

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, July 15, 2026
1:00 PM

Zoom: <https://us02web.zoom.us/j/86417544351>

JoAnn Busenbark Boardroom

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 go to <https://zoom.us/join> and enter meeting ID 864 1754 4351
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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 Hand" button 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.

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 comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

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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 & I-80 Westbound Carquinez Bridge Deck Rehabilitation Presentation (Sabrina Martinez and Bart Ney of Caltrans)

Estimated Time: 1:15 p.m.

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 NVTB Project Update - Napa Forward (Grant Bailey)

Estimated Time: 1:25 p.m.

- 9.2 Countywide Transportation Plan Draft Release Update (Diana Meehan with Ashlee Takushi and Bob Grandy, Fehr & Peers)

Estimated Time: 1:40 p.m.

10. CONSENT AGENDA ITEMS

10.1 Meeting Minutes of June 17, 2026 (Laura Sanderlin) (Pages 10-13)

Recommendation: Board action will approve the minutes of the June 17th regular meeting.

Estimated Time: 2:00 p.m.

Attachments: [Draft Minutes](#)

10.2 Napa Valley Transportation Authority (NVRTA) Fiscal Year 2025-26, Quarter 3 Financial Review and Delegated Authority Matrix (Antonio Onorato) (Pages 14-43)

Recommendation: That the Napa Valley Transportation Authority (NVRTA) Board receive the FY 2025-26 Quarter 3 Financial Review and Delegated Authority Matrix.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

10.3 Contract Award for Short Range Transit Plan and Comprehensive Operational Analysis (Rebecca Schenck) (Pages 44-83)

Recommendation: That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to execute NVRTA Agreement No. 26-C11 with Transportation Management and Design Inc. (TMD) for professional planning services associated with the Short Range Transit Plan and Comprehensive Operational Analysis update in an amount not to exceed \$300,000.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

10.4 Purchase Orders No. 26-P38 with Regatta Solutions and No. 26-P39 with Agave Systems for Photovoltaic System Monitoring, Repairs and Annual Maintenance services at the Soscol Gateway Transit Center (Antonio Onorato) (Pages 84-88)

Recommendation: That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director, or designee, to execute and allow for minor modifications to Agreement No 26-P38 with Regatta Solutions for photovoltaic system monitoring, repairs and annual maintenance services at the Soscol Gateway Transit Center in an amount not to exceed \$122,235.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

10.5 Agreement No. 26-C17 with RSA+ for Engineering Design Services for the Burnell Street Sidewalk Improvement Project (Patrick Band) (Pages 89-111)

Recommendation: That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Agreement No. 26-C17 with RSA+ for engineering design and related services to support the Burnell Street Sidewalk Improvement Project in an amount not to exceed \$130,000.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

10.6 Purchase Order 26-P03 for Six Gillig Buses for Vine Transit (Rebecca Schenck) (Pages 112-116)

Recommendation: That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director, or designee, to execute and allow minor modifications to Purchase Order 26-P03 to acquire six (6) thirty-five foot (35') hybrid electric buses from Gillig LLC in an amount not to exceed \$8,066,058.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**10.7 Community Advisory Committee (CAC) Member Appointment
(Arcie Alvarado) (Pages 117-122)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the appointment of Peter Engel to the Community Advisory Committee for a two (2) year term.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**10.8 Resolution No. 26-06 REVISED Fiscal Year 2026-27 Salary Ranges
for Napa Valley Transportation Authority (NVTA) Job
Classifications (Danielle Schmitz) (Pages 123-140)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 26-06 REVISED adopting modifications to the Fiscal Year (FY) 2026-27 Salary Ranges for NVTA Job Classifications including the additional classification of Deputy Executive Director of Administration, Finance & Policy.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**10.9 Federal and State Legislative Update (Danielle Schmitz) (Pages
141-159)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update, State Legislative Update, and the updated Bill Matrix with a support position on SB 741 (Blakespear) for July 2026.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS

11.1 First Amendment to the Napa Valley Transportation Authority (NVRTA) Agreement No. 25-C27 for the Position of Executive Director (Chair Dohring & Legal Counsel, Mufti) (Pages 160-163)

Recommendation: That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment 1 to the NVRTA Agreement No. 25-C27 amending certain sections of the Executive Director contract.

Estimated Time: 2:05 p.m.

Attachments: [Staff Report](#)

11.2 Napa Valley Transportation Authority (NVRTA) Updates to Policies, Practices and Procedures Manual: Chapter 1 Personnel (Danielle Schmitz) (Pages 164-338)

Recommendation: That the Napa Valley Transportation Authority (NVRTA) Board approve:

- 1) Proposed changes to the Policies, Practices and Procedures: Personnel Manual (Attachment 1); and
- 2) Implementation of 3% cost of living adjustment based on Bay Area Consumer Price Index (CPI), to base salaries of eligible employees; and
- 3) Implementation of longevity pay for eligible employees.

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

11.3 Resolution No. 26-07 Authorizing the Execution of Agreements with the California Department of Transportation (Caltrans) for the South Napa County Station Area Plan (Addrell Coleman) (Pages 339-344)

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

- 1) Approve Resolution No. 26-07 for FY 2026-27 Caltrans Sustainable Communities Planning Grant funds including local match funds in the amount of \$315,000; and
- 2) Authorize the Executive Director, or designee to execute all grant agreements and any amendments with the California Department of Transportation (Caltrans).

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

11.4 Vine Transit Update (Rebecca Schenck) (Pages 345-355)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board receive the Vine Transit update for the fourth quarter of Fiscal Year 2025-2026.

Estimated Time: 2:40 p.m.

Attachments: [Staff Report](#)

12. FUTURE AGENDA ITEMS

13. CLOSED SESSION

**13.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code Section 54956.9(d)(2))
Government Claim Received on July 8, 2026 from Xiaoxin Zhang**

Estimated Time: 2:55 p.m.

14. ADJOURNMENT

14.1 The next Regular Meeting is Wednesday, September 16th.

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, July 10th.

Laura M. Sanderlin, NVTA Board Secretary

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes - Draft NVTB Board of Directors

JoAnn Busenbark Boardroom

Wednesday, June 17, 2026

1:00 PM

1. Call to Order

Chair Joseph called the meeting to order at 1:17pm.

2. Roll Call

Present: 10 - Scott Sedgley
Kevin Eisenberg
Pierre Washington
Michelle Deasy
Bernie Narvaez
Liz Alessio
Mark Joseph
Paul Dohring
Amber Manfree
Pam Reeves

Non-Voting: 1 - Devereaux Smith

Absent: 2 - Donald Williams
Eric Knight

Excused: 0

3. Adoption of the Agenda

Motion MOVED by ALESSIO, SECONDED by WASHINGTON to APPROVE Item 3 Adoption of the Agenda. Motion passed unanimously.

Aye: 22 - Sedgley, Eisenberg, Washington, Deasy, Narvaez, Alessio, Joseph, Dohring, Manfree, and Reeves

Absent: 2 - Williams, and Knight

4. Public Comment

None

5. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update

Director Manfree reported recent MTC activities.

Director Washington reported recent ABAG activities.

6. Executive Director's Update

Executive Director Schmitz reported:

- New artwork hanging in the JoAnn Busenbark Boardroom
- Recipient of \$250,000 in Caltrans Sustainable Communities grant for South Napa County Station Area
- Vine Transit Bottlerock ridership had a 36% increase compared to 2025
- Upcoming public outreach meetings regarding capital projects
- City of American Canyon adopted countywide active transportation plan in the jurisdictions general plan
- Acknowledgement for upcoming retirement of Daryl Hall, Executive Director at Solano Transportation Authority

7. Caltrans' Update

Caltrans projects updates can be found in the Handout Packet.

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.

8. PRESENTATIONS

9. CONSENT AGENDA ITEMS

Motion **MOVED** by MANFREE, **SECONDED** by NARVAEZ to **APPROVE** Item 9 Consent Agenda Items 9.1-9.5. Motion passed unanimously.

Aye: 22 - Sedgley, Eisenberg, Washington, Deasy, Narvaez, Alessio, Joseph, Dohring, Manfree, and Reeves

Absent: 2 - Williams, and Knight

9.1 Meeting Minutes of May 20, 2026 (Laura Sanderlin) (Pages 7-10)

Attachments: [Draft Minutes](#)

9.2 Community Advisory Committee (CAC) Member Appointments (Arcie Alvarado) (Pages 11-12)

Attachments: [Staff Report](#)

9.3 Fiscal Year (FY) 2026-27 Salary Ranges for Napa Valley Transportation Authority (NVTA) Job Classifications (Laura Sanderlin) (Pages 13-24)

Attachments: [Staff Report](#)

9.4 Purchase Order for four Starcraft Commercial Vehicles for Vine Transit (Rebecca Schenck) (Pages 25-36)

Attachments: [Staff Report](#)

9.5 Federal and State Legislative Update (Danielle Schmitz) (Pages 37-56)

Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

10.1 Election of Chair and Vice Chair for Fiscal Year (FY) 2026-27 (Laura Sanderlin) (Pages 57-58)

Attachments: [Staff Report](#)

Chair Joseph reported out on behalf of the nominating committee to recommend Director Dohring and Director Manfree as the FY2026-27 Chair and Vice Chair, respectively. Additionally, reported a recommendation for the Board to consider amending the bylaws of the Board regarding elections to occur at the beginning of a calendar year instead of fiscal year, at a future meeting.

Motion MOVED by EISENBERG, SECONDED by ALESSIO to APPROVE Paul Dohring as Chair and Amber Manfree as Vice Chair for FY 2026-27. Motion passed unanimously.,

Aye: 22 - Sedgley, Eisenberg, Washington, Deasy, Narvaez, Alessio, Joseph, Dohring, Manfree, and Reeves

Absent: 2 - Williams, and Knight

10.2 Transportation Development Act Article 3 (TDA-3) Resolution and Countywide Claim (Patrick Band) (Pages 59-103)

Attachments: [Staff Report](#)

Motion MOVED by ALESSIO, SECONDED by SEDGLEY to APPROVE Item 10.2 Resolution 26-05 authorizing the submittal of a Countywide Coordinated Claim to the MTC for allocation of FY 2026-27 Program Funds to Claimants in Napa County. Motion passed unanimously.

Aye: 22 - Sedgley, Eisenberg, Washington, Deasy, Narvaez, Alessio, Joseph, Dohring, Manfree, and Reeves

Absent: 2 - Williams, and Knight

10.3 Agreement No. 26-C08 with Sloan Sakai Yeung & Wong LLP for General Counsel and Professional Legal Advisory Services (Antonio Onorato) (Pages 104-121)

Attachments: [Staff Report](#)

Motion MOVED by ALESSIO, SECONDED by MANFREE to APPROVE Item 10.3 authorizing Agreement No. 26-C08 with Sloan Sakai Yeung & Wong LLP for General Counsel and Professional Legal Advisory Services for a not to exceed amount of \$356,850 over a five-year period. Motion passed unanimously.

Aye: 22 - Sedgley, Eisenberg, Washington, Deasy, Narvaez, Alessio, Joseph, Dohring, Manfree, and Reeves

Absent: 2 - Williams, and Knight

11. FUTURE AGENDA ITEMS

-NVT Board of Directors amendment to bylaws

12. CLOSED SESSION

The Board entered into Closed Session at 1:50pm. No public comment.

12.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))

Title: Executive Director

12.2 CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Authority Designated Representative: Board Chair

Unrepresented Employee Title: Executive Director

The Board returned into open session with no reportable action for either item.

13. ADJOURNMENT

Chair Joseph adjourned the meeting at 2:57pm.

13.1 The next Regular Meeting is July 15th.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance & Policy
(707) 259-8779 / Email: aanorato@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority (NVTA) Fiscal Year 2025-26,
Quarter 3 Financial Review and Delegated Authority Matrix

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the FY 2025-26 Quarter 3 Financial Review and Delegated Authority Matrix.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

This report provides NVTA's financial position as of March 2026 and delegated authority contracts signed in the fiscal year. Attachment 1 includes detailed financial information for the first half of the fiscal year assessing the agency's performance to budget.

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

NVTA's financial records are composed of three (3) funds; the Planning Fund also known as the Congestion Management Agency (CMA) or the General Fund, the Transit Fund, and a fiduciary fund - the Transportation for Clean Air (TFCA). TFCA is a pass-through fund and does not contribute to the agency's financial performance.

Attachment 1 summarizes the financial performance and includes detailed financial information assessing the agency's performance to budget through the second quarter of the fiscal year.

FINANCIAL PERFORMANCE – Q3 FY 2025-26*Congestion Management Agency - Budget vs. Actuals*

The General Fund, also referred to as the Planning Fund (CMA), recognized total revenues of \$3,799,731 in the third quarter of the fiscal year. Primary revenue sources during this period included Transportation Development Act (TDA) advances, federal funds distributions, and reimbursements for eligible grant activities. Revenue performance is consistent with expenditures at this stage of the fiscal year.

Planning Fund expenditures totaled \$1,877,394 at the end of the second quarter, representing approximately 18% of the annual budget, which is expected for the quarter. The variance is primarily attributable to timing, as several larger invoices and reimbursements are anticipated later in the fiscal year. Staff expect total expenditures for regular operations to align with the approved budget by year-end.

Personnel costs totaled \$850,018 and year-end personnel costs are expected to be 10% lower than budget. This variance reflects current position vacancy that is anticipated to be filled in the next fiscal year. Once this position is filled, personnel expenses are expected to normalize within the approved budget parameters.

Consulting services expenditures totaled \$681,303 through the third quarter. Consulting costs are forecasted to remain well under budget by the end of the fiscal year due to several projects not commencing during the year. Most third-quarter consulting expenditures were associated with State Route 29 design improvements in American Canyon and the SR 12/29 Alternatives Assessment. NVTA's use of discretionary project funding is currently projected to come in under \$3.5 million of the \$11 million approved.

Administrative expenses totaled \$346,073 for the quarter, similar to last quarters expenditures. Spending on this category is consistent with expectations, and staff anticipate that administrative expenditures will remain on target through the end of the fiscal year.

Public Transit (Transit Fund) - Budget vs. Actuals

Public Transit Fund revenues totaled \$2,428,235 for the third quarter of the fiscal year. Approximately 95% of the annual Transportation Development Act (TDA) operating advances have been received, providing a strong start to the fiscal year and ensuring sufficient cash flow to support ongoing transit operations. Farebox revenue for the second quarter totaled \$137,422, which is lower than expectations based on current service levels and ridership trends. However, we believe this is a timing issue and expect to meet budgetary amounts in the fourth quarter.

Total operating expenses for the quarter were \$3,950,405. The two largest expense categories—Purchased Transportation and Fuel—accounted for approximately 88% of total operating costs.

Purchased Transportation expenses totaled \$3,282,405, representing payments to NVTA's contracted transit service providers. This expenditure is tracked within projected levels, and staff anticipate remaining within the approved budget through the end of the fiscal year.

Fuel expenses totaled \$521,075 for the quarter and are expected to exceed budget. Diesel and unleaded fuel cost volatility has increased in the last quarter due to geopolitical events. NVTA expects to go over budget for fuel for the remainder of the year.

Except for fuel costs, the Public Transit Fund remains financially stable at the end of the third quarter, with revenues and expenditures performing in line with budget forecasts and long-term fiscal goals.

Capital Purchases

Total capital expenses were \$169,148, mainly for work related to the Redwood Park and Ride Improvement project. Capital purchases for the remainder of the year are expected to be below budget.

Debt Service Fund

NVTA transmitted \$200,000 in Transportation Development Act funds into the Debt Service fund to pay for future debt service for the TIFIA loan in the first quarter. An interest only payment of \$92,409 occurred in November 2025. Another interest only payment of \$90,902 will occur in May 2026. Principal payments begin in May 2033.

Executive Director Delegated Authority

The Board currently authorizes the Executive Director up to \$77,147 in delegated authority for any single purchase and up to \$235,000 for construction related expenses. Table 1 presents delegated authority expenditures.

Table 1: Delegated Authority Actions

	Contract # / File	Vendor	Description	Amount
Q1	25-P5087	ChargePoint	ChargePoint Subscription	\$ 44,633
Q1	25-P5080	Reyes Auto Spa	Bus Wraps	\$ 13,150
Q2	25-C41	Long Electric	On Call Electrical Svcs	\$ 219,571
Q2	25-P5119	Dell Marketing	Adobe Subscription	\$ 23,414
Q2	25-P5126	Carahsoft	Smartsheet	\$ 64,968
Q2	25-P5128	Granicus	Software Licenses	\$ 33,246
Q2	26-P05	Kyocera	Printers	\$ 44,516
Q3	26-C04	Actuarial Consulting Group	Actuarial Services	\$ 28,300
Q3	26-C09	Phase One Construction	Bus Shelter Replacements	\$ 72,505
Q3	26-C15	Degenkolb Engineers	Phase I Investigation BMF Slab Issues	\$ 19,500
Q3	26-P05	Kyocera	NVTA Printer Replacements	\$ 44,516
Q3	26-P21	SNS Asphalt	NVTA Asphalt Sealing & Striping	\$ 10,675
Q3	26-P27	Urban Solar Inc.	Axentia Software & Subscription	\$ 18,047
Q3	26-P35	Bell Products	HVAC Maintenance for NVTA and BMF	\$ 32,000

ALTERNATIVES

None

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The quarterly financial update is a way to monitor agency activities and evaluate consistency with the annual budget to give the public confidence about the agency's fiduciary responsibilities.

ATTACHMENT(S)

(1) FY2025-26 Q3 Financial Statements



Consolidated
Year End Forecast

	Budget	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	12,079,200	5,035,678	2,816,303	2,816,303	813,000	11,481,284	597,916	95 %
41410 - Sales and Use Tax - Capital	1,000,000	-	-	-	258,868	258,868	741,132	26 %
Total Taxes	\$ 13,079,200	\$ 5,035,678	\$ 2,816,303	\$ 2,816,303	\$ 1,071,868	\$ 11,740,152	\$ 1,339,048	90 %
Intergovernmental Revenues								
43790 - ST - Other Funding	6,217,200	188,897	403,568	537,891	983,616	2,113,972	4,103,228	34 %
43890 - FED - Other Funding	10,630,000	-	158,038	724,870	1,177,373	2,060,281	8,569,719	19 %
43950 - Other - Governmental Agencies	6,761,800	544,285	825,081	725,666	1,546,715	3,641,747	3,120,053	54 %
Total Intergovernmental Revenues	\$ 23,609,000	\$ 733,182	\$ 1,386,687	\$ 1,988,427	\$ 3,707,704	\$ 7,816,000	\$ 15,793,000	33 %
Revenue from Use of Money and Property								
45100 - Interest	479,300	316,116	263,673	177,050	54,600	811,439	(332,139)	169 %
Total Revenue from Use of Money and Property	\$ 479,300	\$ 316,116	\$ 263,673	\$ 177,050	\$ 54,600	\$ 811,439	\$ (332,139)	169 %
Charges for Services								
46800 - Charges for Services	3,971,200	227,917	768,191	172,033	233,500	1,401,641	2,569,559	35 %
46810 - Charges for Svcs - Am Canyon	97,200	61,248	29,130	-	29,130	119,508	(22,308)	123 %
46820 - Charges for Svcs - Yountville	59,800	18,831	28,886	-	-	47,717	12,083	80 %
46825 - Charges for Svcs - St. Helena	45,800	38,925	13,883	-	-	52,808	(7,008)	115 %
46830 - Charges for Svcs - Calistoga	70,000	48,414	-	2,500	20,914	71,828	(1,828)	103 %
46850 - Charges for Svcs - Napa County	-	103,188	-	-	-	103,188	(103,188)	0 %
Total Charges for Services	\$ 4,244,000	\$ 498,523	\$ 840,090	\$ 174,533	\$ 283,544	\$ 1,796,690	\$ 2,447,310	42 %
Special Items								
49900 - Intrafund Transfers-In	550,000	161,930	142,952	145,473	162,039	612,394	(62,394)	111 %
Total Special Items	\$ 550,000	\$ 161,930	\$ 142,952	\$ 145,473	\$ 162,039	\$ 612,394	\$ (62,394)	111 %



Consolidated
Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Salaries and Employee Benefits								
51100 - Salaries and Wages	2,600,000	465,259	516,845	629,117	700,000	2,311,221	288,779	89 %
51110 - Extra Help	10,000	853	-	600	3,000	4,453	5,547	45 %
51130 - Vacation Payout	-	24,016	-	-	5,000	29,016	(29,016)	0 %
51200 - 401A Employer Contribution	50,000	3,395	664	15,860	15,000	34,919	15,081	70 %
51205 - Cell Phone Allowance	11,000	1,725	2,475	2,650	2,050	8,900	2,100	81 %
51300 - Medicare	38,000	6,841	7,297	8,882	10,000	33,020	4,980	87 %
51305 - FICA	-	(453)	(149)	74	-	(528)	528	0 %
51400 - Employee Insurance - Premiums	480,000	112,898	116,338	125,595	113,000	467,831	12,169	97 %
51405 - Workers Compensation	5,000	796	(1,490)	798	1,000	1,104	3,896	22 %
51410 - Unemployment Compensation	5,000	175	157	2,162	1,500	3,994	1,006	80 %
51600 - Retirement	375,000	140,632	46,862	56,550	60,000	304,044	70,956	81 %
51605 - Other Post Employment Benefits	48,000	6,988	7,597	7,728	58,000	80,313	(32,313)	167 %
51990 - Other Employee Benefits	53,700	3,189	-	-	10,000	13,189	40,511	25 %
Total Salaries and Employee Benefits	\$ 3,675,700	\$ 766,314	\$ 696,596	\$ 850,016	\$ 978,550	\$ 3,291,476	\$ 384,224	90 %
Services and Supplies								
52100 - Administration Services	5,000	146	1,100	99	1,000	2,345	2,655	47 %
52125 - Accounting/Auditing Services	74,100	1,259	58,357	21,864	30,500	111,980	(37,880)	151 %
52130 - Information Technology Svcs	205,000	59,488	66,804	59,488	60,000	245,780	(40,780)	120 %
52131 - ITS Communication Charges	25,000	5,225	5,225	5,225	5,000	20,675	4,325	83 %
52140 - Legal Services	350,000	4,420	15,091	17,736	20,000	57,247	292,753	16 %
52150 - Temporary/Contract Help	-	1,911	60	-	-	1,971	(1,971)	0 %
52160 - Lobbyist Services	50,000	6,000	16,750	35,500	40,000	98,250	(48,250)	197 %
52310 - Consulting Services	11,070,500	188,000	613,871	681,303	500,000	1,983,174	9,087,326	18 %
52325 - Waste Disposal Services	33,900	505	2,484	1,632	3,000	7,621	26,279	22 %
52335 - Security Services	8,000	1,157	150	2,295	2,000	5,602	2,398	70 %
52340 - Landscaping Services	75,000	8,927	8,804	2,737	15,000	35,468	39,532	47 %



Consolidated
Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
52490 - Other Professional Services	14,592,100	3,132,295	3,259,219	3,282,773	3,436,000	13,110,287	1,481,813	90 %
52500 - Maint - Equipment	45,000	-	2,476	3,312	8,000	13,788	31,212	31 %
52505 - Maint - Bldg & Improvements	100,000	19,531	36,115	25,273	20,000	100,919	(919)	101 %
52515 - Maint - Software	235,000	12,832	111,409	66,014	42,000	232,255	2,745	99 %
52520 - Maint - Vehicles	67,000	-	-	-	500	500	66,500	1 %
52600 - Rents/Leases - Equipment	10,500	1,796	1,830	3,437	2,500	9,563	937	91 %
52705 - Insurance - Premiums	179,000	23,814	(6,014)	18,460	107,000	143,260	35,740	80 %
52800 - Communications/Telephone	56,300	7,306	10,205	9,529	16,850	43,890	12,410	78 %
52810 - Advertising/Marketing	97,000	20,827	9,535	13,444	11,500	55,306	41,694	57 %
52820 - Printing and Binding	23,200	6,116	(3,513)	2,245	3,300	8,148	15,052	35 %
52825 - Bank Charges	15,000	963	26	813	1,000	2,802	12,198	19 %
52830 - Publications and Legal Notices	8,000	500	632	40	500	1,672	6,328	21 %
52900 - Training/Conference Expenses	50,000	4,683	17,498	16,287	15,000	53,468	(3,468)	107 %
52905 - Business Travel/Mileage	15,000	972	3,386	713	3,000	8,071	6,929	54 %
53100 - Office Supplies	26,000	8,629	19,360	10,408	12,000	50,397	(24,397)	194 %
53110 - Freight/Postage	3,000	808	1,869	525	600	3,802	(802)	127 %
53115 - Books/Media/Subscriptions	6,000	780	1,457	6,404	1,500	10,141	(4,141)	169 %
53120 - Memberships/Certifications	80,000	23,141	10,402	11,493	20,000	65,036	14,964	81 %
53205 - Utilities - Electric	120,000	19,331	7,238	8,596	15,000	50,165	69,835	42 %
53220 - Utilities - Water	45,000	-	7,398	2,085	9,000	18,483	26,517	41 %
53250 - Fuel	359,200	50,027	65,109	71,690	500,300	687,126	(327,926)	191 %
Total Services and Supplies	28,028,800	3,611,389	4,344,914	4,386,650	4,902,050	17,245,003	10,783,797	62 %



Consolidated
Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Other Charges								
54315 - Interest on Other Debt	210,000	-	-	-	-	-	210,000	0 %
54600 - Depreciation Expense	3,885,000	-	-	-	3,885,000	3,885,000	-	100 %
54700 - Bad Debt Expense	-	448	-	-	-	448	(448)	0 %
Total Other Charges	\$ 4,095,000	\$ 448	\$ -	\$ -	\$ 3,885,000	\$ 3,885,448	\$ 209,552	95 %
Capital Assets								
55200 - Construction in Progress	-	-	-	-	-	-	-	0 %
55400 - Equipment	3,100,000	30,979	184,236	169,148	400,000	784,363	2,315,637	25 %
Total Capital Assets	\$ 3,100,000	\$ 30,979	\$ 184,236	\$ 169,148	\$ 400,000	\$ 784,363	\$ 2,315,637	25 %
Special Items								
57900 - Intrafund Transfers Out	490,000	161,930	138,947	141,600	135,895	578,372	(88,372)	118 %
Total Special Items	\$ 490,000	\$ 161,930	\$ 138,947	\$ 141,600	\$ 135,895	\$ 578,372	\$ (88,372)	118 %
TOTAL REVENUE	41,961,500	6,745,429	5,449,705	5,301,786	5,279,755	22,776,675	19,184,825	54%
TOTAL EXPENSES	39,389,500	4,571,060	5,364,693	5,547,414	10,301,495	25,784,662	13,604,838	65%
TOTAL REVENUE - EXPENSES	\$ 2,572,000	\$ 2,174,369	\$ 85,012	\$ (245,628)	\$ (5,021,740)	\$ (3,007,987)	\$ 5,579,987	



Congestion Management Agency Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Actual	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	3,500,000	0	1,339,016	2,160,984	0	3,500,000	-	100%
Total Taxes	3,500,000	0	1,339,016	2,160,984	0	3,500,000	\$ -	100%
Intergovernmental Revenues								
43790 - ST - Other Funding	2,000,000	1,203	0	0	51,000	52,203	1,947,797	3%
43890 - FED - Other Funding	5,000,000	0	98,573	724,870	127,373	950,816	4,049,184	19%
43950 - Other - Governmental Agencies	2,551,000	361,000	684,675	725,666	130,000	1,901,341	649,659	75%
Total Intergovernmental Revenues	9,551,000	362,203	783,248	1,450,536	308,373	2,904,359	\$ 6,646,641	30%
Revenue from Use of Money and Property								
45100 - Interest	20,000	0	6,921	10,000	10,000	26,921	(6,921)	135%
Total Revenue from Use of Money and Property	20,000	0	6,921	10,000	10,000	26,921	\$ (6,921)	135%
Charges for Services								
46800 - Charges for Services	2,907,600	1,530	359,764	36,611	10,000	407,904	2,499,696	14%
46810 - Charges for Svcs - Am Canyon	0	32,118	0	0	0	32,118	(32,118)	100%
46815 - Charges for Svcs - Napa	0	123,007	0	0	0	123,007	(123,007)	100%
46820 - Charges for Svcs - Yountville	0	4,388	0	0	0	4,388	(4,388)	100%
46825 - Charges for Svcs - St. Helena	0	11,160	0	0	0	11,160	(11,160)	100%
46830 - Charges for Svcs - Calistoga	0	8,414	0	0	8,414	16,828	(16,828)	100%
46850 - Charges for Svcs - Napa County	0	103,188	0	0	0	103,188	(103,188)	100%
Total Charges for Services	\$ 2,907,600	\$ 283,805	\$ 359,764	\$ 36,611	\$ 18,414	\$ 698,593	\$ 2,209,007	24%



Congestion Management Agency

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Acutal	YE Available Budget	% of Budget
Special Items								
49900 - Intrafund Transfers-In	490,000	161,930	138,947	141,600	150,000	592,477	(102,477)	121%
Total Special Items	490,000	161,930	138,947	141,600	150,000	592,477	\$ (102,477)	121%
Salaries and Employee Benefits								
51100 - Salaries and Wages	2,600,000	465,259	516,845	629,117	700,000	2,311,221	288,779	89%
51110 - Extra Help	10,000	853	0	600	3,000	4,453	5,547	45%
51130 - Vacation Payout	0	24,016	0	0	5,000	29,016	(29,016)	100%
51200 - 401A Employer Contribution	50,000	3,395	664	15,860	15,000	34,920	15,080	70%
51205 - Cell Phone Allowance	11,000	1,725	2,475	2,650	2,050	8,900	2,100	81%
51300 - Medicare	38,000	6,841	7,297	8,882	10,000	33,021	4,979	87%
51305 - FICA	0	-453	-149	74	0	-527	527	100%
51400 - Employee Insurance - Premiums	480,000	112,898	116,338	125,595	113,000	467,831	12,169	97%
51405 - Workers Compensation	5,000	796	-1,490	798	1,000	1,104	3,896	22%
51410 - Unemployment Compensation	5,000	175	157	2,162	1,500	3,995	1,005	80%
51600 - Retirement	375,000	140,632	46,862	56,550	60,000	304,045	70,955	81%
51605 - Other Post Employment Benefits	48,000	6,988	7,597	7,728	58,000	80,313	(32,313)	167%
51990 - Other Employee Benefits	53,700	3,189	0	0	10,000	13,189	40,511	25%
Total Salaries and Employee Benefits	3,675,700	766,315	696,597	850,018	978,550	3,291,480	\$ 384,220	90%
Services and Supplies								
52100 - Administration Services	5,000	146	1,100	99	1,000	2,346	2,654	47%
52125 - Accounting/Auditing Services	70,000	1,034	58,162	21,789	30,000	110,984	(40,984)	159%
52130 - Information Technology Svcs	200,000	59,488	66,804	59,488	60,000	245,779	(45,779)	123%
52131 - ITS Communication Charges	25,000	5,225	5,225	5,225	5,000	20,676	4,324	83%
52140 - Legal Services	350,000	4,420	15,091	17,736	20,000	57,246	292,754	16%
52150 - Temporary/Contract Help	0	1,911	60	0	0	1,971	(1,971)	100%
52160 - Lobbyist Services	50,000	6,000	16,750	35,500	40,000	98,250	(48,250)	197%
52310 - Consulting Services	11,070,500	188,000	613,871	681,303	500,000	1,983,175	9,087,325	18%



Congestion Management Agency

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Acutal	YE Available Budget	% of Budget
52325 - Waste Disposal Services	33,900	505	2,484	1,632	3,000	7,622	26,278	22%
52335 - Security Services	8,000	1,157	150	2,295	2,000	5,602	2,398	70%
52340 - Landscaping Services	75,000	8,927	8,804	2,737	15,000	35,467	39,533	47%
52425 - Volunteer Stipend	0	0	0	0	0	0	-	100%
52490 - Other Professional Services	0	0	560	369	0	929	(929)	100%
52500 - Maint - Equipment	25,000	0	2,476	3,312	8,000	13,788	11,212	55%
52505 - Maint - Bldg & Improvements	100,000	19,531	36,115	25,273	20,000	100,918	(918)	101%
52515 - Maint - Software	110,000	12,832	64,557	66,014	30,000	173,402	(63,402)	158%
52520 - Maint - Vehicles	2,000	0	0	0	500	500	1,500	25%
52600 - Rents/Leases - Equipment	10,500	1,796	1,830	3,437	2,500	9,563	937	91%
52705 - Insurance - Premiums	85,000	23,814	-6,014	18,460	20,000	56,260	28,740	66%
52800 - Communications/Telephone	55,000	7,306	6,121	7,461	15,000	35,888	19,112	65%
52810 - Advertising/Marketing	75,000	2,677	9,535	10,394	10,000	32,605	42,395	43%
52820 - Printing and Binding	15,000	936	1,419	2,112	2,000	6,467	8,533	43%
52825 - Bank Charges	15,000	963	26	813	1,000	2,802	12,198	19%
52830 - Publications and Legal Notices	8,000	500	632	40	500	1,672	6,328	21%
52840 - Permits/License Fees	0	0	581	5,230	0	5,811	(5,811)	100%
52900 - Training/Conference Expenses	50,000	4,683	17,498	16,287	15,000	53,468	(3,468)	107%
52905 - Business Travel/Mileage	15,000	972	3,386	713	3,000	8,071	6,929	54%
53100 - Office Supplies	25,000	8,629	19,360	10,408	12,000	50,396	(25,396)	202%
53110 - Freight/Postage	3,000	808	1,869	525	600	3,802	(802)	127%
53115 - Books/Media/Subscriptions	6,000	780	1,457	6,404	1,500	10,141	(4,141)	169%
53120 - Memberships/Certifications	80,000	23,141	10,402	11,493	20,000	65,036	14,964	81%
53205 - Utilities - Electric	120,000	19,331	7,238	8,596	15,000	50,166	69,834	42%
53220 - Utilities - Water	45,000	0	7,398	2,085	9,000	18,483	26,517	41%
53250 - Fuel	1,000	0	182	147	300	629	371	63%
Total Services and Supplies	12,732,900	405,509	975,131	1,027,376	861,900	3,269,916	\$ 9,462,984	26%



Congestion Management Agency

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Acutal	YE Available Budget	% of Budget
Other Charges								
54315 - Interest on Other Debt	60,000	0	0	0	0	0	60,000	0%
54700 - Bad Debt Expense	0	448	0	0	0	448	(448)	100%
Total Other Charges	60,000	448	0	0	0	448	59,552	1%

TOTAL REVENUE	16,468,600	807,938	2,627,895	3,799,731	486,787	7,722,351	8,746,249	47%
TOTAL EXPENSES	16,468,600	1,172,272	1,671,728	1,877,394	1,840,450	6,561,844	9,906,756	40%
TOTAL REVENUE - EXPENSES	\$ -	\$ (364,334)	956,167	\$ 1,922,336	\$ (1,353,663)	\$ 1,160,507	\$ (1,160,507)	

346,073



Public Transit

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecasted	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	8,379,200	4,835,678	1,477,287	1,755,427	813,000	8,881,392	(502,192)	106%
41410 - Sales and Use Tax - Capital	-	-	-	-	258,868	258,868	(258,868)	0%
Total Taxes	\$ 8,379,200	\$ 4,835,678	\$ 1,477,287	\$ 1,755,427	\$ 1,071,868	\$ 9,140,260	\$ (761,060)	0%
Intergovernmental Revenues								
43790 - ST - Other Funding	2,928,000	187,694	403,568	498,995	760,616	1,850,873	1,077,127	63%
43890 - FED - Other Funding	5,630,000	-	-	-	800,000	800,000	4,830,000	14%
43950 - Other - Governmental Agencies	3,400,000	183,285	140,406	-	1,416,715	1,740,406	1,659,594	51%
Total Intergovernmental Revenues	11,958,000	370,979	543,974	498,995	2,977,331	4,391,279	7,566,721	37%
Revenue from Use of Money and Property								
45100 - Interest	459,300	46,383	42,295	35,891	44,600	169,169	290,131	37%
Total Revenue from Use of Money and Property	\$ 459,300	\$ 46,383	\$ 42,295	\$ 35,891	\$ 44,600	169,169	290,131	37%
Charges for Services								
46800 - Charges for Services	1,063,600	226,387	215,427	135,422	223,500	800,736	262,864	75%
46810 - Charges for Svcs - Am Canyon	97,200	29,130	29,130	-	29,130	87,390	9,810	90%
46820 - Charges for Svcs - Yountville	59,800	14,443	28,886	-	-	43,329	16,471	72%
46825 - Charges for Svcs - St. Helena	45,800	27,765	13,883	-	-	41,648	4,152	91%
46830 - Charges for Svcs - Calistoga	70,000	40,000	-	2,500	12,500	55,000	15,000	79%
Total Charges for Services	\$ 1,336,400	\$ 337,725	\$ 287,326	\$ 137,922	\$ 265,130	1,028,103	308,297	77%

Public Transit

Year End Forecast

Special Items								
49900 - Intrafund Transfers-In	60,000	-	4,005	3,874	12,039	19,918	40,082	33 %
Total Special Items	\$ 60,000	\$ -	\$ 4,005	\$ 3,874	\$ 12,039	\$ 19,918	\$ 40,082	33 %
Services and Supplies								
52125 - Accounting/Auditing Services	4,100	225	195	75	500	995	3,105	24%
52130 - Information Technology Svcs	5,000	-	-	-	-	-	5,000	0%
52140 - Legal Services	-	-	0	0	0	0	-	0%
52310 - Consulting Services	-	-	-	-	-	-	-	0%
52325 - Waste Disposal Services	-	-	-	-	-	-	-	0%
52335 - Security Services	-	-	-	-	-	-	-	0%
52340 - Landscaping Services	-	-	-	-	-	-	-	0%
52490 - Other Professional Services	14,592,100	3,132,295	3,258,658	3,282,405	3,436,000	13,109,358	1,482,742	90%
52500 - Maint - Equipment	20,000	-	-	-	-	-	20,000	0%
52505 - Maint - Bldg & Improvements	-	-	-	-	-	-	-	0%
52515 - Maint - Software	125,000	-	46,852	-	12,000	58,852	66,148	47%
52520 - Maint - Vehicles	65,000	-	-	-	-	-	65,000	0%
52705 - Insurance - Premiums	94,000	-	-	-	87,000	87,000	7,000	93%
52800 - Communications/Telephone	1,300	-	4,084	2,068	1,850	8,002	(6,702)	616%
52810 - Advertising/Marketing	22,000	18,150	-	3,050	1,500	22,700	(700)	103%
52820 - Printing and Binding	8,200	5,180	(4,932)	133	1,300	1,681	6,519	21%
53100 - Office Supplies	1,000	-	-	-	-	-	1,000	0%
53250 - Fuel	358,200	50,027	64,927	71,543	500,000	686,497	(328,297)	192%
Total Services and Supplies	\$ 15,295,900	\$ 3,205,877	\$ 3,369,784	\$ 3,359,274	\$ 4,040,150	13,975,085	1,320,815	91%
Other Charges								
54315 - Interest on Other Debt	150,000	-	-	-	-	-	150,000	0%
54600 - Depreciation Expense	3,885,000	-	-	-	3,885,000	3,885,000	-	100%
Total Other Charges	\$ 4,035,000	\$ -	\$ -	\$ -	\$ 3,885,000	\$ 3,885,000	\$ 150,000	96%
Special Items								
57900 - Intrafund Transfers Out	490,000	161,930	138,947	141,600	135,895	578,372	(88,372)	118%



Public Transit
Year End Forecast

Total Special Items

\$ 490,000	\$ 161,930	\$ 138,947	\$ 141,600	\$ 135,895	\$ 578,372	\$ (88,372)	118%

TOTAL REVENUE	22,132,900	5,590,765	2,350,882	2,428,235	4,358,929	14,728,811	7,404,089	67%
TOTAL EXPENSES	19,820,900	3,367,807	3,508,731	3,500,874	8,061,045	18,438,457	1,382,443	93%
TOTAL REVENUE - EXPENSES	\$ 2,312,000	\$ 2,222,958	\$ (1,157,849)	\$ (1,072,639)	\$ (3,702,116)	\$ (3,709,646)	\$ 6,021,646	



Vine Go

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	1,327,200	92,689	369,271	383,713	132,000	977,674	349,526	74 %
Total Taxes	\$ 1,327,200	\$ 92,689	\$ 369,271	\$ 383,713	\$ 132,000	\$ 977,674	\$ 349,526	74 %
Intergovernmental Revenues								
43790 - ST - Other Funding	100,000	187,694	100,000	220,332	-	508,026	(408,026)	508%
43890 - FED - Other Funding	400,000	-	-	-	400,000	400,000	-	100%
Total Intergovernmental Revenues	\$ 500,000	\$ 187,694	\$ 100,000	\$ 220,332	\$ 400,000	\$ 908,026	\$ (408,026)	182%
Revenue from Use of Money and Property								
45100 - Interest	16,000	(1,077)	2,371	2,166	3,000	6,461	9,539	40 %
Total Revenue from Use of Money and Property	\$ 16,000	\$ (1,077)	\$ 2,371	\$ 2,166	\$ 3,000	\$ 6,461	\$ 9,539	40 %
Charges for Services								
46800 - Charges for Services	68,000	6,139	15,657	14,045	15,000	50,840	17,160	75 %
Total Charges for Services	\$ 68,000	\$ 6,139	\$ 15,657	\$ 14,045	\$ 15,000	\$ 50,840	\$ 17,160	75 %
Special Items								
49900 - Intrafund Transfers-In	20,000	-	-	-	-	-	20,000	0 %
Total Special Items	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	0 %

Vine Go

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	2,500	120	135	-	150	405	2,095	16 %
52130 - Information Technology Svcs	2,500	-	-	-	-	-	2,500	0 %
52490 - Other Professional Services	1,455,000	263,456	399,238	424,468	415,000	1,502,162	(47,162)	100 %
52520 - Maint - Vehicles	25,000	-	-	-	-	-	25,000	0 %
52705 - Insurance - Premiums	35,000	-	-	-	35,000	35,000	-	100 %
52800 - Communications/Telephone	-	-	979	709	800	2,488	(2,488)	0 %
52810 - Advertising/Marketing	5,000	5,000	-	-	-	5,000	-	100 %
52820 - Printing and Binding	2,000	5,180	(5,000)	133	1,000	1,313	687	66 %
53250 - Fuel	244,200	32,062	43,969	45,468	38,000	159,500	84,700	65 %
Total Services and Supplies	\$ 1,771,200	\$ 305,818	\$ 439,322	\$ 470,777	\$ 489,950	\$ 1,705,868	\$ 65,332	96 %
Other Charges								
54600 - Depreciation Expense	120,000	-	-	-	120,000	120,000	-	100 %
Total Other Charges	\$ 120,000	\$ -	\$ -	\$ -	\$ 120,000	\$ 120,000	\$ -	100 %
Special Items								
57900 - Intrafund Transfers Out	40,000	19,585	16,162	14,788	16,000	66,535	(26,535)	100 %
Total Special Items	\$ 40,000	\$ 19,585	\$ 16,162	\$ 14,788	\$ 16,000	\$ 66,535	\$ (26,535)	100 %
TOTAL REVENUE	1,931,200	285,445	487,299	620,256	550,000	1,943,001	(31,801)	101%
TOTAL EXPENSES	1,931,200	325,403	455,484	485,565	625,950	1,892,403	38,797	98%
TOTAL REVENUE - EXPENSES	\$ -	\$ (39,958)	\$ 31,815	\$ 134,691	\$ (75,950)	\$ 50,598	\$ (70,598)	



The Vine

Year End Forecast

	Budget	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	5,945,200	4,555,295	882,016	796,539	200,000	6,433,849	(488,649)	108%
41410 - Sales and Use Tax - Capital	-	-	-	-	-	-	-	0%
Total Taxes	\$ 5,945,200	\$ 4,555,295	\$ 882,016	\$ 796,539	\$ 200,000	\$ 6,433,849	\$ (488,649)	108%
Intergovernmental Revenues								
43790 - ST - Other Funding	2,500,000	-	223,568	278,663	720,616	1,222,847	1,277,153	49 %
43890 - FED - Other Funding	4,500,000	-	-	-	-	-	4,500,000	0 %
43950 - Other - Governmental Agencies	3,400,000	183,285	140,406	-	1,416,715	1,740,406	1,659,594	51 %
Total Intergovernmental Revenues	\$ 10,400,000	\$ 183,285	\$ 363,974	\$ 278,663	\$ 2,137,331	\$ 2,963,253	\$ 7,436,747	28 %
Revenue from Use of Money and Property								
45100 - Interest	400,000	35,200	34,046	26,228	35,000	130,473	269,527	33 %
Total Revenue from Use of Money and Property	\$ 400,000	\$ 35,200	\$ 34,046	\$ 26,228	\$ 35,000	\$ 130,473	\$ 269,527	33 %
Charges for Services								
46800 - Charges for Services	950,000	214,919	194,684	121,377	200,000	730,981	219,019	77 %
Total Charges for Services	\$ 950,000	\$ 214,919	\$ 194,684	\$ 121,377	\$ 200,000	\$ 730,981	\$ 219,019	77 %
Other Financing Sources								
48100 - Sale of Capital Assets	-	-	-	25,000	-	25,000	(25,000)	100 %
Total Other Financing Sources	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ (25,000)	100 %

The Vine

Year End Forecast

	Budget	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	10,000	-	960	705	1,000	2,665	7,335	27%
52130 - Information Technology Svcs	10,000	45	-	273	300	618	9,382	6%
52140 - Legal Services	-	-	128	0	0	128	(128)	100%
52310 - Consulting Services		-	53	-	-	53	(53)	0%
52325 - Waste Disposal Services	30,000	2,140	6,786	5,089	6,000	20,016	9,984	67%
52335 - Security Services	15,000	5,353	7,018	3,749	5,000	21,120	(6,120)	100%
52340 - Landscaping Services		-	6,853	12,141	7,000	25,994	(25,994)	0%
52490 - Other Professional Services	11,323,200	2,592,640	2,466,186	2,477,025	2,600,000	10,135,850	1,187,350	90%
52500 - Maint - Equipment	300,000	12,212	236,486	6,716	8,000	263,414	36,586	88%
52505 - Maint - Bldg & Improvements	75,000	7,354	3,709	13,262	10,000	34,325	40,675	46%
52515 - Maint - Software	100,000	127,394	(23,861)	40,810	40,000	184,343	(84,343)	184%
52520 - Maint - Vehicles	25,000	-	12,578	1,000	8,000	21,578	3,422	86%
52705 - Insurance - Premiums	300,000	11,025	11,158	11,210	11,200	44,594	255,406	15%
52800 - Communications/Telephone	-	8,183	25,433	16,923	20,000	70,539	(70,539)	100%
52810 - Advertising/Marketing	90,000	17,311	29,533	40,145	25,000	111,989	(21,989)	124%
52820 - Printing and Binding	65,000	5,378	-	9,151	12,000	26,529	38,471	41%
52825 - Bank Charges	2,000	3,154	4,087	5,110	5,000	17,351	(15,351)	868%
52830 - Publications and Legal Notices	5,000	-	-	4,765	-	4,765	235	95%
52840 - Permits/License Fees	-		3,319	1,739	-	5,058	(5,058)	100%
52900 - Training/Conference Expenses	-		-	50	-	50	(50)	100%
53100 - Office Supplies	5,000	234	145	683	500	1,562	3,438	31%
53110 - Freight/Postage	0	76	0	0	0	76	(76)	100%
53205 - Utilities - Electric	20,000	18,877	57,004	76,451	60,000	212,332	(192,332)	1062%
53220 - Utilities - Water	20,000	2,356	4,005	1,527	3,300	11,188	8,812	56%
53250 - Fuel	1,300,000	300,000	354,420	449,532	400,000	1,503,952	(203,952)	116%



The Vine

Year End Forecast

	Budget	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Total Services and Supplies	\$ 13,695,200	\$ 3,113,733	\$ 3,206,001	\$ 3,178,056	\$ 3,222,300	\$ 12,720,090	\$ 975,110	93%
Other Charges								
54315 - Interest on Other Debt	150,000	-	-	-	-	-	150,000	0%
54600 - Depreciation Expense	3,500,000	-	-	-	3,500,000	3,500,000	-	100 %
Total Other Charges	\$ 3,650,000	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ 150,000	96 %
Special Items								
57900 - Intrafund Transfers Out	350,000	133,306	113,452	117,424	110,000	474,181	(124,181)	135 %
Total Special Items	\$ 350,000	\$ 133,306	\$ 113,452	\$ 117,424	\$ 110,000	\$ 474,181	\$ (124,181)	135 %
TOTAL REVENUE	17,695,200	4,988,699	1,474,719	1,247,806	2,572,331	10,258,555	7,436,645	58%
TOTAL EXPENSES	17,695,200	3,247,039	3,319,453	3,295,480	6,832,300	16,694,271	1,000,929	94%
TOTAL REVENUE - EXPENSES	\$ -	\$ 1,741,660	\$ (1,844,734)	\$ (2,047,673)	\$ (4,259,969)	\$ (6,435,716)	\$ 6,435,716	



American Canyon

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	163,500	187,694	-	-	-	187,694	(24,194)	115 %
Total Taxes	\$ 163,500	\$ 187,694	\$ -	\$ -	\$ -	\$ 187,694	\$ (24,194)	115 %
Intergovernmental Revenues								
43790 - ST - Other Funding	80,000	-	-	-	40,000	40,000	40,000	50%
43890 - FED - Other Funding	400,000	-	-	-	400,000	400,000	-	100%
Total Intergovernmental Revenues	\$ 480,000	\$ -	\$ -	\$ -	\$ 440,000	\$ 440,000	\$ 40,000	92%
Revenue from Use of Money and Property								
45100 - Interest	6,500	3,189	2,072	1,948	1,500	8,708	(2,208)	134%
Total Revenue from Use of Money and Property	\$ 6,500	\$ 3,189	\$ 2,072	\$ 1,948	\$ 1,500	\$ 8,708	\$ (2,208)	134%
Charges for Services								
46800 - Charges for Services	29,600	1,741	1,924	-	4,000	7,665	21,935	26 %
46810 - Charges for Svcs - Am Canyon	97,200	29,130	29,130	-	29,130	87,390	9,810	90 %
Total Charges for Services	\$ 126,800	\$ 30,871	\$ 31,054	\$ -	\$ 33,130	\$ 95,055	\$ 31,745	116%



American Canyon

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	400	-	-	-	-	-	400	0%
52130 - Information Technology Svcs	1,500	-	-	-	-	-	1,500	0%
52490 - Other Professional Services	591,700	72,450	105,549	113,459	120,000	411,458	180,242	70%
52500 - Maint - Equipment	10,000	-	-	-	-	-	10,000	0%
52515 - Maint - Software	35,000	-	11,713	-	12,000	23,713	11,287	68%
52520 - Maint - Vehicles	25,000	-	-	-	-	-	25,000	0%
52705 - Insurance - Premiums	12,000	-	-	-	12,000	12,000	-	100%
52800 - Communications/Telephone	1,000	-	368	260	250	878	122	88%
52810 - Advertising/Marketing	5,000	-	-	3,050	-	3,050	1,950	61%
52820 - Printing and Binding	200	-	68	-	-	68	132	34%
53250 - Fuel	45,000	5,964	7,462	11,836	12,000	37,262	7,738	83%
Total Services and Supplies	\$ 726,800	\$ 78,414	\$ 125,160	\$ 128,605	\$ 156,250	\$ 488,430	\$ 238,370	67%
Other Charges								
54600 - Depreciation Expense	25,000	-	-	-	25,000	25,000	-	100 %
Total Other Charges	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	100 %
Special Items								
57900 - Intrafund Transfers Out	25,000	2,391	2,391	2,776	2,791	10,349	14,651	41 %
Total Special Items	\$ 25,000	\$ 2,391	\$ 2,391	\$ 2,776	\$ 2,791	\$ 10,349	\$ 14,651	41 %
TOTAL REVENUE	776,800	221,754	33,125	1,948	474,630	731,457	45,343	94%
TOTAL EXPENSES	776,800	80,805	127,551	131,382	184,041	523,778	253,022	67%
TOTAL REVENUE - EXPENSES	\$ -	\$ 140,949	\$ (94,426)	\$ (129,434)	\$ 290,589	\$ 207,678	\$ (207,678)	



Yountville

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	293,900	-	-	150,175	150,000	300,175	(6,275)	102 %
Total Taxes	\$ 293,900	\$ -	\$ -	\$ 150,175	\$ 150,000	\$ 300,175	\$ (6,275)	102 %
Intergovernmental Revenues								
43790 - ST - Other Funding	93,000	-	-	-	-	-	93,000	0%
43890 - FED - Other Funding	100,000		-	-	-	-	100,000	0 %
Total Intergovernmental Revenues	193,000	-	\$ -	\$ -	\$ -	\$ -	\$ 193,000	0 %
Revenue from Use of Money and Property								
45100 - Interest	11,000	4,333	1,893	2,177	2,000	10,402	598	95 %
Total Revenue from Use of Money and Property	\$ 11,000	\$ 4,333	\$ 1,893	\$ 2,177	\$ 2,000	\$ 10,402	\$ 598	95 %
Charges for Services								
46820 - Charges for Svcs - Yountville	59,800	14,443	28,886	-	-	43,329	16,471	72 %
Total Charges for Services	\$ 59,800	\$ 14,443	\$ 28,886	\$ -	\$ -	\$ 43,329	\$ 16,471	72 %
Special Items								
49900 - Intrafund Transfers-In	20,000	-	-	-	-	-	20,000	0 %
Total Special Items	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	0 %
Services and Supplies								
52125 - Accounting/Auditing Services	400	45	30	75	100	250	150	63%
52490 - Other Professional Services	378,300	57,953	85,535	87,871	86,000	317,358	60,942	84%
52515 - Maint - Software	30,000		11,713	-	-	11,713	18,287	39%
52520 - Maint - Vehicles	5,000		-	-	-	-	5,000	0%
52705 - Insurance - Premiums	20,000		-	-	15,000	15,000	5,000	75%
52800 - Communications/Telephone	-		481	360	400	1,241	(1,241)	0%
52810 - Advertising/Marketing	4,000		-	-	800	800	3,200	20%
52820 - Printing and Binding	-		-	-	-	-	-	100%
53250 - Fuel	15,000	600	202	502	600	1,904	13,096	13%

Yountville
Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Total Services and Supplies	\$ 452,700	\$ 58,598	\$ 97,961	88,808	102,900	\$ 348,267	\$ 104,433	77%
Other Charges								
54600 - Depreciation Expense	100,000	-	-	-	100,000	100,000	-	100 %
Total Other Charges	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ -	100 %
Special Items								
57900 - Intrafund Transfers Out	25,000	1,864	1,948	2,209	2,214	8,235	16,765	33%
Total Special Items	\$ 25,000	\$ 1,864	\$ 1,948	\$ 2,209	\$ 2,214	\$ 8,235	\$ 16,765	33%
TOTAL REVENUE	577,700	18,776	30,779	152,352	152,000	353,906	203,794	61%
TOTAL EXPENSES	577,700	60,461	99,909	91,017	205,114	456,502	121,198	79%
TOTAL REVENUE - EXPENSES	\$ -	\$ (41,686)	\$ (69,130)	\$ 61,334	\$ (53,114)	\$ (102,596)	\$ 82,596	



St. Helena
Year End Forecast

	Budget	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	267,200	-	-	125,000	150,000	275,000	(7,800)	103%
Total Taxes	\$ 267,200	\$ -	\$ -	\$ 125,000	\$ 150,000	\$ 275,000	\$ (7,800)	103%
Intergovernmental Revenues								
43790 - ST - Other Funding	75,000	-	-	-	-	-	75,000	100 %
43890 - FED - Other Funding	130,000	-	-	-	-	-	130,000	100 %
Total Intergovernmental Revenues	\$ 205,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000	100 %
Revenue from Use of Money and Property								
45100 - Interest	12,800	4,664	2,076	2,513	3,000	12,253	547	96 %
Total Revenue from Use of Money and Property	\$ 12,800	\$ 4,664	\$ 2,076	\$ 2,513	\$ 3,000	\$ 12,253	\$ 547	96%
Charges for Services								
46800 - Charges for Services	4,500	1,387	94	-	2,000	3,481	1,019	77 %
46825 - Charges for Svcs - St. Helena	45,800	27,765	13,883	-	-	41,648	4,153	91 %
Total Charges for Services	\$ 50,300	\$ 29,152	\$ 13,976	\$ -	\$ 2,000	\$ 45,129	\$ 5,171	90 %
Special Items								
49900 - Intrafund Transfers-In	20,000	-	-	-	-	-	20,000	0 %
Total Special Items	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	0 %

St. Helena
Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	400	15	-	-	150	165	235	41%
52490 - Other Professional Services	358,900	54,795	78,660	82,897	90,000	306,351	52,549	85%
52500 - Maint - Equipment	5,000		-	-	-	-	5,000	0%
52515 - Maint - Software	30,000	-	11,713	-	-	11,713	18,287	39%
52520 - Maint - Vehicles	-	-	-	-	-	-	-	0%
52705 - Insurance - Premiums	12,000	-	-	-	10,000	10,000	2,000	83%
52800 - Communications/Telephone	-	-	1,092	360	-	1,452	(1,452)	100%
52810 - Advertising/Marketing	3,000	-	-	-	700	700	2,300	23%
52820 - Printing and Binding	1,000	-	-	-	300	300	700	30%
53250 - Fuel	20,000	4,000	4,000	-	8,000	16,000	4,000	80%
Total Services and Supplies	\$ 430,300	\$ 58,810	\$ 95,465	\$ 83,257	\$ 109,150	\$ 346,682	\$ 83,618	81%
Other Charges								
54600 - Depreciation Expense	100,000	-	-	-	100,000	100,000	-	100%
Total Other Charges	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ -	100%
Special Items								
57900 - Intrafund Transfers Out	25,000	1,732	1,876	1,816	1,832	7,256	17,744	29 %
Total Special Items	\$ 25,000	\$ 1,732	\$ 1,876	\$ 1,816	\$ 1,832	\$ 7,256	\$ 17,744	29 %
TOTAL REVENUE	555,300	33,817	16,052	127,513	155,000	332,382	202,918	60%
TOTAL EXPENSES	555,300	60,541	97,341	85,073	210,982	453,938	101,362	82%
TOTAL REVENUE - EXPENSES	\$ -	\$ (26,725)	\$ (81,289)	\$ 42,440	\$ (55,982)	\$ (121,556)	\$ 101,556	

Calistoga

Year End Forecast

	Budget	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	382,200	-	226,000	300,000	181,000	707,000	(324,800)	184.98 %
Total Taxes	\$ 382,200	\$ -	\$ 226,000	\$ 300,000	\$ 181,000	\$ 707,000	\$ (324,800)	184.98 %
Intergovernmental Revenues								
43790 - ST - Other Funding	80,000	-	80,000	-	-	80,000	-	100.00 %
43890 - FED - Other Funding	100,000	-	-	-	-	-	100,000	0.00 %
Total Intergovernmental Revenues	\$ 180,000	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ 100,000	44.44 %
Revenue from Use of Money and Property								
45100 - Interest	13,000	74	(162)	860	100	872	12,128	6.71 %
Total Revenue from Use of Money and Property	\$ 13,000	\$ 74	\$ (162)	\$ 860	\$ 100	\$ 872	\$ 12,128	6.71 %
Charges for Services								
46800 - Charges for Services	11,500	2,201	3,069	-	2,500	7,770	3,730	67.57 %
46830 - Charges for Svcs - Calistoga	70,000	40,000	-	2,500	12,500	55,000	15,000	78.57 %
Total Charges for Services	\$ 81,500	\$ 42,201	\$ 3,069	\$ 2,500	\$ 15,000	\$ 62,770	\$ 18,730	77.02 %

Calistoga

Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actuals	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	400	45	30	-	100	175	225	43.75 %
52130 - Information Technology Svcs	1,000	-	-	-	-	-	1,000	0.00 %
52490 - Other Professional Services	485,000	91,002	123,490	96,685	125,000	436,178	48,822	89.93 %
52500 - Maint - Equipment	5,000	-	-	-	-	-	5,000	0.00 %
52515 - Maint - Software	30,000	-	11,713	-	-	11,713	18,287	39.04 %
52520 - Maint - Vehicles	10,000	-	-	-	-	-	10,000	0.00 %
52705 - Insurance - Premiums	15,000	-	-	-	15,000	15,000	-	100.00 %
52800 - Communications/Telephone	300	-	1,163	378	400	1,942	(1,642)	647.21 %
52810 - Advertising/Marketing	5,000	13,150	-	-	-	13,150	(8,150)	263.00 %
52820 - Printing and Binding	5,000	-	-	0	-	0	5,000	0.00 %
53100 - Office Supplies	1,000	-	-	-	-	-	1,000	0.00 %
53250 - Fuel	34,000	7,400	9,293	13,737	9,000	39,430	(5,430)	115.97 %
Total Services and Supplies	\$ 591,700	\$ 111,597	\$ 145,690	\$ 110,800	\$ 149,500	\$ 517,588	\$ 74,113	87.47 %
Other Charges								
54600 - Depreciation Expense	40,000	-	-	-	40,000	40,000	-	100%
Total Other Charges	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ -	100%
Special Items								
57900 - Intrafund Transfers Out	25,000	3,053	3,117	2,587	3,058	11,815	13,185	47.26 %
Total Special Items	\$ 25,000	\$ 3,053	\$ 3,117	\$ 2,587	\$ 3,058	\$ 11,815	\$ 13,185	47.26 %
TOTAL REVENUE	656,700	42,276	308,907	303,360	196,100	850,643	(193,943)	130%
TOTAL EXPENSES	656,700	114,650	148,807	113,387	152,558	529,403	87,297	81%
TOTAL REVENUE - EXPENSES	\$ -	\$ (72,374)	\$ 160,099	\$ 189,973	\$ 43,542	\$ 321,240	\$ (281,240)	



Capital Projects
Year End Forecast

	Budget	Q1 Actuals	Q2 Actual	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41410 - Sales and Use Tax - Capital	1,000,000	-	-	-	258,868	258,868	741,132	26 %
Total Taxes	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 258,868	\$ 258,868	\$ 741,132	26 %
Intergovernmental Revenues								
43790 - ST - Other Funding	1,289,200	-	-	38,896	172,000	210,896	1,078,304	16 %
43890 - FED - Other Funding	-	-	59,465	-	250,000	309,465	(309,465)	100 %
43950 - Other - Governmental Agencies	810,800	-	-	-	-	-	810,800	0 %
Total Intergovernmental Revenues	\$ 2,100,000	\$ -	\$ 59,465	\$ 38,896	\$ 422,000	\$ 520,361	1,579,639	25 %
Revenue from Use of Money and Property								
45100 - Interest	-	269,733	214,457	131,159	-	615,349	(615,349)	100 %
Total Revenue from Use of Money and Property	\$ -	\$ 269,733	\$ 214,457	\$ 131,159	\$ -	\$ 615,349	\$ 964,291	100 %
Charges for Services								
46800 - Charges for Services	-	-	193,000	-	-	193,000	(193,000)	100 %
Total Charges for Services	\$ -	\$ -	\$ 193,000	\$ -	\$ -	\$ 193,000	\$ 771,291	100 %
Capital Assets								
55200 - Construction in Progress	-	-	-	-	-	-	-	100 %
55400 - Equipment	3,100,000	30,979	184,236	169,148	400,000	784,363	2,315,637	25 %
Total Capital Assets	\$ 3,100,000	\$ 30,979	\$ 184,236	\$ 169,148	\$ 400,000	\$ 784,363	\$ 2,315,637	25 %
TOTAL REVENUE	3,100,000	269,733	466,922	170,054	680,868	1,587,577	3,285,062	51%
TOTAL EXPENSES	3,100,000	30,979	184,236	169,148	400,000	784,363	2,315,637	25%
TOTAL REVENUE - EXPENSES	\$ -	\$ 238,754	\$ 282,686	\$ 906	\$ 280,868	\$ 803,214	\$ 969,425	



Debt Service Year End Forecast

	<i>Budget</i>	Q1 Actuals	Q2 Actual	Q3 Actual	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	200,000	200,000	-	-	-	200,000	-	100 %
Total Taxes	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -	100 %
Revenue from Use of Money and Property								
45100 - Interest	-	6	8	6	6	26	(26)	0 %
Total Revenue from Use of Money and Property	\$ -	\$ 6	\$ 8	\$ 6	\$ 6	\$ 26	\$ (26)	0 %
Other Charges								
54105 - Principal on Other Debt	200,000	-	92,409	-	92,409	184,818	15,182	92 %
Total Capital Assets	\$ 200,000	\$ -	\$ 92,409	\$ -	\$ 92,409	\$ 184,818	\$ 15,182	92 %
TOTAL REVENUE	200,000	200,006	8	6	6	200,026	(26)	100%
TOTAL EXPENSES	200,000	-	92,409	-	92,409	184,818	15,182	92%
TOTAL REVENUE - EXPENSES	\$ -	\$ 200,006	\$ (92,401)	\$ 6	\$ (92,403)	\$ 15,208	\$ (15,208)	



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Rebecca Schenck, Director of Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Contract Award for Short Range Transit Plan and Comprehensive Operational Analysis

RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to execute NVTA Agreement No. 26-C11 with Transportation Management and Design Inc. (TMD) for professional planning services associated with the Short Range Transit Plan and Comprehensive Operational Analysis update in an amount not to exceed \$300,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA conducted a competitive procurement to select a qualified consultant to prepare an updated Short Range Transit Plan (S RTP) and Comprehensive Operational Analysis (COA), two critical planning documents that will guide the future of Vine Transit over the next decade. The S RTP is required by the Metropolitan Transportation Commission (MTC) and the Federal Transit Administration (FTA) to maintain regional and federal planning compliance, while the COA will provide a comprehensive evaluation of transit operations, service performance, bus stop standards, and long-term implementation strategies. Staff recommends awarding a contract to TMD as the highest-ranked proposer based on demonstrated experience, technical qualifications, and Bay Area transit expertise. Completion of these planning efforts will position NVTA to improve transit service, prioritize future investments, and meet MTC's March 2027 S RTP deadline.

