

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, February 18, 2026
1:00 PM

JoAnn Busenbark Board Room

NVTA Board of Directors

All materials relating to an agenda item for an open session of a regular meeting of the NVTA Board of Directors are posted on the NVTA website at: <https://nvta.legistar.com/Calendar.aspx>

This meeting will be conducted as an in-person meeting at the location noted above. Remote teleconference access is provided for the public's convenience and in the event a Board Member requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Board Member is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only and in the event that the Zoom teleconference connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access and take action on any agenda item. The public may participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 864 1754 4351
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 864 1754 4351 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrjLcW9uRmA0EE6w-eKZyw?app=desktop>

The agenda will be posted 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 NVTA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTA holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email info@nvta.ca.gov to request a copy of the agenda.

Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at the NVTA office at 625 Burnell Street, Napa, CA 94559 and will be made available to the public on the NVTA website at nvta.ca.gov. 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 comment on matters within the subject matter of the Board's jurisdiction, that are not on the meeting agenda during the general Public Comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

Members of the public may submit a public comment in writing by emailing info@nvta.ca.gov by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to info@nvta.ca.gov after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

1. To comment while attending via Zoom, click the "Raise Your Hand" button (click on the "Participants" tab) to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions for how to "Raise Your Hand" are available at <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

2. To comment by phone, press "*9" to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself by pressing "*6" when it is your turn to make your comment, for up to 3 minutes. After the allotted time, you will be re-muted.

The methods of observing, listening, or providing public comment to the meeting may be altered due to technical difficulties or the meeting may be cancelled, if needed.

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

Information on obtaining the agenda in an alternate format is noted below:

Americans with Disabilities Act (ADA): 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 Laura Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Acceso y el Titulo VI: La NVTA puede proveer asistencia/facilitar la comunicaci3n a las personas discapacitadas y los individuos con conocimiento limitado del ingl3s quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al n3mero (707) 259-8633. Requerimos que solicite asistencia con tres d3as h3biles de anticipaci3n para poderle proveer asistencia.

Ang Accessibility at Title VI: Ang NVTA ay nagkakaloob ng mga serbisyo/akomodasyon kung hilingin ang mga ito, ng mga taong may kapansanan at mga indibiduwal na may limitadong kaalaman sa wikang Ingles, na nais na matugunan ang mga bagay-bagay na may kinalaman sa NVTA-TA Board. Para sa mga tulong sa akomodasyon o pagsasalin-wika, mangyari lang tumawag sa (707) 259-8633. Kakailanganin namin ng paunang abiso na tatlong araw na may pasok sa trabaho para matugunan ang inyong kahilingan.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Executive Director's Update
8. Caltrans' Update

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

10. PRESENTATIONS

11. CONSENT AGENDA ITEMS

- 11.1 **Meeting Minutes of January 21, 2026 (Laura Sanderlin) (Pages 8-11)**
- Recommendation: Board action will approve the minutes of the January 21 regular meeting.
- Estimated Time: 1:40 p.m.
- Attachments: [Draft Minutes](#)
- 11.2 **Paratransit Coordinating Council (PCC) Member Appointment to the Napa Valley Transportation Authority (NVTA) Board of Directors (Arcie Alvarado) (Pages 12-13)**
- Recommendation: That the Napa Valley Transportation Authority (NVTA) Board re-appoint Devereaux Smith as representative of the PCC as a non-voting member to the NVTA Board of Directors for Calendar Year 2026.
- Estimated Time: 1:40 p.m.
- Attachments: [Staff Report](#)

11.3 Napa Valley Transportation Authority’s (NVTA) Annual Financial Statement with Independent Auditor’s Report for the Years Ended June 30, 2025 and 2024 and Single Audit Report of Uniform Guidance (Antonio Onorato) (Pages 14-112)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Accept and file the Financial Statements with Independent Auditor’s Report for Fiscal Years Ending June 30, 2025 and 2024 and the NVTA Single Audit Report of the Uniform Guidance for the Year Ended June 30, 2025; and
- (2) Return an allocation surplus of \$316,463 to the Local Transportation Fund (LTF) Trust Fund

Estimated Time: 1:40 p.m.

Attachments: [Staff Report](#)

11.4 Resolution No. 26-01 Adopting the Transportation Fund for Clean Air (TFCA) Program Manager Expenditure Plan for Fiscal Year End (FYE) 2027 (Addrell Coleman) (Pages 113-119)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 26-01 adopting the Transportation Fund for Clean Air (TFCA) 40% Fund Draft Expenditure Plan for FYE 2027 which includes the Napa County Bikeways program FYE 2027 allocation.

Estimated Time: 1:40 p.m.

Attachments: [Staff Report](#)

11.5 Countywide Transportation Plan - Projects and Programs List (Addrell Coleman) (Pages 120-128)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board of Directors adopt the Countywide Transportation Plan (CTP) List of Projects and Programs.

Estimated Time: 1:40 p.m.

Attachments: [Staff Report](#)

11.6 SR 29 / SR 12 / Airport Blvd Cooperative Agreement with the California Department of Transportation (Caltrans) (Grant Bailey) (Pages 129-163)

Recommendation: That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to negotiate, execute, and make minor modifications to the cooperative agreement with Caltrans for the Project Approval and Environmental Document (PA&ED) phase of the SR 29 / SR 12 / Airport Boulevard project.

Estimated Time: 1:40 p.m.

Attachments: [Staff Report](#)

11.7 Vine Transit Update (Rebecca Schenck) (Pages 164-173)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receives the second quarter of Fiscal Year 2025-2026 Vine Transit update.

Estimated Time: 1:40 p.m.

Attachments: [Staff Report](#)

11.8 Federal and State Legislative Update (Danielle Schmitz) (Pages 174-186)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update, State Legislative Update, and the updated Bill Matrix for February 2026.

Estimated Time: 1:40 p.m.

Attachments: [Staff Report](#)

12. REGULAR AGENDA ITEMS

**12.1 Draft Napa Countywide Active Transportation Plan Release
(Patrick Band) (Pages 187-191)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board release the draft Napa Countywide Active Transportation Plan (AT Plan) for a 28-day public comment period.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

**12.2 State Route 29 (SR29) American Canyon Alternative Analysis
(Grant Bailey) (Pages 192-202)**

Recommendation: That the Napa Valley Transportation Authority Board authorize staff to advance Build Alternative 1 (Signalized Intersections) as the preferred alternative for continued environmental review and engineering in the PA&ED phase of the American Canyon SR29 Corridor Improvements Project and discontinue further environmental analysis of Build Alternative 2 (Roundabouts).

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**12.3 Agreement 25-C49 with Equans Ineo Systrans USA Inc (dba
Equans) for a Computer Aided Dispatch/Automated Vehicle
Location (CAD/AVL) System and Automated Demand Response
Dispatching Software (Rebecca Schenck) (Pages 203-239)**

Recommendation: That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee to execute, and allow for minor modifications to Agreement 25-C49 with Ineo Systrans USA Inc (doing business as Equans) for a new CAD/AVL system and Automated Demand Response Dispatching Software for a period of up to five (5) years for an amount not to exceed \$1,850,000.

Estimated Time: 2:20 p.m.

Attachments: [Staff Report](#)

12.4 Mobility Management (Rebecca Schenck) (Pages 240-262)

Recommendation: Information only

Estimated Time: 2:35 p.m.

Attachments: [Staff Report](#)

13. FUTURE AGENDA ITEMS**14. ADJOURNMENT****14.1 The next Regular Meeting is Wednesday, March 18th.**

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 NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, February 13th.

Laura M. Sanderlin
NVTA Board Secretary

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVRTA Board of Directors

JoAnn Busenbark Board Room

Wednesday, January 21, 2026

1:00 PM

1. Call to Order

Chair Joseph called the meeting to order at 1:04pm.

2. Pledge of Allegiance

Chair Joseph recited the Pledge of Allegiance.

3. Roll Call

Present:

Scott Sedgley
Donald Williams
Kevin Eisenberg
Michelle Deasy
Bernie Narvaez
Liz Alessio
Mark Joseph
Amber Manfree
Pam Reeves

Non-Voting:

Devereaux Smith

Absent:

Pierre Washington
Paul Dohring
Eric Knight

4. Adoption of the Agenda

Motion MOVED by WILLIAMS, SECONDED by ALESSIO to APPROVE Agenda Item 4. for adoption of the agenda. Motion passed.

Aye: 20 - Sedgley, Williams, Eisenberg, Deasy, Narvaez, Alessio, Joseph, Manfree, and Reeves

Absent: 4 - Washington, Dohring, and Knight

5. Public Comment

Public comment by Jonathan Mintzer, frequent rider of The Vine, expressed gratitude for agency's efforts in aligning the 11X bus route with the Vallejo Ferry times and would like to see continued alignment and more frequent times offered as funding allows. Noted lapse in GPS bus locations updates and helpful dispatchers.

6. Chairperson's, Board Members', Metropolitan Transportation

Commissioner's, and Association of Bay Area Governments Update

Chair Joseph welcomed Town of Yountville newly appointed alternate, Pam Reeves.

Director Alessio reported her planned attendance at the legislative conference for NACo, National Association of Counties and intends to focus on policies related to FEMA and transportation.

Director Manfree reported recent MTC activities.

{Director Deasy entered meeting at 1:09pm}

7. Executive Director's Update

Executive Director Schmitz reported:

- recent appointment to Clipper Executive Board for a two-year term
- King tides flooding in early January resulted in road closures, highlights the need for SR37 Resilient Project
- Agency recently awarded just under \$600,000 in Federal Rural and Small Transit Funds for the purchase of four paratransit vehicles
- Acknowledgement to staff for recommending to re-bid the Redwood Park and Ride Improvement Project construction contract which resulted in seven bids that were below estimate
- Focus group meetings being scheduled regarding the Countywide Transportation Plan

8. Caltrans' Update

Project update reported by Amani Meligy and Rob Effinger of Caltrans District 4.

Director Alessio extended gratitude for presenters in person attendance.

Director Manfree suggested more communication to local community members regarding the benefits five-way roundabouts.

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

9. PRESENTATIONS

9.1 NVTA Project Update (Grant Bailey)

Information only/No action taken

Director Narvaez inquired about the process of decreasing speed limit from 50 to 35 mph on the American Canyon SR 29 Corridor. Staff noted a recent Caltrans design information bulletin related to the safety of this adjustment for guidance.

Director Williams inquired about the calculation of Vehicle Miles Traveled (VMT) for each considered alternative.

Director Eisenberg inquired about the methods of bicyclist safety efforts in proposed roundabout options.

Director Manfree commented on the traffic modeling strategy when considering alternative options.

Director Deasy questioned the weighing of the evaluation criteria and how that was factored into the analysis.

Chair Joseph noted concern of traffic impacts from adding signals and reluctance to signal synchronization being effective at improving traffic flow.

Director Alessio requested for a Kimley-Horn representative to attend the board meeting when the item is brought for approval.

10. CONSENT AGENDA ITEMS

Motion MOVED by ALESSIO, SECONDED by WILLIAMS to APPROVE Consent Agenda Items 10.1-10.5. Motion passed unanimously.

Aye: 20 - Sedgley, Williams, Eisenberg, Deasy, Narvaez, Alessio, Joseph, Manfree, and Reeves

Absent: 4 - Washington, Dohring, and Knight

10.1 Meeting Minutes of December 17, 2025 (Laura Sanderlin) (Pages 8-11)

Attachments: [Draft Minutes](#)

10.2 Federal and State Legislative Update (Danielle Schmitz) (Pages 12-27)

Attachments: [Staff Report](#)

10.3 Project Work Order with T.Y Lin (Grant Bailey) (Pages 28-36)

Attachments: [Staff Report](#)

10.4 Amendment No. 1 of Agreement No. 22-C32 with Platinum Advisors, LLC (Antonio Onorato) (Pages 37-40)

Attachments: [Staff Report](#)

10.5 Redwood Park & Ride Improvement Project Construction Contract (Grant Bailey) (Pages 41-119)

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS

11.1 Establish an Ad Hoc Budget Committee (Antonio Onorato) (Pages 120-121)

Attachments: [Staff Report](#)

Chair Joseph noted his recommendation to have the Chair and Vice Chair serve on the ad hoc budget committee, and will reach out to other directors to discuss interest.

Motion MOVED by NARVAEZ, SECONDED by EISENBERG to APPROVE Agenda Item 11.1 forming an Ad Hoc Committee for the biennial budget cycle and authorizing the Chair to appoint members. Motion passed unanimously.

Aye: 20 - Sedgley, Williams, Eisenberg, Deasy, Narvaez, Alessio, Joseph, Manfree, and Reeves

Absent: 4 - Washington, Dohring, and Knight

12. FUTURE AGENDA ITEMS

- Mobility Manager Program
- Update from JPA Governance Ad Hoc Committee

14. ADJOURNMENT

Chair Joseph adjourned the meeting at 2:09pm.

14.1 The next Regular Meeting is February 18, 2026.

Laura M. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Arcie Alvarado, Administrative Assistant
(707) 259-8780 / Email: aalvarado@nvta.ca.gov
SUBJECT: Paratransit Coordinating Council (PCC) Member Appointment to the Napa Valley Transportation Authority (NVTA) Board of Directors

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board re-appoint Devereaux Smith as representative of the PCC as a non-voting member to the NVTA Board of Directors for Calendar Year 2026.

COMMITTEE RECOMMENDATION

At its regular meeting on January 8, 2026, the PCC passed a motion to recommend the NVTA Board reappoint Devereaux Smith to serve in the position of PCC representative on the NVTA Board.

EXECUTIVE SUMMARY

Ms. Smith has been a member of the PCC since September 2023 and was appointed as the PCC representative to the NVTA Board in January 2024. The PCC representative position is up for reappointment.

FISCAL IMPACT

None

CEQA REQUIREMENTS

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

BACKGROUND

The PCC was formed by NVTA to advise the Board on transportation issues, associated with seniors and persons with disabilities. Ms. Smith was appointed to the PCC in September 2023 as a member representing a social service provider for seniors.

Per Section 4.3.1 of the Joint Powers Agreement for NVTA, the governing body shall be composed of 12 elected officials, each appointed by their member jurisdiction and one non-voting member appointed by the Board upon nomination by the PCC.

ALTERNATIVES

The Board could decide not to approve the recommended appointment and the position would become vacant.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

A representative from the PCC serves on the Board in an advisory capacity to support the needs of special transportation interests including seniors and persons with disabilities.

ATTACHMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov

SUBJECT: Napa Valley Transportation Authority's (NVTA) Annual Financial Statement with Independent Auditor's Report for the Years Ended June 30, 2025 and 2024 and Single Audit Report of Uniform Guidance

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Accept and file the Financial Statements with Independent Auditor's Report for Fiscal Years Ending June 30, 2025 and 2024 (Attachment 2) and the NVTA Single Audit Report of the Uniform Guidance for the Year Ended June 30, 2025 (Attachment 3); and
- (2) Return an allocation surplus of \$316,463 to the Local Transportation Fund (LTF) Trust Fund

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The certified public accountant firm, Brown Armstrong Incorporated, completed NVTA's annual financial audit for the years ended June 30, 2025 and 2024 and federal Single Audit Report of Uniform Guidance for the fiscal year ended June 30, 2025. These reports summarize NVTA's financial position at the end of the fiscal year.

FISCAL IMPACT

\$316,463 will be returned to the Local Transportation Fund for reallocation, which will be made available for future allocation to NVTa when requested.

BACKGROUND

NVTa Financial Activities

NVTa financial activities are separated into three (3) fund types:

1. **Governmental Fund:** This fund type accounts for all the non-trust, non-transit, non-capital activities of NVTa, also known as the General Fund. It includes agency administration, salaries, pass-through activities, and planning costs.

The Governmental activities Net Position decreased by \$1,077,874 from \$2,047,091 in FY2023-24 to \$969,217 in FY2024-25. The reason for the decline was related to payments to vendors for costs overruns associated with the Vine Trail project.

A claim to Pacific Gas and Electric for \$2,955,000 was not included in the financial statements in accordance with Generally Accepted Accounting Principles (GAAP). This decision reflects the speculative nature of the outcome, which cannot be reasonably determined or recognized at this time.

2. **Proprietary Fund (or Enterprise Fund):** This fund accounts for the financial activity of all public transit service programs and capital acquisitions. At the end of FY 2024-25, the enterprise fund net position increased by \$14,759,844 from \$44,426,495 to \$59,186,339.

The enterprise fund significantly increased assets due to the purchase of fourteen new battery electric zero-emission buses offset with some equipment disposals.

NVTa will also return an allocation surplus back to the Local Transportation Fund (LTF) trust account of \$316,463. These funds were allocated as stop-gap advance to federal appropriations and grant approval delays and are no longer needed for expenses incurred in the fiscal year. These dedicated funds will be available for reallocation in a future period should NVTa request the funds.

3. **Fiduciary Funds:** This fund type accounts for the Bay Area Air Quality Management's (BAAQMD) Transportation for Clean Air Fund. The funds pass through NVTa to other governments. NVTa collects an administration fee from the BAAQMD program up to five percent (5%). At the end of FY 2024-25, the Fiduciary Fund Type shows net assets of \$557,263 due to the carryover of projects into later years.

Management Discussion and Analysis

NVTA remains in a strong and improving financial position. Total net position increased from approximately \$46.5 million in FY24 to \$60.2 million in FY25, reflecting continued investment in capital projects, successful grant management, and disciplined fiscal oversight. This growth is largely attributable to significant capital contributions and ongoing infrastructure development.

Capital assets rose substantially year over year, increasing from approximately \$58.6 million to \$76.8 million, driven by major transit investments including buses, equipment and multi-modal infrastructure. These assets represent long-term investments that support regional mobility, safety, and economic vitality. Governmental expenses declined in FY 25 as several large construction projects reached completion, while transit-related expenses increased modestly, reflecting continued service delivery and operational support.

Over the past year, NVTA continued advancing transformative transportation projects that strengthen regional mobility and safety. Two landmark projects reached completion in 2024: the Soscol Junction Improvement Project, celebrated with a ribbon cutting in September 2024, and the Napa Valley Vine Trail's St. Helena-to-Calistoga segment, which opened to the public in August 2024. Both projects represent the culmination of decades of planning and investment and are delivering lasting benefits for residents, commuters, and visitors while significantly improving the region's transportation network.

As these major efforts concluded, NVTA began planning for the next generation of priority projects focused on southern Napa County and key gateways to the Napa Valley. These include improvements to State Route 29 in American Canyon and the proposed interchange at State Route 12 and State Route 29 at Airport Boulevard. Work on these projects is now underway, with environmental review and alternatives analysis progressing in partnership with Caltrans to support future design and construction.

These investments continue to advance NVTA's mission to modernize transportation infrastructure, improve safety and congestion relief, expand multimodal options, and enhance quality of life throughout Napa Valley.

Summary of Net Position

Revenues	FYE25 Audited Actuals (Current Year)	FYE24 Audited Actuals (Previous Year)
CMA	\$ 10,472,321	\$ 14,901,594
Public Transit	34,444,317	26,114,615
Total	\$44,916,638 +\$3,900,429	\$41,016,209

Expenditures	FYE25 Audited Actuals (Current Year)	FYE24 Audited Actuals (Previous Year)
CMA	\$ 11,480,004	\$ 15,751,694
Public Transit	16,514,280	15,039,350
Depreciation	3,170,193	3,307,608
Total	\$31,234,668 -\$2,863,984	\$34,098,652

Net Position	FYE25 Audited Actuals (Current Year)	FYE24 Audited Actuals (Previous Year)
CMA	\$ 969,217	\$ 2,047,091
Public Transit	59,186,339	44,426,495
Total Difference More/(Less)	\$ 60,155,556 +\$13,681,970	\$ 46,473,586

Farebox Ratio

Due to the COVID-19 pandemic, transit agencies statewide, including Vine Transit, have experienced significant declines in local farebox revenues. In response, the State of California has provided statutory and administrative/regulatory relief for public transportation agencies. Senate Bill No. 125 (SB 125) was approved by the Governor in

July 2023. The bill temporarily suspends the financial penalties associated with the TDA's requirements that transit agencies obtain specified fixed percentages of their operating budgets from passenger fares through the 2025-2026 budget years. For the years ended June 30, 2025 and 2024, the farebox recovery ratios were suspended because of the COVID-19 health pandemic.

Farebox for the Vine and American Canyon combined was 17.60% and 14.58% for the years ended June 30, 2024 and 2023. Without the use of local funds, sale of asset revenue, and chargebacks to meet statutory requirements, operational farebox for the years ended June 30, 2025 and 2024, is roughly 8% and 6% respectively.

Single Audit Report of Uniform Guidance (formerly Office of Management and Budget Announcement 133 OMB A-133)

NVTA is required to undergo a Single Audit, known as the Uniform Guidance for receiving funds in excess of \$750,000. A Single Audit encompasses an examination of the agency's financial records, financial statements, federal award transactions and expenditures, general management of its operations, internal control systems, and federal assistance received during the audit period. Findings during the audit period ending June 30, 2025:

Financial: There were no financial findings.

Federal Award Findings and Questioned Costs: There were no findings.

Material Weakness: No material weaknesses were noted.

Recommendations: There were no recommendations noted.

The complete audits are available on request and will be distributed to Board members at the meeting. The financial audit and single audit are also available on NVTA's website at <http://www.nvta.ca.gov/fiscal-audits-single-audits>.

ATTACHMENTS

- (1) Brown Armstrong CPA's Letter to NVTA's Board of Directors dated December 29, 2025 (SAS 114)
- (2) NVTA Audit Report for Fiscal Years Ended June 30, 2025 and 2024
- (3) NVTA Single Audit Report for Fiscal Years Ended June 30, 2025



www.ba.cpa
661-324-4971

To the Honorable Members
of the Board of Directors
Napa Valley Transportation Authority
Napa, California

We have audited the financial statements of Napa Valley Transportation Authority (NVTA) for the year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 19, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by NVTA are described in Note 1 to the financial statements. During the fiscal year ended June 30, 2025, NVTA adopted Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*, and GASB Statement No. 102, *Certain Risk Disclosures*. We noted no transactions entered into by NVTA during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting NVTA's financial statements were:

Management's estimate of the useful lives of capital assets for the purpose of calculation of annual depreciation expense. Estimated useful lives range from one to twenty years. We evaluated the methods, assumptions, and data used to develop the estimate of the useful lives of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the Other Post-Employment Benefits (OPEB) is based on actual valuations that involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. We evaluated the methods, assumptions, and data used to develop the estimate of the useful lives of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability, related expense, and deferred outflows of resources and inflows of resources are based on actuarial valuations that involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. We evaluated the methods, assumptions, and data used to develop the estimate of the useful lives of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

BAKERSFIELD
4200 Truxtun Avenue, Suite 300
Bakersfield, CA 93309
661-324-4971

FRESNO
10 River Park Place East, Suite 208
Fresno, CA 93720
559-476-3592

STOCKTON
2423 West March Lane, Suite 202
Stockton, CA 95207
209-451-4833

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements were:

The disclosure of Capital Assets, Pension Plan and OPEB in Notes 4, 8 and 9 to the financial statements, respectively.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 29, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to NVTA's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as NVTA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis; Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Government Fund – Planning Fund; Schedule of Changes in Net OPEB Liability/(Asset) and Related Ratios; Schedule of Contributions – OPEB, Schedule of NVTA's Proportionate Share of the Net Pension Liability, and Schedule of Contributions – Pension, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Statements of Revenues, Expenses, and Changes in Fund Net Position – Enterprise Fund – Transit Related by Operation, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and

evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of NVTA and is not intended to be, and should not be, used by anyone other than these specified parties.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
December 29, 2025



**NAPA VALLEY
TRANSPORTATION AUTHORITY**

**FINANCIAL STATEMENTS
WITH
INDEPENDENT AUDITOR'S REPORT**

**FOR THE YEARS ENDED
JUNE 30, 2025 AND 2024**

**NAPA VALLEY TRANSPORTATION AUTHORITY
JUNE 30, 2025 AND 2024**

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditor’s Report	1
Management’s Discussion and Analysis.....	4
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statements of Net Position	12
Statements of Activities	14
Fund Financial Statements:	
Planning Fund:	
Balance Sheets	16
Reconciliation of the Planning Fund Balance Sheets to the Statements of Net Position.....	17
Statements of Revenues, Expenditures, and Changes in Fund Balance	18
Reconciliation of the Statements of Revenues, Expenditures, and Changes in Fund Balance of the Planning Fund to the Government-Wide Statements of Activities – Governmental Activities	19
Transit Fund:	
Statements of Fund Net Position	20
Statements of Revenues, Expenses, and Changes in Fund Net Position	21
Statements of Cash Flows	22
Air Quality Management Fund:	
Statements of Fiduciary Net Position	24
Statements of Changes in Fiduciary Net Position.....	25
Notes to the Basic Financial Statements	26
Required Supplementary Information:	
Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Governmental Fund – Planning Fund	56
Note to Required Supplementary Information:	
Budgets and Budgetary Accounting	58
Schedule of Changes in the Net Other Postemployment Benefits (OPEB) Liability/(Asset) and Related Ratios.....	59
Schedule of Contributions – OPEB.....	61
Schedule of NVTA’s Proportionate Share of the Net Pension Liability	62
Schedule of Contributions – Pension.....	63
Supplementary Information:	
Statements of Revenues, Expenses, and Changes in Fund Net Position – Enterprise Fund – Transit Related by Operation	64
Other Reports:	
Independent Auditor’s Report on Compliance Over Financial Reporting Based on an Audit of Basic Financial Statements Performed in Accordance with the Statutes, Rules, and Regulations of the California Transportation Development Act and the Allocation Instructions and Resolutions of the Metropolitan Transportation Commission	68
Independent Auditor’s Report on State Compliance	70

INDEPENDENT AUDITOR'S REPORT

To the Honorable Members
of the Board of Directors
Napa Valley Transportation Authority
Napa, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of Napa Valley Transportation Authority (NVTA) as of and for the years ended June 30, 2025 and 2024, and the related notes to the basic financial statements, which collectively comprise NVTA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of NVTA, as of June 30, 2025 and 2024, and the respective changes in financial position, and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of NVTA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about NVTA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NVTA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about NVTA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Budgetary Comparison Information, Schedule of Changes in the Net Other Postemployment Benefit (OPEB) Liability/(Asset) and Related Ratios, Schedule of Contributions – OPEB, Schedule of NVTA's Proportionate Share of the Net Pension Liability, and Schedule of Contributions – Pension, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

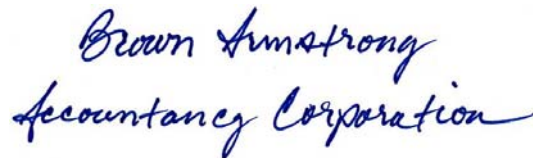
Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise NVTA's basic financial statements. The accompanying Statements of Revenues, Expenses, and Changes in Fund Net Position – Enterprise Fund – Transit Related by Operation are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Statements of Revenues, Expenses, and Changes in Fund Net Position – Enterprise Fund – Transit Related by Operation are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 29, 2025, on our consideration of NVTA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NVTA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the NVTA's internal control over financial reporting and compliance.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

A handwritten signature in blue ink that reads "Brown Armstrong Accountancy Corporation". The signature is written in a cursive, flowing style.

Bakersfield, California
December 29, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

**NAPA VALLEY TRANSPORTATION AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

This section of Napa Valley Transportation Authority's (NVTA) annual financial report presents our discussion and analysis of NVTA's financial performance during the years ended June 30, 2025 and 2024. It should be read in conjunction with the basic financial statements contained in the independent auditor's report.

NVTA serves as the countywide transportation planning agency for the incorporated and unincorporated areas within Napa County (the County) and is responsible for programming State and Federal funding for transportation projects within the County. NVTA is responsible for coordinating short and long term planning and funding within an intermodal policy framework including highways, streets and roads, transit and paratransit, and bicycle and pedestrian network improvements. NVTA also provides fixed route and on-demand transit services in the County including Napa Vine, American Canyon Transit, Calistoga Shuttle, Yountville Trolley, St. Helena Shuttle, and Vine Go paratransit services.

NVTA was established on September 3, 1991, as the County's congestion management agency, under a joint exercise of power. The joint powers agreement was updated in May 1998 to provide public transportation services in the County. The NVTA Board of Directors (the Board) adopted a name change from the Napa County Transportation and Planning Agency (NCTPA) to the new name at its February 17, 2016 meeting. NVTA is considered a primary government since it has a separate governing body, is legally separate, and is fiscally independent of other state and local governments. NVTA is not subject to income tax.

Financial Highlights

- At the close of the fiscal year 2024-2025, total assets and deferred outflows of resources of NVTA exceeded liabilities and deferred inflows of resources of NVTA by \$60,155,556. Of this amount, \$58,625,343 is the net investment in capital assets. The remaining \$1,530,213 represents unrestricted net position.
- At the close of the fiscal year 2023-2024, total assets and deferred outflows of resources of NVTA exceeded liabilities and deferred inflows of resources of NVTA by \$46,473,586. Of this amount, \$40,464,936 is the net investment in capital assets. The remaining \$6,008,650 represents unrestricted net position.
- As of June 30, 2025, NVTA's Governmental Activities reported an ending net position of \$969,217 or 8% of total governmental fund expenditures.
- As of June 30, 2024, NVTA's Governmental Activities reported an ending net position of \$2,047,091 or 13% of total governmental fund expenditures.
- Capital contributions in the form of grants from the Federal and State governments increased from \$3,535,265 in fiscal year 2023-2024 to \$15,156,364 in fiscal year 2024-2025. Capital purchases for the year were for construction in progress expenses, zero emission buses, and transit related equipment.
- Capital contributions in the form of grants from the Federal and State governments decreased from \$6,737,851 in fiscal year 2022-2023 to \$3,535,265 in fiscal year 2023-2024. Capital purchases for the year were for construction in progress expenses, zero emission buses, and transit related equipment.
- NVTA continues to improve operation performance, compliance, and accountability during fiscal year 2024-2025 by making investments in professional management, fiscal controls, and accounting.

Overview of the Basic Financial Statements

This annual report consists of three parts – management’s discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of NVTA’s financial position and activity.

- The first two statements are *government-wide* financial statements that provide both *long-term* and *short-term* information about NVTA’s overall financial status.
- The remaining statements are *fund* financial statements that focus on individual parts of NVTA’s organization. These statements report NVTA’s financial position and activity. The annual report also includes notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that includes budgetary comparison information for NVTA’s governmental fund.

Government-Wide Financial Statements

The government-wide financial statements report information about NVTA as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of NVTA’s assets and liabilities, deferred outflows of resources and deferred inflows of resources, and long-term obligations. All of the current year’s revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two government-wide financial statements report NVTA’s net position and how it has changed. Net position – the difference between NVTA’s assets and liabilities – is one way to measure NVTA’s financial health, or position. Over time, increases or decreases in NVTA’s net position are indicators of whether its financial health is improving or deteriorating, respectively.

Fund Financial Statements

The fund financial statements provide a detailed short-term view and do not include information related to NVTA’s long-term liabilities. Additional information is provided on separate schedules that reconcile the differences between the government-wide financial statements and the fund financial statements.

A component unit is included in the basic financial statements and is a legally separate entity for which NVTA is financially accountable. If a component unit’s total debt is expected to be repaid entirely by NVTA, if the component unit provides services entirely to NVTA, or if the component unit has substantially the same governing board as NVTA and there is a financial benefit or burden relationship or NVTA management has operational responsibility for a component unit, then the component will be classified as a blended component unit. If a component unit does not meet any of the preceding requirements, it will be presented as a discrete component unit. NVTA – Tax Agency is reported as NVTA’s discretely presented component unit.

Financial Analysis of NVTA

Net Position

In the current fiscal year, the governmental activities net position decreased by \$1,077,874. The business-type activities net position increased \$14,759,844. The result is an overall increase in net position of \$13,681,970 or 29% in fiscal year 2024-2025 from fiscal year 2023-2024.

However, in the prior fiscal year, the governmental activities net position decreased by \$850,100. The business-type activities net position increased \$7,767,657. The result is an overall increase in net position of \$6,917,557 or 17% in fiscal year 2023-2024 from fiscal year 2022-2023.

The following schedule is a summary of NVTA's Statement of Net Position.

	As of June 30, 2025			As of June 30, 2024			As of June 30, 2023		
	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total
Current and other assets	\$ 2,313,284	\$ 48,240,828	\$ 50,554,112	\$ 8,433,328	\$ 37,175,076	\$ 45,608,404	\$ 10,632,392	\$ 11,525,213	\$ 22,157,605
Capital assets	-	76,775,042	76,775,042	-	58,614,635	58,614,635	-	50,863,851	50,863,851
Total assets	2,313,284	125,015,870	127,329,154	8,433,328	95,789,711	104,223,039	10,632,392	62,389,064	73,021,456
Deferred outflows of resources	890,556	-	890,556	993,750	-	993,750	962,351	-	962,351
Current and other liabilities	646,709	47,679,832	48,326,541	5,784,398	33,213,517	38,997,915	7,278,883	7,530,526	14,809,409
Noncurrent liabilities	1,455,561	18,149,699	19,605,260	1,526,871	18,149,699	19,676,570	1,332,334	18,199,700	19,532,034
Total liabilities	2,102,270	65,829,531	67,931,801	7,311,269	51,363,216	58,674,485	8,611,217	25,730,226	34,341,443
Deferred inflows of resources	132,353	-	132,353	68,718	-	68,718	86,335	-	86,335
Net position:									
Net investment in capital assets	-	58,625,343	58,625,343	-	40,464,936	40,464,936	-	31,664,151	31,664,151
Unrestricted net position	969,217	560,996	1,530,213	2,047,091	3,961,559	6,008,650	2,897,191	4,994,687	7,891,878
Total net position	\$ 969,217	\$ 59,186,339	\$ 60,155,556	\$ 2,047,091	\$ 44,426,495	\$ 46,473,586	\$ 2,897,191	\$ 36,658,838	\$ 39,556,029

Changes in Net Position

A summary of NVTA's Statement of Activities recapping NVTA's revenues earned during the years ended June 30, 2025, 2024, and 2023, and the expenses incurred is as follows:

	As of June 30, 2025			As of June 30, 2024			As of June 30, 2023		
	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total
Revenues:									
Program revenues:									
Fees, fines, and charges for services	\$ -	\$ 1,205,212	\$ 1,205,212	\$ -	\$ 979,220	\$ 979,220	\$ -	\$ 871,140	\$ 871,140
Operating grants and contributions	10,391,266	18,583,697	28,974,963	14,744,124	20,780,543	35,524,667	9,873,416	13,490,586	23,364,002
Capital grants and contributions	-	15,156,364	15,156,364	-	3,535,265	3,535,265	-	6,737,851	6,737,851
General revenues:									
Unrestricted interest and investment earnings	81,055	1,093,834	1,174,889	157,470	808,270	965,740	76,969	82,540	159,509
Loss from disposal of property	-	(1,594,790)	(1,594,790)	-	11,317	11,317	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-
Total revenues	10,472,321	34,444,317	44,916,638	14,901,594	26,114,615	41,016,209	9,950,385	21,182,117	31,132,502
Expenses:									
Transportation planning	11,550,195	-	11,550,195	15,751,694	-	15,751,694	9,462,021	-	9,462,021
Transit	-	19,684,473	19,684,473	-	18,346,958	18,346,958	-	16,119,117	16,119,117
Total expenses	11,550,195	19,684,473	31,234,668	15,751,694	18,346,958	34,098,652	9,462,021	16,119,117	25,581,138
Change in net position	(1,077,874)	14,759,844	13,681,970	(850,100)	7,767,657	6,917,557	488,364	5,063,000	5,551,364
Net position, beginning	2,047,091	44,426,495	46,473,586	2,897,191	36,658,838	39,556,029	2,408,827	31,595,838	34,004,665
Net position, ending	\$ 969,217	\$ 59,186,339	\$ 60,155,556	\$ 2,047,091	\$ 44,426,495	\$ 46,473,586	\$ 2,897,191	\$ 36,658,838	\$ 39,556,029

Governmental Activities

NVTA's governmental activities financial reports capture the financial information for NVTA's administration, transportation planning, coordinating of transportation, and land use in the region and programming of regional funding activities.

Governmental activities expenses decreased from \$15,751,694 in fiscal year 2023-2024 to \$11,550,195 in fiscal year 2024-2025. Governmental activities expenses increased from \$9,462,021 in fiscal year 2022-2023 to \$15,751,694 in fiscal year 2023-2024.

Governmental activities are supported by a variety of funding sources which include:

- Federal Highway Administration (FHWA) Funds
- Federal Transit Administration (FTA) Funds
- State Programming, Planning, and Monitoring (PPM) Funds

- Transportation Development Act (TDA) Funds
- One Bay Area Grant (OBAG) Funds
- Local Support from Member Agencies
- Various Special and One-Time Grants

NVTA has continued advancing transformative projects that significantly enhance the region's transportation infrastructure. Two standout projects that were completed in the year were the Soscol Junction Improvement Project, which held a ribbon cutting in July 2024, and the Napa Valley Vine Trail's St. Helena to Calistoga segment which opened to the public in August 2024. These visionary projects, conceived decades ago, have come to fruition fulfilling on promises to deliver lasting benefits to both residents and commuters, transforming the region's transportation landscape.

While Soscol Junction and the Vine Trail projects came to a close, staff took the first steps on two new projects which will eventually culminate into construction focusing on the southern portion of the County and the gateway to the Napa Valley: Improvements to State Route 29 (Highway 29) in American Canyon and the proposed interchange at State Route 12 and State Route 29 at Airport Blvd. Profiles of those projects are on page 8.

In planning and capital development, NVTA has achieved several key completion milestones across a range of active projects over the past year, marking significant progress in NVTA's mission to modernize NVTA infrastructure. Some of the marquee projects include:

Soscol Junction

NVTA and Caltrans held a ribbon-cutting ceremony in July 2024. The long-anticipated completion of the Soscol Junction project marks the culmination of decades of planning with the vision to establish an interchange at the vital south Napa County location. With an average daily traffic flow of 69,000 vehicles on Highway 29, Soscol Junction serves as the primary entry point to Napa Valley wine country and the City of Napa. Soscol Junction is expected to reduce collective traffic delays by about 1.4 million hours a year.

The three-year, \$56.7 million project replaced the signalized intersection of State Route 29, State Route 221 and Soscol Ferry Road with an interchange composed of an overpass and two roundabouts, a configuration that will add fluidity to traffic flow and reduces congestion. This accounts for two decades of planning. The project also includes Class I facility to accommodate bicycles and pedestrians through the intersection.

The project received \$19.3 million from the Solutions for Congested Corridors Program and \$422 thousand from Local Partnership Program, both created and funded by the Road Repair Accountability Act of 2017, also known as Senate Bill 1(SB1). In addition to SB1 funding, the project is funded with \$33.2 million in State and regional funds \$3.7 million in local funds.

Unlike a typical interchange with an elevated overpass where motorists make inter-route connections, most motorists at Soscol Junction will make connections at surface level on roundabouts which was hardscaped using the colors of the encompassing area. Caltrans also built 1,200 feet of Class I bicycle and pedestrian paths which will connect to the Vine Trail, a 47-mile multi-use path that will stretch from Calistoga to the ferry terminal in Vallejo.

Napa Valley Vine Trail-St. Helena to Calistoga

The Napa Valley Vine Trail is a visionary multi-use pathway designed to seamlessly connect the City of Calistoga to the Vallejo Ferry Terminal in Solano County, which will one day create a continuous 47-mile route. Once fully completed, this paved trail will serve as a vital transportation corridor for residents and visitors alike, linking existing pathways in Calistoga, Napa, American Canyon, St. Helena, the Town of Yountville, unincorporated areas of Napa County along Highway 29, and south into Vallejo. The Vine Trail represents a unique regional collaboration, requiring coordination among multiple public agencies to build across the various lands they manage.

The St. Helena-to-Calistoga segment spans 8.2 miles and is designed to support commuting, recreation, and visitor use. Although construction began in July 2022, the project experienced significant delays due to utility replacement work and unforeseen underground conflicts. Despite these challenges, major progress was achieved throughout the fiscal year, culminating in a ribbon-cutting ceremony and the official opening of the trail in August 2024.

The original construction budget in 2022 was \$13.2 million. However, due to a series of unforeseen circumstances and delays from the electrical utility's gas line relocation work, the total cost for the project was closer to \$18 million.

Other trail segments running south of the city of Napa are set to open soon. A 5.5-mile portion between American Canyon and the Vallejo Ferry Terminal will be completed by mid-September 2025. And two miles are set to be built as part of development agreements at the former Napa Pipe site and in American Canyon in 2026. That will leave a remaining three miles to connect the Napa Pipe site to American Canyon, and the Yountville to St. Helena portion.

The 10-mile stretch from Yountville to St. Helena is poised for pre-construction work in 2025. NVTA has secured \$4 million in federal funds to support this phase, and the County will oversee construction on this segment of the trail. Once finished, the trail will serve as a transformative asset for Napa Valley enhancing transportation and recreation, offering residents a safe and sustainable travel option, reducing congestion, and supporting healthier, more active living. Its scenic, accessible design will benefit cyclists, pedestrians, and visitors alike, strengthening the region's quality of life and further enriching NVTA's appeal.

State Route 12 at Airport Blvd and State Route 12 at Kelley Road Interchange Project

NVTA is advancing safety and congestion relief improvements at the State Route 29 (SR29)/State Route 12 (SR12) at Airport Boulevard and State Route 12 (SR12) at the North Kelly Road intersections in southern Napa County, also known as the Jameson Canyon interchange. Building on prior planning efforts and an existing 2008 environmental document that selected a tight diamond interchange concept, NVTA is conducting a performance-based alternatives analysis and environmental review in partnership with Caltrans.

The study will explore up to three viable interchange alternatives, including both conventional and innovative designs such as a grade-separated "dogbone" roundabout, while considering multimodal access, context sensitivity, cost-effectiveness, and future growth. The goal of NVTA's current work efforts is to refine the project footprint and update the environmental clearance to support selection of a preferred alternative and prepare for future design and construction phases.

