

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
SUSAN HOEK – Nevada County Board of Supervisors
ED SCOFIELD – Nevada County Board of Supervisors, Chair
JAY STRAUSS – Member-At-Large
DUANE STRAWSER – Nevada City City Council
JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

REGULAR TELECONFERENCE MEETING AGENDA

Consistent with California Government Code Section 54953, an online meeting of the Nevada County Transportation Commission (NCTC) will be held exclusively via teleconference in light of COVID-19 and the state of emergency proclamation and state and local recommended measures for physical distancing.

The public is invited to participate in the Open Session of the meeting on
Wednesday, July 20, 2022 at 9:30 a.m.

To join the Zoom meeting on your computer or mobile device:

<https://us02web.zoom.us/j/2869133292?pwd=MXlFcmZ5QnNPZGJCSm93WEhJbUs4UT09>

Meeting ID: **286 913 3292** Online Password: **Rona530**

To join the Zoom meeting by phone:

+1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782.

International numbers available: <https://us02web.zoom.us/j/2869133292?pwd=MXlFcmZ5QnNPZGJCSm93WEhJbUs4UT09>

Meeting ID: **286 913 3292** Phone Password: **4181337**

PUBLIC COMMENT:

Written Comments: You are welcome to submit written comments to the Commission via email. Please send your comments to nctc@nccn.net. Please include the words **Public Comment** and the **meeting date and a brief title and/or agenda item number** in the subject line, and limit your word count to 400 words. Comments will be accepted through the public comment period and individual agenda discussion items during the meeting.

Oral Comments: Public Comment will be opened during the **Public Comment** time and for **each agenda item** in sequence. Please use the Zoom “**Raise Hand**” feature when the Chair announces the agenda item. The Chair may limit any individual to 3 minutes. Time to address the Commission will be allocated based on the number of requests received. Phone attendees: **Press *9 to Raise Hand**

Meetings are conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.*

The Commission welcomes you to its meeting. Your opinions and suggestions are encouraged. In compliance with Section 202 of the Americans with Disabilities Act of 1990, and in compliance with the Ralph M. Brown Act, anyone requiring reasonable accommodation to participate in the meeting, including auxiliary aids or services, should contact the NCTC office at (530) 265-3202 at least 72 hours in advance of the meeting.

REGULAR MEETING: 9:30 a.m.

STANDING ORDERS: Call the Meeting to Order, Pledge of Allegiance, Roll Call

PUBLIC COMMENT

CONSENT ITEMS: All matters listed are to be considered routine and noncontroversial by the Commission. There will be no separate discussion of these items unless, before the Commission votes on the motion to adopt, a Commissioner, a staff member, or an interested party requests that a specific item be removed.

Adopt Consent Items by roll call vote.

1. [Adopt Resolution Making Findings and Determinations Authorizing Virtual Teleconference Meetings under Government Code Section 54953\(e\) \(AB 361\):](#) See staff report.

Recommendation: Adopt Resolution **22-20**.

2. [Financial Reports:](#)

April and May 2022

- Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) Fund.
- NCTC Administration/Planning Fund.
- Regional Transportation Mitigation Fee Program Fund.
- State Transit Assistance Fund.
- Regional Surface Transportation Program Fund.

3. [NCTC Minutes:](#) May 18, 2022 and June 29, 2022 Meetings

Recommendation: Approve.

4. [TDA Allocation Request from Nevada County:](#) Through adoption of Resolution 22-xxx, County of Nevada is requesting allocations of LTF and STA Funds for FY 2022/23.

Recommendation: Adopt Resolution **22-21**.

5. [TDA Allocation Request from the City of Grass Valley:](#) Through adoption of Resolution 2022-52, City of Grass Valley is requesting an allocation of LTF Funds for FY 2022/23.

Recommendation: Adopt Resolution **22-22**.

6. [TDA Allocation Request from the City of Nevada City](#): Through the Adoption of Resolutions 2022-34 and 2022-35, Nevada City is requesting an allocation of LTF and Ped and Bike Funds for FY 2022/23.
Recommendation: Adopt Resolution **22-23**.

7. [TDA Allocation Request from the Town of Truckee](#): Through adoption of Resolutions 2022-36, 2022-37 and 2022-38, Town of Truckee is requesting allocations of LTF and STA Funds for FY 2022/23.
Recommendation: Adopt Resolution **22-24**.

8. [Allocation Request from County of Nevada for Regional Surface Transportation Program Funds for FY 2022/23 Projects](#): See staff report.
Recommendation: Adopt Resolution **22-25**.

9. [Allocation Request from Nevada City for Regional Surface Transportation Program Funds for FY 2022/23 Projects](#): See staff report.
Recommendation: Adopt Resolution **22-26**.

10. [Grass Valley, Nevada City, Town of Truckee, and Nevada County Local Participation Subrecipient Agreements for FY 2022/23](#): See staff report.
Recommendation: Adopt Resolution **22-27**.

ACTION ITEMS

11. [Professional Services Agreement with DKS Associates to Update the Regional Transportation Plan](#): See staff report.
Recommendation: Adopt Resolution **22-28** by roll call vote.

12. [Ready Nevada County Extreme Climate Event Mobility and Adaptation Plan Final Report](#): See staff report.
Recommendation: Adopt Resolution **22-29** by roll call vote.

13. [Revision to NCTC Compensation Policy for Annual COLA Adjustment](#): See staff report.
Recommendation: Adopt Resolution **22-30** by roll call vote.

- 14. [Amendment 2 to Professional Services Agreement with GHD Inc. for RTMF Update](#): See staff report.
Recommendation: Adopt Resolution **22-31** by roll call vote.

INFORMATIONAL ITEMS

- 15. [Correspondence](#)
 - A. Betty T. Yee, California State Controller, [Fiscal Year 2021/22 Third Quarter State Transit Assistance Allocation](#), File 1370.0, 5/18/2022.
 - B. Betty T. Yee, California State Controller, [Fiscal Year 2021/22 Third Quarter State of Good Repair Program Allocation](#), File 370.2.1, 5/18/2022.
- 16. [Executive Director’s Report](#)
- 17. [Project Status Report](#)
 - A. Caltrans Project: Sam Vandell, Caltrans District 3 Project Manager for Nevada County.
- 18. [Closed Session](#): Pursuant to Government Code Section 54947, Public Employee Performance Evaluation of the Executive Director, Michael Woodman

COMMISSION ANNOUNCEMENTS: Pursuant to Government Code Section 54954.2, Commission members and the Executive Director may make a brief announcement or report on his or her activities. They may also provide a reference to staff or other resources for factual information, request staff to report back to the Commission at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda.

SCHEDULE FOR NEXT REGULAR MEETING: September 21, 2022.

ADJOURNMENT OF MEETING

This meeting agenda was posted 72 hours in advance of the meeting at the Nevada County Transportation Commission office, and on the Nevada County Transportation Commission website: <http://www.nctc.ca.gov>

For further information, please contact staff at the Nevada County Transportation Commission, 101 Providence Mine Road, Suite 102, Nevada City, CA 95959; (530) 265-3202; email: nctc@nccn.net

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2022 NCTC MEETING SCHEDULE

JANUARY 26, 2022

MARCH 16, 2022

MAY 18, 2022

JULY 20, 2022

SEPTEMBER 21, 2022

NOVEMBER 16, 2022

Meetings will be held remotely at 9:30 a.m. until further notice.

COMMONLY USED ACRONYMS
NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)

Updated 11-14-17

ADA	Americans with Disabilities Act	NADO	National Association of Development Organizations
ADT	Average Daily Trip	NCALUC	Nevada County Airport Land Use Commission
AIA	Airport Influence Area	NCBA	Nevada County Business Association
ALUC	Airport Land Use Commission	NCCA	Nevada County Contractors' Association
ALUCP	Airport Land Use Compatibility Plan	NCTC	Nevada County Transportation Commission
ATP	Active Transportation Program	NEPA	National Environmental Policy Act
CALCOG	California Association of Councils of Governments	NSAQMD	Northern Sierra Air Quality Management District
CalSTA	California State Transportation Agency	NSSR	North State Super Region
CAR	Concept Approval Report	O & D	Origin and Destination Study
CARB	California Air Resources Board	OWP	Overall Work Program
CCAA	California Clean Air Act	PA/ED	Project Approval and Environmental Documentation
CDBG	Community Development Block Grant	PCTPA	Placer County Transportation Planning Agency
CEQA	California Environmental Quality Act	PDT	Project Development Team
CIP	Capital Improvement Program	PE	Professional Engineer
CMAQ	Congestion Mitigation and Air Quality	PID	Project Initiation Document
CNEL	Community Noise Equivalent Level	PPM	Planning, Programming, and Monitoring
CSAC	California State Association of Counties	PS&E	Plans, Specifications, and Estimates
CSMP	Corridor System Management Plan	PSR	Project Study Report
CT	Caltrans	PTMISEA	Public Transportation Modernization Improvement & Service Enhancement Acct.
CTC	California Transportation Commission	PUC	Public Utilities Code
CTP	California Transportation Plan	RCRC	Rural County Representatives of California
CTS	Community Transit Services	RCTF	Rural Counties Task Force
CTSA	Consolidated Transportation Service Agency	RFP	Request For Proposal
DBE	Disadvantaged Business Enterprise	RIP	Regional Improvement Program
DPW	Department of Public Works	RPA	Rural Planning Assistance
EIR	Environmental Impact Report	RSTP	Regional Surface Transportation Program
EIS	Environmental Impact Statement (U.S. Federal law)	RTAP	Rural Transit Assistance Program
EPA	Environmental Protection Agency	RTIP	Regional Transportation Improvement Program
ERC	Economic Resource Council	RTMF	Regional Transportation Mitigation Fee
FAA	Federal Aviation Administration	RTP	Regional Transportation Plan
FFY	Federal Fiscal Year	RTPA	Regional Transportation Planning Agency
FHWA	Federal Highway Administration	RTTPC	Resort Triangle Transportation Planning Coalition
FONSI	Finding Of No Significant Impact	R/W	Right-of-Way
FSTIP	Federal Statewide Transportation Improvement Program	SACOG	Sacramento Area Council of Governments
FTA	Federal Transit Administration	SDA	Special Development Areas
FTIP	Federal Transportation Improvement Program	SHA	State Highway Account
GIS	Geographic Information Systems	SHOPP	State Highway Operations and Protection Program
HPP	High Priority Project (Mousehole)	SSTAC	Social Services Transportation Advisory Council
HSIP	Highway Safety Improvement Program	STA	State Transit Assistance
INFRA	Infrastructure for Rebuilding America	STIP	State Transportation Improvement Program
IRRS	Interregional Road System	STP	Surface Transportation Program
IIP	Interregional Improvement Program	TAC	Technical Advisory Committee
ITE	Institute of Transportation Engineers	TART	Tahoe Area Regional Transit
ITIP	Interregional Transportation Improvement Program	TDA	Transportation Development Act
ITMS	Intermodal Transportation Management System	TDM	Transportation Demand Management
ITS	Intelligent Transportation Systems	TDP	Transit Development Plan
ITSP	Interregional Transportation Strategic Plan	TIGER	Transportation Investments Generate Economic Recovery (Funds)
JPA	Joint Powers Agreement	TIP	Transportation Improvement Program
LAFCO	Local Agency Formation Commission	TNT/TMA	Truckee-North Tahoe Transportation Management Association
LCTOP	Low Carbon Transit Operations Program (Truckee)	TRPA	Tahoe Regional Planning Agency
LOS	Level Of Service	TSC	Transit Services Commission
LTF	Local Transportation Fund	TTALUC	Truckee Tahoe Airport Land Use Commission
MAP-21	Moving Ahead for Progress in the 21 st Century	VMT	Vehicle Miles Traveled
MOU	Memorandum of Understanding		
MPO	Metropolitan Planning Organization		
MTC	Metropolitan Transportation Commission		

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File: 740.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Mike Woodman, Executive Director 

SUBJECT: Findings and Determinations Authorizing Virtual Teleconference Meetings under Government Code Section 54953(e) (AB 361), Resolution 22-20

DATE: July 20, 2022

RECOMMENDATION: Adopt Resolution 22-20 approving findings and declaring its intent to continue remote teleconference meetings pursuant to Government Code section 54953(e) due to the Governor's COVID-19 State of Emergency Proclamation and state regulations related to physical distancing.

BACKGROUND: The Board has been conducting its public meetings under the Governor's Executive Orders issued in connection to the COVID-19 pandemic and its related health and safety risks which allowed legislative bodies to hold meetings exclusively by teleconference. Effective October 1, 2021, Assembly Bill (AB) 361 allows local legislative bodies to continue to hold modified remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures related to physical distancing which warrant holding meetings remotely.

AB 361 codifies certain provisions of the Governor's Executive Orders to allow for the following teleconference rules:

- Waives the requirement that there be a physical meeting location open to the public to attend Board meetings and comment during the meeting;
- Waives the requirement that the agenda identify and notice each teleconference location of each member of the Board that is participating by teleconference;
- Waives the requirement that each teleconference location be accessible to the public;
- Waives the requirement that members of the public be able to address the Board at each teleconference location;
- Waives the requirement that local agencies post agendas at all teleconference locations;
- Waives the requirement that at least a quorum of the Board participate from within the boundaries of the territory of the Board's jurisdiction;

AB 361 imposes additional rules for certain teleconference meetings as follows:

- Agencies cannot require that written comments be submitted in advance of a meeting, and agencies may only close the comment period at the same time it is closed during the meeting.
- The public must be given an opportunity to comment directly during the meeting and public comment periods. There must be a live time, call in or internet based public comment option.
- In the event of a disruption in broadcasting the meeting, the legislative body shall take no further action until meeting access is restored to the public.