FISCAL IMPACT

Yes. Not to exceed \$300,000. Planning funds are programmed for this project over two fiscal years, FY27 and FY28. See the table below for the expenditure plan and funding plan.

Expenditure Plan	
Planning Services (Base Contract)	\$300,000
Total Expenditures	\$300,000
Funding Plan	
MTC SRTP Funding	\$40,000
CMA Planning Grant	\$260,000

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 sought a single firm to complete both a Short Range Transit Plan (SRTP) and Comprehensive Operational Analysis (COA) within 18 months of an executed contract. Both documents will be consistent with NVTA's Strategic Plan, which is currently underway. The Metropolitan Transportation Commission (MTC), in cooperation with the Federal Transit Administration (FTA) Region IX office, requires that public transit operators regularly update their SRTPs. This new SRTP will guide NVTA from 2027-2036, and NVTA needs to turn a draft into MTC by the end of March 2027.

The contract also includes additional work on a COA, which will include uniform standards and bus stop typology, review of performance standards, and a 10+ year implementation and funding plan. The COA will have a longer timeline and will take the information from the SRTP to inform the COA's additional tasks.

NVTA's existing SRTP was completed in 2022 covering the five years 2023-2028 and the existing COA was completed in 2019. Both existing plans were completed by NVTA staff. With all the changes in travel patterns and transit usage over the last six years, NVTA recommends an outside consultant to complete an update of both plans.

NVTA issued a Request for Proposals on May 7, 2026. NVTA highly advertised this proposal and had nine firms attend the pre-proposal conference. NVTA received four proposals by the submittal deadline of June 8, 2026.

A team of three NVTA staff reviewed the proposals and selected the top three scoring firms for an interview. Interviews were completed the week of June 22nd. Staff selected TMD due to the firm's experience completing SRTP and COA's throughout California and for their Bay Area specific expertise.

The purpose of this SRTP update is to remain federally compliant by updating the pre-existing SRTP to provide revised analysis to guide NVTA from 2027-2036. This should include an overview of Vine Transit services operated by NVTA, planning context of Vine Transit services, overview of existing operational service, goals, performance, and prior recommendations, analysis of fixed route service, analysis of paratransit service, analysis of shuttle services, marketing, overview of fleet and facilities plan, and a financial analysis of NVTA's public transit fund.

The current draft timeline for SRTP implementation is as follows:

- Contract Commencement: July 2026
- Guideline Adoption by MTC: Summer 2026
- Draft SRTP due: March 31, 2027
- Final SRTP due: July 1, 2027

This timeline however is subject to change and is expected to be extended when the MTC adopts the final guidelines.

The Comprehensive Operational Analysis builds upon the MTC guidelines for the SRTP and adds a few key tasks that will help the Vine Transit system, including paratransit and shuttles service analysis. A list of the key additional tasks in the COA include:

- Bus Stop Typology - Uniform standards for the following:
 - Conventional Bus Stops with no bikeway present
 - Conventional Bus Stops with Class II Bikeway Bus Stops
 - Floating Transit Islands with Sidewalk-Grade Bikeways
 - Floating Transit Islands with Roadway-Grade Bikeways
 - Class I Bike Path Bus Stop
 - Normal bus stops with on-street parking (angled, parallel) vs. no on-street parking.
 - Bus Stop Amenities
 - Benches, shelters, lighting and real-time signage
- Future Demand Assessment 5 to 10 years and beyond
- Performance Review Standards -NVTA Policies, Practices and Procedures Manual includes the sections with standards listed below:
 - Service Standards
 - Performance Measures and Performance Standards

- Operation Safe, Reliable and Comfortable Service – Measures and Standards
- Efficient Use of Resources – Measures and Standards

These standards have not been reviewed for over 10 years and need to be updated to align with NVTA's current operating procedures and industry standards

ALTERNATIVES

Without a contract, NVTA is at risk of not meeting the MTC SRTP deadline of March 31, 2027.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

The updated SRTP and COA would improve the transit system for people of all ages, abilities, and incomes in Napa County

ATTACHMENT(S)

- 1) NVTA Agreement No. 26-C11 with Transportation Management and Design Inc. (TMD)

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 26-C11

THIS AGREEMENT is made and entered into as of this ____ day of July, 2026 “Effective Date”, 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 Transportation Management and Design Inc., a Corporation in the State of California whose mailing address is 2701 Loker Ave. W., Suite 110, Carlsbad, CA 92010, hereinafter referred to as “CONSULTANT”;

RECITALS

WHEREAS, NVTA wishes to obtain specialized services to develop Short Range Transit Plan and Comprehensive Operational Analysis; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter a contract for services at its July 15 meeting; and

WHEREAS, CONSULTANT 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 CONSULTANT, and CONSULTANT 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 and shall expire eighteen (18) months from the effective date 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 CONSULTANT 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.** CONSULTANT shall provide NVTA with those services set forth in the Scope of Work 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) Rates. In consideration of CONSULTANT's fulfillment of the promised work, NVTA shall pay CONSULTANT at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$300,000 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONSULTANT to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum:

- i. CONSULTANT's name, address, Social Security or Taxpayer Identification Number
- ii. Agreement number and any Task Orders associated
- iii. Itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.
- iv. CONSULTANT shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to [Vendor Invoice Submittal](#), 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 CONSULTANT 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 shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONSULTANT within the State of California.

5. **Independent Consultant.** CONSULTANT shall perform this Agreement as an independent CONSULTANT. CONSULTANT and the officers, agents and employees of CONSULTANT are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONSULTANT shall, at CONSULTANT's own risk and expense, determine the method and manner by which duties imposed on CONSULTANT by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONSULTANT. NVTA shall

not deduct or withhold any amounts whatsoever from the compensation paid to CONSULTANT, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONSULTANT shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONSULTANT, including the agents or employees of CONSULTANT, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONSULTANT 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 CONSULTANT.

7. **Insurance.** CONSULTANT 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. CONSULTANT will provide workers' compensation insurance as required by law during the term of this Agreement, CONSULTANT shall provide workers' compensation insurance for the performance of any of the CONSULTANT'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. CONSULTANT 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 CONSULTANT or any officer, agent, or employee of CONSULTANT under this Agreement.

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

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONSULTANT'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 CONSULTANT with NVTA's Deputy Executive Director prior to commencement of performance of any of CONSULTANT'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) CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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, NVTAs Risk Manager, which approval shall not be denied unless the NVTAs 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 CONSULTANT by this Agreement. At the option of and upon request by NVTAs 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 NVTAs, its officers, employees, agents and volunteers or CONSULTANT 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, CONSULTANT shall hold harmless, defend at its own expense, and indemnify NVTAs and the officers, agents, employees and volunteers of NVTAs 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 CONSULTANT or its officers, agents, employees, volunteers, consultants and subconsultants in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTAs or its officers, agents, employees, volunteers, or other consultants or their subconsultants. 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.** CONSULTANT accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONSULTANT 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, CONSULTANT, shall hold NVTAs and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONSULTANT'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 14 (Notices). NVTAs hereby authorizes the NVTAs 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 CONSULTANT 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 CONSULTANT 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) CONSULTANT 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 CONSULTANT shall not be relieved of liability to NVTa for damages sustained by NVTa by virtue of any breach of the Agreement by CONSULTANT whether or not the Agreement expired or was otherwise terminated, and NVTa may withhold any payments not yet made to CONSULTANT for purpose of setoff until such time as the exact amount of damages due to NVTa from CONSULTANT 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

CONSULTANT

China Langer
President
2701 Loker Ave, W. Suite 110
Carlsbad, CA 92010

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and requires its employees and subconsultants to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONSULTANT 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 consultants.

(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 subconsultant's of CONSULTANT 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 CONSULTANT which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONSULTANT shall hold all such information as CONSULTANT 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, CONSULTANT shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONSULTANT may retain for its files a copy of CONSULTANT'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 CONSULTANT; therefore, CONSULTANT shall not assign any interest in this Agreement or subcontract any of the services CONSULTANT 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 CONSULTANT, or to perform any of the remaining services required under this Agreement within the same time frame required of CONSULTANT 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 CONSULTANT 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 CONSULTANT. Failure of CONSULTANT 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 CONSULTANT to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of 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.** CONSULTANT 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, CONSULTANT and its subconsultant'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. CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT and any of its subconsultant'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. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT 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. CONSULTANT 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 CONSULTANT under this Agreement are subcontracted to a third party; CONSULTANT shall include all the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subconsultant.

(d) Federal Required Clauses. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 C.F.R. 97.36(i), CONSULTANT 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 - CONSULTANT 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. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

1. NVTa and CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONSULTANT 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 subconsultant who will be subject to its provisions.

(g). 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. CONSULTANT 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.** CONSULTANT 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. CONSULTANT agrees to indemnify and hold NVTa harmless from any liability it may incur to the United States or the State of California because of CONSULTANT'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, CONSULTANT 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 CONSULTANT 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, CONSULTANT shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other authorized work hereunder and all pending matters are closed, whichever is later.

23. Authority to Contract. CONSULTANT and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter 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. CONSULTANT 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 CONSULTANT of such conflict. CONSULTANT further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONSULTANT 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 CONSULTANT under this Agreement.

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

“CONSULTANT”

Transportation Management & Design,
Inc.

By _____
DANIELLE SCHMITZ, Executive Director

By _____
CHINA LANGER, President

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
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 CONSULTANT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

2. TERMINATION

Consultant'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

Consultant 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 Consultant 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 Consultant 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

Consultant 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 Consultant'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 Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Consultant further agrees to include in all its third-party contracts hereunder a provision to the effect that the Consultant 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 subconsultant, 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, Consultant 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/offers 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/offers 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/offers's commitment to use a DBE subconsultant 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 consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant 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 consultant agrees to pay each subconsultant 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 consultant agrees further to return retainage payments to each subconsultant within thirty days after the subconsultants 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 Consultant 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

Consultant 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

Consultant certifies that neither it nor any of its participants, principals, or subconsultants 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. Consultant 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

Consultant 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 Consultant 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 Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

13. LOBBYING

Consultant 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, Consultant 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, Consultant 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 Consultant or its officers, agents, employees, volunteers, consultants and subconsultants 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 Consultant'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 Consultant'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

Consultant 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 Consultant (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

Consultant 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 subconsultants.

17. COMPLIANCE WITH FTA REGULATIONS

Consultant 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. Consultant'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 Consultant 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 Consultant and its subconsultants 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 consultant 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 consultant, 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 consultant 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 consultant does not make payments to a trustee or other third person, the consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant 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 consultant 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 consultant, 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 NVTa 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 consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, 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 consultant or any subconsultant 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 NVTa may, after written notice to the consultant, 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 consultant 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 consultant 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. Consultants 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 Consultant 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 Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the consultant or subconsultant 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 consultant or subconsultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The consultant or subconsultant 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 consultant or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, 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 consultant 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 consultant 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 consultants or subconsultants 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 consultant 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 consultant 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 consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The consultant or subconsultant 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 subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant 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 consultant and a subconsultant 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 consultant (or any of its subconsultants) 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 consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the consultant'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 consultant or subconsultant 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 consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant 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 consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts: The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier

subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Consultant 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, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Consultant 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 subconsultant who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT

(a) The Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

(b) The Consultant 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 Consultant, to the extent the Federal Government deems appropriate. (3) The Consultant 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 subconsultant 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 Consultant in the case of subconsultant bills-of-lading).

(b) Consultant and Subconsultant Clauses. "Use of United States-flag vessels: The consultant 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 consultant in the case of subconsultant 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

(Attached)

Short Range Transit Plan (SRTP) and Comprehensive Operational Analysis (COA) Scope of Work

Short Range Transit Plan

The Metropolitan Transportation Commission (MTC), in cooperation with the Federal Transit Administration (FTA) Region IX office requires that public transit operators as FTA grantees in the MTC region prepare and regularly update a Short-Range Transit Plan (SRTP) as input to regional transportation planning programming activities. NVTA's existing SRTP (included as Appendix 1) covered the five years 2023-2028.

The goal of this SRTP update is to remain federally compliant by updating the pre-existing SRTP to provide revised analysis to guide NVTA from 2027-2036. This should include an overview of Vine Transit services operated by NVTA, planning context of Vine Transit services, overview of existing operational service, goals, performance, and prior recommendations, analysis of fixed route service, analysis of paratransit service, analysis of shuttle services, marketing, overview of fleet and facilities plan, and a financial analysis of NVTA's public transit fund.

NVTA's SRTP will be due in accordance with the Metropolitan Transportation Commission's forthcoming Guidelines. The current draft timeline for SRTP implementation is as follows:

- Contract Commencement: July 2026
- Guideline Adoption by the MTC Board of Directors: Summer 2026
- Draft SRTPs due: March 31, 2027
- Final SRTPs due: July 1, 2027

Tasks and Deliverables

CONTRACTOR will perform at minimum, the following tasks/deliverables, and as defined in CONTRACTOR's proposal incorporated herein, as follows

Task 1: Project Management

Proposals will identify consultant approach to Project Management to ensure completion of the project on time and on budget. At a minimum, this task should include:

1.1 A Kickoff Meeting. CONTRACTOR shall in coordination with NVTA staff review and approve a final scope and determine a schedule for completing the project, including public outreach strategies.

Task 2: Existing Conditions Assessment

2.1 Review Existing Plans, Programs, and Policies

CONTRACTOR will assist with Plan consistency, as well as understanding current service, policies, and priorities of NVTA and local jurisdictions, perform a consistency screen of existing Plans and related documents, including identification of any inconsistent goals or policies.

This may include, but is not limited to the following:

- Existing Short Range Transit Plan
- NVTA Transit Policies
- National Transit Database annual reports
- Vine Customer Surveys
- NVTA Community Based Transportation Plan
- NVTA Financial Audits
- FTA Triennial Review Findings (NVTA currently undergoing a Triennial Audit with preliminary results available in August 2026)
- GTFS Static and Real-time feeds
- Title VI Report
- Existing adopted budgets for FY 2026-27 and FY 2027-28 as well as preliminary budget outlook for FY 2028-29 and FY 2029-30
- NVTA Active Transportation Plan as many transit riders either walk or ride to transit stops
- NVTA Countywide Transportation Plan
- NVTA Strategic Plan (in progress)

2.2 CONTRACTOR at a minimum, will compile and identify the following information:

- Describe any recently (since 2020) adopted changes to agency goals, objectives or standards.
- Discuss any near-term plans to revisit or update agency goals, objectives or standards during the SRTP horizon.
- Governance – describe changes to governing board composition or selection policies
- Organizational Structure – describe changes to management structure, contracted transportation services, or labor unions
- Transit Services Provided and Areas Served – describe changes to the type of service provided (ie. new modes, BRT, microtransit, paratransit) or service area geographies
 - Service area and clients served.
 - Hours of operation and level of service
 - Ridership/passenger counts
 - Boarding/alighting data
 - On-time performance data
 - GIS layers of Existing Routes with Stops, and ridership data

- Fare Structure – describe any changes to how fares are calculated or any changes to products and policies
- Revenue Fleet – describe any changes to the types of vehicles or vessels operated, and provide the number of each type of vehicle/vessel in the revenue fleet
- Facilities – describe any changes to agency facilities, including but not limited to stations and stops, right-of-way, park-and-ride locations, administrative offices, maintenance and fueling buildings, vehicle storage facilities, and bicycle facilities.

Task 2 Deliverables

- Internal draft existing conditions report including data, tables, figures and maps.
- Based upon staff comments, final existing Conditions Report is to be incorporated into the SRTP

Task 3 Public Outreach, Stakeholder Meeting and Presentations

CONTRACTOR shall develop a Public Engagement Plan that includes a comprehensive strategy to solicit meaningful public participation that is consistent with the NVTAs Title VI Plan and FTA Environmental Justice guidance, including outreach to low income, minority and Limited English Proficient (LEP) populations. Proposers are encouraged to identify innovative outreach methods, but at a minimum the outreach efforts should include:

3.1 Review and expand as necessary on Vine Transit's points of contact related to local governments, committee members, businesses, non-profits, etc.

3.2 Review Stakeholder interviews conducted during the NVTAs Strategic Plan and Countywide Transportation Plan and add up to ten (10) additional in-person (or virtual) stakeholder interviews. Including one member of public works in each of NVTAs incorporated jurisdictions: American Canyon, City of Napa, County of Napa, Yountville, St Helena and Calistoga as well as members of NVTAs Committees, such as the Paratransit Coordinating Council and Community Advisory Committee, and Spanish speaking community groups.

3.3 Review MTC's passenger rider survey results as well as a countywide Transit survey conducted by NVTAs, both from 2024. Develop a new survey measure to understand community opinions on existing services, gauge reactions to proposed services, and receive demographic information. Survey should be available in online and paper format in English, Spanish and Tagalog.

3.4 Pop-up Events, Community Open Houses, or other innovative outreach strategies made to maximize community engagement during the existing conditions and scenarios analysis phases of work at Transit Centers, Park and Rides and/or other locations identified by NVTAs staff in coordination with the

CONTRACTOR. CONTRACTOR should assume five (5) Pop-up Events and one (1) Community Open House.

3.5 Attend one (1) meeting of the Community Advisory Committee (CAC) on the first Wednesday of the odd months at 5:00 pm and one (1) Paratransit Coordinating Council (PCC) Meeting on the first Thursdays of the odd months at 10:00 am in person. These meetings are held every other month on the first Wednesday and first Thursday of the respective months (January, March, May, July, September, November). Also present at one NVRTA Board meeting, 3rd Wednesday of the month, virtually (meeting date will be determined by mutual agreement).

Task 3 Deliverables

- Public Engagement Plan
 - Development of content, including graphics and images, for project web page to be hosted on www.vinetransit.com and www.nvta.ca.gov
- Online and paper survey
- Public Engagement Materials for Community Meetings and Pop-ups
- Presentations to the CAC and PCC (in-person) and NVRTA Board (virtual)
- Public Participation Summary to be part of the SRTTP

Task 4: Ten Year Service Scenarios FY 27 through FY 36

CONTRACTOR shall develop and analyze three service scenarios for Vine Transit 1) decrease in revenues of 10% (NVRTA request, and not an MTC requirement) 2) no new revenues, 3) new revenues from a regional measure (this would be a very minor variation as NVRTA would not receive any revenues directly, this measure would only impact the Route 29 service to BART). This scenario planning exercise is intended to explore the service impacts of varying levels of revenue for transit. Under MTC SRTTP Guidelines there is an optional scenario - 125% of baseline revenues. That will not be part of the SRTTP but rather part of the COA tasks.

These SRTTP scenarios should consider system coverage, route structure, and frequency while ensuring that the communities most in need of transit are served and there are no disparate impacts to Title VI populations. The service scenarios should consider the following:

- Fixed route service, develop and analyze service scenarios that may include but not be limited to:
 - Eliminating, restructuring and/or re-defining of service areas underperforming, as defined by the Performance Standards, with the objective of improving performance and increasing ridership.
 - Special Focus Areas including how transit service will operate between the City of Napa and American Canyon as major multimodal improvements are slated for five intersections along SR 29 in American Canyon
 - Additional fare subsidy opportunities for senior citizens and/or youth

- Exploration of transit connection improvements to common tourist destinations
- On-Demand shuttles in Calistoga, St Helena, Yountville and American Canyon
 - Review service areas, hours of service, and operational practices, and provide recommendations for potential changes.
 - Review of current scheduling and operating practices including providing recommendations for ride scheduling and data collection technology that may assist in driver scheduling and other operational tasks.
 - Exploration of American Canyon shuttle hours into fixed route service
 - Exploration of transit connection improvements to common tourist destinations
 - Exploration of transit connections that may be provided through third parties like TNC companies or other services to provide mobility services to more rural communities like Calistoga and St. Helena.
- VineGo Paratransit
 - Examine the possibly of offering premium service beyond the current $\frac{3}{4}$ of a mile from the fixed route bus system and the corresponding fare structure
 - Review of current scheduling and operating practices including providing recommendations for ADA ride scheduling and data collection technology that may assist in driver scheduling and other operational tasks.

Task 4 Deliverables

- Internal Draft Service Scenarios analysis for Vine
- Internal Draft Shuttle Service Scenarios analysis for Calistoga, St Helena, Yountville and American Canyon
- Internal Draft Service Scenarios analysis for VineGo paratransit
- Incorporation of Staff comments to release Draft Service Scenarios including fixed routes and shuttles for Public Review and Incorporation into the SRTP
- An estimate of probable operational costs, including any savings or increases from current operations

Task 5: Implementation and Funding Plan

5.1 Implementation Plan. After public and stakeholder comments and based upon project team direction, the Service Scenarios shall be drafted and include:

- Description of the modes and types of transit services to be operated over the plan period.
- Express in the Excel template provided by MTC the planned levels of service hours and service miles. Separately identify the following:
 - Fixed route modes by type (e.g. local, express/commuter);

- Demand responsive modes by type (e.g., ADA, non-ADA older adult);

The table shall clearly identify service expansion and/or reduction by the year of planned deployment (expansion) and/or elimination (reduction).

- Describe any proposed revisions or improvements to fixed route services, ADA paratransit services, and other services
- Where reductions in service levels are necessary in order to achieve a balanced operating budget, describe the reductions and assess their impact on the affected service areas and communities (e.g., number of riders impacted, average change in wait time for passengers, etc.).
- Describe and discuss possible changes to operating expenses due to labor or service contract changes.
- Describe and discuss planned (not yet implemented or underway) service changes in response to the most recent federal Title VI report and/or FTA Triennial Review (if applicable)

5.2 Funding Plan. CONTRACTOR will work within the confines of the NVTa FY 2026-27 to FY 2027-28 Adopted Budget, along with NVTa revenue projections through FY 2035-36 to allocate funding for the Implementation Plan. Plan shall be in an online ADA accessible PDF format for NVTa to post on its website.

Task 5 Deliverables

- Internal Implementation and Funding Plan
- Production of Draft SRTP for public circulation after one set of comments on the Draft Implementation and Funding Plan

Task 6: Document Plan Approval and Adoption

Compile the deliverables from the prior five tasks into a Draft SRTP for public review and presentation to the Community Advisory Committee, Paratransit Coordinating Council and NVTa Board of Directors

Task 6 Deliverables:

- Notification materials for the DRAFT SRTP
- Final SRTP that addresses all comments received on the draft. The report shall be provided in an ADA accessible electronic format that can be edited by NVTa staff (Adobe Creative Suite or InDesign, MS Word, and Excel for spreadsheets), with all data sources and supporting materials. All electronic files are to be delivered to NVTa upon project completion.

Comprehensive Operational Analysis

A Comprehensive Operational Analysis (COA) is a planning document that includes an analysis of an existing transit system, identifies deficiencies and proposes recommendations to meet the goals and criteria set forth in the COA. The goal of the COA is to evaluate ridership, productivity, levels of service, service cost estimates, propose administrative policies, position re-classifications, performance analysis of paratransit services, service expansion recommendations, and collect outreach results from public engagement events. This plan will have a longer timeline and should take the information from the SRTP to inform recommended service changes.

NVTA last completed a COA back in July 2019. It was completed internally and consisted of the following four sections included in Appendix 2:

1. Market Assessment
2. Technical Analysis
3. Needs Assessment
4. Implementation Plan

The results from the prior COA were only fully realized for a short time from January 2020 to March 2020 before the impacts of COVID-19 resulted in limiting service hours and transitioning all local City of Napa fixed-route service to on-demand service. Moving out of the post COVID-19 era, NVTA has been slowly restoring service and currently is offering service in line with the prior COA, but with about 90% of the service hours. A new COA is needed to evaluate new travel demand data based on current commute patterns, travel demand & traffic conditions, as well as the political climate and opportunities for future funding.

The COA tasks can start immediately after the delivery of Task 3 (SRTP), specifically after the Public Outreach plan is adopted. The COA tasks outlined below will build upon the SRTP, with the COA Draft and Final Plans expected to be adopted approximately nine (9) months after the SRTP.

Task 1: Uniform Standards and Bus Stop Typology.

1.1 CONTRACTOR shall develop uniform standards that identifies a wide range of transit improvements, typologies like:

- Conventional Bus Stops with no bikeway present
 - Bus stop placements relative to roundabouts
 - Bus stop placements, far-side, near-side and mid-block
- Conventional Bus Stops with Class II Bikeway Bus Stops
 - Pullout Bus Stops
- Floating Transit Islands with Sidewalk-Grade Bikeways
- Floating Transit Islands with Roadway-Grade Bikeways
- Class I Bike Path Bus Stop

- Normal bus stops with on-street parking (angled, parallel) vs. no on-street parking.
- Bus Stop Amenities
 - Benches, shelters, lighting and real-time signage

It should include a brief description or definition of the treatment, any quantitative minimum standards as well as any best practices that may exceed those minimums. Toolbox should be balanced and responsive to different needs associated with urban and rural contexts and always take into consideration accessibility.

1.2 CONTRACTOR shall review the draft typologies at a Technical Advisory Committee Meeting (first Thursday of every month from 2pm-4pm) to the Public Works Directors of NVTa jurisdictions as well as Caltrans.

Task 1 Deliverables

- Final Typologies to be included in the Final Comprehensive Operational Analysis

Task 2 Future Demand Assessment, 5 to 10 years and beyond

To assess the potential of expanding NVTa's fixed route and service types within the current service area and into neighboring areas, particularly where service does not currently exist or where service needs adjustment (service decreases, increases in service, consideration of flexible/on-demand services, etc.). Where possible, this should be identified by latent demand by time of day, origin-destination zones and user group. In addition, the CONTRACTOR must consider alternate mode of transit—other than fixed route—to address the region's mobility needs.

Current census data will be analyzed to identify markets of potential riders that presently have inadequate transit service. The analysis will focus on identifying markets of underserved populations (i.e., those persons who because of age, mobility limitations, or low income would rely on public transportation), and commuter travel markets. The COA should also explore existing and possible transit connections to common tourist destinations, and strategies to attract Napa Valley visitors to use transit. This analysis will be corroborated by public service requests and public outreach gathered as part of the SRTP. This analysis will identify demographic characteristics of areas with high transit propensity, future land-use planning, and will identify areas that are presently underserved by transit. Key trip generators with regional travel patterns will also be identified.

This demand assessment will examine the following in NVTa's service area:

- Housing, employment, transit dependency, and other trip generating data

- Commuting patterns within service area location (Napa County) and to surrounding counties (Solano, Sonoma, Marin & Contra Costa)
 - Including exploration of offering new service to Sonoma County that could include, but is not limited to service from City of Napa to the Town of Sonoma to connect to Sonoma County Route 40, service from City of Napa to the Petaluma SMART station and/or service from Calistoga to the Santa Rosa Transit Mall
- Assessment of other origin/destination data from other sources (using data collected in the 2025 Napa Valley Travel Behavior Study (<https://nvta.ca.gov/wp-content/uploads/2025/11/2025-Travel-Behavior-Study-Final-Report.pdf>) and Solano Activity Base Model (SNABM) Update, once available
- Assessment of commuting and transit demand from SRTTP
- Assessment of projected travel markets from other transit studies in the Bay Area, such as Transit 2050+
- Title VI and other equity considerations

Task 2 Deliverables: Results of demand assessment will be incorporated in the development of a report that includes long-term recommendations. Results will be compared with suggestions/comments by the public in a discernable matrix that outlines current needs both within the current service area and in neighboring areas.

Task 3 Performance Standards Review

NVTA Policies, Practices and Procedures Manual – Transit Policies (Attachment 3) includes the sections with standards as listed below:

- Service Standards
- Performance Measures and Performance Standards
- Operation Safe, Reliable and Comfortable Service – Measures and Standards
- Efficient Use of Resources – Measures and Standards
- Be a Forward Think Organization Meeting the Needs of an Evolving and Diverse Community – Measures and Standards

These standards have not been reviewed for over 10 years and need to be updated to align with NVTA's current operating procedures and industry standards.

3.1 CONTRACTOR shall review the NVTA Countywide Transportation Plan, Intersections 2050, <https://nvta.ca.gov/planning-and-projects/planning/regional/countywide-transportation-plan/>, because changes in the performance standards for the transit system must align with the goals and performance standards outlined in this plan.

3.2 CONTRACTOR shall produce a draft update to NVTAs existing performance standards to be included in the Draft Comprehensive Operational Analysis.

Task 3 Deliverables: Final Performance Standards to be included in the Final Comprehensive Operational Analysis.

Task 4: Implementation and Funding Plan (5 to 10+ years)

Recommendations for the COA Implementation and Funding Plan will be carefully staged to support changes that occur in conjunction with the implementation of the Short Range Transit Plan. These 5-10 year improvements will likely require additional resources. In addition, the Future Demand Assessment (Task 2), will be a primary source for identifying the potential for expanded service, new service types, new routes and the corresponding capital resources and look at 125% of the revenue forecast developed in the SRTP.

4.1 CONTRACTOR will build upon the SRTP service changes and potentially make recommendations for two larger service changes to service that may require additional funding, capital resources and/or changes in vehicle types.

4.2 Based upon the recommendations in Task 4.1 the CONTRACTOR will provide details on Capital resource upgrades such as bus stops/amenities, transit centers, park-and-ride lots, administrative/maintenance facilities, and ITS investments. The CONTRACTOR will identify specific locations and additional amenities at bus stops throughout the Vine service area. The CONTRACTOR will also examine both the NVTAs owned Soscol Gateway Transit Center as well as other transit centers served by NVTAs including the Vallejo Transit Center, Sereno Transit Center, Fairfield Transit Center, Suisun/Fairfield Amtrak Station, and El Cerrito del Norte BART station.

4.3 CONTRACTOR, if necessary, will recommend changes in the vehicle size (40 ft to 18 ft), fuel type (Diesel, CNG, unleaded, electric or hydrogen) for future vehicle procurements, as well as explore the potential for utilization of smaller and/or more efficient vehicles for ADA paratransit service. NVTAs existing fleet plan for fixed route vehicles is outlined in its 2022 Zero Emission Bus Rollout Plan, which is included in Appendix 4.

4.4 Outline Funding Plan. CONTRACTOR will develop a 5 to 10+ year Financial Plan for planned services. The financial analysis will project anticipated operational and capital costs and realistic transit revenues from fare collection funds, Federal Transit Administration funds, State Transportation Development Act (TDA) funds, other grants, joint funding with adjacent jurisdictions, and private partnership opportunities.

Financial plan shall, at a minimum, include:

a) A review of the current financial condition of NVTAs public transit fund, including an evaluation of cost trends and the historical use of funds including formula-based

payments, grants, and other sources, as well as guidance on the appropriate need for resources.

b) Development of at least two financial scenarios of future expenses and revenues.

On the expense side, meet requirements for maintaining current operations and possible future service expansions, while considering maintenance, rehabilitation, technology enhancements, and capital costs (vehicle replacement and expansion, bus stop upgrades, and other capital projects). On the revenue side, identify, analyze and provide realistic projections for transit revenues from farebox revenue, Federal Transit Administration funds, joint funding with adjacent jurisdictions, fare structure alternatives, and private partnership opportunities, or other funding sources and grants that may be available. The two financial scenarios should include two funding plans that forecasts the cost to operate expanded service.

c) Identify and develop strategies to help ensure continued transit funding in Napa County including looking at additional support from local jurisdictions and/or the local school districts.

Task 4 Deliverables

- Internal Implementation and Funding Plan (5 to 10 years)
- Production of Draft COA for public circulation after one set of comments on the Draft Implementation and Funding Plan

Task 5: Document Plan Approval and Adoption

5.1 Draft Plan for NVTa Review. CONTRACTOR shall incorporate all work and reports/deliverables into a single Draft COA for review. Include two (2) rounds of review.

Deliverable: Provide a draft plan that evaluates proposed service and facilities improvements following Plan adoption. Create relevant online digital assets.

5.2 Agency Presentations, Resolutions and Final Plan Adoption. CONTRACTOR shall present the Draft COA to the NVTa Board of Directors. Incorporate public comment following required timeframe and prepare a final draft of the Plan, adoption memoranda, and related materials.

Deliverable: Final Comprehensive Operational Analysis

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

EXHIBIT B

CONTRACTOR'S PROPOSAL

(Attached)



RFP 26-R09

COST PROPOSAL - COVER SUMMARY SHEET

INSTRUCTIONS

- 1) The total cost of all items combined should be a not-to-exceed cost proposal.
- 2) Proposer can edit the spreadsheet and add additional detail as necessary.

Tasks	Total Unit	Number of Units	TOTAL COSTS	Comments
1. SRTP TASK 1 PROJECT MANAGEMENT	\$ 177.90	88	\$ 15,655.20	
KICKOFF MEETING	\$ 177.90	88	\$ 15,655.20	Includes ongoing Project Management. Blended rate includes Ron Kilcoyne, Andy Furillo, and TMD Contract Manager
2. SRTP TASK 2 DELIVERABLES	\$ 241.52	284	\$ 33,395.48	
INTERNAL DRAFT EXISTING CONDITIONS	\$ 115.27	224	\$ 25,820.48	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Gary Hewitt, Britney Tran, and Associate Planner
FINAL EXISTING CONDITIONS REPORT	\$ 126.25	60	\$ 7,575.00	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Gary Hewitt, Britney Tran, and Associate Planner
3. SRTP TASK 3 DELIVERABLES	\$ 730.20	432	\$ 65,250.60	
PUBLIC ENGAGEMENT PLAN	\$ 185.25	154	\$ 28,528.50	Includes staffing of Open Houses and Pop-Up Events Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, and Anna Joos
SURVEYS	\$ 120.62	90	\$ 10,855.80	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Anna Joos, Britney Tran, Bobbi Duley, and Associate Planner
PUBLIC ENGAGEMENT MATERIALS	\$ 151.02	77	\$ 11,628.54	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Anna Joos, Britney Tran, Bobbi Duley, and Associate Planner
BOARD PRESENTATIONS	\$ 154.22	29	\$ 4,472.38	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, and Anna Joos
PUBLIC PARTICIPATION SUMMARY	\$ 119.09	82	\$ 9,765.38	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Anna Joos, and Associate Planner
4. SRTP TASK 4 DELIVERABLES	\$ 746.07	268	\$ 39,978.06	
INTERNAL DRAFT SERVICE SCENARIOS ANALYSIS FOR VINE	\$ 172.40	62	\$ 10,688.80	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Britney Tran, and Associate Planner
INTERNAL DRAFT SHUTTLE SERVICE SCENARIOS ANALYSIS / JPAS	\$ 132.08	62	\$ 8,188.96	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Britney Tran, and Associate Planner
INTERNAL DRAFT SERVICE SCENARIOS ANALYSIS FOR VINEGO	\$ 156.77	50	\$ 7,838.50	Blended rate includes Ron Kilcoyne, Andy Furillo, Gary Hewitt, Britney Tran, and Associate Planner
INCORPORATION OF STAFF COMMENTS	\$ 148.08	36	\$ 5,330.88	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Gary Hewitt, and Britney Tran
ESTIMATE OF PROBABLE OPERATIONAL COSTS	\$ 136.74	58	\$ 7,930.92	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Gary Hewitt, and Associate Planner
5. SRTP TASK 5 DELIVERABLES	\$ 271.47	150	\$ 19,063.05	
INTERNAL IMPLEMENTATION AND FUNDING PLAN	\$ 151.95	35	\$ 5,318.25	Blended rate includes Ron Kilcoyne, Michael Couvrette, and Andy Furillo
DRAFT SRTP PRODUCTION AND PUBLIC CIRCULATION	\$ 119.52	115	\$ 13,744.80	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, and Associate Planner
6. SRTP TASK 6 DELIVERABLES	\$ 284.69	152	\$ 21,316.64	
NOTIFICATION MATERIALS FOR DRAFT SRTP	\$ 145.42	24	\$ 3,490.08	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, and Bobbi Duley
FINAL SRTP	\$ 139.27	128	\$ 17,826.56	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Gary Hewitt, Britney Tran, and Bobbi Duley

RFP 26-R09 COST PROPOSAL - COVER SUMMARY SHEET

INSTRUCTIONS

- 1) The total cost of all items combined should be a not-to-exceed cost proposal.
- 2) Proposer can edit the spreadsheet and add additional detail as necessary.

Tasks	Total Unit	Number of Units	TOTAL COSTS	Comments
7. COA TASK 1 DELIVERABLES	\$ 128.18	132	\$ 16,919.76	
FINAL TYPOLOGIES	\$ 128.18	132	\$ 16,919.76	Blended rate includes Ron Kilcoyne, Michael Couvrette, Anna Joos, Bobbi Duley, and Associate Planner
8. COA TASK 2 DELIVERABLES	\$ 131.21	180	\$ 23,617.80	
INCORPORATION OF DEMAND ASSESSMENTS W/LONG TERM RECOMMENDATIONS	\$ 131.21	180	\$ 23,617.80	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Britney Tran, and Associate Planner
9. COA TASK 3 DELIVERABLES	\$ 133.20	140	\$ 18,648.00	
FINAL PERFORMANCE STANDARDS FOR FINAL COA	\$ 133.20	140	\$ 18,648.00	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Gary Hewitt, and Associate Planner
10. COA TASK 4 DELIVERABLES	\$ 267.47	136	\$ 17,828.56	
INTERNAL IMPLEMENTATION AND FUNDING PLAN (5-10 YEARS)	\$ 142.72	48	\$ 6,850.56	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, and Associate Planner
DRAFT COA FOR PUBLIC CIRCULATION	\$ 124.75	88	\$ 10,978.00	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, and Associate Planner
11. COA TASK 5 DELIVERABLES	\$ 257.44	224	\$ 28,286.80	
DRAFT COA PLAN FOR INTERNAL REVIEW	\$ 122.51	156	\$ 19,111.56	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Britney Tran, Bobbi Duley, and Associate Planner
FINAL COA PLAN	\$ 134.93	68	\$ 9,175.24	Blended rate includes Ron Kilcoyne, Michael Couvrette, Andy Furillo, Britney Tran, Bobbi Duley, and Associate Planner
TOTAL COST			\$ 299,959.95	

**** FIRM'S DETAILED COST PROPOSAL WITH RATE SHEET ATTACHED ****



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance and Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov
SUBJECT: Purchase Order No. 26-P38 Regatta Solutions and 26-P39 with Agave Systems for Photovoltaic System Monitoring, Repairs and Annual Maintenance services at the Soscol Gateway Transit Center

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and allow for minor modifications to Agreement No 26-P38 (Attachment 1) with Regatta Solutions for photovoltaic system monitoring, repairs and annual maintenance services at the Soscol Gateway Transit Center in an amount not to exceed \$122,235.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The solar system located on the rooftop of the Soscol Gateway Transit Center (SGTC) was installed in 2012. Since its installation, the system has not received regular inspections, monitoring, or cleaning. During a recent evaluation, a consultant found that the solar array requires cleaning and that several components are no longer functioning properly and need to be replaced.

The contract with Regatta Solutions will provide for the replacement of functionally obsolete components, and cleaning of the system. The purchase order with Agave Systems (Attachment 2) will provide ongoing monitoring of electrical generation to help ensure the solar array operates at optimal levels.

FISCAL IMPACT

Yes, for an amount up to \$122,235 Transportation Development Act funds have been identified as the source of funding.

Expenditure Plan

Service	Amount	Timeline
Solar Monitoring Hardware	\$7,310	One-time cost
Analytics Subscription	\$6,220	Annually, 5 years
Equipment Replacement	\$77,430	One-time cost
Hardware Maintenance	\$31,275	Annually, 5 years
TOTAL	\$122,235	

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 solar photovoltaic system was installed in 2012 during the construction of the SGTC. At the time, the solar system was in the agency's interest as part of the facility's commitment to sustainability and reducing long-term energy costs. Since its installation more than a decade ago, the system has not undergone routine inspections, performance monitoring, preventative maintenance, or cleaning.

As a result of the lack of ongoing maintenance and monitoring of electrical generation and capacity, the condition and performance of the solar array became a concern. A comprehensive evaluation conducted by a qualified consultant determined that the system has been overheating, due to defective cooling systems, and shuts down stopping any electrical generations and potential cost savings. The assessment identified a buildup of dirt and debris on the solar panels, which is reducing energy production and overall efficiency. In addition, several system components have reached the end of their useful life or are no longer functioning properly, resulting in diminished performance and reliability.

The consultant recommended a series of corrective actions, including cleaning the solar panels, replacing malfunctioning and obsolete components, and implementing ongoing monitoring measures to ensure the system operates safely, efficiently, and at its maximum energy-generating potential. Addressing these deficiencies will help restore the system's performance, extend its useful life, and maximize the return on the agency's original investment in renewable energy infrastructure.

ALTERNATIVES

Without an agreement, the solar system would likely continue to operate below its intended capacity, resulting in reduced energy generation and diminished cost savings.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Use taxpayer dollars efficiently.

Keeping the solar system in a state of good repair will maximize energy-generating potential, extend its useful life, and optimize the return on the agency's original investment in renewable energy infrastructure.

ATTACHMENTS

- (1) NVTA Purchase Order No. 26-P38 Regatta Solutions
- (2) NVTA Purchase Order No. 26-P39 Agave Systems



Purchase

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

VENDOR

REGATTA SOLUTIONS
27132 PASEO ESPADA, SUITE 1201
SAN JUAN CAPISTRANO, CA 92675

ALEX CROWN | 707-235-4745
ACROWN@REGATTASP.COM

Purchase Order #: 26-P38

Date: 6/15/2026

Vendor ID: NEW

Bill To:

Napa Valley Transportation Authority
ATTN: Accounts Payable
ap@nvta.ca.gov
625 Burnell Street
Napa, CA 94559-2912

Ship To:

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Kathy Alexander | 707-259-8627

Requested By	Delivery Date	Ship Via	FOB	Buyer	Terms	Tax ID
ALEXANDER		N/A	N/A	COOMBS	NET 30	68-0471080

ITEM NO.	QTY	UOI	DESCRIPTION			TAXED Y/N	UNIT PRICE	EXTENDED PRICE																
001	01	LS	INVERTER REPLACEMENT			N	\$77,430	\$77,430																
002	05	YR	ANNUAL SOLAR & MONITORING			N	\$31,275	\$31,275																
			HARDWARE MAINTENANCE																					
			<table><tr><th>Milestone</th><th>Percentage</th><th>Amount</th></tr><tr><td>Contract Signing</td><td>30%</td><td>\$ 23,229</td></tr><tr><td>Permit Issuance</td><td>50%</td><td>\$ 38,715</td></tr><tr><td>Project Completion</td><td>20%</td><td>\$ 15,486</td></tr><tr><td>Total</td><td></td><td>\$ 77,430</td></tr></table>			Milestone	Percentage	Amount	Contract Signing	30%	\$ 23,229	Permit Issuance	50%	\$ 38,715	Project Completion	20%	\$ 15,486	Total		\$ 77,430				
Milestone	Percentage	Amount																						
Contract Signing	30%	\$ 23,229																						
Permit Issuance	50%	\$ 38,715																						
Project Completion	20%	\$ 15,486																						
Total		\$ 77,430																						
							SUBTOTAL	\$108,705																

Notes: Annual maintenance has 2.5% cost escalation for years two through 5 (2-5).

[This purchase is subject to prevailing wage.](#)

NOTICE TERMS AND CONDITIONS OF REGATTA SOLUTIONS MSA AGREEMENT

Invoices are to be submitted electronically to NVTA, ATTN: Accounts Payable, at ap@nvta.ca.gov. **Please identify taxable line items on invoice.**

See Standard General Terms and Conditions attached.

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

ALEX CROWN, VP Business Development DATE

DANIELLE SCHMITZ, Executive Director DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION:



Purchase

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

VENDOR

AGAVE SYSTEMS INC.
27132 PASEO ESPADA #1201
SAN JUAN CAPISTRANO, CA 92675

Purchase Order #: 26-P39

Date: 6/18/2026

Vendor ID: NEW

Bill To:

Napa Valley Transportation Authority
ATTN: Accounts Payable
ap@nvta.ca.gov
625 Burnell Street
Napa, CA 94559-2912

Ship To:

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Kathy Alexander | 707-259-8627

Requested By	Delivery Date	Ship Via	FOB	Buyer	Terms	Tax ID
ALEXANDER	N/A	N/A	N/A	COOMBS	NET 30	68-0471080

ITEM NO.	QTY	UOI	DESCRIPTION	TAXED Y/N	UNIT PRICE	EXTENDED PRICE
001	01	YR	DATA ACQUISITION & HARDWARE	N	\$7,310.00	\$7,310.00
002	05	YR	ANALYTIC SUBSCRIPTION	N	\$6,220.00	\$6,220.00
			Years One and Two (1 & 2) Monthly: \$100			
			Year Three (3) Monthly: \$103.00			
			Year Four (4) Monthly: \$106.09			
			Year Five (5) Monthly: \$109.27			

Notes: 3% annual price escalator for years 3 through 5.

[This purchase is subject to prevailing wage.](#)

NOTICE OF TERMS AND CONDITIONS OF AGAVE MSA AGREEMENT.

Invoices are to be submitted electronically to NVTA, ATTN: Accounts Payable, at ap@nvta.ca.gov. **Please identify taxable line items on invoice.**

See Standard General Terms and Conditions attached.

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

SIGNATURE AUTHORITY

DATE

DANIELLE SCHMITZ, Executive Director DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION:



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: Agreement No. 26-C17 with RSA+ for Engineering Design Services for the Burnell Street Sidewalk Improvement Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Agreement No. 26-C17 with RSA+ for engineering design and related services to support the Burnell Street Sidewalk Improvement Project in an amount not to exceed \$130,000.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The Burnell Street Sidewalk Improvements project will provide a continuous, ADA compliant pedestrian facility along the east side of Burnell Street adjacent to the Napa Valley Expo, improving pedestrian access and safety between key activity centers including the Expo grounds and the Soscov Gateway Transit Center.

The project will build upon prior work initiated by NVTA in 2015, which identified the need for sidewalk improvements and right-of-way acquisition from the Napa Valley Expo property to accommodate a standard sidewalk corridor. This effort will advance the project from previously developed conceptual plans to implementable (100%) design and right-of-way acquisition support, consistent with current City of Napa standards and ADA requirements.

FISCAL IMPACT

This item commits NVTA to an amount not to exceed \$130,000, including \$109,521 in base contract amount and \$20,479 in contingency.

This Board has previously awarded \$100,000 in funding for design of the Burnell Street Sidewalk project through a Transportation Development Act Article 3 (TDA-3) grant. The remaining \$30,000 would come from Transportation Development Act (TDA) funds.

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

For many decades, Burnell Street in the City of Napa has served adjacent commercial and light industrial uses, including automotive repair and rental businesses, and until recently, Bell Products, a locally owned HVAC and sheet metal fabricator. In 2012, NVTA completed construction of the Soscot Gateway Transit Center (SGTC) at the corner of 4th Street and Burnell. SGTC currently serves as the primary public transit hub for local and regional transit routes serving more than 525,000 riders annually.

Today, Burnell Street lacks sidewalks on the east side of the roadway between 4th Street and Seventh Street, a segment of approximately 850 feet. While portions of sidewalk exist on the west side of Burnell Street, they are fragmented and have numerous driveways and land-use related obstructions. The Burnell Street Sidewalk Improvement Project on the east side of Burnell will provide a contiguous path of travel, enhance safety, and support long-term improvements in the vicinity.

As part of the City of Napa's pavement maintenance program, Burnell St. is scheduled for repaving in calendar year 2027. Advancing this sidewalk project prior to repaving will reduce overall costs and eliminate the need to cut into recently completed pavement to install curb & gutter. NVTA staff have had preliminary conversations with the City of Napa to support project alignment, as well as with Napa Expo, which owns the frontage of Burnell Street within the proposed project limits, on project scope, timing, and general support of this effort.

Staff anticipate an approximately six-month duration for this project to reach final design.

ALTERNATIVES

The Board may choose to direct staff to revise and re-issue the solicitation. However, this approach would delay design work, and the anticipated construction of proposed

improvements. This may increase final construction costs if the project is unable to coordinate with the planned City of Napa paving of Burnell Street, as discussed above.

The Board may also choose to reject this solicitation and postpone or cancel the project. This would result in continued sub-standard pedestrian access to SGTC and reduced opportunities to support mobility needs of Vine Transit riders and those traveling to or from other nearby destinations.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

Awarding a contract for design of the Burnell Street Sidewalk Improvement Project will support completion of sidewalks, improving mobility and safety for transit riders and others traveling along the corridor.

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

The Burnell Street corridor currently lacks contiguous safe pedestrian connectivity. This project will advance efforts to construct sidewalks, reducing potential conflicts between pedestrians and other roadway users.

ATTACHMENTS

- 1) Preliminary Project Location Map
- 2) Draft Agreement 26-C17

**Napa Valley Transportation Authority
Burnell Street Sidewalk Improvement Project**

Preliminary Project Location Map



No Scale. For Illustrative Purposes Only.



NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)

AGREEMENT NO. 26-C17

THIS AGREEMENT is made and entered into as of this _____ day of July, 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 "NVRTA", and RSA+ doing business as a California S. Corporation, whose mailing address is 1515 Fourth Street, Napa, CA 94559, hereinafter referred to as "CONSULTANT";

RECITALS

WHEREAS, NVRTA wishes to obtain specialized services to advance the project from previously developed conceptual plans to implementable (100%) design and ROW acquisition support, consistent with current City of Napa standards and ADA requirements; and

WHEREAS, NVRTA has authorized the NVRTA Executive Director to enter into a contract for services at its July 15, 2026 meeting; and

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

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2026 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 CONSULTANT to NVRTA 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.** CONSULTANT shall provide NVTa those services set forth in the Scope of Work (EXHIBIT A) and Consultant's Proposal (EXHIBIT B), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT B that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total not-to-exceed amount of \$109,521 for professional services and expenses; 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 CONSULTANT to NVTa of an itemized billing invoice in a form acceptable to the NVTa Director Administration, Finance and Policy which indicates, at a minimum:

- i. CONSULTANT's name, address, Social Security or Taxpayer Identification Number
- ii. Agreement number and any Task Orders associated
- iii. Itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.
- iv. CONSULTANT shall submit invoices not more often than every 30 days to NVTa Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to [Vendor Invoice Submittal](#), 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 CONSULTANT 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 CONSULTANT within the State of California.

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

6. **Specific Performance.** It is agreed that CONSULTANT, including the agents or employees of CONSULTANT, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONSULTANT 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 CONSULTANT.

7. **Insurance.** CONSULTANT 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. CONSULTANT will provide workers' compensation insurance as required by law during the term of this Agreement, CONSULTANT shall provide workers' compensation insurance for the performance of any of the CONSULTANT'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. CONSULTANT 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 CONSULTANT or any officer, agent, or employee of CONSULTANT under this Agreement.

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

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONSULTANT'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 CONSULTANT with NVTA's Deputy Executive Director prior to commencement of performance of any of CONSULTANT'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) CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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, NVTAs Risk Manager, which approval shall not be denied unless the NVTAs 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 CONSULTANT by this Agreement. At the option of and upon request by NVTAs 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 NVTAs, its officers, employees, agents and volunteers or CONSULTANT 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, CONSULTANT shall hold harmless, defend at its own expense, and indemnify NVTAs and the officers, agents, employees and volunteers of NVTAs 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 pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or its officers, agents, employees, volunteers, consultants and subconsultants in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTAs or its officers, agents, employees, volunteers, or other consultants or their subconsultants. 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**. CONSULTANT accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONSULTANT 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, CONSULTANT, shall hold NVTAs and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONSULTANT'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). NVTAs hereby authorizes the NVTAs 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 CONSULTANT 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 CONSULTANT 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) CONSULTANT 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 CONSULTANT shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONSULTANT whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONSULTANT for purpose of setoff until such time as the exact amount of damages due to NVTA from CONSULTANT 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

CONSULTANT

Jeremy Sill
VP, Principal
1515 Fourth Street
Napa, CA 94559

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and requires its employees and subconsultants to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONSULTANT 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 consultants.

(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 subconsultant's of CONSULTANT 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 CONSULTANT which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONSULTANT shall hold all such information as CONSULTANT 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, CONSULTANT shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONSULTANT may retain for its files a copy of CONSULTANT'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 CONSULTANT; therefore, CONSULTANT shall not assign any interest in this Agreement or subcontract any of the services CONSULTANT 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 CONSULTANT, or to perform any of the remaining services required under this Agreement within the same time frame required of CONSULTANT 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 CONSULTANT 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 CONSULTANT. Failure of CONSULTANT 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 CONSULTANT to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of 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.** CONSULTANT 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, CONSULTANT and its subconsultant'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. CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT and any of its subconsultant'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. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT 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. CONSULTANT 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 CONSULTANT under this Agreement are subcontracted to a third party; CONSULTANT 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 subconsultant.

21. **Taxes.** CONSULTANT 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. CONSULTANT agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State

of California because of CONSULTANT'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, CONSULTANT 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 CONSULTANT 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, CONSULTANT shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other authorized work hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONSULTANT 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. CONSULTANT 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 CONSULTANT of such conflict. CONSULTANT further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONSULTANT 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 CONSULTANT under this Agreement.

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

“CONSULTANT”
RSA+

By _____
DANIELLE SCHMITZ, Executive Director

By _____
JEREMY SILL, Vice President &
Principal

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
NVTA General Counsel

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide NVTa with the following services:

Project Understanding

The Burnell Street Sidewalk Improvements project will provide a continuous, ADA-compliant pedestrian facility along the east side of Burnell Street adjacent to the Napa Valley Expo, improving access between key activity centers including the Expo grounds and the Soscol Gateway Transit Center.

The project will build upon prior work initiated by NVTa in 2015, which identified the need for sidewalk improvements and right-of-way acquisition from the Napa Valley Expo property to accommodate a standard sidewalk corridor. This effort will advance the project from previously developed conceptual plans to implementable (100%) design and right-of-way acquisition support, consistent with current City of Napa standards and ADA requirements.

Coordination with Work Efforts:

The City of Napa is planning to repave Burnell Street in Summer 2027. The Burnell St. Sidewalk Improvements project shall be coordinated with the City's paving project timeline to ensure:

- Sidewalk, curb, and gutter improvements are constructed in advance of paving, where feasible
- Final paving can conform directly to new curb and gutter without the need for patching or rework
- Design and construction schedules are aligned to support efficient delivery of both projects

The Consultant shall proactively coordinate design, phasing, and schedule with the City of Napa to support this objective, with this scope of work completed no later than December 31, 2026. Phasing will be evaluated during design to align with right-of-way acquisition, utility coordination, and City paving schedule.

Task 1 – Project Management & Coordination

- Conduct kickoff meeting with NVTa staff to confirm:
 - Project limits, assumptions, and prior work
 - Roles/responsibilities (NVTa, City of Napa, Napa Valley Expo)
 - Coordination strategy and schedule alignment with City of Napa paving project

- Prepare and maintain project schedule and budget tracking
- Develop and maintain a coordinated delivery schedule tied to City paving milestones
- Provide ongoing coordination with:
 - NVTa
 - City of Napa
 - Napa Valley Expo / State Fair
- Attend regular coordination meetings and stakeholder meetings

Deliverables:

- Project Management Plan (PMP)
- Updated project schedule (baseline + updates)
- Integrated project delivery schedule with City paving milestones

Task 2 – Data Collection & Existing Conditions Review

- Compile and review:
 - Prior project documents, plans, and exhibits (2015 work by RSA, layouts, ROW maps and legal descriptions, etc.)
 - Utility mapping and record drawings
 - City standards and applicable design criteria
- Perform site reconnaissance to validate existing conditions
- Identify key constraints:
 - Stormwater and Drainage
 - Utilities
 - Existing trees to be preserved
 - Existing access points & structures
 - ADA deficiencies

Deliverables:

- Existing Conditions Memo
- Base mapping validation summary

Task 3 – Survey & Base Mapping

Building upon prior survey work, update or supplement as needed:

- Topographic survey of project corridor (Burnell Street frontage)

- Boundary and right-of-way determination
- Title research and mapping of ownership limits
- Identification of required easement or fee acquisition areas
- Arborist inspection of existing trees

Task 4 – Utility Investigation & Potholing

- Perform utility coordination and conflict identification
- Compile and review available utility records and mapping
- Identify potential conflicts and required relocations or design adjustments

Deliverables:

- Utility conflict matrix
- Updated base mapping with verified utilities

Task 5 – Preliminary Right-of-Way Engineering & Acquisition Support

- Develop preliminary right-of-way requirements based on initial design assumptions (alignment, grading, and sidewalk placement) to support feasibility review and early coordination
- Prepare preliminary right-of-way requirements, including draft easement plats and legal descriptions (subject to refinement)
- Develop ROW exhibits and provide NVTa with technical support during negotiations with property owners:
 - Napa Valley Expo
 - City of Napa
- Provide or retain qualified right-of-way acquisition and appraisal services as subconsultants to support easement acquisition, valuation, negotiations, and related right-of-way activities
- Coordinate ROW limits with final design to minimize impacts while maintaining City standard improvements (target 10-ft sidewalk corridor)
- Final right-of-way limits and documents will be refined and finalized through the 65% and 100% design phases

Deliverables:

- Preliminary ROW plans and exhibits for coordination and negotiations
- Draft legal descriptions and plats (subject to refinement)
- Acquisition of exhibit package for initial engagement

Task 6 – Preliminary Engineering (65% PS&E)

- Develop 65% plans including:
 - Horizontal and vertical geometry
 - ADA-compliant curb ramps and crossings
 - Stormwater and Drainage
 - Utility conflicts and relocation requirements
 - Signing/stripping (as needed)
- Coordinate design with City paving section to ensure compatible cross section and conform limits
- Conduct design review with NVTa, City, and Napa Valley Expo
- Advance right-of-way documents to a level suitable for acquisition, as directed by NVTa

Deliverables:

- 65% Plans
- Basis of Design / Design Memo
- Updated cost estimate

Task 7 – Final Design (100% PS&E)

- Prepare final construction documents:
 - Plans, specifications, and engineer's estimate (PS&E)
- Address all review comments
- Ensure compliance with City of Napa standards and ADA requirements
- Include construction phasing and notes to support pre-paving installation of curb, gutter, and sidewalk improvements
- Finalize right-of-way documents consistent with final design for acquisition and recordation

Deliverables:

- 100% PS&E package
- Final ROW documentation

Task 8 – Environmental Clearance Support

- Prepare environmental documentation as needed (anticipated CEQA categorical exemption)

- Prepare technical memos or exhibits to support environmental determination as needed
- Coordinate with NVTa and City staff on environmental compliance requirements

Deliverables:

- Environmental clearance support documentation (as required)
-

Task 9 – Permitting & Approvals Support

- Support NVTa in obtaining necessary permits and approval from:
 - City of Napa
 - Napa Valley Expo / State agencies
- Coordinate utility agency approvals (as needed)

Deliverables:

- Permit application support materials
-

Task 10 – Construction Support

- Respond to RFIs during construction
- Review submittals and shop drawings
- Provide design clarifications
- Prepare design revisions if required
- Attend construction meetings (as requested)

Deliverables:

- RFI responses
 - Submittal reviews
 - Design clarifications
-

Optional Task – Lighting Design – Requires supplemental authorization by NVTa

- Evaluate need for pedestrian-scale lighting improvements
- Coordinate with City of Napa standards and existing systems
- Prepare lighting layout and electrical plans

Deliverables:

- Lighting plans and details

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

EXHIBIT B



RFP 26-R10 COST PROPOSAL - COVER SUMMARY SHEET

INSTRUCTIONS

- 1) The total cost of all items combined should be firm-fixed price with a not-to-exceed cost proposal.
- 2) Proposer can edit the spreadsheet and add additional detail as necessary.
- 3) Attach Rate/Fee Schedule and use comments block to indicate key persons and/or blended rates.