Highway 29 American Canyon Improvements

This project aims to improve safety and operations, support transit, and increase multimodal options for pedestrians and cyclists along the State Route (SR) 29 corridor in American Canyon. In February 2023, NVTA selected two build alternatives and a no-build alternative for detailed evaluation in the project approval and environmental document (PA/ED) phase. NVTA initiated the PA/ED phase in April 2024 to further analyze these alternatives and ultimately select a preferred alternative to proceed with detailed design.

Under both alternatives, the corridor would be reconfigured with multimodal enhancements: narrowed general purpose lanes, improved transit operations, and enhanced bicycle and pedestrian facilities. Build Alternative 1 would implement these features on the existing signalized corridor. Build Alternative 2 incorporates roundabouts at intersections with crossing treatments for pedestrians and cyclists.

Business-Type Activities

NVTA's business-type activities encompass the financial reports for public transit services provided by NVTA including the Vine (fixed route transit), Vine Go (complimentary Americans with Disabilities Act (ADA) required paratransit service), American Canyon Transit (dial-a-ride transit), the Yountville Trolley (dial-a-ride transit), the St. Helena Shuttle (dial-a-ride transit), the Calistoga Shuttle (dial-a-ride transit), and a Taxi Scrip program. Each of the community shuttles are dial-a-ride transit services.

Business-type activity expenses increased from \$18,346,958 in fiscal year 2023-2024 to \$19,684,473 in fiscal year 2024-2025 which is an overall increase of 7%. The increase is accounted for by the cost increases related to amending the purchase transportation contract, increase in fuel costs, and increase in depreciation cost by adding new equipment and the Vine Bus Maintenance Facility as a fixed asset.

Business-type activity expenses increased from \$16,119,117 in fiscal year 2022-2023 to \$18,346,958 in fiscal year 2023-2024 which is an overall increase of 14%. The increase is accounted for by the cost increases related to amending the purchase transportation contract, increase in fuel costs, and increase in depreciation cost by adding new equipment and the Vine Bus Maintenance Facility as a fixed asset.

Transit operating expenses are supported by a variety of funding sources which include:

- Transportation Development Act (TDA) funds
- Federal Transit Administration (FTA) funds
- Fare revenues collected
- Regional Measure 2 (RM2) funds
- Various grants and contributions

Any TDA operating revenue received which is not spent on transit operations is returned to the LTF trust fund for future allocations as described in the Governmental Activities section.

Vine Transit System

Overall, Vine Transit continues to experience steady, but uneven ridership recovery across the system. Local fixed-route services in the City of Napa show the strongest growth, driven largely by service redesigns—particularly the shift from on-demand zones back to fixed-route operations and strategic route extensions to key destinations such as Napa Valley College and the Health & Human Services campus. In the south part of the city. These changes have resulted in higher productivity, with more passengers carried for each revenue hour compared to both the prior quarter and the same period last year. Riders appear to prefer reliable, predictable schedules, and this preference is reflected in the data.

Regional services, by contrast, experienced a small decline in ridership over the same period. Performance on these routes was affected by operational disruptions, including lengthy inspections on the freeway that impacted on-time performance and reliability. Some long commuter routes continued to underperform despite targeted efforts such as fare reductions and added stops. While the primary regional corridors remain among the most productive services in terms of passengers per revenue hour, they still fall short of pre-pandemic performance thresholds. The recent redesign of the commuter-oriented 11X aims to address these issues and improve route efficiency moving forward.

The last quarter of the year saw community shuttle services collectively increase ridership more than 11% compared to last year. This year end growth appears to be supported by the deployment of new, more visible vehicles and improved reliability in certain communities. However, performance for the year varied among shuttle services; while some shuttles demonstrate healthy demand, others fell below productivity targets and may require future adjustment.

Demand-response service through VineGo also continued to grow, with ridership increasing by roughly 9%. This upward trend reflects a return of paratransit users to regular travel following the easing of pandemic impacts, as well as the benefits of expanded outreach efforts and stronger partnerships with local organizations.

System reliability improved significantly during the quarter. The number of missed trips declined dramatically, indicating stronger service delivery from the contracted operator. This improvement supports rider confidence and contributes to overall stability in service performance.

Looking at the broader, multi-year context, Vine Transit's total annual ridership shows a gradual, but sustained recovery trajectory from pandemic lows. While overall ridership remains below pre-COVID levels, the agency has experienced consistent year-to-year gains, with fixed-route services growing more quickly than demand-response services. Taken together, these patterns suggest that travel behavior in the region is gradually returning to normal and that targeted operational and service design changes are contributing meaningfully to Vine Transit's overall recovery.

Vine Transit, Vine Go paratransit, and the St. Helena Shuttle services experienced gains in passenger tips from the previous year, but ridership on the American Canyon Shuttle, Yountville Bee and Calistoga Shuttle continue to struggle. Year-over-year passenger counts on the Vine increased by 4%, Vine Go by 9%; and St. Helena by 5%. American Canyon was down by 1%; Yountville by 17%, and Calistoga by 6%. At the end of the fiscal year, NVTA introduced fourteen new 40' battery electric buses (BEBs) into the Vine fleet for the public riding. These new zero emission buses should increase ridership by improving the overall passenger experience and strengthening public perception of the transit system. Their quieter operation, smoother ride, and more comfortable interiors create a noticeably better on-board environment, while their reliability and consistent performance can help NVTA maintain schedules and reduce service disruptions. BEBs also signal modernization and environmental responsibility, aligning the transit system with community climate goals and improving air quality in the neighborhoods they serve factors that make transit more appealing to both existing and potential riders. Although electric buses alone do not guarantee higher ridership, they contribute to a more attractive, dependable, and community-supported transit system, which can help draw more people to public transportation when paired with strong service design.

NVTA and Vine Transit are actively transforming the system to be more responsive and centered around riders' needs a long-term effort that will require phased refinements over the coming years. Many foundational improvements are already underway, laying the groundwork for a more efficient, equitable, and user-friendly transit network throughout Napa County.

BUDGETARY HIGHLIGHTS

NVTA adopts a biannual operating budget that includes proposed expenditures and the means of financing them. NVTA's budget is adopted by the Board before June 30th of each even-numbered fiscal year. Subsequent increases to the original budget must be approved by the Board. Page 59 provides a budget to actual comparison of the Governmental Fund.

For NVTA's Governmental Fund for the year ended June 30, 2025, the budget for revenues was \$13,849,800 and for expenditures was \$12,990,800. For NVTA's Governmental Fund for the year ended June 30, 2024, the budget for revenues was \$26,695,300 and for expenditures was \$26,695,300. When comparing actual expenditures and revenue to the final budget for both fiscal years, NVTA was within budget.

CAPITAL ASSETS

The governmental activities financial statements include capital assets of \$0 for fiscal years 2024-2025 and 2023-2024. Capital assets in total are composed of office furniture located at NVTA's administrative offices at the Soscol Gateway Transit Center.

The business-type activities financial statements include capital assets of \$76,775,042 and \$58,614,635 in fiscal years 2024-2025 and 2023-2024, respectively. Capital assets in total are predominantly made up of sixteen new buses, upgrades to the Napa Valley College multimodal station, and other transit related equipment.

Major additions during the year included purchases of transit related equipment and the bus maintenance facility in fiscal year 2024-2025. Major additions during the year included purchases of transit related equipment and the bus maintenance facility in fiscal year 2023-2024.

For additional information on NVTA's capital assets and capital asset activity, please refer to Note 4 in the notes to the basic financial statements.

DEBT ADMINISTRATION

As of June 30, 2025, NVTA had debt of \$18,149,699 and recorded long-term obligations for compensated absences in the amount of \$199,915. As of June 30, 2024, NVTA had debt of \$18,149,699 and recorded long-term obligations for compensated absences in the amount of \$199,186. For additional information on NVTA's debt activity, please refer to Note 5 in the notes to the basic financial statements.

CONTACTING NVTA

This financial report is designed to provide citizens, taxpayers, investors, and creditors with a general overview of NVTA's finances and to demonstrate NVTA's accountability for the money it receives. For questions about this report or any additional information needed, contact NVTA's administrative office at 625 Burnell Street, Napa, California 94559-3420.

A separately issued financial report for NVTA's discretely presented component unit, NVTA – Tax Agency, can be obtained by contacting NVTA's administrative office at 625 Burnell Street, Napa, California 94559-3420.

**BASIC FINANCIAL STATEMENTS –
GOVERNMENT-WIDE FINANCIAL STATEMENTS**

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF NET POSITION
JUNE 30, 2025**

	Primary Government			Discrete Component Unit
	Governmental Activities	Business-Type Activities	Totals	NVTA - Tax Agency
<u>ASSETS</u>				
Cash and Investments	\$ 1,574,274	\$ 27,223,345	\$ 28,797,619	\$ 3,981,812
Imprest Cash	500	-	500	-
Due from Other Government Agencies	671,012	20,862,684	21,533,696	-
Intergovernmental Receivables	-	-	-	4,526,248
Prepaid Expenses	42,170	57,832	100,002	-
Inventory	-	96,967	96,967	-
Net Other Postemployment Benefits (OPEB) Asset	25,328	-	25,328	-
Capital Assets, Net of Accumulated Depreciation	-	76,775,042	76,775,042	-
Total Assets	<u>2,313,284</u>	<u>125,015,870</u>	<u>127,329,154</u>	<u>8,508,060</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>				
OPEB	252,374	-	252,374	-
Pension Adjustments	638,182	-	638,182	-
Total Deferred Outflows of Resources	<u>890,556</u>	<u>-</u>	<u>890,556</u>	<u>-</u>
<u>LIABILITIES</u>				
Accounts Payable	562,041	21,201,259	21,763,300	8,030,942
Accrued Salaries	84,668	-	84,668	-
Unearned Revenue	-	26,162,110	26,162,110	-
Due to Other Government Agencies	-	316,463	316,463	-
Net Pension Liability	1,255,646	-	1,255,646	-
Compensated Absences	199,915	-	199,915	-
Loan Payable - Non-current	-	18,149,699	18,149,699	-
Total Liabilities	<u>2,102,270</u>	<u>65,829,531</u>	<u>67,931,801</u>	<u>8,030,942</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>				
OPEB	124,198	-	124,198	-
Pension Adjustments	8,155	-	8,155	-
Total Deferred Inflows of Resources	<u>132,353</u>	<u>-</u>	<u>132,353</u>	<u>-</u>
<u>NET POSITION</u>				
Net Investment in Capital Assets	-	58,625,343	58,625,343	-
Unrestricted	969,217	560,996	1,530,213	477,118
Total Net Position	<u>\$ 969,217</u>	<u>\$ 59,186,339</u>	<u>\$ 60,155,556</u>	<u>\$ 477,118</u>

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF NET POSITION
JUNE 30, 2024**

	Primary Government			Discrete Component Unit
	Governmental Activities	Business-Type Activities	Totals	NVTA - Tax Agency
<u>ASSETS</u>				
Cash and Investments	\$ 6,137,200	\$ 31,585,818	\$ 37,723,018	\$ 3,913,001
Imprest Cash	500	-	500	-
Investments	-	1,261,471	1,261,471	-
Due from Other Government Agencies	2,228,724	4,026,315	6,255,039	-
Intergovernmental Receivables	-	-	-	4,616,767
Prepaid Expenses	66,904	127,739	194,643	-
Inventory	-	173,733	173,733	-
Capital Assets, Net of Accumulated Depreciation	-	58,614,635	58,614,635	-
Total Assets	<u>8,433,328</u>	<u>95,789,711</u>	<u>104,223,039</u>	<u>8,529,768</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>				
OPEB	295,474	-	295,474	-
Pension Adjustments	698,276	-	698,276	-
Total Deferred Outflows of Resources	<u>993,750</u>	<u>-</u>	<u>993,750</u>	<u>-</u>
<u>LIABILITIES</u>				
Accounts Payable	2,238,831	4,426,222	6,665,053	8,028,267
Accrued Salaries	59,558	-	59,558	-
Other Accrued Liabilities	1,100,000	-	1,100,000	-
Unearned Revenue	2,386,009	26,951,516	29,337,525	-
Unearned Revenue - State of Good Repair	-	18,993	18,993	-
Due to Other Government Agencies	-	1,816,786	1,816,786	-
Loan Payable - Current	-	-	-	-
Net Pension Liability	1,233,298	-	1,233,298	-
Net Other Postemployment Benefits (OPEB) Liability	94,387	-	94,387	-
Compensated Absences	199,186	-	199,186	-
Loan Payable - Non-current	-	18,149,699	18,149,699	-
Total Liabilities	<u>7,311,269</u>	<u>51,363,216</u>	<u>58,674,485</u>	<u>8,028,267</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>				
OPEB	49,429	-	49,429	-
Pension Adjustments	19,289	-	19,289	-
Total Deferred Inflows of Resources	<u>68,718</u>	<u>-</u>	<u>68,718</u>	<u>-</u>
<u>NET POSITION</u>				
Net Investment in Capital Assets	-	40,464,936	40,464,936	-
Unrestricted	2,047,091	3,961,559	6,008,650	501,501
Total Net Position	<u>\$ 2,047,091</u>	<u>\$ 44,426,495</u>	<u>\$ 46,473,586</u>	<u>\$ 501,501</u>

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position			Discrete Component Unit
	Expenses	Fees, Fines, and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		NVTA - Tax Agency	
					Governmental Activities	Business-Type Activities		Total
Primary Government:								
Governmental Activities:								
Transportation Planning	\$ 11,550,195	\$ -	\$ 10,391,266	\$ -	\$ (1,158,929)	\$ -	\$ (1,158,929)	\$ -
Business-Type Activities:								
Transit	19,684,473	1,205,212	18,583,697	15,156,364	-	15,260,800	15,260,800	-
Total Primary Government	<u>\$ 31,234,668</u>	<u>\$ 1,205,212</u>	<u>\$ 28,974,963</u>	<u>\$ 15,156,364</u>	<u>(1,158,929)</u>	<u>15,260,800</u>	<u>14,101,871</u>	<u>-</u>
Discrete Component Unit:								
NVTA - Tax Agency	<u>\$ 25,068,546</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(25,068,546)</u>
		General Revenues						
		Taxes			-	-	-	24,934,163
		Unrestricted Interest and Investment Earnings			81,055	1,093,834	1,174,889	110,000
		Loss from Disposal of Property			-	(1,594,790)	(1,594,790)	-
		Total General Revenues			81,055	(500,956)	(419,901)	25,044,163
		Change in Net Position			(1,077,874)	14,759,844	13,681,970	(24,383)
		Net Position July 1, 2024			<u>2,047,091</u>	<u>44,426,495</u>	<u>46,473,586</u>	<u>501,501</u>
		Net Position June 30, 2025			<u>\$ 969,217</u>	<u>\$ 59,186,339</u>	<u>\$ 60,155,556</u>	<u>\$ 477,118</u>

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position			Discrete Component Unit
	Expenses	Fees, Fines, and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			
					Governmental Activities	Business-Type Activities	Total	NVTA - Tax Agency
Primary Government:								
Governmental Activities:								
Transportation Planning	\$ 15,751,694	\$ -	\$ 14,744,124	\$ -	\$ (1,007,570)	\$ -	\$ (1,007,570)	\$ -
Business-Type Activities:								
Transit	18,346,958	979,220	20,780,543	3,535,265	-	6,948,070	6,948,070	-
Total Primary Government	<u>\$ 34,098,652</u>	<u>\$ 979,220</u>	<u>\$ 35,524,667</u>	<u>\$ 3,535,265</u>	<u>(1,007,570)</u>	<u>6,948,070</u>	<u>5,940,500</u>	<u>-</u>
Discrete Component Unit:								
NVTA - Tax Agency	<u>\$ 25,326,682</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(25,326,682)</u>
		General Revenues						
		Taxes			-	-	-	25,146,976
		Unrestricted Interest and Investment Earnings			157,470	808,270	965,740	90,599
		Loss from Disposal of Property			-	11,317	11,317	-
		Total General Revenues			157,470	819,587	977,057	25,237,575
		Change in Net Position			(850,100)	7,767,657	6,917,557	(89,107)
		Net Position July 1, 2023			2,897,191	36,658,838	39,556,029	590,608
		Net Position June 30, 2024			<u>\$ 2,047,091</u>	<u>\$ 44,426,495</u>	<u>\$ 46,473,586</u>	<u>\$ 501,501</u>

The accompanying notes are an integral part of these basic financial statements.

**BASIC FINANCIAL STATEMENTS –
FUND FINANCIAL STATEMENTS**

**NAPA VALLEY TRANSPORTATION AUTHORITY
BALANCE SHEETS
GOVERNMENTAL FUND – PLANNING FUND
JUNE 30, 2025 AND 2024**

	2025	2024
<u>ASSETS</u>		
Current Assets		
Cash and Investments	\$ 1,574,274	\$ 6,137,200
Imprest Cash	500	500
Grants Receivable	671,012	2,228,724
Prepaid Expenses	42,170	66,904
Total Current Assets	2,287,956	8,433,328
Total Assets	\$ 2,287,956	\$ 8,433,328
<u>LIABILITIES</u>		
Current Liabilities		
Accounts Payable	\$ 562,041	\$ 2,238,831
Accrued Salaries and Benefits	84,668	59,558
Other Accrued Liabilities	-	1,100,000
Unearned Revenue	-	2,386,009
Total Current Liabilities	646,709	5,784,398
Total Liabilities	646,709	5,784,398
<u>FUND BALANCE</u>		
Nonspendable	42,170	66,904
Restricted	-	485,414
Unassigned	1,599,077	2,096,612
Total Fund Balance	1,641,247	2,648,930
Total Liabilities and Fund Balance	\$ 2,287,956	\$ 8,433,328

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
RECONCILIATION OF THE PLANNING FUND
BALANCE SHEETS TO THE STATEMENTS OF NET POSITION
JUNE 30, 2025 AND 2024**

	2025	2024
Total Fund Balance - Governmental Fund	\$ 1,641,247	\$ 2,648,930
<p>Amounts reported for governmental activities in the Statement of Net Position are different because:</p> <p>Long-term assets and liabilities are not due and payable in the current period and, therefore, are not reported in the governmental fund.</p>		
Compensated absences	(199,915)	(199,186)
Net pension liability	(1,255,646)	(1,233,298)
Net OPEB	25,328	(94,387)
<p>Deferred outflows of resources are not current assets or financial resources and deferred inflows of resources are not due and payable in the current period and, therefore, not reported in the governmental fund.</p>		
Deferred outflows of resources - Pension	638,182	698,276
Deferred outflows of resources - OPEB	252,374	295,474
Deferred inflows of resources - Pension	(8,155)	(19,289)
Deferred inflows of resources - OPEB	(124,198)	(49,429)
Total Net Position - Governmental Activities	\$ 969,217	\$ 2,047,091

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENTS OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE
GOVERNMENTAL FUND – PLANNING FUND
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

	2025	2024
<u>REVENUES</u>		
Local Transportation Fund Allocation	\$ 3,829,800	\$ 3,035,500
Federal Highway Allocations	1,596,869	1,731,268
State Grants	4,155,287	7,868,739
Other Grants	478,255	1,806,463
Interest	81,055	157,470
Other Revenues	331,055	302,154
Total Revenues	10,472,321	14,901,594
<u>EXPENDITURES</u>		
Communications	64,217	37,636
Insurance	63,577	46,239
Office Expense	57,097	25,310
Rents and Leases	11,266	10,169
Transportation	13,956	11,178
Salaries and Benefits	2,703,277	2,124,040
Miscellaneous Expense	603,364	348,027
Professional Services	7,963,250	13,003,574
Total Expenditures	11,480,004	15,606,173
Net Change in Fund Balance	(1,007,683)	(704,579)
Fund Balance, Beginning of Year	2,648,930	3,353,509
Fund Balance, End of Year	\$ 1,641,247	\$ 2,648,930

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE OF THE PLANNING FUND
TO THE GOVERNMENT-WIDE STATEMENTS OF ACTIVITIES –
GOVERNMENTAL ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

	2025	2024
Net Change in Fund Balance - Governmental Fund	\$ (1,007,683)	\$ (704,579)
<p>Amounts reported for governmental activities in the Statement of Activities are different because:</p>		
<p>Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental fund.</p>		
Pension expense - GASB Statement No. 68	(71,308)	(128,504)
OPEB expense - GASB Statement No. 75	1,846	(7,266)
<p>Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental fund.</p>		
This change reflects an increase in compensated absences that occurred during the year.	(729)	(9,751)
Total Change in Net Position - Governmental Activities	\$ (1,077,874)	\$ (850,100)

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENTS OF FUND NET POSITION
TRANSIT FUND
JUNE 30, 2025 AND 2024**

	2025	2024
<u>ASSETS</u>		
Current Assets		
Cash and Investments	\$ 27,223,345	\$ 31,585,818
Investments	-	1,261,471
Grants Receivable	20,862,684	4,026,315
Prepaid Expenses	57,832	127,739
Inventory	96,967	173,733
Total Current Assets	48,240,828	37,175,076
Noncurrent Assets		
Land	5,535,633	5,535,633
Construction in Progress	3,094,827	397,167
Capital Assets, Net of Accumulated Depreciation	68,144,582	52,681,835
Total Noncurrent Assets	76,775,042	58,614,635
Total Assets	\$ 125,015,870	\$ 95,789,711
<u>LIABILITIES</u>		
Current Liabilities		
Accounts Payable	\$ 21,201,259	\$ 4,426,222
Unearned Revenue	26,162,110	26,951,516
Unearned Revenue - State of Good Repair	-	18,993
Due to Other Government Agencies	316,463	1,816,786
Total Current Liabilities	47,679,832	33,213,517
Noncurrent Liabilities		
Loan Payable	18,149,699	18,149,699
Total Noncurrent Liabilities	18,149,699	18,149,699
Total Liabilities	65,829,531	51,363,216
<u>NET POSITION</u>		
Net Investment in Capital Assets	58,625,343	40,464,936
Unrestricted	560,996	3,961,559
Total Net Position	59,186,339	44,426,495
Total Liabilities and Net Position	\$ 125,015,870	\$ 95,789,711

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENTS OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
TRANSIT FUND
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

	2025	2024
<u>OPERATING REVENUES</u>		
Farebox Revenues	\$ 1,205,212	\$ 979,220
Total Operating Revenues	1,205,212	979,220
<u>OPERATING EXPENSES</u>		
Marketing	167,981	81,999
Vehicle Maintenance	318,516	46,696
Other Maintenance	15,801	30,542
Fuel and Lubricants	1,738,521	1,630,814
Insurance	367,977	359,268
Security	34,702	29,190
Services	314,892	335,719
Supplies	59,832	71,811
Purchased Transportation	12,413,227	11,471,284
Utilities	204,352	70,624
Miscellaneous Expense	261,234	232,983
Depreciation	3,170,193	3,307,608
Personnel Costs	617,245	678,420
Total Operating Expenses	19,684,473	18,346,958
Operating Loss	(18,479,261)	(17,367,738)
<u>NONOPERATING REVENUE, NET</u>		
Local Transportation Fund	8,666,907	6,959,223
Less: Returned Local Transportation Fund Allocations	(316,463)	(1,816,786)
State Transit Assistance	2,379,231	3,454,748
Federal Transit Assistance Grant Revenues - Operating	5,407,472	5,535,971
Other Operating Grants	2,446,550	6,647,387
Interest Income	1,093,834	808,270
Other Revenues	-	-
Loss from Disposal of Property	(1,594,790)	11,317
Total Nonoperating Revenue, Net	18,082,741	21,600,130
CHANGE IN NET POSITION BEFORE CONTRIBUTIONS	(396,520)	4,232,392
Capital Contributions		
Federal Transit Assistance	14,546,120	777,200
Local Transportation Fund	610,244	2,758,065
Total Capital Contributions	15,156,364	3,535,265
Change in Net Position	14,759,844	7,767,657
Net Position, Beginning of Year	44,426,495	36,658,838
Net Position, End of Year	\$ 59,186,339	\$ 44,426,495

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENTS OF CASH FLOWS
TRANSIT FUND
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash Received from Passengers	\$ 1,205,212	\$ 979,220
Cash Payments for General and Administrative Expenses	(1,502,797)	(1,484,596)
Cash Payments to Suppliers for Operations	(15,604,086)	(11,260,651)
Net Cash Provided by (Used in) Operating Activities	(15,901,671)	(11,766,027)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Local Transportation Fund	6,083,215	29,383,283
Federal Operating Grants	(11,032,315)	8,346,072
State Transit Assistance	1,941,156	3,321,579
Other Operating Grants	2,446,550	6,647,387
Net Cash (Used in) Provided by Noncapital Financing Activities	(561,394)	47,698,321
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Proceeds From Sale of Property and Equipment	-	11,317
Capital Contributions	15,156,364	3,535,265
Payments for the Acquisition of Capital Assets	(5,415,724)	(11,075,265)
Gain on Sale of Property and Equipment	4,647	16,873
Payment for Line of Credit	-	(1,050,001)
Net Cash (Used in) Capital and Related Financing Activities	9,745,287	(8,561,811)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Investments	1,261,471	(399,251)
Interest Received	1,093,834	808,270
Net Cash Provided by Investing Activities	2,355,305	409,019
Net (Decrease) Increase in Cash and Investments	(4,362,473)	27,779,502
Cash and Investments at Beginning of Year	31,585,818	3,806,316
Cash and Investments at End of Year	\$ 27,223,345	\$ 31,585,818

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
 STATEMENTS OF CASH FLOWS (Continued)
 TRANSIT FUND
 FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

	2025	2024
RECONCILIATION OF OPERATING LOSS TO NET CASH USED IN OPERATING ACTIVITIES:		
Operating Loss	\$ (18,479,261)	\$ (17,367,738)
Adjustments to Reconcile Operating Loss to Net Cash Used in Operating Activities:		
Depreciation	3,170,193	3,307,608
Changes in Assets and Liabilities:		
Decrease in Inventory	76,766	23,751
Decrease (Increase) in Prepaid Expenses	69,907	(77,410)
Increase in Accounts Payable	(739,276)	2,347,762
	\$ (15,901,671)	\$ (11,766,027)

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
 STATEMENTS OF FIDUCIARY NET POSITION
 AIR QUALITY MANAGEMENT FUND
 JUNE 30, 2025 AND 2024**

	2025	2024
<u>ASSETS</u>		
Current Assets		
Cash and Investments	\$ 370,157	\$ 665,096
Due from Other Government Agencies	187,106	113,357
	557,263	778,453
Total Current Assets		
Total Assets	\$ 557,263	\$ 778,453
<u>LIABILITIES</u>		
Current Liabilities		
Accounts Payable	\$ -	\$ -
Total Current Liabilities	-	-
Total Liabilities	-	-
<u>NET POSITION</u>		
Net Position Held in Trust for Other Purposes	557,263	778,453
Total Net Position	557,263	778,453
Total Liabilities and Net Position	\$ 557,263	\$ 778,453

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
 STATEMENTS OF CHANGES IN FIDUCIARY NET POSITION
 AIR QUALITY MANAGEMENT FUND
 FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

	2025	2024
ADDITIONS		
Aid from Other Government Agencies	\$ 177,295	\$ 217,212
Interest Income	17,147	11,408
	194,442	228,620
DEDUCTIONS		
Program Expenses	415,632	-
	415,632	-
CHANGE IN NET POSITION	(221,190)	228,620
Net Position, Beginning of Year	778,453	549,833
Net Position, End of Year	\$ 557,263	\$ 778,453

The accompanying notes are an integral part of these basic financial statements.

**NAPA VALLEY TRANSPORTATION AUTHORITY
NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Napa Valley Transportation Authority (NVTA), formerly known as the Napa County Congestion Management Agency and Napa County Transportation and Planning Agency, was formed on September 3, 1991, under a Joint Powers Agreement to provide coordinated, continuous, and comprehensive transportation planning for the County of Napa (the County) and the cities of the County. NVTA consists of six member agencies with the voting power of each in parenthesis: the Cities of American Canyon (4), Calistoga (2), Napa (10), and St. Helena (2); the Town of Yountville (2); and the County (4).

The work program for the activities of NVTA is defined by the Board of Directors (the Board) made up of elected officials from the respective member agencies and a member of the Paratransit Coordinating Council (PCC). The PCC member is ex-officio and does not have a vote.

NVTA was formed to serve as the countywide transportation planning body for the incorporated and unincorporated areas of the County. NVTA is charged with coordinating short and long-term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle path improvements.

NVTA's Joint Powers Agreement was amended effective January 1, 2001, to facilitate the consolidation of transit planning and to allow transfer of Transportation Development Act (TDA) funds directly to NVTA as claimant for transit use to the extent allowed by TDA regulations. The amendment enables NVTA to claim all TDA funds under Articles 4, 4.5, and/or 8 of Chapter 4 of the Public Utilities Code apportioned within the County by the Metropolitan Transportation Commission (MTC). NVTA is authorized to claim all apportionments to transit services on behalf of the jurisdictions of the County. In January 2007, the agreement was amended further to change NVTA's name from Napa County Congestion Management Agency to Napa County Transportation and Planning Agency. In February 2016, the name was changed to the Napa Valley Transportation Authority.

Beginning July 1, 2001, NVTA began administering all transit-related activities on behalf of the Cities of Calistoga, Napa, and St. Helena; the Town of Yountville; and the County. Effective July 1, 2006, NVTA assumed direct management of American Canyon Transit.

B. Basis of Presentation

The basic financial statements of NVTA and its discrete component unit are prepared in accordance with accounting principles generally accepted in the United States of America.

Government-Wide Financial Statements

The Statement of Net Position and Statement of Activities display information about the primary government (NVTA) and its component unit. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the *governmental* and *business-type* activities of NVTA. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Basis of Presentation (Continued)

Government-Wide Financial Statements (Continued)

The Statement of Activities demonstrates the degree to which the program expenses of a given function are offset by program revenues. Program expenses include direct expenses, which are clearly identifiable with a specific function, and allocated indirect expenses. Program revenues include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including taxes and unrestricted interest earnings, are presented instead as general revenues.

When both restricted and unrestricted net position are available, restricted resources for the purpose intended are used first then unrestricted resources as they are needed.

Fund Financial Statements

The fund financial statements provide information about NVTA's funds, including fiduciary funds. Separate statements for each fund category – *governmental*, *proprietary*, and *fiduciary* – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are separately aggregated and reported as nonmajor funds. For the years ended June 30, 2025 and 2024, NVTA did not have any nonmajor funds.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Proprietary fund *operating* revenues result from exchange transactions. Exchange transactions are those in which each party receives and gives up essentially equal values. Operating revenues generally result from charges to passengers for public transit services. Operating expenses include the cost of transit service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting the definition of operating revenues and expenses are reported as nonoperating.

NVTA reports the following major governmental fund:

Planning Fund is used as the general fund for NVTA and all planning and administrative activities are accounted for in this fund.

NVTA reports the following major enterprise fund:

Transit Fund is used to account for the revenues and expenses necessary to provide public transit services. Transit operations include the Vine, Vine Go, American Canyon Transit, the Yountville Trolley, the St. Helena Shuttle, the Calistoga Shuttle, and the Taxi Scrip program.

NVTA reports the following additional fund types:

Private Purpose Trust Funds account for assets, primarily cash and investments, held by NVTA in a trustee capacity for other governmental agencies. NVTA is responsible for the administration of two private purpose trust funds. They are used to account for activities of the Abandoned Vehicle Abatement Authority trust fund and the Bay Area Air Quality Management trust fund.

Discrete Component Unit - NVTA - Tax Agency (NVTA-TA) is the local transportation sales tax authority. NVTA-TA is responsible for the oversight and administration of the Napa Countywide Maintenance Act, commonly known as Measure T, the 25-year, ½% sales tax for street and road improvements approved by the voters on November 6, 2012. Measure T became effective on July 1, 2018. NVTA-TA is discretely presented because the ordinance is a legally separate, stand-alone entity administered by the NVTA. The operations of NVTA-TA are not included in the NVTA's reporting entity since the entity is responsible for conducting its own day-to-day operations and is compelled to answer to its own separately elected governing board. A separately issued financial report can be obtained by contacting NVTA's administrative office at 625 Burnell Street, Napa, California 94559-3420.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Basis of Accounting

The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Nonexchange transactions, in which NVTA gives (or receives) value without directly receiving (or giving) equal value in exchange, include grants, entitlements, and donations. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Interest; state, federal, and local grants; and charges for services are accrued when their receipt occurs within one year after the end of the accounting period so as to be measurable and available. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

D. Cash and Investments

NVTA maintains nearly all of its cash and investments with the County Treasurer in a cash and investment pool. A small independent bank account is used to pay some employee benefits. On a quarterly basis, the County Treasurer allocates interest to investment pool participants based upon their average daily balances. For purposes of the accompanying Statement of Cash Flows, the enterprise fund considers all highly liquid investments with a maturity of three months or less when purchased, and its equity in the County Treasurer's investment pool, to be cash equivalents. The fair value of investments is obtained by using quotations obtained from independent published sources.

Required disclosure information regarding the categorization of investments and other deposit and investment risk disclosures can be found in the County's financial statements. The County's financial statements may be obtained by contacting the County's Auditor-Controller's office at 1195 Third Street, Room B-10, Napa, California 94559. The County Treasury Oversight Committee oversees the Treasurer's investments and policies.

E. Receivables

NVTA's receivables are mostly related to grants. Management has determined NVTA's receivables to be fully collectable. Accordingly, no allowance for doubtful accounts has been made.

F. Inventories

On January 1, 2022, NVTA executed a new multiyear agreement (the Agreement) with the purchased transportation contractor (the Contractor) provided the Contractor with an initial inventory of equipment, tools, and other property to be used to provide services with a value of \$170,948. The Contractor shall be responsible for returning to NVTA, at the termination of the Agreement, property and equipment of equivalent type and value (as of date acquired) and conditions as that identified in the updated initial inventory list, subject to normal wear and tear.

During the last month of the Agreement, NVTA shall conduct a final inventory. The Contractor will be responsible for either replacing property or equipment determined from the inventory list to be missing, damaged, or otherwise unavailable for use, or in a condition that is in excess of ordinary wear and tear or compensating NVTA for its replacement value. These parts are not included in the Agreement with the Contractor. Farebox inventory parts will be tracked separately.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

G. Capital Assets

Capital assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair value on the date contributed. NVTA defines capital assets as assets with an initial, individual cost of more than \$10,000, an estimated useful life in excess of one year, and not a component of another asset. Capital assets used in operations are depreciated using the straight-line method over their estimated useful lives in the government-wide statements and proprietary funds.

The estimated useful lives are as follows:

Structures	10-35 years
Vehicles	1-12 years
Equipment	1-5 years

NVTA has acquired certain assets with funding provided by federal assistance from various grant programs. NVTA holds title to these assets; however, the federal government retains an interest in these assets should the assets no longer be used for transit purposes.

H. Compensated Absences

NVTA has adopted Governmental Accounting Standards Board (GASB) Statement No. 101, *Accounting for Compensated Absences*. Vacation leave is accrued to the extent it is attributable to services already rendered and is expected to be used or paid. Earned vacation is reported as a liability at the current pay rates and may be accumulated up to a maximum of 600 hours per employee.

I. Interfund Transactions

Interfund transactions are reflected either as loans, services provided, reimbursements, or transfers. Loans are reported as receivables and payables as appropriate, are subject to elimination upon consolidation, and are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as “internal balances.” Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not available financial resources.

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation.

J. Advances

Advances arise when resources are received by NVTA before it has a legal claim to them, e.g., when grant monies are received prior to the incurrence of qualifying expenses. In subsequent periods, when both revenue recognition criteria are met, or when NVTA has a legal claim to the resources, the liability is removed from the Balance Sheet and revenue is recognized.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

K. Use of Estimates

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the basic financial statements and the reported amount of revenue and expenditures/expenses during the reporting period. Actual results could differ from these estimates.

L. Net Position

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net Investment in Capital Assets – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the asset.

Restricted Net Position – This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments, of which NVTA has none.

Unrestricted Net Position – This amount is all net position that does not meet the definition of “net investment in capital assets” or “restricted net position.”

M. Fund Balance

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned, or unassigned based primarily on the extent to which NVTA is bound to honor constraints on how specific amounts can be spent.

- *Nonspendable fund balance* – amounts that cannot be spent because they are either (a) not spendable in form or (b) legally or contractually required to be maintained intact.
- *Restricted fund balance* – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- *Committed fund balance* – amounts that can only be used for specific purposes determined by formal action of NVTA’s highest level of decision-making authority (the Board) and that remain binding unless removed in the same manner. Committed fund balance does not lapse at year-end. The formal action must occur prior to the end of the reporting period. However, the amount which will be subject to the constraint may be determined in the subsequent period. The formal action required to commit fund balance shall be Board resolution.
- *Assigned fund balance* – amounts that are constrained by NVTA’s *intent* to be used for specific purposes. The intent can be established at either the highest level of decision-making authority, or by a body or an official designated for that purpose. The Board delegated authority to assign fund balance for a specific purpose to the Manager of Finance.
- *Unassigned fund balance* – the residual classification for NVTA’s Planning Fund that includes amounts not contained in the other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

When both restricted and unrestricted resources are available for use, it is NVTA’s policy to use restricted resources first, followed by the unrestricted committed, assigned, and unassigned resources as they are needed.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

M. Fund Balance (Continued)

Minimum Fund Balance Policy:

NVTA has adopted a minimum fund balance policy. Planning Fund cash reserves should be at a minimum of \$500,000 per fiscal year. The proprietary cash reserve should be at least 25% of non-restricted funds of the current fiscal year operating budget.

N. New Accounting Pronouncements – Implemented

GASB Statement No. 101 – *Compensated Absences*. The requirements of this statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. There was no effect on NVTA's accounting and financial reporting as a result of implementing this standard.

GASB Statement No. 102 – *Certain Risk Disclosures*. The requirements of this statement are effective for fiscal years beginning after June 15, 2024, and all fiscal years thereafter. Management evaluated NVTA's funding sources, banking relationships, major counterparties, and legal/contractual restrictions and concluded no concentration or constraints met the statement's disclosure threshold as of June 30, 2025.

O. Future Accounting Pronouncements

GASB Statement No. 103 – *Financial Reporting Model Improvements*. The requirements of this statement are effective for fiscal years beginning after June 15, 2025, and all fiscal years thereafter. NVTA will implement GASB Statement No. 103 when and where applicable.

GASB Statement No. 104 – *Disclosure of Certain Capital Assets*. The requirements of this statement are effective for fiscal years beginning after June 15, 2025, and all fiscal years thereafter. NVTA will implement GASB Statement No. 104 when and where applicable.

P. Pensions

For purposes of measuring the net pension liability, deferred outflows/inflows of resources related to pension, and pension expense, information about the fiduciary net position of NVTA's California Public Employees' Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Q. Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability (asset), deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of NVTA's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. Accounting principles generally accepted in the United States of America require that the reported results must pertain to liability and asset information within certain defined timeframes.

NOTE 2 – CASH AND INVESTMENTS/IMPREST CASH

General

NVTA has adopted GASB Statement No. 31 *Accounting and Financial Reporting for Certain Investments and for External Investment Pools* which requires investments of governmental agencies to be reported at fair value. However, investment pools, such as a state or county treasury, may report the value of short-term investments with remaining maturities of less than 90 days at amortized cost. The majority of the County Treasury investments have a remaining maturity of less than 90 days. In addition, GASB Statement No. 31 does not apply to immaterial cost/value differences.

NVTA has adopted GASB Statement No. 40, *Deposit and Investment Risk Disclosures*. GASB Statement No. 40 requires governmental entities to assess categories of risk associated with their deposits and disclose these risks.

Cash and investments are reported in the accompanying basic financial statements as follows:

	June 30, 2025				
	Governmental Activities	Business-Type Activities	Government-Wide Totals	Discrete Component Unit	Fiduciary Funds
Statement of Net Position:					
Cash	\$ 1,574,274	\$ 27,223,345	\$ 28,797,619	\$ 3,981,812	\$ 370,157
Imprest Cash	500	-	500	-	-
	<u>\$ 1,574,774</u>	<u>\$ 27,223,345</u>	<u>\$ 28,798,119</u>	<u>\$ 3,981,812</u>	<u>\$ 370,157</u>
	June 30, 2024				
	Governmental Activities	Business-Type Activities	Government-Wide Totals	Discrete Component Unit	Fiduciary Funds
Statement of Net Position:					
Cash	\$ 6,137,200	\$ 31,585,818	\$ 37,723,018	\$ 3,913,001	\$ 665,096
Imprest Cash	500	-	500	-	-
Investments	-	1,261,471	1,261,471	-	-
	<u>\$ 6,137,700</u>	<u>\$ 32,847,289</u>	<u>\$ 38,984,989</u>	<u>\$ 3,913,001</u>	<u>\$ 665,096</u>

Cash and investments consisted of the following at June 30, 2025 and 2024:

	June 30, 2025				
	Governmental Activities	Business-Type Activities	Government-Wide Totals	Discrete Component Unit	Fiduciary Funds
Cash on Hand and in Banks	\$ 31,128	\$ 531,868	\$ 562,996	\$ -	\$ -
Pooled Investments	1,543,646	26,691,477	28,235,123	3,981,812	370,157
	<u>\$ 1,574,774</u>	<u>\$ 27,223,345</u>	<u>\$ 28,798,119</u>	<u>\$ 3,981,812</u>	<u>\$ 370,157</u>
	June 30, 2024				
	Governmental Activities	Business-Type Activities	Government-Wide Totals	Discrete Component Unit	Fiduciary Funds
Cash on Hand and in Banks	\$ 85,922	\$ 110,202	\$ 196,124	\$ -	\$ -
Pooled Investments	6,051,778	31,475,616	37,527,394	3,913,001	665,096
Investments	-	1,261,471	1,261,471	-	-
	<u>\$ 6,137,700</u>	<u>\$ 32,847,289</u>	<u>\$ 38,984,989</u>	<u>\$ 3,913,001</u>	<u>\$ 665,096</u>

NOTE 2 – CASH AND INVESTMENTS/IMPREST CASH (Continued)

General (Continued)

All deposits are fully collateralized in accordance with Section 53652 of the California Government Code. The California Government Code requires California banks and savings and loan associations to secure NVTA’s deposits by pledging government securities as collateral.

The fair value of pledged securities must equal at least 110% of NVTA’s deposits. California law also allows financial institutions to secure NVTA’s deposits by pledging first trust deed mortgage notes having a value of 150% of NVTA’s total deposits.

