Item No: 8.7

Report to the City Council
Council Meeting of October 11, 2016

Agenda Section: **Consent**

Subject: **Consideration and proposed approval of a resolution authorizing the City Manager to Execute Amendment Number 1 to the Memorandum of Understanding (MOU) Between the Napa Valley Transportation Authority (NVTA) and the City of St. Helena for Fixed Route and On-Demand Shuttle Service through the St. Helena VINE Shuttle**

CEQA Status: **Not a CEQA project**

Prepared By: **Tracey Perkosky, Grants and Finance Manager**

Approved By: WJL for **Jennifer Phillips, City Manager**

BACKGROUND

In 2002, the City and Napa Valley Transportation Authority (NVTA), formerly known as Napa County Transportation and Planning Agency, began discussions and implemented the St. Helena VINE Shuttle to provide public shuttle service within city limits. In 2013, following public input and analysis, the shuttle was changed to be limited fixed route and door-to-door service.

The current fixed route service primarily serves the schools and local commuters. The service runs in the morning from 7:40 a.m. to 8:30 a.m. and in the afternoon from 3:15 p.m. to 4:05 p.m. Fixed route service is free to youth and seniors; adults must pay $0.50. The door-to-door service is on-demand with a first-come, first-serve appointment system. The door-to-door service is available Monday through Thursday from 7:45 a.m. to 6:00 p.m., Friday from 7:45 a.m. to 11:00 p.m., Saturday from 10:00 a.m. to 11:00 p.m., and Sunday from 12:00 p.m. to 7:00 p.m. Fares are $0.50 for youth, seniors and disabled persons and $1.00 for adults. There were 11,406 rides in Fiscal Year (FY) 2015-16. There is no service on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day. The attached map (Attachment 2, Exhibit A) shows the fixed route and door-to-door service area.

Per the most recent MOU, the City pays a share of the cost of the VINE Shuttle at the agreed rate of the difference between the dares collected and 10% of the annual fully allocated operating expenses of this service. Over the past four years, the average contribution is about $21,500. NVTA provides the operation, management, marketing

activities and materials, bus stop maintenance, administration and ridership information. The operation of the transit service is contracted to a third party.

DISCUSSION

The City of St. Helena is requesting Amendment No. 1 to the July 9, 2013 Memorandum of Understanding with NVTA to provide fixed route and door to door shuttle service within city limits. The current agreement expired on June 30, 2016 and this short-term amendment through March 31, 2017 will continue to provide valuable public transit and paratransit to the City while staff is reviewing the routes and ridership for possible improvements. Staff will bring future amendments to Council for approval.

FISCAL IMPACT

The costs for the Shuttle are already included in the FY 2016-17 Budget with $30,000 budgeted in 101-4000-2405.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution authorizing the City Manager to execute Amendment Number 1 to the Memorandum of Understanding between the Napa Valley Transportation Authority and the City of St. Helena for fixed route and door-to-door shuttle service through the St. Helena VINE Shuttle.

ATTACHMENTS

1. Resolution
2. Memorandum of Understanding
3. Amendment Number 1

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2016-

Authorize the City Manager to Execute Amendment Number 1 to 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 desire to continue to provide the St Helena VINE Shuttle Service, this amendment will extend the current agreement through March 31, 2017; and

E. During this 9 month extension, staff will explore options to optimize the St Helena VINE shuttle via improved hours of operation, City cost share and all other pertinent items.

RESOLUTION

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

1. Authorizes the City Manager to execute amendment number 1 to 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 Month Day, 2016, by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

_____

Alan Galbraith, Mayor

ATTEST:

_____

Cindy Black, City Clerk

Attachment 2

CITY OF ST. HELENA

RESOLUTION 2013-50

ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NAPA COUNTY TRANSPORTATION & PLANNING AGENCY (NCTPA) AND THE CITY OF ST. HELENA

RECITALS

A. On February 12, 2002, the Council approved Resolution 2002-26 to initiate the operation of the St. Helena VINE, a local shuttle bus service; and

B. In January 2013, NCTPA began the process of reassessing the current shuttle service through a series of meetings soliciting feedback from current riders, public policy makers, key stakeholders and the general public; and

C. Following the reassessment, a combination of fixed route and door-to-door service has been recommended by NCTPA; and

D. The City of St. Helena is in general agreement with the assessment and recommendations from NCTPA and recommends approval of the MOU; and

E. The City of St. Helena will pay a share of the cost of the VINE Shuttle Bus Service at the agreed rate of the difference between fares collected and 10% of the annual fully allocated operating expenses of the service.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. To adopt the Memorandum of Understanding (MOU) between Napa County Transportation & Planning Agency (NCTPA) and the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City Council on July 9, 2013 by the following vote:
AYES: Councilmembers Sculatti, White, Pitts, Vice Mayor Crull
NOES: None
ABSENT: Mayor Nevero