	Total Unit	Number of Units	TOTAL COSTS	
Tasks				Comments
1. PROJECT MANAGEMENT & COORDINATION		3	5960	
PROJECT MANAGEMENT PLAN	2325	1	2325	Jeremy Sill, Bruce Fenton, Michael Yoder, & Admin
UPDATED PROJECT SCHEDULE (BASELINE + UPDATES)	2175	1	2175	Jeremy Sill, Bruce Fenton, Michael Yoder, & Admin
INTEGRATED PROJECT DELIVERY SCHEDULE W/ CITY PAVING MILESTONES	1460	1	1460	Bruce Fenton & Michael Yoder
2. DATA COLLECTION & EXISTING CONDITIONS REVIEW		2	4805	
EXISTING CONDITIONS MEMORANUDUM	3415	1	3415	Jeremy Sill, Bruce Fenton, Michael Yoder, Engineering Tech, & Admin
BASE MAPPING VALIDATION SUMMARY	1390	1	1390	Bruce Fenton & Michael Yoder
3 & 4. SURVEY & BASE MAPPING AND UTILITY INVESTIGATION & POTHOLING (TASK 3 & 4)		2	15607	
UTILITY CONFLICT MATRIX	1235	1	1235	Bruce Fenton, Michael Yoder, & Admin
UPDATED BASE MAPPING W/ VERIFIED UTILITIES	14372	1	14372	Jeremy Sill, Bruce Fenton, Christopher M. Tibbits, Michael Yoder, Engineering Tech, Survey Crew, Admin, & Subconsultant: Hortscience
5. PRELIMINARY ROW ENGINEERING & ACQUISITION SUPPORT		3	8704	
PRELIMINARY ROW PLANS AND EXHIBITS FOR COORDINATION & NEGOTIATIONS	3256	1	3256	Bruce Fenton, Christopher M. Tibbits, Michael Yoder, & Engineering Tech
DRAFT LEGAL DESCRIPTIONS AND PLATS (SUBJECT TO REFINEMENT)	3238	1	3238	Christopher M. Tibbits & Engineering Tech
ACQUISITION OF EXHIBIT PACKAGE FOR INITIAL ENGAGEMENT	2210	1	2210	Bruce Fenton, Michael Yoder, Engineering Tech, & Admin
6. PRELIMINARY ENGINEERING (65% PS&E)		3	26580	
65% PLANS	21670	1	21670	Jeremy Sill, Bruce Fenton, Michael Yoder, Engineering Tech, & Admin
BASIS OF DESIGN / DESIGN MEMORANDUM	1915	1	1915	Jeremy Sill, Bruce Fenton, Michael Yoder, & Admin
UPDATED COST ESTIMATE	2995	1	2995	Bruce Fenton, Michael Yoder, & Admin
7. FINAL DESIGN (100% PS&E)		2	22115	
100% PS&E PACKAGE	19485	1	19485	Jeremy Sill, Bruce Fenton, Michael Yoder, Engineering Tech, & Admin
FINAL ROW DOCUMENTATION	2630	1	2630	Bruce Fenton, Christopher M. Tibbits, Engineering Tech, & Admin
8. ENVIRONMENTAL CLEARANCE & SUPPORT		1	5475	
ENVIRONMENTAL CLEARANCE SUPPORT DOCUMENTATION	5475	1	5475	Jeremy Sill, Bruce Fenton, Michael Yoder, & Admin
9. PERMITTING & APPROVALS SUPPORT		1	8045	
PERMIT APPLICATION SUPPORT MATERIALS	8045	1	8045	Jeremy Sill, Bruce Fenton, Michael Yoder, Engineering Tech, & Admin
10. CONSTRUCTION SUPPORT		3	12230	
RFI RESPONSES	6805	1	6805	Jeremy Sill, Bruce Fenton, Michael Yoder, Engineering Tech, & Admin
SUBMITTAL REVIEWS	2370	1	2370	Bruce Fenton, Michael Yoder, & Admin
DESIGN CLARIFICATIONS	3055	1	3055	Bruce Fenton, Michael Yoder, Engineering Tech, & Admin
BASE TOTAL			109521	
OPTIONAL TASK - RIGHT OF WAY SERVICES		1	27500	
RIGHT OF WAY PROJECT MANAGEMENT AND CONSULTING	5500	1	5500	Subconsultant: ARWS
APPRIASAL	11000	1	11000	Subconsultant: ARWS
NEGOTIATION/ACQUISITION	11000	1	11000	Subconsultant: ARWS
OPTIONAL TASK - LIGHTING DESIGN		1	25100	
LIGHTING PLANS AND DETAILS	25100	1	25100	Bruce Fenton, Michael Yoder, Michael Cole, Engineering Tech, & Admin
TOTAL COST (INCL.OPTIONAL TASKS)			162121	

**** FIRM'S DETAILED COST PROPOSAL ATTACHED ****



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Danille Schmitz, Executive Director
REPORT BY: Rebecca Schenck, Director Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Purchase Order 26-P03 for Six Gillig Buses for Vine Transit

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director, or designee, to execute and allow minor modifications to Purchase Order 26-P03 (Attachment 1) to acquire six (6) thirty-five foot (35') hybrid electric buses from Gillig LLC in an amount not to exceed \$8,066,058.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVRTA was awarded \$6,823,698 in Federal Transit Administration (FTA) Low and No Emissions grant funds which will be supplemented with up to \$1,242,360 of matching funds to replace six (6) vehicles that have reached the end of their useful life. Staff is requesting that the Board authorize the Executive Director, or designee, to execute a Purchase Order with Gillig. Execution of this Purchase Order is contingent upon final pricing from Gillig.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, up to \$8,066,058. The table below illustrates the expenditure and funding plan for the six new Gilligs buses.

Table 1: Expenditure Plan

Description	Quantity	Total
35ft Gillig Hybrids including Tax, Fees, After Delivery Options.	6	\$7,913,496
Contingency		\$152,562
Project Total	6	\$8,066,058

Funding Plan

Fund Source	Funding Amount
FTA Section 5339c	\$6,823,698
Matching Funds	\$1,242,360
Total	\$8,066,058

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

In 2025, NVTA was awarded \$6,823,698 in federal funds to acquire six (6) 35 ft hybrid electric vehicles. In the grant application, NVTA specified Gillig hybrid electric buses because the Federal Transit Administration guidance indicated that the federal government was placing greater priority on funding low-emission vehicles. No zero-emission vehicles received funding through the Low and No Emission program in 2025.

Gillig has a 100-year history of manufacturing quality vehicles. Gillig is a Bay Area company, and NVTA got to test its hybrid vehicles in 2025 when NVTA leased four hybrid Gillig's from Golden Gate Transit. NVTA reviewed the available contracts and settled on purchasing these vehicles off the State of Washington list because of the availability of the Gillig 35ft Hybrid buses and NVTA's success acquiring their recent fourteen (14) electric buses from the same list.

Production of the six new NVTA Gillig hybrid electric buses would take approximately 18 months, with delivery scheduled in late 2027 or early 2028 depending.

ALTERNATIVES

Without approval, the existing buses would need to be maintained in the fleet, negatively impacting maintenance costs and system performance.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The new buses will result in higher quality service and reduced maintenance costs for the Vine system.

ATTACHMENT

(1) Purchase Order 26-P03 with Gillig LLC.



Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

Purchase

VENDOR

GILLIG LLC
451 DISCOVERY DRIVE
LIVERMORE, CA 94551
POC: Richard Bissell | 916-201-4642
Richard.bissell@gillig.com

Purchase Order #: 26-P03

Date:

Vendor ID: 101629

Bill To:

Napa Valley Transportation Authority
ATTN: Accounts Payable
ap@nvta.ca.gov
625 Burnell Street
Napa, CA 94559-2912

Ship To:

NVTA—Vine Bus Maintenance Facility
96 Sheehy Court
Napa, CA 94558
Rebecca Schenck, Director of Public Transit
707-259-8636 | rschenck@nvta.ca.gov

Requested By	Delivery Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK		GROUND	ORIGIN	COOMBS	NET 30	68-0471080

ITEM NO.	QTY	UOI	DESCRIPTION	TAXED Y/N	UNIT PRICE	EXTENDED PRICE
001	06	EA	BASE MODEL 35' HYBRID BUSES	Y	\$1,348,916	\$7,913,496
			Price per model includes three (3)			
			24-hr classes to be held at BMF.			

Notes: Terms and Conditions of the State of WA DES Master Agreement No. 06719 are included herein as if fully set forth and the Parties hereto agree that NVA is an Assignee/Third Party beneficiary of that agreement and may enforce all rights contained in that agreement without limitation.

NOTICE OF INCLUDED TERMS AND CONDITIONS

Invoices are to be [submitted electronically](#) to NVTA. [Please identify taxable line items on invoice.](#)

SUBTOTAL	\$7,913,496
EST TAXES	Included
SHIPPING	Included
LABOR	n/a
TOTAL	\$7,913,496

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

SIGNATURE AUTHORITY

DATE

DANIELLE SCHMITZ, Executive Director DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION:

35' Base Hybrid	1,047,968
Options	139,960 Reference Napa, CA VIN 202144 Year 2025 build with adde
BRT Plus Styling	11,950 Added BRT Plus Styling package to match appearance of ex
Sub-Total	1,199,878
2026 PPI (0% in Q4 2026)	1,199,878 PPI to be added in in Q1 2027.
Spares and Tooling (1%)	11,999
Sales Taxes (Napa, CA: 8.75%)	106,039 Note: No Zero-Emission Sales Tax adjustment for Hybrids (f
Delivery	1,000
Training	30,000 [x3] 24-hour classes to be held at NVTA Garage.
Estimated Budget:	1,348,916



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: Community Advisory Committee (CAC) Member Appointment

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointment of Peter Engel to the Community Advisory Committee for a two (2) year term.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The CAC is comprised of members from the community representing various interests in Napa Valley. The purpose of the CAC is to advise the NVTA Board on projects and programs. Staff recommends approval of the appointment of Peter Engel as a Member-at-Large to the Community Advisory Committee, filling one of the ten vacant positions. Mr. Engel brings in 22 years of experience in regional transportation planning, funding, and countywide project planning. Board action would appoint Peter Engel to serve on the CAC for a two (2) year term.

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

Per CAC bylaws, the NVTA Board will appoint and approve Committee members to serve on the Community Advisory Committee. The CAC is composed of nineteen (19) members representing a diverse, cross-section of the community including underrepresented groups. Staff are actively recruiting to fill ten (10) vacant positions. If representation of a certain group cannot be filled after solicitation for that position, the vacancy may be filled with a member at large. City/Town/County member representatives are appointed by their respective Councils or Board of Supervisors, whichever is applicable, before being approved by the NVTA Board.

ALTERNATIVES

Without the appointment, the position would remain vacant.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

The CAC is composed of members from the community representing various interests in Napa Valley. The purpose of the CAC is to advise the NVTA Board on projects, programs, and plans that address traffic congestion within Napa Valley.

ATTACHMENT(S)

1) Peter Engel Member Application (redacted)



COMMITTEE APPOINTMENT APPLICATION

Completed applications can be received in any of the following ways: (1) Online submission (2) Faxed to the Board Secretary at (707) 259-8638 (3) Delivered/mailed to NVRTA, Attention: Board Secretary, 625 Burnell Street, Napa, CA 94559 (4) Emailed to: jobs@nvta.ca.gov.

This application may be subject to disclosure under the Public Records Act

Applicant Information	
First Name:	Peter
Middle Name:	Jay
Last Name:	Engel
Email:	[REDACTED]
Phone:	[REDACTED]
Address:	[REDACTED]
Street Address:	
Apartment/Unit #:	
City:	[REDACTED]
State:	[REDACTED]
Zip:	[REDACTED]
Application for Appointment to:	Community Advisory Committee (CAC)
Representing Field of:	Member at-large

Current Occupation (within the last twelve (12) months)
Retired transportation professional.

Current License (Professional or Occupational): Date of Issue and/or expiration including status:

none

Education / Experience

BS Business Admin. 2 years County of Tulare Community Development/Federal HUD grants 5 years Transportation and Land Use Planning Kitsap Transit, Bremerton, WA 6 years Transit Manager, NCTPA (now NVTA), Napa, CA 16 years Director of Transportation Programs, Contra Costa Transportation Auth. (CCTA), Walnut Creek, CA

Community Participation

Informal participation in community events and organizations.

Other Board/Commission/Committee on which you serve/have served

Various committees - California Transit Association California Transit Insurance Pool, Board Member River Glen Homeowners Association, Board President

References

Reference 1 - Full Name:

Relationship:

Phone:

Address:

Reference 2 - Full Name:

[REDACTED]

Relationship:

[REDACTED]

Company:

[REDACTED]

Phone:

[REDACTED]

Address:

Reference 3 - Full Name:

[REDACTED]

Relationship:

[REDACTED]

Company:

[REDACTED]

Phone:

[REDACTED]

[REDACTED]

Name and Occupation of spouse within the last 12 months, if married (for Conflict of Interest purposes):

[REDACTED]

Please explain your reasons for wishing to serve, and in your opinion, how you feel you could contribute.

My 22 years working for two separate Bay Area CTAs give me real knowledge and experience with funding, planning, regulations and processes for Federal, State, and Regional transportation programs, projects, and priorities. I bring direct knowledge and experience in mobile source air quality, VMT, and vehicle trip reduction programs and priorities. I also have working knowledge with regional project and priorities selection. I also have working knowledge of delivering projects developed in a countywide transportation expenditure plan developed under a transportation sales tax program. With this experience I can contribute to NVTA's position in regional transportation projects and improve mobility in Napa County.

Disclaimer and Signature

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND NVTA OR NVTA-TA CONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS.

Signature:

Peter J Engel

Date:

2025-06-20

I certify that I am not a member, former member, staff, or former staff of MTC or BACTA. I further certify that I am not employed by any organization or person that has received or is receiving funding from MTC or BACTA, and I am not a former employee nor contracted with any organization that has received or is receiving funding from MTC or BACTA within the last year.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary & Human Resources
(707) 259-8633/ Email: lsanderlin@nvta.ca.gov
SUBJECT: Resolution No. 26-06, REVISED Fiscal Year 2026-27 Salary Ranges for Napa Valley Transportation Authority (NVRTA) Job Classifications

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution No. 26-06 REVISED (Attachment 1) approving modifications to the Fiscal Year (FY) 2026-27 Salary Ranges for NVRTA Job Classifications including the additional classification of Deputy Executive Director of Administration, Finance & Policy.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The FY 2026-27 salary ranges are established in Resolution No. 26-06 (Attachment 2). Upon review of the classification levels, a few updates are recommended for Board consideration. These proposed changes are intended to strengthen organizational effectiveness and enhance leadership capacity. Board approval would establish a Deputy Executive Director classification level under the department of Administration, Finance and Policy (Attachment 3); and advance two salary ranges by one level under the Engineering department. The proposed revisions to Resolution 26-06 will align classification levels with current responsibilities and the labor market.

FISCAL IMPACT

There is no fiscal impact for this action. This item is only establishing one new position classification and the corresponding salary range, and increasing two ranges

under the Engineering department, not automatically adjusting an individual employee's position or salary.

BACKGROUND

The Napa Valley Transportation Authority (NVTA) contracts with California Public Employees' Retirement System (CalPERS) for employee retirement benefits. As an employer, the Agency is responsible for establishing publicly available pay schedules compliant with the Public Employees' Retirement Law (PERL), Government (Gov.), Code and California Code of Regulations (CCR). Adjustments to the publicly available pay schedules must be Board approved.

At the June 17, 2026 meeting, the Board approved Resolution 26-06 which established the Fiscal Year 2026-27 job classifications and their corresponding salary ranges for the Napa Valley Transportation Authority. Per NVTA Policies, Practices, and Procedures Personnel Policies, the Agency is committed to rendering the highest level of service possible at a fair and reasonable cost; this allows for adjustments to be made as necessary. Revisions to the salary structure are based on review of labor market for comparator agencies of Solano Transportation Authority, Sonoma County Transportation Authority, Contra Costa Transportation Authority, and Transportation Authority of Marin. The proposed modifications only apply to the job classification level and do not automatically advance an individual employee's salary or position.

ALTERNATIVES

The Board could decide not to approve the proposed changes and Resolution No. 26-06 would remain in place, which puts the Agency at risk of having employee's working out of class.

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable.

ATTACHMENTS

- (1) Proposed Resolution 26-06 REVISED
- (2) Resolution 26-06
- (3) Job Description for Proposed Classification Level: Deputy Executive Director of Administration, Finance & Policy

RESOLUTION No 26-06, REVISED

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
APPROVING FISCAL YEAR (FY) 2026-27 SALARY RANGES FOR
NVTA JOB CLASSIFICATIONS**

WHEREAS, the NVTA policy establishes and maintains a general compensation and classification structure for NVTA employees that is externally competitive and internally aligned; and

WHEREAS, the compensation plan, including salary ranges, are reviewed and updated regularly based on marketplace survey data, internal relationships, and NVTA financial constraints; and

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

WHEREAS, on February 19, 2014, the Board revised Section 2.10 Performance Evaluation of the NVTA Policies, Practices, and Procedures Personnel policies which established that pay grade ranges will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater; and

WHEREAS, on June 17, 2026 the Board approved Resolution No. 26-06 establishing compensation ranges for NVTA job classifications for FY2026-27; and

WHEREAS, in review of the current labor market, three (3) areas required revisions;

WHEREAS, the (1) addition of a Deputy Executive Director classification level is added under the department of Administration, Finance and Policy; and (2) Manager classification level under the Engineering department advanced one salary range, and (3) Director classification level under the Engineering department advanced one salary range.

WHEREAS, on July 15, 2026 the Board approved Resolution No. 26-06, REVISED establishing compensation ranges for NVTA job classifications for FY2026-27; and

NOW, THEREFORE, BE IT RESOLVED, that the NVTA pay schedule for the FY 2026-27 attached hereto as Exhibit "A", effective July 1, 2026, is hereby established to include salary information required by applicable law; and

BE IT FURTHER RESOLVED, by the Napa Valley Transportation Authority Board of Directors adopts the Resolution 26-06 REVISED as the pay schedule for FY 2026-27; and

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on July 15, 2026 and by the following vote:

Paul Dohring, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

Exhibit "A"

FY2026-27 Job Classifications & Salary Schedule Effective 07/01/2026

NVTA				
Department	Classification Level	FLSA/Range	Monthly Min	Monthly Max
Executive Leadership	Executive Director	E53-E60	\$16,671.77	\$26,752.43
	Deputy Executive Director	E52	\$16,265	\$21,958
Administration, Finance & Policy				
Finance	Deputy Executive Director	E50	\$15,481	\$20,899
	Director	E44	\$13,349	\$18,022
	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE22	\$7,754	\$10,468
	Assistant Administrator	NE14	\$6,364	\$8,592
Administrative	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE16	\$6,687	\$9,026
	Assistant Administrator	NE11	\$5,910	\$7,978
Capital Development & Planning				
Planning	Director	E44	\$13,349	\$18,022
	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE22	\$7,754	\$10,468
	Assistant Administrator	NE16	\$6,687	\$9,026
Transit	Director	E44	\$13,349	\$18,022
	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE22	\$7,754	\$10,468
	Assistant Administrator	NE16	\$6,687	\$9,026
Communications	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE16	\$6,687	\$9,026
	Assistant Administrator	NE11	\$5,910	\$7,978
Engineering				
	Director	~~E47-E48~~	~~\$14,376-\$14,735~~	~~\$19,407-\$19,892~~
	Manager	~~E43-E44~~	~~\$13,024-\$13,349~~	~~\$17,582-\$18,022~~
	Assistant Manager	E37	\$11,231	\$15,160
	Senior Administrator	E31	\$9,684	\$13,073
	Associate Administrator	NE27	\$8,773	\$11,844
	Assistant Administrator	NE16	\$6,687	\$9,026

NE: Non-Exempt

E: Exempt

Salary Range	Annual		Monthly		Biweekly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$ 55,400.04	\$ 74,789.68	\$ 4,616.23	\$ 6,232.92	\$ 2,130.78	\$ 2,876.55
2	\$ 56,785.01	\$ 76,660.40	\$ 4,732.08	\$ 6,388.10	\$ 2,184.04	\$ 2,948.45
3	\$ 58,205.06	\$ 78,576.83	\$ 4,850.07	\$ 6,547.54	\$ 2,238.64	\$ 3,022.17
4	\$ 59,660.19	\$ 80,541.09	\$ 4,971.24	\$ 6,711.23	\$ 2,294.61	\$ 3,097.72
5	\$ 61,151.45	\$ 82,554.25	\$ 5,095.60	\$ 6,879.17	\$ 2,351.98	\$ 3,175.16
6	\$ 62,679.92	\$ 84,618.42	\$ 5,223.15	\$ 7,051.36	\$ 2,410.77	\$ 3,254.54
7	\$ 64,246.65	\$ 86,733.62	\$ 5,353.89	\$ 7,227.80	\$ 2,471.05	\$ 3,335.91
8	\$ 65,853.78	\$ 88,901.96	\$ 5,487.81	\$ 7,408.50	\$ 2,532.82	\$ 3,419.30
9	\$ 67,499.16	\$ 91,124.51	\$ 5,624.93	\$ 7,593.44	\$ 2,596.14	\$ 3,504.79
10	\$ 69,187.07	\$ 93,402.33	\$ 5,765.23	\$ 7,783.70	\$ 2,661.04	\$ 3,592.41
11	\$ 70,916.43	\$ 95,737.55	\$ 5,909.79	\$ 7,978.22	\$ 2,727.57	\$ 3,682.21
12	\$ 72,689.36	\$ 98,131.22	\$ 6,057.54	\$ 8,178.04	\$ 2,795.76	\$ 3,774.27
13	\$ 74,506.94	\$ 100,584.43	\$ 6,208.47	\$ 8,382.12	\$ 2,865.65	\$ 3,868.63
14	\$ 76,369.16	\$ 103,099.28	\$ 6,363.65	\$ 8,591.52	\$ 2,937.29	\$ 3,965.34
15	\$ 78,279.22	\$ 105,676.84	\$ 6,523.09	\$ 8,806.23	\$ 3,010.73	\$ 4,064.48
16	\$ 80,236.04	\$ 108,318.17	\$ 6,686.78	\$ 9,026.25	\$ 3,085.99	\$ 4,166.09
17	\$ 82,241.75	\$ 111,026.47	\$ 6,853.66	\$ 9,252.65	\$ 3,163.14	\$ 4,270.25
18	\$ 84,297.42	\$ 113,801.74	\$ 7,024.79	\$ 9,483.30	\$ 3,242.22	\$ 4,377.00
19	\$ 86,405.18	\$ 116,647.15	\$ 7,200.17	\$ 9,720.33	\$ 3,323.28	\$ 4,486.42
20	\$ 88,565.02	\$ 119,563.78	\$ 7,380.86	\$ 9,963.74	\$ 3,406.36	\$ 4,598.58
21	\$ 90,779.06	\$ 122,552.69	\$ 7,564.74	\$ 10,212.46	\$ 3,491.52	\$ 4,713.55
22	\$ 93,049.44	\$ 125,616.00	\$ 7,753.94	\$ 10,467.56	\$ 3,578.80	\$ 4,831.39
23	\$ 95,375.09	\$ 128,756.91	\$ 7,948.46	\$ 10,730.10	\$ 3,668.28	\$ 4,952.17
24	\$ 97,759.21	\$ 131,975.41	\$ 8,146.16	\$ 10,997.95	\$ 3,759.99	\$ 5,075.98
25	\$ 100,203.90	\$ 135,274.68	\$ 8,350.24	\$ 11,273.24	\$ 3,853.98	\$ 5,202.88
26	\$ 102,709.19	\$ 138,656.87	\$ 8,558.57	\$ 11,554.92	\$ 3,950.33	\$ 5,332.95
27	\$ 105,276.12	\$ 142,123.03	\$ 8,773.28	\$ 11,844.03	\$ 4,049.09	\$ 5,466.27
28	\$ 107,907.89	\$ 145,676.34	\$ 8,992.24	\$ 12,139.52	\$ 4,150.32	\$ 5,602.93
29	\$ 110,605.56	\$ 149,317.88	\$ 9,217.57	\$ 12,443.51	\$ 4,254.08	\$ 5,743.01
30	\$ 113,371.26	\$ 153,050.82	\$ 9,447.16	\$ 12,753.88	\$ 4,360.43	\$ 5,886.58

Salary Range	Annual		Monthly		Biweekly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
31	\$ 116,204.98	\$ 156,877.31	\$ 9,684.19	\$ 13,072.75	\$ 4,469.44	\$ 6,033.75
32	\$ 119,110.98	\$ 160,799.45	\$ 9,925.47	\$ 13,400.13	\$ 4,581.17	\$ 6,184.59
33	\$ 122,088.20	\$ 164,819.39	\$ 10,174.19	\$ 13,734.95	\$ 4,695.70	\$ 6,339.21
34	\$ 125,140.88	\$ 168,939.23	\$ 10,428.23	\$ 14,078.27	\$ 4,813.10	\$ 6,497.69
35	\$ 128,269.03	\$ 173,163.25	\$ 10,688.64	\$ 14,430.09	\$ 4,933.42	\$ 6,660.12
36	\$ 131,475.84	\$ 177,492.49	\$ 10,956.50	\$ 14,791.48	\$ 5,056.76	\$ 6,826.63
37	\$ 134,762.36	\$ 181,930.14	\$ 11,230.73	\$ 15,160.31	\$ 5,183.18	\$ 6,997.30
38	\$ 138,131.79	\$ 186,478.34	\$ 11,511.34	\$ 15,539.77	\$ 5,312.76	\$ 7,172.22
39	\$ 141,585.19	\$ 191,140.28	\$ 11,798.32	\$ 15,928.80	\$ 5,445.57	\$ 7,351.54
40	\$ 145,124.69	\$ 195,918.07	\$ 12,093.81	\$ 16,326.33	\$ 5,581.72	\$ 7,535.32
41	\$ 148,752.41	\$ 200,815.96	\$ 12,395.68	\$ 16,734.49	\$ 5,721.26	\$ 7,723.70
42	\$ 152,471.54	\$ 205,837.16	\$ 12,706.05	\$ 17,153.27	\$ 5,864.29	\$ 7,916.79
43	\$ 156,283.14	\$ 210,982.72	\$ 13,023.86	\$ 17,581.63	\$ 6,010.89	\$ 8,114.72
44	\$ 160,190.40	\$ 216,256.89	\$ 13,349.11	\$ 18,021.67	\$ 6,161.17	\$ 8,317.58
45	\$ 164,195.46	\$ 221,663.92	\$ 13,682.87	\$ 18,472.35	\$ 6,315.21	\$ 8,525.52
46	\$ 168,300.42	\$ 227,204.88	\$ 14,025.12	\$ 18,933.65	\$ 6,473.08	\$ 8,738.66
47	\$ 172,507.43	\$ 232,885.08	\$ 14,375.88	\$ 19,406.65	\$ 6,634.91	\$ 8,957.13
48	\$ 176,820.73	\$ 238,707.71	\$ 14,735.15	\$ 19,892.40	\$ 6,800.78	\$ 9,181.05
49	\$ 181,240.31	\$ 244,674.90	\$ 15,102.92	\$ 20,389.84	\$ 6,970.80	\$ 9,410.58
50	\$ 185,771.51	\$ 250,791.96	\$ 15,481.31	\$ 20,898.98	\$ 7,145.08	\$ 9,645.84
51	\$ 190,416.43	\$ 257,062.08	\$ 15,868.21	\$ 21,421.93	\$ 7,323.70	\$ 9,886.99
52	\$ 195,176.15	\$ 263,488.44	\$ 16,264.68	\$ 21,957.64	\$ 7,506.79	\$ 10,134.16
53	\$ 200,055.98	\$ 270,075.31	\$ 16,671.77	\$ 22,506.10	\$ 7,694.46	\$ 10,387.52
54	\$ 205,056.98	\$ 276,826.93	\$ 17,088.44	\$ 23,069.44	\$ 7,886.82	\$ 10,647.21
55	\$ 210,183.41	\$ 283,748.61	\$ 17,515.73	\$ 23,645.54	\$ 8,083.99	\$ 10,913.39
56	\$ 215,438.44	\$ 290,841.42	\$ 17,953.65	\$ 24,236.52	\$ 8,286.09	\$ 11,186.22
57	\$ 220,824.22	\$ 298,112.80	\$ 18,402.20	\$ 24,842.38	\$ 8,493.24	\$ 11,465.88
58	\$ 226,344.98	\$ 305,565.94	\$ 18,862.44	\$ 25,464.18	\$ 8,705.58	\$ 11,752.52
59	\$ 232,003.93	\$ 313,205.09	\$ 19,333.31	\$ 26,100.87	\$ 8,923.21	\$ 12,046.34
60	\$ 237,803.18	\$ 321,034.50	\$ 19,816.93	\$ 26,752.43	\$ 9,146.29	\$ 12,347.50



RESOLUTION No 26-06

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA) APPROVING FISCAL YEAR (FY) 2026-27 SALARY RANGES FOR NVRTA JOB CLASSIFICATIONS

WHEREAS, the NVRTA policy establishes and maintains a general compensation and classification structure for NVRTA employees that is externally competitive and internally aligned; and

WHEREAS, the compensation plan, including salary ranges, are reviewed and updated regularly based on marketplace survey data, internal relationships, and NVRTA financial constraints; and

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

WHEREAS, on February 19, 2014, the Board revised Section 2.10 Performance Evaluation of the NVRTA Policies, Practices, and Procedures Personnel policies which established that pay grade ranges will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater; and

WHEREAS, on June 18, 2025 the Board approved Resolution No. 25-06 establishing compensation ranges for NVRTA job classifications for FY2025-26; and

WHEREAS, the average increase in the 2025 indexes for the County of Napa (3.5%), Sonoma County Transportation Authority (5%) and Solano Transportation Authority (2.9%) equals 3.8%, and the Bay Area CPI Index ending December 2025 was 3.0%.

WHEREAS, on June 17, 2026 the Board of Directors of the Napa Valley Transportation Authority adopted the FY 2026-27 Salary Schedule for NVRTA Job Classifications, which reflects a 3.8% increase to the minimum and maximum ranges based on the average cost of living adjustments by the three comparator agencies;

NOW, THEREFORE, BE IT RESOLVED, that the NVTa pay schedule for the FY 2026-27 attached hereto as Exhibit "A", effective July 1, 2026, is hereby established to include salary information required by applicable law; and

BE IT FURTHER RESOLVED, by the Napa Valley Transportation Authority Board of Directors adopts the Resolution 26-06 as the pay schedule for FY 2026-27; and

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on June 17, 2026 and by the following vote:



Mark Joseph, NVTA Chair

Ayes:

SEDGLEY, NARVAEZ, ALESSIO,
MANFREE, JOSEPH, WASHINGTON,
REEVES, DOHRING, DEASY, EISENBERG

Nays:

NONE

Absent:

KNIGHT, WILLIAMS

ATTEST:



Laura Sanderlin, NVTA Board Secretary

APPROVED:



Osman Mufti, NVTA Legal Counsel

Exhibit "A"

FY2026-27 Job Classifications & Salary Schedule Effective 07/01/2026

NVT				
Department	Classification Level	FLSA/Range	Monthly Min	Monthly Max
Executive Leadership	Executive Director	E53-E60	\$16,671.77	\$26,752.43
	Deputy Executive Director	E52	\$16,265	\$21,958
Administration, Finance & Policy				
<i>Finance</i>	Director	E44	\$13,349	\$18,022
	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE22	\$7,754	\$10,468
	Assistant Administrator	NE14	\$6,364	\$8,592
<i>Administrative</i>	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE16	\$6,687	\$9,026
	Assistant Administrator	NE11	\$5,910	\$7,978
Capital Development & Planning				
<i>Planning</i>	Director	E44	\$13,349	\$18,022
	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE22	\$7,754	\$10,468
	Assistant Administrator	NE16	\$6,687	\$9,026
<i>Transit</i>	Director	E44	\$13,349	\$18,022
	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE22	\$7,754	\$10,468
	Assistant Administrator	NE16	\$6,687	\$9,026
<i>Communications</i>	Manager	E38	\$11,511	\$15,540
	Assistant Manager	E32	\$9,925	\$13,400
	Senior Administrator	E26	\$8,559	\$11,555
	Associate Administrator	NE16	\$6,687	\$9,026
	Assistant Administrator	NE11	\$5,910	\$7,978
Engineering				
	Director	E47	\$14,376	\$19,407
	Manager	E43	\$13,024	\$17,582
	Assistant Manager	E37	\$11,231	\$15,160
	Senior Administrator	E31	\$9,684	\$13,073
	Associate Administrator	NE27	\$8,773	\$11,844
	Assistant Administrator	NE16	\$6,687	\$9,026

NE: Non-Exempt

E: Exempt

Salary Range	Annual		Monthly		Biweekly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$ 55,400.04	\$ 74,789.68	\$ 4,616.23	\$ 6,232.92	\$ 2,130.78	\$ 2,876.55
2	\$ 56,785.01	\$ 76,660.40	\$ 4,732.08	\$ 6,388.10	\$ 2,184.04	\$ 2,948.45
3	\$ 58,205.06	\$ 78,576.83	\$ 4,850.07	\$ 6,547.54	\$ 2,238.64	\$ 3,022.17
4	\$ 59,660.19	\$ 80,541.09	\$ 4,971.24	\$ 6,711.23	\$ 2,294.61	\$ 3,097.72
5	\$ 61,151.45	\$ 82,554.25	\$ 5,095.60	\$ 6,879.17	\$ 2,351.98	\$ 3,175.16
6	\$ 62,679.92	\$ 84,618.42	\$ 5,223.15	\$ 7,051.36	\$ 2,410.77	\$ 3,254.54
7	\$ 64,246.65	\$ 86,733.62	\$ 5,353.89	\$ 7,227.80	\$ 2,471.05	\$ 3,335.91
8	\$ 65,853.78	\$ 88,901.96	\$ 5,487.81	\$ 7,408.50	\$ 2,532.82	\$ 3,419.30
9	\$ 67,499.16	\$ 91,124.51	\$ 5,624.93	\$ 7,593.44	\$ 2,596.14	\$ 3,504.79
10	\$ 69,187.07	\$ 93,402.33	\$ 5,765.23	\$ 7,783.70	\$ 2,661.04	\$ 3,592.41
11	\$ 70,916.43	\$ 95,737.55	\$ 5,909.79	\$ 7,978.22	\$ 2,727.57	\$ 3,682.21
12	\$ 72,689.36	\$ 98,131.22	\$ 6,057.54	\$ 8,178.04	\$ 2,795.76	\$ 3,774.27
13	\$ 74,506.94	\$ 100,584.43	\$ 6,208.47	\$ 8,382.12	\$ 2,865.65	\$ 3,868.63
14	\$ 76,369.16	\$ 103,099.28	\$ 6,363.65	\$ 8,591.52	\$ 2,937.29	\$ 3,965.34
15	\$ 78,279.22	\$ 105,676.84	\$ 6,523.09	\$ 8,806.23	\$ 3,010.73	\$ 4,064.48
16	\$ 80,236.04	\$ 108,318.17	\$ 6,686.78	\$ 9,026.25	\$ 3,085.99	\$ 4,166.09
17	\$ 82,241.75	\$ 111,026.47	\$ 6,853.66	\$ 9,252.65	\$ 3,163.14	\$ 4,270.25
18	\$ 84,297.42	\$ 113,801.74	\$ 7,024.79	\$ 9,483.30	\$ 3,242.22	\$ 4,377.00
19	\$ 86,405.18	\$ 116,647.15	\$ 7,200.17	\$ 9,720.33	\$ 3,323.28	\$ 4,486.42
20	\$ 88,565.02	\$ 119,563.78	\$ 7,380.86	\$ 9,963.74	\$ 3,406.36	\$ 4,598.58
21	\$ 90,779.06	\$ 122,552.69	\$ 7,564.74	\$ 10,212.46	\$ 3,491.52	\$ 4,713.55
22	\$ 93,049.44	\$ 125,616.00	\$ 7,753.94	\$ 10,467.56	\$ 3,578.80	\$ 4,831.39
23	\$ 95,375.09	\$ 128,756.91	\$ 7,948.46	\$ 10,730.10	\$ 3,668.28	\$ 4,952.17
24	\$ 97,759.21	\$ 131,975.41	\$ 8,146.16	\$ 10,997.95	\$ 3,759.99	\$ 5,075.98
25	\$ 100,203.90	\$ 135,274.68	\$ 8,350.24	\$ 11,273.24	\$ 3,853.98	\$ 5,202.88
26	\$ 102,709.19	\$ 138,656.87	\$ 8,558.57	\$ 11,554.92	\$ 3,950.33	\$ 5,332.95
27	\$ 105,276.12	\$ 142,123.03	\$ 8,773.28	\$ 11,844.03	\$ 4,049.09	\$ 5,466.27
28	\$ 107,907.89	\$ 145,676.34	\$ 8,992.24	\$ 12,139.52	\$ 4,150.32	\$ 5,602.93
29	\$ 110,605.56	\$ 149,317.88	\$ 9,217.57	\$ 12,443.51	\$ 4,254.08	\$ 5,743.01
30	\$ 113,371.26	\$ 153,050.82	\$ 9,447.16	\$ 12,753.88	\$ 4,360.43	\$ 5,886.58

Salary Range	Annual		Monthly		Biweekly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
31	\$ 116,204.98	\$ 156,877.31	\$ 9,684.19	\$ 13,072.75	\$ 4,469.44	\$ 6,033.75
32	\$ 119,110.98	\$ 160,799.45	\$ 9,925.47	\$ 13,400.13	\$ 4,581.17	\$ 6,184.59
33	\$ 122,088.20	\$ 164,819.39	\$ 10,174.19	\$ 13,734.95	\$ 4,695.70	\$ 6,339.21
34	\$ 125,140.88	\$ 168,939.23	\$ 10,428.23	\$ 14,078.27	\$ 4,813.10	\$ 6,497.69
35	\$ 128,269.03	\$ 173,163.25	\$ 10,688.64	\$ 14,430.09	\$ 4,933.42	\$ 6,660.12
36	\$ 131,475.84	\$ 177,492.49	\$ 10,956.50	\$ 14,791.48	\$ 5,056.76	\$ 6,826.63
37	\$ 134,762.36	\$ 181,930.14	\$ 11,230.73	\$ 15,160.31	\$ 5,183.18	\$ 6,997.30
38	\$ 138,131.79	\$ 186,478.34	\$ 11,511.34	\$ 15,539.77	\$ 5,312.76	\$ 7,172.22
39	\$ 141,585.19	\$ 191,140.28	\$ 11,798.32	\$ 15,928.80	\$ 5,445.57	\$ 7,351.54
40	\$ 145,124.69	\$ 195,918.07	\$ 12,093.81	\$ 16,326.33	\$ 5,581.72	\$ 7,535.32
41	\$ 148,752.41	\$ 200,815.96	\$ 12,395.68	\$ 16,734.49	\$ 5,721.26	\$ 7,723.70
42	\$ 152,471.54	\$ 205,837.16	\$ 12,706.05	\$ 17,153.27	\$ 5,864.29	\$ 7,916.79
43	\$ 156,283.14	\$ 210,982.72	\$ 13,023.86	\$ 17,581.63	\$ 6,010.89	\$ 8,114.72
44	\$ 160,190.40	\$ 216,256.89	\$ 13,349.11	\$ 18,021.67	\$ 6,161.17	\$ 8,317.58
45	\$ 164,195.46	\$ 221,663.92	\$ 13,682.87	\$ 18,472.35	\$ 6,315.21	\$ 8,525.52
46	\$ 168,300.42	\$ 227,204.88	\$ 14,025.12	\$ 18,933.65	\$ 6,473.08	\$ 8,738.66
47	\$ 172,507.43	\$ 232,885.08	\$ 14,375.88	\$ 19,406.65	\$ 6,634.91	\$ 8,957.13
48	\$ 176,820.73	\$ 238,707.71	\$ 14,735.15	\$ 19,892.40	\$ 6,800.78	\$ 9,181.05
49	\$ 181,240.31	\$ 244,674.90	\$ 15,102.92	\$ 20,389.84	\$ 6,970.80	\$ 9,410.58
50	\$ 185,771.51	\$ 250,791.96	\$ 15,481.31	\$ 20,898.98	\$ 7,145.08	\$ 9,645.84
51	\$ 190,416.43	\$ 257,062.08	\$ 15,868.21	\$ 21,421.93	\$ 7,323.70	\$ 9,886.99
52	\$ 195,176.15	\$ 263,488.44	\$ 16,264.68	\$ 21,957.64	\$ 7,506.79	\$ 10,134.16
53	\$ 200,055.98	\$ 270,075.31	\$ 16,671.77	\$ 22,506.10	\$ 7,694.46	\$ 10,387.52
54	\$ 205,056.98	\$ 276,826.93	\$ 17,088.44	\$ 23,069.44	\$ 7,886.82	\$ 10,647.21
55	\$ 210,183.41	\$ 283,748.61	\$ 17,515.73	\$ 23,645.54	\$ 8,083.99	\$ 10,913.39
56	\$ 215,438.44	\$ 290,841.42	\$ 17,953.65	\$ 24,236.52	\$ 8,286.09	\$ 11,186.22
57	\$ 220,824.22	\$ 298,112.80	\$ 18,402.20	\$ 24,842.38	\$ 8,493.24	\$ 11,465.88
58	\$ 226,344.98	\$ 305,565.94	\$ 18,862.44	\$ 25,464.18	\$ 8,705.58	\$ 11,752.52
59	\$ 232,003.93	\$ 313,205.09	\$ 19,333.31	\$ 26,100.87	\$ 8,923.21	\$ 12,046.34
60	\$ 237,803.18	\$ 321,034.50	\$ 19,816.93	\$ 26,752.43	\$ 9,146.29	\$ 12,347.50



Class Title: **DEPUTY EXECUTIVE DIRECTOR: ADMINISTRATION, FINANCE & POLICY**
FLSA: Exempt
Salary Range: E50 (see Resolution 26-06)
Last Amended: NEW

DEFINITION

Under administrative direction of the Executive Director, assumes responsibility for the day-to-day development and implementation of the fiscal, policy and administrative activities of the agency. The Deputy Executive Director of Administration, Finance and Policy also assist the Executive Director in the planning, organizing, directing, and coordinating the operations of the Napa Valley Transportation Authority (NVRTA). The position will support and may provide direction to project delivery and planning departments under the oversight of the Executive Director, and make recommendations on organizational, financial, legislative and procedural issues; and will act for the Executive Director in that person's absence.

The NVRTA is a joint powers organization consisting of County of Napa, the cities of American Canyon, Napa, St. Helena, Calistoga, and the Town of Yountville and serves as the congestion management agency and public transit provider jointly engaged in the coordination of transportation planning, programs and systems.

CLASS CHARACTERISTICS

The Deputy Executive Director of Administration, Finance and Policy, performs complex work assignments. Under administrative direction of the Executive Director, the incumbent manages the fiscal and administrative activities of the NVRTA and has responsibility for seeking, developing, applying for, and securing transportation funding resources; for preparing and submitting grant applications; for administering various grant funds; and for ensuring agency compliance with applicable funding requirements. The incumbent assists in the development of programming and project priorities and funding recommendations. The incumbent is responsible for facilities operations and asset management and adhering to standard state of good repair principles to ensure minimal disruption of work activities. The individual is responsible for overseeing communication systems including telephone, computer systems, website administration and design and social media functions. The work is both complex and specialized and involves implementing procedures, policies and regulations involving budget, accounting, finance, administration, communication systems and understanding of applicable regulations and laws. The incumbent must stay abreast of pertinent legislation and disseminate legislative and regulatory activity as it impacts the operations of the agency.

An incumbent in this position requires a high level of initiative, judgment, and the ability to make independent decisions, and work in collaboration with the Executive Director.

This position is responsible for coordinating, contracting, managing, administering, and delivery of multidisciplinary functions of the agency. Implementation of work assignments will be performed by this position using considerable independent discretion based on policy and programming guidelines as directed by the NVTA and NVTA-TA Board of Directors.

SUPERVISION RECEIVED AND EXERCISED

General direction is received by the NVTA Executive Director.

The incumbent may directly or indirectly supervise subordinate supervisory, professional, technical, or clerical employees.

ESSENTIAL FUNCTIONS

Duties may include, but are not limited to, the following:

- Assist the Executive Director in the planning, administering, financial, and organizational matters pertaining to the activities of the NVTA; review and analyze proposed legislation and provide advice on potential impact.
- Assist the Executive Director with a variety of personnel actions including selections and promotions, conducting performance evaluations and recommending disciplinary actions and dismissals.
- Review and analyze staffing needs; monitor and evaluate the agency's operations and effectiveness and initiate corrective action as needed; conduct and participate in staff meetings.
- Develop and implement agency policies, protocols and procedures for effective operation; interpret and explain the objectives, policies and procedures of the transportation program to community organizations, governmental agencies and staff.
- Manages the fiscal activities of NVTA; directs and monitors the maintenance of the general ledger and related financial records; reviews and monitors accounts payable, accounts receivable, and payroll activities; estimates revenues and expenditures; monitors cash flow and prepares financial statements and status reports.
- Reviews fiscal programs and methods and initiates change as needed; develops and implements policies and procedures, internal financial controls, and various systems to improve operational efficiency and effectiveness, ensure organizational compliance with the Governmental Accounting Standards Board (GASB) statements and Generally Accepted Accounting Principles (GAAP), and to ensure audit success.
- Develops strategic plans, goals and objectives related to NVTA fiscal growth and development; performs research and analysis leading to the development of new and improved fiscal strategies.

- Performs complex strategic analyses and financial projections in order to develop long term financial plans, consistent with the agency's vision and strategic direction; develops well-defined asset replacement projections and ensures an appropriate connection between service planning and annual budgeting.
- Ensures prompt reimbursement by funding agencies and prompt payment to vendors and contractors; provides managerial oversight of the payroll process as well as accounts payable, receivable, cash management, and related accounting activities; prepares end-of-year tax statements, including 1099's.
- Coordinates and finalizes the preparation and approval of the agency's annual budget; allocates resources to accounts and sub-accounts; continually tracks budget status and maintains current budgetary records; monitors revenues and expenditures and authorizes account transfers and adjustments; investigates and analyzes budget-to-actual variances; works with other staff to implement corrections.
- Coordinates and facilitates fiscal audit processes.
- Reviews and analyzes legislation and regulations and provides advice on potential fiscal impact, and adopts and amends procedures accordingly.
- Review, coordinate, negotiate and administer all agency procurements including establishing selection committees and documenting selection procedures.
- Represent the NVTA member agencies on transportation matters and program issues; serve as liaison with other County and City staff, other departments, and other state and federal agencies.
- Responsible for the agency's oversight of the Napa Valley Transportation Improvement Act and the Independent Oversight Tax Committee
- Interprets and explains the fiscal objectives, policies and procedures of the NVTA to community organizations, governmental agencies, staff, and the public.
- Prepares and presents finance-related agenda reports, analyses and recommendations to the Executive Director and Board of Directors.
- Prepares the Overall Work Plan.
- Responsible for ensuring proper preparation and timely delivery of Board monthly agenda packet including confirming agenda with Board Secretary and Legal Counsel.
- Act for the Executive Director in that person's absence, and represent the agency before meetings, conferences, interested groups and individuals on program issues.
- Perform related duties as assigned.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Education: Equivalent to a bachelor's degree from an accredited four-year college or university with major coursework in finance, accounting, business or public administration or a closely related field. Possession of a master's degree in accounting or business administration and/or Public Administration is desirable.

Experience: Six years of increasingly responsible professional fiscal management experience, preferably in a public agency setting. Experience working with a policy board is required. One year of supervisory experience is desirable.

License or Certificate:

Possession of a valid California Driver's License.

REQUIRED KNOWLEDGE AND ABILITIES

Knowledge of:

- Principles, operations and methods of public finance, fiscal management, transportation planning, and public administration, including accounting, budget preparation, program analysis, and revenue forecasting.
- Federal and State laws, regulations, and requirements pertaining to transportation grants programs and audit;
- Concepts, principles, techniques, and legal aspects of transportation and urban planning;
- Caltrans, the California Transportation Commission, the Federal Transit Administration and the Federal Highway Administration, Air Resources Board, and regional planning agencies responsibilities, and functions
- State and Federal transit planning principles, processes, procedures, and regulations, including legislative and transit funding processes
- Interdisciplinary practices and trends affecting transportation and urban planning & analysis
- Principles, techniques, and methods to plan, develop, and coordinate an effective public information/education and media liaison program.
- Principles, practices and methods of human resources administration pertaining to recruitment, examination, position classification and salary and benefit administration.
- Government interrelationships
- Principles and practices of organizational management.
- Financial reporting.

- Economic analysis; statistical and research methods.
- Cash flow management.
- Internal controls appropriate for a public agency setting.
- Documentation management.
- Transportation funding processes and procedures.
- Principles and practices of effective supervision and basic personnel management.
- General office procedures and administration; contracts administration and procurement.
- Development of policy recommendations for consideration by decision makers.
- Applicable federal, state and local laws and regulations pertaining to the financial operations of a public agency.
- Applicable federal, state, and local laws and regulations pertaining to human resources management, Equal Employment Opportunities (EEO), employer-employee relations and sexual harassment.
- Applicable federal, state, and local laws and regulations pertaining public agencies, public transit systems, and planning agencies.

ABILITY TO:

- Analyze and interpret financial statements and accounting records and reports.
- Analyze and prepare budgets and schedules.
- Prepare clear, concise and accurate accounting and auditing reports, financial statements, and financial summaries; review complex and specialized accounting information and reports.
- Develop and maintain accounting and control procedures.
- Make and execute major program decisions with staff, consultants, and member agency technical representatives;
- Analyze complex administrative, organization and management problems; make recommendations and adopt courses of action.
- Develop, organize and effectively coordinate programs, projects and activities; coordinate program objectives with the general goals of the agency.
- Interpret and apply laws, rules, regulations, and labor contract provisions
- Organize and prioritize work assignments; effectively plan, assign, direct and review the work of assigned staff.
- Procure, negotiate and administer contracts; evaluate effectiveness of contract services provided.
- Make presentations before commissions, City Councils, Board of Supervisors, and other public and private groups as needed.

- Analyze situations accurately and take effective action.
- Communicate effectively both verbally and in writing.
- Read, interpret and apply complex technical material.
- Establish and maintain cooperative working relationships with staff, other departments and agencies, the private sector, and the public.

PHYSICAL DEMANDS

While performing this job, the employee is regularly required to walk; sit; use hands to handle objects; operate keyboards, tools, or controls; and make condition assessments. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Able to lift 20 pounds, and handle office equipment.



July 15, 2026
Agenda Item 10.9
Continued From: New
Action Requested:
ACTION

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 (NVTA) Board receive the Federal Legislative update, State Legislative Update, and the updated Bill Matrix with a support position on SB 741 (Blakespear) for July 2026.

BACKGROUND

SB 741 (Blakespear): Low Carbon Transit Operations Program (LCTOP).

NVTA Position: Support

The bill would streamline the process for using LCTOP funds by simplifying what the funds can be used for and the information on how the funds are used by transit operators. SB 741 would revise and recast the program to, among other things, require program funds to be expended only on maintenance or expansion of bus, rail, or ferry services, transit fare subsidies, and network and fare integration technology improvements, and would repeal the requirement related to expenditures in disadvantaged communities. These revisions would alleviate some of the administrative burden on NVTA when submitting the grant application to Caltrans.

Federal Update:

Representative Mike Thompson successfully secured House approval of a Community Project Funding request for the American Canyon State Route 29 Improvements Project, with an initial allocation of \$250,000 toward the requested \$2 million. NVTA has also submitted a \$10 million Safe Streets and Roads for All (SS4A) grant application for the project and is preparing an application for the upcoming FTA Bus and Bus Facilities Program to pursue funding for eight compressed natural gas (CNG) buses. Meanwhile,

CFM Advocates continues to work with California's congressional delegation to strengthen transit and highway funding as Congress develops the next surface transportation authorization bill.

The House version of the transportation reauthorization generally preserves core highway formula funding, competitive grant programs, and project delivery reforms while eliminating several climate-focused programs, creating both opportunities and uncertainty for future federal funding. At the same time, broader political disagreements in DC, including delays in appropriations and a stalled bipartisan housing package, continue to slow congressional action, making it increasingly likely that Congress will rely on a continuing resolution before completing FY27 appropriations. CFM will continue advocating for robust transportation funding and keep NVTa informed as federal legislation advances.

State Update:

The Legislature and Governor reached agreement on a balanced \$352 billion state budget that preserves key health and social service programs while maintaining nearly \$29 billion in reserves. Several transportation-related issues remain under negotiation, including future Cap-and-Invest funding allocations and the Sustainable Aviation Fuel tax credit proposal, both of which could have implications for transportation funding in California. Additionally, the Legislature placed several measures on the November statewide ballot, including proposals related to affordable housing, the Rainy Day Fund, expedited CEQA review, and changes to local special tax approval requirements.

The budget trailer bill (SB 169) extends for an additional year the suspension of Transportation Development Act (TDA) farebox recovery and efficiency penalties through FY 2026-27, providing continued financial flexibility for transit operators recovering from pandemic-era ridership impacts. Using eligible local funds, NVTa met the farebox recovery threshold last fiscal year.

Governor Newsom has signed an Executive Order on Transit, which directs Caltrans and the California State Transportation Agency to accelerate project delivery, streamline environmental review, improve statewide transit coordination, enhance digital fare payment and trip planning systems, increase funding transparency, and prioritize first- and last-mile connectivity and zero-emission transit infrastructure. These actions signalize the state's commitment to strengthen public transportation while improving project delivery and expanding multimodal mobility throughout California.

ATTACHMENTS

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



To: NVTA Board
From: Joel Rubin and Tara Kroft, CFM Advocates
Re: July 2026 Washington Update

Latest Washington Activity

NVTA Earmark Funding Progress - American Canyon Project Submitted by Rep. Thompson; Included in House Markup

Representative Mike Thompson successfully submitted NVTA's Fiscal Year 2027 Community Project Funding request for \$2 million for the American Canyon State Route 29 Improvements Project. The House Appropriations Committee approved the Transportation, Housing and Urban Development (THUD) appropriations bill, which includes \$250,000 for NVTA's project. Earmark allocations to Democrats are lower than in years past for a couple reasons. The House expanded eligibility to increase the number of submissions from 15 to 20 projects, but the overall allocations for Democrats did not increase. In fact, Republican's seemed to get a bigger slice of the earmark allocation levels (election year positioning) thus further diluting the size of earmark awards for Democrats. If Democrats take back the House and/or Senate, earmark allocations for Democrats will increase next year. Regardless, CFM will work with the congressional delegation and Appropriations Committee to try to increase the funding amount for the American Canyon earmark through the appropriations process this year.

The House bill now awaits further action in the Senate. Over the coming months, Congress will work to negotiate final FY2027 appropriations legislation. While the overall appropriations timeline remains uncertain, we continue to expect final action later this year or in early 2027. Assuming Congress completes FY2027 appropriations on that timeline, NVTA could access funding in Summer 2027 following execution of an Federal Highway Administration (FHWA) grant agreement.

Safe Streets and Roads for All (SS4A) Grant Program

In May, CFM and the NVTA team finalized and submitted a \$10 million application for implementation funding through the SS4A grant program for the American Canyon State Route 29 Improvements Project. Awards are expected to be announced in the fall or early winter. CFM is continuing to monitor for updates from United States Department of Transportation (USDOT) regarding the program and any outreach from USDOT staff. CFM has secured letters of support from your Congressional delegation and will engage them again closer to award announcements and ask for additional advocacy in the form of phone calls to support your project.



Federal Transit Administration (FTA) Bus and Bus Facilities – NVTA Bus Shelters
FTA should be opening up the competitive Bus and Bus Facilities grant program any day now. NVTA could seek funding for buses, facilities and/or bus shelter improvements within the grant program. NVTA will likely pursue bus shelter improvements and CFM will work with NVTA staff to submit an application by the end of the summer.

Surface Transportation Reauthorization Update

Following House committee approval of its surface transportation reauthorization, congressional attention has shifted to the Senate, where committees could begin developing their own surface transportation reauthorization proposal. The Senate presents the next major opportunity to strengthen transit funding levels and policy provisions before Congress begins negotiating a final bipartisan package. CFM is working with NVTA's Senators and other key decision makers to advocate for stronger Section 5339 funding, preservation of competitive grant opportunities, and improvements to bus capital programs. We are also seeking to protect and expand highway funding programs, including key competitive grant programs, within the bill. With all this said, the Senate does not seem to be in a rush and it's very likely Congress will need to pass a simple extension by September 30. This will punt decisions on the long-term bill until the next Congress.

Last month's update included a deep dive into the transit components of the bill, please see below for a similar dive into the highway components of the bill:

Core Highway Formula Funding Remains Strong

One of the most encouraging aspects of the House proposal is that it preserves the major highway formula programs that form the backbone of federal transportation funding. The National Highway Performance Program (NHPP), Surface Transportation Block Grant (STBG), and Congestion Mitigation and Air Quality Improvement Program (CMAQ) all received modest funding increases over current authorization levels, while the Highway Safety Improvement Program (HSIP) and National Highway Freight Program continue largely unchanged. These programs collectively fund many of California's highest priority highway preservation, safety, congestion relief, and freight mobility projects and remain critical sources of investment for regional agencies like NVTA.

Maintaining these core programs provides greater long-term funding stability and allows states and local agencies to continue advancing projects with confidence as they plan future capital investments.



Expanded Bridge Investment Creates New Opportunities

The legislation also makes significant progress toward strengthening federal bridge investment. The House proposal expands the existing Bridge Formula Program while continuing competitive bridge grant opportunities that have proven successful under the Infrastructure Investment and Jobs Act (IIJA). Importantly, the bill includes additional opportunities for locally owned bridges, which could provide increased funding flexibility for counties and local jurisdictions responsible for aging bridge infrastructure.

Competitive Highway Grant Programs See Mixed Results

The House proposal generally preserves many of the largest discretionary highway grant programs while eliminating several newer climate-focused initiatives created under IIJA. Programs such as Safe Streets and Roads for All (SS4A), Mega Grants, and major freight programs remain authorized under the legislation, preserving important competitive funding opportunities for local governments. However, the bill would eliminate the Carbon Reduction Program, the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program for resiliency investments, and the National Electric Vehicle Infrastructure (NEVI) Formula Program.

For agencies like NHTA, this represents both opportunity and uncertainty. While traditional highway and freight programs remain available, communities that have relied on dedicated climate resilience, emissions reduction, or EV infrastructure funding may face fewer federal funding opportunities moving forward.

Project Delivery Reforms Could Accelerate Construction

Beyond funding, the legislation includes several policy reforms intended to accelerate project delivery. The House bill expands the use of categorical exclusions under the National Environmental Policy Act (NEPA), advances additional permitting streamlining measures, and continues implementation of "One Federal Decision" principles intended to improve interagency coordination. The legislation also maintains metropolitan transportation planning requirements while making several refinements affecting Metropolitan Planning Organizations (MPOs).

Collectively, these reforms could reduce project delivery timelines, provide greater permitting certainty, and help transportation agencies deliver projects more efficiently while reducing administrative burdens.

Highway Trust Fund Revenue Receives Additional Support

To help address the long-term solvency challenges facing the Highway Trust Fund, the legislation would establish new annual registration fees on electric vehicles and plug-in hybrid vehicles.



These fees are intended to offset declining federal motor fuel tax revenues as vehicle fleets become more fuel efficient and electrified. While the proposal does not fully resolve the Highway Trust Fund's long-term structural funding shortfall, it represents one of the few revenue provisions included in the House reauthorization package.

Looking Ahead

While the House proposal preserves many of the programs most important to state and local transportation agencies, the legislative process remains in its early stages.

As the legislation advances, CFM will continue advocating for:

- Preserving and strengthening core highway formula funding.
- Maintaining robust discretionary grant programs for local and regional agencies.
- Supporting additional project delivery reforms that reduce permitting delays.
- Protecting funding opportunities that help communities improve system resilience and address future transportation needs.

We will continue keeping NVTI informed as Congress advances surface transportation reauthorization and additional details become available.

Washington Update: Housing Bill Delay Highlights Broader Legislative Challenges

Senate Housing Legislation Thrown into Uncertainty

What was expected to be a bipartisan legislative victory quickly unraveled after President Trump abruptly canceled plans to sign the Renewing Opportunity in the American Dream (ROAD) to Housing Act.

The housing package, the product of more than a year of bipartisan negotiations, is intended to address housing affordability through reforms aimed at expanding supply, reducing regulatory barriers, and encouraging new development. Congressional leaders in both parties had hoped the legislation would demonstrate that Washington could still produce bipartisan solutions on one of the nation's most pressing economic challenges.

Just hours before the scheduled signing ceremony, however, President Trump announced he would withhold his signature until Congress passed the Safeguard American Voter Eligibility (SAVE) America Act. That bill would require proof of citizenship to register to vote, impose stricter voter identification requirements, and limit certain forms of mail voting.