Collateral is held by the pledging financial institution’s trust department and is considered held in NVTA’s name. NVTA may waive collateral requirements for deposits that are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). NVTA has \$250,000 that is covered by the FDIC as of June 30, 2025 and 2024.

NVTA had no deposit or investment policy that addressed a specific type of risk. Required disclosures for NVTA’s deposit and investment risks held in the County’s investment pool at June 30, 2025 and 2024, were as follows:

Credit risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. State law and the County’s Investment Policy limit investments in commercial paper to the rating of A1 by Standard & Poor’s or P-1 by Moody’s Investors Service.

State law and the County’s Investment Policy also limit investments in corporate bonds to the rating of A by Standard & Poor’s and Moody’s Investors Service. NVTA establishes its credit limits based on the County’s Investment Policy.

Presented below is the minimum rating required by (where applicable) NVTA’s investment policy and the actual rating as of year-end for each investment type.

2025

<u>Investments type</u>	<u>Total</u>	<u>Minimum legal rating</u>	<u>Ratings as of year-end</u>	<u>Not rated</u>
Pooled investments	\$ 32,216,935	N/A	N/A	\$ 32,216,935
	<u>\$ 32,216,935</u>			<u>\$ 32,216,935</u>

2024

<u>Investments type</u>	<u>Total</u>	<u>Minimum legal rating</u>	<u>Ratings as of year-end</u>	<u>Not rated</u>
Pooled investments	\$ 41,440,395	N/A	N/A	\$ 41,440,395
Held by trustee:				
Certificates of deposit	<u>1,261,471</u>	N/A	N/A	<u>1,261,471</u>
	<u>\$ 42,701,866</u>			<u>\$ 42,701,866</u>

NOTE 2 – CASH AND INVESTMENTS/IMPREST CASH (Continued)

Custodial credit risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

For investments and deposits held with fiscal agents, custodial credit risk is the risk that, in the event of the failure of the counterparty, NVTA will not be able to recover the value of its investments or deposits that are in the possession of an outside party. At year-end, NVTA's funds in the County's investment pool and cash with fiscal agents had no securities exposed to custodial credit risk.

At June 30, 2025 and 2024, in accordance with State law and the County's Investment Policy, NVTA did not have 5% or more of its net investment in commercial paper, corporate bonds, or medium-term notes of a single organization, nor did it have 10% or more of its net investment in any one money market mutual fund within the County's Investment Pool. Investments in obligations of the U.S. government, U.S. government agencies, or government-sponsored enterprises are exempt from these limitations.

Interest rate risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The County manages NVTA's exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to five years or less in accordance with the County's Investment Policy.

Investments held in the County's investment pool are available on demand and are stated at cost plus accrued interest, which approximates fair value. Information about the sensitivity of the fair values of NVTA's investments to market interest rate fluctuations is provided by the following table that shows the distribution of NVTA's investments by maturity:

2025

Investments type	Total	12 months or less	13 to 24 months	25 to 60 months	More than 60 months
Pooled investments	\$ 32,216,935	\$ 32,216,935	\$ -	\$ -	\$ -
	\$ 32,216,935	\$ 32,216,935	\$ -	\$ -	\$ -

2024

Investments type	Total	12 months or less	13 to 24 months	25 to 60 months	More than 60 months
Pooled investments	\$ 41,440,395	\$ 41,440,395	\$ -	\$ -	\$ -
Held by trustee:					
Certificates of deposit	1,261,471	1,261,471	-	-	-
	\$ 42,701,866	\$ 42,701,866	\$ -	\$ -	\$ -

NOTE 2 – CASH AND INVESTMENTS/IMPREST CASH (Continued)

Investment in the County Investment Pool

NVTA maintains all of its cash and investments with the County Treasurer in a cash and investment pool. NVTA is considered to be an involuntary participant in the external investment pool. On a quarterly basis, the County Treasurer allocates interest to investment pool participants based upon their average daily balances. For purposes of the accompanying Statement of Cash Flows, the enterprise fund considers all highly liquid investments with a maturity of three months or less when purchased, and its equity in the County Treasurer’s investment pool, to be cash equivalents. The fair value of investments is obtained by using quotations obtained from independent published sources.

The table below identifies the investment types that are authorized for NVTA by the California Government Code (or the County’s Investment Policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the County’s Investment Policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Obligations	5 years	None	None
State of California Obligations	5 years	None	None
Bankers’ Acceptances	180 days	40%	30%
Commercial Paper - Select Agencies	180 days	25%	10%
Commercial Paper - Other Agencies	180 days	40%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	30 days	5%	None
Reverse Repurchase Agreements	92 days	20% of base value	None
Medium-Term Notes	5 years	30%	None
Mutual Funds/Money Market			
Mutual Funds	N/A	20%	10%
Collateralized Bank Deposits	5 years	None	None
Mortgage Pass-Through Securities	5 years	20%	None
Time Deposits	5 years	None	None
County Pooled Investment Funds	N/A	None	None
Joint Powers Agreement (JPA) Pools (other investment pools)	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None

Fair Value Measurements

NVTA categorizes its fair value measurements within the fair value hierarchy established by accounting principles generally accepted in the United States of America. These principles recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Investments reflect prices quoted in active markets;
- Level 2: Investments reflect prices that are based on a similar observable asset either directly or indirectly, which may include inputs in markets that are not considered to be active; and
- Level 3: Investments reflect prices based upon unobservable sources.

NOTE 2 – CASH AND INVESTMENTS/IMPREST CASH (Continued)

NVTA did not have recurring fair value measurements as of June 30, 2025. NVTA had the following recurring fair value measurements as of June 30, 2024:

2024	Fair Value Measurements Using		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<u>Investments by fair value level</u>			
Held by trustee:			
Certificates of deposit	\$ 1,261,471	\$ 1,261,471	\$ -
	<u>\$ 1,261,471</u>	<u>\$ 1,261,471</u>	<u>\$ -</u>

Investments in the County investment pool totaling \$32,216,935 and \$41,440,395 as of June 30, 2025 and 2024, respectively, are measured at amortized cost, which approximates fair value.

NOTE 3 – DUE FROM OTHER GOVERNMENT AGENCIES

Amounts due from other government agencies consisted of the following at June 30, 2025 and 2024:

	2025	2024
Federal (Federal Transit Administration (FTA))		
Operating	\$ 5,309,335	\$ 2,781,125
Capital	14,429,617	381,757
Caltrans		-
State		
Caltrans	172,000	1,696,024
TDA	880,578	271,617
Other	187,106	113,356
Regional Measure 2	323,147	615,033
Local		
STA	40,000	40,000
Cities	158,791	98,202
Local - Other	220,228	371,282
Total	<u>\$ 21,720,802</u>	<u>\$ 6,368,396</u>
Reconciliation to Financial Statements	2025	2024
Planning Fund Grants Receivable	\$ 671,012	\$ 2,228,724
Transit Fund Grants Receivable	20,862,684	4,026,315
Total per Statement of Net Position	21,533,696	6,255,039
Fiduciary Funds Due from Other Government Agencies	187,106	113,357
Total including Fiduciary Funds	<u>\$ 21,720,802</u>	<u>\$ 6,368,396</u>

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2025, was as follows:

	Balance July 1, 2024	Additions	Disposals	Adjustments	Balance June 30, 2025
Governmental Activities:					
Capital Assets, Being Depreciated					
Vehicles and Equipment	\$ 207,376	\$ -	\$ -	\$ -	\$ 207,376
Less Accumulated Depreciation for:					
Vehicles and Equipment	(207,376)	-	-	-	(207,376)
Governmental Activities Capital Assets, Net	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Business-Type Activities:					
Capital Assets, Not Being Depreciated					
Land	\$ 5,535,633	\$ -	\$ -	\$ -	\$ 5,535,633
Construction in Progress	397,167	2,697,660	-	-	3,094,827
Total Capital Assets, Not Being Depreciated	<u>5,932,800</u>	<u>2,697,660</u>	<u>-</u>	<u>-</u>	<u>8,630,460</u>
Capital Assets, Being Depreciated:					
Transit Center and Bus Maintenance Facility	44,230,896	-	-	-	44,230,896
Vehicles and Equipment	29,967,632	20,232,377	(4,971,548)	-	45,228,461
Less Accumulated Depreciation for:					
Vehicles and Equipment	(21,516,693)	(3,170,193)	3,372,111	-	(21,314,775)
Total Capital Assets, Being Depreciated, Net	<u>\$ 52,681,835</u>	<u>\$ 17,062,184</u>	<u>\$ (1,599,437)</u>	<u>\$ -</u>	<u>\$ 68,144,582</u>
Business-Type Activities: Capital Assets, net	<u>\$ 58,614,635</u>	<u>\$ 19,759,844</u>	<u>\$ (1,599,437)</u>	<u>\$ -</u>	<u>\$ 76,775,042</u>
Total Government-Wide Capital Assets, Net	<u>\$ 58,614,635</u>	<u>\$ 19,759,844</u>	<u>\$ (1,599,437)</u>	<u>\$ -</u>	<u>\$ 76,775,042</u>

Government-wide depreciation expense for the year ended June 30, 2025, was \$3,170,193.

Capital asset activity for the year ended June 30, 2024, was as follows:

	Balance July 1, 2023	Additions	Disposals	Adjustments	Balance June 30, 2024
Governmental Activities:					
Capital Assets, Being Depreciated					
Vehicles and Equipment	\$ 207,376	\$ -	\$ -	\$ -	\$ 207,376
Less Accumulated Depreciation for:					
Vehicles and Equipment	(207,376)	-	-	-	(207,376)
Governmental Activities Capital Assets, Net	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Business-Type Activities:					
Capital Assets, Not Being Depreciated					
Land	\$ 5,535,633	\$ -	\$ -	\$ -	\$ 5,535,633
Construction in Progress	28,402,658	7,555,133	-	(35,560,624)	397,167
Total Capital Assets, Not Being Depreciated	<u>33,938,291</u>	<u>7,555,133</u>	<u>-</u>	<u>(35,560,624)</u>	<u>5,932,800</u>
Capital Assets, Being Depreciated:					
Transit Center and Bus Maintenance Facility	-	-	-	44,230,896	44,230,896
Vehicles and Equipment	35,792,183	3,520,132	(674,411)	(8,670,272)	29,967,632
Less Accumulated Depreciation for:					
Vehicles and Equipment	(18,866,623)	(3,307,608)	657,538	-	(21,516,693)
Total Capital Assets, Being Depreciated, Net	<u>\$ 16,925,560</u>	<u>\$ 212,524</u>	<u>\$ (16,873)</u>	<u>\$ 35,560,624</u>	<u>\$ 52,681,835</u>
Business-Type Activities: Capital Assets, net	<u>\$ 50,863,851</u>	<u>\$ 7,767,657</u>	<u>\$ (16,873)</u>	<u>\$ -</u>	<u>\$ 58,614,635</u>
Total Government-Wide Capital Assets, Net	<u>\$ 50,863,851</u>	<u>\$ 7,767,657</u>	<u>\$ (16,873)</u>	<u>\$ -</u>	<u>\$ 58,614,635</u>

Government-wide depreciation expense for the year ended June 30, 2023, was \$3,307,608.

NOTE 5 – LONG-TERM LIABILITIES

The following is a summary of long-term liabilities for the years ended June 30:

	Balance July 1, 2024	Increases	Decreases	Balance June 30, 2025	Due Within One Year
Transportation Infrastructure Finance and Innovation Act (TIFIA) loan	\$ 18,149,699	\$ -	\$ -	\$ 18,149,699	\$ -
Compensated absences	199,186	50,157	(49,428)	199,915	-
	<u>\$ 18,348,885</u>	<u>\$ 50,157</u>	<u>\$ (49,428)</u>	<u>\$ 18,349,614</u>	<u>\$ -</u>
	Balance July 1, 2023	Increases	Decreases	Balance June 30, 2024	Due Within One Year
Transportation Infrastructure Finance and Innovation Act (TIFIA) loan	\$ 18,149,699	\$ -	\$ -	\$ 18,149,699	\$ -
Loan payable	1,050,001	-	(1,050,001)	-	-
Compensated absences	189,435	38,083	(28,332)	199,186	-
	<u>\$ 19,389,135</u>	<u>\$ 38,083</u>	<u>\$ (1,078,333)</u>	<u>\$ 18,348,885</u>	<u>\$ -</u>

On November 23, 2021, NVTA entered into a loan agreement with the US Department of Transportation for a principal amount not to exceed \$19,917,401 to be used to pay a portion of eligible project costs for the Vine Bus Maintenance Facility Project. As of June 30, 2025 and 2024, NVTA has drawn down \$0 and \$0, respectively. NVTA terminated the loan drawdowns in August 2023 resulting in a final obligation to the Build America Bureau for \$18,149,699. The loan bears a fixed interest rate of 1.01%. The maturity date is May 1, 2057.

A summary of remaining principal and interest amounts by fiscal year are shown below:

Fiscal Year Ended June 30,	Principal	Interest	Interest
2026	\$ -	\$ 183,312	\$ 183,312
2027	-	183,312	183,312
2028	-	183,564	183,564
2029	-	183,060	183,060
2030	-	183,312	183,312
2031-2035	1,654,269	899,964	2,554,233
2036-2040	3,434,431	755,969	4,190,400
2041-2045	3,612,240	578,157	4,190,397
2046-2050	3,798,669	391,727	4,190,396
2051-2055	3,994,921	195,477	4,190,398
2056-2057	1,655,169	20,989	1,676,158
	<u>\$ 18,149,699</u>	<u>\$ 3,758,843</u>	<u>\$ 21,908,542</u>

Additionally, on November 23, 2021, NVTA entered into a loan agreement with the Bank of Marin for a principal amount not to exceed \$5,000,000 to be used to pay a portion of eligible project costs for the Vine Bus Maintenance Facility Project. The loan was paid off in 2024.

NOTE 6 – DUE TO OTHER GOVERNMENT AGENCIES

Business-Type Activities – Due to the Local Transportation Fund (LTF)

TDA funds are apportioned, allocated, and disbursed in accordance with allocation instructions from the MTC for specific transportation purposes. The LTF allocates monies to the transit system to support operations. The TDA, which governs the use of these funds, requires that any funds not used must be returned to their sources. LTF allocations are considered earned when they are properly spent for operations by the transit system.

It is the current practice of NVTA to have excess revenue returned to the funding agency. NVTA had excess revenues of \$316,463 and \$1,816,786 at June 30, 2025 and 2024, respectively. Money returned to LTF will be reallocated for future capital purchases or operating assistance.

Allocations received but not earned were recorded as Due to Other Government Agencies as follows:

	<u>2025</u>	<u>2024</u>
Balance - Beginning of Year	\$ 1,816,786	\$ 3,534,631
LTF - Operating	8,666,907	6,959,223
LTF - Capital	<u>610,244</u>	<u>2,758,065</u>
Total LTF	<u>9,277,151</u>	<u>9,717,288</u>
Operating Expenses	19,684,473	18,346,958
Adjustments:		
Add Back Depreciation	(3,170,193)	(3,307,608)
Farebox Revenues	(1,205,212)	(979,220)
STA	(2,379,231)	(3,454,748)
Other Revenues	(2,446,550)	(6,658,704)
Interest Income	(1,093,834)	(808,270)
FTA Grant Revenues - Operating	(5,407,472)	(5,535,971)
Other Federal Grants	(14,546,120)	(777,200)
Capital Asset Outlays	20,232,377	3,520,132
Capital Asset Outlays - Not Capitalized	2,697,660	7,555,133
Interdepartmental Fund Transfer	(5,000,000)	
Property Disposal	<u>1,594,790</u>	<u>-</u>
Net Operating Expenses	<u>8,960,688</u>	<u>7,900,502</u>
Net Increase	316,463	1,816,786
Return of LTF Capital	<u>(316,463)</u>	<u>(1,816,786)</u>
Balance - End of Year	<u>\$ 316,463</u>	<u>\$ 1,816,786</u>

NOTE 7 – AGREEMENTS AND COMMITMENTS

Bay Area Air Quality Management District Agreement

NVTA entered into an agreement with the Bay Area Air Quality Management District (the District) to implement specified measures to improve air quality in the County. The funding for this agreement comes from Assembly Bill (AB) 434 allowing the District to levy a surcharge on motor vehicle registration fees. Quarterly, the District must transfer 40% of the surcharge, less management fees and audit costs, to NVTA, as the selected Program Manager. However, the agreement may be terminated at any time by either party and there are no assurances of annual renewal. As program manager, NVTA allocates 5% of these funds to itself to administer the program.

NOTE 7 – AGREEMENTS AND COMMITMENTS (Continued)

Metropolitan Transportation Commission (MTC)

NVTA received a federal highway administration planning grant from the MTC. The purpose of the grant was to implement congestion planning and programming activities for the County and its surrounding cities. Amounts received or receivable from the MTC are subject to audit and adjustment by the MTC. Any disallowed claims including amounts already collected, may constitute a liability of NVTA. The amount, if any, of expenditures which may be disallowed by MTC cannot be determined at this time, although NVTA expects such amounts, if any, to be immaterial.

NOTE 8 – PENSION PLAN

A. General Information about the Pension Plan

Plan Description – All qualified permanent and probationary employees are eligible to participate in NVTA’s Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by CalPERS. The Plan consists of individual rate plans (benefit tiers) within a miscellaneous risk pool. The Plan assets may be used to pay benefits for any employer rate plan of the risk pool. Accordingly, rate plans within the pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous pool. NVTA sponsors three rate plans. Benefit provisions under the Plan are established by State statute and NVTA resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments (COLA), and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Classic members (Tier 1) with five years of total service are eligible to retire at age 55 with statutorily reduced benefits (2.5% @ Age 55). Members hired after May 21, 2011, (Tier 2) with five years of total service are eligible to retire at age 60 with statutorily reduced benefits (2% @ Age 60). The California Public Employees’ Pension Reform Act (PEPRA) established a separate tier for members hired after January 1, 2013. PEPRA Members with five years of total service are eligible to retire at age 62 with statutorily reduced benefits (2% @ Age 62). All members are eligible for non-duty disability benefits after 5 years of service. The COLAs for the Plan are applied as specified by the California Public Employees’ Retirement Law.

The rate plan provisions and benefits in effect at June 30, 2025, are summarized as follows:

2025 Hire Date	Prior to May 21, 2011 (Tier I)	On or after May 21, 2011 (Tier II)	On or after January 1, 2013 (PEPRA)
Benefit Formula	2.5%@55	2%@60	2%@62
Benefit Vesting Schedule	5 Years Service	5 Years Service	5 Years Service
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Retirement Age	55	60	62
Monthly Benefits, as a Percentage of Eligible Compensation	2.5%	2%	2%
Required Employee Contribution Rates	8.000%	7.000%	7.750%
Required Employer Contribution Rates	13.340%	10.100%	7.680%

NOTE 8 – PENSION PLAN (Continued)

A. General Information about the Pension Plan (Continued)

The rate plan provisions and benefits in effect at June 30, 2024, are summarized as follows:

2024	Prior to May 21, 2011 (Tier I)	On or after May 21, 2011 (Tier II)	On or after January 1, 2013 (PEPRA)
Hire Date			
Benefit Formula	2.5%@55	2%@60	2%@62
Benefit Vesting Schedule	5 Years Service	5 Years Service	5 Years Service
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Retirement Age	55	60	62
Monthly Benefits, as a Percentage of Eligible Compensation	2.5%	2%	2%
Required Employee Contribution Rates	8.000%	7.000%	7.750%
Required Employer Contribution Rates	13.340%	10.100%	7.680%

Contributions – Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS’ annual actuarial valuation process. NVTA’s actuarially determined rate is based on the estimated amount necessary to pay the Plan’s allocated share of the risk pools’ costs of benefits earned by employees during the year, and any unfunded accrued liability. NVTA is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. NVTA’s contributions to the Plan for the years ended June 30, 2025 and 2024, were \$294,705 and \$234,762, respectively.

As of June 30, 2025 and 2024, NVTA reported a net pension liability for its proportionate share of the net pension liability of the Plan in the amount of \$1,255,646 and \$1,233,298, respectively.

NVTA’s net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2024 and 2023, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2023 and 2022, rolled forward to June 30, 2024 and 2023, using standard update procedures. NVTA’s proportion of the net pension liability was based on a projection of NVTA’s long-term share of contributions to the Plan relative to the projected contributions of all participating employers, actuarially determined. NVTA’s proportionate share of the net pension liability for the Plan as of June 30, 2025 and 2024, was as follows:

Proportion - June 30, 2024	0.00989%
Proportion - June 30, 2025	<u>0.01035%</u>
Change - Increase (Decrease)	<u><u>0.00046%</u></u>

NOTE 8 – PENSION PLAN (Continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

For the years ended June 30, 2025 and 2024, NVTA recognized pension expense of \$366,013 and \$363,266, respectively. At June 30, 2025 and 2024, NVTA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

2025	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Actual and Expected Experience	\$ 108,562	\$ 4,236
Changes in Assumptions	32,273	-
Net Differences between Projected and Actual Earnings on Plan Investments	72,286	-
Change in Employer's Proportion	81,240	-
Differences between the Employer's Contributions and the Employer's Proportionate Share of Contributions	49,116	3,919
Pension Contributions Subsequent to Measurement Date	294,705	-
Total	\$ 638,182	\$ 8,155
2024	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Actual and Expected Experience	\$ 63,004	\$ 9,773
Changes in Assumptions	74,460	-
Net Differences between Projected and Actual Earnings on Plan Investments	199,682	-
Change in Employer's Proportion	92,548	-
Differences between the Employer's Contributions and the Employer's Proportionate Share of Contributions	33,820	9,516
Pension Contributions Subsequent to Measurement Date	234,762	-
Total	\$ 698,276	\$ 19,289

\$294,705 and \$234,762 reported as deferred outflows of resources related to contributions subsequent to the measurement date during the years ended June 30, 2025 and 2024, respectively, will be recognized as a reduction of the net pension liability in the years ended June 30, 2026 and 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	
2026	\$ 132,949
2027	206,391
2028	20,754
2029	(24,772)
2030	-
Thereafter	-
Total	\$ 335,322

NOTE 8 – PENSION PLAN (Continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Actuarial Assumptions – The total pension liabilities in the June 30, 2023 and 2022 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date	June 30, 2023	June 30, 2022
Measurement Date	June 30, 2024	June 30, 2023
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Actuarial Assumptions:		
Discount Rate	6.90%	6.90%
Inflation	2.30%	2.30%
Projected Salary Increase	Varies ⁽¹⁾	Varies ⁽¹⁾
Investment Rate of Return	6.90% ⁽²⁾	6.90% ⁽²⁾
Mortality	CalPERS ⁽³⁾	CalPERS ⁽³⁾

⁽¹⁾ Depending on age, service, and type of employment.

⁽²⁾ Net of pension plan investment expenses, including inflation.

⁽³⁾ The mortality table used was developed based on CalPERS' specific data. The mortality table was developed based on CalPERS-specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2021 and 2020 valuations were based on the results of a December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate – The discount rates used to measure the total pension liability for June 30, 2025 and 2024, was 6.90%. To determine whether the municipal bond rate should be used in the calculation of a discount rate for the Plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 6.90% discount rates for 2024 and 2023, are applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained from the CalPERS' website under the GASB Statement No. 68 section.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

NOTE 8 – PENSION PLAN (Continued)B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)**Discount Rate** (Continued)

The expected real rates of return by asset class are as follows:

2025	Current Target Allocation	Real Return Years 1 - 10 ^(a,b)
<u>Asset Class</u>		
Global Equity - Cap-Weighted	30.00%	4.54%
Global Equity - Non-Cap-Weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-Backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
Total	<u>100.00%</u>	

(a) An expected inflation of 2.30% used for this period.

(b) Figures are based on the 2021-22 Asset Liability Management study.

2024	Current Target Allocation	Real Return Years 1 - 10 ^(a,b)
<u>Asset Class</u>		
Global Equity - Cap-Weighted	30.00%	4.45%
Global Equity - Non-Cap-Weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-Backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
Total	<u>100.00%</u>	

(a) An expected inflation of 2.30% used for this period.

(b) Figures are based on the 2021-22 Asset Liability Management study.

NOTE 8 – PENSION PLAN (Continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Discount Rate (Continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents NVTA’s proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what NVTA’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	<u>2025</u>	<u>2024</u>
1% Decrease Net Pension Liability	5.90% \$ 2,106,904	5.90% \$ 2,021,769
Current Discount Rate Net Pension Liability	6.90% \$ 1,255,646	6.90% \$ 1,233,298
1% Increase Net Pension Liability (Asset)	7.90% \$ 554,934	7.90% \$ 584,319

Pension Plan Fiduciary Net Position – Detailed information about the Plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

C. Payable to the Pension Plan

At June 30, 2025 and 2024, NVTA had no outstanding amounts for contributions to the Plan required for the years then ended.

NOTE 9 – OPEB

A. General Information about the OPEB Plan

Plan Description – NVTA participates in the California Employers’ Retiree Benefit Trust (CERBT), a trust established by Chapter 331 of the 1988 Statutes and initially funded in 2007. The purpose of the trust is to receive contributions from participating employers and establish separate employer prefunding accounts to pay for OPEB. The CERBT is an agent multiple-employer plan and is administered by CalPERS. A new OPEB Plan was adopted by the Board with an effective measurement date of June 30, 2018. The OPEB Plan provides postretirement health care benefits to all employees meeting certain selected criteria. Employees on the payroll as of June 30, 2025 and 2024, who retire from NVTA with 10 years of NVTA service and 20 years of CalPERS service will receive a percentage of \$500 cap (\$750 for dual coverage) based on years of service at NVTA. The Public Employees’ Medical and Hospital Care Act (PEMHCA) minimum is paid for those retiring with less than 10 years of service at NVTA.

NOTE 9 – OPEB (Continued)

A. General Information about the OPEB Plan (Continued)

The following is a description of the current retiree benefit plan:

Benefit Types Provided	Medical only
Duration of Benefits	Lifetime
Required Service	CalPERS retirement and 10 years NVTA
Minimum Age	50
Dependent Coverage	Family eligible
NVTA Contribution %	Up to 100%
NVTA Cap Highest	\$500 (\$750 for dual coverage)

Employees Covered – As of the June 30, 2024 and 2023 valuations, the following current and former employees were covered by the benefit terms for the OPEB Plan:

	<u>2024</u>	<u>2023</u>
Inactive Employees or Beneficiaries Currently Receiving Benefits	3	3
Inactive Employees Entitled to but not yet Receiving Benefits	3	3
Active Employees	<u>16</u>	<u>16</u>
Total	<u><u>22</u></u>	<u><u>22</u></u>

Contributions – The contribution requirements of plan members and NVTA are established and may be amended by NVTA’s Board. These contributions are neither mandated nor guaranteed. NVTA has retained the right to unilaterally modify its payment for retiree health care benefits. Refer to the table above for the contribution requirements. For the years ended June 30, 2025 and 2024, NVTA contributed \$66,257 and \$64,142, respectively. Employees are not required to contribute to the OPEB Plan.

NOTE 9 – OPEB (Continued)

A. General Information about the OPEB Plan (Continued)

Net OPEB Liability/(Asset) – NVTA’s net OPEB liability/(asset) was measured as of June 30, 2024 and 2023, and the total OPEB liability used to calculate the net OPEB asset was the Plan Fiduciary Net Position of the OPEB trust held with CalPERS. The following actuarial methods and assumptions were used:

2025	
Reporting Date	June 30, 2025
Valuation Date	June 30, 2024
Measurement Date	June 30, 2024
Actuarial Assumptions:	
Discount Rate	5.25%
Inflation	2.50%
Salary Increases	2.75%
Investment Rate of Return	5.25%
Mortality Rate	Derived using CalPERS' Membership Data for all Funds ⁽¹⁾
	Non-Medicare - 7.90% for 2026, decreasing to an ultimate rate of 3.45% in 2076;
	Medicare (Non-Kaiser) - 6.90% for 2026, decreasing to an ultimate rate of 3.45% in 2076;
Healthcare Cost Trend Rates	Medicare (Kaiser) - 5.65% for 2026, decreasing to an ultimate rate of 3.45% in 2076

⁽¹⁾ Pre-retirement mortality information was derived from data collected during 2000 - 2019 CalPERS Experience Study dated December 2017 and post-retirement mortality information was derived from the 2000 - 2019 CalPERS Experience Study. The Experience Study Reports may be accessed on the CalPERS website www.calpers.ca.gov under Forms and Publications.

NOTE 9 – OPEB (Continued)

A. General Information about the OPEB Plan (Continued)

2024	
Reporting Date	June 30, 2024
Valuation Date	June 30, 2022
Measurement Date	June 30, 2023
Actuarial Assumptions:	
Discount Rate	5.25%
Inflation	2.50%
Salary Increases	2.75%
Investment Rate of Return	5.25%
Mortality Rate	Derived using CalPERS' Membership Data for all Funds ⁽¹⁾ Non-Medicare - 8.5% for 2024, decreasing to an ultimate rate of 3.45% in 2076; Medicare (Non-Kaiser) - 7.5% for 2024, decreasing to an ultimate rate of 3.45% in 2076; Medicare (Kaiser) - 6.25% for 2024, decreasing to an ultimate rate of 3.45% in 2076
Healthcare Cost Trend Rates	

⁽¹⁾ Pre-retirement mortality information was derived from data collected during 2000 - 2019 CalPERS Experience Study dated December 2017 and post-retirement mortality information was derived from the 2000 - 2019 CalPERS Experience Study. The Experience Study Reports may be accessed on the CalPERS website www.calpers.ca.gov under Forms and Publications.

The long-term expected rate of return on OPEB Plan investments was determined using a building block method in which expected future real rates of return (expected returns, net of OPEB Plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

2025	Target Allocation	Long-Term Expected Real Rate of Return
<u>Asset Class</u>	<u></u>	<u></u>
Global Equity	23.00%	4.56%
Fixed Income	51.00%	1.56%
Treasury Inflation Protected Securities	9.00%	-0.08%
Commodities	3.00%	1.22%
REITs	14.00%	4.06%
Total	<u>100.00%</u>	

NOTE 9 – OPEB (Continued)

A. General Information about the OPEB Plan (Continued)

2024	Target	Long-Term
Asset Class	Allocation	Expected Real
Asset Class	Allocation	Rate of Return
Global Equity	23.00%	4.56%
Fixed Income	51.00%	1.56%
Treasury Inflation Protected Securities	9.00%	-0.08%
Commodities	3.00%	1.22%
REITs	14.00%	4.06%
Total	<u>100.00%</u>	

Discount Rate – The discount rate used to measure the total OPEB liability was 5.25% for 2024 and 2023, respectively. The projection of cash flows used to determine the discount rate assumed that NVTAs contributions will be sufficient to fully fund the obligation over a period not to exceed 30 years. Historic 30 year real rates of return for each asset class along with the assumed long-term inflation assumption were used to set the discount rate. The expected investment return was offset by the investment expenses of 15 basis points. Based on those assumptions, the OPEB Plan’s fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB Plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the Net OPEB Liability/(Asset) – The changes in the net OPEB liability/(asset) for the OPEB Plan are as follows:

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance at June 30, 2024	\$ 660,154	\$ 565,767	\$ 94,387
Changes in the Year:			
Service Cost	36,227	-	36,227
Interest	35,980	-	35,980
Changes of Benefit Terms	-	-	-
Actual vs. Expected Experience	(91,876)	-	(91,876)
Assumption Changes	-	-	-
Contribution - Employer	-	64,142	(64,142)
Contribution - Employee	-	-	-
Net Investment Income	-	36,122	(36,122)
Administrative Expenses	-	(218)	218
Benefit Payments	(22,107)	(22,107)	-
Net Changes	<u>(41,776)</u>	<u>77,939</u>	<u>(119,715)</u>
Balance at June 30, 2025	<u>\$ 618,378</u>	<u>\$ 643,706</u>	<u>\$ (25,328)</u>

NOTE 9 – OPEB (Continued)

A. General Information about the OPEB Plan (Continued)

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance at June 30, 2023	\$ 611,837	\$ 521,590	\$ 90,247
Changes in the Year:			
Service Cost	35,257	-	35,257
Interest	33,437	-	33,437
Changes of Benefit Terms	-	-	-
Actual vs. Expected Experience	-	-	-
Assumption Changes	-	-	-
Contribution - Employer	-	56,422	(56,422)
Contribution - Employee	-	-	-
Net Investment Income	-	8,327	(8,327)
Administrative Expenses	-	(195)	195
Benefit Payments	(20,377)	(20,377)	-
Net Changes	48,317	44,177	4,140
Balance at June 30, 2024	\$ 660,154	\$ 565,767	\$ 94,387

Sensitivity of the Net OPEB Liability/(Asset) to Changes in the Discount Rate – The following presents the net OPEB liability/(asset) of NVTA if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement periods ended June 30, 2024 and 2023:

2024

1% Decrease
Net OPEB Liability/(Asset) \$ 49,639 4.25%

Current Discount Rate
Net OPEB Liability/(Asset) \$ (25,328) 5.25%

1% Increase
Net OPEB Liability/(Asset) \$ (88,806) 6.25%

2023

1% Decrease
Net OPEB Liability/(Asset) \$ 176,507 4.25%

Current Discount Rate
Net OPEB Liability/(Asset) \$ 94,387 5.25%

1% Increase
Net OPEB Liability/(Asset) \$ 25,157 6.25%

NOTE 9 – OPEB (Continued)

A. General Information about the OPEB Plan (Continued)

Sensitivity of the Net OPEB Liability/(Asset) to Changes in the Health Care Cost Trend Rates – The following presents the net OPEB liability/(asset) of NVTA if it were calculated using health care cost trend rates that are percentage point lower or one percentage point higher than the current rates, for measurement periods ended June 30, 2024 and 2023:

2024		
1% Decrease		4.25%
Net OPEB Liability/(Asset)	\$	(39,889)
Current Health Care Cost Trend Rates		5.25%
Net OPEB Liability/(Asset)	\$	(25,328)
1% Increase		6.25%
Net OPEB Liability/(Asset)	\$	2,584
2023		
1% Decrease		4.00%
Net OPEB Liability/(Asset)	\$	72,612
Current Health Care Cost Trend Rates		5.00%
Net OPEB Liability/(Asset)	\$	94,387
1% Increase		6.00%
Net OPEB Liability/(Asset)	\$	133,355

OPEB Plan Fiduciary Net Position – Detailed information about the OPEB Plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

Recognition of Deferred Outflows and Deferred Inflows of Resources – Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB – For the years ended June 30, 2025 and 2024, NVTA recognized OPEB expense of \$64,411 and \$71,408, respectively. For the years ended June 30, 2025 and 2024, NVTA reported deferred outflows of resources related to OPEB from the following sources:

2025	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB Contributions Subsequent to Measurement Date	\$ 66,257	\$ -
Differences between Actual and Expected Experience	120,341	87,104
Changes in Assumptions	31,137	37,094
Net Differences between Projected and Actual Earnings on Plan Investments	34,639	-
Total	<u>\$ 252,374</u>	<u>\$ 124,198</u>

NOTE 9 – OPEB (Continued)

A. General Information about the OPEB Plan (Continued)

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB (Continued)

2024	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB Contributions Subsequent to Measurement Date	\$ 64,142	\$ -
Differences between Actual and Expected Experience	139,160	6,380
Changes in Assumptions	39,188	43,049
Net Differences between Projected and Actual Earnings on Plan Investments	<u>52,984</u>	<u>-</u>
Total	<u>\$ 295,474</u>	<u>\$ 49,429</u>

The \$66,257 and \$64,142 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2025 and 2024 measurement dates will be recognized as an increase to the net OPEB asset during the years ending June 30, 2026 and 2025, respectively. In addition, future recognition of the deferred inflows of resources and deferred outflows of resources is shown below:

<u>Year Ended June</u>	
2026	\$ 22,657
2027	29,816
2028	11,973
2029	5,042
2030	6,259
Thereafter	<u>(13,828)</u>
	<u>\$ 61,919</u>

NOTE 10 – EMPLOYEE BENEFITS – DEFERRED COMPENSATION PLAN

Employees of NVTA may participate in a deferred compensation plan adopted under the provisions of the Internal Revenue Code (IRC) Section 457 (Deferred Compensation Plans with Respect to Service for State and Local Governments).

The deferred compensation plan is available to all employees of NVTA. Under the plan, employees may elect to defer a portion of their salaries and avoid paying taxes on the deferred portion until the withdrawal date. The deferred compensation amount is not available for withdrawal by employees until termination, retirement, death, or unforeseeable emergency.

The deferred compensation plan is administered by an unrelated financial institution through CalPERS. Under the terms of the IRC Section 457 deferred compensation plan, all deferred compensation and income attributable to the investment of the deferred compensation amounts held by the financial institution, until paid or made available to the employees or beneficiaries, are the property of the employee.

NOTE 11 – INSURANCE AND RISK OF LOSS

NVTA is exposed to various risks of loss related to torts, theft or damage to and destruction of assets, errors and omissions, injuries to employees, and natural disasters. NVTA maintains various insurance policies for directors and officers, property and liability, commercial liability, and workers' compensation against potential risk of loss through private insurance carriers. NVTA secures vehicular and liability coverage for business-type activities of up to \$5,000,000 per incident through its purchased transportation contractor.

NOTE 12 – RELATED PARTY TRANSACTIONS

County personnel provide administration services to NVTA. The County also provides legal counsel. During the years ended June 30, 2025 and 2024, NVTA paid to the County, a related party, the following amounts:

	<u>2025</u>	<u>2024</u>
Accounting and Legal Services	\$ 20,153	\$ 19,207
Other Services and Supplies	<u>240,051</u>	<u>219,117</u>
Total Related Party Transactions	<u>\$ 260,204</u>	<u>\$ 238,324</u>

NOTE 13 – FAREBOX RATIO

Article 4

Article 4 transit operations include Vine and American Canyon Transit (ACT). As agreed to by MTC, the combined farebox ratio requirement is 15%. The farebox ratio for the years ended June 30, 2025 and 2024, was 17.60% and 14.58%, respectively, as follows:

	<u>June 30, 2025</u>		
<u>Article 4</u>	<u>Total Article 4 Services</u>	<u>Vine</u>	<u>ACT</u>
Farebox Subject to Farebox Ratio	<u>\$ 2,071,151</u>	<u>\$ 1,985,594</u>	<u>\$ 85,557</u>
Operating Cost, Net of Depreciation	<u>\$ 11,770,563</u>	<u>\$ 11,173,834</u>	<u>\$ 596,729</u>
Farebox Ratio	<u>17.60%</u>		
	<u>June 30, 2024</u>		
<u>Article 4</u>	<u>Total Article 4 Services</u>	<u>Vine</u>	<u>ACT</u>
Farebox Subject to Farebox Ratio	<u>\$ 1,766,870</u>	<u>\$ 1,678,531</u>	<u>\$ 88,339</u>
Operating Cost, Net of Depreciation	<u>\$ 12,114,650</u>	<u>\$ 11,552,703</u>	<u>\$ 561,947</u>
Farebox Ratio	<u>14.58%</u>		

NOTE 13 – FAREBOX RATIO (Continued)

Article 4 (Continued)

Farebox revenue and operating cost used for farebox ratio calculation will not agree to the Statement of Revenues, Expenses, and Changes in Fund Net Position for the Proprietary Fund (see page 22). The sales of non-federal assets are eligible as farebox revenues. Supplies not directly used for transit have been removed from operating costs.

Recent changes to the TDA statutes allow for the inclusion of local funds to calculate statutory farebox ratio. California Public Utilities Code (PUC) Section 99268.19 states that: “If fare revenues are insufficient to meet the applicable ratio of fare revenues to operating cost required by this article, an operator may satisfy that requirement by supplementing its fare revenues with local funds. As used in this section, “local funds” means any nonfederal or nonstate grant funds or other revenues generated by, earned by, or distributed to an operator.”

Due to the COVID-19 pandemic, transit agencies statewide, including Vine Transit, have experienced significant declines in local and farebox revenues. In response, the State of California has provided statutory and administrative/regulatory relief for public transportation agencies. Assembly Bill No. 90 (AB 90) was approved by the Governor on June 29, 2020. AB 90 contains changes to transportation statutes, in particular relief for public transit operators. The bill temporarily suspends the financial penalties associated with the TDA’s requirements that transit agencies obtain specified fixed percentages of their operating budgets from passenger fares for the 2022-2023 and 2023-2024 budget years. As transit ridership has declined due to the COVID-19 pandemic, this language would prevent agencies from being penalized due to the ongoing public health crisis.

For the years ended June 30, 2025 and 2024, the farebox recovery ratios were suspended due to the effects of the COVID-19 health pandemic.

Without the use of local funds, sale of asset revenue, and chargebacks to meet statutory requirements, operation farebox for the years ended June 30, 2025 and 2024, would be 8% and 6%, respectively.

Article 8

Article 8 transit operations include Vine Go, Calistoga Shuttle, St. Helena Shuttle, and Yountville Trolley. TDA Section 6633.2 requires NVRTA to meet a 10% farebox revenue to total operating expenses ratio. The farebox revenue ratio for the years ended June 30, 2025 and 2024, for Article 8 transit operations was 7.32% and 8.66%, respectively, as follows:

	June 30, 2025		
<u>Article 8</u>	<u>Total Article 8 Services</u>	<u>Vine Go</u>	<u>Calistoga, Yountville, and St. Helena</u>
Farebox Subject to Farebox Ratio	<u>\$ 217,160</u>	<u>\$ 53,844</u>	<u>\$ 163,316</u>
Operating Cost, Net of Depreciation	<u>\$ 2,965,589</u>	<u>\$ 1,703,474</u>	<u>\$ 1,262,115</u>
Farebox Ratio	<u>7.32%</u>		

NOTE 13 – FAREBOX RATIO (Continued)Article 8 (Continued)

<u>Article 8</u>	June 30, 2024		
	Total Article 8 Services	Vine Go	Calistoga, Yountville, and St. Helena
Farebox Subject to Farebox Ratio	\$ 234,350	\$ 66,075	\$ 168,275
Operating Cost, Net of Depreciation	\$ 2,707,419	\$ 1,442,339	\$ 1,265,080
Farebox Ratio	<u>8.66%</u>		

For the year ended June 30, 2024, NVTA was not in compliance with the minimum farebox ratio required for Article 8 transit operations. For the year ended June 30, 2024, NVTA was not in compliance with the minimum farebox ratio required for Article 8 transit operations. NVTA was not required to meet the farebox ratio due to AB90 waiving the farebox requirements for the years ended June 30, 2025 and 2024.