In order for the Board to conduct meetings under the AB 361 teleconference meeting rules, the Board meetings must meet one of the following provisions:

(A) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or

(B) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or

(C) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The AB 361 modified teleconference meeting rules can only be used in the event there is a Governor issued state of emergency. The Governor's COVID-19 state of emergency satisfies this requirement.

The second requirement of item (A) above is satisfied currently as state officials imposed and recommended measures to promote social distancing. California Division of Occupational Safety and Health ("Cal/OSHA") regulations related to COVID-19 recommend physical distancing and regulates "close contact" which occurs when individuals are within six feet of another in certain circumstances.

**RESOLUTION 22-20
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

DECLARING ITS INTENT TO CONTINUE REMOTE TELECONFERENCE ONLY MEETINGS DUE TO THE GOVERNOR'S PROCLAMATION OF STATE OF EMERGENCY AND STATE REGULATIONS RELATED TO PHYSICAL DISTANCING DUE TO THE THREAT OF COVID-19

WHEREAS, the Nevada County Transportation Commission ("NCTC") is committed to preserving public access and participation in meetings of NCTC; and

WHEREAS, all meetings of NCTC are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963, the "Brown Act"), so that any member of the public may attend, participate, and observe NCTC conduct its business; and

WHEREAS, the Brown Act, Government Code section 54953(e), provides for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, such conditions now exist in the State, specifically, the Governor of the State of California proclaimed a state of emergency on March 4, 2020, related to the threat of COVID-19, which threat remains; and

WHEREAS, California Department of Public Health and the Federal Centers for Disease Control and Prevention caution that the Omicron variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations; and

WHEREAS, the California Division of Occupational Safety and Health ("Cal/OSHA") regulations at Title 8 Section 3205 recommends physical distancing in the workplace as precautions against the spread of COVID-19 and imposes certain restrictions and requirements due to a "close contact" which occurs when individuals are within six feet of another in certain circumstances; and

WHEREAS, to allow for physical distancing and remote meeting attendance in accordance with recommended measures from Cal/OSHA, NCTC does hereby find that NCTC shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that NCTC shall comply with the requirements to provide the public with access to the meetings electronically as prescribed in paragraph (2) of subdivision (e) of section 54953.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission hereby submits:

1. The foregoing recitals are true and correct.
2. NCTC hereby recognizes the Governor's proclaimed state of emergency remains in effect and continues to impact the ability of NCTC and the public to meet safely in person. NCTC further recognizes the recommendation of State and local officials promoting social distancing.
3. NCTC shall conduct public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act for remote only teleconference meetings.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022,
by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

**Nevada County Transportation Commission
Monthly Financial Report 2021/22**

APRIL

TOWN OF TRUCKEE (5805) LTF

16.63%

Cash Balance 04/01/22	\$1,354,752.27
Additions	\$48,042.68
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$1,402,794.95
 <u>Budget and Allocations</u>	
Fund Balance 6/30/21	\$975,726.60
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$575,172.00</u>
AMOUNT TO BE ALLOCATED	\$1,550,898.60
 Total Amount of Approved Allocations	 <u>\$627,443.36</u>
BALANCE Available for Allocation	\$923,455.24

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/21/21 21-16	Transit/Paratransit Operations	\$627,443.36	\$0.00	\$627,443.36

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 04/01/22	\$297,858.16
Additions	\$6,204.36
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$304,062.52

Budget and Allocations

Fund Balance 6/30/21	\$247,918.55
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$74,279.00</u>
AMOUNT TO BE ALLOCATED	\$322,197.55

Total Amount of Approved Allocations	<u>\$0.00</u>
BALANCE Available for Allocation	\$322,197.55

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
	No FY 2021/22 Projects	\$0.00	\$0.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

NEVADA COUNTY (5807) LTF

67.11%

Cash Balance 04/01/22	\$3,405,218.36
Additions	\$193,836.03
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$3,599,054.39

Budget and Allocations	
<u>Fund Balance 6/30/21</u>	\$3,348,185.01
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$2,183,580.00</u>
AMOUNT TO BE ALLOCATED	\$5,531,765.01

Total Amount of Approved Allocations	<u>\$4,644,233.00</u>
BALANCE Available for Allocation	\$887,532.01

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/21/21 21-15	Transit/Paratransit Operations	\$2,183,580.00	\$1,459,124.11	\$724,455.89
1/22/21 21-02	Reserved in the Fund Capital Purchase of 2 buses	\$2,460,653.00	\$0.00	\$2,460,653.00
	TOTAL	\$4,644,233.00	\$1,459,124.11	\$3,185,108.89

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

GRASS VALLEY (5808) LTF

13.09%

Cash Balance 04/01/22	\$0.00
Additions	\$37,804.75
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$37,804.75

Budget and Allocations

Fund Balance 6/30/21	\$103,676.43
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$452,602.00</u>
AMOUNT TO BE ALLOCATED	\$556,278.43
Total Amount of Approved Allocations	<u>\$452,602.00</u>
BALANCE Available for Allocation	\$103,676.43

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
9/15/21 21-19	Transit/Paratransit Operations	\$452,602.00	\$394,700.07	\$57,901.93

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

NEVADA CITY (5809) LTF

3.16%

Cash Balance 04/01/22	\$0.00
Additions	\$9,129.68
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$9,129.68

Budget and Allocations

Fund Balance 6/30/21	\$25,309.52
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$109,301.00</u>
AMOUNT TO BE ALLOCATED	\$134,610.52

Total Amount of Approved Allocations	<u>\$109,301.00</u>
BALANCE Available for Allocation	\$25,309.52

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
9/15/21 Reso 21-20	Transit/Paratransit Operations	\$109,301.00	\$95,590.43	\$13,710.57

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 04/01/22	\$171,098.90
Additions	\$15,200.69
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$186,299.59

Budget and Allocations

Fund Balance 6/30/21	\$167,165.29
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$181,984.00</u>
AMOUNT TO BE ALLOCATED	\$349,149.29

Total Amount of Approved Allocations	<u>\$181,984.00</u>
BALANCE Available for Allocation	\$167,165.29

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/21/21 21-15	Nevada County Paratransit Operations	\$151,884.00	\$113,913.00	\$37,971.00
7/21/21 21-16	Truckee Paratransit Operations	\$30,100.00	\$0.00	\$30,100.00
	TOTAL	\$181,984.00	\$113,913.00	\$68,071.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

**PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND
SERVICE ENHANCEMENT ACCOUNT - TRUCKEE (6318)**

Cash Balance 04/01/22	\$76.98
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$76.98
Amount Approved for Projects	\$0.00
Interest Accrued*	<u>\$76.98</u>
Total Available	\$76.98

DATE/RESO	PROJECT	AMOUNT AVAILABLE FOR THE PROJECT	TTD ACTIVITY Accrual	BALANCE
	No FY 21-22 project	\$0.00	\$0.00	\$0.00

Nevada County Transportation Commission
Monthly Financial Report FY 2021/22

APRIL

NCTC Administration & Planning (6327)

Cash Balance 04/01/22	\$420,095.98
Additions	\$0.00
Deductions	<u>\$98,458.01</u>
Cash Balance 04/30/22	\$321,637.97

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/21	\$285,825.24
Estimated Revenue	<u>\$1,575,803.03</u>
AVAILABLE FOR ALLOCATION	\$1,861,628.27
Total of Approved Allocations	<u>\$1,575,803.03</u>
BALANCE AVAILABLE FOR ALLOCATION	\$285,825.24

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$186,350.92	\$132,067.43	\$54,283.49	70.87%
	Indirect	\$36,316.60	\$18,549.37	\$17,767.23	51.08%
	Consultant Human Resources	\$5,000.00	\$0.00	\$5,000.00	0.00%
1.2	<u>TDA Admin.</u>				
	NCTC Staff	\$215,115.75	\$155,813.20	\$59,302.55	72.43%
	Indirect	\$41,922.37	\$22,257.57	\$19,664.80	53.09%
	Fiscal Audit unallowable	\$50,000.00	\$0.00	\$50,000.00	0.00%
	Triennial Performance Audits	\$43,220.00	\$12,935.25	\$30,284.75	29.93%
2.1	<u>Regional Transportation Plan</u>				
	NCTC Staff	\$41,894.80	\$40,287.73	\$1,607.07	96.16%
	Indirect	\$13,737.74	\$6,711.07	\$7,026.67	48.85%
	Transportation Engineering	\$25,000.00	\$5,406.25	\$19,593.75	21.63%
	Local Agency	\$30,000.00	\$6,690.45	\$23,309.55	22.30%
	Traffic Counts	\$10,000.00	\$0.00	\$10,000.00	0.00%
2.1.1	<u>Regional Transportation Plan Update</u>				
	NCTC Staff	\$28,597.48	\$10,702.35	\$17,895.13	37.42%
	Consultant	\$75,000.00	\$0.00	\$75,000.00	0.00%
2.2	<u>Transportation Engineering</u>				
	NCTC Staff	\$48,778.80	\$40,603.50	\$8,175.30	83.24%
	Indirect	\$16,596.89	\$8,098.04	\$8,498.85	48.79%
2.2.1	<u>RTMF Update</u>				
	NCTC Staff	\$36,384.64	\$13,321.86	\$23,062.78	36.61%
	Consultant	\$79,999.00	\$22,158.57	\$57,840.43	27.70%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$46,384.46	\$32,894.53	\$13,489.93	70.92%
	Indirect	\$9,039.53	\$3,614.24	\$5,425.29	39.98%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$68,432.75	\$57,172.07	\$11,260.68	83.54%
	Indirect	\$25,160.86	\$9,622.28	\$15,538.58	38.24%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	100.00%
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$18,533.12	\$6,267.56	\$12,265.56	33.82%
	Consultant	\$15,000.00	\$472.70	\$14,527.30	3.15%
2.4.3	<u>READY Nevada County</u>				
	NCTC Staff	\$28,180.20	\$16,581.55	\$11,598.65	58.84%
	Consultant	\$104,602.15	\$41,328.69	\$63,273.46	39.51%
2.4.4	<u>RCTF Rural Induced Demand Study</u>				
	NCTC Staff	\$13,961.55	\$0.00	\$13,961.55	0.00%
	Consultant	\$125,000.00	\$0.00	\$125,000.00	0.00%
	Contingency	\$135,593.42	\$0.00	\$135,593.42	0.00%
	TOTAL ALL WORK ELEMENTS	\$1,575,803.03	\$665,556.26	\$910,246.77	42.24%

Note: Totals may not equal addition of amounts in columns due to rounding.

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 04/01/22	\$1,929,431.11
Additions	\$108,290.42
Deductions	\$0.00
Cash Balance 04/30/22	\$2,037,721.53

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2021/22**

JURISDICTION	COLLECTED/EXPENDED 2000/01 - 2020/21	COLLECTED/EXPENDED 2021/22	TOTAL COLLECTED/EXPENDED
Grass Valley	\$2,515,306.32	\$0.00	\$2,515,306.32
Nevada City	\$173,699.77	-\$2,869.95	\$170,829.82
Nevada County	\$5,025,638.19	\$343,431.48	\$5,369,069.67
Total	\$7,714,644.28	\$340,561.53	\$8,055,205.81
Interest	\$216,662.55	\$15,366.32	\$232,028.87
Expenditures	\$6,096,907.11	\$152,606.05	\$6,249,513.16
TOTAL	\$1,834,399.72	\$203,321.80	\$2,037,721.52

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	EXPENDED YTD Accrual Basis	BALANCE
1/19/21 Reso 21-01	NCTC RTMF Administration	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,260,261.54	\$3,126,201.30	\$0.00	\$3,126,201.30
7/19/17 Reso 17-29	Grass Valley East Main Street/Bennett Street	\$1,500,000.00	\$1,150,057.28	\$349,942.72	\$152,606.05	\$197,336.67
5/19/21 Reso 21-12	NCTC RTMF Update	\$116,383.64	\$9,614.71	\$106,768.93	\$0.00	\$106,768.93
TOTAL		\$6,007,846.48	\$2,419,933.53	\$3,587,912.95	\$152,606.05	\$3,435,306.90

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 04/01/22	\$3,747,447.38
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$3,747,447.38
 <u>Budget and Allocations</u>	
Fund Balance 6/30/21	\$3,142,373.37
Estimated STA Revenue	\$866,937.00
AMOUNT TO BE ALLOCATED	\$4,009,310.37
 Total Approved Allocations	 <u>\$233,978.27</u>
BALANCE Available for Allocation	\$3,775,332.10

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/21/21 21-15	Nevada County Transit/Paratransit Services 99314	\$17,795.00	\$17,795.00	\$0.00
7/21/21 21-16	Truckee Transit/Paratransit Services	\$216,183.27	\$0.00	\$216,183.27
	TOTAL	\$233,978.27	\$17,795.00	\$216,183.27