The demand immediately complicated the housing bill's future. The SAVE America Act remains stalled in the Senate, where Democrats—and some Republicans—oppose the legislation, leaving it well short of the 60 votes needed to overcome a filibuster.

The President's decision generated frustration across Capitol Hill, including among Republicans who viewed the housing package as one of their strongest legislative accomplishments heading into the midterm election cycle. Senator Thom Tillis (R-NC) publicly criticized the move, arguing that tying a bipartisan housing bill to legislation with no realistic path through the Senate unnecessarily jeopardizes an important policy achievement.

While it remains unclear whether President Trump intends to veto the housing legislation outright or simply delay signing it, the episode underscores the growing tension between the White House's political priorities and Congress' legislative agenda. Even if the bill ultimately becomes law, the President has already diminished some of its political impact by canceling the signing ceremony, questioning the bill's benefits, and dismissing it as a secondary priority.

Republicans Dig in on the SAVE America Act

The dispute surrounding the housing package reflects a broader battle over election legislation that has increasingly consumed Congress.

Encouraged by President Trump, House conservatives have intensified pressure on Senate Republicans to pass the SAVE America Act, arguing that election integrity legislation should take precedence over nearly every other legislative priority. The House Freedom Caucus has been particularly vocal, directing much of its criticism not toward Democrats, whose opposition is expected, but toward Senate Republicans for failing to move the bill.

President Trump met privately with Senate Republicans this week in an effort to build support, but lawmakers left the meeting without a clear strategy for moving the bill forward. According to several Senate Republicans, the political math remains unchanged despite increased pressure from both the White House and House conservatives.

Tensions between the President and Senate Republicans have been building for weeks. Some Senators have expressed frustration with the White House's approach to nominations, surveillance authorities, and recent policy decisions, while the President has grown increasingly frustrated that his party has not yet delivered on his election legislation. Those frustrations came to a head in a contentious lunch with Senate Republicans, where disagreements over legislative strategy, party discipline, and White House priorities reportedly spilled into open conflict.



Senate Appropriations Process Faces More Delays

The turbulence has also slowed the appropriations process. Senate appropriators had hoped to begin marking up four FY2027 spending bills this week, including Agriculture, Military Construction-VA, Commerce-Justice-Science, and Legislative Branch. However, repeated postponements have slowed progress as Republicans continue operating without a formal bipartisan topline spending agreement.

Complicating matters further is the continued absence of Senate Defense Appropriations Subcommittee Chairman Mitch McConnell (R-KY), whose absence has prevented committee Republicans from maintaining a working majority during markups. This marks the fourth consecutive week appropriators have been forced to delay planned consideration of spending bills.

Across the Capitol, House Republican leaders also abandoned plans to consider several appropriations measures, including the National Security and Energy-Water bills, after conservative opposition over the SAVE America Act disrupted the House floor schedule. Leadership ultimately opted to send Members home early rather than continue floor consideration amid the ongoing stalemate.

With only a limited number of legislative weeks remaining before the end of the fiscal year, both chambers are falling further behind schedule. Unless negotiations accelerate considerably in the coming weeks, the likelihood of Congress relying on another continuing resolution to fund the government continues to increase.

Looking Ahead

As Congress moves into the second half of the year, pressure is mounting on Republicans to demonstrate that unified control of the White House and both chambers of Congress can translate into tangible legislative accomplishments. At the peak of their power, the GOP remains plagued by internal divisions, procedural delays, and a lack of clear legislative wins.

While election security remains a top priority for many conservatives, affordability continues to rank among voters' most pressing concerns, with housing costs, inflation, and the overall cost of living remaining central political issues. The delay of the bipartisan housing package highlights the difficult balancing act facing Republican leaders as they seek to advance the President's political priorities while also delivering policy wins that resonate with voters.



These dynamics will only become more significant as the 2026 midterm elections draw closer. With control of both the House and Senate expected to be fiercely contested, Republicans are increasingly eager to showcase legislative successes after months of internal divisions. Democrats, meanwhile, are positioning themselves to argue that despite holding governing majorities, Republicans have struggled to deliver meaningful progress on the issues voters care about most.

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PLATINUM | ADVISORS

June 29, 2026

TO: Danielle Schmitz, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Session Status: The legislature will adjourn for its Summer Recess on July 2nd and will not return until August 3rd. With the June 15th budget hurdle having been cleared, the focus shifted to reaching an agreement with the Governor. Last week an agreement was announced, and numerous budget-related bills were amended. Today, the budget bill junior and nearly 20 budget trailer bills were heard in committee, approved by each house, and signed into law by the Governor.

In addition, July 2nd is the deadline for all policy committees to complete their work. The deadline hearings are always long, but this year these agendas contain an unusually large number of “gut and amend” bills. This is likely the result of a lower bill limit, which has forced members to horde dead bills with the goal of breathing new life into them by amending them to include new proposals.

June 25th was the deadline for the legislature to place measures on the November ballot. This is also the deadline for the legislature and initiative proponents to reach deals to remove a qualified measure from the November ballot. The legislature placed on the ballot a housing bond, and two Constitutional amendments that strengthen the Rainy Day Fund, and another that would require a 2/3 vote on citizen initiative tax measures.

While efforts were made to reach a deal on removing the Billionaire’s Tax, those efforts failed. However, Uber and the trial attorneys did reach an agreement to remove Uber’s initiative from the ballot and enact an agreement through legislation. This would spare both Uber and the trial attorneys from a costly campaign, and the rest of us from endless television ads. The agreement would generally tighten restrictions on medical damage payouts, which was in Uber’s initiative, and hold Uber to higher safety standards as demanded by the trial attorneys.

Budget, Check: The Senate and Assembly met the June 15th deadline to adopt a budget. AB 109 included a \$356 billion spending plan. This is \$6.5 billion more than proposed in the Governor’s May Revise. This is made possible by using the Legislative Analyst Office’s (LAO’s) updated revenue forecast providing \$5.5 billion more revenue available over the budget window.

The additional spending in the legislature's plan is the result of rejecting some proposed safety net cuts, such as the Governor's proposed cuts to the In-Home Supportive Services (IHSS) Program, and temporarily delays and reduces various other cuts enacted last year or imposed by the federal government. The legislative plan, like the Governor's May Revise, provides for a balanced budget in 2026-27 and 2027-28.

With the AB 109 budget on the Governor's desk, negotiations between Governor Newsom, Senate Pro Tem Monique Limon and Speaker Rivas concluded last week with an agreement on a \$352 billion spending plan. This agreement provides for a balanced budget in 2026-27 and 2027-28 and reduces outyear deficits. The agreement also uses the lower revenue forecasts from the May Revise that are adjusted upward to include new revenues from new taxes contained in SB 122. While this budget does not restore as much funding for various health and social services programs as proposed by the legislature, it does try to blunt the impact federal funding cuts will have on local services.

The final plan includes an estimated \$28.8 billion of reserves in 2026-27, including the Rainy Day Fund (\$15.1 billion), the Proposition 98 reserve (\$9.2 billion), and Specific Fund for Economic Uncertainties (\$4.5 billion). In addition, \$6.4 billion is deposited in 2026-27 to a separate special purpose reserve, the Projected Surplus Temporary Holding Account, in order to help balance the 2027-28 budget.

Transportation Trailer Bill: SB 169 is the vehicle to enact several statutory changes to transportation items. Under existing law several provisions in the Transportation Development Act (TDA) that subject transit operators to penalties if the operator fails to meet specified farebox and performance metrics have been suspended, but these suspensions are set to sunset this year.

Among the provisions in SB 169, the bill suspends penalties for one more year for not maintaining the prescribed ratio of fare revenues to operating costs on transit operators during the 2026-27 fiscal year and exempts transit operators from meeting specified efficiency standards through the 2026-27 fiscal year.

New Taxes: The legislature did approve two bills that would enact new taxes that were proposed by the Governor. These include extending existing business taxes, expanding the application of the sales tax, and revamping the existing health insurance tax. These measures include the following:

- SB 122 includes the Governor's proposal to extend the temporary business tax credit limitation through 2029, and impose a permanent tax credit limitation beginning in 2030. In addition, SB 122 would impose a digital software sales tax, and extend and update the existing tax on managed health care plans to preserve Medi-Cal funding in light of new federal requirements.
- Establishes a 100 percent tax on settlement fund payments received by taxpayers during the taxable years 2026 through 2029 from the Anti-Weaponization Fund established by the federal Department of Justice.
- Supplemental reporting language is included requiring the Administration to report back within a few years on the economic impact of the SB 122 proposals.

- AB 180 is another tax trailer bill that includes the following items, and makes some technical corrections to SB 122.
 - Reduces, for the 2027, 2028, and 2029 tax years, the annual minimum franchise tax of \$800 to \$400 for limited liability companies doing business during the company's first taxable year.
 - Extends CalCompetes tax credits to recruit and retain businesses in the state through the 2034 taxable year.
 - Updates manufactured home limitations for the State Controller's property tax postponement program.
- The Legislature also plans to develop the Fair Share from Big Corporations Program proposal, which is intended to hold large employers accountable for employees on Medi-Cal. Options on how to implement the program would be considered during next year's budget process.

Not in the Budget, yet: While the bulk of the budget agreement is in place, there are, as usual, several items that will be addressed in future budget trailer bills. These items include the following:

- AB 109 does appropriate some cap & invest revenue to CalFire, the remaining funding allocations remain on hold. It is par for the course for cap & invest funding agreement to be pushed back to August, but this year these negotiations carry more weight considering California Air Resources Board's (CARB's) actions. The negotiations over cap & invest funding will range from reversing or reducing the number of credits the CARB proposal eliminates to developing a new expenditure plan based on the amount of auction revenue available.
- While there has been significant opposition to the Governor's proposed Sustainable Aviation Fuel (SAF) tax credit proposal, it may still become part of the budget. This proposal would provide California producers of SAF a credit against the amount of diesel excise tax paid by the producer to deliver SAF in California. Providing an excise tax credit would reduce the amount of tax revenue available to the state and local governments for roadway repairs.

Executive Order on Transit: Governor Newsom recently issued an executive order aimed at accelerating transit projects and increasing transit ridership. The Executive Order tasks Caltrans and California State Transportation Agency (CalSTA) with streamlining project delivery, integrating digital travel data, and removing administrative barriers. The directives in the order include the following:

- *Infrastructure Acceleration:* Caltrans must develop a statewide list of priority transit projects within 120 days and create standard plans to permit transit infrastructure on state highways.
- *Enhanced Agency Roles:* Caltrans is designated as a statewide "Mobility Manager" to unify trip planning, scheduling, and payment systems across various transit operators.

- *Environmental Review Streamlining:* State agencies must leverage recent California Environmental Quality Act (CEQA) updates and pursue federal National Environmental Policy Act (NEPA) assignment to expedite environmental clearances for transit and rail projects.
- *Funding Transparency:* Caltrans must build real-time digital dashboards to track grant applications, awards, and invoice processing times to ensure equitable funding access.
- *Data Integration:* The California Integrated Travel Project (Cal-ITP) must publish standardized data guidelines to seamlessly integrate different transit payment and information systems.
- *Support for Clean Energy & Housing:* The order allows zero-emission transit vehicles to utilize Caltrans airspace for charging infrastructure and prioritizes transit funding for jurisdictions with "Pro-Housing" designations.
- *First- and Last-Mile Connectivity:* Funding guidelines will be updated to prioritize pedestrian, cyclist, and wheelchair accessibility leading to bus and rail stops.

November Ballot: With the deadline to place or remove items on the November ballot having passed, there will be 14 statewide measures on the ballot. The following highlights some of those measures:

- *Special Taxes:* The Legislature placed ACA 22 (Wicks) on the ballot. This measure would raise the threshold for citizen-driven special tax ballot initiatives to pass from a simple majority to two-thirds. If approved this would apply to local measures placed on the ballot after January 1, 2027. The measure, placed on the ballot at the last minute by state lawmakers, reflects a deal state leaders struck with Howard Jarvis Taxpayers Association. The Jarvis backed measure would have applied to the 2/3 vote requirement retroactively.
- *Housing Bond:* This would allow the state to borrow a record \$11.25 billion for affordable housing, with \$10 billion to buy, build, rehabilitate and preserve affordable homes and \$1.25 billion to help veterans buy homes.
- *Rainy Day Fund:* ACA 20 was placed on the ballot to allow the state to deposit up to 20% of its general fund tax revenue into its rainy day fund each year, instead of the current 10%. The state could also spend some tax revenue to pay down its \$20 billion federal unemployment insurance debt.
- *Expedited CEQA Review:* This initiative would amend the CEQA to create deadlines for environmental reviews of most housing, transportation, water, health, and clean energy projects to speed up permitting and limit the court's ability to stop or delay developments.
- *Mortgage Loans:* This initiative would create a \$25 billion mortgage loan program for home buyers who make less than 200% of the area median income. The measure would offer fixed-rate mortgages for up to 17% of the purchase price on homes priced under \$1.5 million. Home buyers must pay at least 3% of their down payment.

PLATINUM | ADVISORS

June 30, 2026

ATTACHMENT 3
NVTB Board Item 10.9
July 15, 2026

TABLE 1: BOARD ACTION ITEMS

	Subject	Status	Position
SB 741 (Blakespear D) Low Carbon Transit Operations Program.	Senator Blakespear recently gutted and amended SB 741 to simplify and streamline the use of Low Carbon Transit Operations Program (LCTOP) funds. Senator Blakespear has been actively involved in protecting public transit funding. The content of SB 741 was developed in consultation with the California Transit Association. The bill makes numerous changes to the LCTOP statute that will make it easier for transit operators to use these funds. SB 741 eliminates the bureaucratic hurdles operators face in drawing down these funds, and it removes CARB from the oversight process. It also allows operators to indefinitely apply the use of LCTOP funds on a specific route. Specifically, SB 741 simplifies the definition of an eligible expenditure to include: • Maintenance or expansion of bus, rail, or ferry services, including, but not limited to, equipment acquisition, vehicles, fueling, maintenance, and other costs to operate bus, rail, and ferry services. • Transit fare subsidies, including reduced or free student passes. • network and fare integration improvements. SB 741 also reduces the reporting requirements tied to drawing these funds down. As amended, a transit operator must simply submit to Caltrans a list describing how LCTOP funds would be used.	Assembly Approps	Recommended Position SUPPORT

	Subject	Status	Position
SB 569 (Blakespear D) Bikeways: reversions and modifications	SB 569 was gutted and amended to remove the provisions establishing at Caltrans a dedicated liaison to facilitate the removal of homeless encampments on Caltrans' right-of-way. NVTa adopted a support position on this version last year. As amended, SB 569 would prohibit a local or regional agency from reverting a bikeway it constructs using moneys from the state General Fund to a nonactive transportation use or modifying it in manner that reduces the safety, accessibility, or mobility of nonmotorized users, for 20 years or its useful life, whichever is less. This bill addresses a situation in her district where a protected bikeway was constructed using a state grant, but was later removed.	Assembly Appr.	Current Position <u>Support</u> (prior version) Recommended Position <u>Watch</u>
SB 1087 (Cabaldon D) Transportation planning: sustainable communities strategies: transportation funding programs.	SB 1087 makes numerous changes to existing Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) guidelines and requirements including, how greenhouse gas emissions (GHG) reduction targets are set, the timeline for updating the plans, and how GHG reduction strategies are evaluated. Extends GHG reduction targets to 2045. NVTa adopted a Support If Amended position to ensure projects in the Regional Transportation Plan that commence before 2045, but are currently scheduled for after 2035 remain eligible for funding. On June 25th, SB 1085 was amended to address this concern. While additional changes are being considered, SB 1087 makes the following changes. • Shift the SCS planning cycle from every four years to every eight years. • Exempt the development of the SCS, Regional Transportation Plan, or an alternative SCS from (California	Assembly Approps	Current Position <u>Support If</u> <u>Amended</u> Recommended Position <u>Support</u>

	Subject	Status	Position
SB 1087 (Continued)	Environmental Quality Act (CEQA) if specified public outreach measures are met. - Requires projects receiving either Trade Corridor Enhancement Program funds or Solutions for Congested Corridor Funds must be consistent with the SCS and RTP. - Requires greater transparency in how CARB develops the GHG reduction targets for a region.		

TABLE 2: 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 DEAD	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 1821 (Pacheco D) California Public Records Act: agency response time.	AB 1821 converts the California Public Records Act's (CPRA) requirement to confirm that disclosable records are in the possession of the public agency must be done within 10 and 14 business days rather than currently required within calendar days.	Senate Judiciary	Support

	Subject	Status	Position
<u>AB 1821</u> (Continued)	The bill was amended on June 10 th , to add a new language on processing requests and the ability to collect fees for processing requests. However, this language was removed a few weeks later prior to being heard by the Senate Judiciary Committee.		
<u>AB 1837</u> <u>(González, Mark D)</u> Video imaging of parking violations.	AB 1837, as amended, would extend the sunset date until December 31, 2034, on the authority to use video imaging to enforce parking violations in bus only lanes and at bus stops.. The amendments would also prohibit an operator from commencing this program when the sunset date is less than two years away. The reports submitted by operators must also include “precise” data used to draw conclusions in the report. Language was also added increasing privacy protections by prohibiting the use of facial recognition systems and prohibiting access to the data by federal authorities. The video evidence must also blur out non-relevant license plates and pedestrians.	Senate Approps	SUPPORT
<u>AB 1890</u> <u>(Aguiar-Curry D)</u> County of Napa: farmworker housing: funding.	Assembly Appropriations approved AB 1890. If funds are appropriated in the budget, this bill would increase the amount of funding the Department of Housing and Community Development (HCD) awards to the Napa County Housing Authorities (NCHA) farmworker centers from \$250,000 to \$500,000, annually. AB 1890 builds upon AB 317 (Aguiar-Curry) that was enacted in 2016, which authorized \$200,000 in state General Fund to support the Napa County farmworker centers. The AB 317 funding is set to expire in the 2028-29 fiscal year.	Senate Approps Suspense File	Support

	Subject	Status	Position
<u>AB 1944</u> (Lee D) Zero-emission transit buses: axle weight.	Since zero emission bus technology has not advanced as expected, zero emission transit buses continue to exceed the 22,000-pound axle weight limit. AB 1944 would create a new standard that allows for an axle weight limit for zero emission buses to be up to 25,000 pounds for zero emission buses purchased by specified dates. Specifically, AB 1944 would create the following limits for buses purchased by specified dates, which is similar to prior existing law: • Purchases made from January 1, 2027, to December 31, 2027, the limit would be 25,000 pounds. • Purchases made from January 1, 2028, to December 31, 2029, the limit would be 24,000 pounds. • Purchases made from January 1, 2030, to December 31, 2031, the limit would be 23,000 pounds. • Purchases made after January 1, 2031, the limit would be 22,000 pounds.	Senate Floor	SUPPORT
<u>AB 2015</u> (Wicks D) Department of Transportation: third-party navigation applications: study and report.	AB 2015 would require Caltrans in consultation with CalSTA and local authorities, to conduct a comprehensive study and make recommendations on the impact of third-party navigation applications on the state highway system and local street and road networks by January 1, 2028. While the use of navigation apps has reduced travel times, the use of these apps has resulted in routing travelers down neighborhood streets. AB 2015 intends to examine the impact this re-routing has on traffic and pedestrian/bicycle safety.	Senate Approps	Watch

	Subject	Status	Position
<u>AB 2051</u> (Wicks D) Public resources: Coastal Resilience Permitting Working Group.	AB 2051 requires the Secretary of the California Natural Resources Agency (CNRA), in consultation with the Secretary for Environmental Protection (CalEPA), to convene a Coastal Resilience Permitting Working Group (Working Group) for the purpose of developing a Coastal Resilience Permitting Roadmap (Roadmap) to accelerate coastal resilience projects. The intent of this bill is to create a more consistent, cross-agency approach to coordination and streamlining for a broader set of climate adaptation and resilience projects and builds on existing permit streamlining efforts by addressing clear gaps in their scope rather than duplicating work.	Senate Nat. Resources	Watch
<u>AB 2168</u> (Wicks D) Active Transportation Program: guidelines	This measure would amend the Active Transportation Program to emphasize the need for ATP projects to increase access to public transit. Starting after January 1, 2028, AB 2168 expands the types of projects eligible for ATP funding to include projects that provide access to transit and requires the California Transportation Commission (CTC), on or after January 1, 2028, to include in its ATP guidelines penalties for failure to use ATP funds in a timely manner.	Senate Transp	Watch
<u>SB 445</u> (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



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Laura Sanderlin, Human Resources
REPORT BY: Laura Sanderlin, Board Secretary & Human Resources
(707) 259-8633/ Email: lsanderlin@nvta.ca.gov
SUBJECT: First Amendment to the Napa Valley Transportation Authority (NVRTA) Agreement No. 25-C27 for the Position of the Executive Director

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment No. 1 to the NVRTA Agreement No. 25-C27 (Attachment 1) amending certain sections of the Executive Director contract.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

In May 2025, the Napa Valley Transportation Authority (Employer) executed the above-referenced Agreement with Danielle Schmitz (Employee) outlining the terms and conditions of Employee's employment with NVRTA. The parties desire to amend the agreement as it relates to the agreement term and compensation.

FISCAL IMPACT

Yes. An increase in salaries and benefits beginning FY 2026-27 in the amount of \$13,222.23 (\$8,722.23 for salary and benefit increase and \$5,000 for one-time discretionary performance bonus) under the Administrative budget.

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

In May 2025, the Napa Valley Transportation Authority (Employer) executed the above-referenced Agreement (Attachment 1) with Danielle Schmitz (Employee) outlining the terms and conditions of Employee's employment with NVTA for a three-year term of July 1, 2025 through June 30, 2028. Per Section 3.2 of the Agreement, reviews of Employee performance shall take place as often as Employer deems appropriate but not less than once each calendar year.

A performance evaluation was conducted in June 2026 and the Board met in Closed Session at the regular meeting of June 17, 2026. The review has concluded and the parties now desire to amend the agreement with an effective date of July 1, 2026, extending the term of employment to June 30, 2029, increasing Base Salary 3% (\$7,500), and in recognition of the Executive Director's efforts, issuing a one-time 2% (\$5,000) discretionary performance payment.

ATTACHMENT

(1) Draft Amendment No. 1 to Napa Valley Transportation Authority (NVTA) Agreement No. NVTA 25-C27

**FIRST AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY
EMPLOYMENT AGREEMENT
(Executive Director)
AGREEMENT NO. 25-C27**

This First Amendment (“Amendment”) to Agreement No. NVTA 25-C27 is made and entered into by Napa Valley Transportation Authority (“NVTA”), a joint powers agency organized under the laws of the State of California, and Danielle Schmitz (“Employee”) effective as of the last date of execution of this amendment as shown below. NVTA and Employee are individually herein referred to as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, On May 21st 2025, NVTA executed the above-referenced Agreement 25-C27 with Employee for the position of Executive Director (the “Employment Agreement”); and

WHEREAS, the Agreement established the term of employment of July 1, 2025 through June 30, 2028; and

WHEREAS, the Employment Agreement requires an annual review of Employee’s performance; and

WHEREAS, NVTA, by and through its Board of Directors, conducted Employee’s performance evaluation and held a closed session meeting at the NVTA Board of Director’s Meeting on June 17, 2026; and

WHEREAS, the Parties now desire to amend the Employment Agreement.

NOW, THEREFORE, the Parties agree to amend the Employment Agreement as set forth below:

TERMS

1. Section 2.1 of the Agreement is amended to read in its entirety as follows:

2.1 Term. Employee’s term of employment shall be through June 30, 2029, subject to the conditions contained herein. Nothing in this Employment Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in this Employment Agreement.

2. Section 3.1 of the Employment Agreement is amended to read in its entirety as follows:

3.1 Salary. Employer agrees to pay Employee an annual base salary of \$257,500 (\$123.80 per hour) effective July 1, 2026, payable in equal installments at the same time as other Employees of the Employer are paid. Employee shall receive an annual deferred compensation match from Employer up to \$3,500 each year during the term of this Employment Agreement.

3. In recognition of Employee's efforts, Employer agrees to pay Employee a one-time, lump sum, discretionary bonus in the amount of \$5,000 to Employee within four (4) weeks of execution of this Amendment.

4. Except as provided herein, the Parties agree that all other terms and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to Employment Agreement to be duly executed on their behalf by their authorized representatives.

Dated: _____

By _____
DANIELLE SCHMITZ
"EMPLOYEE"

Dated: _____

NAPA VALLEY TRANSPORTATION AUTHORITY,
a joint powers agency

By _____
PAUL DOHRING
Chairman of the Board of the Directors, "NVTA"

Attest:

Laura M. Sanderlin, NVTA Board Secretary

Approved as to Form:

Osman Mufti, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority (NVTA) Updates to Policies, Practices and Procedures Manual: Chapter 1 Personnel

RECOMMENDATION

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

- 1) Proposed changes to the Policies, Practices and Procedures: Personnel Manual (Attachment 1); and
- 2) Implementation of 3% cost of living adjustment based on Bay Area Consumer Price Index (CPI), to base salaries of eligible employees; and
- 3) Implementation of longevity pay for eligible employees.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

A refinement of NVTA Policies, Practices and Procedures Manual is proposed to better serve the needs of the Agency and intended to establish a comprehensive workforce management strategy that aligns compensation practices, professional development opportunities, succession planning efforts, and employee recognition programs with the Agency's long-term organizational objectives.

The proposed changes (Attachment 2) reflect strategic policy framework for compensation and workforce-related programs, in addition to current practices that are not listed in the personnel policy. A summary of proposed changes to *Section 2*:

Employment Status, Section 3: Hours of Work and Compensation, and Section 8 Benefits, include:

Relocation Assistance – may be offered at the discretion of the Executive Director if a position is determined to be difficult to recruit and other specific criteria listed in the policy is met. Relocation assistance shall not be considered a condition of employment and is subject to available funding and budget authority.

Promotions – this is an established section of the policy. Additional language is being proposed to provide further clarity regarding the procedures for recruitment processes and internal promotional advancements.

Deferred Compensation – providing the option to participate in a 457(b) deferred compensation plan and receive an employer matching contribution is part of the current Agency benefits package but is not listed in the Personnel Policy. Proposed language formally establishes the optional benefit and employer contribution amounts as part of the benefits program.

Employee Assistance Program – providing EAP services to employees is part of the current Agency benefits package but is not listed in the Personnel Policy. Proposed language formally establishes the benefit as part of the benefits program.

Cost of Living Adjustment (COLA) – the Agency has never implemented a COLA in its history. As Agency employees do not have collective bargaining representation or other formal mechanisms through which compensation adjustments are negotiated, responsibility for ensuring fair and reasonable compensation rests with the Board. The pay schedule and job classifications and salaries are reviewed and established each fiscal year; however, there is no consideration for salary adjustments for individual base salaries for employees. Without periodic adjustments, individual staff compensation may fail to keep pace with the cost of maintaining a reasonable standard of living and inflationary pressures; and the Agency remains vulnerable to employee retention and competitiveness in the labor market. Without establishing a COLA policy, the Agency fails to meet public sector standards for the labor market in our area; as five of the six jurisdictions in Napa County implement a COLA adjustment for their employees. Each jurisdiction provides a COLA, longevity pay or both. In addition, many of NVTA's transportation partner agencies implement a COLA, bonus pay, or similar financial incentive for employee retention.

The proposed COLA policy language would allow the Executive Director discretion to implement a biennial COLA adjustment subject to Board approved budget availability. The policy establishes for the calculation to be in alignment with the Consumer Price Index (CPI) of San Francisco/Bay Area region from a twelve-month period ending in December of the prior calendar year, not to exceed 4%. It is the desire of the Executive Director to establish this policy and take effect at the time of Board approval which would authorize a 3% COLA to the base of full-time agency staff for FY 2026-27 which has a fiscal impact of \$84,768. The financial impact is covered under the currently approved budget, and no budget adjustment will be necessary.

COLA to the base of full-time agency staff for FY 2026-27 which has a fiscal impact of \$84,768. The financial impact is covered under the currently approved budget, and no budget adjustment will be necessary.

Longevity Pay – proposed policy language for eligible staff to receive a one-time longevity payment at each five-year milestone is intended to recognize and reward employees for long-term commitment, dedication, institutional knowledge, and continued service to the Agency. The Agency recognizes that retaining experienced employees contributes to operational continuity, workforce stability, succession planning, and the efficient delivery of public services. It is the desire of the Executive Director to implement this policy and take effect at the time of Board approval which would authorize longevity payments to seven eligible staff members in a cumulative amount of \$16,207. The financial impact is covered under the currently approved budget, and no budget adjustment will be necessary.

Professional Development – providing financial support for activities that further the professional development of staff and benefit business operations is a current practice of the Agency. The proposed language encompasses a more comprehensive policy detailing education and tuition reimbursement program under Assembly Bill 692, professional affiliations and memberships, mandatory compliance training and technical licensure maintenance. The purpose of this policy is to outline the standards and procedures under which the Agency will provide financial support. It should be noted that approval of any education, professional training and development is subject to approval by the Executive Director, with consideration of budget limitations and in accordance with the Financial Management Policy.

Board adoption of the proposed updates and improved formatting (Attachment 1) will provide the Agency with a transparent and flexible workforce management strategy that strengthens recruitment and retention efforts, supports long-term organizational continuity, and aligns employee compensation practices with the Agency's operational and financial objectives.

FISCAL IMPACT

Board approval of the COLA adjustment to current staff has a fiscal impact of \$84,768 and longevity pay has a fiscal impact of \$16,207. The financial impact is covered under the currently approved budget, and no adjustments will be necessary.

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

As a small agency, NVTA relies on a highly skilled and dedicated workforce to fulfill its mission of providing transportation planning, funding, and mobility services throughout Napa County. Like many public agencies throughout California, NVTA faces increasing challenges related to employee recruitment, retention, succession planning, and workforce sustainability. The proposed programs and policy updates establish a thoughtful, comprehensive framework designed to attract and retain qualified employees, preserve institutional knowledge, support professional development, and maintain competitive compensation practices while ensuring fiscal responsibility and organizational effectiveness.

Historically, NVTA has maintained a competitive compensation and benefits program. Key components of the program include:

- Salary classification and compensation review procedures.
- Workforce flexibility and employee well-being initiatives.
- Merit increases.
- Deferred compensation matching contributions.
- Relocation assistance.
- Mobile device and home office technology reimbursement programs.
- Professional development and workforce advancement offerings.
- Vacation and management leave cash-out provisions.
- Other Post-Employment Benefits (OPEB) financial assistance.

Board approval would add the following components to the above:

- Recruitment and retention strategies.
- Workforce sustainability and succession planning.
- Cost of Living Adjustment (COLA) framework.
- Longevity pay program.
- Compensation study planning.

The proposed policy updates are intended to position NVTA as a competitive public-sector employer while supporting long-term workforce stability, preserving institutional knowledge, and ensuring continuity of operations.

ALTERNATIVES

The Board could decide not to adopt the proposed Personnel policy changes, and the current policy would remain in place. Without Board approval, there would not be a COLA or Employee Longevity and Retention Program implemented.

ATTACHMENT(S)

- 1) NVTA Policies, Procedures, Practices: Personnel (clean)
- 2) NVTA Policies, Procedures, Practices: Personnel (redlined changes)



POLICIES, PRACTICES, AND PROCEDURES MANUAL

CHAPTER 1 PERSONNEL

The Personnel Policies, Practices, and Procedures establish the framework governing employment relationships, workplace expectations, employee benefits, and organizational standards.

The purpose of this manual is to provide clear guidance to employees, supervisors, and management regarding the policies and procedures that promote fairness, consistency, accountability, and compliance with applicable federal and state laws. All employees are expected to become familiar with and adhere to the provisions contained in this manual.

Board of Directors Approved:
06/18/2008

Board of Directors Approved Amendments:
12/06/2009
09/22/2010
12/16/2011
02/19/2014
11/18/2015
04/18/2018
10/17/2018
07/15/2020
06/26/2024
12/17/2025
07/15/2026

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SECTION 1. INTRODUCTION

1.1. Overview of Personnel Policies

The following policies, procedures and rules for the administration of employer/employee relations will be referred to as these “Personnel Policies and Procedures.” These Personnel Policies and Procedures are for the guidance of the management, supervisory staff and for employees of the Agency.

1.1.1. Construction and Limitations

The Personnel Policies and Procedures shall be subject to the following limitations, conditions, constructions and interpretations:

- A.** The Agency reserves the right to rescind, revise or supplement the Personnel Policies and Procedures at any time and from time to time.
- B.** The Personnel Policies and Procedures do not constitute a contract with any employee.
- C.** Employees who are appointed and serve “At Will” have the right to terminate employment with NVTa at any time, with or without advance notice and with or without cause. NVTa, as the employer, likewise has the right to terminate the employment of an At Will employee at any time, with or without advance notice and with or without cause. No one in the Agency other than the appointing authority, e.g. either the NVTa Board of Directors or Executive Director, may alter that At Will arrangement, or enter into an agreement for employment for a specified period of time, or make any agreement contrary to this provision. To the extent any Personnel Policies and Procedures set forth in this document are contrary to or inconsistent with the At Will status of an employee, such policies and/or procedures shall not apply to such employee.
- D.** These Personnel Policies and Procedures supersede and replace any earlier policies, rules, regulations, handbooks, manuals, guidelines and practices relating to employment with the Agency.
- E.** In the event any section or provision of this manual is declared invalid by a court of competent jurisdiction or is contradictory to any federal or state law or regulation, the remaining provisions shall not be invalidated and shall remain in full force and effect.

1.1.2. Implementation of the Policies

The Executive Director is responsible for developing and amending the administrative procedures that provide the steps and guidelines for carrying out the policies contained in this document. Administrative procedures, which could significantly affect employees or financially impact the NVTa, will be referred to the NVTa Board for approval.

SECTION 2. EMPLOYMENT STATUS

2.1. Definitions

For the purposes of these rules the following definitions shall apply:

Agency: Napa Valley Transportation Authority

Applicant: A person who has made a formal request on a prescribed form in order to qualify for Agency employment.

Appointment: The offer to a person, and his/her acceptance of a position in accordance with the provision of these rules.

At Will: An employment relationship which either party (employer or employee) has the right to terminate at any time, with or without prior notice and with or without cause. This arrangement is called “employment At Will”. An At Will employee serves at the pleasure of the appointing authority (in the case of the Executive Director, the appointing authority is the NVTB Board of Directors; in the case of all other At Will employees, the appointing authority is the Executive Director, unless otherwise appointed by the NVTB Board of Directors). An At Will employee is not afforded probationary or permanent employee status. At Will employment status is defined as follows:

- a. At Will employees include the Executive Director.
- b. Part time limited term, temporary, and special status hires separate from a regular, full-time, or part-time permanent staff member and dependent on specific hiring conditions.

Board: The NVTB Board of Directors Members.

Candidate: Any applicant who has been admitted to an examination.

Compensation: Any salary, wage or other emolument paid to an employee for performing the duties of a position.

Continuous Employment: Employment uninterrupted from the date of appointment, except for authorized absence.

Demotion: A change from a position in one class to a position in a lower class.

Discharge: The termination of employment of an employee for disciplinary purposes.

ED: Executive Director

Eligibility List: A list of names of candidates who have been qualified for a specific job.

Employee: Any person who occupies a position in the Agency service and receives compensation for services performed for the Agency.

Employee Representative: An individual who appears on behalf of the employee.

Examination: A test or group of tests to determine the fitness and relative ability of persons seeking employment or promotion.

Exempt Employee: An employee who is not subject to the overtime provisions of the federal Fair Labor Standards Act.

Grievance: A complaint of an alleged violation of a rule or regulation upon which he/she desires official action to be taken.

Layoff: An actual separation from Agency service, an involuntary permanent reduction in work hours, or a demotion in lieu of layoff.

Leave-of-Absence: Permitted absence from duty for a specified period of time.

Minimum Qualifications: Standards of education and experience, knowledge, skills and abilities, and personal and physical characteristics as are prescribed in the class specifications.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time or part-time employment of one person.

Permanent: The status of an employee who is lawfully retained in his/her position after the completion of the probationary period as provided in these rules.

Probationary: The status of an employee who has been certified and appointed as a probationary employee in accordance to these rules. Probationary status constitutes a trial period of six (6) months full employment and is to be considered part of the selection process. Employees receiving a promotion are also subject to a probationary period of six months. A probationary employee may be separated by the Agency from employment service at any time during the probationary period without right of appeal or hearing. Employees may also be subject to a performance related probationary period if an employee performance is not meeting the job requirements of a position regardless of how long that person has been employed by the agency. The length of the probationary period is at the discretion of the supervisor and/or the executive director.

Promotion: Changing from a position in one class to a vacant position in a higher class with a higher salary range without a break in service.

Re-employment Eligibility Lists: Lists established as a result of laying off probationary or permanent employees.

Regular Position: A budgeted position.

Resignation: Separation of an employee made at the request of the employee.

Salary Merit Increase: An increase in salary within the salary range prescribed for the class, based upon performance during the first six months of employment, unless initially appointed above the minimum range, and annual adjustments thereafter (based on the Performance Evaluation) until attainment of the top of the salary range.

Separation: Any termination of employment.

State: The State of California.

Status: The condition of an employee's appointment, such as part-time, At Will, or probationary, permanent, or temporary.

Suspension: An enforced leave of absence without pay for disciplinary purposes.

Temporary: "Temporary" is the status of those persons employed for a temporary period (limited term) to perform a specific task, job or assignment. Such employees are not entitled to holiday pay and shall not earn vacation, personal or sick leave. In addition temporary employees shall not be eligible for salary merit increases nor entitled to participate in the Agency's retirement program. Temporary employees serve At Will.

Termination: Ending the employment of an employee by the agency.

Transfer: A change from one position to another in the same or similar class without any break in service. Such change in classes must have the same salary range and similar qualifications.

Vacancy or Vacant Position: Any unfilled allocated position in the Agency. A position shall be deemed vacant when it is not filled by an employee in the class to which the position has been allocated.

Year: A twelve (12) month period unless otherwise designated.

2.2. Hiring Process

This process sets forth procedures to follow when filling position vacancies other than the Executive Director. A vacancy occurs when a job opening will be filled by adding staff or by replacing an employee by either hiring an employee from outside the Agency or by transfer of an existing employee.

2.2.1. Personnel Request

A. Initiation

A request for personnel will be initiated by the Executive Director when a vacancy is to be filled.

2.2.2. Employee Selection

A. Job Vacancy Posted

Job vacancies will be posted on appropriate Agency bulletin board and noticed via email distribution for the purpose of informing existing employees who may wish to submit an application.

B. Advertising

The Executive Director may advertise the job vacancy and, if necessary, list the vacancy with the California Employment Development Department and/or other public sector employment service organization. Temporary and/or part-time openings may be listed with local job placement agencies, local educational institutions and/or online recruitment websites.

C. Employment Application

All applicants, internal and external, will be required to complete an employment application for each vacancy applied. Employment applications are available in the Agency's Human Resources office and on the NVTa web page.

D. Screening Applicants

The Human Resources department shall submit appropriate screening criteria and interview questions to the ED for approval. The ED will screen the applications to identify those that meet the criteria.

E. Interviewing

The ED, or his/her designee, and an additional panel of interviewers if appropriate, will interview employees and applicants that have been selected from the screening process. Interviewers not able to fairly assess the applicant due to a personal relationship or other reason will be disqualified from participating on the panel.

F. Documenting the Interview

During or immediately after each interview, each interviewer shall complete the Interview Rating Sheet which is provided to assist in arriving at a final decision. Appropriate numerical values representing the degree of each evaluation factor, based on the interview, job-related experiences or skills, or other pertinent criteria depicting the candidate's qualifications, shall be entered on the Interview Rating Sheet form. The order of qualified candidates shall be from the highest to the lowest total point value.

G. Selection

The decision concerning which candidate to select rests with the ED.

H. Notification

Once the decision to hire or promote has been approved, it will be the responsibility of the Human Resources department to notify the prospective

employee of his/her acceptance (pending any required background check) and the unsuccessful applicants of their rejection.

2.2.3. Relocation Assistance

NVTA recognizes that attracting highly qualified candidates may require recruiting beyond the immediate geographic region. To support the recruitment of qualified applicants and address workforce needs in competitive labor markets, the Agency may provide relocation assistance to eligible employees who are required to relocate their primary residence to accept employment with NVTA.

Relocation assistance may be offered when the Executive Director determines that:

- A position is difficult to recruit.
- Specialized qualifications are required.
- The candidate resides outside the normal commuting area.
- Relocation is necessary to support Agency operations.
- Recruitment efforts would benefit from relocation assistance.

Relocation assistance is discretionary and should not be considered an expectation or condition of employment. All relocation assistance is subject to available funding and budget authority. Relocation Assistance shall not be considered part of an employee's base compensation.

2.2.4. Placing Employee on the Payroll

Duties of the Executive Director or Designee:

- A. The prospective employee will be given a conditional offer of employment conditioned upon the successful completion of a background check.
- B. A background check may be conducted. If the prospective employee passes this part of the screening process, he or she may be required to take a medical exam
- C. Upon successful completion of the background check and medical exam, the following steps will be taken:
 - a. The ED will send an offer letter to the prospective employee, which must be signed and returned.
 - b. A start date is coordinated with the Human Resources department.
 - c. The prospective employee will be given an orientation interview covering the information identified in Section 2.3 of these Policies and Procedures.

2.3. New Employee Orientation

All new employees will participate in a new employee orientation meeting with representatives from Agency administration and the employee's Supervisor.

2.3.1. Content of Orientation

The subjects that should be covered during such orientation, as applicable, include the following:

A. Information to Be Covered By Administration

- Job description
- Workplace harassment policies/training
- Personnel Policies and Procedures
- Personnel records and files
- The probationary period and extension (applicable to rehires, promotions, and transfers, as well as for new hires (other than At Will hires).
- Wages and salaries
- Performance evaluation
- Safety
- Employee communications and office decorum
- General working conditions
- Organizational chart

B. Information to Be Covered Regarding Benefits

- Group insurance programs
- Employee's retirement and deferred compensation plans
- Workers' Compensation medical and disability coverage
- Payroll forms such as W-4, automatic deposits, etc.

C. Information to Be Covered By Human Resources

When the employee reports to work, the Human Resources department will review with the employee the general employment conditions, as applicable, including but not limited to:

- Introduction to fellow workers
- Organization and purpose of the Agency
- Attendance
- Safety
- Other related policies and procedures applicable to the employee

When the employee reports to work, the Department Head will review with the employee the general employment conditions, as applicable, including but not limited to:

- Specific job duties, training and performance standards
- Employee assignments

2.4. Probationary Period

The probationary period is the final and most important phase of the selection process and is used for assessing the performance, ability, conduct and fit of the employee in the position to which appointed. During the probationary period the employee may be separated by the Agency at any time and for any reason, with or without cause.

All appointments to full-time and part-time positions, other than At Will appointments, are subject to the provisions of Section 2.4 and serving a probationary period. During the probationary period, employees are not eligible for time off using accrued vacation hours, personal leave hours, management leave hours or other paid time off (PTO). Request for time off must be approved by their supervisor and will be unpaid. Accrued sick leave may be used at any time and are subject to the provisions of Section 7.3.

2.4.1. Duration of Probationary Period

A probationary period shall be for six (6) months for all employees, and shall begin on the first date of employment or promotion. An employee shall not attain regular full-time status in the new position until he or she has completed a probationary period of six (6) months continuous service in that position.

The term “continuous service” as used in this section means a period of six (6) months of work uninterrupted by a leave of absence. Where such interruptions occur, the Agency may extend the probationary period.

2.4.2. Termination of Probationary Period

Permanent status of the probationary employee shall begin after receipt of a positive evaluation no sooner than the end of the probationary period.

A probationary employee may be separated by the Agency from service at any time during the probationary period without right of appeal or hearing.

2.4.3. Rejection of Probationer Following Promotion

For any employee who fails to satisfactorily complete the probationary period following a promotion, the provisions of Section 2.8.4, Procedure When Employee Does Not Pass Probation, shall apply.

2.5. Job Classification

It is recognized that the creation and/or redesign of job classifications for all Employees, including the establishment of duties and the qualifications required therefore, are exclusive functions of Agency management.

All positions are evaluated according to necessity, relative skills required to do the work, and in some case, the market. Positions that are similar in type of work, level of difficulty and level of responsibility are grouped together in the same class. All positions in the same class are treated alike in such matters as salary and minimum qualifications.

The Executive Director and Human Resources will periodically review the work performed by employees to determine whether they are appropriately classified. If the duties of a position are found to have changed substantially, or the need for maintaining the position is at issue, the supervisor may recommend that the position be re-evaluated, reclassified, or abolished. Similarly, job descriptions will be prepared for any new positions which will be evaluated and classified according to their relative worth.

2.6. Job Descriptions

Job descriptions define essential and other duties that an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature or as needed.

Full job descriptions and salary ranges are available for review and will be provided by Human Resources upon request.

2.7. Assignment and Transfer

While it is management's intent to schedule work and assign personnel in such a manner as to achieve maximum utilization of the respective employee's abilities, and while it is management's intent to encourage an employee's progression upward in the same line of work, it is recognized that conditions which affect Agency's operations will require flexibility in work assignments to permit cross-training and to stabilize the workload among departments. It is therefore also recognized that as conditions require, management will assign, and Management Employees and Non-Management Employees will perform, duties which may not be within the usual scope of classification responsibilities.

2.7.1 Temporary Assignments

If an employee is temporarily assigned to the full duties and responsibilities of a higher classification, he /she will be paid a higher rate for the entire period when working in the higher wage classification. If assigned to a lower wage classification, the employee will

not earn less than he or /she would normally earn in a pay period in his/her regular classification.

A temporary job classification assessment form must be submitted to and approved by the Executive Director in advance.

2.8. Promotion

It is the intent of the Agency that vacancies shall be filled by internal promotion of qualified Agency employees when feasible. The Agency reserves the right to recruit externally. When a vacancy requires recruitment, the Application Procedure in Section 2.8.1 should be followed.

The Agency may consider promotional advancement based on merit and qualifications to an employee ready to assume a role of greater responsibility and more complex duties. Promotional advancement is considered an appointment and does not require a recruitment process. This advancement to a higher classification level must have written justification, approved by the Executive Director and salary increase allotted in the budget before final appointment. All promotional appointments are required to serve a six-month probationary period adhered to Section 2.8.3.

2.8.1. Application Procedure

When the Agency intends to fill a job opening, a notice of such opening listing essential qualifications and functions of the job shall be placed on appropriate Agency bulletin board. Employees shall have five (5) working days to apply for the position from the date of posting. All interested employees must file an application to be considered for the open position. In the event that no employees apply or are qualified for the position, the Agency may seek other applicants. The five (5) day in-house posting period may be reduced or waived when management is faced with emergency circumstances.

2.8.2. Criteria for Selection

A. Minimum Qualifications

To be considered a qualified applicant for any opening, an applicant must possess the minimum qualifications established for the position and, if applicable, pass any physical examination or drug and alcohol test that may be required as a conditional offer of employment.

B. Other Qualifications

The employees' qualifications will also be assessed in accordance with the priorities listed below:

- Test score, if test is given
- Related experience
- Ability to progress in position
- Documented performance

- Oral interview
- Experience and performance in previous Agency employment; and
- If all else is equal, upon length of employment with the Agency.

2.8.3. Probationary Period

Employees promoted to another position within the Agency shall serve a probationary period in the new position for the purpose of allowing the Agency to assess the employee's performance, ability, conduct and fit in the new position as provided in Section 2.4.1. Promoted employees who hold a regular-full time status may continue using PTO during this promotional probationary period.

2.8.4. Procedure When Employee Does Not Pass Probation

If the employee is unsuccessful in the new position, the following procedure will apply:

A. If a Vacancy Exists

The employee will be returned to his or her former position provided a vacancy still exists.

B. If a Vacancy Does not Exist in the Former Position

1. The employee will be afforded the opportunity to compete in a vacancy for another position for which the Agency determines he or she is qualified.
2. If no other vacancy exists, or if the employee is unsuccessful in the bidding process for a vacant position, the employee may be laid off. Layoff; however, for a period of one year following layoff, the employee will be eligible to be rehired in the first available opening for which he or she is determined to be qualified.

2.9. Anti-Nepotism Policy and Non-Fraternization Policy

The Agency's policy is to hire, promote and transfer employees on the basis of individual merit and to avoid any hint of favoritism, conflict of interest or discrimination in making such decisions. The employment of relatives, spouses or domestic partners is regarded as a potential violation of this policy. Even if favoritism, an actual conflict of interest, or discrimination is not shown, the existence of the situation may precipitate an appearance of unfairness or conflict of interest.

2.9.1. Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility

An employee's relatives, spouses or registered domestic partners (as defined under state law) may only be employed within the same work area, department or Agency facility when the following criteria are met:

1. Such employment does not adversely affect safety, morale, security, internal financial control, or supervision and the individuals involved do not work in direct supervision of each other.
2. An employee neither initiates nor participates in making institutional recommendations or decisions which would directly affect employment status of their spouse, registered domestic partner or relative(s). These recommendations/decisions include, but are not limited to, selection, appointment, retention, tenure, work assignments, promotion, demotion or salary.

The Agency may prohibit assignment or reassign employees if, in its sole discretion, it finds that any of the above criteria are not met.

2.9.2. Application of the Policy

1. "Relatives" refer to persons related by blood or marriage, or any relative residing in the immediate household of the employee (including, but not limited to: wife, husband, parent, child, grandparent, brother, sister, in-laws, aunt, uncle, step relatives).
2. This policy also applies to persons who are registered domestic partners as defined under state law.

2.9.3. Marriage or Registered Domestic Partnership Arising Between Employees While Employed

1. Should two employees marry or form a registered domestic partnership while both are employed by the Agency, they may continue their employment in the same jobs provided that the criteria set forth in Section 2.9.3 are met.
2. If the criteria are not met, one of the employees in the marriage, or registered domestic partnership, must change jobs, work locations or leave the Agency. The couple will make a decision within thirty (30) days of the marriage or partnership, as to which of the two of them will change positions. If this decision is not made within 30 days, based upon its business needs, the Agency reserves the right to determine which employee will be transferred or whose employment will be terminated based upon the operational interests and needs of the Agency.

2.9.4. Non-Fraternization

In order to promote the efficient operation of the Agency and its business and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security and morale, and possible claims of sexual harassment – managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this provision will be subject to discipline, up to and including discharge.

2.10. Performance Evaluation

An employee serving a six (6) month probationary period shall receive evaluations from their immediate supervisor at completion of the employee's probationary period. A three (3) month evaluation may be conducted by their immediate supervisor upon request by the employee or if the employee is not meeting a minimum performance standard as outlined in the job description. Failure to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees, by the six-month review will be considered as failing probation. An employee may be released from employment upon failing probation or at the discretion of the Executive Director an employee failing to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees at the end of their six-month probation review may have their probation period extended to up to three (3) months.

Evaluations for permanent employees shall be completed annually.

Such evaluations shall be on forms and under procedures prescribed by the Executive Director.

Salary movement through a pay grade will be based on performance which is reviewed on an annual basis on the employee's anniversary date.

Pay grade ranges are approximately 20% from beginning step to the top of the pay grade. An employee may receive an increase within their pay grade based upon their performance and NVTa Board allocation of a salary pool. Once an employee reaches the top of their pay grade they will still be subject to annual performance reviews.

The pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano County Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater.

The results of the performance evaluation shall be taken into account in the following ways:

1. A discretionary leave of absence will be granted only to an employee whose last evaluation was at least satisfactory.
2. The general record of service as well as specific and immediate disciplinary charges will be taken into account when disciplinary action against an employee is proposed and the discipline, if any, is assessed.
3. Merit salary increases will be determined by the Executive Director and can be awarded only to those employees whose current overall evaluation is at least

“Fully Exhibits” or above for management positions, and at least a “Meets Standards” or above for non-management positions.

4. If a non-probationary employee is at “Does Not Exhibit or Building Competencies” in two or more specific areas, or receives an overall rating of “Does Not Exhibit” that employee will be evaluated again within three months. Continued failure to meet performance expectations will lead to further disciplinary action up to and including discharge.

2.11. Resignation

Any employee, other than the Executive Director or At Will employees, wishing to leave service in good standing shall file with the Agency a signed written resignation giving at least two weeks’ notice of his/her intention to leave the service, unless the Agency consents to an earlier separation.

The written resignation shall be forwarded to the Executive Director. The Executive Director may request an exit interview with the separating employee.

Any employee who leaves service without so filing a written resignation shall have such fact entered in his/her service record and may, by action of the Executive Director, be denied employment opportunities with the Agency in the future.

2.12. Layoff

When it is necessary to reduce the working staff of the Agency for lack of work or lack of funds or for other causes outside of the worker’s control, the Agency shall determine the classes of positions in which the reduction is to be made and the number of positions to be affected, except that this Section 2.12 shall not apply to At Will employees.

Reduction in staff within the designated classes of positions shall occur in the following order:

1. Employees who have temporary status.
2. Employees who are probationary.
3. Part-time regular employees.
4. Full-time regular employees.

2.12.1 Layoff Order

The Agency shall determine the employees to be laid off within a class of positions on the basis of an employee’s performance and/or special qualifications needed by the Agency.

2.12.2 Notice

The Agency will give employees notice of any reduction in staff at least two weeks prior to the effective date.

2.12.3 Reinstatement from Layoff

Full-time employees who are laid off will be given the right of first refusal in filling future vacancies in the position from which he/she was laid off for a period of one year.

2.12.4 Benefits

During periods of lay off, health care coverage remains available if premiums are paid by the employee in accordance with carrier regulations and limitations and COBRA/Cal-COBRA laws as applicable. Such benefit will be available for a period of time consistent with COBRA/Cal-COBRA.

2.13. Personnel Files

The Agency maintains personnel files on all employees. The files contain confidential information such as job applications, resumes, documentation of performance, salary changes, benefit elections and other employment records.

2.13.1 Employee Responsibility to Ensure Accuracy of Personnel Records

The accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the Agency. It is the employee's responsibility to keep the Agency updated on personal information so that the Agency may effectively handle those programs and tasks which are for the employee's benefit.

In order that the Agency may keep complete and current records, it is mandatory that the employee notify the Agency office immediately whenever there is a change in the employee's following information:

1. Address
2. Telephone Number (Note: As a condition of employment, it is necessary that the employee present a telephone number where he/she can be reached by his/her Supervisor directly without having to go through other parties.)
3. Person to notify in the event of an emergency.
4. Name, through marriage or otherwise.
5. Marital status
6. Number of dependents
7. Insurance beneficiary
8. Military Status

9. Driver's license number and date of expiration when a condition of employment.

2.13.2 Duty to Provide Accurate Information

Any misrepresentations, falsifications, or material omissions by an employee on his or employment documents may result in disciplinary action up to and including termination of employment.

2.13.3 Access to Personnel Files

An employee may request to review his or her personnel file by submitting a written request twenty-four hours in advance to the Executive Director or designee. If an employee disagrees with any item contained in his or her personnel file, the employee may add a document containing his or her version of the disputed item.

SECTION 3. HOURS OF WORK AND COMPENSATION

3.1. Work Schedules

New employees will be advised of their work schedules when they commence employment with the Agency. From time to time, it may be necessary for the Agency to change employee work schedules. Employees are expected to cooperate with these changes and are expected to arrange their personal schedules to comply with their assigned work hours.

3.1.1. Standard Work Schedule

The standard work schedule is forty (40) hours. The core work hours are 9:00 a.m. to 4:00 p.m. with at least 30 minutes for lunch. The standard hours and/or days of a standard work schedule may be altered upon request by the supervisor and with approval of the Executive Director. Alternate Work Schedules (9-80's AND 4-10's) may be authorized by the Executive Director and approval will be placed in the employees personnel file. Employees with an alternate work schedule are required to sign and abide by the Alternate Work Week Schedule Policy. Employees in a probationary period are not eligible to participate in an alternate work schedule.

3.1.2. Standard Work Week

The Standard workweek is a seven-day period beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.

3.1.3. Flex Time

"Flex time" occurs where an employee varies his or her regularly scheduled start or end time. It is confined to a normal work week as defined above.

Flex time for employees is subject to prior approval by the employee's supervisor and the Executive Director. Prior written approval from employee's supervisor and the Executive Director shall be obtained no later than the conclusion of the previous work shift.

Exempt employees are expected to be on duty at the times they can most efficiently discharge those tasks relative to supervising their employees and to meet other business requirements such as meetings or public outreach events. If this is at a time other than normal business hours they can notify the Executive Director and have their normal duty hours changed to so reflect.

3.2. Meal and Rest Breaks

3.2.1. Meal Breaks

Employees shall take an unpaid 30 or 60 minute meal break. Such meal break shall be scheduled at approximately mid-way through the workday.

3.2.2. Rest Periods

Employees are permitted one 15-minute rest period for each four (4) hour work period. These breaks shall be scheduled about midway through each four (4) hour period.

3.2.3. Meal and Rest Breaks May Not Be Combined or Postponed

Rest and meal periods are provided so the employees may rest, obtain nourishment and rejuvenate during the workday. Employees may not combine rest periods or add them to meal breaks. Nor may employees postpone their rest or meal periods to the end of the workday in order to leave earlier.

3.3. Compensation

As a public entity, the Agency is committed to rendering the highest level of service possible at a fair and reasonable cost. The Agency's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of Agency employees. In order to attract and retain highly competent employees, promote continuous superior performance, and give full recognition to Agency financial constraints, the following criteria will be considered in establishing employee compensation:

1. The impact of compensation on the cost of services, financial position of the Agency, and overall operational cost.
2. Compensation paid for similar work in other public and private organizations.
3. The relative value of individual employee's services to the success of the Agency.
4. The general and specific performance of employees.
5. Status of the labor force, economic conditions, recruitment and retention experience, and other factors influencing the maintenance of a stable and efficient work force.

The Executive Director or their designee shall develop an annual Salary and Benefits package for submission to the Board each year. The schedule shall set forth the positions approved by the Board, together with proposed salary ranges and employee benefits, for the upcoming fiscal year beginning July 1. Salary ranges and employee benefits are to be reviewed and considered by the Board for adjustment for each fiscal year as part of the budget adoption.

3.3.1. Wage Rates

Employees will be paid within the salary range established for their job classification. A list of job classifications and applicable salary rates is maintained in the Agency's business office.

From time to time, salary rates may be adjusted to reflect inflation, deflation or other cost of living changes. The Bay Area Consumer Price Index, and/or the average of salary adjustments for Napa County, Sonoma County Transportation Authority, and Solano County Transportation Authority as published at the time of the Executive

Director's development of the recommended annual Salary and Benefits package shall be referred to in considering the possible adjustment of salary rates. Nothing herein shall constitute an implied or specific agreement by Agency to grant cost of living increases or as to the amount of any such increase. The purpose of this provision is to provide a framework for the development of the annual Salary and Benefits package that is subject to review and approval by the Board.

3.3.2. Cost of Living Adjustments (COLA)

Cost of Living Adjustments help employees maintain purchasing power in response to inflation and changing economic conditions.

As Agency employees do not have collective bargaining representation or other formal mechanisms through which compensation adjustments are negotiated, responsibility for ensuring fair and reasonable compensation rests with the Executive Director. The pay schedule and job classifications are generally reviewed and established each fiscal year through NVTB Board adoption.

On a periodic basis, but no less than two years, the Executive Director and HR Manager will review and consider COLA implementation based on the following:

- Bay Area Consumer Price Index (CPI-U).
- Regional inflation trends.
- Labor market conditions.
- Agency financial resources.

At the discretion of the Executive Director and subject to Board approved budget availability, the Agency may extend a COLA adjustment to the base salary of eligible employees.

The COLA adjustment calculation shall be in alignment with the Consumer Price Index (CPI) of San Francisco/Bay Area region from a twelve-month period ending in the December immediately preceding the budget year. Effective COLA adjustments may not exceed 4%. At reason, the Executive Director may approve adjustments outside of that range based upon economic conditions and budgetary capacity.

Nothing contained herein shall create an obligation or guarantee that a COLA will be granted in any fiscal or calendar year.

Eligible employees are:

- Regular, Full-time
- Actively employed by the effective date*.
- In good standing.

*Employees in their New Hire Probationary Period on the COLA effective date are not eligible for the adjustment. Upon successful completion of probation, as documented in

a performance evaluation, the COLA adjustment will be applied retroactively to the effective date.

To ensure salaries and benefits remain competitive and in line with the job market salary trends, a compensation study will be conducted no less than every five years.

3.3.3. Longevity Pay

Longevity Pay is intended to recognize and reward employees for their long-term commitment, dedication, institutional knowledge, and continued service to the Agency.

The Agency recognizes that experienced employees provide significant value through their knowledge of Agency operations, historical decision-making, regulatory requirements, stakeholder relationships, organizational culture, and technical expertise. Retaining experienced employees contributes to operational continuity, workforce stability, succession planning, and the efficient delivery of public services. Longevity pay is intended to supplement, but not replace, other compensation programs.

The purpose of this program is to:

- Encourage long-term employment with the Agency.
- Recognize employee loyalty and commitment.
- Reward the accumulation of institutional knowledge and expertise.
- Reduce employee turnover.
- Promote workforce stability.
- Support succession planning and knowledge transfer.
- Enhance recruitment and retention efforts.
- Recognize the value of experienced public sector professionals.

Longevity Pay Schedule

Eligible employees may receive a one-time longevity payment upon attaining the following years of continuous service from date of hire:

Years of Continuous Service	One-time Longevity Payment
5 Years	1% of Base Salary
10 Years	1.5% of Base Salary
15 Years	2% of Base Salary
20 Years	2.5% of Base Salary
25 Years	3.0% of Base Salary

Longevity pay is subject to approved budget and is not a guarantee. Longevity pay shall:

- Be calculated on base salary.
- Become effective upon reaching the employee's hire anniversary date.
- Be a one-time payment not incorporated into employee's base pay
- Be considered supplemental wages and subject to applicable federal, state, and local tax withholding.

Nothing in this policy shall create a contractual right or guarantee future longevity payments.

3.3.4. Pay Schedule

Wages will be paid on a bi-weekly basis. Wages will be paid within fourteen (14) calendar days following the end of the pay period. If paid by check in lieu of direct deposit, such paychecks not picked up by 4:00 p.m. on payday will be mailed.