NOTE 14 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

For the years ended June 30, 2025 and 2024, expenditures exceeded appropriations in the Planning Fund as follows:

Appropriations Category	Excess Expenditures	
	2025	2024
Planning Fund:		
Communications	\$ 14,217	\$ -
Insurance	3,577	-
Rents and Leases	4,266	2,669
Transportation	-	2,278
Miscellaneous Expense	373,964	31,927

NOTE 15 – STATE OF GOOD REPAIR (SGR)

SGR funds of \$0 and \$18,993 were received during 2025 and 2024, respectively.

NOTE 16 – SUBSEQUENT EVENTS

In February 2023, the Napa Valley Transportation Authority (NVTA) entered into a Solar Power Purchase Agreement (PPA) with 127Energy, which was later assigned to BluePath Finance Inc. Under the PPA, NVTA purchases all electricity generated by an on-site solar photovoltaic (PV) system and battery energy storage system installed at NVTA's operations and maintenance facility at 96 and 101 Sheehy Court in Napa, California. The System will provide power for NVTA operations and reduces reliance on PG&E utility supply. NVTA pays only for electricity delivered to designated on-site delivery points, while the Seller is responsible for all design, permitting, installation, monitoring, and ongoing operations and maintenance.

The PPA has a 25-year term, with commercial operation expected to begin in early 2026. NVTA will be billed monthly based on actual energy produced and delivered as measured by the System's meters.

Subsequent events have been evaluated through December 29, 2025, which is the date the basic financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

**NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
GOVERNMENTAL FUND – PLANNING FUND
FOR THE YEAR ENDED JUNE 30, 2025**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Local Transportation Fund Allocation	\$ 2,829,800	\$ 2,829,800	\$ 3,829,800	\$ 1,000,000
Federal Highway Allocations	3,000,000	3,000,000	1,596,869	(1,403,131)
State Grants	3,000,000	3,000,000	4,155,287	1,155,287
Other Grants	4,735,000	4,735,000	478,255	(4,256,745)
Interest	20,000	20,000	81,055	61,055
Other Revenues	265,000	265,000	331,055	66,055
	<u>13,849,800</u>	<u>13,849,800</u>	<u>10,472,321</u>	<u>(3,377,479)</u>
Total Revenues				
Expenditures				
Communications	50,000	50,000	64,217	(14,217)
Insurance	60,000	60,000	63,577	(3,577)
Office Expense	101,000	101,000	57,097	43,903
Rents and Leases	7,000	7,000	11,266	(4,266)
Transportation	16,000	16,000	13,956	2,044
Salaries and Benefits	3,127,400	3,627,400	2,703,277	924,123
Miscellaneous Expense	229,400	229,400	603,364	(373,964)
Professional Services	10,650,000	8,850,000	7,963,250	886,750
Debt Service				
Interest	50,000	50,000	-	50,000
	<u>14,290,800</u>	<u>12,990,800</u>	<u>11,480,004</u>	<u>1,510,796</u>
Total Expenditures				
Other Finance Sources				
Transfers	441,000	441,000	-	441,000
	<u>441,000</u>	<u>441,000</u>	<u>-</u>	<u>441,000</u>
Total Other Financing Sources				
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>(1,007,683)</u>	<u>\$ 2,307,683</u>
Fund Balance, Beginning of Year			<u>2,648,930</u>	
Fund Balance, End of Year			<u>\$ 1,641,247</u>	

See accompanying note to required supplementary information.

**NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
GOVERNMENTAL FUND – PLANNING FUND
FOR THE YEAR ENDED JUNE 30, 2024**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Local Transportation Fund Allocation	\$ 2,704,500	\$ 2,704,500	\$ 3,035,500	\$ 331,000
Federal Highway Allocations	10,932,600	10,932,600	1,731,268	(9,201,332)
State Grants	2,150,000	2,150,000	7,868,739	5,718,739
Other Grants	10,613,200	10,613,200	1,806,463	(8,806,737)
Interest	30,000	30,000	157,470	127,470
Other Revenues	265,000	265,000	302,154	37,154
Total Revenues	<u>26,695,300</u>	<u>26,695,300</u>	<u>14,901,594</u>	<u>(11,793,706)</u>
Expenditures				
Communications	70,000	70,000	37,636	32,364
Insurance	75,000	75,000	46,239	28,761
Office Expense	101,000	101,000	25,310	75,690
Rents and Leases	7,500	7,500	10,169	(2,669)
Transportation	8,900	8,900	11,178	(2,278)
Salaries and Benefits	3,974,800	3,974,800	2,124,040	1,850,760
Miscellaneous Expense	316,100	316,100	348,027	(31,927)
Professional Services	22,092,000	22,092,000	13,003,574	9,088,426
Debt Service				
Interest	50,000	50,000	-	50,000
Total Expenditures	<u>26,695,300</u>	<u>26,695,300</u>	<u>15,606,173</u>	<u>11,089,127</u>
Other Finance Sources				
Transfers	-	-	-	-
Total Other Financing Sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>(704,579)</u>	<u>\$ 704,579</u>
Fund Balance, Beginning of Year			<u>3,353,509</u>	
Fund Balance, End of Year			<u>\$ 2,648,930</u>	

See accompanying note to required supplementary information.

**NAPA VALLEY TRANSPORTATION AUTHORITY
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEARS ENDED JUNE 30, 2025 AND 2024**

BUDGETS AND BUDGETARY ACCOUNTING

Formal budgetary accounting is employed as a management control by Napa Valley Transportation Authority (NVTA). A biennial budget is adopted each even-numbered fiscal year by the Board of Directors (the Board). The accounting method used to prepare the budget is consistent with accounting principles generally accepted in the United States of America. All changes or amendments to the budget require prior approval of the Board. Unused appropriations lapse at the end of the fiscal year.

**NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF CHANGES IN THE NET OTHER POSTEMPLOYMENT BENEFITS (OPEB)
LIABILITY/(ASSET) AND RELATED RATIOS
FOR THE MEASUREMENT PERIOD ENDED JUNE 30**

Measurement Period	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>
Total OPEB Liability				
Service Cost	\$ 36,227	\$ 35,257	\$ 41,754	\$ 37,189
Interest	35,980	33,437	25,177	23,613
Actual and Expected Experience Difference	(91,876)	-	120,683	-
Changes in Assumptions	-	-	(27,542)	28,092
Changes in Benefit Terms	-	-	-	-
Benefit Payments	<u>(22,107)</u>	<u>(20,377)</u>	<u>(20,063)</u>	<u>(18,423)</u>
Net Change in Total OPEB (Asset) Liability	(41,776)	48,317	140,009	70,471
Total OPEB Liability - Beginning	<u>660,154</u>	<u>611,837</u>	<u>471,828</u>	<u>401,357</u>
Total OPEB Liability - Ending (a)	<u><u>\$ 618,378</u></u>	<u><u>\$ 660,154</u></u>	<u><u>\$ 611,837</u></u>	<u><u>\$ 471,828</u></u>
 Plan Fiduciary Net Position				
Contributions - Employer	\$ 64,142	\$ 56,422	\$ 55,094	\$ 59,458
Net Investment Income	36,122	8,327	(58,393)	60,338
Benefit Payments	(22,107)	(20,377)	(20,063)	(18,423)
Administrative Expenses	<u>(218)</u>	<u>(195)</u>	<u>(170)</u>	<u>(192)</u>
Net Change in Plan Fiduciary Net Position	77,939	44,177	(23,532)	101,181
Plan Fiduciary Net Position - Beginning	<u>565,767</u>	<u>521,590</u>	<u>545,122</u>	<u>443,941</u>
Plan Fiduciary Net Position - Ending	<u><u>\$ 643,706</u></u>	<u><u>\$ 565,767</u></u>	<u><u>\$ 521,590</u></u>	<u><u>\$ 545,122</u></u>
Net OPEB Liability/(Asset) - Ending [(a) - (b)]	(25,328)	94,387	90,247	(73,294)
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	104.10%	85.70%	85.25%	115.53%
Covered Payroll	\$ 2,306,626	\$ 1,905,644	\$ 1,649,016	\$ 1,738,478
Net OPEB Liability/(Asset) as a Percentage of Covered Payroll	-1.20%	5.00%	5.47%	-4.22%

NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF CHANGES IN THE NET OTHER POSTEMPLOYMENT BENEFITS (OPEB)
LIABILITY/(ASSET) AND RELATED RATIOS (Continued)
FOR THE MEASUREMENT PERIOD ENDED JUNE 30

<i>Measurement Period</i>	2021	2020	2019	2018
Total OPEB Liability				
Service Cost	\$ 42,375	\$ 41,141	\$ 31,966	\$ 31,035
Interest	19,391	16,632	10,999	8,924
Actual and Expected Experience Difference	68,869	-	(16,460)	-
Changes in Assumptions	(33,649)	-	50,801	-
Changes in Benefit Terms	-	-	20,429	-
Benefit Payments	(11,607)	(6,087)	(2,930)	(3,400)
Net Change in Total OPEB Liability	85,379	51,686	94,805	36,559
Total OPEB Liability - Beginning	315,978	264,292	169,487	132,928
Total OPEB Liability - Ending (a)	<u>\$ 401,357</u>	<u>\$ 315,978</u>	<u>\$ 264,292</u>	<u>\$ 169,487</u>
Plan Fiduciary Net Position				
Contributions - Employer	\$ 50,607	\$ 44,087	\$ 25,930	\$ 34,400
Net Investment Income	24,293	23,900	13,303	10,318
Benefit Payments	(11,607)	(6,087)	(2,930)	(3,400)
Administrative Expenses	(190)	(70)	(522)	(128)
Net Change in Plan Fiduciary Net Position	63,103	61,830	35,781	41,190
Plan Fiduciary Net Position - Beginning	380,838	319,008	283,227	242,037
Plan Fiduciary Net Position - Ending	<u>\$ 443,941</u>	<u>\$ 380,838</u>	<u>\$ 319,008</u>	<u>\$ 283,227</u>
Net OPEB Liability/(Asset) - Ending [(a) - (b)]	(42,584)	(64,860)	(54,716)	(113,740)
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	110.61%	120.53%	120.70%	167.11%
Covered Payroll	\$ 1,661,705	\$ 1,621,492	\$ 1,870,622	\$ 1,870,622
Net OPEB Liability/(Asset) as a Percentage of Covered Payroll	-2.56%	-4.00%	-3.37%	-6.08%

Notes to the Schedule:

Historical information is required only for measurement periods for which GASB Statement No. 75 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

**NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF CONTRIBUTIONS – OPEB
AS OF JUNE 30, 2025
LAST 10 YEARS***

	<u>Fiscal Year 2025</u>	<u>Fiscal Year 2024</u>	<u>Fiscal Year 2023</u>	<u>Fiscal Year 2022</u>
Actuarially Determined Contributions	\$ 44,000	\$ 42,000	\$ 36,000	\$ 35,000
Contributions in Relation to the Actuarially Determined Contributions	<u>(66,257)</u>	<u>(64,142)</u>	<u>(56,422)</u>	<u>(55,329)</u>
Contribution Deficiency (Excess)	<u>\$ (22,257)</u>	<u>\$ (22,142)</u>	<u>\$ (20,422)</u>	<u>\$ (20,329)</u>
Covered Payroll	\$ 2,306,626	\$ 2,039,095	\$ 1,905,644	\$ 1,649,016
Contributions as a Percentage of Covered Payroll	2.87%	3.15%	2.96%	3.36%
	<u>Fiscal Year 2021</u>	<u>Fiscal Year 2020</u>	<u>Fiscal Year 2019</u>	<u>Fiscal Year 2018</u>
Actuarially Determined Contributions	\$ 41,000	\$ 39,000	\$ 38,000	\$ 23,000
Contributions in Relation to the Actuarially Determined Contributions	<u>(59,458)</u>	<u>(50,607)</u>	<u>(44,087)</u>	<u>(25,930)</u>
Contribution Deficiency (Excess)	<u>\$ (18,458)</u>	<u>\$ (11,607)</u>	<u>\$ (6,087)</u>	<u>\$ (2,930)</u>
Covered Payroll	\$ 1,738,478	\$ 1,611,705	\$ 1,621,492	\$ 1,870,622
Contributions as a Percentage of Covered Payroll	3.42%	3.14%	2.72%	1.39%

Notes to the Schedule:

Actuarial methods and assumptions used to set the actuarially determined contributions for fiscal year 2024, were from the June 30, 2022 actuarial valuation.

Methods and Assumptions Used to Determine Contributions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market Value
Discount Rate	5.25%
Inflation	2.50%
Salary Increases	2.75%
Healthcare Cost Trend Rates	7.90% in 2026, decreasing to an ultimate rate of 3.45% by 2076
Mortality Rate	CalPERS 2000-2019 Experience Study; Projected with Scale MP-2021

* Fiscal year 2018 was the 1st year of implementation; therefore, only eight years are shown.

**NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF NVTA'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
AS OF JUNE 30, 2025
LAST 10 YEARS**

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Proportion of the Net Pension Liability	0.010350%	0.009890%	0.009110%	0.006650%	0.007450%
Proportionate Share of the Net Pension Liability	\$ 1,255,646	\$ 1,233,298	\$ 1,052,652	\$ 359,552	\$ 810,777
Covered Payroll	\$ 1,918,597	\$ 1,882,370	\$ 1,655,616	\$ 1,597,412	\$ 1,546,016
Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	65.45%	65.52%	63.58%	22.51%	52.44%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	78.08%	76.21%	76.68%	88.29%	75.10%
	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Proportion of the Net Pension Liability	0.006870%	0.003700%	0.003785%	0.003379%	0.003120%
Proportionate Share of the Net Pension Liability	\$ 703,771	\$ 356,433	\$ 375,403	\$ 292,430	\$ 214,127
Covered Payroll	\$ 1,515,963	\$ 1,436,566	\$ 1,392,133	\$ 1,116,442	\$ 1,100,512
Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	46.42%	24.81%	26.97%	26.19%	19.46%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.26%	75.26%	73.31%	74.06%	78.40%

Notes to Schedule:

Benefit changes. The figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2014, as they have minimal cost impact. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

Changes in assumptions. GASB Statement No. 68, states that the long-term expected rate of return should be determined net of pension plan investment expenses but without reduction for pension plan administrative expenses. The discount rate of 7.15 percent used for the June 30, 2018 measurement date was net of administrative expenses. In 2022/23, the discount rate changed to 6.90 percent.

**NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF CONTRIBUTIONS – PENSION
AS OF JUNE 30, 2025
LAST 10 YEARS**

	2025	2024	2023	2022	2021
Contractually Required Contribution (Actuarially Determined)	\$ 294,705	\$ 234,762	\$ 229,603	\$ 195,723	\$ 185,716
Contributions in Relation to the Actuarially Determined Contributions	<u>294,705</u>	<u>234,762</u>	<u>229,603</u>	<u>195,723</u>	<u>185,716</u>
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 2,306,626	\$ 1,918,597	\$ 1,882,370	\$ 1,655,616	\$ 1,597,412
Contributions as a Percentage of Covered Payroll	12.78%	12.24%	12.20%	11.82%	11.63%
	2020	2019	2018	2017	2016
Contractually Required Contribution (Actuarially Determined)	\$ 161,492	\$ 142,748	\$ 124,099	\$ 117,333	\$ 91,990
Contributions in Relation to the Actuarially Determined Contributions	<u>161,492</u>	<u>142,748</u>	<u>124,099</u>	<u>117,333</u>	<u>91,990</u>
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 1,546,016	\$ 1,515,963	\$ 1,436,566	\$ 1,392,113	\$ 100,512
Contributions as a Percentage of Covered Payroll	10.45%	9.42%	8.64%	8.43%	91.52%

Notes to Schedule:

Valuation Date	June 30, 2023	June 30, 2022
Measurement Date	June 30, 2024	June 30, 2023
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Actuarial Assumptions:		
Discount Rate	6.90%	6.90%
Inflation	2.30%	2.30%
Projected Salary Increase	Varies ⁽¹⁾	Varies ⁽¹⁾
Investment Rate of Return	6.90% ⁽²⁾	6.90% ⁽²⁾
Mortality	CalPERS ⁽³⁾	CalPERS ⁽³⁾

⁽¹⁾ Depending on age, service, and type of employment.

⁽²⁾ Net of pension plan investment expenses, including inflation.

⁽³⁾ The mortality table used was developed based on CalPERS' specific data. The mortality table was developed based on CalPERSspecific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website.

SUPPLEMENTARY INFORMATION

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN FUND NET POSITION
ENTERPRISE FUND – TRANSIT RELATED
BY OPERATION
FOR THE YEAR ENDED JUNE 30, 2025**

	Vine Go	Vine	American Canyon Transit	Yountville Trolley
Operating Revenues:				
Farebox Revenues	\$ 53,844	\$ 902,494	\$ 85,557	\$ 42,240
Operating Expenses:				
Marketing	-	148,355	12,563	-
Vehicle Maintenance	20,400	298,116	-	-
Other Maintenance	-	15,801	-	-
Fuel and Lubricants	235,267	1,439,311	38,622	3,289
Insurance	36,072	287,546	13,737	9,344
Planning and Administration	-	-	-	-
Security	-	34,702	-	-
Services	2,615	265,263	11,190	12,504
Supplies	671	51,213	1,936	437
Purchased Transportation	1,356,550	9,424,211	505,880	344,047
Rents and Leases	-	-	-	-
Utilities	-	204,352	-	-
Miscellaneous Expense	-	261,234	-	-
Depreciation	123,148	2,947,679	-	49,683
Personnel Costs	51,895	521,861	12,801	9,141
Total Operating Expenses	<u>1,826,618</u>	<u>15,899,644</u>	<u>596,729</u>	<u>428,445</u>
Operating Loss	<u>(1,772,774)</u>	<u>(14,997,150)</u>	<u>(511,172)</u>	<u>(386,205)</u>
Nonoperating Revenues (Expenses):				
Local Transportation Fund	541,724	7,314,983	-	265,000
Return of LTF Funding	-	(316,463)	-	-
State Transit Assistance	-	2,379,231	-	-
Federal Transit Assistance				
Grant Revenues - Operating	558,145	4,160,667	303,891	110,000
Other Operating Grants	-	2,446,550	-	-
Interest Income	20,098	1,025,408	8,875	12,791
Other Revenues	-	-	-	-
Loss on Disposal of Property	282	(1,595,072)	-	-
Total Nonoperating Revenues	<u>1,120,249</u>	<u>15,415,304</u>	<u>312,766</u>	<u>387,791</u>
Change in Net Position Before Contributions	(652,525)	418,154	(198,406)	1,586
Capital Contributions:				
Federal Transit Assistance	-	14,546,120	-	-
Local Transportation Fund	-	610,244	-	-
Change in Net Position	<u>(652,525)</u>	<u>15,574,518</u>	<u>(198,406)</u>	<u>1,586</u>
Net Position, Beginning of Year	<u>709,739</u>	<u>41,826,371</u>	<u>959,410</u>	<u>255,827</u>
Net Position, End of the Year	<u>\$ 57,214</u>	<u>\$ 57,400,889</u>	<u>\$ 761,004</u>	<u>\$ 257,413</u>

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN FUND NET POSITION (Continued)
ENTERPRISE FUND – TRANSIT RELATED
BY OPERATION
FOR THE YEAR ENDED JUNE 30, 2025**

	St. Helena Shuttle	Calistoga Shuttle	Totals
Operating Revenues:			
Farebox Revenues	\$ 45,277	\$ 75,800	\$ 1,205,212
Operating Expenses:			
Marketing	-	7,063	167,981
Vehicle Maintenance	-	-	318,516
Other Maintenance	-	-	15,801
Fuel and Lubricants	10,127	11,905	1,738,521
Insurance	8,821	12,457	367,977
Security	-	-	34,702
Services	11,746	11,574	314,892
Supplies	1,476	4,099	59,832
Purchased Transportation	324,707	457,832	12,413,227
Utilities	-	-	204,352
Miscellaneous Expense	-	-	261,234
Depreciation	49,683	-	3,170,193
Personnel Costs	7,963	13,584	617,245
Total Operating Expenses	414,523	518,514	19,684,473
Operating Loss	(369,246)	(442,714)	(18,479,261)
Nonoperating Revenues (Expenses):			
Local Transportation Fund	265,000	280,200	8,666,907
Return of LTF Funding	-	-	(316,463)
State Transit Assistance	-	-	2,379,231
Federal Transit Assistance			
Grant Revenues - Operating	110,000	164,769	5,407,472
Other Operating Grants	-	-	2,446,550
Interest Income	13,241	13,421	1,093,834
Other Revenues	-	-	-
Loss on Disposal of Property	-	-	(1,594,790)
Total Nonoperating Revenues	388,241	458,390	18,082,741
Change in Net Position Before Contributions	18,995	15,676	(396,520)
Capital Contributions:			
Federal Transit Assistance	-	-	14,546,120
Local Transportation Fund	-	-	610,244
Change in Net Position	18,995	15,676	14,759,844
Net Position, Beginning of Year	536,744	138,404	44,426,495
Net Position, End of the Year	\$ 555,739	\$ 154,080	\$ 59,186,339

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN FUND NET POSITION
ENTERPRISE FUND – TRANSIT RELATED
BY OPERATION
FOR THE YEAR ENDED JUNE 30, 2024**

	Vine Go	Vine	American Canyon Transit	Yountville Trolley
Operating Revenues:				
Farebox Revenues	\$ 66,075	\$ 656,531	\$ 88,339	\$ 43,830
Operating Expenses:				
Marketing	-	79,953	-	-
Vehicle Maintenance	-	46,696	-	-
Other Maintenance	-	30,542	-	-
Fuel and Lubricants	167,809	1,357,269	29,617	4,206
Insurance	33,653	279,546	14,369	9,523
Planning and Administration	-	-	-	-
Security	-	29,190	-	-
Services	4,567	284,356	11,020	11,747
Supplies	2,225	68,010	-	1,576
Purchased Transportation	1,169,124	8,741,159	487,023	322,671
Rents and Leases	-	-	-	-
Utilities	-	70,624	-	-
Miscellaneous Expense	147	232,836	-	-
Depreciation	51,494	3,156,748	-	49,683
Personnel Costs	64,814	549,803	19,918	13,146
Total Operating Expenses	1,493,833	14,926,732	561,947	412,552
Operating Loss	(1,427,758)	(14,270,201)	(473,608)	(368,722)
Nonoperating Revenues (Expenses):				
Local Transportation Fund	820,823	5,116,200	-	315,600
State Transit Assistance	200,000	3,174,748	80,000	-
Federal Transit Assistance				
Grant Revenues - Operating	493,345	4,300,833	440,721	95,000
Other Operating Grants	-	6,647,387	-	-
Interest Income	22,578	750,149	7,512	8,313
Other Revenues	-	-	-	-
Returned Local Transportation				
Fund Allocations	-	(1,816,786)	-	-
Loss on Disposal of Property	1,320	1,417	-	8,580
Total Nonoperating Revenues	1,538,066	18,173,948	528,233	427,493
Change in Net Position Before Contributions	110,308	3,903,747	54,625	58,771
Capital Contributions:				
Federal Transit Assistance	-	777,200	-	-
State Transit Assistance	-	-	-	-
Local Transportation Fund	-	2,758,065	-	-
Change in Net Position	110,308	7,439,012	54,625	58,771
Net Position, Beginning of Year	599,431	34,387,359	904,785	197,056
Net Position, End of the Year	\$ 709,739	\$ 41,826,371	\$ 959,410	\$ 255,827

**NAPA VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN FUND NET POSITION (Continued)
ENTERPRISE FUND – TRANSIT RELATED
BY OPERATION
FOR THE YEAR ENDED JUNE 30, 2024**

	St. Helena Shuttle	Calistoga Shuttle	Totals
Operating Revenues:			
Farebox Revenues	\$ 47,751	\$ 76,694	\$ 979,220
Operating Expenses:			
Marketing	550	1,496	81,999
Vehicle Maintenance	-	-	46,696
Other Maintenance	-	-	30,542
Fuel and Lubricants	20,886	51,027	1,630,814
Insurance	9,294	12,883	359,268
Security	-	-	29,190
Services	12,196	11,833	335,719
Supplies	-	-	71,811
Purchased Transportation	315,156	436,151	11,471,284
Utilities	-	-	70,624
Miscellaneous Expense	-	-	232,983
Depreciation	49,683	-	3,307,608
Personnel Costs	12,867	17,872	678,420
Total Operating Expenses	420,632	531,262	18,346,958
Operating Loss	(372,881)	(454,568)	(17,367,738)
Nonoperating Revenues (Expenses):			
Local Transportation Fund	315,600	391,000	6,959,223
State Transit Assistance	-	-	3,454,748
Federal Transit Assistance			
Grant Revenues - Operating	95,000	111,072	5,535,971
Other Operating Grants	-	-	6,647,387
Interest Income	8,821	10,897	808,270
Other Revenues	-	-	-
Returned Local Transportation			
Fund Allocations	-	-	(1,816,786)
Loss on Disposal of Property	-	-	11,317
Total Nonoperating Revenues	419,421	512,969	21,600,130
Change in Net Position Before Contributions	46,540	58,401	4,232,392
Capital Contributions:			
Federal Transit Assistance	-	-	777,200
State Transit Assistance	-	-	-
Local Transportation Fund	-	-	2,758,065
Change in Net Position	46,540	58,401	7,767,657
Net Position, Beginning of Year	490,204	80,003	36,658,838
Net Position, End of the Year	\$ 536,744	\$ 138,404	\$ 44,426,495

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE OVER FINANCIAL
REPORTING BASED ON AN AUDIT OF BASIC FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH THE STATUTES, RULES, AND
REGULATIONS OF THE CALIFORNIA TRANSPORTATION DEVELOPMENT
ACT AND THE ALLOCATION INSTRUCTIONS AND RESOLUTIONS OF
THE METROPOLITAN TRANSPORTATION COMMISSION**

To the Honorable Members
of the Board of Directors
Napa Valley Transportation Authority
Napa, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the basic financial statements of Napa Valley Transportation Authority (NVTA) as of and for the year ended June 30, 2025, and have issued our report thereon dated December 29, 2025.

Report on Compliance

As part of obtaining reasonable assurance about whether NVTA's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the financial statements. Additionally, we performed tests to determine that allocations made and expenditures paid by NVTA were made in accordance with the allocation instructions and resolutions of the Metropolitan Transportation Commission and in conformance with the California Transportation Development Act. Specifically, we performed each of the specific tasks identified in the California Code of Regulations Sections 6666 and 6667 that are applicable to NVTA. Based on our procedures, no instances of noncompliance with applicable statutes, rules, and regulations of the California Transportation Development Act and the allocation instructions and resolutions of the Metropolitan Transportation Commission were noted. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion.

Also as part of our audit, we performed tests of compliance to determine whether certain state funds were received and expended in accordance with the applicable bond act and state accounting requirements.

Purpose of this Report

The purpose of this report is solely to describe the scope of our internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NVTA's internal control or on compliance. Accordingly, this report is not suitable for any other purpose.

This report is intended solely for the information and use of management, the Board of Directors, the California Department of Transportation, the State Controller's Office, and officials of applicable grantor agencies. However, this report is a matter of public record and its distribution is not limited.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

*Brown Armstrong
Accountancy Corporation*

Bakersfield, California
December 29, 2025

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

To the Honorable Members
of the Board of Directors
Napa Valley Transportation Authority
Napa, California

Report on Compliance with Transportation Development Act Requirements

We have audited Napa Valley Transportation Authority's (NVTA) compliance with Transportation Development Act (TDA) requirements that funds allocated to and received by NVTA were expended in conformance with applicable statutes, rules, and regulations of the TDA and the allocation instructions and resolutions of the Metropolitan Transportation Commission as required by Section 6667 of Title 21, Division 3, Chapter 2, Article 5.5 of the California Code of Regulations during the year ended June 30, 2025.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to the applicable statutes, rules, and regulations of the TDA.

Auditor's Responsibility

Our responsibility is to express an opinion on each of NVTA's compliance requirements referred to in Section 6667, which requires that for a transit claimant, the independent auditor will perform at least the following tasks:

- (a) Determine whether the claimant was an entity eligible to receive the funds allocated to it,
- (b) Determine whether the claimant is maintaining its accounts and records on an enterprise fund basis and is otherwise in compliance with the uniform system of accounts and records adopted by the State Controller, pursuant to Public Utilities Code Section 99234,
- (c) Determine whether the funds received by the claimant pursuant to the TDA were expended in conformance with those sections of the TDA specifying the qualifying purposes, including Public Utilities Code Sections 99262 and 99263 for operators receiving funds under Article 4; Sections 99275, 99275.5, and 99277 for Article 4.5 claimants; Section 99400(c), (d), and (e) for Article 8 claimants for service provided under contract; and Section 99405(d) for transportation services provided by cities and counties with populations of less than 5,000,
- (d) Determine whether the funds received by the claimant pursuant to the TDA were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation instructions and resolutions,
- (e) Determine whether interest earned on funds received by the claimant, pursuant to the TDA, were expended only for those purposes for which the funds were allocated in accordance with Public Utilities Code Sections 99234.1, 99301, 99301.5, and 99301.6,
- (f) Verify the amount of the claimant's operating cost for the fiscal year, the amount of fare revenues required to meet the ratios specified in Sections 6633.2 and 6633.5, and the amount of the sum of fare revenues and local support required to meet the ratios specified in the Section 6633.2,

- (g) Verify the amount of the claimant's actual fare revenues for the fiscal year,
- (h) Verify the amount of the claimant's actual local support for the fiscal year,
- (i) Verify the amount the claimant was eligible to receive under the TDA during the fiscal year in accordance with Sections 6634 and 6649,
- (j) Verify, if applicable, the amount of the operator's expenditure limitation in accordance with Section 6633.1,
- (k) In the case of an operator, determine whether the operator's employee retirement system or private pension plan is in conformance with the provisions of Public Utilities Code Sections 99271, 99272, and 99273,
- (l) In the case of an operator, determine whether the operator has had a certification by the Department of the California Highway Patrol verifying that the operator is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251,
- (m) In the case of an operator, verify, if applicable, its State Transit Assistance eligibility pursuant to Public Utilities Code Section 99314.6 or 99314.7, and
- (n) In the case of a claimant for community transit services, determine whether it is in compliance with Public Utilities Code Sections 99155 and 99155.5.

Opinion on Compliance

In our opinion, NVTA complied, in all material respects, with the compliance requirements referred to above that are applicable to NVTA for the year ended June 30, 2025.

Purpose of this Report

The purpose of this report on compliance is solely to describe the scope of our testing of compliance and the results of that testing. Accordingly, this report is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
December 29, 2025



**NAPA VALLEY
TRANSPORTATION AUTHORITY**

SINGLE AUDIT REPORT

**FOR THE YEAR ENDED
JUNE 30, 2025**

**NAPA VALLEY TRANSPORTATION AUTHORITY
JUNE 30, 2025**

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
Independent Auditor’s Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance	3
Schedule of Expenditures of Federal Awards	6
Notes to Schedule of Expenditures of Federal Awards	7
Schedule of Findings and Questioned Costs	8
Summary Schedule of Prior Audit Findings	10

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Napa Valley Transportation Authority
Napa, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Napa Valley Transportation Authority (NVTA), as of and for the year ended June 30, 2025, and the related notes to the basic financial statements, which collectively comprise NVTA's basic financial statements, and have issued our report thereon dated December 29, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered NVTA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NVTA's internal control. Accordingly, we do not express an opinion on the effectiveness of NVTA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether NVTA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NVTA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NVTA's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

*Brown Armstrong
Accountancy Corporation*

Bakersfield, California
December 29, 2025

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
Napa Valley Transportation Authority
Napa, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Napa Valley Transportation Authority's (NVTA) compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of NVTA's major federal programs for the year ended June 30, 2025. NVTA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, NVTA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of NVTA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of NVTA's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to NVTA's major federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on NVTA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about NVTA's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding NVTA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of NVTA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of NVTA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of NVTA, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise NVTA's basic financial statements. We issued our report thereon dated December 29, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
December 29, 2025

**NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2025**

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Grantor's Number	Passed Through to Subrecipients	Disbursements/ Expenditures
<u>U.S. Department of Transportation</u>				
Direct Programs:				
Federal Transit Formula Grant	20.507	CA-2025-099	\$ -	\$ 1,304,833
Federal Transit Formula Grant	20.507	CA-2024-168	-	275,084
Federal Transit Formula Grant	20.507	CA-2023-224	-	223,599
Federal Transit Formula Grant	20.507	CA-2024-064	-	200,000
Federal Transit Formula Grant	20.507	CA-2025-171	-	2,829,545
Subtotal Federal Transit Formula Grants			-	4,833,061
Buses and Bus Facilities Formula, Competitive, and Low or no Emissions Programs	20.526	CA-2023-022	-	7,938,656
Buses and Bus Facilities Formula, Competitive, and Low or no Emissions Programs	20.526	CA-2023-073	-	6,049,796
Subtotal Buses and Bus Facilities Formula, Competitive, and Low or no Emissions Programs			-	13,988,452
Subtotal Federal Transit Cluster			-	18,821,513
Passed through Metropolitan Transportation Commission (MTC):				
Highway Planning and Construction	20.205	--	-	969,229
Subtotal Highway Planning and Construction			-	969,229
Subtotal Metropolitan Transportation Commission			-	969,229
Passed through State Department of Transportation (Caltrans):				
Federal Grants to Rural Areas	20.509	64BA24-02480	-	384,769
Federal Grants to Rural Areas	20.509	64CA24-02529	-	387,310
Subtotal Federal Transit for Rural Areas			-	772,079
Highway Planning and Construction	20.205	ATPL-6510(003)	-	45,224
Highway Planning and Construction	20.205	STPL-6510(010)	-	582,417
Subtotal Highway Planning and Construction			-	627,641
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	64AC21-01990	-	360,000
Total U.S. Department of Transportation			-	21,550,462
Total Expenditures of Federal Awards			\$ -	\$ 21,550,462
Federal Loan Balances Carried Forward from Prior Year				
Transportation Infrastructure Finance and Innovation Act (TIFIA) Program	20.223			\$ 18,149,669
Total Federal Loan Balances				\$ 18,149,669
Total Expenditures of Federal Awards, Including Federal Loan Balances				\$ 39,700,131

See Accompanying Notes to the Schedule of Expenditures of Federal Awards.

**NAPA VALLEY TRANSPORTATION AUTHORITY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2025**

NOTE 1 – BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of U.S. Office of Management and Budget (OMB) *Compliance Supplement*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

NOTE 2 – INDIRECT COST RATE

Napa Valley Transportation Authority (NVTA) has elected not use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 3 – LOANS OUTSTANDING

The following program had federally-funded loans outstanding at June 30, 2025:

Assistance Listing Number	Program Title	Amount Outstanding				
		July 1, 2024	New Loans	Loan Payments	Forgiven	June 30, 2025
20.223	TIFIA	\$ 18,149,669	\$ -	\$ -	\$ -	\$ 18,149,669

**NAPA VALLEY TRANSPORTATION AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2025**

SECTION I

Summary of Auditor's Results

Financial Statements

- | | |
|--|------------|
| 1. Type of auditor's report issued: | Unmodified |
| 2. Internal control over financial reporting: | |
| a. Material weaknesses identified? | No |
| b. Significant deficiencies identified not considered to be material weaknesses? | No |
| 3. Noncompliance material to financial statements noted? | No |

Federal Awards

- | | |
|--|------------|
| 1. Internal controls over major programs: | |
| a. Material weaknesses identified? | No |
| b. Significant deficiencies identified not considered to be material weaknesses? | No |
| 2. Type of auditor's report issued on compliance for major programs: | Unmodified |
| 3. Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, under 2 CFR §200.516(a)? | No |

4. Identification of major programs:

<u>Assistance Listing Number</u>	<u>Name of Federal Program</u>
	<u>Federal Transit Cluster</u>
20.507	Federal Transit Formula Grant
20.526	Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Program
20.205	Highway Planning and Construction
20.509	Formula Grants for Rural Areas

- | | |
|---|-----------|
| 5. Dollar threshold used to distinguish between type A and Type B programs: | \$750,000 |
| 6. Auditee qualified as a low-risk auditee under the Uniform Guidance? | Yes |

SECTION II

Financial Statement Findings

No matters were reported.

SECTION III

Federal Award Findings and Questioned Costs

No matters were reported.

**NAPA VALLEY TRANSPORTATION AUTHORITY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2025**

No matters were reported.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Adrell Coleman, Associate Planner
(707) 259-8235 / Email: acoleman@nvta.ca.gov
SUBJECT: Resolution No. 26-01 Adopting the Transportation Fund for Clean Air (TFCA) Program Manager Expenditure Plan for Fiscal Year End (FYE) 2027

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 26-01 (Attachment 1) adopting the Transportation Fund for Clean Air (TFCA) 40% Fund Draft Expenditure Plan for Fiscal Year Ending (FYE) 2027 (Attachment 1, Exhibit A) which includes the Napa County Bikeways program FYE 2027 allocation.

COMMITTEE RECOMMENDATION

On February 5, 2026, the Technical Advisory Committee reviewed the Transportation Fund for Clean Air (TFCA) 40% Fund Draft Expenditure Plan for Fiscal Year Ending (FYE) 2027 and recommended that NVTA Board of Directors approve adopting the FYE 27 Expenditure Plan.

EXECUTIVE SUMMARY

NVTA annually allocates TFCA funds, which are generated from a four-dollar vehicle license fee authorized under Assembly Bill 434 (AB 434) administered by the Bay Area Air District (BAAD). Of the total revenues generated in Napa County, 40% are returned to NVTA for distribution to local projects. Projects must be beneficial to air quality and meet the BAAD cost effectiveness criteria. The remaining 60% is allocated by the BAAD on a competitive basis. The Program Expenditure Plan for FYE 2027 Program Manager Funds is due to the Air District by March 2, 2026. Funds not programmed annually run the risk of being programmed by the Air District to other counties.

FISCAL IMPACT

\$281,977 in TFCA Program Manager funds are available for program administration and projects and \$1,000,000 is available for the Bikeways Program and administration.

CEQA REQUIREMENTS

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

BACKGROUND

NVTA programs TFCAs over a three-year rolling period to improve project planning efficiency, particularly for larger projects. Funds programmed in the first year of the cycle have a firm commitment under the annually adopted expenditure plan. Funds for the subsequent years are updated and confirmed each February prior to the start of the applicable fiscal year, based on the fund estimate provided at that time. Funds for year three (FYE 2027) are now confirmed, with additional funding available for programming. This is the final year of this program cycle, and a Call for Projects for the next cycle of funding (FYE 2028-2030) will be held next year. Table 1 below provides an overview of all projects planned for fiscal years 2025–2027.

Table 1: Proposed FYE 2025-2027 TFCAs 40% Program Project List

FYE 2025-2027 TFCAs Revenues and Expenditures	Program Amount Year 1 (FYE 2025)	Program Amount Year 2 (FYE 2026)	Program Amount Year 3 (FYE 2027)
Administration Costs for FYE 2025-27	\$10,166	\$11,267	\$12,837
40% Funds Available for Programming	\$196,000	\$209,299	\$269,140
Total Revenue	\$206,166	\$ 220,566	\$ 281,977

Specifically, any unprogrammed funds could be reallocated to another county if not programmed. As noted during the last call for projects, staff has encouraged jurisdictions to maintain a running list of cost-effective projects that can be quickly programmed should additional funds become available. This ensures readiness and avoids the risk of losing funds.

As shown in Table 2 below, the Bay Area Air District has provided a one-time allocation for bikeway and bike parking projects for FYE 2027. Each county received a base allocation of \$1,000,000, with additional funding above the base amount distributed based on each county’s proportionate share of fee-paid vehicle registrations. Bikeway and bike parking funds are subject to the same policies, 40% program guidelines, cost-effectiveness limits, and expenditure timelines as other TFCAs-funded projects. Action on this item is limited to approval of the FYE 2027 Expenditure Plan. NVTA staff will conduct a Call for Projects for bikeway and bike parking funding at a future date.

Table 2: Proposed FYE 2027 TFCA 40% Bikeways Program

FYE 2027 TFCA Revenues and Expenditures	Program Amount (FYE 2027)
FYE 2027 Bikeways Administration Cost	\$62,500
Bikeway Funds Available for Programming	\$937,500
Total Revenue	\$1,000,000

TFCA Basic Eligibility

1. Reduction of emissions
2. TFCA cost-effectiveness
3. Eligible recipients (Public agencies or public agencies applying on behalf of non-public entities)
4. Consistent with existing plans and programs
5. Environmental clearance

TFCA Project Eligibility

1. Bicycle Facility Improvements
2. Arterial Management
3. Transit or Vanpool Incentive Programs
4. Shuttle/Vanpool Feeder Program
5. Clean Air Pilot or demonstration projects

ALTERNATIVES

The Board could choose not to approve the FYE 2027 Expenditure Plan, and program funds could be reallocated to projects in another county.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability.

The TFCA Program Manager Funds provide an opportunity to fund sustainable transportation projects, such as bicycle and pedestrian projects, clean vehicles and vehicle charging infrastructure or shuttle projects to serve a wide variety of local transportation needs.

Goal 5: Minimize the energy and other resources required to move people and goods

The TFCA funded projects improve air quality and reduce traffic congestion by providing sustainable transportation options throughout the region.

ATTACHMENT

- 1) Resolution No. 26-01

RESOLUTION No. 26-01

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
ADOPTING THE TRANSPORTATION FUND FOR CLEAN AIR (TFCA)
PROGRAM MANAGER EXPENDITURE PROGRAM FOR
FISCAL YEAR END (FYE) 2027**

WHEREAS, the Bay Area Air District (BAAD) has imposed a vehicle license fee as allowed under Assembly Bill 434 to implement actions that will help reduce harmful auto emissions; and

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

WHEREAS, Assembly Bill 434 calls for 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 Valley Transportation Authority (NVTA) has been designated the overall program manager for Napa County; and

WHEREAS, has been also awarded a one-time allocation for TFCA Bikeways Program as part of the FYE 27 Expenditure Plan; and

WHEREAS, the TFCA Program requires at least one public meeting each year for the purpose of adopting criteria for the expenditure of funds consistent with BAAQMD's Adopted TFCA County Program Manager Fund Policies; and

WHEREAS, the NVTA held a public meeting on February 18, 2026, to adopt the criteria for the expenditure of TFCA funds.