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

APRIL

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 04/01/22	\$2,359,507.24
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 04/30/22	\$2,359,507.24
<u>Budget and Allocations</u>	
Fund Balance 6/30/21	\$2,339,587.73
Estimated RSTP Revenue	<u>\$0.00</u>
AMOUNT TO BE ALLOCATED	\$2,339,587.73
Total Amount of Approved Allocations	<u>\$1,120,759.89</u>
BALANCE Available for Allocation	\$1,218,827.84

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-33	GV 2020/21 Annual Street Rehab	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road	\$160,000.00	\$57,186.00	\$102,814.00	\$0.00	\$102,814.00
11/17/21 21-22	Nev Co 2021/22 General Maintenance	\$867,945.89	\$0.00	\$867,945.89	\$0.00	\$867,945.89
	TOTAL	\$1,177,945.89	\$57,186.00	\$1,120,759.89	\$0.00	\$1,120,759.89

**Nevada County Transportation Commission
Monthly Financial Report 2021/22**

MAY

TOWN OF TRUCKEE (5805) LTF

16.63%

Cash Balance 05/01/22	\$1,402,794.95
Additions	\$55,393.29
Deductions	<u>\$0.00</u>
Cash Balance 05/31/22	\$1,458,188.24
 <u>Budget and Allocations</u>	
Fund Balance 6/30/21	\$975,726.60
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$575,172.00</u>
AMOUNT TO BE ALLOCATED	\$1,550,898.60
 Total Amount of Approved Allocations	 <u>\$627,443.36</u>
BALANCE Available for Allocation	\$923,455.24

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/21/21 21-16	Transit/Paratransit Operations	\$627,443.36	\$0.00	\$627,443.36

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 05/01/22	\$304,062.52
Additions	\$7,153.65
Deductions	<u>\$0.00</u>
Cash Balance 05/31/22	\$311,216.17

Budget and Allocations

Fund Balance 6/30/21	\$247,918.55
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$74,279.00</u>
AMOUNT TO BE ALLOCATED	\$322,197.55

Total Amount of Approved Allocations	<u>\$0.00</u>
BALANCE Available for Allocation	\$322,197.55

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
	No FY 2021/22 Projects	\$0.00	\$0.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

NEVADA COUNTY (5807) LTF

67.11%

Cash Balance 05/01/22	\$3,599,054.39
Additions	\$223,493.27
Deductions	<u>\$193,836.03</u>
Cash Balance 05/31/22	\$3,628,711.63

Budget and Allocations	
<u>Fund Balance 6/30/21</u>	\$3,348,185.01
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$2,183,580.00</u>
AMOUNT TO BE ALLOCATED	\$5,531,765.01

Total Amount of Approved Allocations	<u>\$4,644,233.00</u>
BALANCE Available for Allocation	\$887,532.01

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/21/21 21-15	Transit/Paratransit Operations	\$2,183,580.00	\$1,652,960.14	\$530,619.86
1/22/21 21-02	Reserved in the Fund Capital Purchase of 2 buses	\$2,460,653.00	\$0.00	\$2,460,653.00
	TOTAL	\$4,644,233.00	\$1,652,960.14	\$2,991,272.86

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

GRASS VALLEY (5808) LTF

13.09%

Cash Balance 05/01/22	\$37,804.75
Additions	\$43,588.97
Deductions	<u>\$57,901.93</u>
Cash Balance 05/31/22	\$23,491.79

Budget and Allocations

Fund Balance 6/30/21	\$103,676.43
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$452,602.00</u>
AMOUNT TO BE ALLOCATED	\$556,278.43

Total Amount of Approved Allocations	<u>\$452,602.00</u>
BALANCE Available for Allocation	\$103,676.43

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
9/15/21 21-19	Transit/Paratransit Operations	\$452,602.00	\$452,602.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

NEVADA CITY (5809) LTF

3.16%

Cash Balance 05/01/22	\$9,129.68
Additions	\$10,526.54
Deductions	<u>\$13,710.57</u>
Cash Balance 05/31/22	\$5,945.65

Budget and Allocations

Fund Balance 6/30/21	\$25,309.52
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$109,301.00</u>
AMOUNT TO BE ALLOCATED	\$134,610.52

Total Amount of Approved Allocations	<u>\$109,301.00</u>
BALANCE Available for Allocation	\$25,309.52

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
9/15/21 Reso 21-20	Transit/Paratransit Operations	\$109,301.00	\$109,301.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 05/01/22	\$186,299.59
Additions	\$17,526.42
Deductions	<u>\$37,971.00</u>
Cash Balance 05/31/22	\$165,855.01

Budget and Allocations

Fund Balance 6/30/21	\$167,165.29
Revenue Revised Findings Reso 21-08 5/9/21	<u>\$181,984.00</u>
AMOUNT TO BE ALLOCATED	\$349,149.29

Total Amount of Approved Allocations	<u>\$181,984.00</u>
BALANCE Available for Allocation	\$167,165.29

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/21/21 21-15	Nevada County Paratransit Operations	\$151,884.00	\$151,884.00	\$0.00
7/21/21 21-16	Truckee Paratransit Operations	\$30,100.00	\$0.00	\$30,100.00
	TOTAL	\$181,984.00	\$151,884.00	\$30,100.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

**PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND
SERVICE ENHANCEMENT ACCOUNT - TRUCKEE (6318)**

Cash Balance 05/01/22	\$76.98
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 05/31/22	\$76.98
Amount Approved for Projects	\$0.00
Interest Accrued*	<u>\$76.98</u>
Total Available	\$76.98

DATE/RESO	PROJECT	AMOUNT AVAILABLE FOR THE PROJECT	TTD ACTIVITY Accrual	BALANCE
	No FY 21-22 project	\$0.00	\$0.00	\$0.00

Nevada County Transportation Commission
Monthly Financial Report FY 2021/22

MAY

NCTC Administration & Planning (6327)

Cash Balance 05/01/22	\$321,637.97
Additions	\$264,270.75
Deductions	<u>\$119,622.46</u>
Cash Balance 05/31/22	\$466,286.26

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/21	\$285,825.24
Estimated Revenue	<u>\$1,679,061.87</u>
AVAILABLE FOR ALLOCATION	\$1,964,887.11
Total of Approved Allocations	<u>\$1,679,061.87</u>
BALANCE AVAILABLE FOR ALLOCATION	\$285,825.24

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$186,350.92	\$149,187.81	\$37,163.11	80.06%
	Indirect	\$36,316.60	\$19,868.21	\$16,448.39	54.71%
	Consultant Human Resources	\$5,000.00	\$0.00	\$5,000.00	0.00%
1.2	<u>TDA Admin.</u>				
	NCTC Staff	\$215,115.75	\$174,299.81	\$40,815.94	81.03%
	Indirect	\$41,922.37	\$23,616.74	\$18,305.63	56.33%
	Fiscal Audit unallowable	\$50,000.00	\$0.00	\$50,000.00	0.00%
	Triennial Performance Audits	\$43,220.00	\$20,076.75	\$23,143.25	46.45%
2.1	<u>Regional Transportation Plan</u>				
	NCTC Staff	\$41,894.80	\$40,287.73	\$1,607.07	96.16%
	Indirect	\$13,737.74	\$7,045.42	\$6,692.32	51.29%
	Transportation Engineering	\$25,000.00	\$5,406.25	\$19,593.75	21.63%
	Local Agency	\$30,000.00	\$6,690.45	\$23,309.55	22.30%
	Traffic Counts	\$10,000.00	\$0.00	\$10,000.00	0.00%
2.1.1	<u>Regional Transportation Plan Update</u>				
	NCTC Staff	\$28,597.48	\$16,422.52	\$12,174.96	57.43%
	Consultant	\$145,000.00	\$0.00	\$145,000.00	0.00%
2.2	<u>Transportation Engineering</u>				
	NCTC Staff	\$48,778.80	\$45,199.39	\$3,579.41	92.66%
	Indirect	\$16,596.89	\$8,576.89	\$8,020.00	51.68%
2.2.1	<u>RTMF Update</u>				
	NCTC Staff	\$36,384.64	\$15,743.90	\$20,640.74	43.27%
	Consultant	\$113,257.84	\$22,158.57	\$91,099.27	19.56%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$46,384.46	\$36,813.89	\$9,570.57	79.37%
	Indirect	\$9,039.53	\$3,863.86	\$5,175.67	42.74%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$68,432.75	\$64,171.38	\$4,261.37	93.77%
	Indirect	\$25,160.86	\$10,260.62	\$14,900.24	40.78%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	100.00%
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$18,533.12	\$6,876.20	\$11,656.92	37.10%
	Consultant	\$15,000.00	\$472.70	\$14,527.30	3.15%
2.4.3	<u>READY Nevada County</u>				
	NCTC Staff	\$28,180.20	\$18,583.66	\$9,596.54	65.95%
	Consultant	\$104,602.15	\$49,505.19	\$55,096.96	47.33%
2.4.4	<u>RCTF Rural Induced Demand Study</u>				
	NCTC Staff	\$13,961.55	\$0.00	\$13,961.55	0.00%
	Consultant	\$125,000.00	\$0.00	\$125,000.00	0.00%
	Contingency	\$135,593.42	\$0.00	\$135,593.42	0.00%
	TOTAL ALL WORK ELEMENTS	\$1,679,061.87	\$747,127.94	\$931,933.93	44.50%

Note: Totals may not equal addition of amounts in columns due to rounding.

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 05/01/22	\$2,037,721.53
Additions	\$0.00
Deductions	\$0.00
Cash Balance 05/31/22	\$2,037,721.53

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2021/22**

JURISDICTION	COLLECTED/EXPENDED 2000/01 - 2020/21	COLLECTED/EXPENDED 2021/22	TOTAL COLLECTED/EXPENDED
Grass Valley	\$2,515,306.32	\$0.00	\$2,515,306.32
Nevada City	\$173,699.77	-\$2,869.95	\$170,829.82
Nevada County	\$5,025,638.19	\$343,431.48	\$5,369,069.67
Total	\$7,714,644.28	\$340,561.53	\$8,055,205.81
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TOTAL	\$1,834,399.72	\$203,321.80	\$2,037,721.52

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	EXPENDED YTD Accrual Basis	BALANCE
1/19/21 Reso 21-01	NCTC RTMF Administration	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,260,261.54	\$3,126,201.30	\$0.00	\$3,126,201.30
7/19/17 Reso 17-29	Grass Valley East Main Street/Bennett Street	\$1,500,000.00	\$1,150,057.28	\$349,942.72	\$152,606.05	\$197,336.67
5/19/21 Reso 21-12	NCTC RTMF Update	\$116,383.64	\$9,614.71	\$106,768.93	\$0.00	\$106,768.93
TOTAL		\$6,007,846.48	\$2,419,933.53	\$3,587,912.95	\$152,606.05	\$3,435,306.90

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 05/01/22	\$3,747,447.38
Additions	\$248,514.00
Deductions	<u>\$0.00</u>
Cash Balance 05/31/22	\$3,995,961.38
 <u>Budget and Allocations</u>	
Fund Balance 6/30/21	\$3,142,373.37
Estimated STA Revenue	\$866,937.00
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 Total Approved Allocations	 <u>\$233,978.27</u>
BALANCE Available for Allocation	\$3,775,332.10

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/21/21 21-15	Nevada County Transit/Paratransit Services 99314	\$17,795.00	\$17,795.00	\$0.00
7/21/21 21-16	Truckee Transit/Paratransit Services	\$216,183.27	\$0.00	\$216,183.27
	TOTAL	\$233,978.27	\$17,795.00	\$216,183.27

**Nevada County Transportation Commission
Monthly Financial Report FY 2021/22**

MAY

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 05/01/22	\$2,359,507.24
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 05/31/22	\$2,359,507.24
<u>Budget and Allocations</u>	
Fund Balance 6/30/21	\$2,339,587.73
Estimated RSTP Revenue	<u>\$0.00</u>
AMOUNT TO BE ALLOCATED	\$2,339,587.73
Total Amount of Approved Allocations	<u>\$1,120,759.89</u>
BALANCE Available for Allocation	\$1,218,827.84

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-33	GV 2020/21 Annual Street Rehab	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road	\$160,000.00	\$57,186.00	\$102,814.00	\$0.00	\$102,814.00
11/17/21 21-22	Nev Co 2021/22 General Maintenance	\$867,945.89	\$0.00	\$867,945.89	\$0.00	\$867,945.89
	TOTAL	\$1,177,945.89	\$57,186.00	\$1,120,759.89	\$0.00	\$1,120,759.89

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
 SUSAN HOEK – Nevada County Board of Supervisors
 ED SCOFIELD – Nevada County Board of Supervisors, Chair
 JAY STRAUSS – Member-At-Large
 DUANE STRAWSER – Nevada City City Council
 JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

MINUTES OF NCTC MEETING May 18, 2022

An online meeting of the Nevada County Transportation Commission (NCTC) was held via teleconference, in light of COVID-19 and the state of emergency proclamation and state and local recommended measures for physical distancing, on Wednesday, May 18, 2022, via Zoom. Notice of the meeting was posted 72 hours in advance. The meeting was scheduled for 9:30 a.m.