APPROVED:

Sharon Crull
Vice Mayor

ATTEST:

Delia Guijósa
City Clerk

MEMORANDUM OF UNDERSTANDING

between

The Napa County Transportation and Planning Agency

and

City of St. Helena

I. Preamble

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is made and entered into this 18th day of September, 2013, by and between the Napa County Transportation and Planning Agency a (hereinafter referred to as "NCTPA") and the City of St. Helena (hereinafter referred to as "CITY") and collectively referred to as the "Parties."

II. Recitals

WHEREAS, NCTPA through a prior agreement with the CITY has been providing transportation services formerly known as the St. Helena VINE Shuttle for residents of the City of St. Helena, California:

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

III. Responsibilities' of the Parties

A. NCTPA shall provide a draft fiscal year budget to the CITY by the end June of each year. For purposes of this Agreement, a fiscal year is July 1 to June 30. From the commencement of expanded service hours in fiscal 2013/14, the City shall pay quarterly the difference between fares collected and 10% of the annual fully allocated operating expenses of the service.

B. NCTPA 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 NCTPA's usual and customary rates for such service.

C. NCTPA 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. Monthly ridership reports shall be sent to the City Manager and Public Works Director. NCTPA will assign the operation of the St. Helena VINE Shuttle service to a third party.

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

D. NCTPA 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. The NCTPA 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.

IV. Term of the Agreement

This Agreement will become effective upon signatures of both parties and **will terminate on June 30, 2016**, unless amended, extended, or terminated pursuant to the terms of this Agreement.

V. Indemnity

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

VI. Termination

This Agreement may be terminated as follows:

A. By mutual agreement of the NCTPA 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, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

VII. Entire 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.

VIII. Applicable Law

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

IX. Modifications

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

X. Insurance

NCTPA shall maintain, throughout the term of this Agreement, a policy or polices of insurance, with a solvent and responsible company authorized to do business in the State of California, insuring NCTPA 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.

XI. Notices

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

To NCTPA: Executive Director
Napa County Transportation
and Planning Agency
625 Burnell Street
Napa, CA 94559

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

XII. Access to Records / Retention

NCTPA 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, NCTPA and CITY shall maintain all required records for at least five (5) years after all pending matters are closed.

XIII. Severability

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

XIV. Adjustments to Service

The shuttle service may be adjusted throughout the term of this contract to better service the needs of the passengers. NCTPA 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, NCTPA and CITY will agree to said changes prior to approval by the NCTPA Board.

XV. License and Permits

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

IN WITNESS WHEREOF, NCTPA and City of St. Helena have executed this Agreement on the 18th day of September, 2013.