NOW THEREFORE BE IT RESOLVED by the Board of Directors that

1. The foregoing recitals are true and correct.
2. Staff is directed to finalize and submit the FYE 2027 Expenditure Plan for Napa County, as shown in Exhibit A.

3. The Executive Director or her designee is authorized to submit to or request all necessary information from other agencies on behalf of the NVTA, and to execute any other documents or certifications to gain and expend these funds.

Passed and adopted this day of February 18, 2026.

Mark Joseph, NVTA Chair

Ayes

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA General Counsel


Summary Information

Agency Name: Napa Valley Transportation Authority (NVTA)
 Address: 625 Burnett Street, Napa, CA 94559

	Total Amount of			Provided by	Notes
	Passthrough Funds	Program Fund	Admin Funds		
Estimate for this coming fiscal year (2026-2027):	\$205,390	\$192,553	\$12,837	Air District	
County Adjustment:	\$0	\$76,587	\$0		
<i>Reprogrammed</i>		\$52,862		NVTA	Reprogrammed Funds from 23NAP03 (Project cancelled) and 25NAP01 (Project closed under budget)
<i>Carryover</i>		\$4,902		NVTA	
<i>Interest</i>		\$14,770		NVTA	Total Interest earned in CY 2025
<i>Other County Adjustments</i>		\$4,053		NVTA	Unexpended FYE 25 administrative funds for projects
Subtotal:	\$205,390	\$269,140	\$12,837		
Additional Bikeway & Bike Parking Funding	\$1,000,000	\$937,500	\$62,500	Air District	
General	\$1,000,000	\$937,500	\$62,500	Air District	
AB617	\$0	\$0	\$0	Air District	
Total Available for Programming	\$1,205,390	\$1,206,640	\$75,337		

Percentage of Estimated Revenue allocated to Administrative Costs (maximum of 6.25%): 6.25%

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


 Executive Director Signature

1-27-26
 Date



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Addrell Coleman, Associate Planner
(707) 259-8235 / Email: acoleman@nvta.ca.gov
SUBJECT: Countywide Transportation Plan – Projects and Programs List

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board of Directors adopt the Countywide Transportation Plan (CTP) List of Projects and Programs.

COMMITTEE RECOMMENDATION

On February 5, 2026, the Technical Advisory Committee reviewed the submitted project list and recommended that NVTA Board of Directors approve advancing the Countywide Transportation Plan (CTP) List of Projects and Programs.

EXECUTIVE SUMMARY

NVTA is updating its 25-year Countywide Transportation Plan (CTP) to support MTC's next Regional Transportation Plan and Sustainable Communities Strategy, Plan Bay Area 2060, which will begin development in 2026. In advance of the regional effort, NVTA conducted a Call for Projects to advance eligible projects for inclusion in the countywide transportation plan for future funding cycles.

FISCAL IMPACT

None

CEQA REQUIREMENTS

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

BACKGROUND

The Metropolitan Transportation Commission (MTC) interagency agreement with NVTA requires NVTA to develop a 25-year long-range Countywide Transportation Plan (CTP) to support regional planning and programming efforts and to prioritize local projects. This plan informs MTC’s Regional Transportation Plan (RTP) and the Sustainable Communities Strategy (RTP/SCS) which are updated every four years.

NVTA last updated its CTP in 2021 which was used to inform Plan Bay Area 2050, the MTC’s long-range plan adopted in that same year. This Countywide Transportation Plan update is being conducted in preparation for the next RTP cycle, Plan Bay Area 2060 which will begin its process later this year. As part of the regional effort, MTC solicits projects from county transportation agencies for inclusion in the RTP.

For the current CTP process, The NVTA board opened the call for projects at the September 2025 Meeting. Jurisdictions submitted updated project lists to NVTA staff by October 31, 2025. NVTA staff conducted a thorough review of the project submittals, and scheduled follow-up meetings with each jurisdiction to review and confirm project details.

The CTP is a long-range plan, many of the projects included in this iteration were carried over from the prior CTP project list, with some new project and programmatic additions. Seven projects from the last plan were completed and are shown in Table 1 below, totaling over \$139 million in local transportation investments. Table 2 highlights seven re-submitted projects that have secured some funding, are advancing, and have made moderate to significant progress. These projects will continue to be prioritized in this current plan cycle.

Table 1: 2021 CTP - Completed Projects

Jurisdiction	Project	Total Project Cost (\$ in millions)	Funding Sources
City of Napa	Salvador Avenue – Complete Streets	\$1,700	Measure T
City of Napa	California Blvd Roundabouts – First / Second Streets	\$19,000	CMAQ/OBAG, RIP, SHOPP, General Funds
City of Napa	Browns Valley Road – Complete Streets	\$6,600	Measure T, ARPA
NVTA	Vine Trail: St. Helena – Calistoga Segment	\$20,000	OBAG, ATP, Vine Trail Coalition, TDA, STIP, TFCA, Bay Area Ridge Trail, General Funds

Jurisdiction	Project	Total Project Cost (\$ in millions)	Funding Sources
NVTA	Vine Transit – Bus Maintenance Facility	\$40,000	TDA, SB1 LPP, RM3, FTA, TIFIA
NVTA	Napa Valley College – Bus Stop	\$1,000	RM3
NVTA	Soscol Junction	\$52,000	Caltrans, STIP, SB1 LPP, SB1 SCCP, General Funds

Table 2: CTP Projects Advancing

Jurisdiction/ Agency	Project	Phase	Total Project Cost (\$, millions)
American Canyon	Green Island Road Widening & Reconstruction	Construction	\$15,000
American Canyon	Rio Del Mar Extension	Design	\$5,000
American Canyon	SR 29 / South Kelly Road Intersection Improvements	Design	\$5,000
City of Napa	Five-Way Intersection Improvements	PA&ED	\$35,000
NVTA	SR 29 – American Canyon Multimodal and Operational Improvements	Environmental	\$55,000
NVTA	SR 29 / SR 12 Airport	Planning	\$100,000
NVTA	Napa Valley Forward SR 29 - Oakville Intersection Improvements	Design	\$10,000
St. Helena	Main Street Pedestrian Improvements	Construction	\$1,600

For this CTP update, projects are organized into two categories: Projects and Programmatic. Projects are traditional, one-time, standalone projects, while the programmatic category bundles projects under a single program to implement smaller-scale projects at multiple locations and improve competitiveness for funding opportunities that might otherwise be limited or non-existent as smaller individual projects.

In the Master CTP Project List, the list includes all resubmitted projects from the previous CTP, along with new projects highlighted in green and advancing projects highlighted in yellow, indicating projects that have received funding for an early phase and are moving forward. The full project list, as submitted, is presented in chronological order by estimated construction start year, highlighting projects that are more likely to require funding in the near term.

While the total amount of funding available through the upcoming OBAG 4 cycle or other discretionary sources is not yet known, NVTA is proactively positioning the county for the next OBAG Call for Projects by advancing projects through the CTP update process to ensure readiness for future OBAG funding consideration. Moving forward, NVTA staff will develop and apply evaluation and scoring criteria to assess each project and establish a countywide constrained project list related to updated plan goals, objectives and performance measures, which will be brought back to the Technical Advisory Committee and NVTA Board for review and final approval as part of the CTP adoption process.

ATTACHMENT

- 1) Master CTP Projects and Programmatic List

CTP 2050 Project List

Jurisdiction	2026 CTP ID	Project Title	Project Description	Project Extents	Project Capital Cost (\$, thousands)	Project Phase as of Summer 2025	Project Construction Start Year
American Canyon	1	Rio Del Mar Extension	New major collector with at grade crossing	from SR 29 to current terminus at Watson Ranch	\$5,000	Design	2026
American Canyon	11	Highway 29/South Kelly Road Intersection	Improve intersection safety and operations at South Kelly Road	South Kelly Road at SR29	\$5,000	Design	2027
American Canyon	2	Eucalyptus Drive/Theresa Avenue intersection, Complete Streets	Extend Eucalyptus 450 feet to the east, connecting at SR 29; install roundabout	from Theresa to SR29	\$5,000	TBD	TBD
American Canyon	3	Main Street	New minor collector	from Eucalyptus to South Napa Junction	\$2,000	TBD	TBD
American Canyon	7	West Side Connector	New industrial collector from southern terminus of Commerce Drive to Hess Road	from the northern edge of Commerce Court to the western terminus of Hess Road	\$20,000	TBD	TBD
American Canyon	8	Newell Drive Extension	New two-lane collector with one motor vehicle lane in each direction, bicycle lanes and sidewalks; railroad overcrossing structure	from Mallen Way to South Kelly Road	\$50,000	Planning	TBD
American Canyon	9	Paoli Loop Road Widening	Widen road	from Green Island to SR29 to industrial collector standards	\$9,000	TBD	TBD
American Canyon	NEW	South Kelly Road Extension	New two-lane collector with one motor vehicle lane in each direction, bicycle lanes and sidewalks; railroad overcrossing structure	from South Kelly Road to a new connection with Newell Drive	\$20,000	Planning	TBD
Calistoga	18	Washington Street Reconstruction	Complete Streets and utility enhancements along Washington Street	Third St. to N. Oak St.	\$3,000	PS&E Complete, Awaiting Funding	2026
Calistoga	26	Grant Street Repaving and Multi-Use Pathway	This project involves replacing existing road surface with new structural section and new pavement and building a separated multi-use pathway (class 1) adjacent to the roadway and implement targeted safety improvements such as upgraded striping, bike and pedestrian safety improvements and enhance roadway durability.	Centennial Cir. to City Limits	\$1,900	PS&E Complete, Awaiting Funding	2027
Calistoga	25	South Oak Pedestrian Bridge	Construct foot bridge over the Napa River at Logvy Park	South Oak St. to Logvy Park	\$1,500	Design	2027
Calistoga	27	Garnett Creek Bridge Replacement	Vehicle Bridge Replacement with Structural and Safety Enhancements: This project will replace a structurally deficient vehicle bridge. The new bridge will incorporate dedicated bike lanes and ADA-compliant sidewalks, significantly improving safety and accessibility for cyclists and pedestrians while ensuring long term structural integrity and reliable vehicular access.	Grant St. where Garnett Creek crosses	\$7,500	Planning	2030
Calistoga	NEW	Foothill/Petrified Forest Intx Safety Improvements	Additional Turn Lanes, Bike, Sidewalks, curb, gutter, crosswalk and ramp improvements.	Foothill/Petrified Forest Intx	\$2,600	Planning	2032
Calistoga	14	Intersection Improvements at SR 29/128 & Lincoln Avenue	Signalization of intersection at SR 29/128 & Lincoln Avenue	SR 29/128 & Lincoln Avenue Intersection	\$800	Planning	2035
Calistoga	19	Intersection Improvements at SR 128 & Berry Street	Widen SR 128 and install left turn lane onto Berry Street	SR 128 & Berry Street Intersection	\$2,500	Planning	2040
City of Napa	49	Five-Way Intersection Modification	Construct intersection improvements at Silverado Trail/ Third Street/Coombsville Road/East Avenue	Silverado Trail/ Third Street/Coombsville Road/East Avenue intersection	\$35,000	PAED	2028
City of Napa	31	Trower Avenue Extension	Extend Trower Avenue east to connect with Big Ranch Road	Westerly terminus of Trower Avenue to Big Ranch Road	\$20,000	Planning	TBD
City of Napa	33	Terrace Drive Bridge and Extension	Complete missing segment over Cayetano Creek	Southern terminus of Terrace Drive to the northerly terminus of South Terrace Drive	\$7,000	Planning	TBD
City of Napa	38	Jefferson Street/Laurel Street Signal	New signal at Jefferson Street/Laurel Street intersection	Jefferson Street/Laurel Street intersection	\$1,000	Planning	TBD
City of Napa	39	Jefferson Street/Old Sonoma Road Signal	New signal at Jefferson Street/Old Sonoma Road intersection	Jefferson Street/Old Sonoma Road intersection	\$1,000	Planning	TBD
City of Napa	40	Jefferson Street/Imola Avenue Intersection Modifications	Jefferson Street/Imola Avenue intersection modifications including additional right-turn lanes	Jefferson Street/Imola Avenue intersection	\$6,000	Planning	TBD
City of Napa	41	Solano Avenue/Redwood Road Intersection Modifications	Solano Avenue/Redwood Road intersection modifications including widening and restriping	Solano Avenue/Redwood Road intersection	\$1,500	Planning	TBD

CTP 2050 Project List

Jurisdiction	2026 CTP ID	Project Title	Project Description	Project Extents	Project Capital Cost (\$, thousands)	Project Phase as of Summer 2025	Project Construction Start Year
City of Napa	43	Lincoln Avenue/Jefferson Street Intersection Modifications	Lincoln Avenue/Jefferson Street intersection modifications including additional right-turn lanes	Lincoln Avenue/Jefferson Street intersection	\$1,500	Planning	TBD
City of Napa	44	Lincoln Avenue/Soscol Avenue Intersection Modifications	Lincoln Avenue/Soscol Avenue intersection modifications including additional right-turn lanes	Lincoln Avenue/Soscol Avenue intersection	\$1,500	Planning	TBD
City of Napa	45	First Street Roundabouts (West Side)	Construct two roundabouts: One at the intersection of First Street/Freeway Drive and one at the intersection of First Street/State Route 29 Southbound ramp	First Street/Freeway Drive intersection and First Street/State Route 29 Southbound ramp intersection	\$30,000	Planning	TBD
City of Napa	46	Jefferson Street/Sierra Avenue Signal	New signal at Jefferson Street/ Sierra Avenue intersection	Jefferson Street/Sierra Avenue intersection	\$1,000	Planning	TBD
City of Napa	48	Salvador Creek Bicycle Trail	Construct a Class I multiuse path along Salvador Creek	Along the southside of Salvador Creek from Byway East to Jefferson Street	\$6,000	Planning	TBD
City of Napa	50	Oxbow Preserve Bicycle/Pedestrian Bridge	Construct a bicycle/pedestrian bridge from the Oxbow Preserve over the Napa River to the River Trail	Oxbow Preserve over the Napa River to the River Trail	\$3,000	Planning	TBD
City of Napa	51	Oxbow District Bicycle/Pedestrian Bridge	Construct a bicycle/pedestrian bridge from the River Trail over the Napa River to Third Street	The River Trail over the Napa River to Third Street	\$3,000	Planning	TBD
City of Napa	53	Sierra Avenue Sidewalks	Construct sidewalks along Sierra Avenue from Jefferson Street to Harkness St	Sierra Avenue from Jefferson Street to Harkness St	\$3,000	Planning	TBD
City of Napa	54	Terrace Drive Sidewalks	Construct sidewalks along Terrace Drive where gaps are present	Terrace Drive from Coombsville Road to Shurtleff Ave	\$3,000	Planning	TBD
City of Napa	57	Vine Trail (Redwood Road Crossing)	Construct a grade-separated crossing across Redwood Road connecting the adjacent sections of the Vine Trail	Vine Trail at Redwood Road	\$25,000	Planning	TBD
City of Napa	82	Imola Avenue Complete Streets	Complete streets infrastructure improvements along the Imola Avenue Corridor	Imola Avenue from Foster Road (city of Napa) to 4th Avenue (County of Napa)	\$17,000	Planning	TBD
City of Napa	NEW	Soscol Avenue/Imola Avenue Intersection Modifications	Intersection modification including addition of a second left-turn lane to eastbound Imola Avenue and a separated right-turn lane to westbound Imola Avenue	Soscol Avenue/Imola Avenue intersection	\$5,000	Planning	TBD
City of Napa	NEW	Soscol Avenue/Silverado Trail Intersection Modifications	Intersection modification including to provide one right-turn lane and two left-turn lanes to southbound Silverado Trail	Soscol Avenue/Silverado Trail intersection	\$5,000	Planning	TBD
City of Napa	NEW	Silverado Trail Turn Lane Improvements	Widen Silverado Trail to provide turn lane improvements from Soscol Avenue to Third Street	Silverado Trail from Soscol Avenue to Third Street	\$25,000	Planning	TBD
City of Napa	NEW	Vine Trail (Kennedy Park to Riversound)	Construct a Class I multiuse path connecting the Vine Trail at Kennedy Park to the Vine Trail at Riversound	Vine Trail at Kennedy Park to the Vine Trail at Riversound	\$2,000	Planning	TBD
Napa County	NEW	Napa Valley Vine Trail - Vista Carneros	Design and construct an 3-mile-long, Class 1 multiuse path between the existing Vine Trail Segments to provide a safe route to schools, businesses, and services.	JFK Park in Napa to Airport Blvd. in unincorporated Napa County	\$10,000	Planning	2028
Napa County	NEW	Napa Valley Vine Trail - Yountville through St. Helena	Design and construct an 11-mile-long, Class 1 multiuse path between the existing Vine Trail Segments to provide a safe route to schools, businesses, and services.	California Drive in Yountville to Pratt Avenue in St. Helena	\$50,000	PAED	2028
Napa County	58	Silverado Trail Intersections	Improve intersection safety and operations at Oak Knoll Avenue, Yountville Crossroad, Oakville Crossroad, Deer Park Road, and Dunaweal Lane	All intersections	\$20,000	Planning	2030
Napa County	59	Silverado Trail Corridor Analysis	Silverado Trail Corridor Analysis, including but not limited to, safety and congestion improvements	Trancas Street to Highway 29 at Calistoga	\$500k	Planning	TBD

CTP 2050 Project List

Jurisdiction	2026 CTP ID	Project Title	Project Description	Project Extents	Project Capital Cost (\$, thousands)	Project Phase as of Summer 2025	Project Construction Start Year
Napa County	NEW	Soscol Ferry Road/Devlin Road Roundabout	Construction of roundabout at Soscol Ferry Road/Devlin Road tying in to Soscol Junction Roundabouts	Intersection of Soscol Ferry Road/Devlin Road	\$6,000	Design Complete	TBD
NVTA	60	Napa Valley Forward SR 29 - Oakville Intersection Improvements	Napa Valley Forward Project - Improve intersection safety and operations at Oakville Cross Road through the implementation of a compact roundabout and multimodal improvements.	N/A	\$10,000	Design	2027
NVTA	79	SR 29 - American Canyon Operational and Multimodal Improvements	Corridor improvements on SR 29 from Napa Junction to American Canyon Road focusing on safety, transit, and vehicle operations. Improvements include signal technology upgrades, Complete Streets elements, intersection reconfiguration, and a Mobility Hub.	N/A	\$50,000	Environmental	2028
NVTA	62	SR 29 / SR 12 / Airport Blvd Intersection Improvements	Construct safety and operational improvements to the intersection of SR29/12/Airport Blvd and SR 12/Kelly Rd. Improvements may include roundabouts, modified signalization, grade separation, or other alternatives.	N/A	\$100,000	Planning	2030
NVTA	77	Emergency and Traffic Operations Center & Vine Transit Battery Storage Facility	Construct an Emergency & Traffic Operations Center in Napa County to monitor real-time traffic conditions, coordinate emergency response, provide evacuation information to travelers, and store/charge Vine Transit vehicle batteries.	N/A	\$20,000	TBD	TBD
NVTA	78	South County Multimodal Transit and Rail Hub	Study feasibility of a rail station and multimodal transit hub in American Canyon to accommodate an east-west rail expansion, fixed-route bus service, and micromobility/active transportation options.	N/A	\$25,000	TBD	TBD
NVTA	82	East Imola Complete Streets	Implement complete streets elements along the Imola corridor from Soscol Ave to 4th Ave. Improvements may include, but are not limited to, protected bicycle infrastructure, sidewalks and paths, enhanced pedestrian crossings, bus pull-outs, other transit stop improvements, safety improvements.	N/A	\$15,000	Planning	TBD
NVTA	84	SR 29 - Madison Street & Rutherford Road Intersection Improvements	Perform safety and operational improvements to the intersections of Madison St and SR 29 and Rutherford Rd and SR 29.	N/A	\$20,000	TBD	TBD
NVTA	86	Carneros Intersection Improvements	Identify and construct improvements to the intersection of SR 121/12 and SR 29 (Carneros Junction). Improvements may include but are not limited to: A roundabout, continuous green-T, displaced left-turn, additional turn lanes, or grade separation.	N/A	\$10,000	Planning	TBD
NVTA	NEW	Vine Maintenance Facility - Charging Infrastructure Phase II (Construction and O&M)	Construct additional charging and power storage infrastructure at the Vine Transit Maintenance Facility to increase reliability of transit facilities and electric busses.	N/A	\$10,000	Planning	TBD
NVTA	NEW	SR 12 - Old Sonoma Road Intersection Improvements	Identify and implement safety and operational improvements at the intersection of SR 121/12 and Old Sonoma Rd.	N/A	\$10,000	Planning	TBD
NVTA	NEW	SR 12 - Cuttings Wharf Intersection Improvements	Identify and implement safety and operational improvements at the intersection of SR 121/12 and Cuttings Wharf Rd.	N/A	\$10,000	Planning	TBD
NVTA	NEW	Soscol Gateway Transit Center - Multimodal Access and Transit Enhancement	Bus circulation and multimodal/transit access improvements at and around the Soscol Gateway Transit Center.	N/A	\$3,000	Planning	TBD
St. Helena	97	Mills Lane Safety Improvements	Improve Mills Lane to two lanes with bicycle and pedestrian access; 1000' long	From SR 29 east to La Fata St	\$500	Design	2026
St. Helena	88	Main Street Corridor Improvements Phase I	Upgrade sidewalk, pedestrian lighting, pedestrian furniture, landscaping/trees, and bicycle infrastructure	Pine St to Adams St.	\$1,200	Design	2026
St. Helena	89	Main Street Corridor Improvements Phase II	Install traffic calming devices (e.g. bulb outs), pedestrian lighting, pedestrian furniture, landscaping, bicycle infrastructure, and traffic signal synchronization	Adams St. to Mitchell Dr.	\$10,000	Planning	2027
St. Helena	98	Napa River Class I Bikeway	Development of new Class I Shared-Use Path, including acquisition of ROW; 3.0 miles long	Southern City Limits near WWTP to northern City Limit near Deer Park Rd	\$27,000	Planning	2030
St. Helena	NEW	Pope Street Bridge Realignment	Construct multi-modal bridge/realigned street over Napa River to replace old, narrow historic bridge and connect at intersection of Old Howell Mtn Road/Silverado Trail; 600' long	Pope St/Silverado Trail & 400' west	\$5,000	Planning	2030

CTP 2050 Project List

Jurisdiction	2026 CTP ID	Project Title	Project Description	Project Extents	Project Capital Cost (\$, thousands)	Project Phase as of Summer 2025	Project Construction Start Year
St. Helena	95	Adams Street Extension	Extend Adams Street from the future intersection of Adams/Starr eastward to Silverado Trail, including ROW acquisition; 0.5 miles	From future intersection of Adams/Starr (by Hunter Subdivision) to Silverado Trail	\$25,000	Planning	2030
St. Helena	NEW	Pratt Avenue Bridge Realignment	Construct multi-modal bridge/realigned street over Napa River to replace old, narrow historic bridge at new intersection with Silverado Trail; 300' long	Pratt Ave/ Silverado Trail & 300' west	\$5,000	Planning	2031
St. Helena	102	Highway 29/Main Street and Deer Park Road Intersection Improvements	Construct intersection improvements to safety and circulation on Highway 29	Intersection of SR 29 / Deer Park Rd	\$4,000	Planning	2032
St. Helena	91	Sulphur Creek Class I Bikeway	Development of new Class I Shared-Use Path, including acquisition of ROW; 2.2 miles long	Sulphur Springs Ave. to Napa River	\$20,000	Planning	2032
St. Helena	93	Oak Avenue Extension - Phase I	Construct multi-modal extension of Oak Ave over Sulphur Creek and terminate at Charter Oak, including ROW acquisition; 900' long	Mitchell Rd to Charter Oak Ave	\$15,000	Planning	2032
St. Helena	NEW	Mills Lane Extension to Silverado Trail	Construct multimodal street extension, including bridge over Napa River; includes ROW acquisition; 1300' long	Mills Lane terminus extending to new intersection with Silverado Trail	\$20,000	Planning	2033
St. Helena	NEW	Oak Avenue Extension - Phase II	Construct multi-modal extension of Oak Ave, including ROW acquisition; 1300' long	Charter Oak Ave to Grayson Ave	\$10,000	Planning	2040
Yountville	105	Yountville Crossroads Bicycle Path & Sidewalk	Improves pedestrian and bicycle access along Yountville Cross Rd. by adding high-visibility crosswalks, ADA curb ramps, sidealks, and a updating the bike lane segment. Also includes traffic-calming features to reduce vehicle speeds through downtown.	Yountville Cross Rd.- Yount Street to the Town Limits	\$800	Design	2026
Yountville	104	Washington Park – Parks and Path ADA Improvements	Improves pedestrian safety and access by providing sidewalk where there is a portion missing. This segment would connect existing sidewalk to a pedestrian pathway.	Forrester Lane - Vista Drive to East End	\$300	Planning	2027
Yountville	NEW	Hopp Creek South Trail Connection	Improves pedestrian and bicycle access by extending the Hopper Creek Trail at the south end of town to Washington Street where it would connect to bike lanes.	Hopper Creek Trail South End to Washington Street	\$600	Planning	2030

CTP 2050 Programmatic List

Jurisdiction	2026 CTP ID	Program Title	Program Description	Program Cost (\$, thousands)
American Canyon	NEW	Citywide Vision Zero Safety Improvements	Vision Zero aims to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, and equitable mobility for all.	TBD
Calistoga	NEW	Road Overlays	This project involves resurfacing existing roadways with new asphalt overlays and implementing targeted safety improvements such as upgraded striping, bike striping, and pedestrian crossings to enhance roadway durability and public safety.	\$6,000
NVTA	68	State of Good Repair	Replacement of 45 Heavy-Duty Transit Vehicles	\$50,000
NVTA	69, 70	All Routes: Extended Transit Service	Expand service hours to operate from 4:00am-Midnight	\$10,956
NVTA	71	Regional Routes (10 & 11): Enhanced Frequency	Increase service frequency from 30 minutes at peak and 60 minutes midday/weekends to 30 minutes all day, every day	\$42,036
NVTA	72	Transit Vehicle Fleet Expansion	Acquisition of new paratransit vehicles, community shuttle buses, and Vine buses for service expansion	\$22,000
NVTA	73	Expand Transit Service	Operation costs for the expansion of the transit system including the addition of Sunday service where it is not currently provided	\$35,173
NVTA	74	New Transit Shelters and Stop Amenities (Expansion)	Improved bus stops throughout Napa County	\$6,000
NVTA	83	Transit Signal Priority	Install Transit Signal Priority along major corridors of the transit network	\$1,770
NVTA	NEW	Countywide Safe Routes to School (SRTS) Program	Enact comprehensive SRTS education and encouragement in all public schools countywide for K-8	\$8,330
NVTA	NEW	Active Transportation (AT) Counts Program	Fixed and temporary multimodal counters on key active transportation corridors, SRTS sites, and supporting pre/post project data collection by jurisdictions.	\$1,187
NVTA	NEW	Travel Demand Management (TDM) Program	Development of a countywide TDM program to oversee projects with conditioned TDM requirements and provide education/encouragement to Napa county workers.	\$19,988
NVTA	NEW	Pedestrian Safety Program of Projects	Program of Projects focused on pedestrian safety improvements including traffic calming, crossing/intersection enhancements, pedestrian scale lighting, and other projects along HIN or identified SRTS/AT corridors.	\$15,000
NVTA	NEW	Community Based Transportation Plan (CBTP) Projects	Bundle together small-scale CBTP recommendations into one large program/funding source that jurisdictions can withdraw from	\$1,325
St. Helena	NEW	Citywide Intersection/At Grade Improvements - Phase 1	Provides intersection safety enhancements including ADA Ramps, bulb outs, signing/striping, etc.	\$500k
St. Helena	NEW	Citywide Sidewalk Improvements/Gap Closures - Phase 1	Provides for rehabilitation of hazardous and aging sidewalks and funding for construction of sidewalks where absent.	\$300k
St. Helena	NEW	Citywide Class III Bicycle Network Connectivity	Provides signing/striping for Class III Bike Boulevards in the absence of other viable options	\$300k
St. Helena	NEW	Citywide Intersection/At Grade Improvements - Phase 2	Provides intersection safety enhancements including ADA Ramps, bulb outs, signing/striping, etc.	\$550k
St. Helena	NEW	Citywide Sidewalk Improvements/Gap Closures - Phase 2	Provides for rehabilitation of hazardous and aging sidewalks and funding for construction of sidewalks where absent.	\$330k
St. Helena	NEW	Citywide Intersection/At Grade Improvements - Phase 3	Provides intersection safety enhancements including ADA Ramps, bulb outs, signing/striping, etc.	\$610k
St. Helena	NEW	Citywide Sidewalk Improvements/Gap Closures - Phase 3	Provides for rehabilitation of hazardous and aging sidewalks and funding for construction of sidewalks where absent.	\$360k
Yountville	NEW	Townwide Pathway & ADA Accessibility Program	Creating pathways, bicycle and pedestrian facilities, and correcting ADA sidewalk improvements in various locations townwide.	\$1,000



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Grant Bailey, Program Manager - Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: SR 29 / SR 12 / Airport Blvd Cooperative Agreement with Caltrans

RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to negotiate, execute, and make minor modifications to the cooperative agreement with the California Department of Transportation (Caltrans) for the Project Approval and Environmental Document (PA&ED) phase of the SR 29 / SR 12 / Airport Boulevard project.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA is advancing the next phase of development for improvements at the SR 29 / SR 12 / Airport Boulevard Interchange project and the nearby intersection at SR 12 / North Kelly Road. The proposed cooperative agreement with Caltrans establishes roles, responsibilities, and oversight for completion of the Project Approval and Environmental Document (PA&ED) phase, which includes alternatives analysis, environmental studies, and preparation of project approval and environmental documentation.

Since the project is located within Caltrans right-of-way and Caltrans serves as the CEQA and NEPA lead agency, a cooperative agreement is required to define agency responsibilities and enable Caltrans oversight of the PA&ED process. Approval of this agreement allows NVTA to proceed with the PA&ED phase necessary to evaluate alternatives and determine a path forward for this critical interchange.

FISCAL IMPACT

Is there a fiscal impact? None

Execution of this cooperative agreement does not modify previously approved project budgets and does not result in additional costs to NVTA.

CEQA REQUIREMENTS

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

Furthermore, Caltrans is the lead CEQA and NEPA agency for this project. When the final environmental document is completed, it will be presented to the Board as an informational item, but Caltrans will certify the final NEPA and CEQA environmental documents.

BACKGROUND

The SR 29 / SR 12 / Airport Boulevard interchange and the nearby intersection at SR 12 / North Kelly Road have long been recognized as operationally constrained and safety-challenged locations within the State Route 29 corridor. These at-grade intersections experience recurring congestion, complex turning movements, and collision rates higher than statewide averages for similar facilities. Traffic conditions in this area have further intensified over time as regional growth and corridor travel demands have increased.

In January 2008, Caltrans completed and approved an Initial Study / Mitigated Negative Declaration (IS/MND) and Project Report for the SR 29 / SR 12 interchange area. That effort evaluated grade-separated interchange concepts, including a single-point urban interchange and a tight diamond interchange, and identified mitigation measures to reduce potential environmental impacts to less-than-significant levels. While the project received environmental clearance and project approval at that time, it was not advanced due to funding constraints.

Since adoption of the 2008 environmental document, conditions within the corridor have evolved. In particular, completion of the Soscol Junction project to the north has improved operations at that location but has also shifted congestion and operational pressures southward to the SR 29 / SR 12 / Airport Boulevard area. In response, NVTA completed the State Route 29 Comprehensive Multimodal Corridor Plan in 2020, which identified a range of corridor-level strategies and introduced additional interchange concepts, including alternative interchange configurations that were not evaluated as part of the 2008 environmental review.

Given the age of the prior environmental clearance, changes in corridor conditions, and the emergence of new potential interchange concepts, NVTA is advancing the Project Approval and Environmental Document (PA&ED) phase to re-evaluate transportation needs and alternatives at this location.

In September 2025, the Board awarded a contract to Kimley Horn & Associates to complete performance-based alternatives analysis, environmental scoping, preparation of technical studies, public engagement, and development of environmental and project approval documentation in coordination with Caltrans.

Approval of this agreement allows NVTA and Caltrans to collaboratively advance evaluation of alternatives before any future decisions regarding design, right-of-way acquisition, or construction are considered.

ALTERNATIVES

Alternative 1:

Without approval, completion of the PA&ED phase would be delayed and limit NVTA's ability to advance evaluation of alternatives for the project.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 2 – Improve system safety in order to support all modes and serve all users

Advancing the PA&ED phase enables evaluation of alternatives intended to improve safety and operations for all roadway users, including motorists, transit riders and bicyclist.

Goal 4 – Support Napa County's economic vitality

Improving operations at this key interchange supports regional mobility and access for residents, visitors, and goods movement.

Goal 5 – Minimize the energy and other resources required to move people and goods

Evaluating operational improvements and multimodal alternatives supports more efficient travel and reduced congestion.

ATTACHMENT(S)

(1) Draft Cooperative Agreement with Caltrans for PA&ED Phase

COOPERATIVE AGREEMENT COVER SHEET

Work Description

IMPROVING THE INTERCHANGE AT SR 29/SR 12/AIRPORT BOULEVARD AND THE NEARBY INTERSECTION AT SR 12/NORTH KELLY ROAD IN NAPA COUNTY. ALTHOUGH A TIGHT DIAMOND INTERCHANGE WAS APPROVED IN 2008 THROUGH AN IS/MND AND CALTRANS PROJECT REPORT, NVTA SEEKS TO DETERMINE WHETHER THIS REMAINS THE MOST SUITABLE SOLUTION OR IF A MORE EFFECTIVE AND CONTEXT-SENSITIVE ALTERNATIVE SHOULD BE PURSUED. THIS PA&ED EFFORT IS INTENDED TO SUPPORT A PERFORMANCE-BASED EVALUATION OF ALTERNATIVES AND MAY RESULT IN SELECTION OF A PREFERRED ALTERNATIVE DIFFERENT FROM THAT IDENTIFIED IN THE 2008 IS/MND, OR MODIFICATION OF THE PROJECT CONCEPT. THE GOAL IS TO IDENTIFY A COORDINATED SET OF IMPROVEMENTS THAT ENHANCE OPERATIONS, SAFETY, AND MULTIMODAL ACCESS WHILE SUPPORTING REGIONAL MOBILITY AND ACCOMMODATING FUTURE GROWTH, WITH FULL CONSIDERATION OF CALTRANS AND PUBLIC INPUT.

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Amani Meligy, Project Manager

111 Grand Ave

Oakland, CA 94612

Office Phone: (707) 715-8393

Mobile Phone: 707) 715-8393

Email: amani.meligy@dot.ca.gov

NAPA VALLEY TRANSPORTATION AUTHORITY

Grant Bailey, Program Manager - Engineer

625 Burnell St

Napa, CA 94559

Office Phone: (707) 259-5951

Mobile Phone: (707) 787-7928

Email: gbailey@nvta.ca.gov

Table of Contents

COOPERATIVE AGREEMENT COVER SHEET 1

 Work Description..... 1

 Contact Information 1

 CALTRANS 1

 NAPA VALLEY TRANSPORTATION AUTHORITY 2

COOPERATIVE AGREEMENT 5

RECITALS 5

RESPONSIBILITIES 7

 Sponsorship 7

 Implementing Agency 8

 Funding..... 9

 CALTRANS' Quality Management..... 9

 CEQA/NEPA Lead Agency 11

Environmental Permits, Approvals and Agreements..... 11
Project Approval and Environmental Document (PA&ED)..... 12
 California Environmental Quality Act (CEQA)..... 13
 National Environmental Policy Act (NEPA)..... 15
Schedule 17
Additional Provisions 17
 Standards 17
 Noncompliant Work 18
 Qualifications 18
 Consultant Selection..... 18
 Encroachment Permits..... 18
 Protected Resources 19
 Disclosures 19
 Hazardous Materials..... 20
 Claims..... 21
 Accounting and Audits 22
 Interruption of Work..... 23
 Penalties, Judgments and Settlements 24
 Project Files..... 24
GENERAL CONDITIONS..... 24
 Venue 24
 Exemptions..... 25
 Indemnification 25
 Non-parties 26
 Ambiguity and Performance 26
 Defaults 26
 Dispute Resolution 27

Prevailing Wage.....27
FUNDING SUMMARY.....29
 Funding.....31
 Invoicing and Payment.....31
 Project Approval and Environmental Document (PA&ED).....31
SIGNATURES.....31

DRAFT

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Napa Valley Transportation Authority, a California Joint Powers Authority, referred to hereinafter as NVTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, the work consists of completing the Project Approval and Environmental Document (PA&ED) phase for the interchange at SR 29/SR 12/Airport Boulevard and the nearby intersection at SR 12/North Kelly Road in Napa County. The PA&ED work includes performance-based alternatives analysis, environmental scoping, preparation of technical studies, environmental documentation, and project approval documentation necessary to evaluate transportation improvement alternatives, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

DRAFT

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS completed the Project Initiation Document (PID) on January 31, 2008.
 - CALTRANS completed the Project Report on January 31, 2008 (Cooperative Agreement No. 04-2196).
 - CALTRANS approved the Mitigated Negative Declaration on January 31, 2008 (Cooperative Agreement No. 04-2196 04-Nap-12-PM 0.2/3.3, Sol-12-PM 0.0/2.6).
 - CALTRANS approved the Finding of No Significant Impact (FONSI) on January 31, 2008 (Cooperative Agreement No. 04-2196 04-Nap-12-PM 0.2/3.3, Sol-12-PM 0.0/2.6).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. NVTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- NVTA is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

11. NVTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for

the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA),

environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that NVTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
22. NVTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
23. NVTA, including any employee, agent, consultant or sub-consultant retained by the NVTA, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not

limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-all1y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

CEQA/NEPA Lead Agency

- 24. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 25. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

- 26. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
- 27. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 28. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404 US Army Corps of Engineers
401 Regional Water Quality Control Board

National Pollutant Discharge Elimination System (NPDES)/State Water Resources Control Board
State Waste Discharge Requirements (Porter Cologne)/Regional Water Quality Control Board
Federal Endangered Species Act Consultation
1602 California Department of Fish & Wildlife
2080.1 California Department of Fish & Wildlife
2081 California Department of Fish & Wildlife
Air Quality Permits

Project Approval and Environmental Document (PA&ED)

29. As the PA&ED IMPLEMENTING AGENCY, NVTa is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
30. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	NO
165.15.15.xx Essential Fish Habitat Consultation	NO
165.15.15.xx Section 7 Consultation	NO
165.25.25 Approval to Circulate Resolution	NO
175.20 Project Preferred Alternative	NO
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval	NO
180.10.05.45 Section 7 Consultation	NO

180.15.05 Record of Decision (NEPA)	NO
180.15.10 Notice of Determination (CEQA)	NO

31. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
32. NVTA will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

33. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and NVTA will use, a letter template and a list of California Native American tribes requesting notification. NVTA will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.
34. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
35. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
36. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for

review, comment, and approval at appropriate stages of development prior to public availability.

37. NVTA will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
38. The CEQA Lead Agency will attend all CEQA-related public meetings.
39. NVTA will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow NVTA to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

40. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

41. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

42. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.
43. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the

documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

44. The NEPA Lead Agency will attend all NEPA-related public meetings.
45. NVTA will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. NVTA will submit all notices to the NEPA Lead Agency for review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

46. NVTA will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
47. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

48. NVTA will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Schedule

49. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
50. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions

Standards

51. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and

DRAFT

CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

52. CALTRANS retains the right to reject noncompliant WORK. NVTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

53. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

54. NVTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

55. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. NVTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without

an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to NVTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

56. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

57. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

58. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

59. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

60. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is 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 the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

61. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.
62. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

63. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. NVT, in concert with the local agency having

land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

64. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

NVTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and NVTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. NVTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

65. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

66. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
67. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for

potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

68. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

69. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
70. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

71. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and NVTA will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

72. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
73. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

74. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
75. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or

approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

76. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
77. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
78. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

79. NVTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. NVTA will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

80. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

81. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county

in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

82. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

83. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by NVTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon NVTA under this AGREEMENT. It is understood and agreed that NVTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by NVTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
84. Neither NVTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless NVTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be

done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

85. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
86. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

87. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

88. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

89. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the

defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

90. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of NVTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

91. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

92. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage

requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DRAFT

Agreement No. 04-3080
 Project No.: 0426000139
 EA: 04-28790
 04-NAP-29-4.230/5.950
 04-NAP-12-0.000/0.750

FUNDING SUMMARY

FUNDING TABLE				
<u>IMPLEMENTING AGENCY:</u>			<u>NVTA</u>	
Source	Party	Fund Type	PA&ED	Totals
LOCAL	NVTA	Local	2,720,000	2,720,000
Totals			2,720,000	2,720,000

DRAFT

Agreement No. 04-3080 | 04-NAP-29 | EA: 04-28790

Agreement No. 04-3080
 Project No.: 0426000139
 EA: 04-28790
 04-NAP-29-4.230/5.950
 04-NAP-12-0.000/0.750

SPENDING TABLE		
	PA&ED	
Fund Type	NVTA	Totals
Local	2,720,000	2,720,000
Totals	2,720,000	2,720,000

DRAFT

Agreement No. 04-3080 | 04-NAP-29 | EA: 04-28790
 Page | 30

Funding

93. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

94. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

Invoicing and Payment

Project Approval and Environmental Document (PA&ED)

95. No invoicing or reimbursement will occur for the PA&ED& PROJECT COMPONENT.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**NAPA VALLEY TRANSPORTATION
AUTHORITY**

Wajahat Nyaz
Deputy District Director -Design

Danielle Schmitz
Executive Director

Attest:

HQ Legal Representative
HQ Legal Rep Title

Laura Sanderlin
Board Secretary

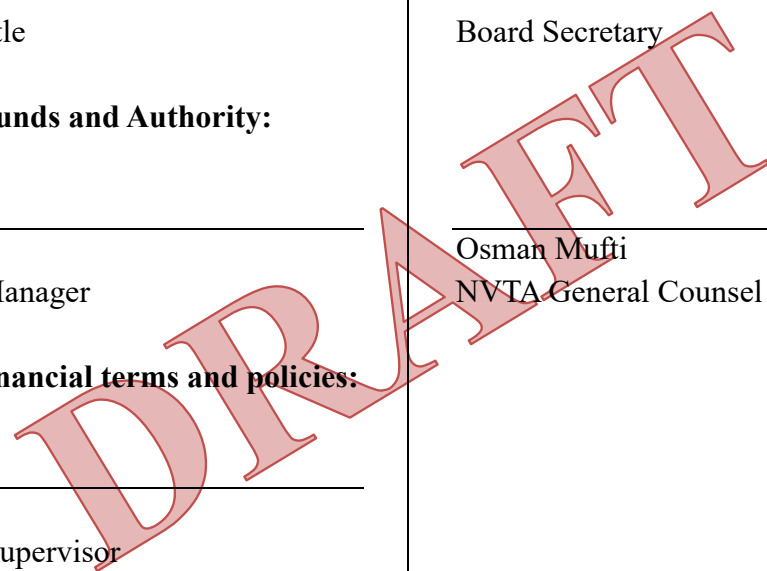
Verification of Funds and Authority:

Jeffrey Kuehnel
District Budget Manager

Osman Mufti
NVT General Counsel

Certified as to financial terms and policies:

Percy Ramil
HQ Accounting Supervisor





NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Rebecca Schenck, Director of Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Vine Transit Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receives the second quarter of Fiscal Year 2025-2026 Vine Transit update.