Members Present: Jan Arbuckle
 Susan Hoek
 Ed Scofield
 Jay Strauss
 Duane Strawser
 Jan Zabriskie

Staff Present: Mike Woodman, Executive Director
 Aaron Hoyt, Deputy Executive Director
 Kena Sannar, Transportation Planner
 Dale Sayles, Administrative Services Officer
 Carol Lynn, Administrative Assistant

Standing Orders: Commissioner Scofield convened the Nevada County Transportation Commission meeting at 9:30 a.m.

Pledge of Allegiance, Roll Call

PRESENTATION OF CERTIFICATE OF APPRECIATION

Chair Scofield presented a Certificate of Appreciation to Andrew Burton on the occasion of his retirement from his position as Commissioner on the Nevada County Transportation Commission. Chair Scofield highlighted some of Mr. Burton's many accomplishments during his tenure, saying he has been a longstanding advocate for seniors in our community, and for the protection of our natural areas. His leadership as Chair on the Commission was valuable in representing transportation needs throughout the county. Chair Scofield opened the floor for comments from Commissioners and staff, many of whom expressed their appreciation of Mr. Burton's leadership and dedication over the years.

PUBLIC COMMENT: There was no public comment.

CONSENT ITEMS

1. Adopt Resolution Making Findings and Determinations Authorizing Virtual Teleconference Meetings under Government Code Section 54953(e) (AB 361)
Resolution 22-10
2. Financial Reports
February and March 2022
3. NCTC Minutes
March 4, 2022 and March 16, 2022 NCTC Meeting Minutes
4. Federal Transit Administration Section 5311 Federal Fiscal Years 2022 and 2023 Program of Projects
Resolution 22-11
5. Revised Findings of Apportionment for FY 2022/23
Resolution 22-12
6. Regional Surface Transportation Program (RSTP) Bid Targets for FY 2021/22
Approved the Bid Target table as a basis for allocation from the RSTP Fund for FY 2021/22.

ACTION: Approved Consent Items by roll call vote

MOTION: Hoek / **SECOND:** Arbuckle

AYES: Arbuckle, Hoek, Scofield, Strauss, Strawser, Zabriskie

NOES: None

ABSENT: None

ABSTAIN: None

ACTION ITEMS

7. Presentation: Triennial Performance Audits for Fiscal Years 2018/19, 2019/20, 2020/21
Resolution 22-13

Genevieve Evans from LSC Transportation Consultants gave her presentation on the Triennial Performance Audits for Fiscal Years 2018/19, 2019/20, 2020/21.

Genevieve Evans' presentation slides and presentation transcript can be viewed here:

<https://www.nctc.ca.gov/Reports/Performance-Audits/index.html>

ACTION: Approved Resolution 22-13 by roll call vote

MOTION: Strawser / **SECOND:** Hoek

AYES: Arbuckle, Hoek, Scofield, Strauss, Strawser, Zabriskie

NOES: None

ABSENT: None

ABSTAIN: None

8. Presentation: FY 2020/21 Fiscal and Compliance Audits
Resolution 22-14

Coley Delaney, CPA from The Pun Group gave his presentation on the FY 2020/21 Fiscal and Compliance Audits.

Coley Delaney's presentation slides and presentation transcript can be viewed here:

<https://www.nctc.ca.gov/Reports/Fiscal-Audits/index.html>

ACTION: Approved Resolution 22-14 by roll call vote
MOTION: Arbuckle / **SECOND:** Zabriskie
AYES: Arbuckle, Hoek, Scofield, Strauss, Strawser, Zabriskie
NOES: None
ABSENT: None
ABSTAIN: None

9. Presentation: Draft Ready Nevada County Extreme Climate Event Mobility and Adaptation Plan

Kendra Ramsey from GHD, Inc. gave her presentation on the Draft Ready Nevada County Extreme Climate Event Mobility and Adaptation Plan.

Kendra Ramsey's presentation slides and presentation transcript can be viewed here:

<https://www.nctc.ca.gov/Projects/Ready-Nevada-County/index.html>

10. Amendment 2 FY 2021/22 Overall Work Program
Resolution 22-15

Amendment 2 to the FY 2021/22 Overall Work Program is necessary to accurately reflect the associated budget increases with Work Element 2.2.1, the Regional Transportation Mitigation Fee Program Update, which was approved at our March meeting. A budget increase is also included for Work Element 2.1.1, the Regional Transportation Plan Update. On that project, a Request for Proposal was circulated but only received one proposal. After reaching out to consultants for feedback, the scope of work was clarified and the budget was increased, and an updated Request for Proposal was submitted.

ACTION: Approved Resolution 22-15 by roll call vote
MOTION: Strawser / **SECOND:** Arbuckle
AYES: Arbuckle, Hoek, Scofield, Strauss, Strawser, Zabriskie
NOES: None
ABSENT: None
ABSTAIN: None

11. Final FY 2022/23 Overall Work Program
Resolution 22-16

NCTC staff presented the Final FY 2022/23 Overall Work Program for approval by the Commission. The draft was presented at the March NCTC meeting and it was presented to all of the jurisdictions. The draft was approved by the jurisdictions with no significant comments.

Caltrans provides comments annually and we have incorporated and addressed those comments in this final OWP.

ACTION: Approved Resolution 22-16 by roll call vote
MOTION: Zabriskie / **SECOND:** Strawser
AYES: Arbuckle, Hoek, Scofield, Strauss, Strawser, Zabriskie
NOES: None
ABSENT: None
ABSTAIN: None

12. Congestion Mitigation and Air Quality Improvement Program Loan Resolution 22-17

A loan agreement with the Sacramento Area Council of Governments was approved to loan NCTC's unobligated CMAQ apportionment balance in the amount of \$3,986,804 in FFY 2021-22 to SACOG to be returned to NCTC in future years. This exchange benefits NCTC by accommodating project delays and expanding programming capacity for projects in the Federal Fiscal Year that repayment occurs. NCTC gets an annual apportionment of CMAQ funding. When those funds are loaned out and then repaid at a later date, that repayment becomes part of that current year programming capacity, which allows NCTC to program more than would be possible with a typical apportionment. It is also a benefit to SACOG by providing an additional apportionment allowing them to deliver additional projects in the current Federal Fiscal Year. The loan agreement is consistent with the procedures outlined in Caltrans' Obligational Authority Management Policy, and the CMAQ repayment and loan are implemented by Caltrans.

The approved projects need to show some emission reduction benefits for the CMAQ program, like roundabouts, pedestrian and bicycle improvements, replacement of transit vehicles, and replacement or retrofit of diesel engine vehicles. Projects planned in the near future with County of Nevada and City of Grass Valley include the Ridge Road and Rough and Ready Intersection Improvement, and the McCourtney Connection Sidewalk project.

ACTION: Approved Resolution 22-17 by roll call vote
MOTION: Arbuckle / **SECOND:** Hoek
AYES: Arbuckle, Hoek, Scofield, Strauss, Strawser, Zabriskie
NOES: None
ABSENT: None
ABSTAIN: None

INFORMATIONAL ITEMS

13. Correspondence

- A. Laima Ostitis, Grass Valley Charter School Pedestrian Safety Support Letter, File 71.0, 3/24/22.
- B. Reese Reshatoff, Grass Valley Charter School Pedestrian Safety Support Letter, File 71.0, 3/22/22.

NCTC staff received letters from students at Grass Valley Charter School advocating for pedestrian improvements. Two are included in the agenda packet, and at a later date 24 additional letters were received in the NCTC office. The letters focus on improving pedestrian safety. The letters will be provided to Kendra Ramsey with GHD Inc. who is assisting staff with updating the Active Transportation Program grant applications.

12. Executive Director's Report

Executive Director Woodman introduced NCTC's new Deputy Executive Director, Aaron Hoyt. Aaron comes to us from Placer County Transportation Planning Agency, and brings with him a breadth of experience and knowledge. Aaron expressed that it is a pleasure being on the team and hopes we can continue to work on some of the priorities for Nevada County.

NCTC staff has been coordinating with the Nevada County Board of Supervisor's Office and Nevada County Department of Public Works to submit federal earmark requests in the amount of \$10 million that would allow us to fund both Phase One and Phase Two of the State Route 49 Corridor Improvement Project on the same construction schedule. Those requests were sent to Congressman LaMalfa, Senator Alex Padilla, and Senator Dianne Feinstein, and staff is really appreciative of the support and efforts of the Nevada County Board of Supervisor's Office to assist with and coordinate those submittals.

Some questions were brought up at the last meeting on the Active Transportation Program Cycle Six. NCTC is working with the consultant firm GHD Inc. to update the applications from the previous cycle, which scored very high, just outside of the funding line. They are particularly looking at the sections that didn't receive full points, and making the appropriate adjustments. They are optimistic that both of these projects will be funded in Cycle Six.

A new chair was appointed in March to the North State Super Region (NSSR). Mike Woodman was chair from 2019 to 2022 and said it is a great group to be a part of. The North State Super Region was formed through a memorandum of agreement in 2010 between the sixteen Northern California regional transportation planning agencies, including two metropolitan planning organizations. The NSSR provides a unified voice when addressing state and federal policy and planning issues.

NCTC contracted with videographer Jeff Litton to prepare a video on the State Route 49 Corridor, highlighting the key concerns related to safety and evacuation, and documenting the importance of funding improvements in the corridor. This video will be used to advocate with our state and federal funding partners, and help provide a clear picture of the need for these improvements. The video was done in coordination with County of Nevada and key stakeholders, including the Citizens for Highway 49 Safety, fix49.org, the Nevada County Coalition of Firewise Communities, Cal Fire Nevada Yuba Placer unit, and the Nevada County Sheriff's office. The video can be viewed at the following link: <https://youtu.be/Fyzc-pgp1XY>. Chair Scofield commented that the video is exceptional and it will be helpful in pursuing funding, especially on the Highway 49 project.

13. Project Status Report:

Caltrans Projects: Sam Vandell, Caltrans District 3 Project Manager for Nevada County.

Sam Vandell reviewed the May Caltrans District 3 Project Status Report. The Highway 49 Corridor project 4E170 has an updated description to better reflect the scope of the project, that includes northbound and southbound truck climbing lanes, 22-foot median with barrier, 10-foot shoulders, four right turn lanes at Crestview Drive, Smith Road, Bethel Church Way, and Wellswood Way, and two at-grade access-controlled roundabout intersections at Wellswood Way and Smith Road. The design

completion date is now spring of 2025, previously fall of 2025. The change of date is in anticipation of capturing potential funding through a STIP funding cycle that would allow construction to start in the fall of 2025, per the STIP funding cycle requirement. The 3H510 safety project is on that same corridor, basically a portion of 4E170, with the same design completion date.

There has been some delay in the right of way acquisitions for the 4H600 Safety Barrier project on SR 49 in Placer County, so construction has been adjusted to the spring of 2024, with a target completion date of summer of 2025.


At the last meeting there was a question about the water trough in the project area on Highway 20. The water trough, mostly for horses but for pedestrians and bicyclists as well, is being reestablished at the new realigned trail and will be done as part of the project. In answer to another question about the acceleration lanes at Wolf/Combie and Highway 49, the Caltrans Safety Team and Transportation Operations unit identified that they could update the striping to include the arrows on the pavement itself, but they will hold back on the signing feature per the California Manual on Uniform Traffic Control Devices that distinguishes between a regular lane drop and an auxiliary lane drop. They want to make sure there is a distinction there, but they will monitor it. They will look to install signage if there continues to be reported problems or issues with that location.

Addressing the plans for roundabouts on Highway 49, Caltrans staff would like to see how the roundabouts planned for the Placer 49 project are incorporated and what traffic patterns and issues there might be. They may be able to take advantage of what happens with those and potentially adjust, if need be, the plans for roundabouts on the Nevada 49 Corridor Improvement Project. They are working hard to capture funding to get this project going, at least Phase One and Phase Two, as it is a vital corridor to the community.

COMMISSION ANNOUNCEMENTS:

SCHEDULE FOR NEXT MEETING: The next regularly scheduled meeting of the NCTC will be July 20, 2022 at 9:30 a.m.

ADJOURNMENT OF MEETING: The meeting was adjourned at 11:17 a.m.

Respectfully submitted by: 

Carol Lynn, Administrative Assistant

Approved on: _____

By: _____
Ed Scofield, Chair
Nevada County Transportation Commission

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
 SUSAN HOEK – Nevada County Board of Supervisors
 ED SCOFIELD – Nevada County Board of Supervisors, Chair
 JAY STRAUSS – Member-At-Large
 DUANE STRAWSER – Nevada City City Council
 JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

MINUTES OF NCTC SPECIAL MEETING June 29, 2022

An online special meeting of the Nevada County Transportation Commission (NCTC) was held via teleconference, in light of COVID-19 and the state of emergency proclamation and state and local recommended measures for physical distancing, on Wednesday, June 29, 2022, via Zoom. Notice of the meeting was posted 24 hours in advance. The meeting was scheduled for 9:30 a.m.

Members Present: Jan Arbuckle
 Susan Hoek
 Ed Scofield
 Jay Strauss
 Duane Strawser

Members Absent: Jan Zabriskie

Staff Present: Mike Woodman, Executive Director
 Aaron Hoyt, Deputy Executive Director
 Kena Sannar, Transportation Planner
 Dale Sayles, Administrative Services Officer
 Carol Lynn, Administrative Assistant

Standing Orders: Commissioner Scofield convened the Nevada County Transportation Commission meeting at 9:30 a.m.