3.3.5. Payroll Deductions

An employee's earnings and payroll deductions are shown on a check stub with the employee's paycheck. The check stub should be examined and retained for personal records.

The Agency will make the following deductions from an employee's earnings:

A. Mandatory Deductions

1. Federal Income Tax (Withhold Tax)
2. State Income Tax
3. State Disability Insurance (S.D.I.)
4. Garnishments/Wage Attachments

B. Employee Authorized Deductions

1. Employee deferred compensation contributions
2. Medical and dental insurance contributions
3. Other Deductions Agreed Upon in Writing by the Employee and permitted by law.

3.3.6. Updating Payroll Information

During the course of employment, changes affecting payroll status will probably occur from time to time. Examples are changes in marital status, name change due to marriage, changes in number of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the Human Resources department.

3.4. Timekeeping

3.4.1. Employees

A. Timesheet

Each employee is responsible for preparing an individual time sheet weekly. The employee should accurately record regular and authorized overtime hours worked and leave usages. Time sheets must also reflect the accurate coding within the timekeeping system for each job performed during the week.

B. Submission of Time Sheets

Each employee must electronically submit his or her time card, verifying its accuracy, and have the time sheet reviewed and approved by his/her supervisor or Designee. Employees are expected to submit their time sheets promptly as directed by the Executive Director, or his/her Designee.

3.4.2. Consequences of Falsifying Time Records

Falsification of time sheets, recording time for another or signing the timesheet of another will result in disciplinary action up to and including discharge.

3.5. Overtime

Overtime work may be necessary to complete a work assignment or tend to the public's needs. Examples are special events, community outreach and emergency service. Overtime must be required by and authorized by his/her supervisor. Refusal to work, after requested to do so under those circumstances, will be grounds for disciplinary action.

3.5.1. Exclusion from Policy

For purposes of determining entitlement to overtime pay under the federal Fair Labor Standards Act (FLSA), employees will be either classified as exempt or non-exempt based upon the nature of their duties. Exempt employees are not entitled to overtime pay.

3.5.2. Overtime Pay

An employee who works overtime shall be compensated at a rate of one and one half (1 ½) time the employee's regular rate of pay in cash or compensatory time off. Employees must specify at the time of timesheet submittal how they would like to be compensated.

Unless otherwise provided below, overtime is defined as any time actually worked in excess of forty (40) hours in an employee's standard workweek. For employees on an alternate work schedule (including four (4)-ten (10) and nine (9)-eighty (80) schedules), overtime is defined as any time actually worked in excess of an employee's standard work day in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek.

Overtime pay must be approved in advanced by employee's supervisor and the Executive Director prior to performing the work.

SECTION 4. STANDARDS OF CONDUCT

4.1. Equal Employment Opportunity

The Napa Valley Transportation Authority is an equal opportunity employer. The Agency does not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on an applicant's or employee's race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal, state or local law.

The Agency subscribes to all federal and state laws that are intended to protect the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of the foregoing characteristics.

4.1.1. Employee, Supervisor and Management Responsibilities

All employees are charged with the responsibility of furthering equal employment opportunity by identifying and reporting incidents of discrimination. Agency managers and supervisors are further required to ensure that principles of equal employment opportunity and non-discrimination are followed with regard to recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, pay and other forms of compensation, training and general treatment of employees during employment.

In any instance where an employee believes that this policy has been violated, that employee is encouraged to consult with the Agency's Executive Director. If the alleged violator is the Executive Director, contact Human Resources to direct you to consult with the Chair of the Board with the assurance that no reprisals (retaliation) or otherwise adverse action will be taken against the employee.

4.2. Anti-Harassment/Discrimination Policy

The Agency is committed to providing a work environment free from harassment and discrimination as defined by this policy. Agency policy prohibits discrimination, sexual harassment and harassment because of race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal and state law. All such harassment and discrimination is prohibited. Persons protected from harassment and discrimination under this policy includes job applicants, employees and independent contractors. Applicants, employees or independent contractors are protected from harassment that is perpetrated by Agency officials, managers, supervisors, employees, and by non-employees when the harassment occurs in the course of Agency work. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

4.2.1. Definitions

A. “Discrimination”

For purposes of this policy, discrimination may occur by either:

1. Treating members of a protected class less favorably because of their membership in that class. The protected groups are based upon race, age, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, gender or self-identified gender.
 - a. “Sex” is defined as including, but not limited to pregnancy, childbirth, or medical conditions related to such pregnancy, as well as one’s gender (see California Government Code, section 12926(p)).
 - b. “Gender” is defined as including a person’s sex, gender identity and gender related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth (see California Penal Code, section 422.56).
2. Having a policy or practice that has a disproportionately adverse impact on protect class members.

B. “Harassment”

Conduct which constitutes harassment in violation of this policy includes, but is not limited to:

1. Making or using derogatory comments, slurs, jokes or epithets which are related to an individual’s race, religion, gender, self-identified gender, sex, or is of a sexual nature, or are based on any other identified protected category, as set forth in section 4.2.1.A.1. above, or are otherwise deemed inappropriate.
2. Assaulting, touching, impeding or blocking movement, making derogatory gestures, or any physical interference with normal work movement which is motivated or related to an individual’s protected status as set forth in section 4.2.1.A.1, above.
3. Displaying derogatory posters, letters, poems, graffiti, cartoons or drawings that involve or relate to an individual’s protected status as set forth in section 4.2.1.A.1, above.
4. Sexual harassment as defined in section 4.2.1.C, below.
5. Retaliation against an employee, or person who provides services to NVTa pursuant to a contract or other covered individual who:
 - a. Files or responds to a bona fide complaint of harassment or discrimination; or

- b. Acts as a witness or otherwise cooperates in the investigation of a harassment or discrimination complaint; or
- c. Serves as an investigator in processing complaints of harassment or discrimination.

C. “Sexual Harassment”

1. For purpose of this policy, sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - a. Submission to, or rejection of, such conduct is used as the basis for employment decisions that influence or affect an individual’s career (such as promotions, salary, employment conditions or other aspects of a career development); or
 - b. Such conduct unreasonably interferes with an individual’s job performance;
 - c. Creates an intimidating, hostile or offensive work environment.
2. All of the conduct described in 4.2.2.B. (1)-(3), above, when it is of a sexual nature; or
3. Deliberate, repeated or unwelcome sexual advances, offering employment benefits in exchange for sexual favors or making or threatening reprisals after a negative response to sexual advances.

Sexual harassment can occur between employees of the opposite or same sex. It is prohibited for males to sexually harass females or other males, and for females to sexually harass males or other females.

4.2.2. Zero Tolerance

The Agency maintains a zero tolerance stance regarding violations of this policy. This means that serious cases of employee harassment, discrimination or retaliation related to a complaint made pursuant to this policy will lead to recommendations for immediate dismissal by the Executive Director.

Conduct of the nature prohibited by this policy will be considered misconduct and will subject an offending employee to disciplinary action even if the conduct does not rise to the level of legally actionable harassment, discrimination or retaliation.

4.2.3. Compliant and Investigation Procedure

Employees and contractors should not wait until a situation becomes severe or pervasive or impairs their work performance before reporting harassment or discrimination. The Agency’s goal is to prevent harassment and, if it does occur, to stop it at the earliest opportunity.

If the employee believes that he/she has been harassed or discriminated under this policy, or if the employee believes he/she has witnessed harassment or discrimination, the employee should inform his/her supervisor, Human Resources, or the Executive Director of the Agency as soon as possible after the incident. The complaint should

include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors or management employees who are aware or have been notified of any alleged incident of harassment or discrimination must immediately refer all such complaints or reports to Human Resources and to the Executive Director.

If the Executive Director is the harasser, the employee can report the harassment/discrimination to the chairman of the Board of Directors.

If the employee does not feel comfortable reporting the incident to his/her supervisor, Human Resources or the Executive Director, he/she may report the incident to any other supervisory or management employee, or the chair of the Board of Directors.

Whenever the Agency is made aware of a complaint or report of harassment/discrimination under this policy, the Agency will conduct an immediate, thorough and objective investigation of the situation. Cooperation with such investigations is required of all employees.

If the Agency determines that harassment/discrimination prohibited by this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Agency to have engaged in prohibited harassment/discrimination will be subject to appropriate disciplinary action, up to and including termination.

In addition to the foregoing methods of complaint, an applicant, employee or contractor may choose to file a harassment/discrimination complaint with the California Department of Fair Employment and Housing at <http://www.dfeh.ca.gov> or the federal Equal Employment Opportunity Commission at <http://www.eeoc.gov/>.

4.2.4. Prohibition on Retaliation

The Agency strictly prohibits retaliation against any applicant, employee or contractor who complains of harassment or discrimination or participates in any manner in an investigation into workplace harassment/discrimination. Examples of retaliation prohibited by this policy include the following:

- Disciplining a complainant or rejecting a complainant for employment because it is believed the allegation of harassment is untrue or the allegation of harassment/discrimination is not supported by subsequent findings of an investigation;
- Subjecting complainants or witnesses to materially adverse employment decisions because of their participation in a workplace harassment/discrimination complaint or investigation;
- Ostracizing or demonstrating hostility to a complainant or witnesses because of their participation in a workplace harassment/discrimination complaint or investigation.

If the Agency finds that any employee, including a supervisor or manager, has engaged in retaliation, he or she shall be subject to disciplinary action, up to and including discharge.

4.2.5. Prevention

Prevention is the best method for avoiding harassment, discrimination and retaliation. Supervisory and managerial employees are charged with the responsibility of taking steps to prevent harassment/discrimination and retaliation from occurring in the workplace. Failure to take appropriate action to prevent and/or correct harassment/discrimination or retaliation shall be deemed a violation of this policy and shall subject the offender to disciplinary action up to and including discharge. If the Executive Director is the harasser, the employee can report the harassment/discrimination to the Chair of the Board of Directors who will investigate the complaint in the same manner that the Executive Director would investigate complaints filed by other employees. If the employee does not feel comfortable reporting the incident to his/her supervisor, or the Executive Director, he/she may report the incident to any other supervisory, management employee or Human Resources.

4.3. Mutual Respect and Courtesy Rule

It is the Agency's philosophy and practice to treat one another with respect and courtesy.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

4.4. Reasonable Accommodation

In furtherance of the Agency's policy to provide equal employment opportunity, the Agency will provide reasonable accommodation to allow people with physical or mental disabilities to apply for employment and perform their jobs.

4.4.1. Conditions Covered By This Policy

A. Disability

The term "disability" means:

1. A physical or mental disorder or condition that limits one or more of the major life activities of such individual; or
2. A record of disorder or condition; or
3. Being regarded as having such a disorder or condition.

B. Conditions Excluded

Individuals who currently use drugs illegally are not protected by the disability laws and do not have rights to reasonable accommodation. This includes people who use prescription drugs illegally. However, persons who no longer use drugs illegally and have either successfully completed a supervised drug rehabilitation program, or are currently participating in a supervised rehabilitation program, or desire to voluntarily enter and participate in such a program do have protection as provided under applicable disability laws.

4.4.2. Examples of Reasonable Accommodation

Each request for an accommodation will be evaluated on a case-by-case basis. Reasonable accommodation may include:

- Making existing facilities used by employees readily accessible to and usable by individuals with disabilities;
- Job restructuring or modified work schedules;
- Acquisition or modification of equipment or devices;
- The provision of qualified readers or interpreters;
- Appropriate adjustment or modifications of examinations, training materials or policies; and/or
- Reassignment to a vacant position.

4.4.3. Requests for Reasonable Accommodation

To request reasonable accommodation under this policy, an applicant or employee must submit a written statement to the Human Resource Department which indicates the general nature of the physical or mental disability and identifies his or her abilities and functional limitations with respect to the job limitations of the disability. The statement should also request reasonable accommodation because of the limitation(s) caused by the disability. The applicant or employee shall assist the Agency in determining if and what reasonable accommodation might be provided by identifying:

1. Any special methods, skills or procedures which would enable him or her to perform tasks or functions that he or she otherwise might not be able to perform because of his or her disability;
2. The potential accommodations the Agency might make that would enable him or her to perform the essential functions of the job, properly and safely, including special equipment, changes in the physical layout of the job or other accommodation; and
3. Any equipment aids or services that the applicant or employee is willing to provide and utilize that the Agency is not required to provide.

If the applicant or employee requires secretarial or other assistance in preparing the request due to his or her disability, such assistance will be provided upon request.

4.4.4. Medical Information

An applicant or employee who identifies himself or herself as having a disability and who requests reasonable accommodation will be required to provide documentation, including medical documentation, sufficient to establish the existence of the physical or mental disorder or condition, the limitations caused by the condition, and the need for accommodation.

Any information obtained regarding the medical condition of the applicant or employee will be collected and maintained on separate forms, in separate medical files, and treated as a confidential record. Such confidential information may be released as follows:

1. To inform the supervisors and managers of the disabled employee regarding any restrictions on the work or duties of the employee or accommodations necessary;
2. To inform first aid and safety personnel, when appropriate, if the disability may require emergency treatment;
3. To respond to requests from governmental officials investigating compliance with the disability laws; and
4. To workers' compensation offices and second injury funds as required by law or for insurance purposes under certain conditions for those who establish, sponsor or administer health or life insurance benefit plans.

4.4.5. The Interactive Process

The Interactive Process can begin in a number of ways. However, unless the disability or the need for accommodation is obvious, it is the responsibility of the employee to inform the supervisor or the Human Resource Department that an accommodation is needed in order to perform the essential job functions. However, the duty to provide a reasonable accommodation may arise even when no request is made, e.g., when the supervisor, Executive Director, or Human Resources becomes aware of the disability, whether or not there is a request by the employee for a reasonable accommodation. Once the need for reasonable accommodation is known, the Agency, by and through the employee's supervisor, or Executive Director, and Human Resources department, will engage in the Interactive Process, which includes, but is not limited to:

1. Review of the essential functions of the position;
2. Engagement in an interactive dialogue with the employee to ascertain the precise job related limitations imposed by the employee's disability and how those limitation would be overcome with reasonable accommodation;
3. In consultation with the employee, identification of the potential reasonable accommodations and assess the effectiveness each would have in enabling the employee to perform the essential functions of the position;
4. Consideration of the preference of the employee to be accommodated regarding an alternative employment reassignment; and
5. Selection and implementation of the reasonable accommodation most appropriate for the Agency in collaboration with the employee's input.

4.4.6. Miscellaneous Guidelines

1. Reasonable accommodation does not negate requirements for good job performance, successful completion of assigned training, adherence to generally accepted standards of behavior and adherence to supervisory instructions.
2. An employee with a disability who is reassigned to a vacant, lower classified position as an accommodation will receive the lower salary of that position.
3. If the essential job functions and/or duties of a position occupied by an employee with a disability are expanded, revised or modified, the conditions and procedures stated shall apply to any evaluation of the employee's ability to

perform the essential functions of the changed, revised or modified position and the Agency's determination whether reasonable accommodation can be provided.

4. An employee who has a question regarding the application of the policy and procedure should contact the Executive Director.

4.5. Appearance, Conduct and Hygiene

Agency employees are expected to maintain professionalism in the workplace to promote a positive impression for staff, stakeholders, and visitors. Employees often come into contact with the public, which judges the quality of the Agency service by the appearance and conduct of its employees and has the right to expect workplace appropriate clothing, neat appearance, good manners, orderly workspaces and competent and respectful service. Therefore, Agency employees will be expected to adhere to the following guidelines.

4.5.1. Guideline on Appearance, Conduct and Hygiene

1. All employees are expected to exercise good hygiene and be well groomed.
2. All employees having long hair or wearing a moustache or beard must keep them clean, trimmed, combed, and otherwise groomed so as not to interfere with worker safety.
3. Employees must dress in a manner that demonstrates propriety, is functional, and affords them safety from unnecessary risk of injury. Office employees should not wear shorts, sweatpants, tank tops, shabby or holey denims, or suggestive or inappropriate clothing.
4. When, on occasion, employees have to deal with discourteous persons, it is especially important for them to maintain their friendly attitude. Continuing courtesy on the part of employees will do much to promote an excellent relationship between the Agency and the community.
5. All Employees are expected to exercise tidiness and organization in all areas of the workspace, including their assigned workstation. The workstations are to maintain desktops free of clutter, food, loose papers and non-essential items.
6. Secure all sensitive or confidential documents in locked cabinets and log out or shut down computer systems when not in use.
7. Employees are responsible for ensuring walkways and common areas are clear and unobstructed.

4.6. Attendance and Punctuality

In order to offer high quality service, the Agency's operations must be appropriately staffed. Absenteeism and tardiness cause undue burdens on co-workers and impede the service the Agency provides to the community. Therefore, regular attendance and punctuality are job requirements for all employees of the Agency.

4.6.1. Reporting Requirements

1. Employees are expected to report to work on time and ready for duty at the time prescribed.
2. Employees may not leave work without prior supervisory approval during working hours or prior to the end of a scheduled work time.
3. Employees who foresee the need to be absent, tardy or leave early from work should notify their supervisor/Department Head, Human Resources, the Administrative Assistant and the Executive Director of the anticipated absence as far in advance as practicable and obtain approval for such absence.
4. An employee who will be absent or late to work must notify their supervisor/Department Head, Human Resources, the Administrative Assistant and Executive Director prior to the start of the employee's shift. This process must be repeated daily unless the employee is on an approved leave of absence. An employee must keep their supervisor/Department Head, Human Resources, and Executive Director informed of when he or she plans to return to work. An employee who does not return to work from a leave of absence on the approved date shall be deemed absent without leave (AWOL) and shall be subject to automatic resignation.
5. An employee who is physically unable to provide notice of an absence prior to the start of the employee's work day must provide notice as soon as practicably possible.
6. Absences, including tardiness, must be accurately reported on time sheets in 15 minute increments. Employees who are tardy will not be paid for the time they are absent.

4.6.2. Discipline

Failure to provide a supervisor with advance notice of an absence or late arrival for work, frequent or prolonged absenteeism or tardiness, or falsification of time records may result in disciplinary action up to and including discharge.

Employee absences which are protected by law (e.g., military leave, workers compensation leave, family medical leave, "kin care" leave, pregnancy disability and other approved disability leaves, witness or jury duty leave, voting leave, court appearances for crime victims, and leave for certain school activities) will not be counted in determining whether the employee is meeting job requirements for attendance.

4.7. Secondary Employment

The Agency expects its employees to devote full attention to their Agency responsibilities during regularly scheduled work hours. The Agency will not tolerate any secondary employment, which interferes in any way with the performance of duties for the Agency including, but not limited to, the following:

1. Actual conflict in hours of employment;
2. Being tired or unfit for duty because of outside employment;
3. Where the secondary employment creates an actual or apparent conflict of interest in regard to Agency employment.

4.7.1. Notification and Approval

Employees must notify the Agency of all secondary employment. Any employee who engages in after or before hours work at a secondary job must accomplish the following:

1. Receive the written permission of the Executive Director prior to accepting secondary employment. In the case of the Executive Director, he/she must receive authorization from the Board of Directors;
2. When requested by the Executive Director, obtain from the secondary employer a waiver of liability for the Agency;
3. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of NVTa;
4. Once approval is granted by the Executive Director, immediately notify the ED if the secondary employment poses an actual or potential conflict with regards to the employee's Agency employment.

4.8. Causes for Discipline

The purpose of this policy is to establish standards of conduct and work performance for employees that are consistent with the efficient and effective delivery of public services. When conduct or job performance does not meet these standards, the Agency will endeavor to provide employees with a reasonable opportunity to correct the deficiency in the Agency's sole judgment.

4.8.1. Standards of Conduct

The standards set forth below are intended to provide employees with notice of what is expected of them and provide examples that may lead to disciplinary action, up to and including discharge. This list is not meant to be exhaustive or all inclusive, but rather it is a set of examples of unacceptable behavior for which disciplinary action could result

1. Poor performance; unsatisfactory work quality or quantity;
2. Neglect of duty, including sleeping on the job;
3. Insubordination;
4. Excessive absenteeism or tardiness;
5. Unexcused absences, failing to properly report absences, or leaving work early without permission;
6. Failure to keep supervisor aware of employee's whereabouts during duty time when availability may be required;
7. Misuse of or damage to Agency tools, vehicles, equipment or other property;

8. Moving violations or accidents in an Agency vehicle;
9. Violation of safety rules or practices;
10. Falsifying, altering or making a material omission on employment, medical, financial, payroll, timekeeping, or other Agency records;
11. Performing non-Agency work during work hours;
12. Dishonesty;
13. Special treatment or favoritism of one customer over another;
14. Use, possession, sale or being under the influence of alcoholic beverages or illegal drugs during work hours or on Agency premises (including vehicles) or other violation of the drug and alcohol policy;
15. Violation of the anti-harassment or discrimination policies;
16. Fighting, engaging in violent or threatening behavior or other conduct in violation of the Agency's workplace violence policy;
17. Discourteous treatment of the public or other employees, as defined by the Mutual Respect and Courtesy Rule (Section 4.3);
18. Conviction of a crime that reflects unfitness for the employee's position or unfitness to work around the Agency's employees, property or the public;
19. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the Agency and his or her employment; and
20. Other violation of Agency policies or rules.

4.9. Discipline

The purpose of this policy is to establish procedures for the discipline of employees; except Section 4.8 shall not apply to At Will or temporary employees. When the job performance or the conduct of a probationary or permanent employee falls below standards set by the Agency, including the Standards of Conduct set forth in Section 4.8.1, then depending on the severity of the misconduct or performance problem, the Agency may take disciplinary action, up to and including discharge.

4.9.1. Progressive Discipline

The Agency will endeavor to afford the employee with an opportunity to improve when dealing with performance or conduct problems. Different types of discipline may be utilized as determined appropriate in the sole discretion of the Agency and discipline need not adhere to a sequential order of progressive discipline. Types of discipline may include: verbal or written warnings, written reprimands, suspension without pay, demotion and discharge.

A. Suspension without Pay

For more severe violations or continued, uncorrected performance or misconduct problems, an employee may be suspended without pay. Where suspension

without pay is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

B. Demotion

The Agency may impose a demotion to a position having a lower salary range for disciplinary purposes. A disciplinary demotion may be utilized for continued, uncorrected performance deficiencies. Where demotion is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

C. Discharge

Discharge will be considered for severe violations, failure to respond appropriately to prior performance improvement plans, and/or multiple disciplinary infractions in a short period of time. Where misconduct is severe and egregious, immediate discharge may be imposed. Where discharge has been recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal. The discharge will be documented in the personnel file.

4.9.2. Administrative Leave

In cases involving alleged severe employee misconduct, or where the presence of the employee may interfere with the investigation into the employee's alleged misconduct, or where the interests of public or workplace health and safety or the Agency's business operations may be jeopardized by the employee's presence, the Executive Director may place the employee on paid administrative leave pending an investigation into the circumstances. During such administrative leave, the employee will be required to be available by telephone to the Agency during regular business hours and to promptly respond to requests for information by the Agency. The employee should not enter Agency premises during administrative leave without permission by the Executive Director.

4.9.3. Procedures for Disciplinary Action of a Permanent Employee

Where discipline of a permanent employee involves disciplinary actions that result in loss of salary or change in employment status (such as suspension without pay or demotion or discharge), the following provisions shall apply:

A. Notice of Proposed Discipline

The employee's supervisor shall inform the employee in writing of the proposed disciplinary action, which shall not be effective until at least five days from the date the notice of proposed action is served on the employee. This notice shall include a copy of the charges and the reasons for the proposed disciplinary action. This notice shall also include a copy of all relevant documents upon which the proposed disciplinary action is based. The notice shall advise the employee of his/her right to respond to the proposed action either in writing or to hold a meeting to respond (Skelly meeting). Notice may be served on the

employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after deposit with the U.S. postal service.

B. Skelly Meeting

The employee may request a meeting to respond to the proposed disciplinary action. The meeting shall be held with the appropriate manager. Following the meeting or employee's written response, the ED or manager shall determine whether to proceed, modify, or set aside the proposed disciplinary action.

C. Notice of Discipline

The employee shall be informed in writing of the final disciplinary action. A copy of the Notice of Discipline shall be placed in the employee's personnel file. This notice shall include a copy of the charges, the reasons for disciplinary action, and provide the effective date of the action. This notice shall also include a copy of all relevant documents upon which the disciplinary action is based. The notice shall advise the employee of his/her right to appeal the disciplinary action.

Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after the date of deposit with the U.S. postal service.

D. Right to Appeal

Within five days of service of the Notice of Disciplinary Action, a permanent employee may request to appeal the disciplinary action in writing to the ED. An employee may only appeal a disciplinary action that results in loss of salary or change in employment status. The ED, or ED's designee, shall serve as the hearing officer for the disciplinary appeal. The hearing officer shall make findings based upon the written statement of the charges and upon information presented at the hearing, both oral and in writing. The hearing officer shall determine whether there is just cause for the discipline and whether the discipline is appropriate. The hearing officer may approve, modify, or withdraw the disciplinary action. The hearing officer shall notify the manager of his/her determination in writing. The hearing officer's decision is final and binding.

SECTION 5. HEALTH AND SAFETY ON THE JOB

5.1. Job Safety

The Board of Directors desires to maintain a safe place of employment for Agency employees, and to that end Agency management will make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.1.1. Employee Responsibility

It is the obligation of employees to become familiar with the provisions of the Agency Safety Manual and the Illness and Injury Prevention Program and to work accordingly. Further, employees are required to report to their supervisor all unsafe conditions encountered during the course of their work.

5.1.2. Injury Reporting

Prompt Reporting

All employees of the Agency are covered by Workers Compensation Insurance and any injury or disability arising out of and in the course and scope of employment, however slight, shall be reported by the injured employee to the Executive Director and Human Resources as promptly as possible following its occurrence.

5.2. Workplace Violence Prevention Plan

The Napa Valley Transportation Authority is committed to the safety and security of its employees, customers, and visitors to its workplace. To prevent workplace violence, the Agency will address behavior that suggests a propensity for violence prior to a violent behavior occurring in accordance with the established plan as required by SB 533.

NVTA's Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, contractors and the Chief of Cal/OSHA and/or designee.

5.2.1. Responsibility and Authority

The Executive Director, or assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Executive Director, or designee, shall solicit feedback and input from employees in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents. Staff training and evaluation of identifying workplace hazards will occur at time of hire, annually and as needed based on the plan's effectiveness.

Managers and Supervisors Responsibilities include:

- Implementing the plan in their work areas;
- Providing input to the Administrator regarding the plan;
- Conduct inspections of their work areas to identify workplace violence hazards per accordance with the Cal/OSHA Plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees Responsibilities include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

5.2.2. Conducted Prohibited By This Policy

The Agency will not ignore, condone, or tolerate threats of violence or workplace violence by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- Threats of violence include both verbal and non-verbal conduct that causes a person to fear for their safety because there is a reasonable possibility they might be physically injured and that serves no legitimate work-related purpose.
- Workplace violence means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others.
- Workplace violence includes the following:
 - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
 - An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury

Workplace violence can be categorized into four types:

Type 1: Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime

Type 2: Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors

Type 3: Workplace violence against an employee by a present or former employee, supervisor, or manager

Type 4: Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee

5.2.3. Reporting Procedure

Everyone has the responsibility to prevent violence in the workplace. Employees are encouraged to report any incident that may be a violation of this policy to an Agency manager or supervisor and may use the Workplace Violence Reporting Form to assist in their report. An employee may also reach out to the NVTB Board Chair and/or General Counsel if the employee believes the workplace violence is being caused by a manager or supervisor or not satisfactorily resolved by a manager or supervisor.

A. Emergencies

Where an injury has occurred or it appears to an employee that there is an immediate danger of injury, the employee should call 911 immediately for help. Personal safety is the first priority. The employee should inform their supervisor, Human Resources or the Executive Director of the emergency as soon as possible.

B. Non-Emergencies

In all other cases where an employee is aware of any conduct that violates this policy, the employee should immediately report it to his or her supervisor, Human Resources or the Executive Director.

5.2.4. Corrective Actions

All reports of workplace violence will be taken seriously and dealt with promptly. Any person who engages in violent or threatening behavior shall be subject to removal from the premises as quickly as safety permits. Investigations into reports of workplace violence will be conducted by the Executive Director, Human Resource Manager and manager designee. Employees who are found to have violated this policy may be subject to disciplinary and/or corrective action, up to and including discharge based on the investigation findings. Additionally, all reporting parties will be notified as to how the Agency is responding to the reported incident and of the resolution, to the extent allowed by law.

In appropriate cases, the Agency may also seek temporary protective or restraining orders to keep offending individuals away from Agency facilities or employees. The incident and correlating information will be documented in the Violent Incident Log for recordkeeping, corrective action, and reporting purposes.

The Agency will not tolerate retaliation or intimidation against any employee who makes a report of workplace violence or participates in an investigation of such a complaint.

5.2.5. Recordkeeping

The Human Resource Manager will be responsible for record maintenance. Records of workplace violence hazard identification, evaluation, and correction will be created and maintained for a minimum of five years.

Training records will be created and maintained for a minimum of one year and include training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions.

Violent incident logs will be maintained for a minimum of five years.

Records of workplace violence incident investigations will be maintained for a minimum of five years. These records shall not contain “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code.

5.3. Alcohol and Drug Free Workplace

The Agency has a vital interest and obligation in maintaining safe, healthful and efficient working conditions for its employees and in supplying products and services safely to customers. Employee possession of and/or being under the influence of drugs or alcohol on the job are inconsistent with these interests and obligations. This policy and procedure establishes the rules, rights and obligations of all employees and Agency contractors regarding the use, possession, sale, or transport of alcohol and drugs on Agency property or while conducting Agency business.

5.3.1. Definitions

A. Legal Drug

A legal drug includes prescribed drugs and over the counter drugs, which have been, under US law, legally obtained and are being used for the purpose for which they have been prescribed or manufactured.

B. Illegal Drug

An illegal drug includes any drugs and drug synthetics which have not been legally prescribed or obtained, such as: stimulants, depressants, hallucinogens, narcotics, volatile substances, and any substance by which its nature alters normal physical or mental functions.

C. Under the Influence

For purposes of this policy and procedure, “under the influence” means that the employee is affected by a drug or alcohol or combination of both in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional medical opinion, a scientifically valid test, and in some cases such as alcohol, by management opinion.

D. Agency Property

Agency Property includes lands owned, leased or upon which the Agency has a right-of-way, buildings, facilities, vehicles, equipment, parking lots, and company owned property used by employees such as lockers, desks, cabinets, etc.

E. Reasonable Suspicion

Reasonable suspicion is a belief based on objective and documented facts or evidence sufficient to lead a reasonable, prudent person to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the duties of the job is impaired, or so that the employee's ability to perform his/her job safely is reduced.

5.3.2. Pre-Employment Drug and Alcohol Screening

The Agency may maintain a pre-employment drug and alcohol screening practice designed to prevent the hiring of persons who use illegal drugs, or who use legal drugs or alcohol to the extent that safe job performance would be impaired on safety sensitive positions.

A. Notification to Prospective Employees

Prospective employees will be notified of the Agency's drug and alcohol policy and pre-employment alcohol and drug screening test prior to an offer of employment and, usually, at the time they are interviewed for a position.

B. Time of Test

Finalists for Agency employment will receive a conditional offer of employment that may be contingent upon passing an alcohol and drug screening test and any physical examination requirement for the position being sought. The drug and alcohol screening test will be administered by a medical laboratory qualified to administer such test.

C. Consent to Test

Upon receipt of a conditional offer, the prospective employee must consent to the drug and alcohol screening test and must sign an Authorization for Release of Physical Examination Results, permitting the test results to be released to the Agency.

D. Disqualification from Employment

A candidate for Agency employment shall be disqualified from further consideration for employment upon any of the following occurrences:

1. Refusal to consent to a drug and alcohol screening test or refusal to authorize the release of the results to the Agency.
2. A positive test for illegal drugs or alcohol.
3. A positive test for legal drugs which, after medical consultation, the Agency determines will impair the candidate's ability to safely perform the job in question or will jeopardize the well-being of others

5.3.3. Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs

A. Illegal Drugs and Alcohol

Having possession of, manufacturing, distributing, using, being under the influence of, selling, or transporting illegal drugs or alcohol by any employee while on the job, on Agency property, or while conducting Agency business is prohibited. Reporting to work under the influence of illegal drugs or alcohol is also prohibited.

B. Notification of Criminal Drug Conviction

Any employee who is convicted of or pleads guilty or no contest to a drug-related crime occurring in the workplace must immediately report such conviction or plea to the Executive Director.

C. Legal Drugs

The use of or being under the influence of any legally obtained drug by any employee while on the job, on Agency property, or while conducting Agency business is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, the public, the employee's job performance, or the safe and efficient operation of the Agency. An employee may continue to work even though under the influence of a legal drug if the employee's supervisor has determined, after consulting with the Executive Director and the employee's doctor that the employee can work safely. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.

D. Notification

An employee must notify his/her supervisor before commencing work when taking any medication or drug, prescription or nonprescription, which may interfere with safe and effective performance of duties and/or the operation of Agency equipment.

5.3.4. Reasonable Suspicion Testing

When a supervisor/manager has a reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee may be directed to take a drug and alcohol test. The facts and circumstances of the supervisor's/managers reasonable suspicion shall be documented in writing and provided to the employee. The Executive Director must approve the employee's referral for a drug and alcohol test.

A. Conduct of Test

All drug or alcohol tests shall be conducted by a reputable laboratory of the Agency's choice.

B. Valid Prescriptions

An employee shall have the right to provide, within 24 hours of the drug or alcohol test, a valid prescription for any medication or drug which may be identified during the test. The prescription must be in the employee's name and be prescribed by a licensed physician prior to the drug or alcohol test.

C. Refusal to Take Test

An employee who refuses to submit to a drug and alcohol test that has been approved by the Executive Director, shall be relieved from duty without pay, and if intoxicated or physically or mentally impaired, be taken to his/her place of residence. Refusal to take a test under this policy will subject the employee disciplinary action, up to and including discharge.

5.3.5. Search or Inspection of Agency Property for Illegal Drugs or Alcohol

Employees have no expectation of privacy in Agency-owned equipment, including desks and cabinets. The Executive Director may search or authorize the search of desks and cabinets. The Executive Director may authorize the search or inspection of Agency-owned lockers for illegal drugs or alcohol whenever there is reasonable suspicion.

5.3.6. Disciplinary Action

Violations of the provisions of this policy and procedure will result in disciplinary action, up to and including discharge.

5.3.7. Drug and Alcohol Assistance Programs

A. Voluntary Assistance

The Agency encourages employees to voluntarily seek outside assistance for drug or alcohol abuse problems prior to the need for Agency action. Employees are invited to use the Employee Assistance Program (EAP) contracted by the Agency. Administration also maintains a list of approved drug and alcohol abuse agencies and facilities, and a request may be made to the Executive Director for assistance. Such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee. An employee's decision to seek assistance from an outside rehabilitation agency or facility will not be used as the basis for disciplinary action.

B. Seeking Assistance After Alcohol or Drug Related Misconduct

It is the responsibility of an employee to seek assistance before drug and alcohol problems lead to disciplinary action. Once a violation of this policy occurs, subsequently entering into a rehabilitation program will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

5.4. Fitness for Duty

In furtherance of the Agency's goal to maintain a safe, healthful and productive environment, all employees reporting for work and during times when they are paid subject to call shall be fit for duty. "Fit for duty" means the ability to perform all required physical and mental tasks associated with the employee's job duties to a satisfactory level and without endangering self, others, or property.

5.4.1. Employee Responsibility

No employee shall report to work while unfit or remain on the job after becoming unfit (for any reason) to perform his/her job duties. Failure of an employee to comply with this requirement may result in disciplinary action, up to and including discharge.

5.4.2. Pre-Employment Medical Examinations

The Executive Director may identify job classifications within the Agency that will require a pre-employment medical examination. Finalists for these positions will receive a conditional offer of employment that is contingent upon the candidate successfully passing a pre-employment medical examination and drug and alcohol test. The purpose of the pre-employment medical examination is to determine if the candidate is fit to perform the duties of the job for which he or she is being considered.

A. Notice

All employment applicants for these positions will be informed of the medical and drug/alcohol testing requirements prior to receiving the conditional job offer. Usually, notice will be given in the job announcement and during the interview process.

B. Consent

Finalists who receive a conditional offer of employment will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any or all of these tests will not be considered for employment for the position for which he/she has applied.

C. Examination

All examinations will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the candidate for employment is capable of performing all duties of the job as required by the job description and physical requirements checklist.

D. Examination Results

A candidate who is deemed unfit or unable to perform the duties of the job as a result of the medical examination will be informed of the results of the examination. The candidate may provide medical evidence that he/she is physically fit and able to perform the duties of the job, which will be considered before a final determination is made.

5.4.3. Post-Employment Fitness for Duty Examinations

If a supervisor/manager has a reasonable cause to believe that an employee is physically or mentally unfit to perform the duties of his/her job, the supervisor/manager may recommend that the employee to submit to a fitness-for-duty examination. The Executive Director shall have the authority to approve the recommendation.

A. Reasonable Cause

Reasonable cause means that the supervisor/manager believes that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his or her job duties safely is reduced, and that the supervisor's belief is based upon observations or evidence that has been documented.

B. Examination

Any such examination will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the employee is capable of performing all duties of the job as required by the job description and physical requirements checklist.

C. Examination Results

If the examining physician determines that the employee is fit for duty, the employee shall be released to return to work. If the examining physician determines that the employee is not fit for duty, the physician shall notify both the employee and the Executive Director. The employee will not be permitted to return to work until he/she is released by the physician. One or more subsequent fitness-for-duty examinations may be required in order to determine that the employee is fit to return to work.

5.4.4. Confidentiality of Examination Records

All documentation of pre-employment and fitness for duty medical examinations will be maintained in confidential and secure medical files, separate from applicant hiring files and separate from employee personnel files.

5.5. Driving

Observation of the law and safe driving practices shall be the top priority of all employees assigned to drive an Agency vehicle or who operate a personal vehicle in the performance of Agency business.

5.5.1. Driver's License Requirements

All employees who operate an Agency vehicle, or who operate a personal vehicle in the performance of Agency business, must possess and carry a valid, current California Driver's License of the proper class (and endorsements) for the vehicle operated.

A. Employee Responsibilities

1. Employees are responsible for maintaining a valid, current California driver's license of the proper class and endorsements before operating an Agency vehicle or driving a personal vehicle on Agency business. Any employee who operates an Agency vehicle or a personal vehicle in the performance of Agency business without a valid, current California Driver's License will be subject to disciplinary action up to and including discharge.

2. Employees who drive Agency vehicles or drive a personal vehicle on Agency business must notify their supervisor immediately in writing when their driver's license has expired or been suspended or revoked.

B. Agency Responsibilities

1. Managers shall notify the Executive Director when they have notification that an employee's driver's license has expired or been suspended or revoked.
2. The Executive Director shall not allow an employee with an expired, suspended or revoked driver's license to operate an Agency vehicle or a personal vehicle on Agency business.
3. It is the responsibility of Human Resources Manager to see that all employees are properly licensed for any vehicles they are to drive on Agency business.

C. Effect of Failure to Maintain Valid, Current Driver's License

Where the employee's applicable written job description requires driving an Agency vehicle or a personal vehicle on Agency business, and an employee fails to maintain a valid, current California Driver's License, the employee will be disqualified from such employment and terminated.

D. Reasonable Accommodation of Disabled Employees and Applicants

Where driving is a requirement for a particular position, an applicant or employee who does not possess a valid, current California Driver's License because of a disability may be eligible for reasonable accommodation. For example, if driving is a non-essential function of a particular position, the driving function may be reassigned as a reasonable accommodation for the disabled worker or applicant. If driving is an essential function of the employee's position, other accommodation such as reassignment to a different position may be feasible. Each situation will be addressed on a case by case basis. Requests for reasonable accommodation should be addressed to the Executive Director.

E. DMV Automatic Pull Notice

For employees who drive an Agency vehicle or who drive a personal vehicle on Agency business, the Agency may obtain periodic reports from the Department of Motor Vehicles that reflect actions and activities on an employee's driver's license record. These reports will be forwarded to the employee and his or her manager for review and "initialing off" that it is true and accurate by both the manager and the employee. Afterwards, the Pull Notice is placed in the employee's personnel file.

5.5.2. Good Driving Record

Every employee authorized to drive an Agency vehicle or drive a personal vehicle while on Agency business must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. The Agency may at the time of employment, or from time to

time thereafter, obtain a copy of an employee's driving record to assess the employee's suitability to drive.

5.5.3. Compliance with Traffic Laws

Employees driving Agency vehicles or driving personal vehicles while on Agency business must be familiar with and obey the State Vehicle Code. Such drivers must also obey local traffic rules, traffic control signs, posted speed limits and parking restrictions. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

5.5.4. Use of Seatbelts

Seatbelts shall be worn by all occupants of Agency vehicles and by employees operating personal vehicles while on Agency business. The use of seatbelts is the law.

5.6. Smoking

In keeping with the Agency's intent to provide a safe and healthful work environment and in compliance with state and local law, smoking in enclosed Agency facilities or vehicles is strictly prohibited. Smoking is allowed only on authorized breaks and lunch breaks, and only outside of work facilities so as not to disrupt Agency operations.

SECTION 6. EQUIPMENT AND PROPERTY

6.1. Use and Care of Agency Property

The Agency provides its employees with the use of tools, equipment, property and facilities that are necessary for the performance of their work. Employees are expected to exercise care in the use of Agency property and to use such property only for authorized Agency business. Misuse or negligence in the care of Agency property may result in disciplinary action. Agency property issued to an employee must be returned at the time an employee terminates employment or when the employee's supervisor requests its return.

6.1.1. Damage of Loss of Agency Equipment

Employees must promptly report to their supervisor all damage to or loss of Agency equipment. Lost or broken tools, equipment and other gear will be replaced by the Agency, but excessive loss or breakage will result in the employee being subject to disciplinary action.

6.1.2. Key/Access Card Distribution

Keys/Access Cards to Agency locks are issued only to employees and other authorized individuals. Each key/Access Card is numbered and issued by the Agency office to a specific individual. Exchanging keys/Access Card, giving keys/Access Cards out, or copying keys/Access Cards is expressly prohibited and may lead to disciplinary action.

6.1.3. Personal Use of Agency Property

Agency tools, vehicles, equipment and facilities are provided for use on Agency business only. Personal use of Agency property is prohibited. Employees are prohibited from displaying personal property for sale on Agency premises or property.

6.1.4. Personal Tools or Property

The Agency will provide all tools and equipment reasonably required to perform the assigned work. The use of an employee's personal tools, vehicle or other equipment is not required and will be permitted only in unusual circumstances.

To deter theft or damage to personal property, employees are discouraged from bringing any personal property into the workplace and should not leave any personal belongings of value in the workplace. The Agency assumes no responsibility for loss or damage to the personal property of an employee.

6.1.5. Agency Access to Property

The Agency retains full title and control, including the right of inspection, over equipment, property and facilities provided for employee use. Employee privacy rights do not extend to work-related conduct or the use of Agency facilities, Agency owned equipment or property. All offices, work areas, desks, file cabinets, files, computers, data storage devices remain the property of the Agency. Therefore, any agent or representative of the Agency can inspect these items or areas at any time, with or without prior notice.

6.1.6. Entry to Private Property

All employees shall make a diligent attempt to contact property owners prior to entry upon private property when performing maintenance and repair tasks. Each employee is responsible for immediately reporting to the Agency office any damage to private property, buildings, trees, crops, fences, pipelines or other damage caused as a result of Agency work or operations or the use of Agency equipment.

6.1.7. Purchasing

All purchasing of materials and services must adhere to the Agency's standard practice.

6.2. Phones, Computers, and Other Electronic Equipment

The phone, voicemail and computer systems are Agency property. Agency phones, radios, computers and other electronic equipment (copiers, fax machines, PDAs (e.g. Blackberry or other Personal Data Assistant device), etc.) should be used for Agency business purposes only. The Agency reserves the right, in its sole discretion, to access these systems, including employee voicemail, e-mail and data stored on computers, at any time. Any personal or personally confidential activities should be conducted at home on personal equipment, not at work.

This Policy is also intended to notify employees that all Agency Information Systems and their contents are not confidential or private. That is, all data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure, and discovery. Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 6250 et. seq.). Therefore, there is no expectation of privacy in the use of the Agency's Information Systems.

The Agency reserves the right to access and monitor employee use of the Agency's Information Systems as well as any stored information created or received by employees with the Agency's Information Systems. The reservation of this right is to ensure that the Agency's Information Systems are used securely and appropriately in an ethical and lawful manner.

6.2.1. Phone Usage for Personal Reasons

While it is understood that the use of the Agency's telephones for personal reasons is occasionally necessary, this privilege must not be abused. Such conversations should be limited to exigent situations and must be kept brief. Personal toll calls are not to be charged to the Agency.

6.2.2. Internet Usage

Access to the Internet is provided for the benefit of the Agency and its employees in the performance of their work. It allows employees to connect to information resources around the world. Employees are responsible for seeing that the Internet is used in a productive, work-related manner.

The Internet shall not be used for personal gain, solicitation of non-Agency business, or advancement of individual views. Employees may not use Agency-provided Internet service to access sexually explicit or other material that would run afoul of the Agency's anti-harassment policy, nor to access gambling or gaming sites, or similarly inappropriate information.

Personal usage of the Internet must be kept to a minimum and during employee break or lunch time.

6.2.3. Decorum of Communications

Employees must conduct themselves professionally and in a businesslike manner when using Agency telephones, radios, voicemail, or e-mail systems. Employees are prohibited from using Agency telephones, radios, voicemail or e-mail systems in any way that is disruptive or offensive to others including, but not limited to, transmitting information derogatory of other employees, sexually explicit information, racial or ethnic slurs, or anything else that may be construed as harassment or disparaging of others. No messages shall be transmitted under an assumed name. Users may not attempt to obscure the origin of any message.

6.2.4. Installation or Duplication of Software

Employees may not add or install personal software programs on Agency computers. Further, the Agency prohibits illegal duplication of software and its related documentation. Employees may only use software contained on Agency computers according to the Agency's software licensing agreement.

6.2.5. Discipline

Violations of any aspect of this policy may result in disciplinary action up to and including discharge.

6.3. Agency Vehicles

The Agency may provide employees with use of Agency-owned vehicles for performance of their duties. Observation of safe driving practices shall be the top priority of all persons assigned an Agency vehicle, as well as proper care of Agency equipment.

6.3.1. Operator Qualifications

Every driver of an Agency vehicle must have a valid and current California driver's license for the type of Agency vehicle driven and must be authorized by the applicable Agency management employee to drive an Agency vehicle.

Every authorized Agency driver must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. Conviction for driving under the influence, careless or reckless driving, or any similar moving offense of parallel gravity, whether or

not in an Agency vehicle and whether or not on duty, may be the basis of termination of status as authorized driver.

6.3.2. Compliance with Law

All drivers must comply with all applicable motor vehicle laws when driving an Agency vehicle. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

6.3.3. Vehicle Categories

For purposes of this policy, each Agency vehicle shall be placed in one of the following categories:

6.3.4. Limitations on Use of Vehicles

The following rules shall apply to the use of all Agency vehicles:

Agency vehicles shall only be used for official Agency business. When an employee uses an Agency vehicle in any other manner, that employee shall be deemed to be not on official Agency business.

- A.** Agency vehicles shall only be driven by employees or officers of the Agency. With the approval of the Executive Director, Agency vehicles may be used by non-employees, such as consultants or independent contractors, when it is determined to be in the best interest of the Agency.
- B.** Agency vehicles shall not be used to transport large personal items, such as sports equipment or animals, or for private towing or hauling of personal belongings or property of others.
- C.** Seat belts shall be worn by all occupants while riding in or operating Agency vehicles. The use of seat belts is the law.
- D.** The use of cellular phones and electronic devices are prohibited while driving Agency owned vehicle(s).
- E.** No Agency vehicle shall be used to push-start another vehicle.
- F.** Pets, waterfowl, poultry, fish, reptiles, etc. are not permitted in Agency vehicles, nor are firearms of any type.
- G.** All Agency personnel are required to keep their assigned Agency vehicles in a clean and safe operating condition at all times. No modifications, changes, additions, addition of any accessory, custom part or the removal of any factory or Agency item on any Agency vehicle shall be permitted without the express approval of the Executive Director.
- H.** Each driver of an Agency vehicle will be responsible for calling any needed repairs or adjustments on his or her vehicle to the attention of the Executive Director. Each driver will be responsible for verifying that his or her vehicle has proper and functioning brakes, lights, windshield wipers, etc.
- I.** All Agency personnel are required to report damage and defective Agency equipment as soon as possible after detection to ensure that damaged items or

potentially damaged items are repaired and that service schedules are not exceeded.

- J. Each employee will be responsible for immediately reporting to their supervisor/Department Head or to the Executive Director any accident in which he or she is involved as a driver of an Agency vehicle. The employee will further prepare a detailed report of the accident, which report is to be submitted directly to the Executive Director or designee. This includes any accidents will on company duty in a private vehicle.
- K. Excessive acceleration and other showings of vehicular power occurring on Agency premises or on private or public property when in an Agency vehicle and the same occurring on Agency premises, whether in a personal vehicle or in an Agency vehicle, is not permitted.
- L. All Agency personnel shall "lock" and "secure" Agency vehicles when left unattended.
- M. Agency personnel involved in auto accidents should not volunteer information or admit liability, but merely respond as necessary to uniformed officers. They should request that their Supervisor, or the Human Resources Manager to notify police or call for medical assistance at the scene when necessary.
- N. Authorized Passengers:
 - 1. Adults on Agency business are permitted to ride in Agency vehicles, but only to the extent that seat belts are available.
 - 2. Any individual who is not participating in agency business, including family members, friends and all children are not permitted in Agency Pool Vehicles.
 - 3. All Agency personnel are prohibited from picking up hitchhikers in Agency Vehicles or while on Agency business.
- O. When driving an Agency vehicle, stopping and entering any bar or liquor store is prohibited. Transporting alcoholic beverages at any time in an Agency vehicle is prohibited

6.3.5. The Vine Bus and Employee Ridership

All regular, full-time and part-time employees are eligible to ride Vine Transit at no cost. This benefit may be extended to their legal spouse and/or dependent(s) under the age of 18. Separation from the Agency for any reason other than Retirement, terminates eligibility. All riders are required to adhere to the Passenger Code of Conduct written in the Agency Policies, Practices and Procedures Manual under Transit policies. This privilege may be revoked at any time by the NVT Authority Executive Director.

6.4. Employee Purchase Programs

6.4.1. Mobile Device/Personal Office Equipment

A. Mobile Device Reimbursement Program

NVTA will reimburse managers and exempt employees for up to \$1,000 plus tax for the purchase of a mobile device or tablet to encourage the proficiency of its management and exempt employees and for interfacing with Granicus or like software to access and maintain Board and advisory committee packets. If the employee chooses a device under \$1,000, NVTA will only reimburse employee up to the purchase amount. If over the device exceeds a \$1,000 cost, employees are responsible for the difference.

NVTA will **not** reimburse employees, unless specified by separate contract for At Will employees, for costs of data plans, additional software, extra equipment, extra warranties or other peripheral equipment. Purchases other than the mobile device are the responsibility of the employee. It is up to the employee to pay for repairs should the device be damaged or replaced should the device be stolen or lost within a two-year period.

Mobile devices are eligible to be replaced on a two-year cycle from the date of purchase. This is done to ensure that systems used for daily business are up-to-date and under warranty.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

B. Personal Office Equipment Reimbursement Program

NVTA will reimburse all full time employees for the purchase of office equipment, software, electronics, or other related items approved by their supervisor in the amount of \$1,000 plus tax to support staff in improving their work environment, both in office or remote. This program is to be offered on a three year cycle, effective on the first day of that Fiscal Year. NVTA will not pay for repairs or lost equipment.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

C. Device Ownership/Program Limitations

Mobile devices are the personal property of the employees. Employees can choose any device that accommodates the interface of Board Packets.

IRS rules may consider the reimbursement as income and subject to income taxes. Any additional taxes are the responsibility of the employee.

Business conducted on private devices is subject to the Public Records Act. To separate personal and business items, you should have an NVTA folder so that a

search of the entire device would not be necessary to isolate personal documents from public documents or correspondence.

SECTION 7. TIME OFF AND LEAVES OF ABSENCE

7.1. Holidays

7.1.1. Eligible Employees

Full-time Agency employees are eligible for paid holidays as described herein,

7.1.2. Recognized Holidays

Eligible employees are entitled to the following eight (8) holidays off with pay when they fall on a work day in the basic workweek:

January 1 (New Year's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

The fourth Thursday in November (Thanksgiving Day)

The day following Thanksgiving Day

December 24 (Winter Holiday)

December 25 (Winter Holiday)

1. When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday. If December 24 falls on a weekend, it will be observed the preceding Friday. If December 25 falls on a weekend, it will be observed the following Monday.
2. Permanent part-time employees shall receive the same number of holidays as regular, full time employees and on a pro-rata basis, proportional to full-time employment

Holidays will be paid at eight (8) hour increments.

7.1.3. Personal Leave

Eligible employees shall also receive fifty-six (56) hours of personal leave each calendar year. Non-Management Fair Labor Standards Act (FLSA) exempt employees will receive an additional 40 hours of non-accrual personal leave each calendar year.

Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited.

Employees serving a probationary period are not eligible to use personal leave hours for time off. Those hired after the calendar year begins will receive a pro rata share of personal leave time based on the number of pay periods remaining in the calendar year. Any unused hours remaining in the first calendar year of employment will be rolled over

into the following calendar year for use. Any unused personal leave hours will be forfeited for any year thereafter.

Permanent part-time employees shall receive personal leave on a pro-rata basis, proportional to full-time employment.

7.1.4. Board Ordered Holiday

The Board of Directors may from time to time declare additional paid holidays or half-day holidays at their sole discretion, and the granting of any such holiday shall not constitute a precedent for continued granting of such holiday or holidays.

7.1.5. Holidays Occurring During Unpaid Leave

Employees will not receive holiday pay for holidays that occur during an unpaid leave of absence from the Agency, or when the employee is on unpaid leave either the work day before the recognized holiday or the work day after the recognized holiday.

7.1.6. Working on Holidays

Eligible employees may be scheduled to work on holidays, in which event, an FLSA non-exempt employee will be compensated at the overtime rate of pay for all time worked on such days, in addition to receiving eight hours of holiday pay. Standby shall not be construed as time worked.

FLSA exempt management employees who are scheduled to work on a holiday first must obtain prior written approval from the Executive Director in order to be eligible for flex-time or compensatory time-off for hours worked. Any approved flex-time must be taken in full-day increments. Standby shall not be construed as time worked.

7.2. Vacation

NVTA provides vacation to eligible employees for the purpose of rest, relaxation and reinvigoration.

7.2.1. Eligibility

Full-time employees are eligible to receive vacation benefits. Vacation begins to accrue from the date of hire. A probationary employee may begin to take vacation after the first six (6) months of an employee's probationary period.

7.2.2. Accrual

A. Accrual Rates

Every permanent, full-time employee shall accrue vacation leave, in accordance with the permitted maximums as provided in the schedule below. An employee shall not accrue vacation in excess of the permitted maximums. The Executive Director shall give employees a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual vacation leave accruals.

Years of Continuous Agency Service	Hours of Vacation Accrued/ Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Year 4 through 9	4.8 hours	300 maximum hours
Year 10 through 14	6.2 hours	400 maximum hours
Year 15 through 19	7.2 hours	400 maximum hours
Year 20 through 29	8 hours	400 maximum hours
Year 30 or more	9 hours	400 maximum hours

1. An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.
2. Each employee may, with approval of the Executive Director, take vacation privileges as earned and in accordance with the provisions of Section 7.2
3. No person shall be permitted to work for compensation for the Agency in any capacity during the time of his/her paid vacation from Agency service.
4. Vacation leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability, unless an employee is on worker's compensation leave, in which case, vacation continues to accrue.
5. Each employee has right to receive compensation at the Employee's current hourly rate for up to eighty (80) hours per year of unused vacation so long as forty (40) hours of vacation were actually used during the calendar year.

Permanent part-time employees shall accrue vacation leave on a pro-rata basis, proportional to full-time employment.

B. Management Employees

Management Employees, not in a probationary period shall receive the following:

1. Eighty (80) hours of management leave credited at the beginning of each calendar year. The right to surrender up to sixty (60) hours of management leave each year and be paid for same in cash at their current hourly rate; provided, however, that a minimum of forty (40) hours of vacation leave must be used during the calendar year in which the surrender of management leave occurs before the finance department is authorized to process the surrender request. Those hired after the calendar year begins will receive a pro rata share of management leave time based on the number of pay periods remaining in the calendar year.

Any unused hours remaining in the first calendar year of employment will be rolled over into the following calendar year for use. Any unused leave hours after the second year and thereafter will not rollover into the following year.

2. Accrual of vacation leave at the rate of 4.8 hours per pay period, or accrual of vacation leave at the rate determined in accordance with Section 7.2.2.A, or accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification, or promotion.
3. In the case of Management Employees who were not employed by the Agency at the time of their appointment, but were previously employed by a city, county, special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Executive Director; providing, however, this rate shall not exceed the rate of vacation leave accrual the Employee enjoyed at the Employee's last place of public employment, or the rate of vacation leave accrual the Employee would be entitled to had all prior public agency service of the Employee been with the Agency, whichever is higher; and further provided that in no event shall this rate of accrual exceed the maximum rate the Agency provides to Management Employees. Work performed for a public agency as a consultant or independent contractor rather than as an employee, shall not be taken into account by the Executive Director in approving a vacation leave accrual rate exceeding the .06 hours per each full hour worked up to the maximum of eighty (80) hours per pay period.
4. The right to accumulate a maximum of 600 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

7.2.3. Scheduling

A. Notice

Vacation shall be scheduled with the employees supervisor and the Executive Director, with due regard for the wishes of the employee and with particular regard for the needs of the Agency.

Vacations of four (4) consecutive days or more, must be scheduled a minimum of two weeks before the date of departure. Vacations of three (3) consecutive days or less must be scheduled at least two (2) working days before departure. Under special circumstances, the Executive Director may waive these notice requirements.

All vacation requests shall be submitted in writing.

B. Intervening Holidays

A holiday falling within a vacation shall not be counted as a day of vacation.

C. Intervening Illness or Injury

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury.

Employees must follow the sick leave procedures described in these Policies and Procedures.

7.2.4. Termination or Retirement from Agency

Accrued but unused vacation at the time of an employee's termination or retirement shall be administered as follows:

A. Termination

If an employee terminates employment with the Agency, voluntarily or involuntarily, and has accrued and unused vacation, he or she shall be paid for each day recorded in Agency records.

B. Retirement

An employee who retires and has accrued and unused vacation may elect either of the following options:

1. Continue to work until the date of retirement and be paid for accrued and unused vacation; or
2. Discontinue working and take accrued and unused vacation time that would extend from last day worked up to the date of retirement.

If option (2) is selected, deductions from vacation pay will be the same as if the employee is actually on the job and health care coverage will continue to be provided under various group programs through the exhaustion of vacation time.

7.3. Sick Leave

The Agency provides paid sick leave in order to prevent a loss of earnings that may be caused by illness or injury. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury or illness.

7.3.1. Eligibility

Employees are eligible for paid sick leave. Sick leave begins to accrue from the first day of employment.

7.3.2. Accrual

Each employee shall accrue 3.8 hours of sick leave for each full eighty (80) hour pay period. There is no limit to the amount of sick leave an employee can accrue. Sick leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability status, unless an employee is on worker's compensation leave, in which case, sick leave continues to accrue.

No sick leave shall be paid prior to it being accrued.

Sick leave accrued and unused is forfeited upon termination of employment. For vested employees, accrued and unused sick leave balances can be used to credit retirement health benefits per the agency contract with CalPERS.

Permanent part-time employees shall accrue sick leave on a pro-rata basis, proportional to full-time employment.

7.3.3. Conversion of Vacation to Sick Leave

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies.

7.3.4. Employee Notice and Communication

An employee shall contact his or her supervisor prior to the employee's starting time each day when absent due to illness or injury. Employees must follow this procedure every day of illness or injury, except in the case of a pre-approved leave of absence.

Where an employee is absent for more than three (3) consecutive days, the employee will be required to submit a doctor's statement (1) verifying that an illness or injury prevented the employee from working, and (2) certifying that the employee is fit and able to return to work. Employees are required to submit a doctor's statement consistent with (1) and (2) above if an employee has a regularly scheduled absence for medical reasons. Management may also require a doctor's slip verifying the absence for a shorter period of time where a question of abuse of sick leave arises.

Employees on an approved leave of absence who do not return on their scheduled return date and who have failed, in advance of the return date, to obtain an agreed extension of leave from their supervisor or the Executive Director, will be considered to have voluntarily abandoned employment and subject to separation from Agency employment.

7.4. Workers' Compensation Leave

Agency employees are eligible for benefits under the Worker's Compensation Laws of the State of California for injury or illness arising out of or in the course and scope of employment. Where such injury or illness necessitates an employee's absence from work, an employee shall remain on paid status as provided herein.

7.4.1. Sick or Vacation Leave Supplementation

When an employee is off work due to an industrial injury, accrued sick leave or vacation pay may be paid for the first three (3) days. Thereafter payments made by Worker's Compensation may be supplemented up to base wage entitlement of that employee to the extent that accumulated sick leave is available and, when authorized by the employee, vacation days.

7.4.2. Accrual of Benefits during Leave

During the time an employee is on “paid status” while absent from work by reason of injury or illness covered by Worker’s Compensation, he or she shall continue to accrue all benefits. For the purposes of this section, “paid status” shall include that period of time during which the Agency coordinates benefits; i.e., that period of time during which sick leave and vacation days are used to supplement employee earnings.

If worker’s compensation leave is converted to long term disability leave, once vacation and sick leave balances are depleted, health, dental, vision, and life insurance premiums will be paid entirely by the employee. In addition, while the employee is on long term disability status, vacation, holidays, and sick leave accruals will no longer accrue.

7.5. Pregnancy Leave

In an effort to further equal employment opportunity for women, employees who become disabled by pregnancy, childbirth or related medical conditions may be entitled to job-protected leave or other reasonable accommodation as provided by California’s Pregnancy Leave Law.