EXECUTIVE SUMMARY

This report summarizes and the Vine's operational performance during the second quarter of the current Federal Fiscal Year (FY) 2025-26, covering the period October 1 to December 30, 2025. The board memo compares the second quarter of FY 2025-26 to the same period of FY 2024-25 to provide context on year-over-year ridership levels and compares missed trips over the same two time periods. It also includes a discussion of recent schedule changes, marketing efforts, trip completeness and highlights the V-Commute Program Bucks for Bikes.

FISCAL IMPACT

None

CEQA REQUIREMENTS

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

BACKGROUND

Recent Schedule Changes

The most recent schedule change occurred January 11, 2026. Changes included:

- Route 11 operates every 55 minutes instead of every 60 minutes
- A new Southbound Route 10 Bus Stop located at approximately 1615 Lincoln Ave was added in Calistoga
- Two new stops on Route E in the westbound and eastbound direction by McPherson Elementary
- Timetable adjustments on Route 11X and Route 21

The next schedule change will occur on Sunday June 14th to align with other Bay Area transit operators and the end of the 2025-2026 school year. Additionally, there will also be some minor schedule changes during BottleRock and La Onda weekends to accommodate festival attendees such as rerouting Route 29 to serve the transit center and adding extra trips since many festival attendees travel to Bottlerock from the Bay Area via the BART system.

Ridership

Table 2 on the next page compares the annual difference between second quarter of FY 2024-2025 (October, November & December) to second quarter of FY 2025-2026 to show the year-over-year ridership in the City of Napa experienced a 3% increase. Route A experienced the most significant growth year-over-year. Route A switched from a limited on-demand service to a fixed route as part of the January 12, 2025 schedule change. Ridership data indicates significant increases in usage as riders have shown a preference for the bus to operate on a schedule. The increase in Route A ridership is also partially responsible for a decrease in Route B ridership as the two routes overlap on Browns Valley Rd. from Laurel St. to Freeway Drive and riders now have the option of taking the Route A to get to the Soscol Gateway Transit Center instead of the Route B. Route D also experienced a notable ridership increase of approximately 25%. The specific Route D trips that had the highest increases were in the morning at or near the start of school and end of school, indicating that more Camille Creek Community School students or faculty rode the bus.

Table 2: City of Napa Ridership - Comparing Q2 of FY25 & Q2 of FY26

	Q2 FY25	Q2 FY26	% Difference	Numerical Difference
Napa Local On-Demand*/Route A	1,140	2,373	108.16%	1,233
Route B	5,742	5,177	-9.84%	-565
Route C	14,580	14,286	-2.02%	-294
Route D	2,114	2,652	25.45%	538
Route E	3,213	2,765	-13.94%	-448
Route F	3,330	3,768	13.15%	438
Route G	3,056	3,146	2.95%	90
Total	33,175	34,167	2.99%	992

*In Q2 of FY25, Route A operated as an on-demand service. In Q2 of FY26, Route A operated as a fixed route service

While ridership is an important key performance indicator (KPI), it is also important to track other KPIs. Passengers per revenue hour is a measure of the number of people on the bus for every hour that the bus is in service. It does not include the deadhead, which is the time leading to and from the maintenance yard. In Chart 1, data shows passengers per revenue hour on weekdays (the grey bars) on local City of Napa routes remained relatively stagnant with a slight increase when compared to the previous quarter of the current federal fiscal year and when compared to the same time one year ago.

Chart 1: Passengers per Revenue Hour on City of Napa Routes (Weekdays)

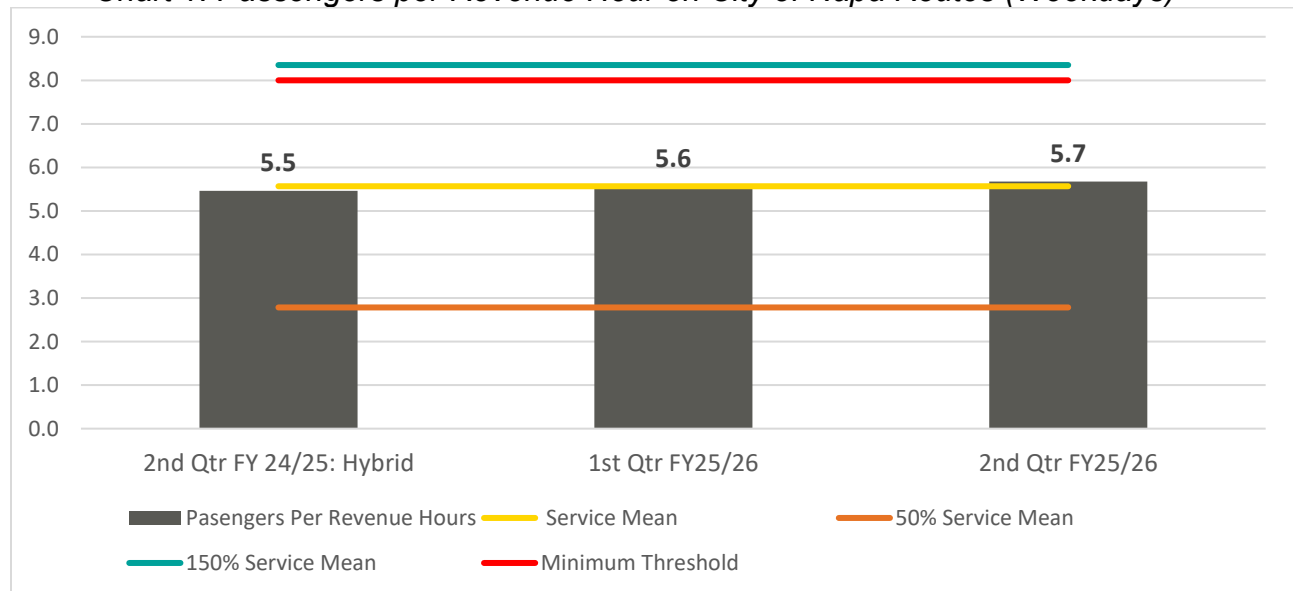


Chart 2 below shows that the passengers per revenue hour varies by each individual local route. The Route C passengers per revenue hour continues to operate above the pre-COVID 8.0 minimum threshold measuring at 10.2. All other fixed routes were in the 3.2 to 6.7 range. Route D experienced the second highest total due to additional Camille Creek riders.

Chart 2: Local Service Passengers per Revenue Hour (Weekdays)

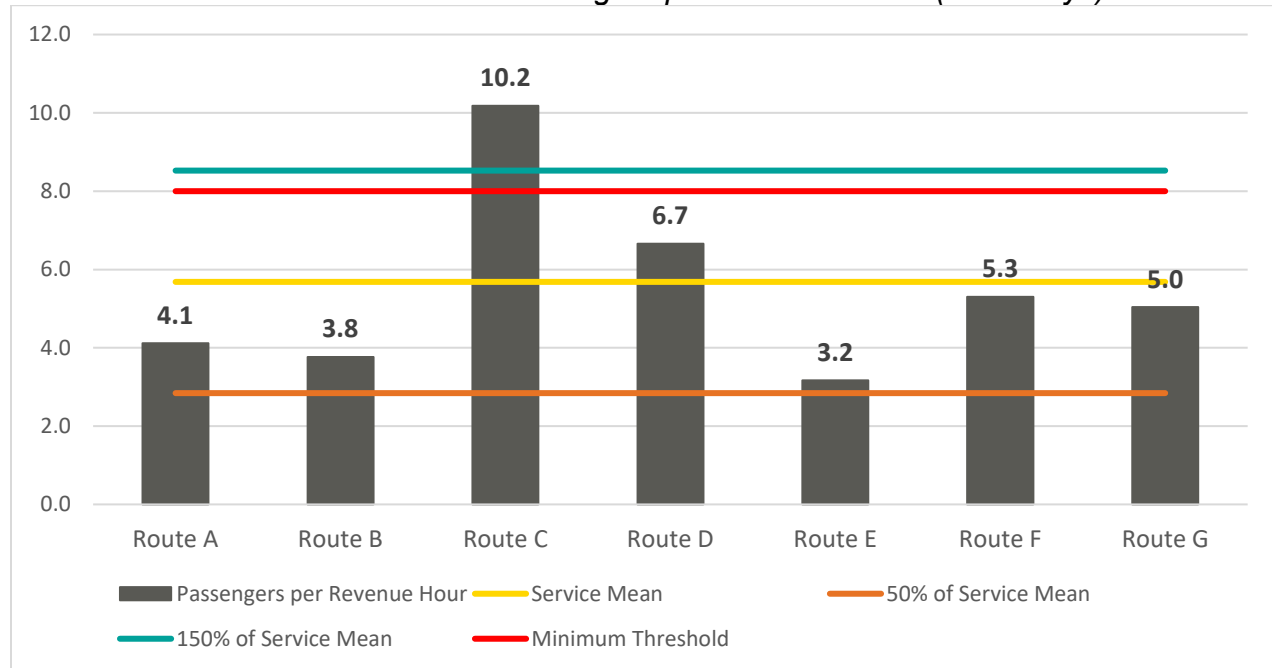


Table 3 on the next page shows an overall ridership decrease of 4% for the quarter on regional routes. Route 11X experienced a notable increase of approximately 40%. Route 11X was revamped starting on August 11, 2025. Previously, the Route operated as an expedited way to travel from the Redwood Park & Ride to the Vallejo Ferry terminal. Ridership on that route was consistently low so in order to bolster the number of riders, the Route was changed to function as a quicker version of Route 11 that serves the route’s most popular stops. Early results seem to indicate that riders that previously rode Route 11 shifted to Route 11X as shown by the nearly 8% decrease in Route 11 ridership. Route 29 began operating on Saturdays as of August 16, which is reflected in the ridership figure below. Staff will continue to closely monitor ridership levels on Saturdays on Route 29 and the reimaged 11X to evaluate its effectiveness and popularity. In January, two trips a day were added to Route 11X to give riders another option to connect with the Ferry and the Route was shortened to end at the Soscol Gateway Transit Center instead of the Redwood Park and Ride.

Table 3: Routes 10, 11, 11X, 21 & 29 Ridership – Comparing Q2 of FY25 & Q2 of FY26

	Q2 FY25	Q2 FY26	% Difference	Numerical Difference
Route 10	35,537	34,641	-2.52%	-896
Route 11	30,994	28,538	-7.92%	-2,456
Route 11X	1,035	1,460	41.06%	425
Route 21	2,558	2,572	0.55%	14
Route 29*	8,887	8,867	-0.23%	-20
Total	79,011	76,078	-3.71%	-2,933

*Route 29 began operating Saturday service as of August 10, 2025, which is reflected in the Q2 FY26 ridership figure

Passenger per revenue hour data on regional service continues to fall below the pre-COVID 12.0 minimum threshold as shown on Chart 3 below. Routes 10 and 11 continue to be the most efficient regional routes at 8.0 and 7.8. Route 21 shows the lowest figure at 2.2. Route 21 service was diverted away from I-80 as part of a previous schedule change, however, that caused a longer trip time. As of January 12, 2026, Route 21 operates on I-80 to help speed up the time of the trip to and from Suisun City.

Chart 3: Regional Service Passengers per Revenue Hour

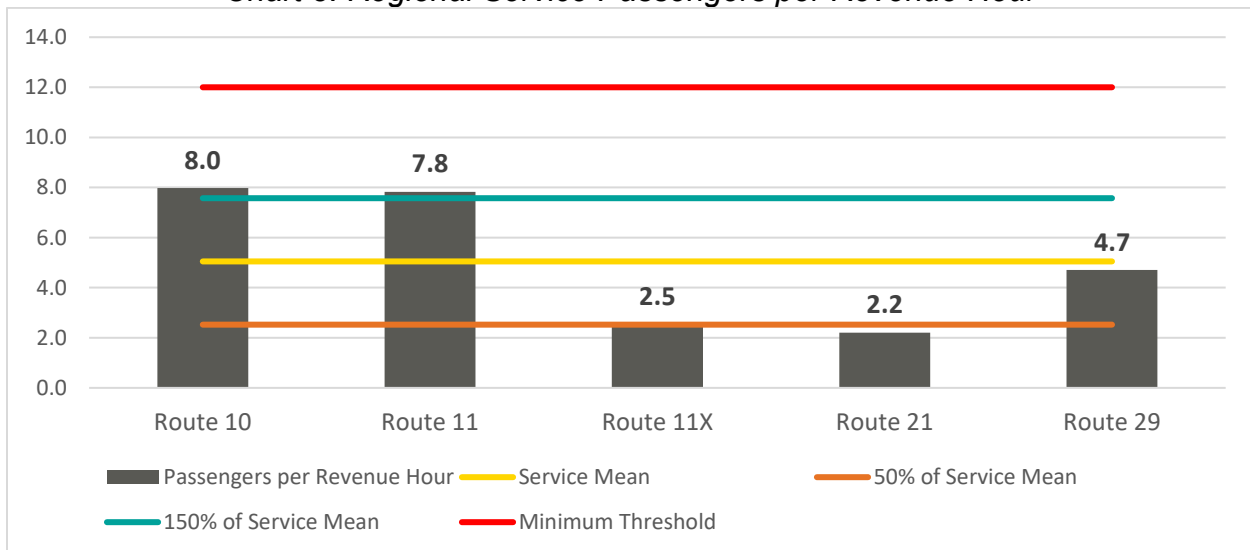


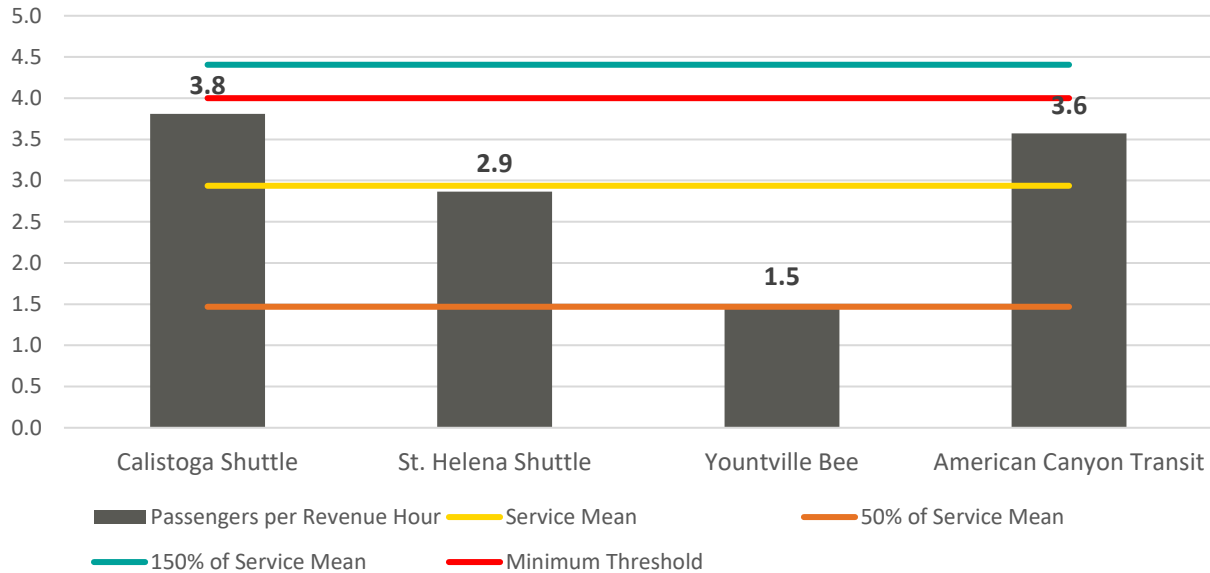
Table 4 below shows ridership experienced a decrease on the community shuttles overall by about 12% compared to the same quarter last year. American Canyon Transit (ACT) shows a significant decrease, although that is attributed to an administrative error. Typically, when ACT operates the school runs in the morning and afternoon, the driver counts each student as they board. It appears that some of the newer operators mistakenly didn't count riders as they boarded, leading to the lower ridership numbers. ACT typically carries the most riders compared to the other community shuttles, leading staff to believe the low number below is due to an administrative error. Staff is working with its Automated Passenger Counter vendor to see if this ridership data was captured using their system and will correct the ridership figure if the data is available. The Yountville Bee experienced a 15% ridership increase compared to the same time period one year prior. Beginning March 1, the Yountville Bee will start providing service to and from Chandon. This new destination paired with the reopening of Pancha's is expected to result in a ridership increase in Q3 of FY26.

Table 4: Community Shuttles– Comparing Q2 of FY25 & Q2 of FY26

	Q2 FY25	Q2 FY26	% Difference	Numerical Difference
Calistoga Shuttle	3,659	3,664	0.14%	5
St. Helena Shuttle	1,685	1,878	11.45%	193
Yountville Bee	1,085	1,252	15.39%	167
American Canyon Transit	5,917	4,046	-31.62%	-1,871
Total	12,346	10,840	-12.20%	-1,506

Chart 4 on the next page shows the passengers per revenue hour on the local community shuttles. Given the overall popularity of American Canyon Transit, feedback received from the Community Based Transportation Plan and a recommendation listed in NVTA's Accessible Transportation Needs Assessment, staff submitted an application and received an award notice and funding agreement from the California Public Utilities Commission's Access for All Program for funding to increase the hours of service. Starting on February 9th, ACT weekday hours will extend an additional 90 minutes to 7:00pm and new Saturday service will operate from 8:30am – 5:30pm.

Chart 4: Community Shuttle Service Passengers per Revenue Hour



VineGo ridership rose by about 10% over the last year as seen in Table 5. Staff continues to see steady increases in VineGo Ridership since the COVID-19 pandemic impacts have lessened and marketing efforts and partnerships with organizations, such as Molly’s Angels, have increased.

Table 5: VineGo Ridership – Comparing Q2 of FY25 & Q2 of FY26

	Q2 FY25	Q2 FY26	% Difference	Numerical Difference
VineGo	4,351	4,767	9.56%	416

Finally, Tables 6 & 7 on the next page show the missed trips during the second quarter of the current fiscal year compared to the fourth quarter of last Fiscal Year. Beginning in January 2025, NVTA reinstated a liquidated damage against its contracted service operator, Transdev, which enforces a \$500 penalty for each missed trip. This requirement was initially waived during the COVID pandemic given the uncertainties of the transit landscape and employment market. Given that much time has passed and Vine Transit’s schedules are more consistent, staff began enforcement and noticed a significant decline when compared to the same period last year.

Table 6: Missed trips Q2 of FY 2024-2025

	Regular Missed Trips	On-Demand Missed Trips
October	34	0
November	11	0
December	16	0
Total	61	0

Table 7: Missed trips Q2 of FY 2025-2026

	Regular Missed Trips	On-Demand Missed Trips
October	5	0
November	3	0
December	6	0
Total	14	0

Marketing Efforts

During the winter, there are generally fewer available community events that staff can participate in. Despite this, staff made a targeted effort to attend various types of recent events including:

- Molly’s Angels Holiday Luncheon (December 5, 2025)
- City of Napa Holiday Parade (December 6, 2025)
- Early Learning Center Grand Opening & Family Faire (December 13, 2025)
- Presentation at Napa Valley Lutheran Church (January 21, 2026)
- Presentation at Heritage House/Abode (January 21, 2026)
- The North Bay Workforce Alliance Hiring Event (January 29, 2026)
- Best of Napa Valley (January 30, 2026)
- English & Spanish Presentations at Napa Creek Manor (February 3, 2026)
- CIA Greystone Health & Resource Fair (February 11, 2026)

September was transit month, and to celebrate staff launched a Bus Animal Naming Contest with participation from school-aged students. NVTA invited elementary school students to name its electric fleet mascots - the owl, hawk, butterfly and bee. Winning students were announced in November and were treated to a special bus experience, received a basket of Vine Transit prizes, and celebrated with a pizza party for their class in the month of December. The winning animal names are:

- Poppy the Bee – named by Genesis – 5th grade, Calistoga Elementary
- Talon the Hawk – named by Cody – 5th grade, Willow Elementary
- Mari (short for Mariposa) the Butterfly – named by Eleanor – 5th grade, St. Helena Elementary
- Ollie the Owl – named by Kimber – 2nd grade, Alta Heights Elementary

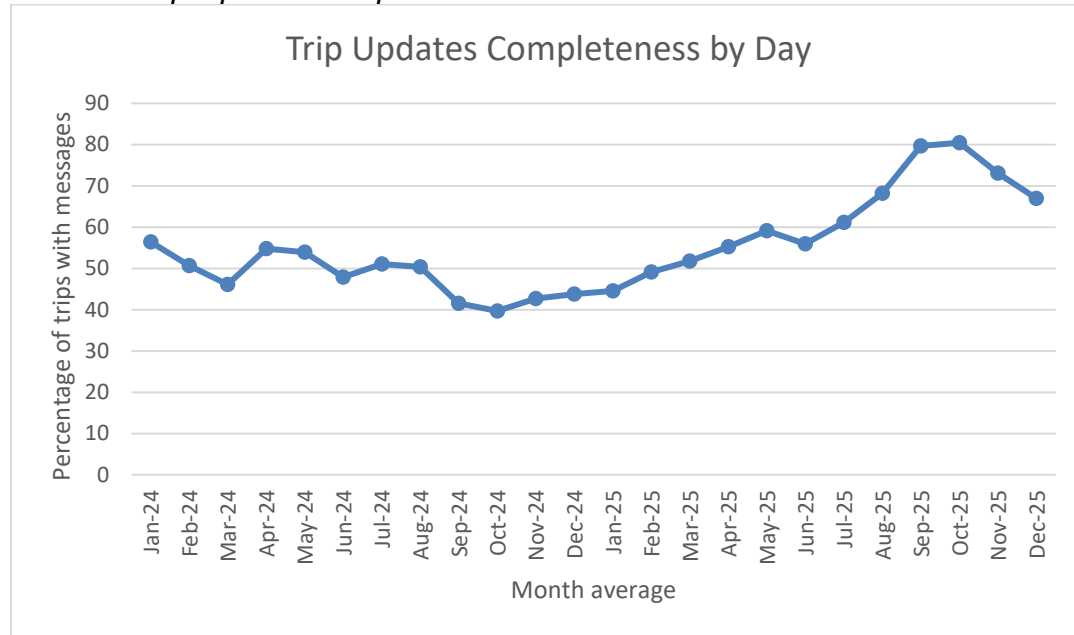


Marketing and transit staff are starting to preliminary plan for BottleRock and La Onda Festival Weekends. Vine transit offers free rides to all bus riders, regardless of their destination, during those weekends and offers special late-night service after the concert.

Trip Completeness

NVTA continues to track the percentage of trips sending real-time messages. Chart 5 below shows monthly averages of trip completeness across all routes. NVTA's trip completeness is trending upwards through October. Then in November, when GMV has 4 days of a systemwide outage, the rate went down. NVTA would like to get to a level of 85% on-par with its neighbors which should be possible with a new CAD/AVL system.

Chart 5: Trip Update Completeness



VCommute Highlight – Bikes for Bucks

The Bucks for Bikes program is designed to promote and increase bicycle commuting in Napa County. NVTA, under the V-Commute program, funds commuter bicycles for 60% of their cost, up to a maximum of \$500 per bicycle, or up to \$100 toward the repair or maintenance of their current bike. The commuter will track commute usage and document the results.

As of January 1, 2026, the program is now being administered by NVTA transit staff and information is available on the Vine Transit website <https://vinetransit.com/bucks-for-bikes/>. Below is a history of the bikes purchased using the program.

Year	Buck for Bike Redemptions
2025	0
2024	1
2023	3
2022	2

The transit team is looking to increase the utilization and bring the total number of redemptions up to 10 for calendar year 2026 through additional outreach and distributing the subsidy through a prepaid debit card.

ATTACHMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Danielle Schmitz, Executive Director
(707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the Federal Legislative update, State Legislative Update, and the updated Bill Matrix for February 2026.

BACKGROUND

Federal Update:

The Federal government experienced a brief partial shutdown in early February. Congress had until Midnight January 30th to pass the remaining appropriations bills or trigger a partial shutdown. The House advanced a six-bill minibus and recessed, but Senate Democrats blocked final passage in protest over Immigration and Customs Enforcement (ICE) funding. On January 30th a stopgap deal to carve out the Department of Homeland Security funding and extend negotiations was reached resulting in a two-week continuing resolution to negotiate a broader deal. The House passed a broader funding package, and President Trump signed it on February 3rd ending the shutdown. There are still continuing negotiations on the Department of Homeland Security funding.

Congress has begun early stages of work on the next surface transportation reauthorization bill, which must be enacted before the current authorization, the Infrastructure Investment and Jobs Act (IIJA), expires on September 30, 2026. The House Transportation and Infrastructure Committee has held a series of hearings and member forums focused broadly on highways, transit, freight, rail and infrastructure delivery. Committee leaders have emphasized a desire to pursue a bipartisan bill that focuses on transportation investment.

State Update:

Governor Newsom released his final budget proposals for his term. The 2026-27 budget proposal outlines \$348 billion in spending that addresses a budget deficit far less dire than the LAO's predictions. The governor is relying on a three-year budget window which estimates revenues over the three-year period will be \$42 billion higher than earlier projections. This is resulting in only a \$2.9 billion shortfall in 2026-27. However, outyear deficits are forecast to be much larger.

The budget proposal does not include some transportation funding commitments from the past, like the zero-emission transit capital program and some State Transit Assistance funding. The STA funding is a little over \$30 million less than the current year, likely due to lower fuel revenues. The Governor's budget proposal includes loans for specific Bay Area Transit providers (i.e. BART, Muni, Caltrain and AC Transit). These loans are backed by revenue-based portion of the State Transit Assistance that goes directly to transit agencies. The loan provides for a 12-year repayment term with the first two years interest-only. The source of the loan is the total balance of funding available at the state level in the state's Transit and Intercity Rail Capital Program from funding that has been awarded to Bay Area projects but not allocated by the California Transportation Commission as of December 2025.

This coming fiscal year, 2026-27 marks the first year of the new expenditure program under Cap and Invest. As specified in the bill, if Auction revenues fall below \$4.2 billion then the allocations to Tier 3 (the Transportation programs) will be reduced. The budget summary forecast auction revenues at \$3.7 billion if these forecasts hold, transportation programs like LCTOP and TIRCP will be reduced. Cap and Invest also earmarks \$125 million for transit passes. There are no details available on how the transit pass program would be structured, however funding this program is a priority for Senate Pro Tem Limon.

ATTACHMENTS

- 1) February 2, 2026 Federal Update (CFM Advocates)
- 2) February 2, 2026 State Update (Platinum Advisors)
- 3) February 2, 2026 State Bill Matrix (Platinum Advisors)



To: Napa Valley Transportation Authority (NVTA)
From: Joel Rubin and Tara Kroft, CFM Advocates
Re: **February 2026 Washington Update**

Latest Washington Activity

Finalizing NVTA's 2026 Target Projects for Federal Funding

The CFM team has been working with NVTA to finalize your project funding requests for FY27 Congressional Directed Spending (CDS) and 2026 grant applications. NVTA is likely to go after two FY27 CDS requests and the Department of Transportation's (DOT) Safe Streets for All (SS4A) grant program in 2026. Portals for CDS requests will open in the coming months and SS4A is set to open in the Spring. CFM is monitoring announcements from DOT and NVTA's congressional delegation.

Tour with Congressman Thompson's District Director

This week, Kate Travis (CFM Advocates) visited NVTA and took a tour of NVTA's priority projects with Maira Ayala, Congressman Thompson's District Director. The tour, led by Danielle Schmitz and Antonio Onorato, included the American Canyon State Route 29 Improvement site, multiple dangerous intersections that will be replaced with roundabouts, and the Vine Trail. The tour also involved a visit to the completed Vine Transit Operations and Maintenance Facility, where we discussed bus purchasing and transit projects. This tour helped reinforce NVTA's reach and importance to Congressman Thompson's office so NVTA's projects are front of mind when earmark and grant applications are submitted.

Washington Update: (Partial) Shutdown 2.0

ICE Funding Fight Pushes Congress Toward Shutdown

Congress had until midnight January 30 to pass the remaining FY2026 appropriations bills or trigger a partial shutdown. The House advanced a six-bill minibus and recessed two weeks ago, but Senate Democrats blocked final passage in protest over DHS funding, demanding that Immigration and Customs Enforcement (ICE) funding be removed and renegotiated amid a growing public backlash over recent enforcement actions.

The controversy was reignited by the January 24 shooting death of Alex Pretti, an ICU nurse and U.S. citizen, who was killed by a federal immigration agent in Minneapolis. This, alongside the earlier death of Renee Good—also a U.S. citizen—occurred under Operation Metro Surge, a large-scale ICE deployment across Minnesota. The resulting legal challenges and protests have intensified pressure on Congress to rein in ICE's practices.



On January 30, a stopgap deal to carve out DHS funding and extend negotiations revived hopes for a resolution. Senate Majority Leader John Thune (R-SD), with White House backing, reached a deal with Senate Democrats to advance the remaining package while placing DHS on a two-week continuing resolution to provide more time to negotiate a broader deal. However, the maneuver enraged hardline Republicans who spent much of the following Friday threatening to derail the agreement but eventually dropped their objections which allowed the Senate to pass the package.

The funding package now heads across the Capitol where Speaker Johnson faces fresh turbulence in guiding it through his chamber. Representative Anna Paulina Luna (R-FL) is threatening to block any vote unless the Safeguard American Voter Eligibility (SAVE) Act, a voter ID bill, receives floor time. Further complicating matters, a weekend special election in Houston will elect a Democrat to a vacant House seat, narrowing Johnson's margin to just one vote. The Speaker is planning votes Tuesday. While it's clear it will face hurdles to House passage, neither party is eager for another extended government shutdown, which will require working through concerns of individual members that could cause delays.

How Long will DOT be Shut Down?

As of Monday, February 2, DOT is shut down. Again. This time, the funding interruption was somewhat unexpected. The scars are still fresh from the fall's record-breaking, 43-day shutdown, which saw sweeping airline delays, a "surge" in air traffic controller absences and dramatic FAA-ordered flight cuts at busy airports. The appetite for another prolonged shutdown is low, to say the least.

The Senate-passed legislation awaits action in the House, which is teeing up a floor vote for tomorrow. And despite grumbling from some conservative hard-liners, President Donald Trump has endorsed the measure — and seems wary of shutdown fallout so soon after Congress' extended deadlock in 2025.

Impacts to the Federal Highways Administration (FHWA) and the Federal Transit Administration (FTA) are generally limited due to how surface transportation programs are funded. Both agencies' core programs are financed through mandatory spending sources — principally the Highway Trust Fund and multi-year appropriations under the Infrastructure



Investment and Jobs Act — as such, they are largely insulated from the lapse in annual discretionary appropriations that triggers shutdown procedures.

As a result, FHWA and FTA staff continue working, and federal-aid payments for highway, bridge and transit projects continue flowing without interruption. However, processes tied to discretionary fund lines or cross-agency collaborations — such as certain grant approvals or compliance reviews — could experience delays if the shutdown is prolonged.

Transportation Reauthorization Bill – Status Update

Congress has begun the early stages of work on the next surface transportation reauthorization bill, which must be enacted before the current authorization under the Infrastructure Investment and Jobs Act (IIJA) expires on September 30, 2026. In the House, the Transportation and Infrastructure (T&I) Committee is leading this effort, though it remains in a preliminary, information-gathering phase. To date, the committee has not released draft legislative text or scheduled a formal markup of a reauthorization bill, signaling that policy development is still underway rather than nearing completion.

Over the past year and into early 2026, the House T&I Committee has held a series of hearings and member forums focused broadly on highways, transit, freight, rail, and infrastructure delivery. These activities are widely viewed as foundational work for reauthorization, allowing members to surface priorities, hear from stakeholders, and assess implementation of the IIJA. Committee leaders have emphasized a desire to pursue a bipartisan bill that focuses on core infrastructure investment, streamlining project delivery and permitting, and improving program efficiency, while continuing to evaluate lessons learned from the current law.

Despite this activity, the committee has not yet transitioned from hearings to drafting or markups, and no comprehensive House proposal has been formally introduced. Key issues — particularly how to address the long-term solvency of the Highway Trust Fund — remain unresolved and are expected to be central to negotiations later this year. Parallel discussions are occurring in the Senate, but like the House, Senate committees are also in the early stages of reauthorization planning. Overall, Congress is laying the groundwork for a major transportation bill, with more concrete legislative action expected to emerge as the September 2026 expiration date draws closer.



Redistricting Battles Escalate in Maryland and Virginia

Even as federal negotiations stall, state-level redistricting fights are accelerating. In Virginia, Democratic lawmakers are pursuing a constitutional amendment that would substantially alter the state’s congressional map, potentially shifting the 6–5 Democratic delegation to a 10–1 split. A state court has temporarily blocked the measure, citing procedural failures, but party leaders remain determined to place it on the April ballot.

Meanwhile, Maryland’s Democratic-led House advanced new congressional maps developed by Governor Wes Moore’s redistricting commission. The proposed map would significantly reshape the state’s 1st and 3rd districts and could jeopardize the re-election prospects of Representative Andy Harris, the state’s lone Republican in Congress. During testimony, Moore defended the plan against GOP criticism, insisting it was built on robust public input and community engagement.

Taken together, these efforts mark a growing trend, state-level Democrats and Republicans are each using mid-decade redistricting as a means of shaping the 2026 playing field well ahead of the general election. Expect continued litigation and political maneuvering as these maps take shape.

As always, we’ll continue monitoring these developments and provide timely updates as funding decisions, ICE oversight negotiations, and electoral map changes unfold. If you have any questions or would like a deeper dive into any of these topics, please don’t hesitate to reach out.

Contact Information:

Joel Rubin – 301.461.1532 (mobile)

Tara Kroft – 971.420.4184 (mobile)

PLATINUM | ADVISORS

February 2, 2026

TO: Danielle Schmitz, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Governor Newsom released his final budget proposal of his term. The 2026-27 budget proposal outlines a \$348 billion spending plan that addresses a budget deficit far less than the LAO's prior predictions. The governor is relying on a three-year revenue window, known as the budget window, which estimates revenues over that period will be \$42 billion higher than earlier projections. While California's books still rise and fall with the fortunes of a small slice of high-income taxpayers and the market they live in, the Governor's outlook does not assume the downturn incorporated into the LAO's outlook.

The official problem, as the Department of Finance is framing it, is a "modest" \$2.9 billion shortfall in 2026–27. The General Fund would end the 2026-27 fiscal year with a Special Fund for Economic Uncertainties (SFEU) balance of \$4.5 billion, a \$4.1 billion Public School System Stabilization Account (PSSSA) balance, and \$14.4 billion in the Budget Stabilization Account/ Rainy Day Fund (BSA), for a total reserve tally of \$23 billion.

However, out-year deficits are much larger. The budget proposal forecasts the deficit growing to \$22 billion in 27-28. As part of the Governor's May Revision, the administration intends to head off this decline by addressing spending commitments now in order to address the growing shortfall in the 2027-28.

DOF v. LAO: How did we go from an \$18 billion gap to a \$2.9 billion gap? In short, the DOF is using updated revenue performance, and it is leaning into recent strength in cash receipts and the stock market. For example, December 2025 revenue exceeded projections by \$2.9 billion, and in each month so far this fiscal year has exceeded projections by about \$1 billion each month. The LAO, by contrast, baked in a more cautious view of what happens next, including the possibility that the current run-up cools off or reverses, such as bursting the AI stock bubble. Both forecasts are in the realm of possibility with the administration's number assumes the good times don't abruptly end, and the LAO's number assumes they might. However, the LAO warns the Legislature that the Governor's proposal does not adequately address the risk.

Transportation: The Budget proposal states that the 2026-27 budget maintains the funding commitments made in the current year budget. However, it appears that some of those commitments have fallen off the table.

- *Zero Emission Transit Capital Program:* The budget does not contain \$230 million in Zero Emission Transit Capital Funds that were expected next year.
- *State Transit Assistance (STA):* Funding for the base amount of STA in 2026-27 is projected to be \$858 million. This is a little over \$30 million less than the current year, likely due to lower fuel prices. In addition, Low Carbon Transit Operations Program (LCTOP) is forecast to total only \$141 million. The LCTOP is funded by cap & invest auction revenue and is statutorily pegged at \$200 million, unless auction revenue falls short.

Transit Loan: The Governor's budget proposal referenced its support to provide loans for specified Bay Area transit operators. While the loan structure proposed by the Department of Finance was unworkable, an agreement was reached last week between Finance, Metropolitan Transportation Commission (MTC) and the Bay Area operators. The agreement will be placed into legislation soon. The proposal would provide up to \$590 million in loans administered by MTC and made to Bay Area Rapid Transit (BART), San Francisco Municipal Transportation Agency (SFMTA), Alameda County Transit (AC Transit), and Caltrain. The funding source will use Transit and Intercity Rail Capital Program (TIRCP) funds already awarded to projects, but loans would not impact the cash flow needs of the projects.

Cap & Invest: 2026-27 marks the first year of the new expenditure plan enacted by SB 840 (Limon), which totals \$4.2 billion in spending commitments. The goal of extending the cap & invest program last year was to stabilize the auction market. However, with federal threats continuing, auction revenues have not rebounded.

As specified in SB 840, if auction revenue falls below \$4.2 billion then the allocations to Tier 3 programs are proportionately reduced. The budget summary forecast auction revenues will total only \$3.7 billion. If this forecast holds, LCTOP will only receive \$141 million of the \$200 million expected, and TIRCP will receive \$283 million of the \$400 million expected from SB 840.

2026-27 Cap-and-Invest Expenditure Plan

(Dollars in Millions)

Tier	Program	2026-27	2027-28	2028-29	2029-30
Tier 1 Appropriations	Manufacturing Tax Credit	\$159	\$163	\$168	\$174
	State Operations	\$120	\$124	\$127	\$131
	State Responsibility Area Fee Backfill	\$88	\$88	\$88	\$88
	Legislative Counsel Climate Bureau	\$3	\$3	\$3	\$3
Tier 2 Appropriations	High Speed Rail Authority	\$1,000	\$1,000	\$1,000	\$1,000
	\$1 billion reserved for discretionary appropriations:				
	- CAL FIRE General Fund Shift ^{1/}	\$750	\$500	\$500	\$0
	- SB 840 Commitments	\$250	\$0	\$0	\$0
	- Remaining Amount Available for Tier 2 Discretionary Funding	\$0	\$500	\$500	\$1,000
Tier 3 Appropriations^{2/}	Affordable Housing	\$396	\$435	\$475	\$516
	Transit and Intercity Rail Capital Program	\$283	\$311	\$339	\$369
	Community Air Protection	\$177	\$194	\$212	\$231
	Sustainable Communities and Agricultural Land Conservation	\$170	\$186	\$204	\$221
	Low Carbon Transit Operations Program	\$141	\$155	\$170	\$184
	Healthy and Resilient Forests	\$141	\$155	\$170	\$184
	Safe & Affordable Drinking Water Program	\$92	\$101	\$110	\$120

^{1/} Remaining \$500 million for the CAL FIRE General Fund shift in 2026-27 is funded with additional discretionary funding from interest earnings.

^{2/} Tier 3 funding is based on auction proceeds estimates which are based on recent auction results. This scenario is presented as an example only and should not be considered as a market price forecast.

- **Discretionary Program:** SB 840 earmarks \$1 billion in auction revenue for legislative priorities. SB 840 also included legislative intent to use this revenue to implement specified programs. Of the \$1 billion in discretionary funds, the Governor’s budget proposes allocating \$750 million to CalFire, leaving \$250 million to fund the projects listed in SB 840, which include the following:
 - \$125 million for transit passes;
 - \$25 million for seed funding for a University of California Climate Research Center;
 - \$15 million for rebuilding Topanga Park;
 - \$85 million for an entity chosen by the Legislature to support climate-focused technological innovation, related research, and the deployment of climate solutions;

There are no details available on how the transit pass program would be structured; however, funding this program is a priority for Senate Pro Tem Limon.

If the Governor’s proposal is adopted and \$750 million is appropriated to CalFire, there would be no funding source for zero emission truck & bus rebates, zero emission fueling infrastructure, and zero emission demonstration programs.

Tax Adjustment: While technically there are no new taxes in the budget proposal, buried in the back of the summary is a new tax proposal. This proposal would amend existing law to require food delivery services with over \$500,000 in annual deliveries, such as Grubhub & Uber Eats, to register as Delivery Network Companies (DNC). It is currently optional for food delivery companies to register as a DNC. By mandating these delivery services to register as DNCs, it would shift the responsibility to collect and submit sales tax revenue from numerous small businesses to the DNC. This shift would improve compliance. This shift would start on January 1, 2027, and it is estimated to increase sales tax receipts by \$10 billion in 2026-27. Full year compliance would total \$20 billion annually in additional sales tax receipts. There should also be a corresponding bump in the collection of local sales tax revenue.