Pledge of Allegiance, Roll Call

PUBLIC COMMENT: There was no public comment.

CONSENT ITEMS

1. Adopt Resolution Making Findings and Determinations Authorizing Virtual Teleconference Meetings under Government Code Section 54953(e) (AB 361)
 Resolution 22-18

ACTION: Approved Consent Items by roll call vote

MOTION: Arbuckle / **SECOND:** Strauss

AYES: Arbuckle, Hoek, Scofield, Strauss, Strawser

NOES: None

ABSENT: Zabriskie

ABSTAIN: None

ACTION ITEMS


2. Revised TDA Allocation Request from the Town of Truckee
Resolution 22-19

The Town of Truckee requested an increase in their Local Transportation Fund (LTF) allocation of \$112,199 for Fiscal Year 2021/22 to cover an operating deficit that was identified in the Fiscal and Compliance Audit for FY 2020/21. LTF funding is generated from a quarter cent of the statewide sales tax that gets returned to the county of the source of generation for the funding of public transportation under the Transportation Development Act. It is common for the transit operators to experience either an operating deficit or unearned revenue, due to fluctuation of costs for transit services, like fuel or insurance, and especially during the disruptions of service due to the pandemic. The Town took this item to the Town Council on June 14th in which they also amended their transit budgeted revenue and expenses for FY 2021/22. Upon approval, NCTC staff will issue payment to the Town of Truckee for \$112,199 from the Town's six-month operating reserve held by NCTC.

ACTION: Approved Resolution 22-19 by roll call vote
MOTION: Arbuckle / **SECOND:** Hoek
AYES: Arbuckle, Hoek, Scofield, Strauss, Strawser
NOES: None
ABSENT: Zabriskie
ABSTAIN: None

SCHEDULE FOR NEXT MEETING: The next regularly scheduled meeting of the NCTC will be July 20, 2022 at 9:30 a.m.

ADJOURNMENT OF MEETING: The meeting was adjourned at 9:52 a.m.

Respectfully submitted by: 

Carol Lynn, Administrative Assistant

Approved on: _____

By: _____
Ed Scofield, Chair
Nevada County Transportation Commission

**RESOLUTION 22-21
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO NEVADA COUNTY FOR
TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2022/23

WHEREAS, Nevada County has requested an allocation of STA and LTF as set forth below:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit/Paratransit Operations STA 99314	6730(a) 6731(b)	\$5,335,218	\$23,802
Transit/Paratransit Operations CTS	99275 (a)		\$167,449
Transit/Paratransit Operations LTF	99260 (a) 99400(c)(d)(e)		\$2,680,167
TOTAL			\$2,871,418

WHEREAS, the STA estimated revenue under Public Utilities Code (PUC) Section 99314 for FY 2022/23 available for allocation to Nevada County is \$23,802; and

WHEREAS, Nevada County meets the qualifying criteria set forth in PUC Section 99314.6(a)(1)(B); and

WHEREAS, Nevada County is eligible to receive an allocation of STA funds under PUC Section 99313 in the amount of \$0, and an allocation of STA funds under PUC Section 99314 of \$23,802; and

WHEREAS, under PUC Article 4.5, Section 99275(a), Nevada County is authorized to claim LTF for CTS; and

WHEREAS, the Revised Findings of Apportionment, Resolution 22-12 estimates that \$201,479 of LTF for CTS is available for FY 2022/23 with Nevada County’s bid target in the amount of \$167,449; and

WHEREAS, Nevada County has requested an allocation of \$167,449 from the FY 2022/23 CTS apportionment of LTF to support transit/paratransit operations; and

WHEREAS, NCTC has reviewed the claim for allocation of LTF for CTS under PUC Section 99275.5; and

WHEREAS, PUC Section 6681 states that CTS claims for operating costs are eligible under Article 4.5 of the Transportation Development Act (TDA); and

WHEREAS, NCTC has reviewed the Nevada County claim for allocation of LTF for CTS and has made the following required findings under PUC Section 99275.5:

1. The proposed community transit service is responding to a need currently not being met in the community of the claimant.
2. The service shall be integrated with existing transit services, as appropriate.
3. The claimant has prepared an estimate of revenues, operating costs, and patronage.
4. The claimant is not in compliance with fare recovery ratios, however regulatory relief in response to COVID-19 has been granted through FY 2022/23.
5. The claimant is in compliance with Sections 99155 and 99155.5 of the Public Utilities Code; and

WHEREAS, the Revised Findings of Apportionment, Resolution 22-12, adopted by the Nevada County Transportation Commission (NCTC) on May 18, 2022, estimates that for FY 2022/23 there is \$2,540,581 of LTF available for allocation to Nevada County under PUC Section 99260(a) and 99400(c)(d)(e); and

WHEREAS, as of June 30, 2022, there are estimated funds remaining from prior year LTF apportionments in the amount of \$1,310,122; however, Nevada County has requested NCTC hold \$129,321.50 to fully fund the six-month operating reserve in the amount of \$2,667,609. This leaves an LTF Carryover Balance available to allocate of \$1,180,800.50; and

WHEREAS, Nevada County has requested an allocation of \$1,499,366.50 of their FY 2022/23 LTF apportionment and \$1,180,800.50 of LTF Carryover Balance, totaling \$2,680,167; and

WHEREAS, in accordance with the California Code of Regulations Section 6649, the sum of the claimant's allocations from LTF and from the STA Fund cannot exceed the claimant's Maximum Transportation Development Act (TDA) Eligibility for FY 2022/23; and

WHEREAS, Nevada County Transportation Commission has determined that Nevada County's Maximum TDA Eligibility for transit/paratransit operations during FY 2022/23 is \$3,512,358; and

WHEREAS, the Nevada County combined total LTF and STA claim for FY 2022/23 is \$2,871,418; and

WHEREAS, the City of Grass Valley will claim \$514,877, and the City of Nevada City will claim \$126,063, in addition to Nevada County's claim, for a combined total amount claimed of \$3,512,358 for FY 2022/23, which equals the Maximum TDA Eligibility; and

WHEREAS, the proposed expenditures are in conformity with the Regional Transportation Plan; and

WHEREAS, the level of passenger farebox recovery is not sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of PUC Sections 99268.2, 99268.3,

99268.4, 99268.5, and 99268.9, as they may be applicable to the claimant, however regulatory relief in response to COVID-19 has been granted through FY 2022/23; and

WHEREAS, Nevada County is making full use of federal funds available; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high-priority regional, countywide, or areawide public transportation needs; and

WHEREAS, Nevada County has made reasonable efforts to implement productivity improvements recommended pursuant to PUC Section 99244; and

WHEREAS, PUC Section 99251 states: “No claim submitted by an operator pursuant to this chapter shall be approved unless it is accompanied by a certification completed within the last 13 months from the Department of the California Highway Patrol indicating that the operator is in compliance with Section 1808.1 of the Vehicle Code.”

WHEREAS, NCTC policy regarding utilization of State Transit Assistance (STA) funds was adopted on March 20, 2019 in Resolution 19-06 (the “Policy”), which reads as follows:

“Transit agencies will utilize LTF apportionments as the first source of funding for existing services or service expansions. If an agency’s apportionment of LTF is not sufficient to fund continuation of existing transit services, capital needs, or service expansions identified in an approved transit development plan, the agency may submit a claim for STA. Claims for STA funds by agencies holding unused allocations or unclaimed balances of LTF from prior years will not be considered.”

NOW, THEREFORE, BE IT RESOLVED, that Nevada County is allocated \$23,802 of STA 99314 funds as authorized by California Code of Regulations (CCR) 6730(a) and 6731(b) for support of transit/paratransit operations during FY 2022/23. Payment will be made as monies are available.

BE IT FURTHER RESOLVED, that Nevada County is allocated \$167,449 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2022/23. Payment will be made as monies become available.

BE IT FURTHER RESOLVED that Nevada County is allocated \$2,680,167 of LTF as authorized under PUC Section 99260(a) and 99400(c)(d)(e) for transit/paratransit operations during FY 2022/23. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that payment of these allocations is contingent upon receipt of all required TDA claim documents.

BE IT FURTHER RESOLVED, that full payment of these allocations is contingent upon completion of the FY 2021/22 Fiscal Audit. In the event that Unearned Revenue for FY 2021/22 is identified, NCTC may demand repayment of the amount, or may deduct the amount from the amount the claimant is eligible to receive on this claim. This is in accordance with CCR Section 6649.

BE IT FURTHER RESOLVED, per CCR 6622, NCTC requires quarterly reports and statements from the Auditor-Controller. In an attempt to minimize unearned revenue, a statement attesting to the need to receive the full annual allocations or a request to hold future payments should be included.

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is hereby directed to issue allocation instructions in accordance with this resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

NEVADA COUNTY FY 22/23 Calculation for Maximum TDA Eligibility

7/5/2022

MAXIMUM TDA ELIGIBILITY

Operating Cost as budgeted	\$	5,335,218.00	Should match Auditor Controller letter
Less Fare Revenues anticipated	\$	(140,200.00)	Farebox 115,000 + Paratransit 25,200
Less Other Revenues anticipated	\$	(77,309.00)	Other 2,509 + Placer 72,800 + Ads 2,000
Less Federal Assistance anticipated 5310, 5311	\$	(1,440,898.00)	672,000 reg 5311+ 768,898 CRRSA
Less Federal Assistance anticipated CARES Act Phase 3		\$0.00	None verified 5/27 wRobin
Less LCTOP (Operating)	\$	(132,811.00)	
Less audited Unearned Revenue as of 6/30/2021		(31,642.00)	FY 2020-21 audit
Maximum TDA Eligibility	\$	3,512,358.00	

What is the 20/21 audited LTF Unearned Revenue Amount ?	\$	31,642.00	20/21 Audit
What is the 20/21 audited STA 99314 Unearned Revenue Amount?		\$0.00	20/21 Audit
What is the 20/21 audited STA 99313 Unearned Revenue Amount?		\$0.00	20/21 Audit
What is the 20/21 audited Total Unearned Revenue Amount?		31,642.00	

Auditor-Contr's letter states STA 99313 Unearned Revenue will be returned by June 30, 2022?	n/a	
How much 20/21 LTF and STA 99313 Unearned Revenue is budgeted to be spent in 22/23?	n/a	D13 + D15
How much 20/21 STA 99314 is budgeted to be spent in 22/23?	n/a	D14

CALCULATION FOR 6 MONTH OPERATING RESERVE LTF

22/23 Estimated 6-Month Operating Reserve	\$	(2,667,609.00)	= C4 x 50%
22/23 6-month Operating Reserve held at NCTC for capital purchase = 2,460,653	\$	2,538,287.50	
Amount above/(below) 22/23 estimated 6-Month Operating Reserve	\$	(129,321.50)	

What is the Estimated LTF Cash Carryover for 21/22 (thru August)	1,310,122.00	Estimate Cash Held By NCTC
LTF Amount Held Above 22/23 Operating Reserve	0.00	If D25 is positive enter number here
LTF Amount Below 22/23 Operating Reserve	\$ (129,321.50)	If D25 is negative enter number here
LTF Carryover above reserve to be budgeted (positive) or remaining amount needed to make Operating Reserve whole (negative)	1,180,800.50	

22/23 LTF Apportionment Revised Findings Reso 22-12 5/18/22	\$	2,540,581.00	see chart
22/23 CTS Bid Target 5/1/2022	\$	167,449.00	see chart
22/23 LTF & CTS Apportionment budgeted to be spent	\$	2,708,030.00	

STA 99313 CALCULATION

Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended

Maximum TDA Eligibility	\$	3,512,358.00	C11
22/23 Nevada County LTF Apportionment	\$	(2,540,581.00)	D32 x -1
21/22 Nevada County LTF Cash Carryover to be budgeted 22/23	\$	(1,310,122.00)	If D27 is positive x -1
22/23 Nevada County LTF Apportionment unclaimed, held for Operating Reserve		\$129,321.50	If D29 is negative x -1
22/23 Grass Valley LTF Apportionment	\$	(514,877.00)	see chart x -1
22/23 Nevada City LTF Apportionment	\$	(126,063.00)	see chart x -1
22/23 CTS Bid Target 5/18/22	\$	(167,449.00)	D33 x -1
22/23 STA PUC 99314 State Controller's Office 1/31/22	\$	(23,802.00)	see chart x -1
22/23 STA PUC 99313 Claimable Negative = not eligible for 99313	\$	(1,041,214.50)	Negative = not eligible for 99313

TRANSIT REVENUES VS TDA ELIGIBILITY

Nevada County 22/23 LTF Apportionment	\$	2,540,581.00	D32
Nevada County LTF Cash Carryover Balance Claimable estimate	\$	1,310,122.00	D40 x -1
Reduction in 22/23 LTF Apportionment Claim for Operating Reserve		-\$129,321.50	D41 x -1
Grass Valley 22/23 LTF Apportionment		\$514,877.00	D42 x -1
Nevada City 22/23 LTF Apportionment		\$126,063.00	D43 x -1
CTS 22/23 Bid Target		\$167,449.00	D44 x -1
STA 22/23 PUC 99314 State Controller's Office 1/31/22		\$23,802.00	D45 x -1
STA 22/23 PUC 99313		\$0.00	If D46 is negative = 0
Total Transit Revenues		\$4,553,572.50	
Amount Above or Below Maximum TDA Eligibility		\$1,041,214.50	
Reduction in Nevada County FY 22/23 LTF Apportionment Claim		-\$1,041,214.50	
Maximum TDA Claimable		\$3,512,358.00	\$ -