7.5.1. Covered Employees

An employee is disabled from working due to pregnancy, childbirth or a related medical condition in the following circumstances:

- Inability to work at all because of pregnancy or childbirth
- Inability to perform one or more essential functions of the employee’s job without undue risk to the female, the successful completion of the pregnancy, or other persons
- Suffering from severe morning sickness
- Needing to attend pre-natal care appointments

7.5.2. Leave Rights

A covered employee is entitled to up to four months of leave during any period in which the employee is actually disabled. Such leave may be taken in a single block of time or on an intermittent basis or reduced leave schedule. This leave is in addition to, and does not run concurrent with, any leave the employee may be eligible for under the Family Medical Leave Act and California Family Rights Act.

At the conclusion of an approved pregnancy disability leave, the employee will be restored to her original position or a comparable position in accordance with law.

7.5.3. Pay and Benefits

Pregnancy disability leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a pregnancy-related disability.

Leave taken under this policy does not constitute a break in service for the employee.

7.5.4. Employee Notice Obligations

Whenever the need for leave is foreseeable, a covered employee must give the Agency thirty (30) days advance notice of the need for leave. Covered employees should make reasonable efforts to schedule any necessary medical treatment so as not to disrupt the operations of the Agency. The Agency may deny leave where such notice is not provided.

When the need for leave is not foreseeable, covered employees must provide notice of the need for leave as soon as practicable.

7.5.5. Medical Certification

An employee requesting such leave will be required to provide a medical certification from her health care provider verifying the disability, the date it commenced, and its probable duration.

Upon return to work, the employee will be required to provide a return-to-work certificate from her health care provider stating that she is able to resume the duties of her position.

7.5.6. Other Forms of Pregnancy-Related Disability Accommodation

An employee disabled by a pregnancy-related condition may also be eligible for a temporary transfer to a less strenuous or hazardous position or other form of accommodation. Requests for accommodation should be directed to the employee's Supervisor or the Executive Director.

7.6. Family and Medical Care Leave Act

This policy describes the circumstances and conditions under which an employee may take family care and medical leave as provided under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). This policy is meant to be read together with the FMLA (29 U.S.C. 2601 et seq.) and the CFRA (Government Code Section 12945.2) and the regulations adopted to implement them, all as they are now written or may hereafter be amended. This policy is separate and distinct from any other leave policies or procedures. The benefits accorded by these separate policies shall not be combined or otherwise construed as one policy.

7.6.1. Definitions

- A. "Family and Medical Care Leave"** means leave, whether paid or unpaid, taken by an employee on account of:
1. The birth of a child of the employee.
 2. The adoption or foster care placement of a child by the employee.
 3. The serious health condition of a child, parent or spouse of the employee.
 4. The serious health condition of the employee which makes the employee unable to perform the duties of the employee's position.
- B. "Child"** means a biological, adopted or foster child, a stepchild, a legal ward or child of a person in loco parentis who is either under 18 years of age or a

dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability.

- C. **"Health Care Provider"** means a person holding a physician's and/or surgeon's certificate or an osteopathic physician's and/or surgeon's certificate who directly treats or supervises the treatment of the serious health condition, or any other person determined to be capable of providing health care services under the FMLA/CFRA.
- D. **"Parent"** means a biological, foster or adoptive parent, a stepparent or legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.
- E. **"Serious Health Condition"** means an illness, injury, impairment or physical or mental condition which involves either:
 - 1. Inpatient care in a hospital, hospice or residential health care facility; or
 - 2. Continuing treatment or supervision by a health care provider of more than three consecutive days; or
 - 3. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in an incapacity for more than three consecutive days.
- F. **"Spouse"** means a partner in marriage as defined in Family Code Section 300. It does not include unmarried persons living together, but does include persons who are legally married who do not live together. For the purposes of this policy, spouse is further defined as a registered domestic partner as specified in California Family Code Section 297.
- G. **"Employment in the Same or Equivalent Position"** means employment in a position that has the same or equivalent duties and pay that can be performed at the same or similar geographic location as the position held prior to the leave.

7.6.2. Family and/or Medical Care Leave

Except as hereafter provided, any employee with at least 12 months of service with the Agency, who has at least 1250 hours of service during the previous 12-month period, may take up to 12 weeks of family care and medical leave during a 12-month period with a guarantee made at the time leave is granted that the employee will be able to return to the same or equivalent position.

- A. For this purpose, "12 month period" means the 12 months immediately preceding the date an employee takes family care and medical leave.
- B. Pregnancy disability leave taken by an employee will not be considered when counting the amount of leave an employee may take pursuant to this policy.
- C. While on leave under this policy, an employee will continue to be covered by the Agency's group health insurance to the same extent that coverage is provided while the employee is working.

- D. If an employee fails to return to work after the designated period of leave or when the leave entitlement has been exhausted or expires, the Agency shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave under this policy, or because of circumstances beyond the employee's control.
- E. Leave under this policy may be granted on an intermittent basis (i.e., leaves taken in separate blocks of time due to a single qualifying reason) or a reduced work schedule to accommodate an employee qualifying for leave under this policy. An employee may take leave under this policy on an intermittent basis for his/her own serious health condition or for the serious health condition of a qualifying family member when it is shown to be medically necessary.
- F. Conditions for use of Family/Medical Care Leave:
1. Notice of Leave. If the need for leave is foreseeable, an employee must provide the Agency with reasonable advance notice. For this purpose, "reasonable advance notice" means thirty (30) days' written notice, if practicable.
 2. Scheduling Leave. If the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule it to avoid disruption of Agency operations.
 3. Medical Certification for Family Care Leave. A request for leave to care for a child, spouse or parent who has a serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a. The date on which the health condition commenced;
 - b. A statement as to whether a serious health condition of a family member exists:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).
 - ii. Failure to disclose the nature of the serious health condition may give the Agency reason to doubt the validity of the certification.
 - c. The probable duration of the condition;
 - d. An estimate of the time the employee needs to care for the individual;
 - e. A statement that the condition requires family participation to provide care during the period of treatment or supervision of the individual requiring care.

4. Medical Certification for Employee's Own Serious Health Condition. A request for leave for an employee's own serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a. The date on which the serious health condition commenced;
 - b. A statement as to whether the employee is unable to perform the essential functions of his or her normal position:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).
 - ii. Failure to disclose the nature of the serious health condition, may give the Agency reason to doubt the validity of the certification.
 - c. The probable duration of the condition.
5. Use of Accrued Leave:
 - a. Vacation/Comp Time: An employee who takes family/medical care leave must use all of their accrued compensatory time off, if any, and then and all of their accrued vacation in excess of 80 hours
 - b. Sick Leave: An employee who takes family/medical care leave may only use accrued sick leave as provided in the applicable under California law.

G. Limits on Family and Medical Care Leave

The Agency may refuse to allow family and medical care leave if:

1. The employee fails to furnish the Agency adequate medical documentation which satisfies the requirements under this policy or the FMLA or CFRA.
2. If both parents of a child are employed by the Agency, the Agency may limit the family care leave for the birth, adoption or foster care placement of their child to a combined total leave of twelve (12) weeks in a 12-month period.

H. Challenge to Medical Certification

1. When the Agency doubts the validity of a medical certification submitted by an employee, it may require the employee to obtain at Agency expense the opinion of a second health care provider designated and approved by the Agency regarding any of the information in the original certification. Such second health care provider may not be one employed by the Agency on a regular basis.
2. If the opinion of the second health care provider differs from the first, the Agency may require the employee to obtain at Agency expense, the opinion of a third health care provider, designated or approved jointly by the Agency and the employee, concerning the information in the original

certification. The opinion of the third health care provider will be final and binding on the Agency and the employee.

I. Employee's Obligation to Periodically Report on His/Her Condition

An employee on family or medical care leave may be required to periodically report on his or her status and intent to return to work. This will avoid any delay to reinstatement when the employee is ready to return to work.

J. Status of Employee Benefits While On Leave

1. Status of Employee. An employee on family/medical care leave retains employee status, and the leave does not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. For purposes of layoff, recall, promotion, job assignment, and seniority related benefits, an employee who returns from leave will have no less seniority than the employee had when the leave commenced.
2. Health Insurance. Except as hereafter provided, during family/medical care leave, the Agency will continue to offer the employee, and pay its share of the premium for, health insurance for up to twelve (12) weeks at the same level and under the same terms and conditions as coverage was provided while the employee was actually working for the Agency; provided that, if an employee fails to return from leave for reasons other than the continuation, recurrence, or onset of the employee's own serious health condition or other circumstances beyond the employee's control, the Agency may recover the premiums paid by the Agency on behalf of the employee.
3. Other Benefits. During family/medical care leave, an employee will continue to be entitled to participate in employee health plans for any period during which coverage is not provided as required in Section 7.6.3.K.2 above, employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

K. Return from Family and/or Medical Care Leave

1. The Agency may deny reinstatement of an employee from family and medical leave to the same or equivalent position where:
 - a. The employee refuses to return on the date agreed upon; or
 - b. As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement; or

- c. The same or equivalent position has been eliminated for legitimate business reasons unrelated to the employee's family/medical care leave, in which case the employee will have the rights accorded in the layoff provision of the applicable Agency policy.
- 2. Reinstatement of Key Employees: The Agency may deny reinstatement of an employee from family and/or medical care leave to the same or equivalent position where:
 - a. The employee is among the highest paid 10% of the Agency's salaried employees; and,
 - b. Reinstatement would cause the Agency serious and grievous economic harm; and,
 - c. The employee was notified at the outset of leave that reinstatement could be denied.

7.6.3. Status of Prior Policies

This policy supersedes and replaces all other policies on the same subject. The Agency reserves the right to amend this policy whenever it is appropriate to conform to state and federal laws, rules and regulations.

7.7. Funeral and Bereavement Leave

The Agency provides bereavement leave for its employees in the event of a death in the employee's family in order to handle family affairs and attend the funeral.

7.7.1. Conditions of Leave

A. Amount

An employee may take up to five days of Bereavement leave.

An additional limited amount of time off to attend funeral services outside the State of California may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Attendance at funerals requiring absences of more than five days may be charged to accrued vacation or personal leave accounts.

B. Covered Family Members

Leave shall be afforded under this policy for the death of the employee's spouse, registered domestic partner, child, parent, parents-in-law, step-parents, sibling, step-siblings, and grandparents.

C. Deceased Employees

In deference to the memory of a deceased colleague, a limited amount of time off to attend funeral services may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

7.8. Reproductive Loss Leave

The Agency provides job-protected leave for its employees who suffer from certain reproductive loss events, including miscarriage, unsuccessful adoption, unsuccessful surrogacy, stillbirth or an unsuccessful assisted reproduction.

7.8.1. Conditions of Leave

An employee may take up to five days of Reproductive Loss Leave upon suffering a reproductive loss event. The leave must be taken within three months of the event unless the employee is on or chooses to take leave under another leave entitlement, (such as the California Family Rights Act (CFRA), pregnancy disability, or bereavement leave), in which case the reproductive loss leave must be taken within three months of the other leave's end date. If an employee experiences more than one qualifying event, the Agency is not obligated to grant more than 20 days of leave within a 12-month period.

7.8.2. Leave Rights

Leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a reproductive loss event.

Leave taken under this policy does not constitute a break in service for the employee.

It is unlawful for discrimination or retaliation against any employee seeking to exercise their rights under the law and such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee.

7.9. Jury Duty and Witness Leave

The Agency encourages its employees to perform their civic duty to serve on a jury panel or as a subpoenaed witness and provides leave for such purposes as described herein.

7.9.1. Jury Duty Leave

A. Full-time and Seasonal Employees

Time off without loss of pay of up to four (4) weeks shall be granted to full-time employees called for jury duty. Should jury duty extend beyond four (4) weeks, the employee will receive unpaid leave for the duration of the jury service. The employee may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the remainder of the jury service.

B. Part-Time and Temporary Employees

Part-time and temporary employees will be granted time off without pay for jury duty service. These employees may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the jury service.

C. Notice Requirements

All employees are required to provide their supervisor with reasonable advance notice of jury duty. Employees must provide their supervisor with a copy of their jury summons prior to the commencement of jury duty leave.

D. Return to Work

All employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

7.9.2. Witness Duty

All employees will be allowed time off without pay to appear in court as a witness pursuant to a valid subpoena or other court order. The employee must provide his or her supervisor with reasonable advance notice of the witness duty. Further, the employee is required to provide his or her supervisor with a copy of the subpoena or court order requiring the employee's attendance. The employee may elect to use accrued vacation or floating holiday time to cover the time away from work. All employees who are subpoenaed by court to appear in their capacity and scope as a representative of the Agency shall be allowed time off with pay for such witness duty.

7.9.3. Overtime Exempt Employees

Overtime exempt employees who work any portion of the week in which they also serve on jury duty or as a witness will receive their full salary for that week.

7.10. Military Leave

The Agency provides appropriate military leaves of absence, benefits and reinstatement rights to members of the military consistent with the provisions of the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act.

7.10.1. Leave of Absence

Any Agency employee who is a member of the United States armed forces, the National Guard, the Naval Militia or the reserve corps is entitled to an unpaid leave(s) of absence for ordered military duty including active military training, inactive duty training, encampment or exercises.

7.10.2. Employee Notice Requirements

Employees must provide advance written or verbal notice of the need for military leave unless to do so is impossible or unreasonable. Generally, an employee should present their service papers to their supervisor as soon as they receive them. Employees should use their best efforts to arrange inactive duty or annual trainings at a time that is mutually convenient to the employee and the Agency.

7.10.3. Pay and Benefits While On Military Leave

A. Pay

Where the employee has been employed by the Agency for at least one year prior to the start of the leave, the first 30 calendar days of military leave will be paid. No minimum length of service is required to receive 60 calendar days of pay for a member of the National Guard who is called to active duty during a declared emergency. Paid military leave shall not exceed 30 calendar days in any fiscal year.

After the first 30 calendar days, military leave will be unpaid. Any employee may, at his or her option, elect to use accrued vacation or floating holiday time to cover periods of unpaid military leave.

B. Health Care Coverage

For leaves with duration of 30 days or less, the Agency will continue the employee's health care coverage on the same terms as if the employee was working.

For leaves longer than 30 days, the employee may be eligible to continue health care coverage for self and dependents at the employee's own expense for up to 24 months. Employees returning from leave longer than 30 days will be restored to health care coverage upon their return to work without a waiting period.

C. Seniority

Any employee who takes military leave retains his or her original seniority date and all other seniority-based benefits as if continuously employed.

Employees on military leaves will not accrue any vacation or sick leave during periods of unpaid military leave.

Time spent on military leave will be counted as time worked for purposes of determining eligibility for family and medical leave.

7.10.4. Reinstatement

The Agency will adhere to the applicable federal or state law that is most beneficial to the employee in determining reinstatement rights.

Generally, employees must provide timely notice of their intent to return to work after military service. An employee returning from military leave will be reinstated to employment in the position he or she would have held had there been no interruption for military service, if qualified. If reasonable efforts to so qualify the employee fail, he or she will be returned to the position held at the beginning of the leave, if qualified.

Reinstatement may be denied if the employee receives a dishonorable or other disqualifying discharge, fails to timely request reemployment, or the Agency's circumstances have so changed to make reemployment impossible or unreasonable.

7.11. Leaves of Absence without Pay – Accrual of Vacation and Sick Leave

An employee taking leave without pay shall earn vacation leave and sick leave during the week in which the leave of absence occurs according to the following weekly

schedule. Such vacation leave and sick leave shall be calculated to the nearest tenths as shown in the chart below:

HOURS OF LWOP	PERCENTAGE OF ACCRUAL
2 – 3.9	90%
4 – 7.9	80%
8 – 11.9	70%
12 – 15.9	60%
16 – 19.9	50%
20 – 23.9	40%
24 – 27.9	30%
28 – 31.9	20%
32 – 35.9	10%
36 – 40.0	0%

7.12. Outside Employment

The Agency forbids employees on a leave of absence, other than military leave, from holding outside employment during such leave. Employees who violate this policy will forfeit any leave of absence and will be deemed to have voluntarily terminated their employment and separated from the Agency.

SECTION 8. BENEFITS

8.1. Insurance

The Agency will provide all eligible employees and their dependents access to group health insurance programs including medical, dental and vision and life insurance.

8.1.1. Terms of Coverage

The amount and type of coverage, as well as the percentage of Agency contribution, is subject to change from time to time depending on changes in applicable premiums.

Information describing coverage is available from the Agency Human Resources department upon request. If there is a conflict between the language used here and the language contained in the group plan documents, the plan documents will prevail.

8.1.2. Eligibility

Full-time and part-time permanent employees are eligible for medical, dental, vision and life insurance coverages. The effective date for these coverages is the first of any month following thirty (30) days of continuous service, except for medical which is effective the first of the month following the employee's hire date. Employees returning from layoff shall have full benefits made available to them on the first of the month following their return to work, without waiting the otherwise mandatory "waiting period."

8.1.3. Medical, Dental and Vision Coverage

A. Payment of Premiums

Presently the Agency pays 96% of the premium for Medical and 100% of the premium Dental for eligible full-time permanent employees during periods of regular pay status (including paid time off and paid leave). The agency pays 100% of benefits for full-time permanent employees with no dependents. The Vision premium is paid for by the Employee. The Agency does not pay insurance premiums for employees on an unpaid leave of absence or whose hours fall below the required minimum for eligibility of at least fifty (50) paid hours per pay period, unless specifically provided in another Agency policy such as the family and medical leave policy. Employees can elect to waive coverage providing that they can show they are covered by health insurance elsewhere. The monthly premiums for permanent part-time employees shall be paid on a pro-rata basis proportional to full-time employment.

B. Long Term Disability

As used herein, "long-term disability" means the status reached when an eligible employee has, during any consecutive 12 month period, been unable to work or perform the duties for which employed for 90 calendar days during that period, because of his or her own ill health or physical or mental disability.

Upon entering long-term disability status, an employee may petition the Board of Directors for use of accrued vacation or sick leave sufficient to pay premiums as set by the Agency for continuation of health, dental and vision coverage.

Granting or denial of such petition shall be at the sole discretion of the Board based on their evaluation of the circumstances in each case. A granting in one case shall not be construed to have set a precedent when reviewing other cases.

C. Continuation of Health Benefits - COBRA

As stated above, the Agency's health care plans are maintained for employees in regular pay status and their covered dependents. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and a related state law allow employees and their dependents to continue health care coverage at their own expense for up to 36 months if they lose coverage due to termination or other qualifying events.

D. Temporary Employees

Temporary employees are eligible for group health benefits for themselves and their dependents at their own expense provided the temporary employee qualifies as provided above and provided further, the employee pays the monthly premium for the group health care coverage a minimum of 10 days in advance of the first of each month.

8.1.4. Life Insurance Coverage

The Agency provides life insurance coverage for eligible employees in accordance with carrier requirements and at benefit levels determined through negotiations with the applicable employee representative. Presently the Agency pays 100% of the premium for this insurance.

8.1.5. Deferred Compensation

All employees are eligible to participate in a 457(b) deferred compensation plan. Participation in the plan is optional. Additional information on the 457(b) deferred compensation plan may be obtained at the NVT Administration offices and within Employee Benefit Summary documents.

Deferred Compensation Employer Match

The Agency offers Deferred Compensation Matching to assist employees in preparing for retirement and achieving long-term financial security. Participation in the Deferred Compensation Matching Program is voluntary. Employees must contribute at least an amount equal to the Agency match through payroll deduction to receive the full Agency contribution.

The Agency shall provide annual matching contributions up to the following amounts:

Employee Level	Maximum Annual Agency Match
Staff	\$1,000
Directors	\$2,500
Executive Director	As approved by the Board

8.1.6. Employee Assistance Program

The Agency provides an Employee Assistance Program (EAP) to support employees and their eligible family members with confidential resources for personal, family, financial, legal, and work-related concerns. The EAP is available at no cost to eligible participants.

8.2. Retirement

The Agency provides retirement benefits to fulltime and part-time, permanent employees through its plan with CalPERS. The terms of the plan shall govern retirement benefits.

8.2.1. Plan Overview

CalPERS provides a defined benefit plan. Benefits are based on the employee's age, years of credited service and final compensation at retirement. Employees become fully vested with 5 years of service. For employees hired prior to May 21, 2011 the minimum retirement age is 55 with a benefit formula of 2.5% at 55 (Tier 1); for employees hired between May 21, 2011 and December 31, 2012 the minimum retirement age is 60 with a benefit formula of 2.0% at 60 (Tier 2); and for employees hired on or after January 1, 2013 the minimum retirement age is 62 with a benefit formula of 2% at 62 (PEPRA New Members).

8.2.2. Contributions

The Agency pays the employer's contribution share at the current rate (FY 2025/2026) of 13.460% for Tier 1 members, 10.190% for Tier 2 members and 7.960% for PEPRA members of reportable earnings. The Employee pays the employee's contribution share at the current rate of 8% for Tier 1 members, 7% for Tier 2 members and 7.75% for PEPRA members of reportable earnings. These percentages are subject to change based on CalPERS rates.

8.2.3. Other Post-Employment Benefits (OPEB)

Effective May 16, 2018, the Agency pays a percentage of \$500 cap (\$750 for dual coverage) based on the employees' years of service, with no future increases.

Years of Service	Percentage
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The Agency will pay the Public Employees Medical and Hospital Care Act (PEMHCA) minimum for individuals with less than 10 years of Authority service at retirement.

Employees who retired prior to May 16, 2018 (Grandfathered) will receive no less than their current benefit.

8.2.4. The Vine Lifetime Transit Pass

Upon retirement from the Agency, a regular, full-time employee is eligible to receive a Vine Bus Lifetime Transit Pass that may be extended to their spouse and/or dependent(s) under the age of 18 at no cost. Lifetime Transit Pass holders are required to adhere to the Passenger Code of Conduct written in the Agency Policies, Practices and Procedures Manual under Transit policies.

8.3. Professional Development

The Agency will reimburse tuition, membership, and professional affiliation fees to eligible employees. The Agency recognizes that investing in employee development is essential to maintaining a highly skilled, engaged, and motivated workforce capable of meeting current and future organizational needs.

The purpose of this policy is to outline the standards and procedures under which the Agency will provide financial support for activities that further the professional development of staff and benefit Agency operations. It should be noted that approval of any education, professional training and development is subject to approval by the Executive Director within consideration of budget limitations and in accordance with the Financial Management Policy.

8.3.1. Eligibility for Continuing Education Reimbursement

- Must be a regular, full-time employee.
- Must have at least one-year full-time employment.
- Must meet the performance expectations of his or her current position.
- Must not have any formal disciplinary actions with NVTa within the previous 12 months. Formal disciplinary actions include written warnings, demotions, or suspension.
- Must have an individual development plan in place, reviewed and agreed to by the supervisors with recognition that the educational investment is part of the employee's development for the current job or for a job to which he or she would realistically move into NVTa in the future.
- Undergraduate level and graduate level degree course work, (both credit and non-credit courses such as continuing education & off-site training) are eligible for reimbursement, provided the employee's management agrees that the intended studies relate to the individual's current or potential future job at NVTa. This alignment should be reflected within the employee's individual development plan as noted in their performance evaluation.

- Must have clear alignment between the employee's educational ambitions, the agency's needs, the employee's performance management agreement and individual development plan.
- Must apply for and be pre-approved before enrolling in courses or any other type of formal education such as professional certifications. It is advisable for the request to be made by the employee 60-90 days in advance of the course/program to allow time to consider approval and budgeting, as appropriate.

8.3.2. Education Fees

Tuition for an authorized Agency continuing education program or a college degree is eligible for reimbursement. Education must be relevant to enhancing job knowledge or job-related skills, or for the purpose of qualifying for advancement within the Agency as described in the employee's development plan. Employees are required to prepare a written request outlining the objectives for obtaining the education, expected timeframe, coursework and cost estimates, including tuition and books. The written request is to be submitted to the Executive Director for consideration and discretionary approval prior to enrolling in coursework, provided the employee intends to seek Agency reimbursement. Employees with approved authorization to participate will be required to sign a separate agreement outlining the program guidelines, expectations and estimated reimbursement amount. When an employee's development plan includes obtaining an under-graduate, graduate or master's degree, the agreement will include a commitment to regular full-time service of no less than two (2) years, to commence upon successful receipt of degree.

Depending on the cost or relevancy of the proposed education, the Executive Director may agree to reimburse all or a portion of the estimated cost, not to exceed \$2,500 per fiscal year. Reimbursement amounts over \$2,500 in a single fiscal year may be considered on a case-by-case basis, with additional consideration for federal tax implications. Actual reimbursements are eligible only after the successful completion of each quarter or semester as evidenced by supporting documentation from the college or university. Successful completion is a grade of "C" or higher, or equivalent to Pass for each enrolled course. Expenses for travel, lodging, meals or mileage related to education are not eligible for reimbursement.

In the event that an employee voluntarily terminates their employment with NVTA or is terminated for cause at any time during the course of employment following participation in the Education Fees program, the employee agrees to repay NVTA the pro-rated amount of tuition, associated fees, and taxes, if any, that have been paid for all courses relative to the amount of time the employee has completed working for NVTA. For example, if an employee who earns an undergraduate degree voluntarily separates from NVTA after completing 12 months of full-time service under this program, the employee shall agree to repay one-half of the total tuition reimbursement provided to

the employee. Calculating the employee's pro-rata amount owed will be based on the completion date of the degree and the most recent completed month of service.

Repayment by the employee is required where the employee voluntarily terminates employment before the agreed-upon term service or when the employee is terminated for cause. Repayment will not be required if the termination of their employment is due to death, long-term disability, layoff or involuntary termination for any reason other than cause."

If an employee does not repay any amounts due as indicated above on or before their last day of employment, any such amounts will be deducted from the employee's final paycheck or from other amounts payable to the employee upon or following termination of employment, and will authorize such deduction insofar as these deductions are compliant with applicable law. Employees will also acknowledge that any balance still owed to NVTa after the deductions referenced above must be repaid to NVTa in an arrangement made at termination of employment.

Employees shall be allowed sufficient leave with pay to meet the minimum education coursework requirement. The allowed leave shall be subject to the convenience of the Agency and the approval of the Executive Director.

8.3.3. Membership and Professional Affiliations Fees

Employees are encouraged to be members and active participants in job related professional affiliations. Memberships in professional organizations, and certifications or licenses related to transportation, engineering, financial management, accounting or other governmental affiliations are eligible for reimbursement as approved by the Executive Director. A maximum of two (2) memberships per employee totaling no greater than \$600 per year is available for memberships to be reimbursed to the employee or paid directly by the Agency. The Executive Director may authorize an amount greater than this limit on a case-by-case basis when it is in the best interest of the Agency.

In addition, the Agency encourages and may elect employees to attend meetings, seminars, workshops and/or conferences of the organizations they hold membership to. The employee shall provide evidence of their active participation to support the continued financial support of membership participation. Employees seeking financial support to participate in meetings, seminars, workshops and/or conferences are required to submit such requests in advance for the Executive Director's consideration prior to enrollment and/or registration.

8.3.4. Required Training

There are specific training requirements for certain positions, classifications, and/or all staff identified in California law or NVTa policy. This training will be paid for by the

Agency, with every effort made to provide the training directly rather than reimbursing staff. This training may include but is not limited to:

Anti-harassment and discrimination biannually- CA law (all staff)

Ethics biannually- CA law (Directors and positions designated by the Board)

Fiscal and Financial biannually- CA law (Directors and positions designated by the Board)

Workplace Violence Prevention annually- CA law (all staff)

Cybersecurity – County of Napa Policy (all staff)

Licensure and Training required for position

Certain positions may require specific licenses and training courses or continuing professional development as part of their specifications. For those positions that require professional licensure which expect industry specific training courses to maintain their licenses, the Agency will make reasonable effort to budget for the training. However, it is the employee's responsibility to maintain and document their compliance with the licensure requirements of their position.

NVTA reserved the right to amend these Personnel Policies and Procedures at any time.

POLICIES, PRACTICES AND PROCEDURES MANUAL

CHAPTER 1: PERSONNEL

The Personnel Policies, Practices, and Procedures establish the framework governing employment relationships, workplace expectations, employee benefits, and organizational standards.

The purpose of this manual is to provide clear guidance to employees, supervisors, and management regarding the policies and procedures that promote fairness, consistency, accountability, and compliance with applicable federal and state laws. All employees are expected to become familiar with and adhere to the provisions contained in this manual.

Board of Directors Approved:
06/18/2008

Board of Directors Approved Amendments:
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SECTION 1 INTRODUCTION

Section 1.1. Overview of Personnel Policies

1.1.1 Statement of Policy

The following ~~employment~~ policies, procedures and rules for the administration of employer/employee relations will be referred to as these “Personnel Policies and Procedures.” These Personnel Policies and Procedures are for the guidance of the management, ~~and~~ supervisory staff and for employees of the Agency ~~and their employee organizations~~.

1.1.2 Construction and Limitations

The Personnel Policies and Procedures shall be subject to the following limitations, conditions, constructions and interpretations:

- A. The Agency reserves the right to rescind, revise or supplement the Personnel Policies and Procedures at any time and from time to time.
- B. The Personnel Policies and Procedures do not constitute a contract with any employee.
- C. Employees who are appointed and serve “At Will” have the right to terminate employment with NVTa at any time, with or without advance notice and with or without cause. NVTa, as the employer, likewise has the right to terminate the employment of an At Will employee at any time, with or without advance notice and with or without cause. No one in the Agency other than the appointing authority, e.g. either the NVTa Board of Directors or Executive Director, may alter that At Will arrangement, or enter into an agreement for employment for a specified period of time, or make any agreement contrary to this provision. To the extent any Personnel Policies and Procedures set forth in this document are contrary to or inconsistent with the At Will status of an employee, such policies and/or procedures shall not apply to such employee.
- D. These Personnel Policies and Procedures supersede and replace any earlier policies, rules, regulations, handbooks, manuals, guidelines and practices relating to employment with the Agency.
- E. In the event any section or provision of this manual is declared invalid by a court of competent jurisdiction or is contradictory to any federal or state law or regulation, the remaining provisions shall not be invalidated and shall remain in full force and effect.

1.1.3 Implementation of the Policies

The Executive Director is responsible for developing and amending the administrative procedures that provide the steps and guidelines for carrying out the policies contained in this document. Administrative procedures, which could significantly affect employees or financially impact the NVTa, will be referred to the NVTa Board for approval.

SECTION 2 EMPLOYMENT STATUS

SECTION 2.1 DEFINITIONS

For the purposes of these rules the following definitions shall apply:

Agency: Napa Valley Transportation Authority

Applicant: A person who has made a formal request on a prescribed form in order to qualify for Agency employment.

Appointment: The offer to a person, and his/her acceptance of a position in accordance with the provision of these rules.

At Will: An employment relationship which either party (employer or employee) has the right to terminate at any time, with or without prior notice and with or without cause. This arrangement is called "employment At Will". An At Will employee serves at the pleasure of the appointing authority (in the case of the Executive Director, the appointing authority is the NVTa Board of Directors; in the case of all other At Will employees, the appointing authority is the Executive Director, unless otherwise appointed by the NVTa Board of Directors). An At Will employee is not afforded probationary or permanent employee status. At Will employment status is defined as follows:

- a. At Will employees include the Executive Director.
- b. Part time limited term, temporary, and special status hires separate from a regular, full-time, or part-time permanent staff member and dependent on specific hiring conditions.

Board: The NVTa Board of Directors Members.

Candidate: Any applicant who has been admitted to an examination.

Compensation: Any salary, wage or other emolument paid to an employee for performing the duties of a position.

Continuous Employment: Employment uninterrupted from the date of appointment, except for authorized absence.

Demotion: A change from a position in one class to a position in a lower class.

Discharge: The termination of employment of an employee for disciplinary purposes.

ED: Executive Director

Eligibility List: A list of names of candidates who have been qualified for a specific job.

Employee: Any person who occupies a position in the Agency service and receives compensation for services performed for the Agency.

Employee Representative: An individual who appears on behalf of the employee.

Examination: A test or group of tests to determine the fitness and relative ability of persons seeking employment or promotion.

Exempt Employee: An employee who is not subject to the overtime provisions of the federal Fair Labor Standards Act.

Grievance: A complaint of an alleged violation of a rule or regulation upon which he/she desires official action to be taken.

Layoff: An actual separation from Agency service, an involuntary permanent reduction in work hours, or a demotion in lieu of layoff.

Leave-of-Absence: Permitted absence from duty for a specified period of time.

Minimum Qualifications: Standards of education and experience, knowledge, skills and abilities, and personal and physical characteristics as are prescribed in the class specifications.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time or part-time employment of one person.

Permanent: The status of an employee who is lawfully retained in his/her position after the completion of the probationary period as provided in these rules.

Probationary: The status of an employee who has been certified and appointed as a probationary employee in accordance to these rules. Probationary status constitutes a trial period of six (6) months full employment and is to be considered part of the selection process. Employees receiving a promotion are also subject to a probationary period of six months. A probationary employee may be separated by the Agency from employment service at any time during the probationary period without right of appeal or hearing. Employees may also be subject to a performance related probationary period if an employee performance is not meeting the job requirements of a position regardless of how long that person has been employed by the agency. The length of the probationary period is at the discretion of the supervisor and/or the executive director.

Promotion: Changing from a position in one class to a vacant position in a higher class with a higher salary range without a break in service.

Re-employment Eligibility Lists: Lists established as a result of laying off probationary or permanent employees.

Regular Position: A budgeted position.

Resignation: Separation of an employee made at the request of the employee.

Salary Merit Increase: An increase in salary within the salary range prescribed for the class, based upon performance during the first six months of employment, unless initially appointed above the minimum ~~rangestep~~, and annual adjustments thereafter (based on the Performance Evaluation) until attainment of the top ~~step~~ of the salary range.

Separation: Any termination of employment.

State: The State of California.

Status: The condition of an employee's appointment, such as part-time, At Will, or probationary, permanent, or temporary.

Suspension: An enforced leave of absence without pay for disciplinary purposes.

Temporary: "Temporary" is the status of those persons employed for a temporary period (limited term) to perform a specific task, job or assignment. Such employees are not entitled to holiday pay and shall not earn vacation, personal or sick leave. In addition

temporary employees shall not be eligible for salary merit increases nor entitled to participate in the Agency's retirement program. Temporary employees serve At Will.

Termination: Ending the employment of an employee by the agency.

Transfer: A change from one position to another in the same or similar class without any break in service. Such change in classes must have the same salary range and similar qualifications.

Vacancy or Vacant Position: Any unfilled allocated position in the Agency. A position shall be deemed vacant when it is not filled by an employee in the class to which the position has been allocated.

Year: A twelve (12) month period unless otherwise designated.

SECTION 2.2 HIRING PROCESS

2.2.1 Statement of Policy

This process sets forth procedures to follow when filling position vacancies other than the Executive Director. A vacancy occurs when a job opening will be filled by adding staff or by replacing an employee by either hiring an employee from outside the Agency or by transfer of an existing employee.

2.2.2 Personnel Request

A. Initiation

A request for personnel will be initiated by the Executive Director when a vacancy is to be filled.

2.2.3 Employee Selection

B. Job Vacancy Posted

Job vacancies will be posted on appropriate Agency bulletin board and noticed via email distribution for the purpose of informing existing employees who may wish to submit an application.

C. Advertising

The Executive Director may advertise the job vacancy and, if necessary, list the vacancy with the California Employment Development Department and/or other public sector employment service organization. Temporary and/or part-time openings may be listed with local job placement agencies, local the local colleges, or other appropriate educational institutions and/or online recruitment websites.

D. Employment Application

All applicants, internal and external, will be required to complete an employment application for each vacancy applied. Employment applications are available in the Agency's Human Resources office and on the NVTa web page.

E. Screening Applicants

The Human Resources department shall submit appropriate screening criteria and interview questions to the ED for approval. The ED will screen the applications to identify those that meet the criteria.

F. Interviewing

The ED, or his/her designee, and an additional panel of interviewers if appropriate, will interview employees and applicants that have been selected from the screening process. Interviewers not able to fairly assess the applicant due to a personal relationship or other reason will be disqualified from participating on the panel.

G. Documenting the Interview

During or immediately after each interview, each interviewer shall complete the Interview Rating Sheet which is provided to assist in arriving at a final decision. Appropriate numerical values representing the degree of each evaluation factor, based on the interview, job-related experiences or skills, or other pertinent criteria depicting the candidate's qualifications, shall be entered on the Interview Rating Sheet form. The order of qualified candidates shall be from the highest to the lowest total point value.

H. Selection

The decision concerning which candidate to select rests with the ED.

I. Notification.

Once the decision to hire or promote has been approved, it will be the responsibility of the Human Resources department to notify the prospective employee of his/her acceptance (pending any required background check) and the unsuccessful applicants of their rejection.

2.2.4 Relocation Assistance

NVTA recognizes that attracting highly qualified candidates may require recruiting beyond the immediate geographic region. To support the recruitment of qualified applicants and address workforce needs in competitive labor markets, the Agency may provide relocation assistance to eligible employees who are required to relocate their primary residence to accept employment with NVTA.

Relocation assistance may be offered when the Executive Director determines that:

- A position is difficult to recruit.
- Specialized qualifications are required.
- The candidate resides outside the normal commuting area.
- Relocation is necessary to support Agency operations.
- Recruitment efforts would benefit from relocation assistance.

Relocation assistance is discretionary and should not be considered an expectation or condition of employment. All relocation assistance is subject to available funding and budget authority. Relocation Assistance shall not be considered part of an employee's base compensation.

2.2.54 Placing Employee on the Payroll

Duties of the Executive Director or Designee:

1. The prospective employee will be given a conditional offer of employment conditioned upon the successful completion of a background check.
2. A background check may be conducted. If the prospective employee passes this part of the screening process, he or she may be required to take a medical exam
3. Upon successful completion of the background check and medical exam, the following steps will be taken:
 - (a) The ED will send an offer letter to the prospective employee, which must be signed and returned.
 - (b) A start date is coordinated with the Human Resources department.
 - (c) The prospective employee will be given an orientation interview covering the information identified in Section 2.3.2 of these Policies and Procedures.

SECTION 2.3 NEW EMPLOYEE ORIENTATION

2.3.1 Statement of Policy

All new employees will participate in a new employee orientation meeting with representatives from Agency administration and the employee's Supervisor.

2.3.2 Content of Orientation

The subjects that should be covered during such orientation, as applicable, include the following:

J. Information to Be Covered By Administration

- Job description
- Workplace harassment policies/training
- Personnel Policies and Procedures
- Personnel records and files
- The probationary period and extension (applicable to rehires, promotions, and transfers, as well as for new hires (other than At Will hires).
- Wages and salaries
- Performance evaluation
- Safety

- Employee communications and office decorum
- General working conditions
- Organizational chart

K. Information to Be Covered Regarding Benefits:

- Group insurance programs
- Employee's retirement and deferred compensation plans
- Workers' Compensation medical and disability coverage
- Payroll forms such as W-4, automatic deposits, etc.

L. Information to Be Covered By Human Resources

When the employee reports to work, the Human Resources department will review with the employee the general employment conditions, as applicable, including but not limited to:

- Introduction to fellow workers
- Organization and purpose of the Agency
- Attendance
- Safety
- Other related policies and procedures applicable to the employee

When the employee reports to work, the Department Head will review with the employee the general employment conditions, as applicable, including but not limited to:

- Specific job duties, training and performance standards
- Employee assignments

SECTION 2.4 Probationary Period

2.4.1 Statement of Policy

The probationary period is the final and most important phase of the selection process and is used for assessing the performance, ability, conduct and fit of the employee in the position to which appointed. During the probationary period the employee may be separated by the Agency at any time and for any reason, with or without cause.

All appointments to full-time and part-time positions, other than At Will appointments, are subject to the provisions of Section 2.4 and serving a probationary period. During the probationary period, employees are not eligible for time off using accrued vacation hours, personal leave hours, management leave hours or other paid time off (PTO). Request for time off must be approved by their supervisor and will be unpaid. Accrued sick leave may be used at any time and are subject to the provisions of Section 7.3.

2.4.2 Duration of Probationary Period

A probationary period shall be for six (6) months for all employees, and shall begin on the first date of employment or promotion. An employee shall not attain regular full-time status in the new position until he or she has completed a probationary period of six (6) months continuous service in that position.

The term “continuous service” as used in this section means a period of six (6) months of work uninterrupted by a leave of absence. Where such interruptions occur, the Agency may extend the probationary period.

2.4.3 Termination of Probationary Period

Permanent status of the probationary employee shall begin after receipt of a positive evaluation no sooner than the end of the probationary period.

A probationary employee may be separated by the Agency from service at any time during the probationary period without right of appeal or hearing.

2.4.4 Rejection of Probationer Following Promotion

For any employee who fails to satisfactorily complete the probationary period following a promotion, the provisions of Section 2.8.5, Procedure When Employee Does Not Pass Probation, shall apply.

2.4.5 Effect of Leaves of Absence on Probationary Period

An employee who is on leave of absence without pay during his/her probationary period may have the probationary period extended by his/her supervisor. The extension may be up to the amount of time of the leave without pay. The Agency shall notify the employee of the extension in writing prior to the end of the probationary period as provided in Section 2.4.2.

SECTION 2.5 Job Classification

It is recognized that the creation and/or redesign of job classifications for all Employees, including the establishment of duties and the qualifications required therefore, are exclusive functions of Agency management.

All positions are evaluated according to necessity, relative skills required to do the work, and in some case, the market. Positions that are similar in type of work, level of difficulty and level of responsibility are grouped together in the same class. All positions in the same class are treated alike in such matters as salary and minimum qualifications.

The Executive Director and Human Resources will periodically review the work performed by employees to determine whether they are appropriately classified. If the duties of a position are found to have changed substantially, or the need for maintaining the position is at issue, the supervisor may recommend that the position be re-evaluated, reclassified, or abolished. Similarly, job descriptions will be prepared for any new positions which will be evaluated and classified according to their relative worth.

SECTION 2.6 Job Descriptions

Job descriptions define essential and other duties that an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature or as needed.

Full job descriptions and salary ranges are available for review and will be provided by Human Resources upon request.

SECTION 2.7 Assignment and Transfer

2.7.1 Statement of Policy

While it is management's intent to schedule work and assign personnel in such a manner as to achieve maximum utilization of the respective employee's abilities, and while it is management's intent to encourage an employee's progression upward in the same line of work, it is recognized that conditions which affect Agency's operations will require flexibility in work assignments to permit cross-training and to stabilize the workload among departments. It is therefore also recognized that as conditions require, management will assign, and Management Employees and Non-Management Employees will perform, duties which may not be within the usual scope of classification responsibilities.

2.7.2 Temporary Assignments

If an employee is temporarily assigned to the full duties and responsibilities of a higher classification, he /she will be paid a higher rate for the entire period when working in the higher wage classification. If assigned to a lower wage classification, the employee will not earn less than he or /she would normally earn in a pay period in his/her regular classification.

A temporary job classification assessment form must be submitted to and approved by the Executive Director in advance.

SECTION 2.8 Promotion

2.8.1 Statement of Policy

It is the intent of the Agency that vacancies shall be filled by internal promotion of qualified Agency employees when feasible. The Agency reserves the right to recruit externally. When a vacancy requires recruitment, the Application Procedure in Section 2.8.1 should be followed.

The Agency may consider promotional advancement based on merit and qualifications to an employee ready to assume a role of greater responsibility and more complex duties. Promotional advancement is considered an appointment and does not require a recruitment process. This advancement to a higher classification level must have written justification, approved by the Executive Director and salary increase allotted in the budget before final appointment. All promotional appointments are required to serve a six-month probationary period adhered to Section 2.8.4.

2.8.2 Application Procedure

When the Agency intends to fill a job opening, a notice of such opening listing essential qualifications and functions of the job shall be placed on appropriate Agency bulletin board. Employees shall have five (5) working days to apply for the position from the date of posting. All interested employees must file an application to be considered for the open position. In the event that no employees apply or are qualified for the position, the Agency

may seek other applicants. The five (5) day in-house posting period may be reduced or waived when management is faced with emergency circumstances.

2.8.3 Criteria for Selection

M. Minimum Qualifications

To be considered a qualified applicant for any opening, an applicant must possess the minimum qualifications established for the position and, if applicable, pass any physical examination or drug and alcohol test that may be required as a conditional offer of employment.

N. Other Qualifications

The employee's qualifications will also be assessed in accordance with the priorities listed below:

- Test score, if test is given
- Related experience
- Ability to progress in position
- Documented performance
- Oral interview
- Experience and performance in previous Agency employment; and
- If all else is equal, upon length of employment with the Agency.

2.8.4 Probationary Period

Employees promoted to another position within the Agency shall serve a probationary period in the new position for the purpose of allowing the Agency to assess the employee's performance, ability, conduct and fit in the new position as provided in Section 2.4.2. Promoted employees who hold a regular-full time status may continue using PTO during this promotional probationary period.

2.8.5 Procedure When Employee Does Not Pass Probation

If the employee is unsuccessful in the new position, the following procedure will apply:

O. If a Vacancy Exists

The employee will be returned to his or her former position provided a vacancy still exists.

P. If a Vacancy Does Not Exist in the Former Position

1. The employee will be afforded the opportunity to compete in a vacancy for another position for which the Agency determines he or she is qualified.
2. If no other vacancy exists, or if the employee is unsuccessful in the bidding process for a vacant position, the employee may be laid off. Layoff; however, for a period of one year following layoff, the employee will be eligible to be rehired in the first available opening for which he or she is determined to be qualified.

SECTION 2.9 Anti-Nepotism Policy and Non-Fraternization Policy

2.9.1 Statement of Policy

The Agency's policy is to hire, promote and transfer employees on the basis of individual merit and to avoid any hint of favoritism, conflict of interest or discrimination in making such decisions. The employment of relatives, spouses or domestic partners is regarded as a potential violation of this policy. Even if favoritism, an actual conflict of interest, or discrimination is not shown, the existence of the situation may precipitate an appearance of unfairness or conflict of interest.

2.9.2 Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility

An employee's relatives, spouses or registered domestic partners (as defined under state law) may only be employed within the same work area, department or Agency facility when the following criteria are met:

3. Such employment does not adversely affect safety, morale, security, internal financial control, or supervision and the individuals involved do not work in direct supervision of each other.
4. An employee neither initiates nor participates in making institutional recommendations or decisions which would directly affect employment status of their spouse, registered domestic partner or relative(s). These recommendations/decisions include, but are not limited to, selection, appointment, retention, tenure, work assignments, promotion, demotion or salary.

The Agency may prohibit assignment or reassign employees if, in its sole discretion, it finds that any of the above criteria are not met.

2.9.3 Application of the Policy

5. "Relatives" refer to persons related by blood or marriage, or any relative residing in the immediate household of the employee (including, but not limited to: wife, husband, parent, child, grandparent, brother, sister, in-laws, aunt, uncle, step relatives).
6. This policy also applies to persons who are registered domestic partners as defined under state law.

2.9.4 Marriage or Registered Domestic Partnership Arising Between Employees While Employed

1. Should two employees marry or form a registered domestic partnership while both are employed by the Agency, they may continue their employment in the same jobs provided that the criteria set forth in Section 2.9.2 are met.
2. If the criteria are not met, one of the employees in the marriage, or registered domestic partnership, must change jobs, work locations or leave the Agency. The couple will make a decision within thirty (30) days of the marriage or partnership, as to which of the two of

them will change positions. If this decision is not made within 30 days, based upon its business needs, the Agency reserves the right to determine which employee will be transferred or whose employment will be terminated based upon the operational interests and needs of the Agency.

2.9.5 Non-Fraternization

In order to promote the efficient operation of the Agency and its business and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security and morale, and possible claims of sexual harassment – managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this provision will be subject to discipline, up to and including discharge.

SECTION 2.10. Performance Evaluation

An employee serving a six (6) month probationary period shall receive evaluations from their immediate supervisor at completion of the employee's probationary period. A three (3) month evaluation may be conducted by their immediate supervisor upon request by the employee or if the employee is not meeting a minimum performance standard as outlined in the job description. Failure to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees, by the six-month review will be considered as failing probation. An employee may be released from employment upon failing probation or at the discretion of the Executive Director an employee failing to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees at the end of their six-month probation review may have their probation period extended to up to three (3) months.

Evaluations for permanent employees shall be completed annually.

Such evaluations shall be on forms and under procedures prescribed by the Executive Director.

Salary movement through a pay grade will be based on performance which is reviewed on an annual basis on the employee's anniversary date.

Pay grade ranges are approximately 20% from beginning step to the top of the pay grade. An employee may receive an increase within their pay grade based upon their performance and NVTB Board allocation of a salary pool. Once an employee reaches the top of their pay grade they will still be subject to annual performance reviews.

The pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano County Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater.

The results of the performance evaluation shall be taken into account in the following ways:

7. A discretionary leave of absence will be granted only to an employee whose last evaluation was at least satisfactory.

8. The general record of service as well as specific and immediate disciplinary charges will be taken into account when disciplinary action against an employee is proposed and the discipline, if any, is assessed.
9. Merit salary increases will be determined by the Executive Director and can be awarded only to those employees whose current overall evaluation is at least "Fully Exhibits" or above for management positions, and at least a "Meets Standards" or above for non-management positions.
4. If a non-probationary employee is at "Does Not Exhibit or Building Competencies" in two or more specific areas, or receives an overall rating of "Does Not Exhibit" that employee will be evaluated again within three months. Continued failure to meet performance expectations will lead to further disciplinary action up to and including discharge.

SECTION 2.11. Resignation

Any employee, other than the Executive Director or At Will employees, wishing to leave service in good standing shall file with the Agency a signed written resignation giving at least two weeks' notice of his/her intention to leave the service, unless the Agency consents to an earlier separation.

The written resignation shall be forwarded to the Executive Director. The Executive Director may request an exit interview with the separating employee.

Any employee who leaves service without so filing a written resignation shall have such fact entered in his/her service record and may, by action of the Executive Director, be denied employment opportunities with the Agency in the future.

SECTION 2.12. Layoff

2.12.1 Statement of Policy

When it is necessary to reduce the working staff of the Agency for lack of work or lack of funds or for other causes outside of the worker's control, the Agency shall determine the classes of positions in which the reduction is to be made and the number of positions to be affected, except that this Section 2.12 shall not apply to At Will employees. Reduction in staff within the designated classes of positions shall occur in the following order:

10. Employees who have temporary status.
11. Employees who are probationary.
12. Part-time regular employees.
13. Full-time regular employees.

2.12.2 Layoff Order

The Agency shall determine the employees to be laid off within a class of positions on the basis of an employee's performance and/or special qualifications needed by the Agency.

2.12.3 Notice

The Agency will give employees notice of any reduction in staff at least two weeks prior to the effective date.

2.12.4 Reinstatement from Layoff

Full-time employees who are laid off will be given the right of first refusal in filling future vacancies in the position from which he/she was laid off for a period of one year.

2.12.5 Benefits

During periods of lay off, health care coverage remains available if premiums are paid by the employee in accordance with carrier regulations and limitations and COBRA/Cal-COBRA laws as applicable. Such benefit will be available for a period of time consistent with COBRA/Cal-COBRA.

SECTION 2.13. Personnel Files

2.13.1 Statement of Policy

The Agency maintains personnel files on all employees. The files contain confidential information such as job applications, resumes, documentation of performance, salary changes, benefit elections and other employment records.

2.13.2 Employee Responsibility to Ensure Accuracy of Personnel Records

The accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the Agency. It is the employee's responsibility to keep the Agency updated on personal information so that the Agency may effectively handle those programs and tasks which are for the employee's benefit.

In order that the Agency may keep complete and current records, it is mandatory that the employee notify the Agency office immediately whenever there is a change in the employee's following information:

14. Address
15. Telephone Number (Note: As a condition of employment, it is necessary that the employee present a telephone number where he/she can be reached by his/her Supervisor directly without having to go through other parties.)
16. Person to notify in the event of an emergency.
17. Name, through marriage or otherwise.
18. Marital status
19. Number of dependents
20. Insurance beneficiary
21. Military Status

22. Driver's license number and date of expiration when a condition of employment.

2.13.3 Duty to Provide Accurate Information

Any misrepresentations, falsifications, or material omissions by an employee on his or employment documents may result in disciplinary action up to and including termination of employment.

2.13.4 Access to Personnel Files

An employee may request to review his or her personnel file by submitting a written request twenty-four hours in advance to the Executive Director or designee. If an employee disagrees with any item contained in his or her personnel file, the employee may add a document containing his or her version of the disputed item.

SECTION 3 HOURS OF WORK AND COMPENSATION

SECTION 3.1 Work Schedules

3.1.1 Work Schedules

New employees will be advised of their work schedules when they commence employment with the Agency. From time to time, it may be necessary for the Agency to change employee work schedules. Employees are expected to cooperate with these changes and are expected to arrange their personal schedules to comply with their assigned work hours.

3.1.2 Standard Work Schedule

The standard work schedule is forty (40) hours. The core work hours are 9:00 a.m. to 4:00 p.m. with at least 30 minutes for lunch. The standard hours and/or days of a standard work schedule may be altered upon request by the supervisor and with approval of the Executive Director. Alternate Work Schedules (9-80's AND 4-10's) may be authorized by the Executive Director and approval will be placed in the employees personnel file. Employees with an alternate work schedule are required to sign and abide by the Alternate Work Week Schedule Policy. Employees in a probationary period are not eligible to participate in an alternate work schedule.

3.1.3 Standard Work Week

The Standard workweek is a seven-day period beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.

3.1.4 Flex Time

"Flex time" occurs where an employee varies his or her regularly scheduled start or end time. It is confined to a normal work week as defined above.

Flex time for employees is subject to prior approval by the employee's supervisor and the Executive Director. Prior written approval from employee's supervisor and the Executive Director shall be obtained no later than the conclusion of the previous work shift.

Exempt employees are expected to be on duty at the times they can most efficiently discharge those tasks relative to supervising their employees and to meet other business requirements such as meetings or public outreach events. If this is at a time other than normal business hours they can notify the Executive Director and have their normal duty hours changed to so reflect.

SECTION 3.2 Meal and Rest Breaks

3.2.1 Meal Breaks

Employees shall take an unpaid 30 or 60 minute meal break. Such meal break shall be scheduled at approximately mid-way through the workday.

3.2.2 Rest Periods

Employees are permitted one 15-minute rest period for each four (4) hour work period. These breaks shall be scheduled about midway through each four (4) hour period.

3.2.3 Meal and Rest Breaks May Not Be Combined or Postponed

Rest and meal periods are provided so the employees may rest, obtain nourishment and rejuvenate during the workday. Employees may not combine rest periods or add them to meal breaks. Nor may employees postpone their rest or meal periods to the end of the workday in order to leave earlier.

SECTION 3.3 Compensation

3.3.1 Statement of Policy

As a public entity, the Agency is committed to rendering the highest level of service possible at a fair and reasonable cost. The Agency's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of Agency employees. In order to attract and retain highly competent employees, promote continuous superior performance, and give full recognition to Agency financial constraints, the following criteria will be considered in establishing employee compensation:

23. The impact of compensation on the cost of services, financial position of the Agency, and overall operational cost.
24. Compensation paid for similar work in other public and private organizations.
25. The relative value of individual employee's services to the success of the Agency.
26. The general and specific performance of employees.
27. Status of the labor force, economic conditions, recruitment and retention experience, and other factors influencing the maintenance of a stable and efficient work force.

The Executive Director or their designee shall develop an annual Salary and Benefits package for submission to the Board each year. The schedule shall set forth the positions approved by the Board, together with proposed salary ranges and employee benefits, for the upcoming fiscal year beginning July 1. Salary ranges and employee benefits are to be reviewed and considered by the Board for adjustment for each fiscal year as part of the budget adoption.

3.3.2 Wage Rates

Employees will be paid within the salary range established for their job classification. A list of job classifications and applicable salary rates is maintained in the Agency's business office.

From time to time, salary rates may be adjusted to reflect inflation, deflation or other cost of living changes. The Bay Area Consumer Price Index, and/or the

average of salary adjustments for Napa County, Sonoma County Transportation Authority, and Solano County Transportation Authority as published at the time of the Executive Director's development of the recommended annual Salary and Benefits package shall be referred to in considering the possible adjustment of salary rates. Nothing herein shall constitute an implied or specific agreement by Agency to grant cost of living increases or as to the amount of any such increase. The purpose of this provision is to provide a framework for the development of the annual Salary and Benefits package that is subject to review and approval by the Board.

3.3.3 Cost of Living Adjustments (COLA)

Cost of Living Adjustments help employees maintain purchasing power in response to inflation and changing economic conditions.

As Agency employees do not have collective bargaining representation or other formal mechanisms through which compensation adjustments are negotiated, responsibility for ensuring fair and reasonable compensation rests with the Executive Director. The pay schedule and job classifications are generally reviewed and established each fiscal year through NVTB Board adoption.

On a periodic basis, but no less than two years, the Executive Director and HR Manager will review and consider COLA implementation based on the following:

- Bay Area Consumer Price Index (CPI-U).
- Regional inflation trends.
- Labor market conditions.
- Agency financial resources.

At the discretion of the Executive Director and subject to Board approved budget availability, the Agency may extend a COLA adjustment to the base salary of eligible employees.

The COLA adjustment calculation shall be in alignment with the Consumer Price Index (CPI) of San Francisco/Bay Area region from a twelve-month period ending in the December immediately preceding the budget year. Effective COLA adjustments may not exceed 4%. At reason, the Executive Director may approve adjustments outside of that range based upon economic conditions and budgetary capacity.

Nothing contained herein shall create an obligation or guarantee that a COLA will be granted in any fiscal or calendar year.

Eligible employees are:

- Regular, Full-time
- Actively employed by the effective date*.
- In good standing.

*Employees in their New Hire Probationary Period on the COLA effective date are not eligible for the adjustment. Upon successful completion of probation, as documented in a performance evaluation, the COLA adjustment will be applied retroactively to the effective date.

To ensure salaries and benefits remain competitive and in line with the job market salary trends, a compensation study will be conducted no less than every five years.

3.3.4 Longevity Pay

Longevity Pay is intended to recognize and reward employees for their long-term commitment, dedication, institutional knowledge, and continued service to the Agency. The Agency recognizes that experienced employees provide significant value through their knowledge of Agency operations, historical decision-making, regulatory requirements, stakeholder relationships, organizational culture, and technical expertise. Retaining experienced employees contributes to operational continuity, workforce stability, succession planning, and the efficient delivery of public services. Longevity pay is intended to supplement, but not replace, other compensation programs.

The purpose of this program is to:

- Encourage long-term employment with the Agency.
- Recognize employee loyalty and commitment.
- Reward the accumulation of institutional knowledge and expertise.
- Reduce employee turnover.
- Promote workforce stability.
- Support succession planning and knowledge transfer.
- Enhance recruitment and retention efforts.
- Recognize the value of experienced public sector professionals.

Longevity Pay Schedule

Eligible employees may receive a one-time longevity payment upon attaining the following years of continuous service from date of hire:

<u>Years of Continuous Service</u>	<u>One-time Longevity Payment</u>
<u>5 Years</u>	<u>1% of Base Salary</u>
<u>10 Years</u>	<u>1.5% of Base Salary</u>
<u>15 Years</u>	<u>2% of Base Salary</u>
<u>20 Years</u>	<u>2.5% of Base Salary</u>
<u>25 Years</u>	<u>3.0% of Base Salary</u>

Longevity pay is subject to approved budget and is not a guarantee. Longevity pay shall:

- Be calculated on base salary.
- Become effective upon reaching the employee's hire anniversary date.
- Be a one-time payment not incorporated into employee's base pay
- Be considered supplemental wages and subject to applicable federal, state, and local tax withholding.

Nothing in this policy shall create a contractual right or guarantee future longevity payments.

3.3.53 Pay Schedule

Wages will be paid on a bi-weekly basis. Wages will be paid within fourteen (14) calendar days following the end of the pay period. If paid by check in lieu of direct deposit, such paychecks not picked up by 4:00 p.m. on payday will be mailed.

3.3.64 Payroll Deductions

An employee's earnings and payroll deductions are shown on a check stub with the employee's paycheck. The check stub should be examined and retained for personal records.

The Agency will make the following deductions from an employee's earnings:

Q. Mandatory Deductions

1. Federal Income Tax (Withhold Tax)
2. State Income Tax
3. State Disability Insurance (S.D.I.)
4. Garnishments/Wage Attachments

R. Employee Authorized Deductions

1. Employee deferred compensation contributions
2. Medical and dental insurance contributions
3. Other Deductions Agreed Upon in Writing by the Employee and permitted by law.

3.3.5 Updating Payroll Information

During the course of employment, changes affecting payroll status will probably occur from time to time. Examples are changes in marital status, name change due to marriage, changes in number of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the Human Resources department.

SECTION 3.4 Timekeeping

3.4.1 Employees

S. Time Sheet

Each employee is responsible for preparing an individual time sheet weekly. The employee should accurately record regular and authorized overtime hours worked and leave usages. Time sheets must also reflect the accurate coding within the timekeeping system for each job performed during the week.

T. Submission of Time Sheets

Each employee must electronically submit his or her time card, verifying its accuracy, and have the time sheet reviewed and approved by his/her supervisor or Designee. Employees are expected to submit their time sheets promptly as directed by the Executive Director, or his/her Designee.

3.4.2 Consequences of Falsifying Time Records

Falsification of time sheets, recording time for another or signing the timesheet of another will result in disciplinary action up to and including discharge.

SECTION 3.5 Overtime

3.5.1 Statement of Policy

Overtime work may be necessary to complete a work assignment or tend to the public's needs. Examples are special events, community outreach and emergency service. Overtime must be required by and authorized by his/her supervisor. Refusal to work, after requested to do so under those circumstances, will be grounds for disciplinary action.

3.5.2 Exclusion from Policy

For purposes of determining entitlement to overtime pay under the federal Fair Labor Standards Act (FLSA), employees will be either classified as exempt or non-exempt based upon the nature of their duties. Exempt employees are not entitled to overtime pay.

3.5.3 Overtime Pay

An employee who works overtime shall be compensated at a rate of one and one half (1 ½) time the employee's regular rate of pay in cash or compensatory time off. Employees must specify at the time of timesheet submittal how they would like to be compensated.