PLATINUM | ADVISORS

February 2, 2026

Attachment 3
 NVTA Board Item 11.8
 February 18, 2026

TABLE 1: BOARD ADOPTED POSITIONS

	Subject	Status	Position
AB 259 (Rubio, Blanca D) Open meetings: local agencies: teleconferences.	AB 259 was amended to extend the sunset date to January 1, 2030, rather than repealing the existing January 1, 2026, sunset. This bill would extend the existing authority allowing members of a legislative body to participate remotely if specific conditions are met.	Senate Judiciary Two-Year Bill	Watch
AB 954 (Bennett D) State transportation improvement program: bicycle highway pilot program.	This bill would require Caltrans to prepare a proposal for the development, including the selection of sites for a pilot program establishing branded networks of bicycle highways that are numbered and signed within 2 of California's major metropolitan areas. The bill would require the department, on or before January 1, 2030, to include the proposal in the draft ITIP and would require the department to perform all other actions necessary for the pilot program to be programmed in the STIP.	Senate Floor Inactive File	Watch
AB 1070 (Ward D) Residential developments: building standards: review.	As introduced this measure proposed to require ALL transit governing board members to demonstrate that they use public transit in order to be compensated for serving on the transit board. In addition, the bill would require the addition of 2 non-voting members to governing boards. AB 1070 was gutted and amended to address related to housing and building standards.	Senate Desk	Watch (prior version)
AB 1268 (Macedo R) Motor Vehicle Fuel Tax Law: adjustment suspension.	AB 1268 would authorize the Governor to suspend the annual inflation adjustment to the motor vehicle fuel tax upon making a determination that increasing the rate would impose an undue burden on low-income and middle-class families. The bill would require the Governor to notify the Legislature of an intent	Assembly Transp. Dead	Oppose

	Subject	Status	Position
AB 1268 <i>(Continued)</i>	to suspend the rate adjustment on or before January 10, and would require the Department of Finance to submit to the Legislature a proposal by January 10 that would maintain the same level of funding for transportation purposes as would have been generated had the scheduled adjustment not been suspended.		
SB 239 (Arreguin D) Open meetings: teleconferencing: subsidiary body.	Although the provisions in SB 239 were added to SB 707 last year, SB 239 was moved to the Assembly last week. Senator Arreguin plans to use the bill for another purpose. SB 239 proposed to allow certain types of advisory or subsidiary bodies to meet using remote/teleconference participation if specified conditions are met. SB 239 would not apply to a subsidiary body that has subject matter jurisdiction over police oversight, elections, or budgets.	Assembly Desk	Watch
SB 445 (Wiener D) Sustainable Transportation Project Permits and Cooperative Agreements.	SB 445 was gutted and amended to apply only to the California High Speed Rail Authority. Similar to prior versions of the bill, SB 445 would authorize the CHSRA to develop and adopt regulations governing third-party permits and approvals that are necessary to deliver the project.	Assembly Approps Held on Suspense	Watch
SB 569 (Blakespear D) Department of Transportation: homeless encampments.	The bill would allow Caltrans to establish a dedicated liaison to facilitate the removal of homeless encampments on Caltrans' right-of-way and authorizes Caltrans to negotiate specified terms for Delegated Maintenance Agreements (DMA) with local jurisdictions. The DMA is a contract entered into by Caltrans and a local government, in which both work together to reduce and remove homeless encampments within Caltrans' jurisdiction. This would allow local governments, under an executed DMA, to utilize local policies and procedures to streamline encampment abatement, as well as streamlining the permit process.	Assembly Transp. Two-Year Bill	Support

	Subject	Status	Position
SB 696 (Alvarado-Gil R) Sales and Use Tax Law: exemptions: firefighting equipment.	AB 696 would exempt from the sales & use tax law the purchase of firefighting equipment, including vehicles. SB 696 was amended to apply the exemption only to the state's portion of the sales tax.	Senate Approps Suspense File Dead	Watch
SB 752 (Richardson D) Sales and use taxes: exemptions: California Hybrid and Zero- Emission Truck and Bus Voucher Incentive Project: transit buses.	This bill would extend by two years the sunset date on the existing state sales tax exemption on the purchase of zero emission transit buses. The current exemption is set to expire on January 1, 2026. This bill would push it back to January 1, 2028	Senate Approps Suspense File Dead	Support



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Patrick Band, Senior Planner
(707) 259-8781 / Email: pband@nvta.ca.gov
SUBJECT: Draft Napa Countywide Active Transportation Plan Release

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) release the draft Napa Countywide Active Transportation Plan (AT Plan) for a 28-day public comment period.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The Napa Countywide Active Transportation Plan serves as a comprehensive update to the prior Countywide Bicycle Plan (2019) and Countywide Pedestrian Plan (2016). New and innovative approaches to active transportation policy and infrastructure, as well as changes in law necessitate periodic updates to ensure that planned improvements align with local and regional goals, and to better compete for limited funding to support the build-out of the active transportation network.

In coordination with planning consultant GHD, NVTA staff are presenting this draft Plan to the NVTA Board of Directors for review, discussion, and release to the community for a 28-day public comment period.

FISCAL IMPACT

Is there a fiscal impact? No.

CEQA REQUIREMENTS

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

BACKGROUND

Plan Purpose & Need

In the nearly seven years since the adoption of the last countywide Bicycle Plan, and nearly 10 years since the adoption of the last countywide Pedestrian Plan, the lens through which we analyze and invest in transportation projects and programs have changed significantly, including a deeper focus on greenhouse gas emissions, and prioritizing safe and equitable transportation options for roadway users. There have also been significant changes to laws, regulations and funding guidance for walking and biking infrastructure, programs, and planning.

With extensive input from the community and deep guidance from stakeholder agencies, the Napa Countywide Active Transportation Plan establishes a vision for walking, bicycling and other non-automotive transportation options such as e-bikes and e-scooters throughout the county. The Plan documents the existing environment, presents a thoughtful set of recommended projects and other strategies, and includes an achievable implementation plan to make active transportation safer, more accessible, and more convenient for residents and visitors to the region.

Organization

The Napa Countywide Active Transportation Plan is structured to include countywide guidance and policies to inform implementation of projects and programs throughout Napa County's communities, as well as individual chapters specific to each of the six jurisdictions – the County of Napa, and Cities/Town of Calistoga, St. Helena, Yountville, Napa, and American Canyon. Jurisdiction-specific chapters have been crafted to support countywide goals and to be adopted by each jurisdiction to guide local planning and investments in projects and programs.

The AT Plan also includes a detailed Treatment Toolkit that identifies nearly 50 project-based improvements to enhance safety, accessibility, and convenience of walking and biking infrastructure.

Public Engagement

Over the course of more than a year, NVTA and local jurisdiction staff have supported extensive community engagement and comment to inform the projects, programs, and policies included in the draft Plan. Nearly 2,000 community members were engaged in the plan development process, with more than 700 comments received through online surveys, interactive maps, and more than 30 separate in-person and virtual events, presentations, and public meetings.

Add-Data and Analysis

Through the data collection and analysis phase of the Plan, 173 miles of existing designated bicycle facilities were identified, with the largest share of existing facilities in the City of Napa and unincorporated County¹. Nearly 200 miles of sidewalk were identified during data collection, which included analysis of several rural neighborhoods and communities such as Oakville, Rutherford, and Angwin.

Local roadway networks were analyzed utilizing existing vehicle speed, volume, roadway width, and presence of any existing bicycle infrastructure to develop a “Level of Traffic Stress” or LTS, which would be used to inform recommendations with the goal of establishing local bicycle networks that serves the needs of bike riders of all ages and abilities.

Plan Recommendations

As noted above, the Plan is structured into distinct chapters addressing the specific recommended infrastructure improvements for each of the six jurisdictions in Napa County. While this memo focuses on countywide totals, detailed maps and tables identifying jurisdiction-specific recommended improvements can be found in Attachments 1 and 2.

Bicycle Facility Recommendations

Building on the recommendations from the 2019 Countywide Bicycle Plan, roadways countywide were analyzed utilizing a range of criteria including existing vehicle speed & volume, existing bike facilities, proximity to key origins & destinations (eg: parks, schools, retail), and historical collision data from the countywide High Injury Network. With engagement and input from local jurisdiction staff, a revised network of proposed facilities was developed, totaling 420 miles of new or improved bike facilities.

Table 5.1: Proposed Bicycle Network Mileage

Facility Type	2019 Existing Mileage	2025 Existing Mileage	Change 2019 to 2025	2025 Proposed Mileage	Total Future Mileage
Shared Use Path (Class I)	40.9	45.8	+4.9	74.0	119.8
Bicycle Lanes (Class II)	87.8	87.8	-	6.6	94.4
Buffered Bicycle Lanes (Class II)	-	4.9	+4.9	201.0	205.9
Bicycle Route (Class III)	13.5	7.4	-6.1	51.0	57.4
Bicycle Boulevard (Class III)	-	-	-	6.8	6.8
Rural Bicycle Route (Class III)	-	8.7	+8.7	0.8	9.5
Unclassified Bike Route	-	18.7	+18.7	5.8	24.5
Separated Bikeway (Class IV)	-	0.4	+0.4	74.0	74.4
Total	142.2	173.7	+31.5	420.0	592.7

¹ For the purposes of this Plan, existing and proposed bicycle or pedestrian facilities located on Caltrans Right of Way are attributed to the local jurisdiction in which the facility is located.

Pedestrian Facility Recommendations

Unlike the proposed bicycle network which establishes recommendations for roadways countywide, the pedestrian network focuses more narrowly on closing sidewalk gaps in existing developed areas or in proximity to key origins & destinations such as schools, parks, shopping, and transit stops. Additionally, due to limited roadway width in existing neighborhoods, if sidewalk gaps were found to be present on both sides of the street, the plan prioritizes sidewalk on the side of the street closest to key destinations. The pedestrian network also prioritizes improvements along neighborhood streets with existing or proposed bicycle facilities, reinforcing a preference for multimodal corridors where bicyclists and pedestrians can feel most comfortable.

Table 5.2: Proposed Pedestrian Network Mileage

Facility Type	Existing Mileage	Proposed Mileage	Total
Shared Use Path (Class I)	45.8	74.0	119.8
Sidewalk	199.5	18.0	217.5
Total	245.3	92.0	337.3

Next Steps

Following release of the Draft Napa Countywide Active Transportation Plan, staff invite interested residents and community stakeholders to provide comments, questions, and feedback. The final Plan will be brought to the NVTA Board of Directors for adoption on March 18, 2026.

In the months following final adoption by the Board, jurisdictions will be encouraged to adopt the plan locally. NVTA staff will support these local adoption efforts as needed, and work with local agencies to identify funding opportunities to implement elements of the plan, and track progress toward identified Goals and Objectives. Staff anticipate developing an updated map of countywide active transportation investments annually, and developing a summary report on progress toward Plan goals and objectives on a biennial basis.

This ongoing work will require close coordination with jurisdiction staff, likely in the form of an annual survey or questionnaire that will seek to capture information about improvements completed in the prior calendar year, and future planned project or program priorities.

ALTERNATIVES

None.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

The project recommendations and policies in the Active Transportation Plan are based on an “All Ages and Abilities” framework.

Goal 2 – Improve system safety in order to support all mode and serve all users.

The Active Transportation Plan incorporates user safety as a key criteria for project recommendations, and includes policies to advance existing goals to reduce or eliminate serious injuries and fatalities on Napa County roadways.

Goal 5 – Minimize the energy and other resources required to move people and goods.

By establishing an aggressive yet achievable active transportation mode share target of 10% of all trips by 2050, implementation of the Active Transportation Plan will reduce energy use for shorter trips (generally 2-3 miles or less)

ATTACHMENTS

- 1 - [Draft Countywide Active Transportation Plan](#)
Note: Plan will be posted to project website by 5pm on 2/13/26
- 2 - [Draft Countywide AT Plan Treatment Toolkit](#)



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Grant Bailey, Program Manager - Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: State Route 29 (SR29) American Canyon Alternative Analysis

RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize staff to advance Build Alternative 1 (Signalized Intersections) as the preferred alternative for continued environmental review and engineering in the PA&ED phase of the American Canyon SR29 Corridor Improvements Project and discontinue further environmental analysis of Build Alternative 2 (Roundabouts).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA is advancing the Project Approval and Environmental Document (PA&ED) phase for the American Canyon SR 29 Corridor Improvements Project in coordination with the City of American Canyon and the California Department of Transportation (Caltrans). As part of the environmental work, staff completed an intersection operations analysis, which evaluated traffic performance at key corridor intersections under the two build alternatives identified in the Project Study Report. The analysis showed that Build Alternative 1 (Signalized Intersections) significantly outperformed Build Alternative 2 (Roundabouts) from a traffic operations and level-of-service standpoint, particularly under future peak-hour conditions.

Based on the results of the intersection operations analysis, staff initiated a broader alternatives evaluation to determine whether advancing both build alternatives through environmental review was warranted. That evaluation considered traffic operations, transit performance, safety, cost, right-of-way impacts, delivery risk, and consistency with the project's purpose and need. Based on this analysis, staff recommends advancing Build Alternative 1 as the preferred alternative and screening out Build Alternative 2. NVTA provided an overview to the City of American Canyon at their February 3, 2026, meeting, and comments were generally in favor of moving forward with Alternative 1 as the preferred alternative.

FISCAL IMPACT

Is there a fiscal impact? None for this action.

CEQA REQUIREMENTS

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

BACKGROUND

SR 29 functions as both a regional connector and American Canyon's primary "Main Street," serving residents, businesses, transit, and freight while also experiencing recurring congestion, safety concerns, and limited multimodal connectivity during peak periods. These conditions have been documented through prior corridor planning efforts and the Project Study Report – Project Development Support (PSR-PDS), which identified a "No Build Alternative" and two build alternatives for further evaluation during the Project Approval and Environmental Document (PA&ED) phase.

Both build alternatives include the same corridor-wide improvements, such as a physically separated Class I shared-use path, enhanced transit stops, speed reduction, utility undergrounding, and improved pedestrian crossings, with the primary distinction being the form of intersection control – signalized intersections under Build Alternative 1 and roundabouts under Build Alternative 2.

As part of PA&ED, NVTA completed an intersection operations analysis to evaluate traffic performance at corridor intersections under opening-year and design-year conditions. The analysis demonstrated that Build Alternative 1 significantly outperformed Build Alternative 2 from a traffic operations and level-of-service standpoint, particularly during peak periods. Given the magnitude of these operational differences, staff initiated a broader alternatives evaluation to determine whether advancing both build alternatives through environmental review was warranted. This evaluation applied both qualitative and quantitative criteria and considered traffic operations, transit performance, safety, vehicle miles traveled (VMT), cost, right-of-way requirements, environmental considerations, delivery risk, and consistency with the project purpose and need.

The broader evaluation identified several substantial differences between the two build alternatives. Build Alternative 2 would require significantly greater right-of-way acquisition, including major property takes at multiple intersections, and is estimated to be approximately \$20 million more expensive than Build Alternative 1. In addition, Build Alternative 2 presents delivery concerns at the State level, as there are no examples in California of three-lane roundabouts operating consecutively along a surface street in the configuration contemplated for this corridor.

These design characteristics raise concerns regarding feasibility, approval risk, and constructability within Caltrans right of way. Finally, due to the presence of continuous through lanes exceeding one mile in length, Build Alternative 2 also carries a higher potential to induce vehicle miles traveled, which is inconsistent with the project's multimodal and congestion management objectives and if implemented, could increase overall project costs and delivery complexity.

A memorandum detailing the full alternative analysis criteria, methodology, and results is available as Attachment 1 to this Board Memo. Ultimately, the alternative analysis demonstrates that Build Alternative 1 (Signalized Intersections) performs more favorably than Build Alternative 2 (Roundabouts) across multiple evaluation criteria which has led to the recommendation before you.

ALTERNATIVES

Without an approval, staff would continue with full environmental review and engineering studies for both build alternatives. Proceeding in this manner would extend the PA&ED schedule beyond the end of 2026. The delay could limit the project's competitiveness and

jeopardize future state and federal grant funding opportunities which would limit NVTA's ability to advance the project within anticipated funding cycles.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 2 – Improve system safety in order to support all modes and serve all users

Advancing a single preferred alternative allows staff to focus environmental review and engineering on a corridor design that demonstrated superior traffic operations performance and supports reduced operating speeds, improved intersection control, and safer pedestrian, bicycle, and transit facilities.

Goal 3 – Use taxpayer dollars efficiently

Screening out the higher-cost alternative enables NVTA to focus limited PA&ED resources on a more cost-effective and implementable alternative, reduces right-of-way acquisition risk, and supports timely project advancement to remain competitive for future state and federal funding opportunities.

Goal 4 – Support Napa County's economic vitality

Advancing a deliverable and operationally effective alternative improves access to American Canyon's commercial areas, reduces congestion-related delay along SR 29, and supports reliable movement of people and goods through a key regional corridor.

Goal 5 – Minimize the energy and other resources required to move people and goods

Proceeding with the recommended alternative supports improved traffic flow, reliable transit operations, and enhanced multimodal facilities, which collectively reduce delay, idling, and inefficient travel patterns along the corridor.

ATTACHMENT(S)

(1) Draft Alternatives Analysis Memorandum

American Canyon State Route 29 Corridor Improvement Project (EA 04-0Q290)

Project Alternatives Evaluation to select the Preferred Alternative: February 9, 2026

Background:

The Napa Valley Transportation Authority (NVTA), in cooperation with the California Department of Transportation (Caltrans) and the City of American Canyon (City), proposes to provide an improved facility along State Route 29 between American Canyon Road and Napa Junction Road.

The local road improvements would include local roadway narrowing, construction of a shared-use path on both sides of SR 29, roadway lane narrowing, median construction, bus on shoulder/bus lanes, bus signal priority, utility undergrounding, and aesthetic treatments in the City of American Canyon. Caltrans, as assigned by the FHWA, is the lead agency under the National Environmental Policy Act (NEPA). NVTA is the lead agency under California Environmental Quality Act (CEQA).

Purpose and Need:

Purpose

The purpose of the project is to provide a multimodal and complete streets corridor that:

- Improves mobility for all modes of transportation along and across SR 29 between American Canyon Road and Napa Junction Road
- Improve safety for all users by incorporating Vision Zero Safe System Approach concepts
- Improve public transit bus travel time, reliability, and public safety vehicle response times
- Supports residential and commercial development in the City of American Canyon by improving access for all modes of transportation along and across the corridor

Need

The need for the project is:

- Lack of multimodal connectivity – particularly for bicycle and pedestrian access – along and across SR 29
- Lack of public transit facilities, including priority at traffic signals, and pullouts for stops
- Lack of low level-of-traffic stress¹ routing options for bicyclist/pedestrians along and across SR 29 and conflicts between motorists and active transportation users due to unseparated facilities and high-speed differentials
- Constraints at intersections cause extensive queuing, delays, and bottlenecks resulting in unreliable travel times for motorists, public transit, and negatively impacting emergency vehicle response times, as well as traffic diverting to residential streets
- Recurring traffic congestion and lack of multimodal access hinders customer access to American Canyon's "Main Street" commercial businesses
- Number of collisions along the project segment of SR 29 (1.20 collisions per million vehicle

¹ Level of Traffic Stress (LTS) evaluates the quality of the transportation network from the perspective of different types of bicyclist, which is categorized into four levels. LTS 1 has the lowest level of stress and LTS 4 has the highest level of stress. Source: California Department of Transportation, District 4. Caltrans District 4 Bike Plan.2018. Page 16.

miles) is higher than the average rates for similar facilities throughout the State (0.93 collisions per million vehicle miles).

Regionally, SR 29 provides a direct connection between Sonoma, Napa, and Solano counties along Interstate 80 (I-80) and Sonoma, Napa, and Solano counties along US 101 in the North Bay, via SR 37. Locally, SR 29 corridor functions as American Canyon’s “Main Street”, it experiences significant safety and operational deficiencies between American Canyon Road and Napa Junction Road during weekday AM and PM peak hour conditions. These deficiencies have been documented in the NVTA 2014 SR 29 Gateway Corridor Implementation Plan, the NVTA 2020 SR 29 Comprehensive Multimodal Corridor Plan, and project 2023 Project Study Report-Project Development Support (PSR-PDS) document. According to Caltrans’ Traffic Accident Surveillance and Analysis System, the project corridor experiences a collision rate of 1.20 collisions per million vehicle miles, while the State average for similar facilities is 0.93 collisions per million vehicle miles. NVTA has established five elements for road safety in their Vision Zero Plan: safe vehicles, safe speeds, safe roads, post-crash care, and safe road users.

The alternatives being evaluated are the “No-Build Alternative”, “Build Alternative 1”, and “Build Alternative 2”. Both Build Alternatives propose the same corridor improvements roadway lane narrowing, median construction, bus on shoulder/bus lanes, bus signal priority, utility undergrounding, and aesthetic treatments. The differences between the Build Alternatives are related to the intersection control type at the intersections along SR 29. The summary of the intersection control modifications are summarized in the **Table 1**, below.

Table 1: Existing and Proposed Intersection Control

<i>Cross Street</i>	<i>No-Build Alternative (Existing)</i>	<i>Build Alternative 1 (Signals)</i>	<i>Build Alternative 2 (Roundabouts)</i>
American Canyon Road	Signal	Signal	Signal
Crawford Way	Side Street Stop Controlled	Signal	Roundabout
Donaldson Way	Signal	Signal	Roundabout
Poco Way/ S Napa Junction Road	Side Street Stop Controlled	Signal	Roundabout
Rio Del Mar	Signal	Signal	Roundabout
Eucalyptus Drive	Signal	Signal	Roundabout
Napa Junction Road	Signal	Signal	Roundabout

Below is a list of evaluation criteria and contributing factors that were developed to compare the two project build alternatives to select the preferred alternative for this project. The evaluation of both alternatives using these criteria is summarized in **Table 2**. These criteria and contributing factors encompass the overall project goal and are intended to help the Project Development Team in selecting the preferred alternative.

Evaluation Methodology:

An evaluation of both the alternatives for each of the nine different qualitative/quantitative criteria is outlined in Table 1. Subsequently, each of the alternatives is scored against these criteria.

Table 2: Measure of Contributing Factors for Each Alternative

Evaluation Criteria		Contributing Factors	Alternative 1 (Signals)		Alternative 2 (Roundabouts)	
Purpose and Need	Does the Alternative satisfy the Purpose and Need for the project?	Alternative accomplishes points outlined in the purpose and need of the project.	Yes		Yes	
Traffic	Does the Alternative improve traffic operations and regional and local traffic mobility?	Level of Service During Peak Period	Opening Year 2030 AM (PM)	Design Year 2050 AM (PM)	Opening Year 2030 AM (PM)	Design Year 2050 AM (PM)
		Crawford Way	C (B)	B (B)	B (C)	C (E)
		Donaldson Way	C (C)	C (D)	F (E)	F (F)
		Poco Way/S Napa Junction Rd	A (D)	A (F)	F (C)	F (E)
		Rio Del Mar	C (D)	E (D)	F (D)	F (F)
		Eucalyptus Dr	A (C)	E (E)	F (E)	F (F)
Transit	Does the Alternative improve transit operations?	Napa Junction Rd	D (C)	D (D)	F (E)	F (F)
		Alternative improves transit operations.	Moves transit stops to the SR 29 corridor, from the Post Office.	Moves transit stops to the SR 29 corridor, from the Post Office.	Moves transit stops to the SR 29 corridor, from the Post Office.	Alternative 2's transit lane or BAT lane will be interrupted by the roundabouts, requiring buses to merge back in with general purpose traffic at each intersection.

Evaluation Criteria		Contributing Factors	Alternative 1 (Signals)	Alternative 2 (Roundabouts)
Bike and Ped	Does this Alternative improve multimodal access, safety and mobility?	Improvements to bicycle and pedestrian network, gap closure and adherence to City's future plans.	Provides Class 1 Shared-use path on both-sides of SR 29. Crossing improvements provided via median refuges, signal timing improvements, narrowed lanes, and bulbouts. Curb return radii are minimized to slow vehicle turning speed.	Provides Class 1 Shared-use path on both-sides of SR 29. Crossing improvements provided via median refuges, RRFBs/PHBs, narrowed lanes, and bulbouts. Pedestrian and bicycle path of travel may be slightly longer as crosswalks are further set back from the intersection.
Vehicle Miles Traveled (VMT)	Does the alternative potentially induce VMT?	Through lanes longer than 1 mile.	No additional through lanes.	Due to the closely spaced three lane roundabout facilities, the continuous through lanes may qualify as VMT inducing.
Safety	Does the Alternative improve Safety on the corridor all other elements being the same?	On both alternatives, The project is proposing to use Caltrans Design Information Bulletin 94 (DIB 94), which will permit the reduction of operating speed from 50 mph to 35 mph, with reinforcing traffic calming features that encourage this operating speed. For both alternatives, this will reduce collision severity. A detailed HSM Safety Analysis was not completed at this stage. Instead, a high-level analysis of Collision Modification Factors (CMF) from CMFClearinghouse was undertaken. On average, total collision increase with the conversion from a signalized intersection to a multi-lane roundabout (CMF=1.5). However, on average, collisions involving an injury (Fatal, Severe Injury, Other Injury) decreased with a conversion from a signal to a multi-lane roundabout (CMF=0.6) Safety analysis is not a one-size fit all solution, but due to the significant reduction in injury related collisions, Alternative 2 may improve safety further than Alternative 1.		
Cost	Is the Alternative cost efficient?	Project Construction and ROW Costs	Construction Cost: \$53.1M (2025 \$) ROW Cost: \$2.8M (2025 \$) Total Cost: \$55.9M (2025 \$)	Construction Cost: \$63.9M (2025 \$) ROW Cost: \$10.7M (2025 \$) Total Cost: \$74.6M (2025 \$)

Evaluation Criteria		Contributing Factors	Alternative 1 (Signals)	Alternative 2 (Roundabouts)
Environmental	Does this alternative have environmental impacts?	Environmental impacts	Similar environmental impacts.	Similar environmental impacts.
Department of Transportation Concerns	Are there any concerns from Department of Transportation regarding the design?	Design Exceptions	This alternative has design exceptions related to STAA truck turns and bus on shoulder.	This alternative has design exceptions related to STAA truck turns and bus on shoulder. 3 lane roundabouts have not been used in the state of California. Caltrans has expressed concerns over their size.
Local Preference	What are the local users and resident's preference?	Users and local residents's preference	Improves concerns about crossing SR 29 by providing median refuges, narrowing lanes, and building Bulbouts.	Similar to Alternative 1, except that pedestrians may have difficulty crossing the RABs if drivers do not adhere to the RRFBs/PHBs. The public involved in the public workshop event showed a clear preference for roundabouts over signals, provided that pedestrian safety and access concerns are addressed. The majority of comments favored roundabouts for their traffic flow and efficiency benefits, while concerns were constructive and focused on implementation details rather than opposition to the concept itself.

Evaluation Criteria		Contributing Factors	Alternative 1 (Signals)	Alternative 2 (Roundabouts)
Local Agency Preference	What is NVTAs and the City of American Canyon's Preference?	NVTA/City Staff, NVTA Board, & City Council Preference	TBD	TBD
Local Impacts	What are the local impacts by the construction of the alternative?	Construction Impacts, Staging, and TCEs	Significant impact to business and private property access during construction. Construction staging areas are proposed on empty privately owned parcels.	Similar to Build Alternative 1.
		Right of Way Impacts	Some ROW impacts at intersection corners.	Significant ROW impacts at every intersection, including either gas station demolition or building demolition at Donaldson Way.
		Driveway Impacts	Approximately 58 driveways will be constructed, reconstructed, relocated or consolidated.	Of the 58 driveways, 23 of them will be significantly affected by Build Alternative 2, and will require considerable driveway modifications, including drive aisle realignment and/or complete closure of a driveway within the roundabout influence area.

Scoring Methodology

Each evaluation criterion is assigned a value of 1 point for an evaluation result of ‘yes’ or zero points for an evaluation result of ‘no’, based on considerations of various contributing factors listed in **Table 1**. If both alternatives receive an equal or near equal evaluation result, they are both assigned a value of zero points. **Table 2** summarizes the alternatives and their scoring against each criterion.

Table 2: Scoring of Contributing Factors for Each Alternative

Evaluation Criteria	Contributing Factors	Alternative 1	Alternative 2
Purpose and Need	Alternative accomplishes points outlined in the purpose and need of the project.	1	1
Traffic	Better Intersection Level of Service During Peak Period	1	0
Transit	Better improves transit operations	1	0
Bike and Ped	Better improves Pedestrian and Bike Connectivity	0	0
VMT	No VMT Increase	1	0
Safety	CMF Qualitative Analysis	0	1
Cost	Lower Total Project Cost	1	0
Environmental	Less environmental impacts	0	0
Department of Transportation Concerns	Caltrans has less concerns related to nonstandard design	1	0
Local Preference	Alternative preferred by users and local residents	0	1
City Preference	Alternative preferred by City Council & Staff	TBD	TBD
Local Impacts	Less Temporary construction impacts	0	0
	Less Right of Way impacts	1	0
	Less Significant Driveway Impacts	1	0
TOTAL		8	3



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Rebecca Schenck, Director of Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Agreement 25-C49 with Equans Ineo Systrans USA Inc (dba Equans) for a Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) System and Automated Demand Response Dispatching Software

RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee to execute, and allow for minor modifications to Agreement 25-C49 with Ineo Systrans USA Inc (doing business as Equans) for a new CAD/AVL system and Automated Demand Response Dispatching Software for a period of up to five (5) years for an amount not to exceed \$1,850,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA issued a Request for Information (RFI) in March 2025 seeking to learn more about the innovations in CAD/AVL and whether any firms offered both CAD/AVL and Automated Demand Response functionality to allow for the Vine's fixed route and on-demand shuttles to operate on the same system. This RFI process informed the way NVTA structured its RFP, as staff found it most advantageous to either select one firm which offered both functionalities, or two firms willing to partner on a proposal and work alongside each other to ensure the best possible outcome for NVTA.

An evaluation committee consisting of NVTA transit planning staff and representatives from SolTrans and Transdev conducted the RFP review. Following a prequalification process, four firms were deemed responsive. The committee evaluated all proposals, interviewed the top three firms, and ranked Equans highest. Equans, in partnership with

Spare was selected to deliver integrated CAD/AVL and Automated Demand Response dispatching software under a five-year contract not to exceed \$1,800,000. NVTA anticipates that this partnership will significantly improve the quality and reliability of data across Vine Transit operations.

FISCAL IMPACT

Is there a fiscal impact? Yes

Current budget proposal?

FY26 (Current Year)	\$300,000	Capital Funds
FY27 Budget	\$1,076,000	Equipment, Licensing
FY28 Budget	\$157,000	Software
FY29 Budget	\$157,500	Software
FY30 Budget	\$159,500	Software

Table 1: Expenditure Plan

Use of Funds	Total
System Design and Development Phase	\$141,444
System Test and Deployment Phase	\$786,485
Software Integration and Training	\$8,096
CAD/ AVL License Years 1-3	\$214,038
Demand Response License Years 1-3	\$203,534
Tax	\$118,440
Year 4: Service + Warranty	\$153,593
Year 5: Service + Warranty	\$155,249
SMS Texting	\$18,421
Contingency	\$50,700
TOTAL COST	\$ 1,850,000

Table 2: Funding Plan

Source of Funds	Total
Transportation Development Act Capital Funds	\$ 1,350,000
Regional Measure 3 Investment Earnings*	\$500,000
TOTAL FUNDING	\$ 1,850,000

*RM 3 Transit Fund Investment Earnings

CEQA REQUIREMENTS

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

BACKGROUND

CAD/AVL systems automate bus dispatch operations, allow staff to identify the location of buses wherever they may be in the system, and provides location information to dispatchers and the public in real-time on system displays and handheld devices/smart phones to provide greater predictability of bus arrival times which enhances the passenger experience. The system can also help track accident and crime incidents by recording where a vehicle is located when an incident occurs and synchronizing that information with system cameras. Finally, the system facilitates monitoring all key performance indicators and automates reporting.

Automated Demand Response software allows staff to monitor the location of shuttles in real time and creates the functionality for users to request and track community shuttles from their mobile devices or a web-based platform. Currently, Automated Demand Response technology is used for NVTA's four shuttle services- Calistoga Shuttle, St. Helena Shuttle, Yountville Bee and American Canyon Transit. This technology sends drivers of Vine Community Shuttles their upcoming trips and provides them with turn-by-turn directions in real-time. Riders can request and track their rides from their mobile device or computer using the RideTheVine app.

NVTA has utilized CAD/AVL technology since 2014 during its first contract with Avail Technologies, Inc. In 2021, NVTA issued an RFP and selected GMV Syncromatics as its new vendor. Concurrently, NVTA has utilized Transloc, and its prior company, since 2016 for shuttle Automated Demand Response dispatching software.

NVTA has dealt with data reliability issues and attempted to pursue multiple solutions to improve the quality of data coming from Vine Transit vehicles. NVTA has worked alongside GMV Syncromatics to address reporting gaps, but has continued to face connectivity challenges. As such, NVTA issued a Request for Information (RFI) in March 2025 aimed at learning more about the innovations in CAD/AVL technology and whether any firms offered both CAD/AVL and Automated Demand Response functionality as a combined, integrated solution. NVTA received responses from the following firms:

- Avail Technologies
- Connexionz
- Equans
- ETA Transit

- HBSS Connect Corp
- Passio Technologies
- Spare
- Strategic Mapping
- TransitAMS
- TransLoc
- TripSpark
- Via

NVTA interviewed six of the 12 firms who submitted RFI response. This RFI process informed the way NVTA structured its RFP, as staff believed it would be most beneficial to either select one firm which offered both functionalities, or two firms willing to partner on a proposal and work alongside each other to ensure the best possible outcome for NVTA.

NVTA released a RFP on November 3, 2025. The RFP contained a Statement of Qualifications Form with over 100 compliance requirements related to

- 1.0 Company and Product
- 2.0 Implementation
- 3.0 Operations
- 4.0 Onboard Systems and Integration
- 5.0 Public Information
- 6.0 Reporting
- 7.0 Information
- 8.0 Demand Response Technology and User Interface Requirements
- 9.0 Demand Response Dispatch and Reservation Requirements
- 10.0 Demand Response Reporting Requirements

Four (4) firms successfully complete the Statement of Qualifications Form and submitted proposals by the December 15th 2025 deadline. The NVTA transit planning staff and representatives from SolTrans and Transdev reviewed the proposals and interviewed the top three firms: GMV Syncromatics teamed with Via, ETA Transit teamed with Spare and Equans Teamed with Spare.

Table 1: Rankings Post-Interview

Firms	Ranking
Equans + Spare	1
GMV Syncroamtics + Via	2
ETA +Spare	3

As a CAD/AVL vendor, Equans partnered with Spare on their proposal to meet NVTA's CAD/AVL and dispatching software needs for an amount not to exceed \$1,850,000. For comparison, NVTA entered into a contract in a five-year contract with two contractors at a cost of \$1,565,247 for the current CAD/AVL and Automated Vehicle Locator services.

Equans has been a provider of CAD/AVL technology since 1980, and works with transit agencies such as Marin Transit and Park City Transit. As part of this system upgrade, outdated routers will be replaced.

Spare will be taking over NVTA's Automated Demand Response needs. As an industry leader in this technology, riders will be able to plan trips using both fixed routes and community shuttles, and request rides all in a single app. NVTA will be able to keep a white-label RidetheVine app, however riders will need to download a new version developed by Spare. Alongside an enhanced passenger interface, Spare provides improved reporting capabilities which will assist NVTA staff when it comes to completing the NTD Annual Report. NVTA's current provider, Transloc, has failed to make any significant system upgrades since 2022 and NVTA staff believes this will be a welcome change for riders.

ALTERNATIVES

Without an approval, NVTA staff could:

1. Extend the current contract with GMV Syncromatics and request pricing for additional years of service. NVTA staff would also need to request pricing for additional years of service from Transloc whose current contract expires on June 30, 2026 and come back to the Board for an amendment to existing Agreement No. 22-C17. Then reissue two separate RFPs for Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) System and Automated Demand Response Dispatching Software separately, but there is no guarantee of a price reduction or improved proposals.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability

The CAD/AVL and Demand Response systems greatly improves the Vine and Community Shuttle system predictability and supports more efficient operations and monitoring.

Goal 2 – Improve system safety in order to support all modes and serve all users

The new CAD/AVL system allows the public, dispatchers and managers to know the location of Vine buses and shuttles. The system also stores this information and allows it to be replayed so that all types of incidents can be properly investigated.

ATTACHMENT(S)

(1) Contract 25-C49 with Equans



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C49

THIS AGREEMENT is made and entered into as of this ____ day of February, 2026, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and Ineo Systrans USA Inc. (EQUANS), a Corporation doing business in the State of CA, whose mailing address is 8601 Dunwoody Suite 115, Sandy Springs, GA 30350, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services to design, implement and install a complete system that combines a Computer-Aided Dispatch (CAD) software system with Automatic Vehicle Location (AVL and Auto Demand-Response Dispatching software with follow-on maintenance and support of this system; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its February 18, 2026, meeting; and

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

TERMS

NOW, THEREFORE, NVTA hereby engages in the services of CONTRACTOR, and CONTRACTOR agrees to serve NVTA 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 ("Effective Date") and shall expire three (3) years from this date, unless NVTA exercises one or both of its two (2) one-year (1-yr) options and/or unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in the Requirements Statement (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

(a) Maximum Amount. The maximum payments under this Agreement shall be a not-to-exceed total of \$1,472,036 for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum:

- Contractor's name and address, Social Security or TIN, Contact Information
- NVTA Agreement Number
- NVTA Work/Task Order Number (if applicable)
- Invoice Number
- Date of Invoice
- Milestone Task Description (if applicable)
- Description of work performed and location of work
- Key Member(s) performance hours and hourly rate

CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA 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 NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Director Administration, Finance and Policy. Such proof should 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, NVTA 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 NVTA may monitor the work performed by CONTRACTOR. NVTA 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, NVTA, in addition to any other rights or remedies which NVTA 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 NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

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

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

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

3. 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 NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA'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 NVTA 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 NVTA, 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 NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. 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 NVTA's Risk Manager, 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, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high,

either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA 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). NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

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

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

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, 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 NVTA 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 NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA 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.

NVTA
Danielle Schmitz
Executive Director
625 Burnell Street
Napa, CA. 94559

CONTRACTOR
Ineo Systrans USA Inc. (EQUANS)
Mr. Kilian Ollivier, Dir. Business Development
8601 Dunwoody Place, Suite 115
Sandy Springs, GA 30350

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

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NVTA'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 NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NVTA 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 NVTA.

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, 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 NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

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

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

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

19. **Interpretation; Venue.**

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

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

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, 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 NVTa by the State of California pursuant to Agreement between NVTa and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

(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 Attachment 1, attached hereto and incorporated herein by reference.

(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 Appendix E for RFP/RFQ #20__-__ and the Master Agreement between NVTa 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. NVTA 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 NVTA, 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 as a 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 if CONTRACTOR intends to engage any subcontractors. The national goal for participation of Disadvantaged Business Enterprises (DBE) is %. The agency's overall goal for DBE participation is %. A separate contract goal has not been established for this procurement.

(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 NVTA harmless from any liability it may incur to the United States or the State of California because of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. If NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the

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

23. **Authority to Contract.** CONTRACTOR and NVTA 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 NVTA 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 NVTA 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 NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA 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 "CONTRACTOR", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a contractor, 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 contractor under NVTA'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 NVTA from publishing or otherwise

distributing applications and information regarding NVTA 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.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

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

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

30. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

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

“NVTA”

“CONTRACTOR”

Ineo Systrans USA inc. (EQUANS)

By _____
DANIELLE SCHMITZ, Executive Director

By _____
STEPHAN GOGUET, COO, Signature

ATTEST:

By _____
LAURA SANDERLIN Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
OSMAN MUFTI, NVTA General Counsel

ATTACHMENT 1 – FEDERAL CONTRACT REQUIREMENTS

1. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the NVTA Executive Director or a designated representative and CONTRACTOR. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

2. TERMINATION

Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement, and may be cause for termination of the Agreement.

3. RETENTION OF RECORDS

Contractor agrees to keep, in accordance with generally accepted accounting principles, all records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NVTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4. AUDITS

Contractor agrees to grant NVTA or any agency that provides NVTA with funds for the Project, including but not limited to, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, and their authorized representatives access to Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor further agrees to include in all its third-party contracts hereunder a provision to the effect that the Contractor agrees that NVTA, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49 U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE contract goal of 0 percent has been established for this contract. The bidder/offeree shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeree will be required to submit the following information:

- (a) the names and addresses of DBE firms that will participate in the contract;
- (b) a description of the work that each DBE firm will perform;
- (c) the dollar amount of the participation of each DBE firm participating;
- (d) Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (e) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (d); and
- (f) if the contract goal is not met, evidence of good faith efforts.

The contractor, subrecipient, 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.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NVTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time

frame may occur only for good cause following written approval of the NVTA. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the terms of this provision may result in any or all of the following actions including but not limited to:

1. A finding of material breach of contract
2. Suspension of payment of invoices
3. Bringing to the attention of the Department

of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Forms 1 and 2 should be provided as part of the solicitation documents.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

In the event that this project is funded by FTA in whole or in part, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. 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. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NVTA requests which would cause NVTA to be in violation of the FTA terms and conditions.

9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES (Reserved)

10. STATE ENERGY CONSERVATION PLAN

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321)

11. DEBARMENT

Contractor certifies that neither it nor any of its participants, principals, or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NVTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NVTA, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. CLEAN AIR AND WATER POLLUTION ACTS

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to NVTA and understands and agrees that NVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

13. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

14. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA 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 NVTA

or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTA is solely limited to reimbursing NVTA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTA 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.

15. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTA, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTA as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

16. BUY AMERICA REGULATIONS

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. The Buy America Certification may be found on file in the offices of NVTA. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

17. COMPLIANCE WITH FTA REGULATIONS

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 the Master Agreement between NVTA 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.

18. DAVIS-BACON ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) Withholding

The NVT A shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVT A may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVTa for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government printing office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the contractor will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, Trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(h) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes

between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

19 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages : In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages : The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Contractor acknowledges and agrees 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 NVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under

the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject

22. CARGO PREFERENCE-U.S.FLAG

(a) Agreement Clauses. "Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be

transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading).