CLAIM

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	
Transit/Paratransit Operations STA	6731(b)	\$5,335,218	\$23,802.00	D55+D56
Transit/Paratransit Operations CTS	99275 (a)		\$167,449.00	D54
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$2,680,167.00	D49+D50+D51+59
TOTAL			\$2,871,418.00	

**RESOLUTION 22-12
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2022/23

WHEREAS, Section 6655.5 of the California Code of Regulations states that the transportation planning agency may, at any time before the conveyance of initial allocation instructions pursuant to Section 6659, issue a revised determination of apportionments based on a revised determination of populations; and

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$ 4,994,236 as the amount available for allocation in FY 2022/23; and

WHEREAS, the amount subject to apportionment is to be determined by subtracting the anticipated amounts to be allocated, or made available for allocation, for administration of the Transportation Development Act, for transportation planning, for facilities for the exclusive use of pedestrians and bicycles, and for community transit services, from the total estimate of monies to be available for apportionment and allocation during the ensuing fiscal year; and

WHEREAS, the following figures represent the amount described above:

Estimated LTF Available for FY 2022/23

Sales and Use Tax	\$4,949,236
Interest	\$45,000
Subtotal	\$4,994,236

Anticipated Allocations

Administration and Planning	-\$882,427
Pedestrian and Bicycles	-\$82,236
Community Transit Services	-\$201,479

Total Estimated FY 2022/23 LTF Available for Apportionment	\$3,828,094
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Area apportionments based on population: Population figures from State of California Department of Finance 2022 E-1 Report, May 2022

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	67,191	66.37%	\$2,540,581
Grass Valley	13,617	13.45%	\$514,877
Nevada City	3,334	3.29%	\$126,063
<u>Truckee</u>	17,100	16.89%	\$646,574
TOTAL	101,242	100.00%	\$3,828,094

Totals may not equal sum of amounts in column due to rounding.

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission finds that the above figures represent area apportionments to be used for FY 2022/23. These apportionments will be used as the basis for allocations throughout FY 2022/23, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

PASSED AND ADOPTED by the Nevada County Transportation Commission on May 18, 2022 by the following vote:

Ayes: Commissioner Arbuckle, Commissioner Hoek, Commissioner Scofield, Commissioner Strauss, Commissioner Strawser, Commissioner Zabriskie

Noes:

Absent:

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

Revenue Budget Detail by Org
Fiscal Year Ending June 2023

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Amount
4281910037071000	401500	TRANSPORTATION TAX	3,232,058	2,431,960	3,544,000	LTF REVENUE	3,544,000
		<u>SUB-TOTAL CLASS 0</u>	<u>3,232,058</u>	<u>2,431,960</u>	<u>3,544,000</u>		
	430100	INTEREST	5,000	3,843	2,500		
	430200	RENTS & CONCESSIONS	9	8	9		
		<u>SUB-TOTAL CLASS 3</u>	<u>5,009</u>	<u>3,851</u>	<u>2,509</u>		
	440170	ST-TRANSIT ASSISTANCE	321,161	17,795	0		
	445090	STATE OTHER	0	0	132,811	LCTOP	132,811
	445200	STATE GRANT OPERATING	0	41,000	0		
	446390	FED TRANSIT ASST OPERATNG	1,323,788	1,323,788	1,440,898	FTA GRANT FUNDS SEC 5311 RESO PENDING	672,784
						FTA 5311 CRRSAA GRANT FUNDS RESO PENDING	768,114
		<u>SUB-TOTAL CLASS 4</u>	<u>1,644,949</u>	<u>1,382,583</u>	<u>1,573,709</u>		
	453200	TRANSIT CONTRACT SERVICES	71,714	72,800	72,800	PLACER CNTY RT 5 CONTRIBUTION	72,800
	453300	TRANSIT FARES	98,000	114,372	115,000	FAREBOX	115,000
	453380	PARATRANSIT FARES	24,145	25,090	25,200	PARATRANSIT FARES	25,200
	458010	MISC CHARGES & FEES	700	6,300	2,000	ON BOARD ADVERTISING	2,000
		<u>SUB-TOTAL CLASS 5</u>	<u>194,559</u>	<u>218,562</u>	<u>215,000</u>		
TRANSIT TOTAL (ORG CODE)			5,076,575	4,036,956	5,335,218		
4281910037072000	446800	FED GRANT CAPITAL	3,261,353	0	3,714,243	5339 BUS WASH	500,000
						EPA BE BUSES & CHARGE STATIONS	2,460,653
						5310 PARATRANSIT VEHICLE PROCUREMENT	300,700
						5311 CRRSAA PARATRANSIT VEHICLE PROCUREMENT	452,890
		<u>SUB-TOTAL CLASS 4</u>	<u>3,261,353</u>	<u>0</u>	<u>3,714,243</u>		
TRANSIT CAPITAL TOTAL (ORG CODE)			3,261,353	0	3,714,243		
4282910037071000	430100	INTEREST	7,000	5,678	0		
		<u>SUB-TOTAL CLASS 3</u>	<u>7,000</u>	<u>5,678</u>	<u>0</u>		

91003**Revenue Budget Detail by Org**
Fiscal Year Ending June 2023Date: 07/05/2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Amount
TRANSIT PROP 1B TOTAL (ORG CODE)			7,000	5,678	0		
GRAND TOTAL 91003			8,344,928	4,042,634	9,049,461		

Expenditure Budget Detail by Org

Fiscal Year Ending June 2023

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
4281910037071000	510100	PERMANENT SALARIES	831,655	736,938	908,782		
	510105	OVERTIME	5,059	39,124	7,099		
	510120	LEAVE PAYOFF	0	7,543	0		
	510200	TEMPORARY SALARIES	281,260	118,957	248,012		
	510300	RETIREMENT BENEFITS	416,083	366,495	451,295		
	510301	OPEB - OTHER POST EMP BEN	44,080	41,531	48,165		
	510400	HEALTH INS	175,650	180,151	216,412		
	510401	DENTAL INS	10,642	10,055	10,831		
	510402	VISION INS	2,140	2,086	2,174		
	510403	UNEMPLOYMENT INS	3,237	1,618	2,936		
	510500	WORKER'S COMP INSURANCE	121,336	108,677	106,229		
	510600	OTHER BENEFITS	650	935	0		
		<u>SUB-TOTAL CLASS 1</u>	<u>1,891,792</u>	<u>1,614,110</u>	<u>2,001,935</u>		
	520200	CLOTHING & PERSONAL	1,500	698	4,250	NEW SHIRTS-REBRANDING	4,250
	520210	UNIFORM EXPENSES	2,200	1,558	1,500		
	520310	TELEPHONE SERVICE	2,900	2,953	3,120	AT&T	894
						VERIZON	796
						CAL NET 3	1,430
	520650	CUSTODIAL SERVICES	0	767	0		
	520690	HOUSEHOLD EXPENSE - OTHER	5,500	3,415	5,912	JANITORIAL SUPPLIES PLUS M.U.B AT TINLOY TRANSIT CENTER	4,139
						BUS WASHING SUPPLIES	1,290
						MISC HOUSEHOLD EXPENSE	483
	520700	INSURANCE	143,795	111,607	113,716	CAL TIP	113,500
						GENERAL LIABILITY (JRNL)	216
	520900	MAINTENANCE EQUIPMENT	601,419	537,574	727,240	FLEET MAINT	591,231
						FUEL	136,009

Expenditure Budget Detail by Org

Fiscal Year Ending June 2023

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
	520910	MAINTENANCE - FUEL	600	396	600	CA DEPT OF TAX & FEES FUEL TAX QTRLY RETURNS	600
	521000	MAINT BUILDINGS & IMPROVE	7,000	2,351	2,500	NON-PROP 1B BUILDING MAINTENANCE AND IMPROVEMENTS	2,500
	521200	MEMBERSHIPS	650	650	650	CALACT	650
	521410	OFFICE EXPENSE - OTHER	6,700	7,356	7,205	OFFICE SUPPLIES	5,055
						PASS/TRANSFER/POSTER PRINTING	2,150
	521474	SOFTWARE SUBSCRIPTIONS	31,260	34,561	35,180	SWIFTLY	26,000
						REMIX	9,000
						ZOOM	180
	521475	SOFTWARE MAINTENANCE	14,000	13,600	14,280	UBER (ROUTEMATCH)	14,280
	521480	COMPUTERS & RELATED EQUIP	2,025	350	0		
	521485	SOLAR ENERGY GEN & SVCS	1,592	1,592	1,576	SOLAR COSTS	1,576
	521490	CENTRAL SVC - POSTAGE CHG	441	687	465	CENTRAL SERV-POSTAGE	465
	521492	CENTRAL SVC - COPIER CHGS	2,861	2,167	2,200		
	521520	PROFESSIONAL SERVICE	1,647,958	1,024,957	1,746,265	RISK MGMT FIRM	25,001
						ST CONTROLLER AUDIT	4,141
						PHYSICALS, SNMH	5,000
						MISC	501
						PARATRANSIT CONTRACT 5% CPI INCREASE	1,701,622
						3FOLD CONTRACT REMAINDER ROLL-OVER	10,000
	521600	PUBLICATIONS AND LEGAL	1,000	333	1,000	PUBLIC HEARING NOTICES	1,000
	521700	RENTS & LEASES-EQUIPMENT	7,500	8,293	6,531	BANNER RADIO SVC AGREEMENT (+3.0% CPI)	6,531
	521900	SMALL TOOLS & INSTRUMENTS	550	972	1,050	SMALL TOOLS/ITEMS FOR MUB & BUSES	550
						OTHER-MICROPHONES FOR RADIOS, CHARGING CORDS ETC.	500
	522090	SPEC DEPT EXPENSE - OTHER	70,000	8,000	15,000	RIDER GUIDES (PRINTING ETC.)/MARKETING ETC.	15,000
	522210	VEHICLE RENTAL	0	397	1,584	ELECTRIC CAR FOR COVID TRANSPORTS	1,584
	522271	TRAVEL - TRAINING	6,000	3,521	6,000	CAL-ACT/CAL-TIP CONFERENCES, STAFF TRAINING	6,000
	522400	UTILITIES	8,537	6,247	9,178	TINLOY TRANSIT CENTER CITY OF GRASS VALLEY (WATER)	2,737
						TINLOY TRANSIT CENTER PG&E	1,603
						NCOC UTILITIES	4,838

Expenditure Budget Detail by Org
Fiscal Year Ending June 2023

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
		<u>SUB-TOTAL CLASS 2</u>	<u>2,565,988</u>	<u>1,775,002</u>	<u>2,707,002</u>		
	531150	JUDGEMENTS & DAMAGES	2,500	0	2,500		
	538551	INTERFUND REIMBURSEMENT	367,143	367,143	361,893	A/C AUDIT CHARGES	447
						IS REMOTE	7,101
						20707 CDA ADMIN	309,418
						ON BILL FINANCING	1,295
						30100 DPW ADMIN REIMB	42,439
						CIVIC PLUS WEBSITE HEADER	1,193
	538563	HUMAN RESOURCES SVCS	0	632	516	HR SVCS	507
	538564	IS TELEPHONE SVCS	2,200	2,200	3,168		
	538565	IS SVCS	23,865	25,000	19,309	IS NETWORK	19,309
	538566	FACILITIES MGMT SVCS	5,000	1,717	5,000	MISC MAINTENANCE NCOC & TINLOY TRANSFER CENTER	5,000
	538567	IS PROGRAMMER SVCS	1,500	661	1,500	ROUTE-MATCH ASST	500
						ZEBRA ASST	500
						APOLLO	500
	539500	COST PLAN SRV A-87	216,587	216,587	232,395		
		<u>SUB-TOTAL CLASS 3</u>	<u>618,795</u>	<u>613,940</u>	<u>626,281</u>		
	540300	BLDG STRUCTURES-IMPROVEMT	0	33,904	0		
		<u>SUB-TOTAL CLASS 4</u>	<u>0</u>	<u>33,904</u>	<u>0</u>		
TRANSIT TOTAL (ORG CODE)			5,076,575	4,036,956	5,335,218		
4281910037072000	540300	BLDG STRUCTURES-IMPROVEMT	500,000	0	500,000	FTA 5339 BUS WASH PURCHASE/INSTALLATION	170,000
						FTA 5339 BUS WASH OUTSIDE DESIGN	36,423
						FTA 5339 BUS WASH CONSTRUCTION CONTRACTS	240,000
						30104 CAPITALIZED ENGINEERING BUS WASH	37,009
						30104 CAPITALIZED ENGINEERING EPA BE CHARGING STATIONS	16,568
	540500	AUTOMOTIVE EQUIPMENT	2,142,853	0	2,595,743	EPA BE BUSES	1,842,153
						5310 PARATRANSIT BUSES/VANS	300,700
						CRRSAA PARATRANSIT BUSES/VANS	452,890
	540600	OTHER EQUIPMENT	618,500	0	618,500	EPA BE CHARGING STATIONS	618,500

91003

Expenditure Budget Detail by Org
Fiscal Year Ending June 2023

Date: 07/05/2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
		<u>SUB-TOTAL CLASS 4</u>	<u>3,261,353</u>	<u>0</u>	<u>3,714,243</u>		
TRANSIT CAPITAL TOTAL (ORG CODE)			3,261,353	0	3,714,243		
4282910037071000	521000	MAINT BUILDINGS & IMPROVE	0	9,554	0		
		<u>SUB-TOTAL CLASS 2</u>	<u>0</u>	<u>9,554</u>	<u>0</u>		
	540300	BLDG STRUCTURES-IMPROVEMT	100,000	249,365	0		
	540600	OTHER EQUIPMENT	0	78,189	0		
		<u>SUB-TOTAL CLASS 4</u>	<u>100,000</u>	<u>327,554</u>	<u>0</u>		
TRANSIT PROP 1B TOTAL (ORG CODE)			100,000	337,108	0		
GRAND TOTAL 91003			8,437,928	4,374,064	9,049,461		

**RESOLUTION 22-22
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO GRASS VALLEY FOR
TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2022/23

WHEREAS, the City of Grass Valley has requested an allocation of LTF as set forth below:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit/Paratransit Operations LTF	99400(c)	\$5,335,218	\$514,877

WHEREAS, the Revised Findings of Apportionment, Resolution 22-12, adopted by the Nevada County Transportation Commission on May 18, 2022 estimates that for FY 2022/23 there is \$514,877 of Local Transportation Funds available for allocation to the City of Grass Valley under Public Utilities Code (PUC) Section 99400(c); and

WHEREAS, the FY 2022/23 apportionment available to allocate is \$514,877; and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2022/23 have been made to the City of Grass Valley; and

WHEREAS, this proposed expenditure is in conformity with the Regional Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED, that \$514,877 of Local Transportation Funds is allocated to the City of Grass Valley under Section 99400(c) of the Public Utilities Code for support of transit/paratransit operations during FY 2022/23.

