

## **AGREEMENT**

between

**NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")**

and

**CITY OF ST HELENA**

This **AGREEMENT** (herein after referred to as "Agreement") is made and entered into as of this 30<sup>th</sup> day of June, 2017 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and the City of St. Helena, whose mailing address is 1480 Main St. St. Helena, CA 94574 (hereinafter referred to as "CITY", and collectively referred to as the "Parties");

## **RECITALS**

**WHEREAS**, since September 2013, NVTA, through a prior agreement and amendment with the CITY, has been providing transportation services on the St. Helena Vine Shuttle for residents of the City of St. Helena, California;

**WHEREAS**, the prior agreement, as amended, is scheduled to terminate June 30, 2017; and

**WHEREAS**, the parties desire to enter into a new Agreement to allow NVTA to provide CITY with the services as set forth in this Agreement, effective July 1, 2017 ("Effective Date").

## **TERMS**

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

1. Responsibilities' of the Parties

- A. NVTA shall provide a draft fiscal year budget to the CITY by the end of April of each year. Budgets can also be located at [www.nvta.ca.gov/budgets](http://www.nvta.ca.gov/budgets). For purposes of this Agreement, a fiscal year is July 1 to June 30. From the commencement of service hours in fiscal year 2017-18, the CITY shall pay the difference between fares collected and 10% of the annual fully allocated budget of operating expenses for the service, prorated over four quarterly payments.
- B. NVTA will invoice the CITY each quarter. At the end of quarter 4, NVTA's invoice shall include the prorated amount of the allocated budget of operating expenses,

as set forth in Section 1A, minus the total fares collected by NVTA during the fiscal year, as well as any other adjustments. The CITY will pay each invoice within 60 days.

- C. NVTA is establishing a local contribution capital fund to help cover the cost of new shuttles. The CITY shall contribute \$5,000 annually beginning on July 1, 2017, to NVTA to serve as local matching funds when NVTA purchases new vehicles. The current vehicle utilized in St. Helena was purchased in 2011 and has a useful life of seven (7) years per Federal Transit Administration (FTA) Grant Management Circular C 5010.1D, pages IV – 16-18. The type and size of the replacement vehicle will be determined by NVTA and CITY staff. The new vehicle will adhere to NVTA's new Vine branding, and the CITY may choose the style of text used to write "St Helena Shuttle."
- D. NVTA shall manage and operate the St. Helena Vine Shuttle to serve the general public of the City of St. Helena by providing no less than 3,939 in-service annual service hours on days and hours most responsive to public benefit and demand. There will be no service on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day, unless by special arrangement at least 30 days in advance charged to the CITY separately at NVTA's usual and customary rates for such service.
- E. NVTA will provide the operation, management, marketing activities, and materials, bus stop maintenance, funding, administration and monthly reporting of rides provided for the St. Helena Vine Shuttle service. Marketing activities will include pamphlets and schedules delivered biannually to City Hall and the St Helena Welcome Center. Monthly ridership reports shall be sent via email and mail to the City Manager and Finance Director. NVTA will assign the operation of the St. Helena Vine Shuttle service to a third party.

NVTA will, at NVTA's expense, provide facilities, vehicles, equipment (including a two-way radio or cell phones in vehicle), maintenance, materials and supplies necessary to accomplish obligations under this Agreement, except as may otherwise be expressly provided for herein after.

- F. NVTA shall operate service as a demand responsive, door-to-door service during most service hours within the designated service area and except for the time when the service shall be operated on a fixed route as noted in EXHIBIT A. NVTA shall respond to call-in trip requests on a first call-first serve basis. Trips will be grouped for efficiency, and advance reservations beyond the same day will not be accepted. By the end of 2017, NVTA will be moving to an automated dispatch system that will give customers the ability to make reservations via an App, Web, or Interactive Voice Response Software. The goal of the automated dispatch system is to deploy new ITS technology that will improve customer service by improving the predictability of demand-response service. Once the automated



dispatch system is available, information will be disseminated to all of the schools along the fixed-route outlined in EXHIBIT A.

## 2. Term of the Agreement

This Agreement will become effective upon the Effective Date and **will terminate on June 30, 2020**, unless amended, extended, or terminated pursuant to the terms of this Agreement.