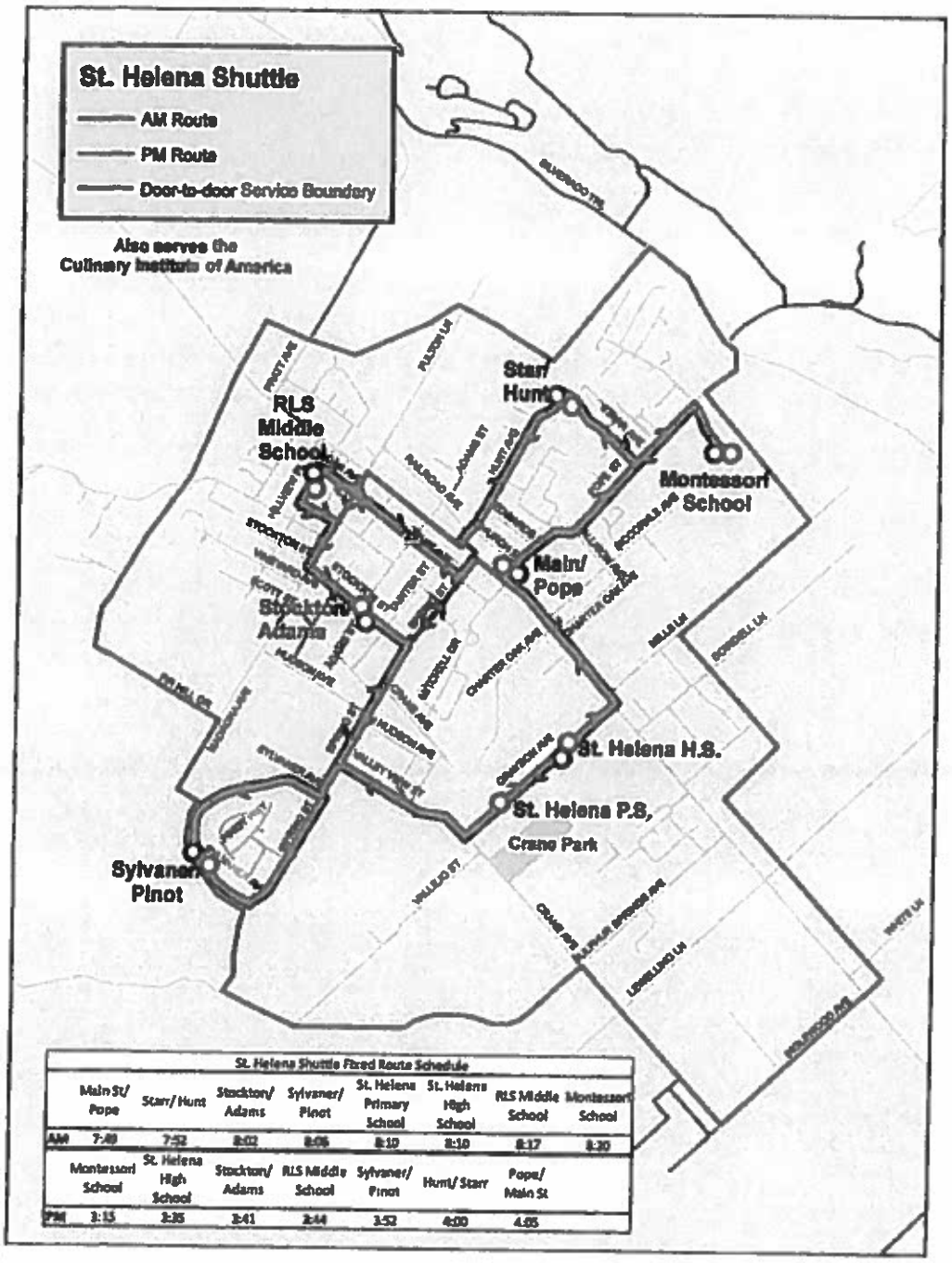
By:_____
Keith Caldwell, NCTPA Chair

Approved as to Form

By:_____
Janice D. Killion, NCTPA Legal Counsel

By:_____
Ann Nevero, Mayor, City of St. Helena

EXHIBIT A



St. Helena Shuttle Fixed Route Schedule

	Main St/ Pope	Starr/ Hunt	Stockton/ Adams	Sylvaner/ Pinot	St. Helena Primary School	St. Helena High School	RLS Middle School	Montessori School
AM	7:49	7:52	8:02	8:06	8:10	8:10	8:17	8:20

	Montessori School	St. Helena High School	Stockton/ Adams	RLS Middle School	Sylvaner/ Pinot	Hunt/ Starr	Pope/ Main St
PM	3:15	3:35	3:41	3:44	3:52	4:00	4:05

NAPA VALLEY TRANSPORTATION AUTHORITY

FIRST AMENDMENT TO THE NAPA VALLEY TRANSPORTATION AUTHORITY'S ("NVTA") MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ST HELENA

THIS FIRST AMENDMENT TO THE NAPA VALLEY TRANSPORTATION AUTHORITY'S ("NVTA") MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ST HELENA herein after referred to as "Agreement" is made and entered into as of this _____ day of October, 2016 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";

RECITALS

WHEREAS, in September 2013 NVTA through a prior agreement with the CITY has been providing transportation services formerly known as the St. Helena VINE Shuttle for residents of the City of St. Helena, California:

WHEREAS, the Agreement term was scheduled to expire in June 2016; and

WHEREAS, the parties desire to amend the Agreement to extend the term in order to allow NVTA to provide CITY with the services as set forth in the Agreement,

TERMS

NOW, THEREFORE, the NVTA and CITY agree to amend the Agreement as follows:

1. Section IV. Term of the Agreement shall be changed to read as follows:

   IV. Term of the Agreement.
   This Agreement will become effective upon signatures of both parties and **will terminate March 31, 2017**, unless amended, extended, or terminated pursuant to the terms of this Agreement.

2. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

"NVTA"

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

By_____
Kate Miller, Executive Director

ATTEST:

By_____
Karalyn E. Sanderlin, NVTA Board Secretary

Approved as to Form:

By_____
, NVTA Legal Counsel

"CITY"

City of St. Helena

By_____
Jennifer Phillips, City Manager

ATTEST:

By_____
Cindy Black, City Clerk

Approved as to Form:

By_____
Thomas B. Brown, City Attorney