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services: **(ATTACHED)**

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 NVTA 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

1. REQUIREMENTS STATEMENT

1.1. General Information

Contractor will provide a complete system that combines Computer-Aided Dispatch (CAD) software Automatic Vehicle Location (AVL) System, and Automated Demand-Response Dispatching Software to include hardware and software. The proposed system will be designed to present an optimal, unified solution that allows NVTA dispatchers the capability to easily monitor and track vehicles performing both fixed route and demand-response service and NVTA personnel the ability to track ADA compliance and utilize reporting tools. Contractor will do project implementation, installation, system configuration, and support services. Contractor will also perform regular maintenance on the system during the contract term of the contract.

1.2. Submittals

Following award but prior to starting or completion of work, Contractor will provide the following submittals to NVTA:

1. Project Schedule
 - a. Develop a project schedule using a Gantt chart or similar. Implementation begins with a Notice-to-Proceed with roll-out taking place no later than 07/01/2026. Include all relevant project phases and elements including at least design, server configuration, hardware procurement & installation, system integration, testing, training, system acceptance, and Go-Live. (Include proposed project schedule as a Gantt chart or similar)
2. System Security Plan
 - a. Contractor will develop a comprehensive System Security Plan that identifies the system elements that require protection; potential threats and risks; and mechanisms, procedures and processes to deter, detect and neutralize such threats and risks; detail how the system protects consumer's Personally Identified Information (PII) from potential threats and risks. The plan shall also identify any expectations or responsibilities of the transit agency related to the provision of system security. This plan must be reviewed and approved by the contracting agency.
3. Integration Test Plan
 - a. A formal Integration Test Plan for all external systems will be developed and executed as part of the project using Section 1.6. Current Technology. Part A will cover external systems (e.g. scheduling system, agency website) and Part B will cover onboard systems (e.g., headsigns, farebox, Clipper.) Contractor staff will perform these tests. Transit agency staff must witness and sign off all Part A tests on three vehicle types and at minimum the first three coach for Part B tests.
4. Training Plan
 - a. A formal Training Plan will be developed and executed as part of the project.

It will include discrete tracks for at least System Administrators/I.T., Supervisors/Dispatchers, Road Supervisors, Operators, Planners, Vehicle Maintenance and Wayside Signage Maintenance. The program includes a combination of live training, pre-recorded video training, and electronic training materials. All pre-recorded and electronic materials remain available to staff at no cost as long as the agency remains under contract to use the CAD/AVL and Demand Response system.

5. Acceptance Plan

- a. An Acceptance Plan will be developed and executed as part of the project. The Plan will be developed by Contractor with Agency input and will include sufficient detail to demonstrate that the system meets the requirements required by Contract. The Plan will identify the procedures to be used, the resources required, and the expected outcomes. The Acceptance Plan will be executed by the Agency, which may request either on-site or remote assistance of the Contractor.

6. Post “Go-Live” Support/Maintenance Plan

- a. A formal post Go-Live Support Plan will be developed that includes monitoring of on-site systems, on-board hardware support, and remedial training, etc. for at least 30 days.

1.3. Current Technology

Current technologies in use at NVTA are outlined below and in **Appendix B, Fleet Information**.

1.4.1 CAD/AVL System: NVTA currently uses GMV Syncromatics CAD/AVL system via a 2022 procurement. This system is installed on all forty-six (46) fixed routes and ten (10) paratransit vehicles

1.4.2 Demand Response System: NVTA currently uses Transloc via a 2022 procurement. The only hardware used for this system is iPads and the corresponding mounts. These are installed on all six demand response vehicles

1.4.3 Voice Communications: NVTA uses radios for voice communications. These are expected to be retained and, ideally, incorporated into the new CAD/AVL system. NVTA are open to the idea of shifting to VOIP for primary voice communications if proven adequate in quality & coverage and cost-effective. However, due to signification areas of known cellular service degradation, all NVTA intend to retain their public mobile radio systems. In the event these cannot be integrated into the new CAD/AVL system, they'll remain as standalone backup communications mode. In your proposal, consider and describe both the feasibility and the cost-benefit of radio system integration.

1.4.4 MDTs and Data Communications: NVTA uses GMV Syncromatics Getac tablets for fixed routes and iPads with Transloc Driver app installed for on-demand. Getacs will be replaced under this procurement and a new 5G cellular data connection provided either in a new tablet or MDT or in a separate Mobile Access Radio (MAR). iPads would either be replaced, if the CAD/AVL vendor

was able to provide one MDT for both fixed-route and on-demand services, or NVTA would look to continue to utilize iPads for on-demand if the automated demand response software was available to download from the Apple App Store.

- 1.4.5 Routers:** NVTA currently has twenty-three (23) Digi TransPort WR64 MARs, as well as Twenty-three (23) Cradlepoint R1900 routers, each featuring dual-sim ports connected to both AT&T and Verizon networks. NVTA is looking to keep all Cradlepoint routers and replace all Digi routers with Cradlepoint as part of this installation so that all 46 fixed route buses have the same type of router. Due to the poor cellular connectivity in Napa Valley, NVTA is actively seeking enhanced antennae to improve the visibility of vehicles for dispatchers and passengers. In your proposal, please identify any wide-band antennae options that have been successful for your partner agencies, and which could have the potential to improve NVTA's vehicle connectivity. NVTA intends to implement a pilot project of wide band antennas around the time of implementation of the new CAD/AVL system.
- 1.4.6 Onboard Integration:** GMV Syncromatics integrates with all onboard technology through J1708 port.
- 1.4.7 Fareboxes:** NVTA utilizes GFI Genfare Odysseys & Genfare Fastfare boxes. Clipper integration with Clipper 2 to minimize driver log-on and onboard equipment is mandatory.
- 1.4.8 APCs:** NVTA uses UTA's model 30 IR system. These have been certified by the FTA and NVTA prefer to keep and integrate them with the new CAD/AVL system.
- 1.4.9 Headsigns:** NVTA use various models of Luminator, Transign, I/O Controls, and Hanover headsigns. NVTA seeks a CAD/AVL provider which can integrate with these four headsign manufacturers.
- 1.4.10 Cameras/DVRs:** NVTA uses TSI camera system hardware.
- 1.4.11 Scheduling system:** NVTA uses Remix as its scheduling software.
- 1.4.12 Transit Signal Priority (TSP):** Six fixed route vehicles are currently integrated with MioVision TSP hardware and the new CAD/AVL provider must be prepared to integrate new Cradlepoint routers with this TSP software system. NVTA may choose to add TSP hardware to additional buses during the life of this contract.
- 1.4.13 Transit Center and Bus Stop digital signage.** NVTA has web-based eTIDs located at the Soscol Gateway Transit Center and are seeking a CAD/AVL vendor to provide a web-based platform to display upcoming departures here at our main transit center, and at future sites after eTIDs are installed. Currently, these are also being installed at Imola Park and Ride and Redwood Park and Ride.
- 1.4.14** Onboard hardware that is **expected to be replaced** under this CAD/AVL system procurement includes: GMV Syncromatics, Getac tablets, Digi Routers and potentially also, GPS antennas, AVA amplifier and iPads if the new Demand Response Software is not compatible.
- 1.4.15** Hardware that is **not expected to be replaced** includes radios, MARs, headsigns, fareboxes, APCs, AVA speakers, cameras, Cradlepoint routers, Clipper validators, and DVR systems.

1.4. Agency Goals

The Agency's goal is to implement a new CAD/AVL and automated demand response dispatching system that advances NVTA ability to make safer, more reliable, and more timely transit service decisions. Ultimately, the objectives of the project are to provide better service management, better asset performance, better customer information, and better operational plans and schedules through a set of integrated technologies.

The operational goals for the CAD/AVL system include:

1. **Improve Dispatch Reliability and Efficiency** – By directing more and better real-time information to dispatchers and supervisors, time-consuming and distracting radio communications can be minimized. With real-time information at their desk, staff can respond better to public inquiries, adapt more quickly & easily in case of emergencies, and make any necessary service adjustments. With more data and a more powerful mobile app, Road Supervisors can more effectively manage service delivery in the field.
2. **Improve Predictive Arrivals for Passengers** – NVTA is looking to make significant improvements to real-time arrival information on our passenger-facing interactive map & on Google Transit, Transit App, Apple Maps, etc. This will be performed through a combination of the implementation of a new CAD/AVL system & improved antennae coverage through the potential integration of wide-band antennae.
3. **Improve On-time Performance** – The AVL system shall display continuous, real-time information to drivers to speed up or slow down between established time points to stay on schedule. It shall collect & report OTP data to permit transit planners to spot systematic schedule adherence problems. With this information, planners will be able to adjust routes or schedules accordingly. The system will also provide flexibility to set and adjust the parameters for on time performance.
4. **Increase Ridership** – By improving on-time performance, automating on-board announcements and signs, and making transit more user-friendly by enabling 511 Transit and third-party vendors to produce mobile applications. Increasing the availability of real-time information to transit riders will allow them to plan for upcoming trips, select specific stops to find real time departures, set alarms for upcoming departures, and view current loads to help choose the best route and bus. Upgrading to Clipper 2 when available will provide better and easier payment options.
5. **Improve Scheduling and Planning** – By providing more accurate data and more flexible access to it, allowing easier analysis and the development of more realistic schedules. The CAD/AVL system should provide robust access to a historical database which enables planners and transit analysts

to select more effective bus stop placements, to create more realistic schedules, and to generate more accurate ridership counts.

6. **Improve Data Management and Reporting** – By automating data collection and improving the accuracy and accessibility of data for transit operators, transit planners, and National Transit Database (NTD) passenger mile reporting.

The operational goals for the Automated Demand-Response Dispatch include:

7. **Improve Data for Passengers and the Entire Operations Team-** provide route and vehicle information in real-time via a web and app interface to users, schedulers, dispatchers, drivers (via in-vehicle equipment), supervisory personnel and managerial personnel.
8. **Maintain an Application Personalized to NVTA** - The existing Demand Response application is a white label app and is called the RidetheVine App. NVTA would like the ability to have a unique name for the app with a personalized name for each of the four distinct services, American Canyon Transit, St. Helena Shuttle, Calistoga Shuttle and the Yountville Bee.
9. **Improve Data Management and Reporting** – By automating data collection and improving National Transit Database (NTD) passenger mile reporting. Development and distribution of a GTFS-Flex feed to support including in trip planning applications and enable riders to travel seamlessly from demand response to fixed route and vice versa.

Project Payment Milestone	% of Implementation Cost
System design documents complete and accepted by agency	10%
Onboard hardware installed and accepted by agency	30%
Public signage installed and accepted by agency	5%
Training complete and accepted by agency	10%
Seven (7) days system operation beyond go-live	30%
Thirty (30) days system operation beyond go-live	10%
Closure of all Customer Support issues opened prior to 7 days after system go-live	5%
TOTAL	100%

- 1.5. **Appendix A Glossary (Attached)**
- 1.6. **Appendix B Fleet Information (Attached)**

Appendix A

Glossary

ABC	Automatic Bicycle Counter
APC	Automatic Passenger Counter
API	Application programming Interface (used primarily for 3 rd -party integrations)
AVA	Automatic Voice Announcement system for voice annunciation of service messages & upcoming stops
BAFO	Best and Final Offer
CAD/AVL	Computer-Aided Dispatch/Automatic Vehicle Location
Clipper, C1, C2	The San Francisco Bay Area's regional transit fare payment card system; may refer to Clipper ver. 1, live since 2010, or Clipper ver. 2, due in late 2021
DVR	Digital Video Recorder
EA	Emergency Alarm
FAR	Federal Acquisition Regulation, Foresight Augmented Reality
FMS	Fuel Monitoring/Management System
FOIA	Freedom of Information Act
FTA	Federal Transit Administration
GPS	Global Positioning System
GTFS	General Transit Feed Specification
GTFS-RT	General Transit Feed Specification-Real Time
IEB	Interface Expansion Box
IVR	In-Vehicle Router/Gateway
IVU	Integrated Vehicle (Logic) Unit
LAN	Local Area Network
MAR	Mobile Access Radio
MDC	Mobile Data Computer (aka MDT)
MDT	Mobile Data Terminal (aka MDC)

MTC	Metropolitan Transportation Commission
NTD	National Transit Database
RFI	Request for Information
RFP	Request for Proposal (formal solicitation)
RWD	Responsive Web Design
TNC	Transportation Network Companies
TSP	Transit Signal Priority
VLU	(Integrated) Vehicle Logic Unit
WLAN	Wireless Local Area Network

Appendix B Fleet Information

Napa Valley Transportation Authority

Vehicles				Automatic Passenger Counters (APC)	Automatic Voice Annunciators (AVA)		Farebox	Headsign	Cameras/DVR
Qty	Make	Model Year	Model	System Installed?	Microphone/PA System	AVA Installed?	Make/Model	Make/Model	Make/Model
14	Gillig	2025	40' battery electric	UTA model 30	Yes	Yes	Genfare Fastfare	Luminator	TSI-CAM-00007/ TSI-XDMR Series
11	El Dorado	2013, 2016	40' diesel	UTA model 30	Yes	Yes	Genfare Odyssey	4 Luminator 7 Hanover	TSI-CAM-00007/ TSI-XDMR Series
8	El Dorado	2013, 2016	35' diesel	UTA model 30	Yes	Yes	Genfare Odyssey	6 Luminator 2 Hanover	TSI-CAM-00007/ TSI-XDMR Series
5	El Dorado	2013	35' CNG	UTA model 30	Yes	Yes	Genfare Odyssey	Luminator	TSI-CAM-00007/ TSI-XDMR Series

6	El Dorado	2016	32' CNG (Axess)	UTA model 30	Yes	Yes	Genfare Odyssey	Transign	TSI-CAM- 00007/ TSI-XDMR Series
5	BYD*	2021	30' electric (K7M-ER)	UTA model 30	Yes	Yes	Genfare Odyssey	I/O Controls	TSI-CAM- 00007/ TSI-XDMR Series
25	Ford**	2007, 2011, 2014, 2016, 2020, 2024, 2025	El Dorado Aeroligh t; Starcraft ; and Glaval Cutaway s	N/A	Yes (10 Glavals only)	Yes	Genfa re Odyss ey	Luminator & Hanover	TSI-CAM- 00007/ TSI-XDMR Series
74									

*- two additional BYD K7M-ER on order, expected in FY 27

** - Due to low spare ratio, cutaways are frequently used in fixed route service
Voice Communications: Communications: High-band
Motorola Model XPR5550e, 4G cellular data
modem
Data Communications: Digi/Transport WR64; CradlePoint
IBR900

MDC/VLU GPS receiver: Garmin/Can310



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Rebecca Schenck, Director of Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Mobility Manager Update

RECOMMENDATION

Information only

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Accessible Transportation Needs Assessment (ATNA) study identifies barriers to mobility for seniors and individuals with disabilities across Napa County and proposes strategies to enhance equitable and accessible transportation options. The plan was adopted by the NVTA Board in May 2025.

One of the six primary strategies identified under the ATNA was to establish a dedicated mobility manager. The Metropolitan Transportation Commission (MTC) has since drafted guidance entitled "Framework for Designating Mobility Manager in Each County" (Attachment 1). After reviewing this guidance, NVTA plans to utilize one of its existing staff members, in conjunction with Connections Napa Valley, as the Napa County Mobility Manager for a six-month pilot program. This way, NVTA can get a sense of the hours and the skills necessary for a Mobility Manager in Napa County. Throughout the pilot, NVTA will be looking for funding for the long-term Mobility Manager from MTC as well as local sources.

FISCAL IMPACT

None for the six-month pilot program

CEQA REQUIREMENTS**ENVIRONMENTAL DETERMINATION**

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

BACKGROUND

Mobility management is an approach for organizing and developing transportation services, not through the traditional program-centered approach typically used by public transit and human services transportation programs, but instead, through a more case management centered approach built around the individual seeking transportation services. Mobility management services could cover a wide range of activities, such as travel training, coordinating services between different providers, information and referral services, trip planning, brokerages, and gap service development.

MTC is recommending that each County designate a Mobility Manager. At the same time, Napa County established Connections Napa Valley, which provides a wide range of referrals, resources, and services to Napa County residents with disabilities and to seniors over 60, who are facing life's challenges. Examples include addressing housing issues, food security, transportation, elder abuse, and access to healthcare (<https://connectionsnapacounty.org/>).

As you can see, Connections Napa Valley is serving as a one-stop shop for residents with Seniors and Disabilities for many things, including transportation. The idea for the pilot program would be for Connections Napa Valley to direct calls related to transportation to an NVRTA staff member designated as the Mobility Manager. This staff member will document the number of calls received and the information provided to callers. The Mobility Manager will also document when there are trips that cannot be performed by any Napa County providers to identify the scale of existing gaps in service. This pilot will help NVRTA determine the best way to proceed with a long-term Mobility Manager program.

ALTERNATIVES

None

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability

The Mobility Manager seeks to improve transportation access and mobility for seniors, disabled individuals and others in need of assistance

ATTACHMENT(S)

- 1) Metropolitan Transportation Commission: Framework for Designating Mobility Manger in Each County

Metropolitan Transportation Commission

FRAMEWORK FOR DESIGNATING MOBILITY MANAGERS IN EACH COUNTY

Contact: Drennen Shelton, MTC
dshelton@bayareametro.gov

Process for Transit Transformation Action Plan Action 21

Summary

Under the region's Transit Transformation Action Plan, MTC staff will work with stakeholders around the region to designate one organization or agency per county to act as the county's mobility manager. A mobility manager helps riders access transportation services and works with transit agencies and non-profit transportation providers to better coordinate services. Each county's mobility manager will ensure that information and referral services are provided countywide, ensure that travel training services are available countywide, will ensure that all ADA-paratransit riders are referred to information and referral services, and will report semi-annually on its activities. Mobility managers will report to the county paratransit coordinating council and MTC.

MTC will hold county-based forums around the region this summer and fall to provide information on current and planned mobility management activities and facilitate a discussion of possible organizations and agencies to be designated as mobility manager.

This document provides more details about mobility management in the Bay Area, the process for designating mobility managers, and the roles and responsibilities of mobility managers. This document also provides a draft list of agencies and organizations that will be invited to the county-based meetings. Please provide your feedback on this information to: dshelton@bayareametro.gov.

Introduction

MTC and the region's transit agencies have embarked on initial steps to implement Action 21 of the [Transit Transformation Action Plan](#): "Designate a Mobility Manager to coordinate rides and function as a liaison between transit agencies and other providers in each county, consistent with the [Coordinated Public Transit-Human Services Transportation Plan](#)." Mobility management is an approach for organizing and developing transportation services not through the traditional program-centered approach typically used by public transit and human services transportation programs, but instead, through a more case-management centered approach built around the individual seeking transportation services.

Mobility managers may be non-profit organizations, transit agencies, county transportation authorities, or other government agencies. Mobility management services cover a wide range of activities, such as travel training, coordinating services between different providers, information and referral services, trip planning, brokerages, and gap service development.

Background

The implementation of mobility management to better serve the Bay Area’s transportation-disadvantaged populations has been a priority recommendation since 2007, when the region’s first Coordinated Plan was developed. In February 2013, MTC held a Bay Area-wide summit to create a vision for mobility management for the region. Summit participants represented transit agencies, county transportation authorities, regional centers, independent living centers, MTC and transit agency policy advisors, and MTC Commissioners (Attachment A). Grounded in the recommendations of the 2013 Coordinated Plan and the [Transit Sustainability Project](#), a consensus was reached on a regional definition of mobility management, minimum functions to be included under Bay Area county-based mobility management, and the process to be followed when designating mobility managers. The definition, geographic designation, functions, and designation process have been re-confirmed and updated through the 2018 and 2024 updates to the Coordinated Plan.

Although all counties in the Bay Area have some mobility management services (Attachment B), not all counties have an officially recognized mobility manager. Further, existing functions are not provided countywide in all cases and may not be fully coordinated with existing transportation services. The goal of implementing mobility management under Action 21 is to fill the gaps in mobility management coverage where they exist, to adopt a universal set of best practices for county-based mobility management, and to develop roadmaps for each county to bolster its existing mobility management operations to meet the best practice recommendations where necessary.

Proposed Action 21 Mobility Management Definition, Geographic Designation, Functions, and Designation Process

The following mobility management definition, geographic designation, functions, and designation process are proposed to be used under Action 21.

Regional Definition of Mobility Management

“Mobility management is a strategic, cost-effective approach to encourage the development of services and best practices in the coordination of transportation services connecting people needing transportation to available transportation resources within a community. Its focus is the person — the individual with specific needs — rather than a particular transportation mode.

Through partnerships with many transportation service providers, mobility management enables individuals to use a travel method that meets their specific needs, is appropriate for their situation and trip, and is cost-efficient.”

Geographic Designation

While mobility management can operate in many ways (e.g., organized by city, county, subregion, etc.), Bay Area mobility management is county-based. The designation of

mobility management entities by county not only provides clear, understandable boundaries for both riders and transportation providers, it is also compatible with existing revenue streams. Transportation tax revenues and other county-based funding streams such as health and human services funding is easily accessed by county-based mobility management, while still allowing for access to transportation funds available through city, state, or federal programs.

The county-based mobility management approach is right-sized to stay updated with ever-changing local circumstances (like non-profit agency-provided service and staff changes) while still being responsive to the nuances of local physical and political conditions. A county-based approach should not result in ignoring the realities of intercounty travel needs or result in more siloing but rather is effective for building relationships locally and regionally. Mobility managers should become familiar with basic information about transportation options in adjacent counties and coordinate with one another to facilitate cross-county travel and information sharing. A regional mobility management system would be far less effective and efficient at building the necessary relationships with local stakeholders responding quickly to changing conditions on the ground.

Minimum Required Functions of Mobility Management

Bay Area mobility managers ensure that a range of related activities are carried out, including but not limited to the following three functions:

1. Information and Referral Services:

- Outreach to riders and service providers
- Referrals to transportation services and programs, including public transit services, travel training, and complementary transportation services such as volunteer driver programs, taxi voucher programs, and other community-based services
- Provide a centralized “one call/one click” resource center for riders seeking specialized information about local transportation
- A user-friendly, up-to-date transportation resources database that is available to the public online and in print
- Translations must be available to comply with a county-based Title VI Limited English Proficiency (LEP) four factor analysis
- Information and Referral Services may also include services ranging from a website and database listing resources to a fully customized trip planner, and program eligibility verification

2. Travel Training:

- Services that instruct transportation-disadvantaged populations (people with disabilities, older adults, youth, veterans, and low-income

populations) countywide to travel safely and independently on fixed-route and other transportation services in their community.

- Travel training may also include instructions on web- and app-based transportation services
- Mobility managers do not need to operate travel training services directly but should coordinate with travel training services in their county so that eligible individuals are effectively referred to travel training

3. Coordination and Integration with ADA Paratransit Eligibility Evaluations:

- Work within the ADA paratransit eligibility process to support and encourage applicants and users of ADA paratransit to make use of all transportation resources and not rely solely on paratransit
- Mobility management principals are specifically included in the ADA paratransit eligibility process to ensure that paratransit riders and applicants are made aware of and referred to other transportation services available to them
- Mobility managers do not oversee eligibility functions but instead, is a step within the ADA eligibility process
- This component is consistent with recommendations under agreement preceded by the Transformation Action Plan Action 25: “Adopt Standardized Eligibility Practices for Programs that Benefit People with Disabilities”

Designation Process for a Mobility Manager

MTC will use the following framework to reach consensus on and subsequently designate a mobility manager in each county. The initial period of designation for new mobility managers will be up to three years or longer for renewal designation periods.

MTC will host a countywide forum that will include all applicable and relevant stakeholders, including transit agency staff and board members, county transportation authorities, paratransit coordinating councils (Attachment C), boards of supervisors, non-profit organizations (including federal transportation funding recipients), city departments, county agencies, independent living centers, relevant policy advisory committee members, and MTC Commissioners. Stakeholder lists (Attachment D) will be circulated for input to transit agency partners, paratransit coordinating council chairs, and other leading entities that currently perform or utilize mobility management functions. These leading entities will be invited to collaborate on forum planning.

The forum will:

- Provide background on this planning effort (MTC)

- Provide an overview of past and current mobility management functions within the county (MTC and applicable agencies/organizations)
- Provide an overview of planned mobility management functions for the future (applicable agencies/organizations)
- Facilitate a discussion of possible entities to take the lead as mobility manager (MTC)

Once there is broad agreement on the candidate entity in each county, MTC will use the follow process to designate a mobility manager¹:

- Applicant entity makes the request for designation as the county’s mobility manager with the relevant endorsement of and letters of support from partner agencies within the county.
- MTC notifies the applicable stakeholders (transit agencies, county board of supervisors, paratransit coordinating council, and the county transportation authority) of its intent to designate the applicant as the mobility manager in the county and provide a 30-day period of public comment.
- After the period of public comment, MTC staff evaluates the candidate and its request for consistency with mobility management activities as outlined in the Coordinated Plan.
- MTC's evaluation of mobility manager candidates will consider various factors, including but not limited to:
 - Past mobility manager designations and performance and relevance of activities to the current coordination objectives.
 - The scale of geography covered by designation request.
 - Extent to which the applicant was identified as the result of a countywide process involving relevant stakeholders aimed at improving mobility and transportation coordination for transportation-disadvantaged populations.
 - The applicant's existing and potential capacity and intended plan for carrying out mobility management functions described in the Coordinated Plan.
 - Institutional relationships and support, both financial and in-kind, including evidence of collaboration and coordination efforts with other public and private transportation and human services providers.
- MTC staff develop designation recommendations for review by the Regional Network Management Customer Advisory Group, the Regional Network Management Council, and the Regional Network Management Committee. Recommendations also include a period of designation with the general guidance

¹ This process replicates the process for designating Consolidated Transportation Service Agencies (MTC Resolution 4097).

of three years for an initial designation for new mobility managers and five years or longer for subsequent designation periods.

- Commission considers the designation.
- MTC notifies the applicable transit agencies, county board of supervisors, paratransit coordinating council, the county transportation authority, and the Caltrans Section 5310 office of designation.

Key Considerations for Implementing Mobility Management

There are several key considerations when considering the implementation of mobility management, including but not limited to:

- The extent to which mobility management activities and future plans are based on local planning efforts and gaps analysis that incorporates input from relevant stakeholder partner agencies, and the relative likelihood of success in improving mobility for transportation-disadvantaged populations
- The relevance, scale, and effectiveness of current mobility management activities
- The extent to which functions and planning involves relevant stakeholder agencies who are aiming to improve mobility and coordination for transportation disadvantaged populations
- The extent to which plans and proposals are focused on improving mobility and coordination for transportation-disadvantaged populations
- Institutional relationships with and support from local partner agencies for the mobility manager, both financial and in-kind
- Existing and potential institutional capacity for ensuring that mobility management functions are accomplished

Roles and Responsibilities of Mobility Managers

Once officially designated, mobility managers will advance at least the three minimum required functions countywide: information and referral services, travel training, and coordination and integration of mobility management activities with ADA paratransit eligibility evaluations. The designated mobility manager need not be the entity performing all the functions but should be able to verify that each function is operational and effectively coordinated countywide.

The mobility manager will adhere to and advance key goals and principles for mobility management. These include the following:

- Focus on the individual: Provide services that respond to individual mobility needs and gaps in the county.
- Strengthen coordination: Establish and enhance connections between service providers within the county and neighboring counties.

- Improve accessibility and livability: Create a navigable function for riders to understand transit options available to them.
- Maintain diverse perspectives: Sustain and support services that serve different populations and address various mobility and equity challenges and needs, as well as the needs of partner agencies.
- Continuous engagement: Listen and learn from riders and potential riders of their mobility needs and provide educate and awareness of available services.
- Promote financial sustainability: Improve efficiency and efficacy of services through coordination.
- Ensure safety, security, and satisfaction: Instill confidence in riders to use services safely, regardless of mobility challenges and assist in improving interactions between customers and service providers.

Assessment of Mobility Manager

Because mobility management is wide-ranging and encompasses diverse responsibilities, performance will be assessed based on reports prepared by the mobility manager, which will include both qualitative and quantitative metrics. Potential requirements and metrics are listed below.

1. Mobility managers will prepare reports semiannually summarizing activities performed and their relation to the goals of mobility management.
2. Mobility managers will attend paratransit coordinating council and transit agency advisory committee meetings, make reports, and respond to requests for information.
3. Mobility managers will participate in the Bay Area Regional Mobility Management Group, a regional working group of mobility managers, to share program and service inventories and information, share best practices, and to coordinate across counties.
4. Mobility managers will coordinate with paratransit coordinating councils, transit agencies, and human services transportation providers to inventory existing transportation services and study gaps analysis and prioritizations for future services to better serve transportation-disadvantaged populations.
5. Mobility managers will collect and report the number and disposition of information and referral contacts for information and referral services and for coordinating with ADA paratransit eligibility.
6. Mobility managers will collect and report all relevant data regarding travel training programs within the county, including but not limited to the quantity of trainings, post-training surveys, outreach, and other relevant data.
7. Mobility managers will provide a resources report that describes in detail the budget, funding sources, operating partnerships, staff resources allocated,

services performed, and equipment used in mobility management activities and an analysis of how the expenditure of these resources benefit riders. If the functions are provided by another entity, the mobility manager should work with that entity in collection and reporting.

8. In addition to objective metrics regarding the performance and cost effectiveness of mobility management programs, mobility managers will provide community testimonials in the form of feedback from riders on the impact of mobility management services on their transportation experiences.

As the period of designation ends, MTC and the paratransit coordinating council will evaluate the performance of the mobility manager using the designation criteria. If a re-designation is sought, the same process of designation will be used.

Attachment A

2013 Regional Mobility Management Summit participants

Participant	Affiliation
Adrienne Tissier	MTC/SamTrans
Amy Worth	MTC/County Connection
Annette Williams	SFMTA
Corinne Goodrich	SamTrans
Daryl Halls	Solano Transportation Authority
Dave Cortese	MTC
David Rzepinski	Marin Transit
Dolly Sandoval	MTC Policy Advisory Council
Federico Lopez	MTC Policy Advisory Council
Gillian Gillett	SF Mayor's Office
James Shorter	Golden Gate Regional Center
Jim Spering	MTC/Solano Transportation Authority
Katie Heatley	Outreach and Escort, Inc.
Lee Pullen	Santa Clara SSA Dept. Aging /Adult Services
Marie Marchese	Golden Gate Regional Center
Naomi Armenta	Alameda County Transportation Commission
Pamela Fadem	AC Transit Accessibility Committee
Paul Branson	Marin Transit
Phil Mcguire	Paratransit Inc. (Sacramento)
Rick Ramacier	County Connection
Tom Roberts/Matthew Wilcox	NVTA (formerly NCTPA)
Tyler Hewitt	Becoming Independent
Ben McMullan	Center for Independent Living

Attachment B

Current Mobility Management Activities by County

Alameda County

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
Ride-On Tri-City!	Ride-On Tri-City!	Ride-On Tri-City! (assist with setting up ADA applications and in-person interviews)
Access Alameda	Center for Independent Living	Access Alameda (all three ADA applications in one place)
Eden I&R (2-1-1)	Community Resources for Independent Living	CIL Community Connections (navigate ADA paratransit application process)
Aging & Disability Resource Connection	LightHouse for the Blind and Visually Impaired	
	City of San Leandro FLEX RIDES	
	Through the Looking Glass	
	United Seniors of Oakland and Alameda County	
	East Bay Paratransit	
	Livermore Amador Valley Transit Authority	

Contra Costa County

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
CCTA One-Call One-Click (in progress)	Independent Living Resources	
Way to Go, Contra Costa! booklet and website (Mobility Matters)		
Contra Costa Crisis Center (2-1-1)		
Contra Costa County's Employment & Human Services Department's		

Information & Assistance Helpline		
-----------------------------------	--	--

Marin County

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
Marin Access	Marin Access	Marin Access Travel Navigations (assist with ADA applications)
Aging & Disability Resource Connection		
2-1-1 Bay Area		
Aging & Adult Information and Assistance Line and Community Resource Guide		
One Door Marin		

Napa County

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
VineGo	Vine Transit Ambassador Program	Molly's Angels (assist with ADA application process)
Molly's Angels		
2-1-1 Bay Area		

San Francisco

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
San Francisco Paratransit Mobility Management Center	San Francisco Paratransit Mobility Management Center	San Francisco Paratransit Mobility Management Center
Aging & Disability Resource Connection		
3-1-1		
2-1-1 Bay Area		

San Mateo County

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
Peninsula Rides	Peninsula Rides	
Senior Mobility Guide	San Mateo Mobility Ambassadors	

Aging & Disability Resource Connection		
2-1-1 Bay Area		
CID San Mateo Information & Referral		

Santa Clara County

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
Mobility Assistance Program	Mobility Assistance Program	
VTA Senior Mobility Guide		
2-1-1 Santa Clara		

Solano County

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
Mobility Call Center	Mobility Call Center	ADA Paratransit Eligibility Center For Solano County; Intercity Taxi Card Program
Aging & Disability Resource Connection		
2-1-1 Bay Area		

Sonoma County

Information and Referral	Travel Training	Coordination with ADA Paratransit Eligibility
Sonoma Access	Santa Rose City Bus Travel Training Program	
Aging & Disability Resource Hub		
United Way Wine Country (2-1-1)		
Accessing Coordinated Care and Empowering Self-Sufficiency (ACCESS)		

Attachment C

Bay Area County Paratransit Coordinating Councils and Host Agencies

County	Committee Name (Host Agency)
Alameda	Paratransit Advisory and Planning Committee (PAPCO) <i>(Alameda County Transportation Commission)</i>
Contra Costa	Contra Costa Paratransit Coordinating Council <i>(Contra Costa Transportation Authority)</i>
Marin	Marin Paratransit Coordinating Council <i>(Marin Transit)</i>
Napa	Napa Paratransit Coordinating Council <i>(Napa Valley Transportation Authority)</i>
San Francisco	San Francisco Paratransit Coordinating Council <i>(San Francisco Municipal Transportation Agency)</i>
San Mateo	San Mateo County Paratransit Advisory Council <i>(SamTrans)</i>
Santa Clara	Committee for Transportation Mobility & Accessibility <i>(Santa Clara Valley Transportation Authority)</i>
Solano	Solano Paratransit Coordinating Council <i>(Solano Transportation Authority)</i>
Sonoma	Transit Paratransit Coordinating Committee <i>(Sonoma County Transportation Authority)</i>

Attachment D

Action 21 Stakeholder Lists by County

Alameda County

Stakeholder Agencies/Organizations	Roles
Alameda County Board of Supervisors	County Supervisors
Alameda County Transportation Commission	Commissioners, Executive Director, and relevant staff
Paratransit Advisory and Planning Committee (PAPCO)(Paratransit Coordinating Council)	Members
Paratransit Technical Advisory Committee (ParaTAC)	Members
East Bay Paratransit Access Committee Advisory Committee	Members
East Bay Service Review Advisory Committee	Members
AC Transit	Board members, General Manager, and relevant staff
BART	Board members, General Manager, and relevant staff
LAVTA	Board members, General Manager, and relevant staff
Union City Transit	City Council, Transit Manager, and relevant staff
BART Accessibility Task Force	Members representing Alameda County
MTC	Commissioners and Policy Advisory Council members representing Alameda County
Community Resources for Independent Living (CRIL)	Executive Director and relevant staff
Center for Independent Living (CIL)	Executive Director and relevant staff
Center for Elders' Independence	Executive directors and relevant staff
Family Bridges, Inc.	Executive directors and relevant staff
Satellite Affordable Housing Associates	Executive directors and relevant staff
Friends of Children with Special Needs	Executive directors and relevant staff

Contra Costa County

Stakeholder Agencies/Organizations	Roles
Contra Costa County Board of Supervisors	County Supervisors
Contra Costa Transportation Authority	Board members, Executive Director, and relevant staff

Contra Costa Paratransit Coordinating Council	Members
East Bay Paratransit Access Committee Advisory Committee	Members
East Bay Service Review Advisory Committee	Members
AC Transit	Board members, General Manager, and relevant staff
BART	Board members, General Manager, and relevant staff
County Connection	Board members, General Manager, and relevant staff
Tri Delta Transit	Board members, General Manager, and relevant staff
WestCAT	Board members, General Manager, and relevant staff
BART Accessibility Task Force	Members representing Contra Costa County
MTC	Commissioners and Policy Advisory Council members representing Contra Costa County
Independent Living Resources of Solano & Contra Costa Counties (ILRSCC)	Executive Directors and relevant staff
Choice in Aging	Executive Director and relevant staff
City of Lafayette Lamorinda Spirit Van Program	Program Director and relevant staff
Mobility Matters	Executive Director and relevant staff
VistAbility	Executive Director and relevant staff
Milestones of Development, Inc.	Executive Director and relevant staff

Marin County

Stakeholder Agencies/Organizations	Roles
Marin County Board of Supervisors	County Supervisors
Transportation Authority of Marin	Commissioners, General Manager, and relevant staff
Marin Paratransit Coordinating Council	Members
Golden Gate Transit Advisory Committee on Accessibility	Members
Marin Mobility Consortium	Members
Marin Transit	Board members, General Manager, and relevant staff
Golden Gate Transit	Board members, General Manager, and relevant staff
MTC	Commissioners and Policy Advisory Council members representing Marin County

Marin Center for Independent Living	Executive Director and relevant staff
Vivalon	Executive Director and relevant staff

Napa County

Stakeholder Agencies/Organizations	Roles
Napa County Board of Supervisors	County Supervisors
Napa Valley Transportation Authority	Board members, General Manager, and relevant staff
Napa Paratransit Coordinating Council	Members
MTC	Commissioners and Policy Advisory Council members representing Napa County
Disability Services & Legal Center (DSLCL)	Executive Director and relevant staff
Molly's Angels	Executive Director and relevant staff
United Cerebral Palsy of the North Bay	Executive Director and relevant staff
Milestones of Development, Inc.	Executive Director and relevant staff

San Francisco

Stakeholder Agencies/Organizations	Roles
San Francisco County Board of Supervisors	County Supervisors
San Francisco County Transportation Authority	Board members, Executive Director, and relevant staff
SFMTA Paratransit Coordinating Council	Members
SFMTA Multimodal Accessibility Advisory Committee	Members
SFMTA	Board members, General Manager, and relevant staff
BART	Board members, General Manager, and relevant staff
BART Accessibility Task Force	Members
MTC	Commissioners and Policy Advisory Council members representing San Francisco
Independent Living Resource Center San Francisco (ILRCSF)	Executive Director and relevant staff
On Lok Senior Health Services	Executive Director and relevant staff
Self-Help for the Elderly	Executive Director and relevant staff

San Mateo County

Stakeholder Agencies/Organizations	Roles
San Mateo County Board of Supervisors	County Supervisors
City/County Association of	Board members, Executive Director,

Governments of San Mateo County	and relevant staff
San Mateo County Transportation Authority	Board members, Executive Director, and relevant staff
San Mateo County Paratransit Advisory Council (Paratransit Coordinating Council)	Members
SamTrans	Board members, General Manager, and relevant staff
BART Accessibility Task Force	Members representing San Mateo County
MTC	Commissioners and Policy Advisory Council members representing San Mateo County
Center for Independence of Individuals with Disabilities (CID)	Executive Director and relevant staff
Peninsula Family Service	Executive Director and relevant staff
Peninsula Jewish Community Center	Executive Director and relevant staff

Santa Clara County

Stakeholder Agencies/Organizations	Roles
Santa Clara County Board of Supervisors	County Supervisors
Santa Clara Valley Transportation Authority	Board members, General Manager, and relevant staff
VTA Committee for Transportation Mobility and Accessibility (Paratransit Coordinating Council)	Members
BART	Board members, General Manager, and relevant staff
BART Accessibility Task Force	Members representing Santa Clara County
MTC	Commissioners and Policy Advisory Council members representing Santa Clara County
Silicon Valley Independent Living Center (SVILC)	Executive Director and relevant staff
Friends of Children with Special Needs	Executive Director and relevant staff
Avenidas	Executive Director and relevant staff
Outreach & Escort, Inc.	Executive Director and relevant staff
Santa Clara County Social Services Agency	Director and relevant staff
West Valley Community Services	Executive Director and relevant staff

Solano County

Stakeholder Agencies/Organizations	Roles
Solano County Board of Supervisors	County Supervisors
Solano Transportation Authority	Board members, Executive Director, and relevant staff
Solano Paratransit Coordinating Council	Members
Solano Consolidated Transportation Services Agency (CTSA) Advisory Committee	Members
Solano County Transit	Board members, Executive Director, and relevant staff
Vacaville City Coach	City Council, Transit Manager, and relevant staff
FAST (City of Fairfield Transit)	City Council, Transportation Manager, and relevant staff
Dixon Read-Ride	City Council, Transit Manager, and relevant staff
Rio Vista Delta Breeze	City Council, Transit Manager, and relevant staff
MTC	Commissioners and Policy Advisory Council members representing Solano County
Independent Living Resources of Solano & Contra Costa Counties (ILRSCC)	Executive Director and relevant staff
Faith in Action Interfaith Volunteer Caregivers of Solano County	Executive Director and relevant staff
Pace Solano	
Milestones of Development, Inc.	

Sonoma County

Stakeholder Agencies/Organizations	Roles
Sonoma County Board of Supervisors	County Supervisors
Sonoma Transportation Authority	Board members, Executive Director, and relevant staff
Sonoma Transit-Paratransit Coordinating Committee (Paratransit Coordinating Council)	Members
Sonoma County Transit	Transit Manager and relevant staff
Petaluma Transit	City Council, Transit Manager, and relevant staff
Santa Rosa CityBus	City Council, Deputy Director, and relevant staff
Santa Rosa CityBus Paratransit Users Group	Members

MTC	Commissioners and Policy Advisory Council members representing Sonoma County
Disability Services & Legal Center (DSLCL)	Executive Director and relevant staff
AgeWell PACE	Executive Director and relevant staff
Becoming Independent	Executive Director and relevant staff
Catholic Charities of the Diocese of Santa Rosa	Program Director and relevant staff
County of Sonoma, Human Services Department Adult and Aging Division	Director and relevant staff
Vintage House Senior Multi-purpose Center of Sonoma Valley	Executive Director and relevant staff
United Cerebral Palsy of the North Bay	Executive Director and relevant staff