## 3. Indemnity

Each party hereto shall indemnify, defend, and hold harmless the other party, its elected or appointed governing body, officers, agents, representatives, and employees from and against any and all actions, claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and costs arising out of, or resulting from, any act or omission of the indemnifying party in the performance of this Agreement. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

## 4. Termination

This Agreement may be terminated as follows:

- A. By mutual agreement of the NVTa and CITY upon such terms and conditions as may be agreed upon.
- B. By either party at any time, without cause, by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.
- C. If the Agreement is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements, and the parties will comply with all such arrangements. Payments, if any, will be made pursuant to Section 1A, 1B, and 1C of this Agreement and the City will pay the invoice or receive a credit for services rendered through the termination date. This provision shall survive the termination of this Agreement.

## 5. Entire Agreement

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

## 6. Applicable Law

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

7. Modifications

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

8. Insurance

NVTA shall maintain, throughout the term of this Agreement, a policy or policies of insurance, with a solvent and responsible company authorized to do business in the State of California, insuring NVTA against loss by reason of injury or damage that may result to persons or property from operations or construction of such transportation service or any other cause connected with the service provided under the term of this Agreement. Said policy shall be a minimum of two million dollars (\$2,000,000) aggregate, including appropriate general liability and auto liability. Said policy shall name CITY as additional insured and shall provide 30 days prior notice to CITY of the cancellation of any policy during the effective period of this agreement. NVTA shall provide CITY with a copy of the Certificate of Insurance with the additional insured endorsement.

9. Notices

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

To NVTA: Executive Director  
Napa Valley Transportation  
Authority  
625 Burnell Street  
Napa, CA 94559

To CITY: City Manager  
City of St. Helena  
1480 Main Street  
St. Helena, CA 94574

10. Access to Records / Retention

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



## 11. 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.

## 12. Adjustments to Service

Subject to the mutual agreement of the parties, the shuttle service may be adjusted throughout the term of this contract to better service the needs of the passengers. NVTA or CITY may recommend a change or modification of service criteria. Modifications may include, but are not limited to, adding or deleting service areas; changing service types; modifying or eliminating time points; increasing, decreasing or changing operating hours; and expanding or decreasing vehicle service hours and/or days. Modifications to increase service hours may not exceed 15 percent annually. In all cases, the NVTA Executive Director and CITY City Manager or designee will agree to said changes in writing prior to (a) approval by the NVTA Board, and (b) implementation of the adjustment to Service.

## 13. License and Permits

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

**IN WITNESS WHEREOF**, NVTA and City of St. Helena have executed this Agreement on the 27 day of June, 2017.

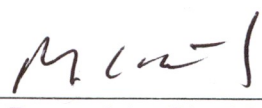
"NVTA"

NVTA, a joint powers authority organized under the laws of the State of California

By   
Kate Miller, Executive Director

"CITY"

City of St. Helena

By   
Mark Prestwich, City Manager

ATTEST:

By Karaly Sanderlin  
Karalyn E. Sanderlin, NVTB Board Secretary

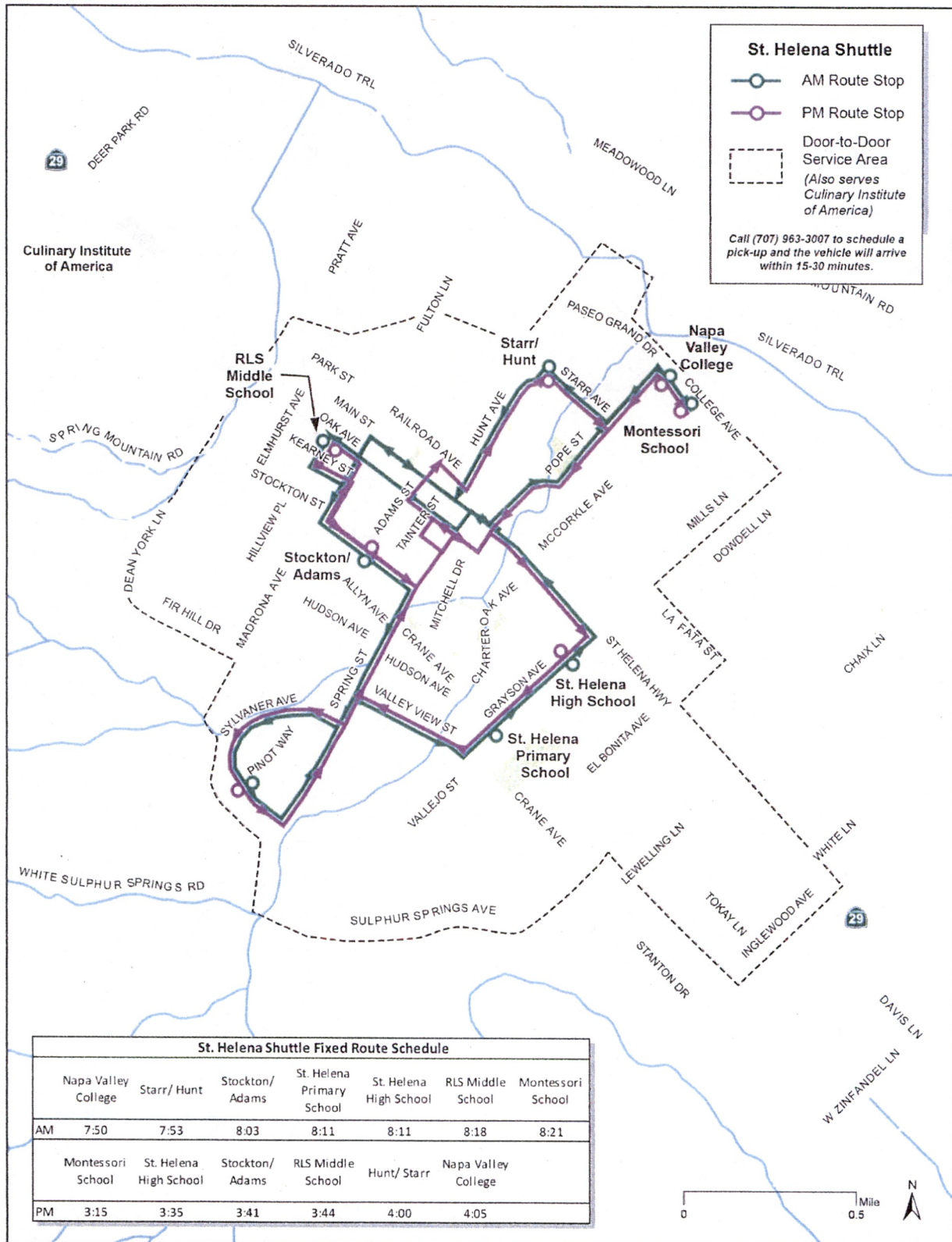
Approved as to Form:

By Tom Brown  
Tom Brown, City Attorney

Approved as to Form:

By Jennifer Gore  
Jennifer Gore, NVTB Legal Counsel

# EXHIBIT A





## **CITY OF ST. HELENA**

### **RESOLUTION No. 2017-89**

#### **Authorize the City Manager to Execute the Memorandum of Understanding (MOU) Between the Napa Valley Transportation Authority (NVTA) and the City of Saint Helena for Fixed Route and Door-to-Door Shuttle Service through the St. Helena VINE Shuttle**

#### **RECITALS**

- A. On February 12, 2002, the City Council approved Resolution 2002-26 to initiate the operation of the St. Helena VINE Shuttle, a local shuttle bus service; and
- B. In 2013 the City in cooperation with the Napa Valley Transportation Authority (NVTA), which was formally known as the Napa County Transportation and Planning Agency (NCTPA), and community stakeholders reassessed the service and began providing both fixed route and door-to-door service;
- C. As part of the 2013 agreement, the City agreed to participate in cost sharing, at the rate of the difference between fares collected and 10% of the annual fully allocated operating expenses of the service; and
- D. The 2013 agreement expired on June 30, 2016 and the City and NVTA desired to continue to provide the St Helena VINE Shuttle Service with two amendments through June 30, 2107; and
- E. The new MOU will continue to provide service through 2020 on both a fixed route and on-demand basis to locations within City limits.

#### **RESOLUTION**

The City Council of the City of St. Helena hereby resolves as follows:

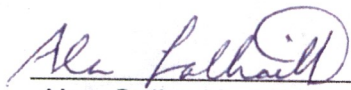
1. Authorizes the City Manager to execute the Memorandum of Understanding between the Napa Valley Transportation Authority and the City of Saint Helena for fixed route and on-demand shuttle service through the St. Helena VINE Shuttle.



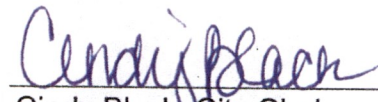
Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017, by the following vote:

<b>Mayor Galbraith:</b>	<b><u>Yes</u></b>
<b>Vice Mayor White:</b>	<b><u>Yes</u></b>
<b>Councilmember Dohring:</b>	<b><u>Yes</u></b>
<b>Councilmember Koberstein:</b>	<b><u>Yes</u></b>
<b>Councilmember Ellsworth:</b>	<b><u>Yes</u></b>

APPROVED:

  
\_\_\_\_\_  
Alan Galbraith, Mayor

ATTEST:

  
\_\_\_\_\_  
Cindy Black, City Clerk