BE IT FURTHER RESOLVED, that payments are contingent upon receipt of the signed Grass Valley Claim Form and signed Resolution from the Grass Valley City Council and shall be made as monies become available.

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is hereby directed to issue allocation instructions in accordance with this resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY

Public Works Department

Transit Services Division

950 MAIDU AVENUE, SUITE 170, NEVADA CITY, CA 95959-8617
Phone: (530) 477-0103 Toll free: (888) 660-7433 FAX: (530) 477-7847

www.nevadacountyconnects.com

Email: nevcoconnects@co.nevada.ca.us

Trisha Tillotson
Community Development Agency Director

Trisha Tillotson, Acting Director of Public Works
Robin Van Valkenburgh, Transit Services Manager

June 22, 2022

Mr. Tim Kiser, City Manager
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

SUBJECT: Fiscal Year 2022-23 Local Transportation Fund Claim

Dear Mr. Kiser,

The Nevada County Board of Supervisors will hold its Fiscal Year 2022-23 budget public hearings and approval in June and these will include the Fiscal Year 2021-22 Transit Services Division Budget. Nevada County is processing a claim with the Nevada County Transportation Commission (NCTC) for Local Transportation Funds (LTF), pursuant to the Transportation Development Act. In accordance with the Joint Powers Agreement for Transit Services in Western Nevada County, we are requesting that the City of Grass Valley prepare and submit a claim to NCTC for LTF funds to support Nevada County Connects and Nevada County Now contracted paratransit operations during Fiscal Year 2022-23.

NCTC has adopted revised findings of apportionment at their May 18, 2022, meeting indicating that the City of Grass Valley's apportionment for Fiscal Year 2022-23 LTF funds is \$514,877. A copy of the revised NCTC findings of apportionment is attached. Since the Transit Services' Division budget is predicated on the use of 100 percent of the available LTF funds from all three local jurisdictions, we are respectfully asking that Grass Valley prepare its claim in the amount of \$514,877. As with last year's claim, the LTF funding may be shown in a lump sum entitled "transit/paratransit operations" (P.U.C. Sec. 99400(c)).

We are hoping to have the claims approved at the July 20, 2022, NCTC meeting, and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in June 2022, for resolution approval.

Thank you for your continued support of Transit Services in western Nevada County. It is greatly appreciated. Should you have any questions, please contact me at 470-2833.

Sincerely,

Robin Van Valkenburgh

Robin Van Valkenburgh
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Community Development Agency and Acting Director of Public Works

Mike Woodman, Executive Director, NCTC

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2022/23

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: The City of Grass Valley
Agency requesting funds

CONTACT: Bjorn Jones, City Engineer
Person authorized to submit claim

PHONE: (530) 274-4353

The City of Grass Valley hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of \$514,877 of LTF funds. The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Section	Total Project Cost	Amount Requested LTF
Transit/Paratransit Operations	99400 (c)	\$9,049,461	\$514,877

The City of Grass Valley requests that the funds be distributed as they become available. Resolution **2022-52** approving the budget for the project(s) or approving this claim was adopted by the Grass Valley City Council on **June 28, 2022**.

Approval of this claim and payment to the County of Nevada is subject to such monies being available, and to the provisions that such monies will be used in accordance with the terms contained in the approving resolution of the NEVADA COUNTY TRANSPORTATION COMMISSION.

SIGNED: _____
Person authorized to submit claim

TITLE: Bjorn Jones, City Engineer

DATE: 7/1/2022

RESOLUTION NO: 2022-52
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
ALLOCATE \$514,877 OF THE CITY'S FY 2022/23 ESTIMATED APPORTIONMENT OF
LOCAL TRANSPORTATION FUNDS (LTF)

WHEREAS, the City of Grass Valley has entered into a Joint Exercise of Powers Agreement with the City of Nevada City and the County of Nevada for the purpose of establishing and funding a Public Transportation Program; and

WHEREAS, Transportation Development Act Funds are apportioned annually for the City of Grass Valley and are available to support the Program; and

WHEREAS, the Nevada County Transportation Commission (NCTC) adopted Resolution #22-12 showing that the City of Grass Valley has an estimated apportionment of Local Transportation Funds in Fiscal Year 2022/23 of \$514,877; and

WHEREAS, Grass Valley shares proportionately in the cost for such program under the terms of the Joint Powers Agreement; and

WHEREAS, on June 21, 2022, the Nevada County Board of Supervisors adopted the Fiscal Year 2022/23 budget, including the Transit Services Commission FY 2022/23 budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY; that the City requests NCTC allocate \$514,877 of Grass Valley's Fiscal Year 2022/23 estimated apportionment of LTF for transit and paratransit services and the Grass Valley LTF funds available for allocation per NCTC Financial Report.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 28th day of June 2022, by the following vote:

AYES: *Councilmember Branstrom, Iuy, Arbockle, & Mayor Aguilar*

NOES: *NONE*

ABSTAINS: *NONE*

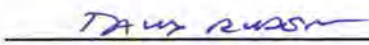
ABSENT: *Councilmember Hodge*



Ben Aguilar, Mayor

APPROVED AS TO FORM:

ATTEST:

DMG


Michael G. Colantuono, City Attorney



Taylor Day, Deputy City Clerk

**RESOLUTION 22-12
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2022/23

WHEREAS, Section 6655.5 of the California Code of Regulations states that the transportation planning agency may, at any time before the conveyance of initial allocation instructions pursuant to Section 6659, issue a revised determination of apportionments based on a revised determination of populations; and

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$ 4,994,236 as the amount available for allocation in FY 2022/23; and

WHEREAS, the amount subject to apportionment is to be determined by subtracting the anticipated amounts to be allocated, or made available for allocation, for administration of the Transportation Development Act, for transportation planning, for facilities for the exclusive use of pedestrians and bicycles, and for community transit services, from the total estimate of monies to be available for apportionment and allocation during the ensuing fiscal year; and

WHEREAS, the following figures represent the amount described above:

Estimated LTF Available for FY 2022/23

Sales and Use Tax	\$4,949,236
Interest	\$45,000
Subtotal	\$4,994,236

Anticipated Allocations

Administration and Planning	-\$882,427
Pedestrian and Bicycles	-\$82,236
Community Transit Services	-\$201,479

Total Estimated FY 2022/23 LTF Available for Apportionment	\$3,828,094
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Area apportionments based on population: Population figures from State of California Department of Finance 2022 E-1 Report, May 2022

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	67,191	66.37%	\$2,540,581
Grass Valley	13,617	13.45%	\$514,877
Nevada City	3,334	3.29%	\$126,063
Truckee	17,100	16.89%	\$646,574
TOTAL	101,242	100.00%	\$3,828,094

Totals may not equal sum of amounts in column due to rounding.

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission finds that the above figures represent area apportionments to be used for FY 2022/23. These apportionments will be used as the basis for allocations throughout FY 2022/23, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

PASSED AND ADOPTED by the Nevada County Transportation Commission on May 18, 2022 by the following vote:

Ayes: Commissioner Arbuckle, Commissioner Hoek, Commissioner Scofield, Commissioner Strauss, Commissioner Strawser, Commissioner Zabriskie


Noes:

Absent:

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

Expenditure Budget Detail by Org

Fiscal Year Ending June 2023

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
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	520200	CLOTHING & PERSONAL	1,500	698	4,250	NEW SHIRTS-REBRANDING	4,250
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	521200	MEMBERSHIPS	650	650	650	CALACT	650
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						PASS/TRANSFER/POSTER PRINTING	2,150
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	521480	COMPUTERS & RELATED EQUIP	2,025	350	0		
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						TINLOY TRANSIT CENTER PG&E	1,603
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Fiscal Year Ending June 2023

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						ON BILL FINANCING	1,295
						30100 DPW ADMIN REIMB	42,439
						CIVIC PLUS WEBSITE HEADER	1,193
	538563	HUMAN RESOURCES SVCS	0	632	516	HR SVCS	507
	538564	IS TELEPHONE SVCS	2,200	2,200	3,168		
	538565	IS SVCS	23,865	25,000	19,309	IS NETWORK	19,309
	538566	FACILITIES MGMT SVCS	5,000	1,717	5,000	MISC MAINTENANCE NCOC & TINLOY TRANSFER CENTER	5,000
	538567	IS PROGRAMMER SVCS	1,500	661	1,500	ROUTE-MATCH ASST	500
						ZEBRA ASST	500
						APOLLO	500
	539500	COST PLAN SRV A-87	216,587	216,587	232,395		
		<u>SUB-TOTAL CLASS 3</u>	<u>618,795</u>	<u>613,940</u>	<u>626,281</u>		
	540300	BLDG STRUCTURES-IMPROVEMT	0	33,904	0		
		<u>SUB-TOTAL CLASS 4</u>	<u>0</u>	<u>33,904</u>	<u>0</u>		
TRANSIT TOTAL (ORG CODE)			5,076,575	4,036,956	5,335,218		
4281910037072000	540300	BLDG STRUCTURES-IMPROVEMT	500,000	0	500,000	FTA 5339 BUS WASH PURCHASE/INSTALLATION	170,000
						FTA 5339 BUS WASH OUTSIDE DESIGN	36,423
						FTA 5339 BUS WASH CONSTRUCTION CONTRACTS	240,000
						30104 CAPITALIZED ENGINEERING BUS WASH	37,009
						30104 CAPITALIZED ENGINEERING EPA BE CHARGING STATIONS	16,568
	540500	AUTOMOTIVE EQUIPMENT	2,142,853	0	2,595,743	EPA BE BUSES	1,842,153
						5310 PARATRANSIT BUSES/VANS	300,700
						CRRSAA PARATRANSIT BUSES/VANS	452,890
	540600	OTHER EQUIPMENT	618,500	0	618,500	EPA BE CHARGING STATIONS	618,500

91003

Expenditure Budget Detail by Org
Fiscal Year Ending June 2023

Date: 07/05/2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
		<i>SUB-TOTAL CLASS 4</i>	<i>3,261,353</i>	<i>0</i>	<i>3,714,243</i>		
TRANSIT CAPITAL TOTAL (ORG CODE)			3,261,353	0	3,714,243		
4282910037071000	521000	MAINT BUILDINGS & IMPROVE	0	9,554	0		
		<i>SUB-TOTAL CLASS 2</i>	<i>0</i>	<i>9,554</i>	<i>0</i>		
	540300	BLDG STRUCTURES-IMPROVEMT	100,000	249,365	0		
	540600	OTHER EQUIPMENT	0	78,189	0		
		<i>SUB-TOTAL CLASS 4</i>	<i>100,000</i>	<i>327,554</i>	<i>0</i>		
TRANSIT PROP 1B TOTAL (ORG CODE)			100,000	337,108	0		
GRAND TOTAL 91003			8,437,928	4,374,064	9,049,461		

**RESOLUTION 22-23
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ALLOCATION OF \$126,063 OF LOCAL TRANSPORTATION FUNDS (LTF)
TO NEVADA CITY FOR SUPPORT OF TRANSIT/PARATRANSIT OPERATIONS, AND
ALLOCATION OF \$61,500 OF LOCAL TRANSPORTATION PEDESTRIAN/BICYCLE
FUNDS FOR NEVADA CITY SIDEWALK AND RAILING IMPROVEMENTS
FOR FISCAL YEAR 2022/23

WHEREAS, the City of Nevada City has requested an allocation of LTF as set forth below:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount of LTF Requested
Transit/Paratransit Operations	99400(c)	\$5,335,218	\$126,063
Commercial Street Phase 2 Pedestrian and Bicycle	99234(a)	\$1,255,569	\$61,500

WHEREAS, the Revised Findings of Apportionment, Resolution 22-12, adopted by the Nevada County Transportation Commission on May 18, 2022 estimates that for FY 2022/23 there is \$126,063 of Local Transportation Funds available for allocation to the City of Nevada City under Public Utilities Code (PUC) Section 99400(c); and

WHEREAS, as of June 30, 2022, there are no funds remaining from prior years LTF apportionments, giving a total estimated amount of \$126,063 available to allocate; and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2022/23 have been made to the City of Nevada City; and

WHEREAS, this proposed expenditure is in conformity with the Regional Transportation Plan.