Unless otherwise provided below, overtime is defined as any time actually worked in excess of forty (40) hours in an employee's standard workweek. For employees on an alternate work schedule (including four (4)-ten (10) and nine (9)-eighty (80) schedules), overtime is defined as any time actually worked in excess of an employee's standard work day in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek.

Overtime pay must be approved in advanced by employee's supervisor and the Executive Director prior to performing the work.

SECTION 4 STANDARDS OF CONDUCT

SECTION 4.1 Equal Employment Opportunity

4.1.1 Statement of Policy

The Napa Valley Transportation Authority is an equal opportunity employer. The Agency does not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on an applicant's or employee's race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal, state or local law.

The Agency subscribes to all federal and state laws that are intended to protect the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of the foregoing characteristics.

4.1.2 Employee, Supervisor and Management Responsibilities

All employees are charged with the responsibility of furthering equal employment opportunity by identifying and reporting incidents of discrimination. Agency managers and supervisors are further required to ensure that principles of equal employment opportunity and non-discrimination are followed with regard to recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, pay and other forms of compensation, training and general treatment of employees during employment.

In any instance where an employee believes that this policy has been violated, that employee is encouraged to consult with the Agency's Executive Director. If the alleged violator is the Executive Director, contact Human Resources to direct you to consult with the Chair of the Board with the assurance that no reprisals (retaliation) or otherwise adverse action will be taken against the employee.

SECTION 4.2 Anti-Harassment/Discrimination Policy

4.2.1 Statement of Policy

The Agency is committed to providing a work environment free from harassment and discrimination as defined by this policy. Agency policy prohibits discrimination, sexual harassment and harassment because of race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal and state law. All such harassment and discrimination is prohibited. Persons protected from harassment and discrimination under this policy includes job applicants, employees and independent contractors. Applicants, employees or independent contractors are protected from harassment that is perpetrated by Agency officials, managers, supervisors, employees, and by

non-employees when the harassment occurs in the course of Agency work. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

4.2.2 Definitions

U. “Discrimination”

For purposes of this policy, discrimination may occur by either:

1. Treating members of a protected class less favorably because of their membership in that class. The protected groups are based upon race, age, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, gender or self-identified gender.
 - a) “Sex” is defined as including, but not limited to pregnancy, childbirth, or medical conditions related to such pregnancy, as well as one’s gender (see California Government Code, section 12926(p)).
 - b) “Gender” is defined as including a person’s sex, gender identity and gender related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth (see California Penal Code, section 422.56).
2. Having a policy or practice that has a disproportionately adverse impact on protect class members.

V. “Harassment”

Conduct which constitutes harassment in violation of this policy includes, but is not limited to:

1. Making or using derogatory comments, slurs, jokes or epithets which are related to an individual’s race, religion, gender, self-identified gender, sex, or is of a sexual nature, or are based on any other identified protected category, as set forth in section 4.2.2.A.1. above, or are otherwise deemed inappropriate.
2. Assaulting, touching, impeding or blocking movement, making derogatory gestures, or any physical interference with normal work movement which is motivated or related to an individual’s protected status as set forth in section 4.2.2.A.1, above.
3. Displaying derogatory posters, letters, poems, graffiti, cartoons or drawings that involve or relate to an individual’s protected status as set forth in section 4.2.2.A.1, above.
4. Sexual harassment as defined in section 4.2.2.C, below.
5. Retaliation against an employee, or person who provides services to NVTa pursuant to a contract or other covered individual who:

- a) Files or responds to a bona fide complaint of harassment or discrimination; or
- b) Acts as a witness or otherwise cooperates in the investigation of a harassment or discrimination complaint; or
- c) Serves as an investigator in processing complaints of harassment or discrimination.

C. Sexual Harassment”

1. For purpose of this policy, sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - a) Submission to, or rejection of, such conduct is used as the basis for employment decisions that influence or affect an individual’s career (such as promotions, salary, employment conditions or other aspects of a career development); or
 - b) Such conduct unreasonably interferes with an individual’s job performance;
 - c) Creates an intimidating, hostile or offensive work environment.
2. All of the conduct described in 4.2.2.B. (1)-(3), above, when it is of a sexual nature; or
3. Deliberate, repeated or unwelcome sexual advances, offering employment benefits in exchange for sexual favors or making or threatening reprisals after a negative response to sexual advances.

Sexual harassment can occur between employees of the opposite or same sex. It is prohibited for males to sexually harass females or other males, and for females to sexually harass males or other females.

4.2.3 Zero Tolerance

The Agency maintains a zero tolerance stance regarding violations of this policy. This means that serious cases of employee harassment, discrimination or retaliation related to a complaint made pursuant to this policy will lead to recommendations for immediate dismissal by the Executive Director.

Conduct of the nature prohibited by this policy will be considered misconduct and will subject an offending employee to disciplinary action even if the conduct does not rise to the level of legally actionable harassment, discrimination or retaliation.

4.2.4 Complaint and Investigation Procedure

Employees and contractors should not wait until a situation becomes severe or pervasive or impairs their work performance before reporting harassment or discrimination. The Agency’s goal is to prevent harassment and, if it does occur, to stop it at the earliest opportunity.

If the employee believes that he/she has been harassed or discriminated under this policy, or if the employee believes he/she has witnessed harassment or discrimination, the employee should inform his/her supervisor, Human Resources, or the Executive Director of the Agency as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors or management employees who are aware or have been notified of any alleged incident of harassment or discrimination must immediately refer all such complaints or reports to Human Resources and to the Executive Director.

If the Executive Director is the harasser, the employee can report the harassment/discrimination to the chairman of the Board of Directors.

If the employee does not feel comfortable reporting the incident to his/her supervisor, Human Resources or the Executive Director, he/she may report the incident to any other supervisory or management employee, or the chair of the Board of Directors.

Whenever the Agency is made aware of a complaint or report of harassment/discrimination under this policy, the Agency will conduct an immediate, thorough and objective investigation of the situation. Cooperation with such investigations is required of all employees.

If the Agency determines that harassment/discrimination prohibited by this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Agency to have engaged in prohibited harassment/discrimination will be subject to appropriate disciplinary action, up to and including termination.

In addition to the foregoing methods of complaint, an applicant, employee or contractor may choose to file a harassment/discrimination complaint with the California Department of Fair Employment and Housing at <http://www.dfeh.ca.gov> or the federal Equal Employment Opportunity Commission at <http://www.eeoc.gov/>.

4.2.5 Prohibition on Retaliation

The Agency strictly prohibits retaliation against any applicant, employee or contractor who complains of harassment or discrimination or participates in any manner in an investigation into workplace harassment/discrimination. Examples of retaliation prohibited by this policy include the following:

- Disciplining a complainant or rejecting a complainant for employment because it is believed the allegation of harassment is untrue or the allegation of harassment/discrimination is not supported by subsequent findings of an investigation;
- Subjecting complainants or witnesses to materially adverse employment decisions because of their participation in a workplace harassment/discrimination complaint or investigation;

- Ostracizing or demonstrating hostility to a complainant or witnesses because of their participation in a workplace harassment/discrimination complaint or investigation.

If the Agency finds that any employee, including a supervisor or manager, has engaged in retaliation, he or she shall be subject to disciplinary action, up to and including discharge.

4.2.6 Prevention

Prevention is the best method for avoiding harassment, discrimination and retaliation. Supervisory and managerial employees are charged with the responsibility of taking steps to prevent harassment/discrimination and retaliation from occurring in the workplace. Failure to take appropriate action to prevent and/or correct harassment/discrimination or retaliation shall be deemed a violation of this policy and shall subject the offender to disciplinary action up to and including discharge. If the Executive Director is the harasser, the employee can report the harassment/discrimination to the Chair of the Board of Directors who will investigate the complaint in the same manner that the Executive Director would investigate complaints filed by other employees. If the employee does not feel comfortable reporting the incident to his/her supervisor, or the Executive Director, he/she may report the incident to any other supervisory, management employee or Human Resources.

SECTION 4.3 Mutual Respect and Courtesy Rule

It is the Agency's philosophy and practice to treat one another with respect and courtesy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

SECTION 4.4 Reasonable Accommodation

4.4.1 Statement of Policy

In furtherance of the Agency's policy to provide equal employment opportunity, the Agency will provide reasonable accommodation to allow people with physical or mental disabilities to apply for employment and perform their jobs.

4.4.2 Conditions Covered By This Policy

W. Disability

The term "disability" means:

1. A physical or mental disorder or condition that limits one or more of the major life activities of such individual; or
2. A record of disorder or condition; or
3. Being regarded as having such a disorder or condition.

X. Conditions Excluded

Individuals who currently use drugs illegally are not protected by the disability laws and do not have rights to reasonable accommodation. This includes people who

use prescription drugs illegally. However, persons who no longer use drugs illegally and have either successfully completed a supervised drug rehabilitation program, or are currently participating in a supervised rehabilitation program, or desire to voluntarily enter and participate in such a program do have protection as provided under applicable disability laws.

4.4.3 Examples of Reasonable Accommodation

Each request for an accommodation will be evaluated on a case-by-case basis. Reasonable accommodation may include:

- Making existing facilities used by employees readily accessible to and usable by individuals with disabilities;
- Job restructuring or modified work schedules;
- Acquisition or modification of equipment or devices;
- The provision of qualified readers or interpreters;
- Appropriate adjustment or modifications of examinations, training materials or policies; and/or
- Reassignment to a vacant position.

4.4.4 Requests for Reasonable Accommodation

To request reasonable accommodation under this policy, an applicant or employee must submit a written statement to the Human Resource Department which indicates the general nature of the physical or mental disability and identifies his or her abilities and functional limitations with respect to the job limitations of the disability. The statement should also request reasonable accommodation because of the limitation(s) caused by the disability. The applicant or employee shall assist the Agency in determining if and what reasonable accommodation might be provided by identifying:

1. Any special methods, skills or procedures which would enable him or her to perform tasks or functions that he or she otherwise might not be able to perform because of his or her disability;
2. The potential accommodations the Agency might make that would enable him or her to perform the essential functions of the job, properly and safely, including special equipment, changes in the physical layout of the job or other accommodation; and
3. Any equipment aids or services that the applicant or employee is willing to provide and utilize that the Agency is not required to provide.

If the applicant or employee requires secretarial or other assistance in preparing the request due to his or her disability, such assistance will be provided upon request.

4.4.5 Medical Information

An applicant or employee who identifies himself or herself as having a disability and who requests reasonable accommodation will be required to provide documentation, including medical documentation, sufficient to establish the existence of the physical or mental disorder or condition, the limitations caused by the condition, and the need for accommodation.

Any information obtained regarding the medical condition of the applicant or employee will be collected and maintained on separate forms, in separate medical files, and treated as a confidential record. Such confidential information may be released as follows:

4. To inform the supervisors and managers of the disabled employee regarding any restrictions on the work or duties of the employee or accommodations necessary;
5. To inform first aid and safety personnel, when appropriate, if the disability may require emergency treatment;
6. To respond to requests from governmental officials investigating compliance with the disability laws; and
7. To workers' compensation offices and second injury funds as required by law or for insurance purposes under certain conditions for those who establish, sponsor or administer health or life insurance benefit plans.

4.4.6 The Interactive Process

The Interactive Process can begin in a number of ways. However, unless the disability or the need for accommodation is obvious, it is the responsibility of the employee to inform the supervisor or the Human Resource Department that an accommodation is needed in order to perform the essential job functions. However, the duty to provide a reasonable accommodation may arise even when no request is made, e.g., when the supervisor, Executive Director, or Human Resources becomes aware of the disability, whether or not there is a request by the employee for a reasonable accommodation. Once the need for reasonable accommodation is known, the Agency, by and through the employee's supervisor, or Executive Director, and Human Resources department, will engage in the Interactive Process, which includes, but is not limited to:

1. Review of the essential functions of the position;
2. Engagement in an interactive dialogue with the employee to ascertain the precise job related limitations imposed by the employee's disability and how those limitation would be overcome with reasonable accommodation;
3. In consultation with the employee, identification of the potential reasonable accommodations and assess the effectiveness each would have in enabling the employee to perform the essential functions of the position;

4. Consideration of the preference of the employee to be accommodated regarding an alternative employment reassignment; and
5. Selection and implementation of the reasonable accommodation most appropriate for the Agency in collaboration with the employee's input.

4.4.7 Miscellaneous Guidelines

8. Reasonable accommodation does not negate requirements for good job performance, successful completion of assigned training, adherence to generally accepted standards of behavior and adherence to supervisory instructions.
9. An employee with a disability who is reassigned to a vacant, lower classified position as an accommodation will receive the lower salary of that position.
10. If the essential job functions and/or duties of a position occupied by an employee with a disability are expanded, revised or modified, the conditions and procedures stated shall apply to any evaluation of the employee's ability to perform the essential functions of the changed, revised or modified position and the Agency's determination whether reasonable accommodation can be provided.
11. An employee who has a question regarding the application of the policy and procedure should contact the Executive Director.

SECTION 4.5 Appearance, Conduct and Hygiene

4.5.1 Statement of Policy

Agency employees are expected to maintain professionalism in the workplace to promote a positive impression for staff, stakeholders, and visitors. Employees often come into contact with the public, which judges the quality of the Agency service by the appearance and conduct of its employees and has the right to expect workplace appropriate clothing, neat appearance, good manners, orderly workspaces and competent and respectful service. Therefore, Agency employees will be expected to adhere to the following guidelines.

4.5.2 Guidelines on Appearance, Conduct and Hygiene

12. All employees are expected to exercise good hygiene and be well groomed.
13. All employees having long hair or wearing a moustache or beard must keep them clean, trimmed, combed, and otherwise groomed so as not to interfere with worker safety.
14. Employees must dress in a manner that demonstrates propriety, is functional, and affords them safety from unnecessary risk of injury. Office employees should not wear shorts, sweatpants, tank tops, shabby or holey denims, or suggestive or inappropriate clothing.

15. When, on occasion, employees have to deal with discourteous persons, it is especially important for them to maintain their friendly attitude. Continuing courtesy on the part of employees will do much to promote an excellent relationship between the Agency and the community.
16. All Employees are expected to exercise tidiness and organization in all areas of the workspace, including their assigned workstation. The workstations are to maintain desktops free of clutter, food, loose papers and non-essential items.
17. Secure all sensitive or confidential documents in locked cabinets and log out or shut down computer systems when not in use.
7. Employees are responsible for ensuring walkways and common areas are clear and unobstructed.

SECTION 4.6 Attendance and Punctuality

4.6.1 Statement of Policy

In order to offer high quality service, the Agency's operations must be appropriately staffed. Absenteeism and tardiness cause undue burdens on co-workers and impede the service the Agency provides to the community. Therefore, regular attendance and punctuality are job requirements for all employees of the Agency.

4.6.2 Reporting Requirements

18. Employees are expected to report to work on time and ready for duty at the time prescribed.
19. Employees may not leave work without prior supervisory approval during working hours or prior to the end of a scheduled work time.
20. Employees who foresee the need to be absent, tardy or leave early from work should notify their supervisor/Department Head, Human Resources, the Administrative Assistant and the Executive Director of the anticipated absence as far in advance as practicable and obtain approval for such absence.
21. An employee who will be absent or late to work must notify their supervisor/Department Head, Human Resources, the Administrative Assistant and Executive Director prior to the start of the employee's shift. This process must be repeated daily unless the employee is on an approved leave of absence. An employee must keep their supervisor/Department Head, Human Resources, and Executive Director informed of when he or she plans to return to work. An employee who does not return to work from a leave of absence on the approved date shall be deemed absent without leave (AWOL) and shall be subject to automatic resignation.

22. An employee who is physically unable to provide notice of an absence prior to the start of the employee's work day must provide notice as soon as practicably possible.
23. Absences, including tardiness, must be accurately reported on time sheets in 15 minute increments. Employees who are tardy will not be paid for the time they are absent.

4.6.3 Discipline

Failure to provide a supervisor with advance notice of an absence or late arrival for work, frequent or prolonged absenteeism or tardiness, or falsification of time records may result in disciplinary action up to and including discharge.

Employee absences which are protected by law (e.g., military leave, workers compensation leave, family medical leave, "kin care" leave, pregnancy disability and other approved disability leaves, witness or jury duty leave, voting leave, court appearances for crime victims, and leave for certain school activities) will not be counted in determining whether the employee is meeting job requirements for attendance.

SECTION 4.7 Secondary Employment

4.7.1 Statement of Policy

The Agency expects its employees to devote full attention to their Agency responsibilities during regularly scheduled work hours. The Agency will not tolerate any secondary employment, which interferes in any way with the performance of duties for the Agency including, but not limited to, the following:

24. Actual conflict in hours of employment;
25. Being tired or unfit for duty because of outside employment;
26. Where the secondary employment creates an actual or apparent conflict of interest in regard to Agency employment.

4.7.2 Notification and Approval

Employees must notify the Agency of all secondary employment. Any employee who engages in after or before hours work at a secondary job must accomplish the following:

27. Receive the written permission of the Executive Director prior to accepting secondary employment. In the case of the Executive Director, he/she must receive authorization from the Board of Directors;
28. When requested by the Executive Director, obtain from the secondary employer a waiver of liability for the Agency;
29. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of NVTa;

30. Once approval is granted by the Executive Director, immediately notify the ED if the secondary employment poses an actual or potential conflict with regards to the employee's Agency employment.

SECTION 4.8 Causes for Discipline

4.8.1 Statement of Policy

The purpose of this policy is to establish standards of conduct and work performance for employees that are consistent with the efficient and effective delivery of public services. When conduct or job performance does not meet these standards, the Agency will endeavor to provide employees with a reasonable opportunity to correct the deficiency in the Agency's sole judgment.

4.8.2 Standards of Conduct

The standards set forth below are intended to provide employees with notice of what is expected of them and provide examples that may lead to disciplinary action, up to and including discharge. This list is not meant to be exhaustive or all inclusive, but rather it is a set of examples of unacceptable behavior for which disciplinary action could result

31. Poor performance; unsatisfactory work quality or quantity;
32. Neglect of duty, including sleeping on the job;
33. Insubordination;
34. Excessive absenteeism or tardiness;
35. Unexcused absences, failing to properly report absences, or leaving work early without permission;
36. Failure to keep supervisor aware of employee's whereabouts during duty time when availability may be required;
37. Misuse of or damage to Agency tools, vehicles, equipment or other property;
38. Moving violations or accidents in an Agency vehicle;
39. Violation of safety rules or practices;
40. Falsifying, altering or making a material omission on employment, medical, financial, payroll, timekeeping, or other Agency records;
41. Performing non-Agency work during work hours;
42. Dishonesty;
43. Special treatment or favoritism of one customer over another;
44. Use, possession, sale or being under the influence of alcoholic beverages or illegal drugs during work hours or on Agency premises (including vehicles) or other violation of the drug and alcohol policy;
45. Violation of the anti-harassment or discrimination policies;

46. Fighting, engaging in violent or threatening behavior or other conduct in violation of the Agency's workplace violence policy;
47. Discourteous treatment of the public or other employees, as defined by the Mutual Respect and Courtesy Rule (Section 4.3);
48. Conviction of a crime that reflects unfitness for the employee's position or unfitness to work around the Agency's employees, property or the public;
49. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the Agency and his or her employment; and
50. Other violation of Agency policies or rules.

SECTION 4.9 Discipline

4.9.1 Statement of Policy

The purpose of this policy is to establish procedures for the discipline of employees; *except Section 4.8 shall not apply to At Will or temporary employees.* When the job performance or the conduct of a probationary or permanent employee falls below standards set by the Agency, including the Standards of Conduct set forth in Section 4.7, then depending on the severity of the misconduct or performance problem, the Agency may take disciplinary action, up to and including discharge.

4.9.2 Progressive Discipline

The Agency will endeavor to afford the employee with an opportunity to improve when dealing with performance or conduct problems. Different types of discipline may be utilized as determined appropriate in the sole discretion of the Agency and discipline need not adhere to a sequential order of progressive discipline. Types of discipline may include: verbal or written warnings, written reprimands, suspension without pay, demotion and discharge.

Y. Suspension without Pay

For more severe violations or continued, uncorrected performance or misconduct problems, an employee may be suspended without pay. Where suspension without pay is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

Z. Demotion

The Agency may impose a demotion to a position having a lower salary range for disciplinary purposes. A disciplinary demotion may be utilized for continued, uncorrected performance deficiencies. Where demotion is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

AA. Discharge

Discharge will be considered for severe violations, failure to respond appropriately to prior performance improvement plans, and/or multiple disciplinary infractions in a short period of time. Where misconduct is severe and egregious, immediate discharge may be imposed. Where discharge has been recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal. The discharge will be documented in the personnel file.

4.9.3 Administrative Leave

In cases involving alleged severe employee misconduct, or where the presence of the employee may interfere with the investigation into the employee's alleged misconduct, or where the interests of public or workplace health and safety or the Agency's business operations may be jeopardized by the employee's presence, the Executive Director may place the employee on paid administrative leave pending an investigation into the circumstances. During such administrative leave, the employee will be required to be available by telephone to the Agency during regular business hours and to promptly respond to requests for information by the Agency. The employee should not enter Agency premises during administrative leave without permission by the Executive Director.

4.9.4 Procedures for Disciplinary Action of a Permanent Employee

Where discipline of a permanent employee involves disciplinary actions that result in loss of salary or change in employment status (such as suspension without pay or demotion or discharge), the following provisions shall apply:

A. Notice of Proposed Discipline

The employee's supervisor shall inform the employee in writing of the proposed disciplinary action, which shall not be effective until at least five days from the date the notice of proposed action is served on the employee. This notice shall include a copy of the charges and the reasons for the proposed disciplinary action. This notice shall also include a copy of all relevant documents upon which the proposed disciplinary action is based. The notice shall advise the employee of his/her right to respond to the proposed action either in writing or to hold a meeting to respond (Skelly meeting). Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after deposit with the U.S. postal service.

B. Skelly Meeting

The employee may request a meeting to respond to the proposed disciplinary action. The meeting shall be held with the appropriate manager. Following the meeting or employee's written response, the ED or manager shall determine whether to proceed, modify, or set aside the proposed disciplinary action.

C. Notice of Discipline

The employee shall be informed in writing of the final disciplinary action. A copy of the Notice of Discipline shall be placed in the employee's personnel file. This notice shall include a copy of the charges, the reasons for disciplinary action, and

provide the effective date of the action. This notice shall also include a copy of all relevant documents upon which the disciplinary action is based. The notice shall advise the employee of his/her right to appeal the disciplinary action. Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after the date of deposit with the U.S. postal service.

D. Right to Appeal

Within five days of service of the Notice of Disciplinary Action, a permanent employee may request to appeal the disciplinary action in writing to the ED. An employee may only appeal a disciplinary action that results in loss of salary or change in employment status. The ED, or ED's designee, shall serve as the hearing officer for the disciplinary appeal. The hearing officer shall make findings based upon the written statement of the charges and upon information presented at the hearing, both oral and in writing. The hearing officer shall determine whether there is just cause for the discipline and whether the discipline is appropriate. The hearing officer may approve, modify, or withdraw the disciplinary action. The hearing officer shall notify the manager of his/her determination in writing. The hearing officer's decision is final and binding.

SECTION 5 HEALTH AND SAFETY ON THE JOB

SECTION 5.1 Job Safety

5.1.1 Statement of Policy

The Board of Directors desires to maintain a safe place of employment for Agency employees, and to that end Agency management will make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.1.2 Employee Responsibility

It is the obligation of employees to become familiar with the provisions of the Agency Safety Manual and the Illness and Injury Prevention Program and to work accordingly. Further, employees are required to report to their supervisor all unsafe conditions encountered during the course of their work.

5.1.3 Injury Reporting

Prompt Reporting

All employees of the Agency are covered by Workers Compensation Insurance and any injury or disability arising out of and in the course and scope of employment, however slight, shall be reported by the injured employee to the Executive Director and Human Resources as promptly as possible following its occurrence.

SECTION 5.2 Workplace Violence Prevention Plan

5.2.1 Statement of Policy

The Napa Valley Transportation Authority is committed to the safety and security of its employees, customers, and visitors to its workplace. To prevent workplace violence, the Agency will address behavior that suggests a propensity for violence prior to a violent behavior occurring in accordance with the established plan as required by [SB 533](#).

NVTA's Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, contractors and the Chief of Cal/OSHA and/or designee.

5.2.2 Responsibility and Authority

The Executive Director, or assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Executive Director, or designee, shall solicit feedback and input from employees in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents. Staff training and

evaluation of identifying workplace hazards will occur at time of hire, annually and as needed based on the plan's effectiveness.

Managers and Supervisors Responsibilities include:

- Implementing the plan in their work areas;
- Providing input to the Administrator regarding the plan;
- Conduct inspections of their work areas to identify workplace violence hazards per accordance with the Cal/OSHA Plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees Responsibilities include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

5.2.3 Conduct Prohibited By This Policy

The Agency will not ignore, condone, or tolerate threats of violence or workplace violence by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- Threats of violence include both verbal and non-verbal conduct that causes a person to fear for their safety because there is a reasonable possibility they might be physically injured and that serves no legitimate work-related purpose.

- Workplace violence means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others.

Workplace violence includes the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
- An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury

Workplace violence can be categorized into four types:

Type 1: Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime

Type 2: Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors

Type 3: Workplace violence against an employee by a present or former employee, supervisor, or manager

Type 4: Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee

5.2.4 Reporting Procedure

Everyone has the responsibility to prevent violence in the workplace. Employees are encouraged to report any incident that may be a violation of this policy to an Agency manager or supervisor and may use the Workplace Violence Reporting Form to assist in their report. An employee may also reach out to the NVTB Board Chair and/or General Counsel if the employee believes the workplace violence is being caused by a manager or supervisor, or not satisfactorily resolved by a manager or supervisor.

E. Emergencies

Where an injury has occurred or it appears to an employee that there is an immediate danger of injury, the employee should call 911 immediately for help. Personal safety is the first priority. The employee should inform their supervisor, Human Resources or the Executive Director of the emergency as soon as possible.

F. Non-Emergencies

In all other cases where an employee is aware of any conduct that violates this policy, the employee should immediately report it to his or her supervisor, Human Resources or the Executive Director.

5.2.5 Corrective Actions

All reports of workplace violence will be taken seriously and dealt with promptly. Any person who engages in violent or threatening behavior shall be subject to removal from the premises as quickly as safety permits. Investigations into reports of workplace violence will be conducted by the Executive Director, Human Resource Manager and manager designee. Employees who are found to have violated this policy may be subject to disciplinary and/or corrective action, up to and including discharge based on the investigation findings. Additionally, all reporting parties will be notified as to how the Agency is responding to the reported incident and of the resolution, to the extent allowed by law.

In appropriate cases, the Agency may also seek temporary protective or restraining orders to keep offending individuals away from Agency facilities or employees. The incident and correlating information will be documented in the Violent Incident Log for recordkeeping, corrective action, and reporting purposes.

The Agency will not tolerate retaliation or intimidation against any employee who makes a report of workplace violence or participates in an investigation of such a complaint.

5.2.6 Recordkeeping

The Human Resource Manager will be responsible for record maintenance. Records of workplace violence hazard identification, evaluation, and correction will be created and maintained for a minimum of five years.

Training records will be created and maintained for a minimum of one year and include training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions.

Violent incident logs will be maintained for a minimum of five years.

Records of workplace violence incident investigations will be maintained for a minimum of five years. These records shall not contain "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code.

SECTION 5.3 Alcohol and Drug Free Workplace

5.3.1 Statement of Policy

The Agency has a vital interest and obligation in maintaining safe, healthful and efficient working conditions for its employees and in supplying products and services safely to customers. Employee possession of and/or being under the influence of drugs or alcohol on the job are inconsistent with these interests and obligations. This policy and procedure establishes the rules, rights and obligations of all employees and Agency contractors regarding the use, possession, sale, or transport of alcohol and drugs on Agency property or while conducting Agency business.

5.3.2 Definitions

G. Legal Drug

A legal drug includes prescribed drugs and over the counter drugs, which have been, under US law, legally obtained and are being used for the purpose for which they have been prescribed or manufactured.

H. Illegal Drug

An illegal drug includes any drugs and drug synthetics which have not been legally prescribed or obtained, such as: stimulants, depressants, hallucinogens, narcotics,

volatile substances, and any substance by which its nature alters normal physical or mental functions.

I. Under the Influence

For purposes of this policy and procedure, “under the influence” means that the employee is affected by a drug or alcohol or combination of both in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional medical opinion, a scientifically valid test, and in some cases such as alcohol, by management opinion.

J. Agency Property

Agency Property includes lands owned, leased or upon which the Agency has a right-of-way, buildings, facilities, vehicles, equipment, parking lots, and company owned property used by employees such as lockers, desks, cabinets, etc.

K. Reasonable Suspicion

Reasonable suspicion is a belief based on objective and documented facts or evidence sufficient to lead a reasonable, prudent person to suspect that an employee is under the influence of alcohol or drugs so that the employee’s ability to perform the duties of the job is impaired, or so that the employee’s ability to perform his/her job safely is reduced.

5.3.3 Pre-Employment Drug and Alcohol Screening

The Agency may maintain a pre-employment drug and alcohol screening practice designed to prevent the hiring of persons who use illegal drugs, or who use legal drugs or alcohol to the extent that safe job performance would be impaired on safety sensitive positions.

L. Notification to Prospective Employees

Prospective employees will be notified of the Agency’s drug and alcohol policy and pre-employment alcohol and drug screening test prior to an offer of employment and, usually, at the time they are interviewed for a position.

M. Time of Test

Finalists for Agency employment will receive a conditional offer of employment that may be contingent upon passing an alcohol and drug screening test and any physical examination requirement for the position being sought. The drug and alcohol screening test will be administered by a medical laboratory qualified to administer such test.

N. Consent to Test

Upon receipt of a conditional offer, the prospective employee must consent to the drug and alcohol screening test and must sign an Authorization for Release of Physical Examination Results, permitting the test results to be released to the Agency.

O. Disqualification from Employment

A candidate for Agency employment shall be disqualified from further consideration for employment upon any of the following occurrences:

1. Refusal to consent to a drug and alcohol screening test or refusal to authorize the release of the results to the Agency.
2. A positive test for illegal drugs or alcohol.
3. A positive test for legal drugs which, after medical consultation, the Agency determines will impair the candidate's ability to safely perform the job in question or will jeopardize the well-being of others.

5.3.4 Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs

P. Illegal Drugs and Alcohol

Having possession of, manufacturing, distributing, using, being under the influence of, selling, or transporting illegal drugs or alcohol by any employee while on the job, on Agency property, or while conducting Agency business is prohibited. Reporting to work under the influence of illegal drugs or alcohol is also prohibited.

Q. Notification of Criminal Drug Conviction

Any employee who is convicted of or pleads guilty or no contest to a drug-related crime occurring in the workplace must immediately report such conviction or plea to the Executive Director.

R. Legal Drugs

The use of or being under the influence of any legally obtained drug by any employee while on the job, on Agency property, or while conducting Agency business is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, the public, the employee's job performance, or the safe and efficient operation of the Agency. An employee may continue to work even though under the influence of a legal drug if the employee's supervisor has determined, after consulting with the Executive Director and the employee's doctor that the employee can work safely. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.

S. Notification

An employee must notify his/her supervisor before commencing work when taking any medication or drug, prescription or nonprescription, which may interfere with safe and effective performance of duties and/or the operation of Agency equipment.

5.3.5 Reasonable Suspicion Testing

When a supervisor/manager has a reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee may be directed to take a drug and alcohol test. The facts and circumstances of the supervisor's/managers reasonable suspicion shall be documented in writing and provided to the

employee. The Executive Director must approve the employee's referral for a drug and alcohol test.

T. Conduct of Test

All drug or alcohol tests shall be conducted by a reputable laboratory of the Agency's choice.

U. Valid Prescriptions

An employee shall have the right to provide, within 24 hours of the drug or alcohol test, a valid prescription for any medication or drug which may be identified during the test. The prescription must be in the employee's name and be prescribed by a licensed physician prior to the drug or alcohol test.

V. Refusal to Take Test

An employee who refuses to submit to a drug and alcohol test that has been approved by the Executive Director, shall be relieved from duty without pay, and if intoxicated or physically or mentally impaired, be taken to his/her place of residence. Refusal to take a test under this policy will subject the employee disciplinary action, up to and including discharge.

5.3.6 Search or Inspection of Agency Property for Illegal Drugs or Alcohol

Employees have no expectation of privacy in Agency-owned equipment, including desks and cabinets. The Executive Director may search or authorize the search of desks and cabinets. The Executive Director may authorize the search or inspection of Agency-owned lockers for illegal drugs or alcohol whenever there is reasonable suspicion.

5.3.7 Disciplinary Action

Violations of the provisions of this policy and procedure will result in disciplinary action, up to and including discharge.

5.3.8 Drug and Alcohol Assistance Programs

W. Voluntary Assistance

The Agency encourages employees to voluntarily seek outside assistance for drug or alcohol abuse problems prior to the need for Agency action. Employees are invited to use the Employee Assistance Program (EAP) contracted by the Agency. Administration also maintains a list of approved drug and alcohol abuse agencies and facilities, and a request may be made to the Executive Director for assistance. Such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee. An employee's decision to seek assistance from an outside rehabilitation agency or facility will not be used as the basis for disciplinary action.

X. Seeking Assistance After Alcohol or Drug Related Misconduct

It is the responsibility of an employee to seek assistance before drug and alcohol problems lead to disciplinary action. Once a violation of this policy occurs, subsequently entering into a rehabilitation program will not necessarily lessen

disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

SECTION 5.4 Fitness for Duty

5.4.1 Statement of Policy

In furtherance of the Agency's goal to maintain a safe, healthful and productive environment, all employees reporting for work and during times when they are paid subject to call shall be fit for duty. "Fit for duty" means the ability to perform all required physical and mental tasks associated with the employee's job duties to a satisfactory level and without endangering self, others, or property.

5.4.2 Employee Responsibility

No employee shall report to work while unfit or remain on the job after becoming unfit (for any reason) to perform his/her job duties. Failure of an employee to comply with this requirement may result in disciplinary action, up to and including discharge.

5.4.3 Pre-Employment Medical Examinations

The Executive Director may identify job classifications within the Agency that will require a pre-employment medical examination. Finalists for these positions will receive a conditional offer of employment that is contingent upon the candidate successfully passing a pre-employment medical examination and drug and alcohol test. The purpose of the pre-employment medical examination is to determine if the candidate is fit to perform the duties of the job for which he or she is being considered.

Y. Notice

All employment applicants for these positions will be informed of the medical and drug/alcohol testing requirements prior to receiving the conditional job offer. Usually, notice will be given in the job announcement and during the interview process.

Z. Consent

Finalists who receive a conditional offer of employment will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any or all of these tests will not be considered for employment for the position for which he/she has applied.

AA. Examination

All examinations will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the candidate for employment is capable of performing all duties of the job as required by the job description and physical requirements checklist.

BB. Examination Results

A candidate who is deemed unfit or unable to perform the duties of the job as a result of the medical examination will be informed of the results of the examination. The candidate may provide medical evidence that he/she is physically fit and able to perform the duties of the job, which will be considered before a final determination is made.

5.4.4 Post-Employment Fitness for Duty Examinations

If a supervisor/manager has a reasonable cause to believe that an employee is physically or mentally unfit to perform the duties of his/her job, the supervisor/manager may recommend that the employee to submit to a fitness-for-duty examination. The Executive Director shall have the authority to approve the recommendation.

CC. Reasonable Cause

Reasonable cause means that the supervisor/manager believes that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his or her job duties safely is reduced, and that the supervisor's belief is based upon observations or evidence that has been documented.

DD. Examination

Any such examination will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the employee is capable of performing all duties of the job as required by the job description and physical requirements checklist.

EE. Examination Results

If the examining physician determines that the employee is fit for duty, the employee shall be released to return to work. If the examining physician determines that the employee is not fit for duty, the physician shall notify both the employee and the Executive Director. The employee will not be permitted to return to work until he/she is released by the physician. One or more subsequent fitness-for-duty examinations may be required in order to determine that the employee is fit to return to work.

5.4.5 Confidentiality of Examination Records

All documentation of pre-employment and fitness for duty medical examinations will be maintained in confidential and secure medical files, separate from applicant hiring files and separate from employee personnel files.

SECTION 5.5 Driving

5.5.1 Statement of Policy

Observation of the law and safe driving practices shall be the top priority of all employees assigned to drive an Agency vehicle or who operate a personal vehicle in the performance of Agency business.

5.5.2 Driver's License Requirements

All employees who operate an Agency vehicle, or who operate a personal vehicle in the performance of Agency business, must possess and carry a valid, current California Driver's License of the proper class (and endorsements) for the vehicle operated.

A. Employee Responsibilities

1. Employees are responsible for maintaining a valid, current California driver's license of the proper class and endorsements before operating an Agency vehicle or driving a personal vehicle on Agency business. Any employee who operates an Agency vehicle or a personal vehicle in the performance of Agency business without a valid, current California Driver's License will be subject to disciplinary action up to and including discharge.
2. Employees who drive Agency vehicles or drive a personal vehicle on Agency business must notify their supervisor immediately in writing when their driver's license has expired or been suspended or revoked.

B. Agency Responsibilities

1. Managers shall notify the Executive Director when they have notification that an employee's driver's license has expired or been suspended or revoked.
2. The Executive Director shall not allow an employee with an expired, suspended or revoked driver's license to operate an Agency vehicle or a personal vehicle on Agency business.
3. It is the responsibility of Human Resources Manager to see that all employees are properly licensed for any vehicles they are to drive on Agency business.

C. Effect of Failure to Maintain Valid, Current Driver's License

Where the employee's applicable written job description requires driving an Agency vehicle or a personal vehicle on Agency business, and an employee fails to maintain a valid, current California Driver's License, the employee will be disqualified from such employment and terminated.

D. Reasonable Accommodation of Disabled Employees and Applicants

Where driving is a requirement for a particular position, an applicant or employee who does not possess a valid, current California Driver's License because of a disability may be eligible for reasonable accommodation. For example, if driving is a non-essential function of a particular position, the driving function may be reassigned as a reasonable accommodation for the disabled worker or applicant. If

driving is an essential function of the employee's position, other accommodation such as reassignment to a different position may be feasible. Each situation will be addressed on a case by case basis. Requests for reasonable accommodation should be addressed to the Executive Director.

E. DMV Automatic Pull Notice

For employees who drive an Agency vehicle or who drive a personal vehicle on Agency business, the Agency may obtain periodic reports from the Department of Motor Vehicles that reflect actions and activities on an employee's driver's license record. These reports will be forwarded to the employee and his or her manager for review and "initialing off" that it is true and accurate by both the manager and the employee. Afterwards, the Pull Notice is placed in the employee's personnel file.

5.5.3 Good Driving Record

Every employee authorized to drive an Agency vehicle or drive a personal vehicle while on Agency business must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. The Agency may at the time of employment, or from time to time thereafter, obtain a copy of an employee's driving record to assess the employee's suitability to drive.

5.5.4 Compliance with Traffic Laws

Employees driving Agency vehicles or driving personal vehicles while on Agency business must be familiar with and obey the State Vehicle Code. Such drivers must also obey local traffic rules, traffic control signs, posted speed limits and parking restrictions. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

5.5.5 Use of Seatbelts

Seatbelts shall be worn by all occupants of Agency vehicles and by employees operating personal vehicles while on Agency business. The use of seatbelts is the law.

SECTION 5.6 Smoking

In keeping with the Agency's intent to provide a safe and healthful work environment and in compliance with state and local law, smoking in enclosed Agency facilities or vehicles is strictly prohibited. Smoking is allowed only on authorized breaks and lunch breaks, and only outside of work facilities so as not to disrupt Agency operations.

SECTION 6 EQUIPMENT AND PROPERTY

SECTION 6.1 Use and Care of Agency Property

6.1.1 Statement of Policy

The Agency provides its employees with the use of tools, equipment, property and facilities that are necessary for the performance of their work. Employees are expected to exercise care in the use of Agency property and to use such property only for authorized Agency business. Misuse or negligence in the care of Agency property may result in disciplinary action. Agency property issued to an employee must be returned at the time an employee terminates employment or when the employee's supervisor requests its return.

6.1.2 Damage or Loss of Agency Equipment

Employees must promptly report to their supervisor all damage to or loss of Agency equipment. Lost or broken tools, equipment and other gear will be replaced by the Agency, but excessive loss or breakage will result in the employee being subject to disciplinary action.

6.1.3 Key/Access Card Distribution

Keys/Access Cards to Agency locks are issued only to employees and other authorized individuals. Each key/Access Card is numbered and issued by the Agency office to a specific individual. Exchanging keys/Access Card, giving keys/Access Cards out, or copying keys/Access Cards is expressly prohibited and may lead to disciplinary action.

6.1.4 Personal Use of Agency Property

Agency tools, vehicles, equipment and facilities are provided for use on Agency business only. Personal use of Agency property is prohibited. Employees are prohibited from displaying personal property for sale on Agency premises or property.

6.1.5 Personal Tools or Property

The Agency will provide all tools and equipment reasonably required to perform the assigned work. The use of an employee's personal tools, vehicle or other equipment is not required and will be permitted only in unusual circumstances.

To deter theft or damage to personal property, employees are discouraged from bringing any personal property into the workplace and should not leave any personal belongings of value in the workplace. The Agency assumes no responsibility for loss or damage to the personal property of an employee.

6.1.6 Agency Access to Property

The Agency retains full title and control, including the right of inspection, over equipment, property and facilities provided for employee use. Employee privacy rights do not extend to work-related conduct or the use of Agency facilities, Agency owned equipment or property. All offices, work areas, desks, file cabinets, files, computers, data storage devices remain the property of the Agency. Therefore,

any agent or representative of the Agency can inspect these items or areas at any time, with or without prior notice.

6.1.7 Entry onto Private Property

All employees shall make a diligent attempt to contact property owners prior to entry upon private property when performing maintenance and repair tasks. Each employee is responsible for immediately reporting to the Agency office any damage to private property, buildings, trees, crops, fences, pipelines or other damage caused as a result of Agency work or operations or the use of Agency equipment.

6.1.8 Purchasing

All purchasing of materials and services must adhere to the Agency's standard practice.

SECTION 6.2 Phones, Computers, and Other Electronic Equipment

6.2.1 Statement of Policy

The phone, voicemail and computer systems are Agency property. Agency phones, radios, computers and other electronic equipment (copiers, fax machines, PDAs (e.g. Blackberry or other Personal Data Assistant device), etc.) should be used for Agency business purposes only. The Agency reserves the right, in its sole discretion, to access these systems, including employee voicemail, e-mail and data stored on computers, at any time. Any personal or personally confidential activities should be conducted at home on personal equipment, not at work.

This Policy is also intended to notify employees that all Agency Information Systems and their contents are not confidential or private. That is, all data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure, and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 6250 et. seq.). Therefore, there is no expectation of privacy in the use of the Agency's Information Systems.**

The Agency reserves the right to access and monitor employee use of the Agency's Information Systems as well as any stored information created or received by employees with the Agency's Information Systems. The reservation of this right is to ensure that the Agency's Information Systems are used securely and appropriately in an ethical and lawful manner.

6.2.2 Phone Usage for Personal Reasons

While it is understood that the use of the Agency's telephones for personal reasons is occasionally necessary, this privilege must not be abused. Such conversations should be limited to exigent situations and must be kept brief. Personal toll calls are not to be charged to the Agency.

6.2.3 Internet Usage

Access to the Internet is provided for the benefit of the Agency and its employees in the performance of their work. It allows employees to connect to information

resources around the world. Employees are responsible for seeing that the Internet is used in a productive, work-related manner.

The Internet shall not be used for personal gain, solicitation of non-Agency business, or advancement of individual views. Employees may not use Agency-provided Internet service to access sexually explicit or other material that would run afoul of the Agency's anti-harassment policy, nor to access gambling or gaming sites, or similarly inappropriate information.

Personal usage of the Internet must be kept to a minimum and during employee break or lunch time.

6.2.4 Decorum of Communications

Employees must conduct themselves professionally and in a businesslike manner when using Agency telephones, radios, voicemail, or e-mail systems. Employees are prohibited from using Agency telephones, radios, voicemail or e-mail systems in any way that is disruptive or offensive to others including, but not limited to, transmitting information derogatory of other employees, sexually explicit information, racial or ethnic slurs, or anything else that may be construed as harassment or disparaging of others. No messages shall be transmitted under an assumed name. Users may not attempt to obscure the origin of any message.

6.2.5 Installation or Duplication of Software

Employees may not add or install personal software programs on Agency computers. Further, the Agency prohibits illegal duplication of software and its related documentation. Employees may only use software contained on Agency computers according to the Agency's software licensing agreement.

6.2.6 Discipline

Violations of any aspect of this policy may result in disciplinary action up to and including discharge.

SECTION 6.3 Agency Vehicles

6.3.1 Statement of Policy

The Agency may provide employees with use of Agency-owned vehicles for performance of their duties. Observation of safe driving practices shall be the top priority of all persons assigned an Agency vehicle, as well as proper care of Agency equipment.

6.3.2 Operator Qualifications

Every driver of an Agency vehicle must have a valid and current California driver's license for the type of Agency vehicle driven and must be authorized by the applicable Agency management employee to drive an Agency vehicle.

Every authorized Agency driver must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. Conviction for driving under the influence, careless or reckless driving, or any similar moving offense of parallel gravity, whether

or not in an Agency vehicle and whether or not on duty, may be the basis of termination of status as authorized driver.

6.3.3 Compliance with Law

All drivers must comply with all applicable motor vehicle laws when driving an Agency vehicle. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

6.3.4 Vehicle Categories

For purposes of this policy, each Agency vehicle shall be placed in one of the following categories:

6.3.5 Limitations on Use of Vehicles

The following rules shall apply to the use of all Agency vehicles:

- A.** Agency vehicles shall only be used for official Agency business. When an employee uses an Agency vehicle in any other manner, that employee shall be deemed to be not on official Agency business.
- B.** Agency vehicles shall only be driven by employees or officers of the Agency. With the approval of the Executive Director, Agency vehicles may be used by non-employees, such as consultants or independent contractors, when it is determined to be in the best interest of the Agency.
- C.** Agency vehicles shall not be used to transport large personal items, such as sports equipment or animals, or for private towing or hauling of personal belongings or property of others.
- D.** Seat belts shall be worn by all occupants while riding in or operating Agency vehicles. The use of seat belts is the law.
- E.** The use of cellular phones and electronic devices are prohibited while driving Agency owned vehicle(s).
- F.** No Agency vehicle shall be used to push-start another vehicle.
- G.** Pets, waterfowl, poultry, fish, reptiles, etc. are not permitted in Agency vehicles, nor are firearms of any type.
- H.** All Agency personnel are required to keep their assigned Agency vehicles in a clean and safe operating condition at all times. No modifications, changes, additions, addition of any accessory, custom part or the removal of any factory or Agency item on any Agency vehicle shall be permitted without the express approval of the Executive Director.
- I.** Each driver of an Agency vehicle will be responsible for calling any needed repairs or adjustments on his or her vehicle to the attention of the Executive Director. Each driver will be responsible for verifying that his or her vehicle has proper and functioning brakes, lights, windshield wipers, etc.

- J. All Agency personnel are required to report damage and defective Agency equipment as soon as possible after detection to ensure that damaged items or potentially damaged items are repaired and that service schedules are not exceeded.
- K. Each employee will be responsible for immediately reporting to their supervisor/Department Head or to the Executive Director any accident in which he or she is involved as a driver of an Agency vehicle. The employee will further prepare a detailed report of the accident, which report is to be submitted directly to the Executive Director or designee. This includes any accidents will on company duty in a private vehicle.
- L. Excessive acceleration and other showings of vehicular power occurring on Agency premises or on private or public property when in an Agency vehicle and the same occurring on Agency premises, whether in a personal vehicle or in an Agency vehicle, is not permitted.
- M. All Agency personnel shall "lock" and "secure" Agency vehicles when left unattended.
- N. Agency personnel involved in auto accidents should not volunteer information or admit liability, but merely respond as necessary to uniformed officers. They should request that their Supervisor, or the Human Resources Manager to notify police or call for medical assistance at the scene when necessary.
- O. Authorized Passengers:
 - 1. Adults on Agency business are permitted to ride in Agency vehicles, but only to the extent that seat belts are available.
 - 2. Any individual who is not participating in agency business, including family members, friends and all children are not permitted in Agency Pool Vehicles.
 - 3. All Agency personnel are prohibited from picking up hitchhikers in Agency Vehicles or while on Agency business.
- P. When driving an Agency vehicle, stopping and entering any bar or liquor store is prohibited. Transporting alcoholic beverages at any time in an Agency vehicle is prohibited

6.3.6 The Vine Bus and Employee Ridership

All regular, full-time and part-time employees are eligible to ride Vine Transit at no cost. This benefit may be extended to their legal spouse and/or dependent(s) under the age of 18. Separation from the Agency for any reason other than Retirement, terminates eligibility. All riders are required to adhere to the Passenger Code of Conduct written in the Agency Policies, Practices and Procedures Manual under Transit policies. This privilege may be revoked at any time by the NVT Authority Executive Director.

SECTION 6.4 Employee Purchase Programs

6.4.1 Mobile Device/Personal Office Equipment

FF. Mobile Device Reimbursement Program

NVTA will reimburse managers and exempt employees for up to \$1,000 plus tax for the purchase of a mobile device or tablet to encourage the proficiency of its management and exempt employees and for interfacing with Granicus or like software to access and maintain Board and advisory committee packets. If the employee chooses a device under \$1,000, NVTA will only reimburse employee up to the purchase amount. If over the device exceeds a \$1,000 cost, employees are responsible for the difference.

NVTA will **not** reimburse employees, unless specified by separate contract for At Will employees, for costs of data plans, additional software, extra equipment, extra warranties or other peripheral equipment. Purchases other than the mobile device are the responsibility of the employee. It is up to the employee to pay for repairs should the device be damaged or replaced should the device be stolen or lost within a two-year period.

Mobile devices are eligible to be replaced on a two-year cycle from the date of purchase. This is done to ensure that systems used for daily business are up-to-date and under warranty.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

GG. Personal Office Equipment Reimbursement Program

NVTA will reimburse all full time employees for the purchase of office equipment, software, electronics, or other related items approved by their supervisor in the amount of \$1,000 plus tax to support staff in improving their work environment, both in office or remote. This program is to be offered on a three year cycle, effective on the first day of that Fiscal Year. NVTA will not pay for repairs or lost equipment.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

C. Device Ownership/Program Limitations

Mobile devices are the personal property of the employees. Employees can choose any device that accommodates the interface of Board Packets.

IRS rules may consider the reimbursement as income and subject to income taxes. Any additional taxes are the responsibility of the employee.

Business conducted on private devices is subject to the Public Records Act. To separate personal and business items, you should have an NVTA folder so that a search of the entire device would not be necessary to isolate personal documents from public documents or correspondence.

SECTION 7 TIME OFF AND LEAVES OF ABSENCE

SECTION 7.1 Holidays

7.1.1 Eligible Employees

Full-time Agency employees are eligible for paid holidays as described herein,

7.1.2 Recognized Holidays

Eligible employees are entitled to the following eight (8) holidays off with pay when they fall on a work day in the basic workweek:

January 1 (New Year's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

The fourth Thursday in November (Thanksgiving Day)

The day following Thanksgiving Day

December 24 (Winter Holiday)

December 25 (Winter Holiday)

- (1) When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday. If December 24 falls on a weekend, it will be observed the preceding Friday. If December 25 falls on a weekend, it will be observed the following Monday.
- (2) Permanent part-time employees shall receive the same number of holidays as regular, full time employees and on a pro-rata basis, proportional to full-time employment

Holidays will be paid at eight (8) hour increments.

7.1.3 Personal Leave

Eligible employees shall also receive fifty-six (56) hours of personal leave each calendar year. Non-Management Fair Labor Standards Act (FLSA) exempt employees will receive an additional 40 hours of non-accrual personal leave each calendar year.

Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited.

Employees serving a probationary period are not eligible to use personal leave hours for time off. Those hired after the calendar year begins will receive a pro rata share of personal leave time based on the number of pay periods remaining in the calendar year. Any unused hours remaining in the first calendar year of

employment will be rolled over into the following calendar year for use. Any unused personal leave hours will be forfeited for any year thereafter.

Permanent part-time employees shall receive personal leave on a pro-rata basis, proportional to full-time employment.

7.1.4 Board Ordered Holiday

The Board of Directors may from time to time declare additional paid holidays or half-day holidays at their sole discretion, and the granting of any such holiday shall not constitute a precedent for continued granting of such holiday or holidays.

7.1.5 Holidays Occurring During Unpaid Leave

Employees will not receive holiday pay for holidays that occur during an unpaid leave of absence from the Agency, or when the employee is on unpaid leave either the work day before the recognized holiday or the work day after the recognized holiday.

7.1.6 Working on Holidays

Eligible employees may be scheduled to work on holidays, in which event, an FLSA non-exempt employee will be compensated at the overtime rate of pay for all time worked on such days, in addition to receiving eight hours of holiday pay. Standby shall not be construed as time worked.

FLSA exempt management employees who are scheduled to work on a holiday first must obtain prior written approval from the Executive Director in order to be eligible for flex-time or compensatory time-off for hours worked. Any approved flex-time must be taken in full-day increments. Standby shall not be construed as time worked.

SECTION 7.2 Vacation

7.2.1 Purpose

NVTA provides vacation to eligible employees for the purpose of rest, relaxation and reinvigoration.

7.2.2 Eligibility

Full-time employees are eligible to receive vacation benefits. Vacation begins to accrue from the date of hire. A probationary employee may begin to take vacation after the first six (6) months of an employee's probationary period.

7.2.3 Accrual

HH. Accrual Rates

Every permanent, full-time employee shall accrue vacation leave, in accordance with the permitted maximums as provided in the schedule below. An employee shall not accrue vacation in excess of the permitted maximums. The Executive Director shall give employees a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual vacation leave accruals.

Years of Continuous Agency Service	Hours of Vacation Accrued/ Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Year 4 through 9	4.8 hours	300 maximum hours
Year 10 through 14	6.2 hours	400 maximum hours
Year 15 through 19	7.2 hours	400 maximum hours
Year 20 through 29	8 hours	400 maximum hours
Year 30 or more	9 hours	400 maximum hours

1. An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.
2. Each employee may, with approval of the Executive Director, take vacation privileges as earned and in accordance with the provisions of Section 7.2
3. No person shall be permitted to work for compensation for the Agency in any capacity during the time of his/her paid vacation from Agency service.
4. Vacation leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability, unless an employee is on worker's compensation leave, in which case, vacation continues to accrue.
5. Each employee has right to receive compensation at the Employee's current hourly rate for up to eighty (80) hours per year of unused vacation so long as forty (40) hours of vacation were actually used during the calendar year.

Permanent part-time employees shall accrue vacation leave on a pro-rata basis, proportional to full-time employment.

II. Management Employees

Management Employees, not in a probationary period shall receive the following:

1. Eighty (80) hours of management leave credited at the beginning of each calendar year. The right to surrender up to sixty (60) hours of management leave each year and be paid for same in cash at their current hourly rate; provided, however, that a minimum of forty (40) hours of vacation leave must be used during the calendar year in which the surrender of management leave occurs before the finance department is authorized to process the surrender request. Those hired after the calendar year begins will receive a pro rata share of management leave time based on the number of pay periods remaining in the calendar year. Any unused hours remaining in the

first calendar year of employment will be rolled over into the following calendar year for use. Any unused leave hours after the second year and thereafter will not rollover into the following year.

2. Accrual of vacation leave at the rate of 4.8 hours per pay period, or accrual of vacation leave at the rate determined in accordance with Section 7.2.3.A, or accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification, or promotion.
3. In the case of Management Employees who were not employed by the Agency at the time of their appointment, but were previously employed by a city, county, special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Executive Director; providing, however, this rate shall not exceed the rate of vacation leave accrual the Employee enjoyed at the Employee's last place of public employment, or the rate of vacation leave accrual the Employee would be entitled to had all prior public agency service of the Employee been with the Agency, whichever is higher; and further provided that in no event shall this rate of accrual exceed the maximum rate the Agency provides to Management Employees. Work performed for a public agency as a consultant or independent contractor rather than as an employee, shall not be taken into account by the Executive Director in approving a vacation leave accrual rate exceeding the .06 hours per each full hour worked up to the maximum of eighty (80) hours per pay period.
4. The right to accumulate a maximum of 600 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

7.2.4 Scheduling

JJ. Notice

Vacation shall be scheduled with the employees supervisor and the Executive Director, with due regard for the wishes of the employee and with particular regard for the needs of the Agency.

Vacations of four (4) consecutive days or more, must be scheduled a minimum of two weeks before the date of departure. Vacations of three (3) consecutive days or less must be scheduled at least two (2) working days before departure. Under special circumstances, the Executive Director may waive these notice requirements.

All vacation requests shall be submitted in writing.

KK. Intervening Holidays

A holiday falling within a vacation shall not be counted as a day of vacation.

LL. Intervening Illness or Injury

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies and Procedures.

7.2.5 Termination or Retirement from Agency

Accrued but unused vacation at the time of an employee's termination or retirement shall be administered as follows:

MM. Termination

If an employee terminates employment with the Agency, voluntarily or involuntarily, and has accrued and unused vacation, he or she shall be paid for each day recorded in Agency records.

NN. Retirement

An employee who retires and has accrued and unused vacation may elect either of the following options:

1. Continue to work until the date of retirement and be paid for accrued and unused vacation; or
2. Discontinue working and take accrued and unused vacation time that would extend from last day worked up to the date of retirement.

If option (2) is selected, deductions from vacation pay will be the same as if the employee is actually on the job and health care coverage will continue to be provided under various group programs through the exhaustion of vacation time.

SECTION 7.3 Sick Leave

7.3.1 Purpose

The Agency provides paid sick leave in order to prevent a loss of earnings that may be caused by illness or injury. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury or illness.

7.3.2 Eligibility

Employees are eligible for paid sick leave. Sick leave begins to accrue from the first day of employment.

7.3.3 Accrual

Each employee shall accrue 3.8 hours of sick leave for each full eighty (80) hour pay period. There is no limit to the amount of sick leave an employee can accrue. Sick leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability status, unless an employee is on worker's compensation leave, in which case, sick leave continues to accrue.

No sick leave shall be paid prior to it being accrued.

Sick leave accrued and unused is forfeited upon termination of employment. For vested employees, accrued and unused sick leave balances can be used to credit retirement health benefits per the agency contract with CalPERS.

Permanent part-time employees shall accrue sick leave on a pro-rata basis, proportional to full-time employment.

7.3.4 Conversion of Vacation to Sick Leave

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies.

7.3.5 Employee Notice and Communication

An employee shall contact his or her supervisor prior to the employee's starting time each day when absent due to illness or injury. Employees must follow this procedure every day of illness or injury, except in the case of a pre-approved leave of absence.

Where an employee is absent for more than three (3) consecutive days, the employee will be required to submit a doctor's statement (1) verifying that an illness or injury prevented the employee from working, and (2) certifying that the employee is fit and able to return to work. Employees are required to submit a doctor's statement consistent with (1) and (2) above if an employee has a regularly scheduled absence for medical reasons. Management may also require a doctor's slip verifying the absence for a shorter period of time where a question of abuse of sick leave arises.

Employees on an approved leave of absence who do not return on their scheduled return date and who have failed, in advance of the return date, to obtain an agreed

extension of leave from their supervisor or the Executive Director, will be considered to have voluntarily abandoned employment and subject to separation from Agency employment.

SECTION 7.4 Workers' Compensation Leave

7.4.1 Purpose

Agency employees are eligible for benefits under the Worker's Compensation Laws of the State of California for injury or illness arising out of or in the course and scope of employment. Where such injury or illness necessitates an employee's absence from work, an employee shall remain on paid status as provided herein.

7.4.2 Sick or Vacation Leave Supplementation

When an employee is off work due to an industrial injury, accrued sick leave or vacation pay may be paid for the first three (3) days. Thereafter payments made by Worker's Compensation may be supplemented up to base wage entitlement of that employee to the extent that accumulated sick leave is available and, when authorized by the employee, vacation days.

7.4.3 Accrual of Benefits during Leave

During the time an employee is on "paid status" while absent from work by reason of injury or illness covered by Worker's Compensation, he or she shall continue to accrue all benefits. For the purposes of this section, "paid status" shall include that period of time during which the Agency coordinates benefits; i.e., that period of time during which sick leave and vacation days are used to supplement employee earnings.

If worker's compensation leave is converted to long term disability leave, once vacation and sick leave balances are depleted, health, dental, vision, and life insurance premiums will be paid entirely by the employee. In addition, while the employee is on long term disability status, vacation, holidays, and sick leave accruals will no longer accrue.

SECTION 7.5 Pregnancy Leave

7.5.1 Purpose

In an effort to further equal employment opportunity for women, employees who become disabled by pregnancy, childbirth or related medical conditions may be entitled to job-protected leave or other reasonable accommodation as provided by California's Pregnancy Leave Law.

7.5.2 Covered Employees

An employee is disabled from working due to pregnancy, childbirth or a related medical condition in the following circumstances:

- Inability to work at all because of pregnancy or childbirth

- Inability to perform one or more essential functions of the employee's job without undue risk to the female, the successful completion of the pregnancy, or other persons
- Suffering from severe morning sickness
- Needing to attend pre-natal care appointments

7.5.3 Leave Rights

A covered employee is entitled to up to four months of leave during any period in which the employee is actually disabled. Such leave may be taken in a single block of time or on an intermittent basis or reduced leave schedule. This leave is in addition to, and does not run concurrent with, any leave the employee may be eligible for under the Family Medical Leave Act and California Family Rights Act.

At the conclusion of an approved pregnancy disability leave, the employee will be restored to her original position or a comparable position in accordance with law.

7.5.4 Pay and Benefits

Pregnancy disability leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a pregnancy-related disability.

Leave taken under this policy does not constitute a break in service for the employee.

7.5.5 Employee Notice Obligations

Whenever the need for leave is foreseeable, a covered employee must give the Agency thirty (30) days advance notice of the need for leave. Covered employees should make reasonable efforts to schedule any necessary medical treatment so as not to disrupt the operations of the Agency. The Agency may deny leave where such notice is not provided.

