</b>
<b>NET CHANGE IN OPERATIONS</b>	<b>\$ -</b>	<b>\$ 33,399</b>	<b>\$ 33,399</b>	
<b>CAPITAL REVENUES</b>				
Federal: FTA 5307, 5309 (SGR), 5311 Capital	-	127,127	(127,127)	0.0%
Local Transit Capital (TDA)	-	16,471	(16,471)	0.0%
<b>TOTAL CAPITAL REVENUES</b>	<b>-</b>	<b>143,598</b>	<b>143,598</b>	<b>0.0%</b>
<b>CAPITAL EXPENSES</b>				
Vehicles	-	143,598	(143,598)	0.0%
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>143,598</b>	<b>143,598</b>	<b>0.0%</b>
<b>NET CHANGE IN CAPITAL</b>	<b>-</b>	<b>(0)</b>	<b>(0)</b>	<b>0.0%</b>
DEPRECIATION	9,000	12,084	(3,084)	-34.3%