When the need for leave is not foreseeable, covered employees must provide notice of the need for leave as soon as practicable.

7.5.6 Medical Certification

An employee requesting such leave will be required to provide a medical certification from her health care provider verifying the disability, the date it commenced, and its probable duration.

Upon return to work, the employee will be required to provide a return-to-work certificate from her health care provider stating that she is able to resume the duties of her position.

7.5.7 Other Forms of Pregnancy-Related Disability Accommodation

An employee disabled by a pregnancy-related condition may also be eligible for a temporary transfer to a less strenuous or hazardous position or other form of accommodation. Requests for accommodation should be directed to the employee's Supervisor or the Executive Director.

SECTION 7.6 Family and Medical Care Leave Act

7.6.1 Statement of Policy

This policy describes the circumstances and conditions under which an employee may take family care and medical leave as provided under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). This policy is meant to be read together with the FMLA (29 U.S.C. 2601 et seq.) and the CFRA (Government Code Section 12945.2) and the regulations adopted to implement them, all as they are now written or may hereafter be amended. This policy is separate and distinct from any other leave policies or procedures. The benefits accorded by these separate policies shall not be combined or otherwise construed as one policy.

7.6.2 Definitions

- A. "Family and Medical Care Leave"** means leave, whether paid or unpaid, taken by an employee on account of:
 - 1. The birth of a child of the employee.
 - 2. The adoption or foster care placement of a child by the employee.
 - 3. The serious health condition of a child, parent or spouse of the employee.
 - 4. The serious health condition of the employee which makes the employee unable to perform the duties of the employee's position.
- B. "Child"** means a biological, adopted or foster child, a stepchild, a legal ward or child of a person in loco parentis who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability.
- C. "Health Care Provider"** means a person holding a physician's and/or surgeon's certificate or an osteopathic physician's and/or surgeon's certificate who directly treats or supervises the treatment of the serious health condition, or any other person determined to be capable of providing health care services under the FMLA/CFRA.
- D. "Parent"** means a biological, foster or adoptive parent, a stepparent or legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.
- E. "Serious Health Condition"** means an illness, injury, impairment or physical or mental condition which involves either:
 - 1. Inpatient care in a hospital, hospice or residential health care facility; or
 - 2. Continuing treatment or supervision by a health care provider of more than three consecutive days; or

- 3. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in an incapacity for more than three consecutive days.
- F. **"Spouse"** means a partner in marriage as defined in Family Code Section 300. It does not include unmarried persons living together, but does include persons who are legally married who do not live together. For the purposes of this policy, spouse is further defined as a registered domestic partner as specified in California Family Code Section 297.
- G. **"Employment in the Same or Equivalent Position"** means employment in a position that has the same or equivalent duties and pay that can be performed at the same or similar geographic location as the position held prior to the leave.

7.6.3 Family and/or Medical Care Leave

Except as hereafter provided, any employee with at least 12 months of service with the Agency, who has at least 1250 hours of service during the previous 12-month period, may take up to 12 weeks of family care and medical leave during a 12-month period with a guarantee made at the time leave is granted that the employee will be able to return to the same or equivalent position.

- A. For this purpose, "12 month period" means the 12 months immediately preceding the date an employee takes family care and medical leave.
- B. Pregnancy disability leave taken by an employee will not be considered when counting the amount of leave an employee may take pursuant to this policy.
- C. While on leave under this policy, an employee will continue to be covered by the Agency's group health insurance to the same extent that coverage is provided while the employee is working.
- D. If an employee fails to return to work after the designated period of leave or when the leave entitlement has been exhausted or expires, the Agency shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave under this policy, or because of circumstances beyond the employee's control.
- E. Leave under this policy may be granted on an intermittent basis (i.e., leaves taken in separate blocks of time due to a single qualifying reason) or a reduced work schedule to accommodate an employee qualifying for leave under this policy. An employee may take leave under this policy on an intermittent basis for his/her own serious

health condition or for the serious health condition of a qualifying family member when it is shown to be medically necessary.

F. Conditions for use of Family/Medical Care Leave:

1. Notice of Leave. If the need for leave is foreseeable, an employee must provide the Agency with reasonable advance notice. For this purpose, "reasonable advance notice" means thirty (30) days' written notice, if practicable.
2. Scheduling Leave. If the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule it to avoid disruption of Agency operations.
3. Medical Certification for Family Care Leave. A request for leave to care for a child, spouse or parent who has a serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the health condition commenced;
 - b) A statement as to whether a serious health condition of a family member exists:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).
 - ii. Failure to disclose the nature of the serious health condition may give the Agency reason to doubt the validity of the certification.
 - c) The probable duration of the condition;
 - d) An estimate of the time the employee needs to care for the individual;
 - e) A statement that the condition requires family participation to provide care during the period of treatment or supervision of the individual requiring care.
4. Medical Certification for Employee's Own Serious Health Condition. A request for leave for an employee's own serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the serious health condition commenced;
 - b) A statement as to whether the employee is unable to perform the essential functions of his or her normal position:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).

- ii. Failure to disclose the nature of the serious health condition, may give the Agency reason to doubt the validity of the certification.
- c) The probable duration of the condition.
- 5. Use of Accrued Leave:
 - a) Vacation/Comp Time: An employee who takes family/medical care leave must use all of their accrued compensatory time off, if any, and then and all of their accrued vacation in excess of 80 hours.
 - b) Sick Leave: An employee who takes family/medical care leave may only use accrued sick leave as provided in the applicable under California law.

G. Limits on Family and Medical Care Leave

The Agency may refuse to allow family and medical care leave if:

- 1. The employee fails to furnish the Agency adequate medical documentation which satisfies the requirements under this policy or the FMLA or CFRA.
- 2. If both parents of a child are employed by the Agency, the Agency may limit the family care leave for the birth, adoption or foster care placement of their child to a combined total leave of twelve (12) weeks in a 12-month period.

H. Challenge to Medical Certification

- 1. When the Agency doubts the validity of a medical certification submitted by an employee, it may require the employee to obtain at Agency expense the opinion of a second health care provider designated and approved by the Agency regarding any of the information in the original certification. Such second health care provider may not be one employed by the Agency on a regular basis.
- 2. If the opinion of the second health care provider differs from the first, the Agency may require the employee to obtain at Agency expense, the opinion of a third health care provider, designated or approved jointly by the Agency and the employee, concerning the information in the original certification. The opinion of the third health care provider will be final and binding on the Agency and the employee.

I. Employee's Obligation to Periodically Report on His/Her Condition

An employee on family or medical care leave may be required to periodically report on his or her status and intent to return to work. This will avoid any delay to reinstatement when the employee is ready to return to work.

J. Status of Employee Benefits While On Leave

1. Status of Employee. An employee on family/medical care leave retains employee status, and the leave does not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. For purposes of layoff, recall, promotion, job assignment, and seniority related benefits, an employee who returns from leave will have no less seniority than the employee had when the leave commenced.
2. Health Insurance. Except as hereafter provided, during family/medical care leave, the Agency will continue to offer the employee, and pay its share of the premium for, health insurance for up to twelve (12) weeks at the same level and under the same terms and conditions as coverage was provided while the employee was actually working for the Agency; provided that, if an employee fails to return from leave for reasons other than the continuation, recurrence, or onset of the employee's own serious health condition or other circumstances beyond the employee's control, the Agency may recover the premiums paid by the Agency on behalf of the employee.
3. Other Benefits. During family/medical care leave, an employee will continue to be entitled to participate in employee health plans for any period during which coverage is not provided as required in Section 7.6.3.J.2 above, employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

K. Return from Family and/or Medical Care Leave

1. The Agency may deny reinstatement of an employee from family and medical leave to the same or equivalent position where:
 - a) The employee refuses to return on the date agreed upon; or
 - b) As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement; or
 - c) The same or equivalent position has been eliminated for legitimate business reasons unrelated to the employee's family/medical care leave, in which case the employee will have the rights accorded in the layoff provision of the applicable Agency policy.

2. Reinstatement of Key Employees: The Agency may deny reinstatement of an employee from family and/or medical care leave to the same or equivalent position where:
 - a) The employee is among the highest paid 10% of the Agency's salaried employees; and,
 - b) Reinstatement would cause the Agency serious and grievous economic harm; and,
 - c) The employee was notified at the outset of leave that reinstatement could be denied.

7.6.4 Status of Prior Policies

This policy supersedes and replaces all other policies on the same subject. The Agency reserves the right to amend this policy whenever it is appropriate to conform to state and federal laws, rules and regulations.

SECTION 7.7 Funeral and Bereavement Leave

7.7.1 Purpose

The Agency provides bereavement leave for its employees in the event of a death in the employee's family in order to handle family affairs and attend the funeral.

7.7.2 Conditions of Leave

OO.Amount

An employee may take up to five days of Bereavement leave.

An additional limited amount of time off to attend funeral services outside the State of California may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Attendance at funerals requiring absences of more than five days may be charged to accrued vacation or personal leave accounts.

PP. Covered Family Members

Leave shall be afforded under this policy for the death of the employee's spouse, registered domestic partner, child, parent, parents-in-law, step-parents, sibling, step-siblings, and grandparents.

QQ.Deceased Employees

In deference to the memory of a deceased colleague, a limited amount of time off to attend funeral services may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

SECTION 7.8 Reproductive Loss Leave

7.8.1 Purpose

The Agency provides job-protected leave for its employees who suffer from certain reproductive loss events, including miscarriage, unsuccessful adoption, unsuccessful surrogacy, stillbirth or an unsuccessful assisted reproduction.

7.8.2 Conditions of Leave

An employee may take up to five days of Reproductive Loss Leave upon suffering a reproductive loss event. The leave must be taken within three months of the event unless the employee is on or chooses to take leave under another leave entitlement, (such as the California Family Rights Act (CFRA), pregnancy disability, or bereavement leave), in which case the reproductive loss leave must be taken within three months of the other leave's end date. If an employee experiences more than one qualifying event, the Agency is not obligated to grant more than 20 days of leave within a 12-month period.

7.8.3 Leave Rights

Leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a reproductive loss event.

Leave taken under this policy does not constitute a break in service for the employee.

It is unlawful for discrimination or retaliation against any employee seeking to exercise their rights under the law and such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee.

SECTION 7.9 Jury Duty and Witness Leave

7.9.1 Purpose

The Agency encourages its employees to perform their civic duty to serve on a jury panel or as a subpoenaed witness and provides leave for such purposes as described herein.

7.9.2 Jury Duty Leave

RR. Full-time and Seasonal Employees

Time off without loss of pay of up to four (4) weeks shall be granted to full-time employees called for jury duty. Should jury duty extend beyond four (4) weeks, the employee will receive unpaid leave for the duration of the jury service. The employee may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the remainder of the jury service.

SS. Part-Time and Temporary Employees

Part-time and temporary employees will be granted time off without pay for jury duty service. These employees may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the jury service.

TT. Notice Requirements

All employees are required to provide their supervisor with reasonable advance notice of jury duty. Employees must provide their supervisor with a copy of their jury summons prior to the commencement of jury duty leave.

UU. Return to Work

All employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

7.9.3 Witness Duty

All employees will be allowed time off without pay to appear in court as a witness pursuant to a valid subpoena or other court order. The employee must provide his or her supervisor with reasonable advance notice of the witness duty. Further, the employee is required to provide his or her supervisor with a copy of the subpoena or court order requiring the employee's attendance. The employee may elect to use accrued vacation or floating holiday time to cover the time away from work. All employees who are subpoenaed by court to appear in their capacity and scope as a representative of the Agency shall be allowed time off with pay for such witness duty.

7.9.4 Overtime Exempt Employees

Overtime exempt employees who work any portion of the week in which they also serve on jury duty or as a witness will receive their full salary for that week.

SECTION 7.10 Military Leave

7.10.1 Purpose

The Agency provides appropriate military leaves of absence, benefits and reinstatement rights to members of the military consistent with the provisions of the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act.

7.10.2 Leave of Absence

Any Agency employee who is a member of the United States armed forces, the National Guard, the Naval Militia or the reserve corps is entitled to an unpaid leave(s) of absence for ordered military duty including active military training, inactive duty training, encampment or exercises.

7.10.3 Employee Notice Requirements

Employees must provide advance written or verbal notice of the need for military leave unless to do so is impossible or unreasonable. Generally, an employee

should present their service papers to their supervisor as soon as they receive them. Employees should use their best efforts to arrange inactive duty or annual trainings at a time that is mutually convenient to the employee and the Agency.

7.10.4 Pay and Benefits While On Military Leave

VV. Pay

Where the employee has been employed by the Agency for at least one year prior to the start of the leave, the first 30 calendar days of military leave will be paid. No minimum length of service is required to receive 60 calendar days of pay for a member of the National Guard who is called to active duty during a declared emergency. Paid military leave shall not exceed 30 calendar days in any fiscal year.

After the first 30 calendar days, military leave will be unpaid. Any employee may, at his or her option, elect to use accrued vacation or floating holiday time to cover periods of unpaid military leave.

WW. Health Care Coverage

For leaves with duration of 30 days or less, the Agency will continue the employee's health care coverage on the same terms as if the employee was working.

For leaves longer than 30 days, the employee may be eligible to continue health care coverage for self and dependents at the employee's own expense for up to 24 months. Employees returning from leave longer than 30 days will be restored to health care coverage upon their return to work without a waiting period.

XX. Seniority

Any employee who takes military leave retains his or her original seniority date and all other seniority-based benefits as if continuously employed.

Employees on military leaves will not accrue any vacation or sick leave during periods of unpaid military leave.

Time spent on military leave will be counted as time worked for purposes of determining eligibility for family and medical leave.

7.10.5 Reinstatement

The Agency will adhere to the applicable federal or state law that is most beneficial to the employee in determining reinstatement rights.

Generally, employees must provide timely notice of their intent to return to work after military service. An employee returning from military leave will be reinstated to employment in the position he or she would have held had there been no interruption for military service, if qualified. If reasonable efforts to so qualify the employee fail, he or she will be returned to the position held at the beginning of the leave, if qualified.

Reinstatement may be denied if the employee receives a dishonorable or other disqualifying discharge, fails to timely request reemployment, or the Agency's

circumstances have so changed to make reemployment impossible or unreasonable.

SECTION 7.11 Leaves of Absence without Pay–Accrual of Vacation and Sick Leave

An employee taking leave without pay shall earn vacation leave and sick leave during the week in which the leave of absence occurs according to the following weekly schedule. Such vacation leave and sick leave shall be calculated to the nearest tenths as shown in the chart below:

HOURS OF LWOP	PERCENTAGE OF ACCRUAL
2 – 3.9	90%
4 – 7.9	80%
8 – 11.9	70%
12 – 15.9	60%
16 – 19.9	50%
20 – 23.9	40%
24 – 27.9	30%
28 – 31.9	20%
32 – 35.9	10%
37 – 40.0	0%

SECTION 7.12 Outside Employment

The Agency forbids employees on a leave of absence, other than military leave, from holding outside employment during such leave. Employees who violate this policy will forfeit any leave of absence and will be deemed to have voluntarily terminated their employment and separated from the Agency.

SECTION 8 BENEFITS

SECTION 8.1 Insurance

8.1.1 Purpose

The Agency will provide all eligible employees and their dependents access to group health insurance programs including medical, dental and vision and life insurance.

8.1.2 Terms of Coverage

The amount and type of coverage, as well as the percentage of Agency contribution, is subject to change from time to time depending on changes in applicable premiums.

Information describing coverage is available from the Agency Human Resources department upon request. If there is a conflict between the language used here and the language contained in the group plan documents, the plan documents will prevail.

8.1.3 Eligibility

Full-time and part-time permanent employees are eligible for medical, dental, vision and life insurance coverages. The effective date for these coverage's is the first of any month following thirty (30) days of continuous service, except for medical which is effective the first of the month following the employee's hire date. Employees returning from layoff shall have full benefits made available to them on the first of the month following their return to work, without waiting the otherwise mandatory "waiting period."

8.1.4 Medical, Dental and Vision Coverage

YY. Payment of Premiums

Presently the Agency pays 96% of the premium for Medical and 100% of the premium Dental for eligible full-time permanent employees during periods of regular pay status (including paid time off and paid leave). The agency pays 100% of benefits for full-time permanent employees with no dependents. The Vision premium is paid for by the Employee. The Agency does not pay insurance premiums for employees on an unpaid leave of absence or whose hours fall below the required minimum for eligibility of at least fifty (50) paid hours per pay period, unless specifically provided in another Agency policy such as the family and medical leave policy. Employees can elect to waive coverage providing that they can show they are covered by health insurance elsewhere.

The monthly premiums for permanent part-time employees shall be paid on a pro-rata basis proportional to full-time employment.

ZZ. Long Term Disability

As used herein, "long-term disability" means the status reached when an eligible employee has, during any consecutive 12 month period, been unable to work or

perform the duties for which employed for 90 calendar days during that period, because of his or her own ill health or physical or mental disability.

Upon entering long-term disability status, an employee may petition the Board of Directors for use of accrued vacation or sick leave sufficient to pay premiums as set by the Agency for continuation of health, dental and vision coverage. Granting or denial of such petition shall be at the sole discretion of the Board based on their evaluation of the circumstances in each case. A granting in one case shall not be construed to have set a precedent when reviewing other cases.

AAA. Continuation of Health Benefits - COBRA

As stated above, the Agency's health care plans are maintained for employees in regular pay status and their covered dependents. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and a related state law allow employees and their dependents to continue health care coverage at their own expense for up to 36 months if they lose coverage due to termination or other qualifying events.

BBB. Temporary Employees

Temporary employees are eligible for group health benefits for themselves and their dependents at their own expense provided the temporary employee qualifies as provided above and provided further, the employee pays the monthly premium for the group health care coverage a minimum of 10 days in advance of the first of each month.

8.1.5 Life Insurance Coverage

The Agency provides life insurance coverage for eligible employees in accordance with carrier requirements and at benefit levels determined through negotiations with the applicable employee representative. Presently the Agency pays 100% of the premium for this insurance.

8.1.6 Deferred Compensation

All employees are eligible to participate in a 457(b) deferred compensation plan. Participation in the plan is optional. Additional information on the 457(b) deferred compensation plan may be obtained at the NVT Administration offices and within Employee Benefit Summary documents.

Deferred Compensation Employer Match

The Agency offers Deferred Compensation Matching to assist employees in preparing for retirement and achieving long-term financial security. Participation in the Deferred Compensation Matching Program is voluntary. Employees must contribute at least an amount equal to the Agency match through payroll deduction to receive the full Agency contribution.

The Agency shall provide annual matching contributions up to the following amounts:

<u>Employee Level</u>	<u>Maximum Annual Agency Match</u>

<u>Staff</u>	<u>\$1,000</u>
<u>Directors</u>	<u>\$2,500</u>
<u>Executive Director</u>	<u>As approved by the Board</u>

8.1.7 Employee Assistance Program

The Agency provides an Employee Assistance Program (EAP) to support employees and their eligible family members with confidential resources for personal, family, financial, legal, and work-related concerns. The EAP is available at no cost to eligible participants.

SECTION 8.2 Retirement

8.2.1 Purpose

The Agency provides retirement benefits to fulltime and part-time, permanent employees through its plan with CalPERS. The terms of the plan shall govern retirement benefits.

8.2.2 Plan Overview

CalPERS provides a defined benefit plan. Benefits are based on the employee's age, years of credited service and final compensation at retirement. Employees become fully vested with 5 years of service. For employees hired prior to May 21, 2011 the minimum retirement age is 55 with a benefit formula of 2.5% at 55 (Tier 1); for employees hired between May 21, 2011 and December 31, 2012 the minimum retirement age is 60 with a benefit formula of 2.0% at 60 (Tier 2); and for employees hired on or after January 1, 2013 the minimum retirement age is 62 with a benefit formula of 2% at 62 (PEPRA New Members).

8.2.3 Contributions

The Agency pays the employer's contribution share at the current rate (FY 2025/2026) of 13.460% for Tier 1 members, 10.190% for Tier 2 members and 7.960% for PEPRA members of reportable earnings. The Employee pays the employee's contribution share at the current rate of 8% for Tier 1 members, 7% for Tier 2 members and 7.75% for PEPRA members of reportable earnings. These percentages are subject to change based on CalPERS rates.

8.2.4 Other Post-Employment Benefits (OPEB)

Effective May 16, 2018, the Agency pays a percentage of \$500 cap (\$750 for dual coverage) based on the employees' years of service, with no future increases.

Years of Service	Percentage
10	50%
11	55%
12	60%
13	65%
14	70%

15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The Agency will pay the Public Employees Medical and Hospital Care Act (PEMHCA) minimum for individuals with less than 10 years of Authority service at retirement.

Employees who retired prior to May 16, 2018 (Grandfathered) will receive no less than their current benefit.

8.2.5 The Vine Lifetime Transit Pass

Upon retirement from the Agency, a regular, full-time employee is eligible to receive a Vine Bus Lifetime Transit Pass that may be extended to their spouse and/or dependent(s) under the age of 18 at no cost. Lifetime Transit Pass holders are required to adhere to the Passenger Code of Conduct written in the Agency Policies, Practices and Procedures Manual under Transit policies.

SECTION 8.3 Education, Membership and Professional Affiliation Fees Professional Development

8.3.1 Purpose

The Agency will reimburse tuition, membership, and professional affiliation fees to eligible employees. The Agency recognizes that investing in employee development is essential to maintaining a highly skilled, engaged, and motivated workforce capable of meeting current and future organizational needs.

The purpose of this policy is to outline the standards and procedures under which the Agency will provide financial support for activities that further the professional development of staff and benefit Agency operations. It should be noted that approval of any education, professional training and development is subject to approval by the Executive Director within consideration of budget limitations and in accordance with the Financial Management Policy.

8.3.2 Eligibility for Continuing Education Reimbursement

- Must be a regular, full-time employee.
- Must have at least one-year full-time employment.
- Must meet the performance expectations of his or her current position.
- Must not have any formal disciplinary actions with NVTA within the previous 12~~8~~ months. Formal disciplinary actions include written warnings, demotions, or suspension.
- Must have an individual development plan in place, reviewed and agreed to by the supervisors with recognition that the educational investment is part of the employee's development for the current job or for a job to which he or she would realistically move ~~to within~~into NVTA in the future.

- Undergraduate level and graduate level degree course work, (both credit and non-credit courses such as continuing education & off-site training) are eligible for reimbursement, provided the employee's management agrees that the intended studies relate to the individual's current or potential future job at NVTa. This alignment should be reflected within the employee's individual development plan as noted in their performance evaluation.
- Must have clear alignment between the employee's educational ambitions, the agency's needs, the employee's performance management agreement and individual development plan.
- Must apply for and be pre-approved before enrolling in courses or any other type of formal education such as professional certifications. It is advisable for ~~application the request~~ to be made ~~by the employee-a~~ 60-90 days in advance of the course/program to allow time to consider approval and budgeting, as appropriate.

8.3.3 Education Fees

Tuition for an authorized Agency continuing education program or a college degree ~~are~~ is eligible for reimbursement. Education must be relevant to enhancing job knowledge or ~~job-related~~ job-related skills, or for the purpose of qualifying for advancement within the Agency as described in the employee's development plan. Employees are required to prepare a written request outlining the objectives for obtaining the education, expected timeframe, coursework and cost estimates, including tuition and books. The written request is to be submitted to the Executive Director for consideration and discretionary approval prior to enrolling in coursework, provided the employee intends to seek Agency reimbursement. Employees with approved authorization to participate will be required to sign a separate agreement outlining the program guidelines, expectations and estimated reimbursement amount. When an employee's development plan includes obtaining an under-graduate, graduate or master's degree, the agreement will include a commitment to regular full-time service of no less than two (2) years, to commence upon successful receipt of degree. -

Depending on the cost or relevancy of the proposed education, the Executive Director may agree to reimburse all or a portion of the estimated cost, not to exceed \$2,500 per fiscal year. Reimbursement amounts over \$2,500 in a single fiscal year may be considered on a case-by-case basis, with additional consideration for federal tax implications. Actual reimbursements are eligible only after the successful completion of each quarter or semester as evidenced by supporting documentation from the college or university. Successful completion is a grade of "C" or higher, or equivalent to Pass for each enrolled course.- Expenses for travel, lodging, meals or mileage related to education are not eligible for reimbursement.

~~Employees who accept participate in tuition reimbursement, must enter a contract with the agency and commit to regular full-time time service of two (2) years for an under-graduate degree or three (3) years for a graduate degree, following the successful completion of the coursework.-~~

In the event that an employee voluntarily terminates their employment ~~commitment~~ with NVTA or is terminated for cause at any time during the course of employment following participation in the Education Fees program-, the employee agrees to repay NVTA the ~~entire~~ pro-rated amount of tuition, associated fees, and taxes, if any, that have been paid for all courses relative to the amount of time the employee has completed working for NVTA. For example, if an employee who earns an undergraduate degree voluntarily separates from NVTA after completing 12 months of full-time service ~~while receiving~~ under this ~~program~~-, program, the employee ~~will~~ shall agree to repay one-half of the total tuition reimbursement ~~bestowed~~ provided to ~~on~~ the employee ~~by that point~~. Calculating the employee's ~~completed full-time~~ pro-rata amount ~~service~~ owed will ~~compare~~ be based on the ~~start~~ completion date of the degree ~~with~~ and the most recent completed month of service.

Repayment by the employee is required where the employee voluntarily terminates employment before the agreed-upon term service or when the employee is terminated for cause. Repayment will not be required if the termination of their employment is due to death, long-term disability, layoff or involuntary termination for any reason other than cause." ~~Repayment following termination by the employer will not be required if the termination of their employment is due to death, long-term disability, layoff or involuntary termination for any reason other than cause.~~

If an employee does not repay any amounts due as indicated above on or before their last day of employment, any such amounts will be deducted from the employee's final paycheck or from other amounts payable to the employee upon or following termination of employment, and will authorize such deduction insofar as these deductions ~~remain~~ are compliant with applicable law. Employees will also acknowledge that any balance still owed to NVTA after the deductions referenced above must be repaid to NVTA in an arrangement made at termination of employment.

Employees shall be allowed sufficient leave with pay to meet the minimum education coursework requirement. The allowed leave shall be subject to the convenience of the Agency and the approval of the Executive Director.

8.3.4 Membership and Professional Affiliations Fees

Employees are encouraged to be members and active participants in job related professional affiliations. Memberships in professional organizations, and certifications or licenses related to transportation, engineering, financial management, accounting or other governmental affiliations are eligible for reimbursement as approved by the Executive Director. A maximum of two (2) memberships per employee totaling no ~~more the~~ greater than \$~~65~~00 per year is available for memberships to be reimbursed to the employee or paid directly by the Agency. The Executive Director may authorize an amount greater than this limit on a case-~~by~~-case basis when it is in the best interest of the Agency.

In addition, the Agency encourages and may elect employees to attend meetings, seminars, workshops and/or conferences of the organizations they hold membership to. The employee shall provide evidence of their active participation to support the continued financial support of membership participation. Employees seeking financial support to participate in meetings, seminars, workshops and/or conferences are required to submit such requests in advance for the Executive Director's consideration prior to enrollment and/or registration.

8.3.5 Required Training

There are specific training requirements for certain positions, classifications, and/or all staff identified in California law or NVTA policy. This training will be paid for by the Agency, with every effort made to provide the training directly rather than reimbursing staff. This training may include but is not limited to:

Anti-harassment and discrimination biannually- CA law (all staff)

Ethics biannually- CA law (Directors and positions designated by the Board)

Fiscal and Financial biannually- CA law (Directors and positions designated by the Board)

Workplace Violence Prevention annually- CA law (all staff)

Cybersecurity – County of Napa Policy (all staff)

Licensure and Training required for position

Certain positions may require specific licenses and training courses or continuing professional development as part of their specifications. For those positions that require professional licensure which expect industry specific training courses to maintain their licenses, the Agency will make reasonable effort to budget for the training. However, it is the employee's responsibility to maintain and document their compliance with the licensure requirements of their position.

NVTA reserved the right to amend these Personnel Policies and Procedures at any time.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Addrell Coleman, Associate Planner
(707) 259-8235 / Email: acoleman@nvta.ca.gov
SUBJECT: Resolution No. 26-07 Authorizing the Execution of Agreements with the California Department of Transportation (Caltrans) for the South Napa County Station Area Plan

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- 1) Approve Resolution No. 26-07 for FY 2026-27 Caltrans Sustainable Communities Planning Grant funds including local match funds in the amount of \$315,000; and
- 2) Authorize the Executive Director, or designee to execute all grant agreements and any amendments with the California Department of Transportation (Caltrans).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

In November 2025, NVTA submitted a grant application for the South Napa County Station Area Plan under the 2026-27 Caltrans Sustainable Communities Grant program. Staff were notified in June that the application received a \$250,000 award. As a condition of the award letter, a resolution of local support is required along with commitment of local matching funds for the project.

FISCAL IMPACT

No, not for NVTA. The minimum 11.47% match requirement is coming from a \$65,000 contribution from Napa County.

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

South Napa County has experienced continued residential, employment, and industrial growth, placing additional pressure on local and regional transportation corridors. The Station Area Plan will assist NVTA and its partner agencies better understand how future rail service could connect with existing and planned transportation networks, including Vine Transit, regional transit services, bicycle and pedestrian facilities, and the Napa Valley Vine Trail. This effort will also help identify near and long-term improvements needed to support safer, more connected, and more sustainable travel options for residents, workers, and visitors.

The South Napa County Station Area Plan will support future transportation planning in south Napa County by evaluating the potential area for a multimodal transit station by identifying access, connectivity, and mobility improvements that could support future passenger rail service and related multimodal connections.

The planning process will include robust community engagement and stakeholder outreach to help inform the plan's recommendations and ensure local needs are considered. Outreach will provide an opportunity for residents, partner agencies, community-based organizations, and other stakeholders to provide input on access needs, transportation barriers, and potential improvements in the study area. Feedback received through the planning process will help shape the final plan and station location considerations while supporting future implementation and funding opportunities.

ALTERNATIVES

Without an adopted Resolution would result in forfeiture of the awarded grant funds.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The plan supports this goal by evaluating future multimodal connections and access improvements that could expand transportation options for all users.

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

The plan supports this goal by planning for future rail, transit, walking, and biking connections that could reduce reliance on single-occupancy vehicle trips.

ATTACHMENTS

- 1) Resolution No. 26-07
- 2) Napa County – Letter of Commitment

RESOLUTION No. 26-07

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY AUTHORIZING THE
EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE
SOUTH NAPA COUNTY STATION AREA PLAN**

WHEREAS, the Napa Valley Transportation Authority (NVTA) is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the Caltrans Department of Transportation; and

WHEREAS, NVTA was awarded grant funds to support the development of the South Napa County Station Area Plan; and

WHEREAS, the South Napa County Station Area Plan will identify potential station locations and evaluate transportation improvements related to access, connectivity and mobility; and

WHEREAS, a Restricted Grant Agreement must be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, NVTA requested \$250,000 in grant funds from Caltrans and will use \$65,000 in required matching funds for consultant services and community outreach and engagement efforts needed to develop the Station Area Plan; and

WHEREAS, the NVTA Board of Directors wishes to delegate authorization to execute these agreements and any amendments thereto; and

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Napa Valley Transportation Authority, authorizes the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the Caltrans Department of Transportation.

Passed and adopted this 15th day of July, 2026.

Paul Dohring, Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, Board Secretary

APPROVED:

Osman Mufti, Legal Counsel



A Tradition of Stewardship
A Commitment to Service

Department of Public Works

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Fax: (707) 253-4627

Steven E. Lederer
Director

Danielle Schmitz, Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Re: Letter of Commitment for the South Napa County Station Area Plan

Dear Ms. Schmitz:

Napa County is committing \$65,000 to support the completion of the South County Station Area Plan. The funds were included in the approved FY 26/27 budget. This contribution is intended to serve as the required local match for the \$250,000 Caltrans Sustainable Communities Planning Grant award to NVTA in May 2026.

We support the plan goals to evaluate potential opportunities for multimodal access, complementary land uses, and related feasibility analysis in South Napa County and look forward to our partnership in this effort towards future passenger rail opportunities, first/last mile connections and multimodal access.

We look forward to working with NVTA as project partners to support this important step toward a more efficient, and environmentally friendly transportation future.

Sincerely,

A handwritten signature in blue ink, appearing to read "St. Lederer", with a long horizontal flourish extending to the right.

STEVEN E. LEDERER
Director, Napa County Department of Public Works



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 receive the Vine Transit update for the fourth quarter of Fiscal Year 2025-2026.

EXECUTIVE SUMMARY

This report summarizes the Vine's operational performance during the fourth quarter of the current Federal Fiscal Year (FY) 2025-26, covering the period April 1 to June 30, 2026. The board memo compares the fourth 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 forthcoming schedule changes, marketing efforts, Bottlerock ridership and the new Ride the Vine App.

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

Upcoming Schedule Changes

The next schedule change will occur on Sunday, August 9th to align the start of the 2026-2027 school year. Changes currently planned include:

- Resuming the American Canyon and St Helena School trippers
- Adjusting local route schedules to improve connectivity with school bell times, specifically on Routes D and E

By the time the August 9th schedule is implemented, ten bus stops will be improved with new shelters and benches. NVTA expects to make significant route changes in June of 2027 as a result of the Short Range Transit Plan that NVTA will start working on this summer with a consultant.

Ridership

Table 1 below compares the annual difference between the fourth quarter of FY 2024-2025 (April, May, June) to fourth quarter of FY 2025-2026 to show the year-over-year ridership differences. Overall, City of Napa ridership increased by nearly 11%. Route A experienced the most notable increase in ridership. This is the first year-over-year quarterly comparison of Route A operating fully as a fixed route service as opposed to an on-demand service. The route has expanded in popularity and the increasing number of field trip requests from schools traveling to and from Connolly Ranch helped to boost ridership. Most other routes experienced increases which can mostly be attributed to school field trips and BottleRock on Memorial Day Weekend.

Table 1: City of Napa Ridership - Comparing Q4 of FY25 & Q4 of FY26

	Q4 FY25	Q4 FY26	Numerical Difference	% Difference
Route A	1,684	3,219	1,535	91.16%
Route B	5,668	5,545	-123	-2.17%
Route C	15,790	15,137	-653	-4.14%
Route D	2,266	3,334	1,068	47.15%
Route E	2,523	4,012	1,489	59.03%
Route F	3,941	3,754	-187	-4.74%
Route G	3,256	3,988	732	22.47%
Total	35,128	38,989	3,861	10.99%

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 on the next page, data shows passengers per revenue hour on weekdays (the grey bars) on local City of Napa routes increased when compared to one year prior and when compared to the previous quarter (Jan - Mar) of the current fiscal year.

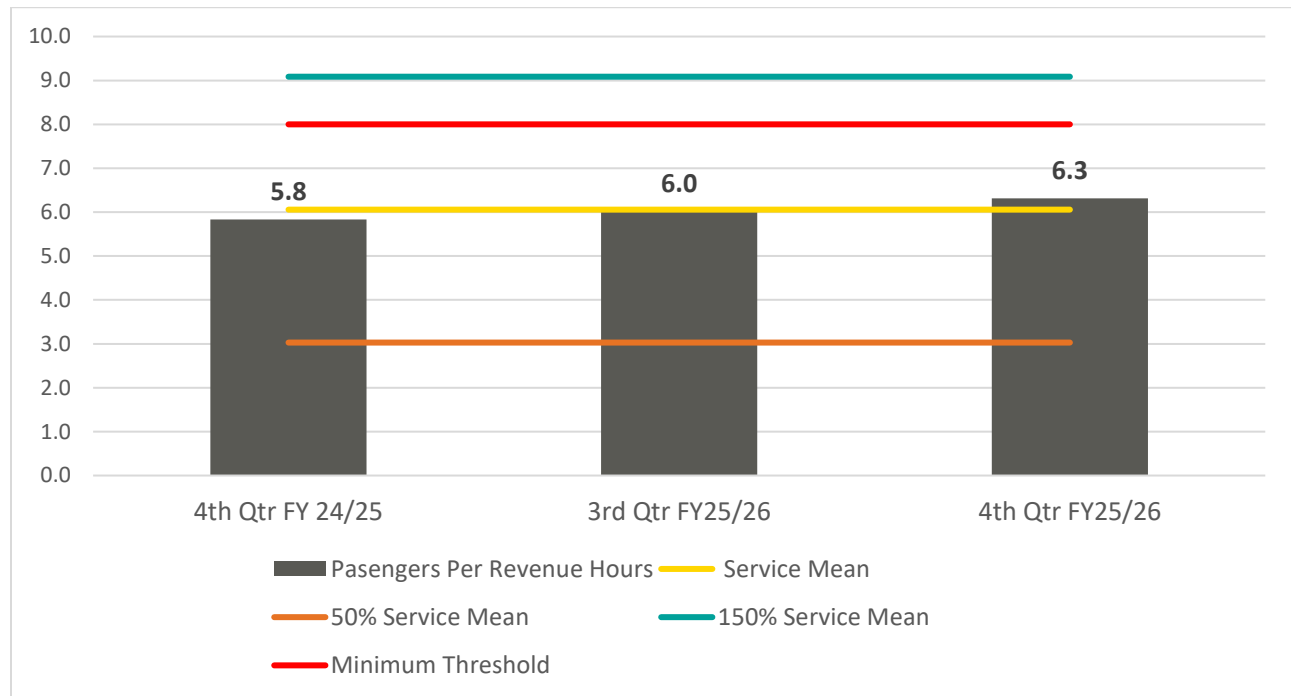


Chart 1: Passengers per Revenue Hour on City of Napa Routes (Weekdays)

Chart 2 on the next page shows that the passengers per revenue hour varies by each individual local City of Napa route on weekdays. The Route C passengers per revenue hour continues to operate above the 8.0 minimum threshold measuring at 10.3. All other fixed routes were in the 3.9 to 8.4 range.

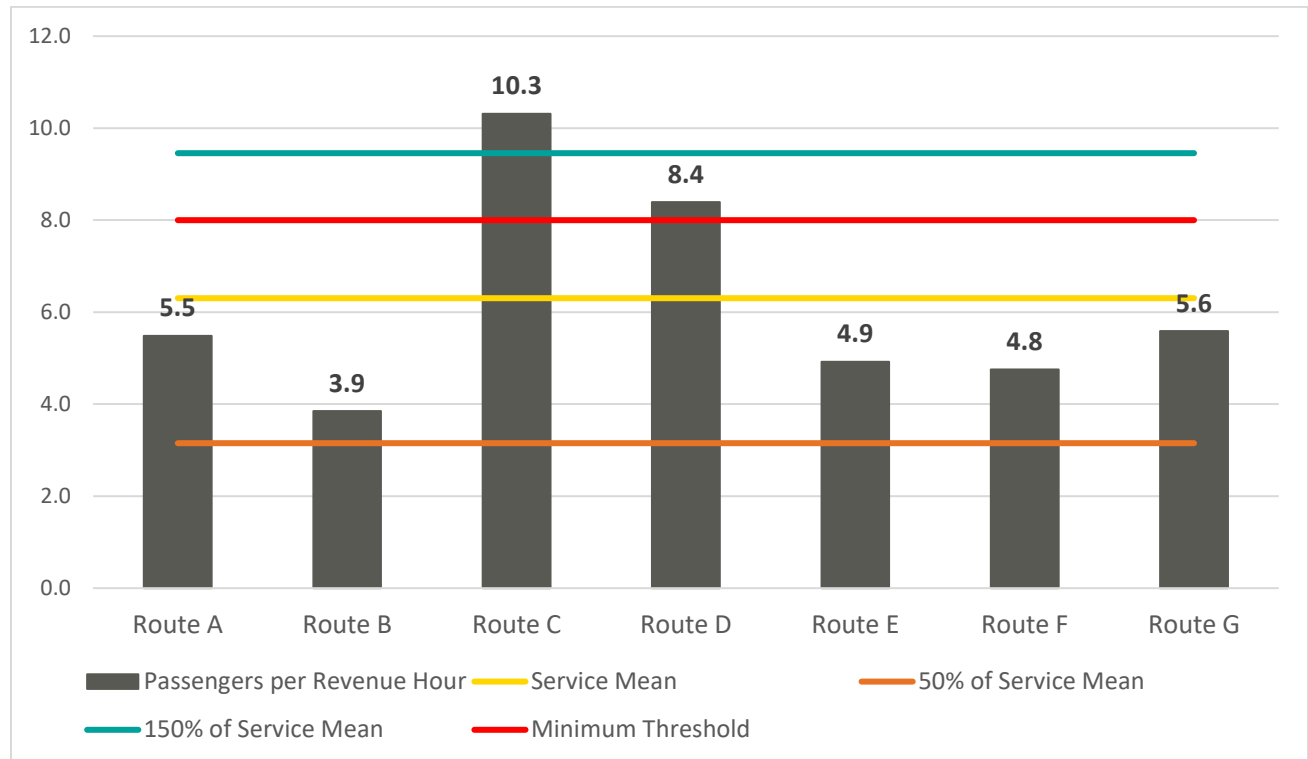


Chart 2: Local Service Passengers per Revenue Hour (Weekdays)

Table 2 on the next page shows an overall nominal decrease of about 1% for the quarter on regional routes. The most prominent ridership difference is Route 11X, which experienced a vast 140% increase in ridership when compared to the same period one year ago. Vine Transit implemented a reimagined Route 11X in August 2025 that serves the most popular Route 11 stops including the Soscol Gateway Transit Center, Napa Valley College, American Canyon Park & Ride, the Sereno Transit Center in Vallejo and the Vallejo Ferry Terminal in a timelier manner. Previously, Route 11X focused on transporting riders to and from the Vallejo Ferry Terminal by serving a limited number of stops but was operating at unsustainable ridership levels. It is believed that many of the new Route 11X riders were previously riders of Route 11 shifting to using a faster version of the route, which led to the nearly 5% decrease in ridership on the regular Route 11. Route 21 experienced a noteworthy increase of approximately 57%, mostly due to the significant increase in BottleRock attendees utilizing the route to travel from Suisun City and Fairfield to the transit center.

Table 2: Routes 10, 11, 11X, 21 & 29 Ridership – Comparing Q4 of FY25 & Q4 of FY26

	Q4 FY25	Q4 FY26	Numerical Difference	% Difference
Route 10	38,797	35,562	-3,235	-8.34%
Route 11	32,286	30,741	-1,545	-4.79%
Route 11X	883	2,121	1,238	140.20%
Route 21	2,396	3,765	1,369	57.14%
Route 29*	8,632	10,105	1,473	17.06%
Total	82,994	82,294	-700	-0.84%

*Route 29 began operating Saturday service as of August 10, 2025, which is reflected in the Q4 FY26 ridership figure and not the Q4 FY25 ridership figure

Routes 10 and 11 continue to be the most efficient regional routes at 8.4 and 7.8. Route 21 continues to experience the lowest passengers per revenue miles at 3.0. Staff implemented changes to the Route 21 timetable on the June 7 schedule change to improve the transfer times between Route 21 and the Amtrak Capitol Corridor Train at the Suisun Train Depot. This could lead to some ridership increases for passengers looking to travel east towards Sacramento without having to wait an excessive amount of time for the train.

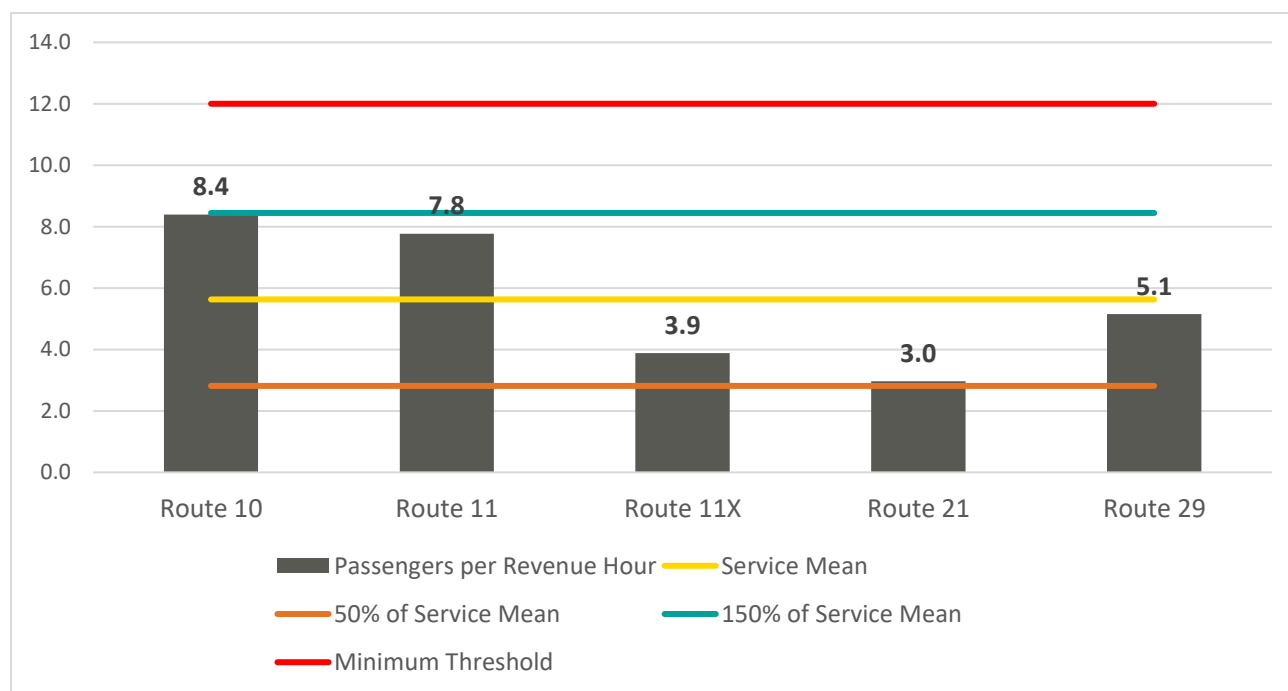
*Chart 3: Regional Service Passengers per Revenue Hour*

Table 3 below shows ridership experienced an overall increase of approximately 6% on the on-demand community shuttles when compared to the same quarter last year. By far, the most notable increase is in the ridership on Yountville Bee. This increase is primarily due to rising demand from Veteran's Home residents.

Table 3: Community Shuttles– Comparing Q4 of FY25 & Q4 of FY26

	Q4 FY25	Q4 FY26	Numerical Difference	% Difference
Calistoga Shuttle	3,913	3,965	52	1.33%
St. Helena Shuttle	1,533	1,699	166	10.83%
Yountville Bee	1,068	1,604	536	50.19%
American Canyon Transit	5,805	5,766	-39	-0.67%
Total	12,319	13,034	715	5.80%

Chart 4 below shows the passengers per revenue hour on the local community shuttles. American Canyon Transit (ACT) continues to experience the highest ridership out of the four shuttles with Calistoga experiencing the second highest while meeting the minimum threshold of four passengers per revenue hour.

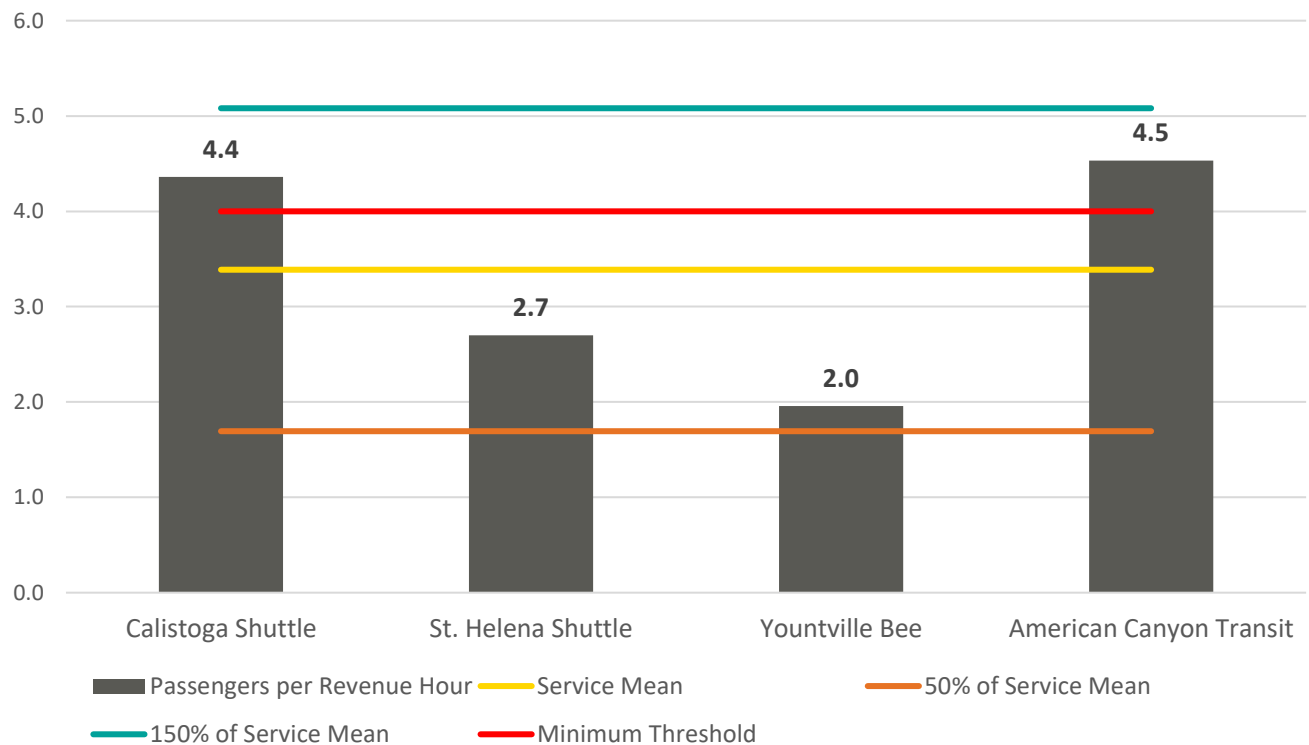


Chart 4: Community Shuttle Service Passengers per Revenue Hour

VineGo ridership continues to rise in the post-pandemic era as every quarter since 2020 has experienced an increase of riders utilizing the service. During Q4 of FY26, it increased by about 15% as seen in Table 4. The increase in ridership can be attributed to multiple factors, including partnerships with Molly's Angels and increased marketing and outreach efforts. NVTA rebid the work for the VineGo drivers in April to add additional driver hours to try and keep up with increasing demand. Chart 5 below shows the year-over-year ridership since Fiscal Year 2020-2021.

Table 4: VineGo Ridership – Comparing Q4 of FY25 & Q4 of FY26

	Q4 FY25	Q4 FY26	Numerical Difference	% Difference
VineGo	4,847	5,553	706	14.57%

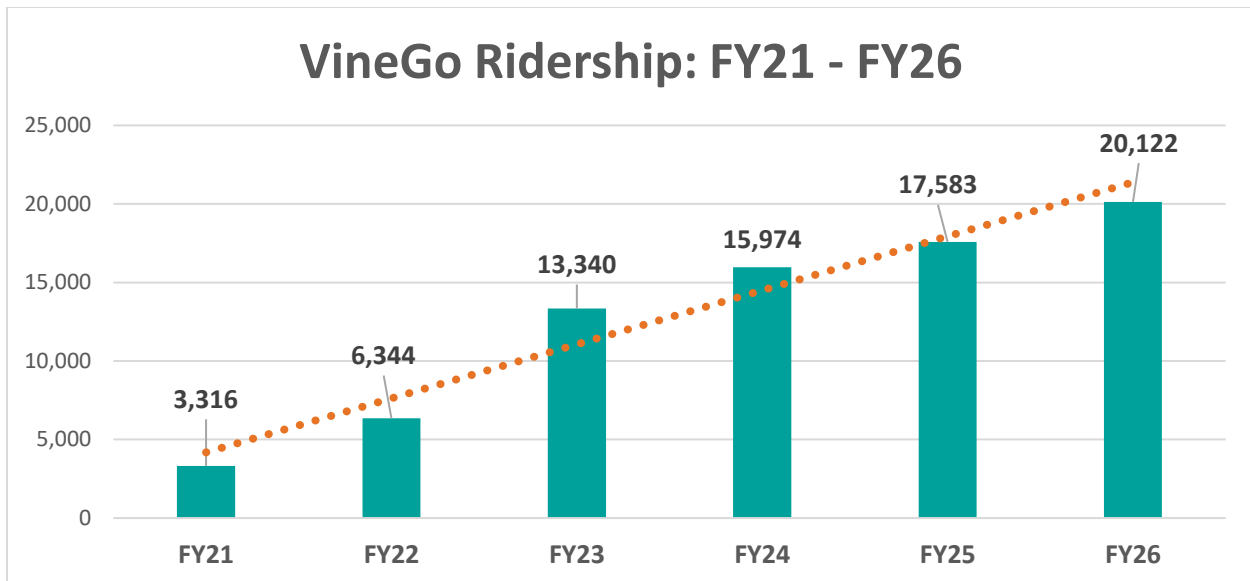
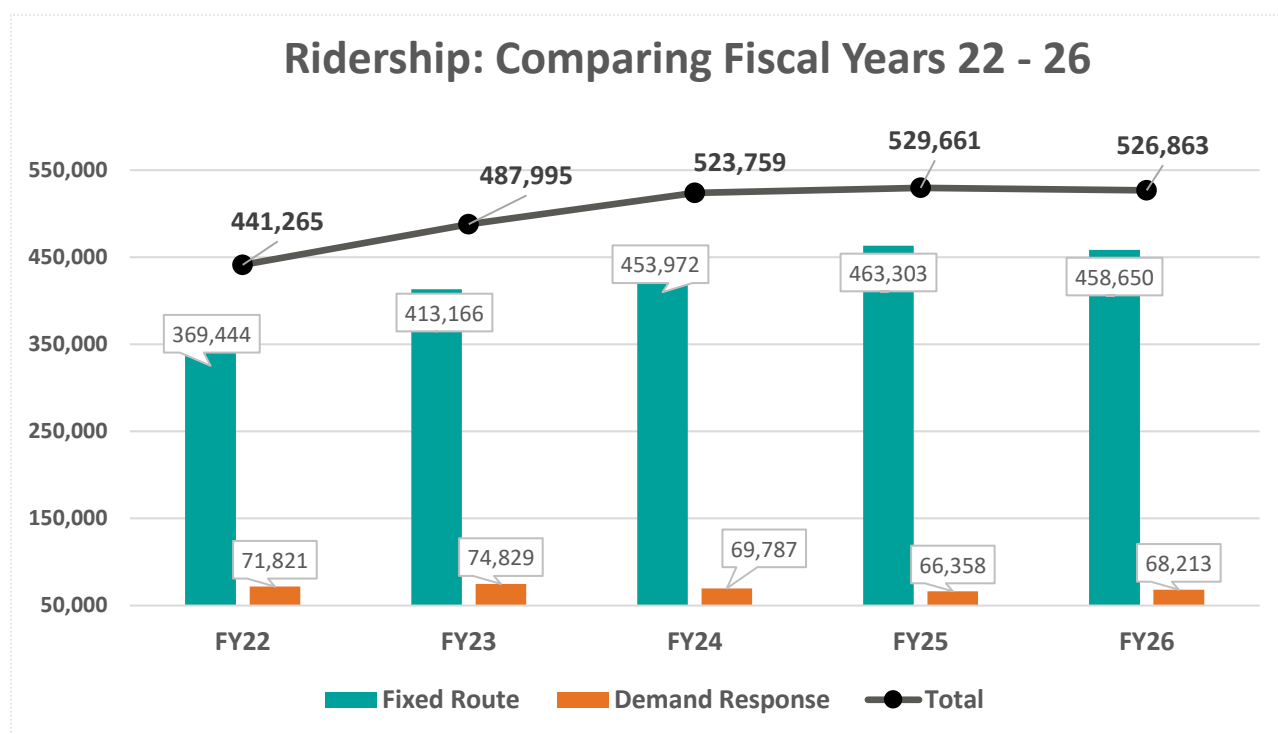


Chart 5: VineGo Paratransit Ridership since Fiscal Year 2020-2021

Table 5 below and Chart 6 on the next page compare the full year of ridership during Fiscal Year 2025-2026 to the same period over the previous five fiscal years to provide additional context to current ridership trends. Overall ridership had remained relatively flat across FY 24, FY 25 and FY 26. This year's increase in local routes, on-demand shuttles and VineGo were cancelled out by a decrease in ridership on the Route 10 and Route 11. In FY 25 Routes 10 and 11 carried 279,037 riders, but in FY 26 there were 206,036 riders.

Table 5: Comparing annual ridership from FY22 – FY26

	FY22	FY23	FY24	FY25	FY26
Fixed Route	369,444	413,166	453,972	463,303	458,650
Demand Response	71,821	74,829	69,787	66,358	68,213
Total	441,265	487,995	523,759	529,661	526,863

*Chart 6: Comparing Annual Ridership by mode from Fiscal Year 2021-2022 through Fiscal Year 2025-2026*

Finally, Tables 6 & 7 on the next page show the missed trips during the third quarter of the current fiscal year compared to the third 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 Q4 of FY 2024-2025

	Regular Missed Trips	On-Demand Missed Trips
April	10	2
May	5	0
June	5	0
Total	20	2

Table 7: Missed trips Q4 of FY 2025-2026

	Regular Missed Trips	On-Demand Missed Trips
April	4	1
May	5	0
June	2	0
Total	11	1

BottleRock Ridership

Vine Transit once again partnered with Latitude 38 and Visit Napa Valley to provide free rides on BottleRock weekend to all passengers, regardless of their destination. Vine Transit operated extra service during the day and a special late night post-concert service to safely transport attendees. Table 8 below highlights the BottleRock ridership from 2026 and compares it to 2025. Regular Service Riders highlight how many riders took regularly scheduled Vine Transit Routes. Special Hours Riders includes how many riders took any trips on routes that only operated during the festival weekends. Specifically, the Special Hours Riders include riders on late night post-concert trips, the Sunday service on local routes and Route 29 and the Route 21 weekend trips. The data shows an increase in ridership during BottleRock weekend of 35%. Chart 6 on the next page shows Vine Transit's history of BottleRock ridership from the first-year service was offered in 2016 through the most recent BottleRock.

Table 8: BottleRock Ridership 2025 vs 2026

	Total Riders	Regular Service Riders	Special Hours Riders
2025	6,135	4,992	1,143
2026	8,308	6,312	1,996
% change	+35%	+26%	+75%

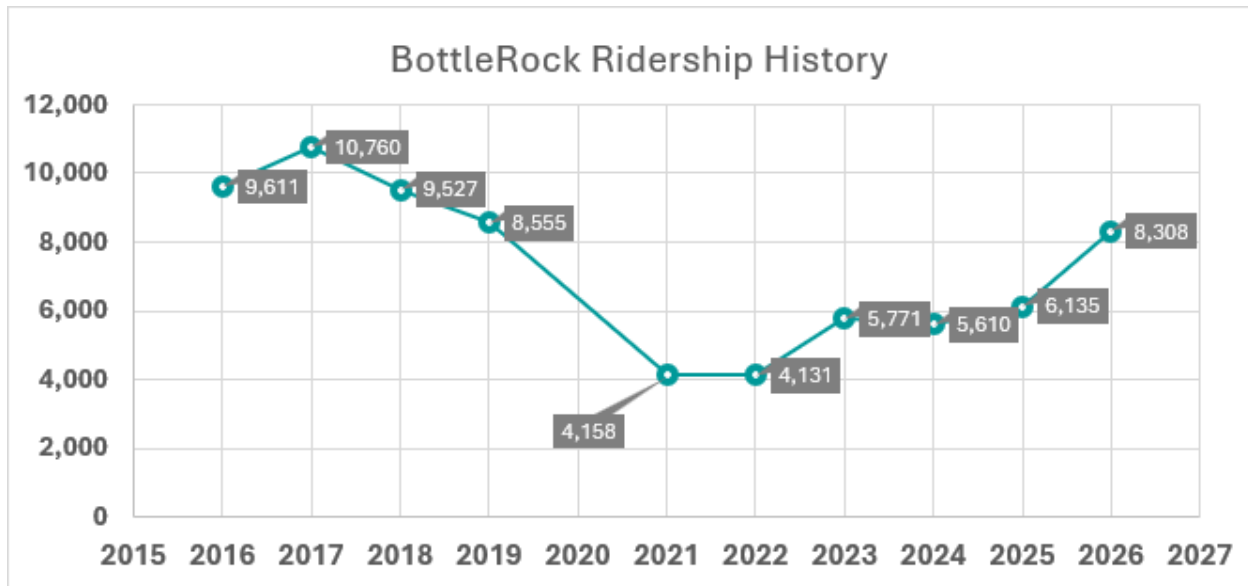


Chart 7: Bottlerock Ridership History

Marketing Efforts

Staff continue to make a concerted effort to increase their outreach to the community to ensure diverse populations can be reached and awareness of all NVTA's programs and transit services are shared with attendees. During Summer, the number of events increase, and staff will strive to attend as many as possible. Some events attended since the last Vine Transit Update include:

- Napa County Office of Education Adult School Resource Fair | April 15
- Napa Earth Day | April 18
- Napa Valley College Career Day | April 23
- Cope Family Center Kids Day | May 2
- Napa Valley BikeFest | May 3
- NCOE | NVUSD Career & Resource Fair | May 20
- Bike to Work & School Day | May 14
- Calistoga Safety Day | May 17
- American Canyon Soroptimists Resource Fair | May 19
- NCOE | NVUSD Career & Resource Fair | May 20
- McPherson Magnet Open House | May 20
- Shearer Open House | May 20
- UpValley Older Adult Resource Fair | May 27
- Rohlffs Manor Resource Fair | June 2
- Meet Me in the Street, American Canyon | June 10

- Seniors Against Financial Exploitation (SAFE) Event | June 23

Ride the Vine App

After months of coordination and training, on Monday June 15, NVTa launched a new updated Ride the Vine mobile application that is available on both the Google Play Store and Apple App Store at no cost to riders. The new app, created by Spare Labs, is designed for riders to request on-demand rides in American Canyon, Yountville, St Helena, and Calistoga along with providing trip planning functionality between fixed route services and on-demand services. To assist riders in acclimating to the new on-demand app, staff hosted a series of free pop-up training courses in early July in each respective jurisdiction to answer rider's questions and demonstrate how to use the new app.

ATTACHMENTS

None