WHEREAS, the estimated amount of Local Transportation Pedestrian/Bicycle Funds available for allocation to the City of Nevada City for FY 2022/23 is \$61,500; and

WHEREAS, Public Utilities Code 99234(a) provides for allocations for public transportation services, specialized transportation services, and facilities for the exclusive use of pedestrian and bicycles; and

WHEREAS, this proposed expenditure is in conformity with the Regional Transportation Plan and the Nevada County Pedestrian Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED, that \$126,063 of Local Transportation Funds is allocated to the City of Nevada City under Section 99400(c) of the Public Utilities Code for support of transit/paratransit operations during FY 2022/23. Payments shall be made as monies become available.

BE IT FURTHER RESOLVED, that \$61,500 of Local Transportation Funds is allocated to the City of Nevada City under Section 99234(a) of the Public Utilities Code for Commercial Street Phase 2 improvements in Nevada City as requested. Payment shall be made upon receipt of invoice(s).

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is hereby directed to issue allocation instructions in accordance with this resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



**COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY**

Public Works Department

Transit Services Division

950 MAIDU AVENUE, SUITE 170, NEVADA CITY, CA 95959-8617
Phone: (530) 477-0103 Toll free: (888) 660-7433 FAX: (530) 477-7847

www.nevadacountyconnects.com

Email: nevcoconnects@co.nevada.ca.us

Trisha Tillotson
Community Development Agency Director

Trisha Tillotson, Acting Director of Public Works
Robin Van Valkenburgh, Transit Services Manager

June 22, 2022

Mrs. Victoria Knoll, Chief Financial Officer
City of Nevada City
317 Broad Street
Nevada City, CA 95959

SUBJECT: Fiscal Year 2022-23 Local Transportation Fund Claim

Dear Mrs. Knoll,

The Nevada County Board of Supervisors will hold its Fiscal Year 2022-23 budget public hearings and approval in June and these will include the Fiscal Year 2022-23 Transit Services Division Budget. Nevada County is processing a claim with the Nevada County Transportation Commission (NCTC) for Local Transportation Funds (LTF), pursuant to the Transportation Development Act. In accordance with the Joint Powers Agreement for Transit Services in Western Nevada County, we are requesting that the City of Nevada City prepare and submit a claim to NCTC for LTF funds to support Nevada County Connects and Nevada County Now contracted paratransit operations during Fiscal Year 2022-23.

NCTC has adopted revised findings of apportionment at their May 18, 2022, meeting indicating that the City of Nevada City's apportionment for Fiscal Year 2022-23 LTF funds is \$126,063. A copy of the revised NCTC findings of apportionment is attached. Since the Transit Services' Division budget is predicated on the use of 100 percent of the available LTF funds from all three local jurisdictions, we are respectfully asking that Nevada City prepare its claim in the amount of \$126,063. As with last year's claim, the LTF funding may be shown in a lump sum entitled "transit/paratransit operations" (P.U.C. Sec. 99400(c)).

We are hoping to have the claims approved at the July 20, 2022 NCTC meeting and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in June 2022, for resolution approval.

Thank you for your continued support of Transit Services in western Nevada County. It is greatly appreciated. Should you have any questions, please contact me at 470-2833.

Sincerely,

Robin Van Valkenburgh

Robin Van Valkenburgh
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Community Development Agency and Acting Director of Public Works

Mike Woodman, Executive Director, NCTC

**RESOLUTION 22-12
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2022/23

WHEREAS, Section 6655.5 of the California Code of Regulations states that the transportation planning agency may, at any time before the conveyance of initial allocation instructions pursuant to Section 6659, issue a revised determination of apportionments based on a revised determination of populations; and

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$ 4,994,236 as the amount available for allocation in FY 2022/23; and

WHEREAS, the amount subject to apportionment is to be determined by subtracting the anticipated amounts to be allocated, or made available for allocation, for administration of the Transportation Development Act, for transportation planning, for facilities for the exclusive use of pedestrians and bicycles, and for community transit services, from the total estimate of monies to be available for apportionment and allocation during the ensuing fiscal year; and

WHEREAS, the following figures represent the amount described above:

Estimated LTF Available for FY 2022/23

Sales and Use Tax	\$4,949,236
Interest	\$45,000
Subtotal	\$4,994,236

Anticipated Allocations

Administration and Planning	-\$882,427
Pedestrian and Bicycles	-\$82,236
Community Transit Services	-\$201,479

Total Estimated FY 2022/23 LTF Available for Apportionment **\$3,828,094**

Area apportionments based on population: Population figures from State of California Department of Finance 2022 E-1 Report, May 2022

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	67,191	66.37%	\$2,540,581
Grass Valley	13,617	13.45%	\$514,877
Nevada City	3,334	3.29%	\$126,063
Truckee	17,100	16.89%	\$646,574
TOTAL	101,242	100.00%	\$3,828,094

Totals may not equal sum of amounts in column due to rounding.

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission finds that the above figures represent area apportionments to be used for FY 2022/23. These apportionments will be used as the basis for allocations throughout FY 2022/23, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

PASSED AND ADOPTED by the Nevada County Transportation Commission on May 18, 2022 by the following vote:

Ayes: Commissioner Arbuckle, Commissioner Hoek, Commissioner Scofield, Commissioner Strauss, Commissioner Strawser, Commissioner Zabriskie


Noes:

Absent:

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2022/23

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: City of Nevada City

CONTACT: Bryan McAlister, City Engineer

PHONE: (530) 265-2496 x126

The City of Nevada City hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of \$ 126,063 of LTF - Transit funds. The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Section	Total Project Cost	Amount Requested LTF	Amount Requested STA
<i>Transit operations</i>	99400(a)	5,335,218	<i>126,063</i>	
TOTAL				

The City of Nevada City requests that the funds be distributed as they become available. Resolution 2022-35 approving the budget for the project(s) or approving this claim was adopted by the City Council of Nevada City on May 25, 2022.

Approval of this claim and payment to the City of Nevada City is subject to such monies being available, and to the provisions that such monies will be used in accordance with the terms contained in the approving resolution of the NEVADA COUNTY TRANSPORTATION COMMISSION.

BY: *Bryan McAlister*

TITLE: CITY ENGINEER

DATE: 7-11-22

RESOLUTION NO. 2022-35

A RESOLUTION REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC) ALLOCATE \$126,063 OF THE CITY'S FISCAL YEAR 2022/23 LOCAL TRANSPORTATION FUNDS (LTF) FOR PUBLIC TRANSPORTATION

WHEREAS, the City of Nevada City has entered into a Joint Exercise of Powers Agreement with the City of Grass Valley and the County of Nevada for the purpose of establishing and funding a Public Transportation Program; and

WHEREAS, Transportation Development Act Funds that are allocated annually to the City of Nevada City are available to support the Program; and

WHEREAS, the Nevada County Transportation Commission adopted Resolution No. 22-12 showing that the City of Nevada City has an estimated apportionment of local transportation funds in fiscal year 2022-23 of \$126,063; and

WHEREAS, in accordance with the Joint Powers Agreement for Transit Services in Western Nevada County, the Nevada County Transit Services Division requests that the City of Nevada City prepare and submit a claim to NCTC for LTF funds to support Nevada County Connects and Nevada County Now contracted paratransit operations during fiscal year 2022-23; and

NOW AND THEREFORE, BE IT RESOLVED the City Council requests NCTC allocate \$126,063 of Nevada City's fiscal year 2022/23 estimated apportionment of LTF for transit and paratransit services.


PASSED AND ADOPTED at a regular scheduled meeting of the City Council held on this 25th Day of May 2022, by the following vote:

AYES: STRAWSER, FLEMING, FERNÁNDEZ, MINETT, PETERSEN

NOES:

ABSTAIN:

ABSENT:



Duane Strawser, Mayor

ATTEST:



Niel Loeke, City Clerk

GNERIEUE CHRISTAKES, DEPUTY CITY CLERK



City of Nevada City
317 Broad Street
Nevada City, CA 95959
Bryan McAlister, P.E., P.L.S.
City Engineer
(530) 265-2496

July 11, 2022

Via Hand Delivery

Nevada County Transportation Commission
Attn.: Dale D. Sayles, Administrative Services Officer
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

RE: **Local Transportation Fund Claim, Ped & Bike ~ City of Nevada City, FY22/23**

Dear Dale:

The City Engineer and Public Works staff identified areas where sidewalk is needed for street rehabilitation at Commercial Street. The street project consists of sidewalk replacement and new crosswalks on Commercial Street and at intersecting streets. City staff procured bids for Commercial Street Phase 2 Street Improvement Project as advertised in January 2022. Two qualified bids were received, and the contract was awarded to DMCE Concrete & Engineering Contractors by City Council at its regularly scheduled public meeting on February 23, 2022.

The total cost of the project is \$1,255,569. The project provides safety improvements for pedestrian friendly use of Commercial Street in accordance with goals and policies set forth in the Nevada County Pedestrian Improvement Plan dated July 16, 2014 and in conformity with the Nevada County Regional Transportation Plan.

The City of Nevada City requests that NCTC allocate \$61,500 of Local Transportation (LTF) Pedestrian and Bicycle Facilities Funds for this project in accordance with this claim and as further described in City Resolution 2022-34. Thank you for consideration of this request.

Sincerely,

CITY OF NEVADA CITY

A handwritten signature in cursive script that reads "Bryan McAlister".

Bryan McAlister, P.E, PLS
City Engineer for Nevada City

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2022/23

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: **The City of Nevada City**
Agency requesting funds

CONTACT: **Bryan McAlister, City Engineer**
Person authorized to submit claim


PHONE: **(530) 265-2496 x126**

The City of Nevada City hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of **\$61,500** of **LTF for Pedestrian and Bicycle (5806)** funds. The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Section	Total Project Cost	Amount Requested LTF Ped & Bike	Amount Requested STA
Transit/Paratransit Operations	99234	\$1,255,569	\$61,500	
TOTAL		\$1,255,569	\$61,500	

The City of Nevada City requests that the funds be distributed as they become available. Resolution 2022-34 approving the budget for the project(s) or approving this claim was adopted by the Nevada City City Council on May 25, 2022.

Approval of this claim and payment to the **City of Nevada City** is subject to such monies being available, and to the provisions that such monies will be used in accordance with the terms contained in the approving resolution of the NEVADA COUNTY TRANSPORTATION COMMISSION.

SIGNED: 
Person authorized to submit claim

TITLE: **Bryan McAlister, City Engineer**

DATE: 7-12-22

RESOLUTION NO. 2022-34

RESOLUTION REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC) ALLOCATE \$61,500 OF THE CITY'S APPORTIONMENT OF LOCAL TRANSPORTATION FUNDS FOR PEDESTRIAN AND BICYCLE FACILITIES FOR THE COMMERCIAL STREET PHASE 2 STREET IMPROVEMENT PROJECT

WHEREAS, the City of Nevada City has entered into a Joint Exercise of Powers Agreement with the City of Grass Valley and the County of Nevada for the purpose of establishing and funding a Public Transportation Program; and

WHEREAS, Transportation Development Act (TDA) Funds that are allocated annually to the City of Nevada City are available to support the Program; and

WHEREAS, the Nevada County Transportation Commission (NCTC) annually adopts by Resolution findings of apportionment of Local Transportation (LTF) Funds; and

WHEREAS, the City of Nevada City can file claims with NCTC for specific amounts and purposes, as defined in the TDA statutes and regulations, and under NCTC's administrative procedures.

NOW, THEREFORE, BE IT RESOLVED the City Council requests NCTC allocate \$61,500 of Nevada City's apportionment of Local Transportation Funds for Pedestrian and Bicycle Facilities for Commercial Street Phase 2 Street Improvement Project.

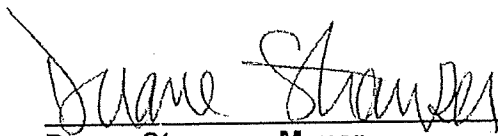
PASSED AND ADOPTED at the regular meeting of the City Council of the City of Nevada City held on the 25th day of May, 2022 by the following vote:

AYES: STRAWSER, FLEMING, FERNÁNDEZ, MINETT, PETERSEN

NOES:

ABSENT:

ABSTAIN:


Duane Strawser, Mayor

ATTEST:


Niel Locke, City Clerk

GABRIELLE CRISTALES, DEPUTY CITY CLERK

**STANDARD ASSURANCES BY CLAIMANT FORM
TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS**

Claimant: CITY OF NEVADA CITY (Agency Name)

Fiscal Year: 22/23 (Project Year)

Please initial all **applicable** paragraphs pursuant to which the claim(s) is being submitted.

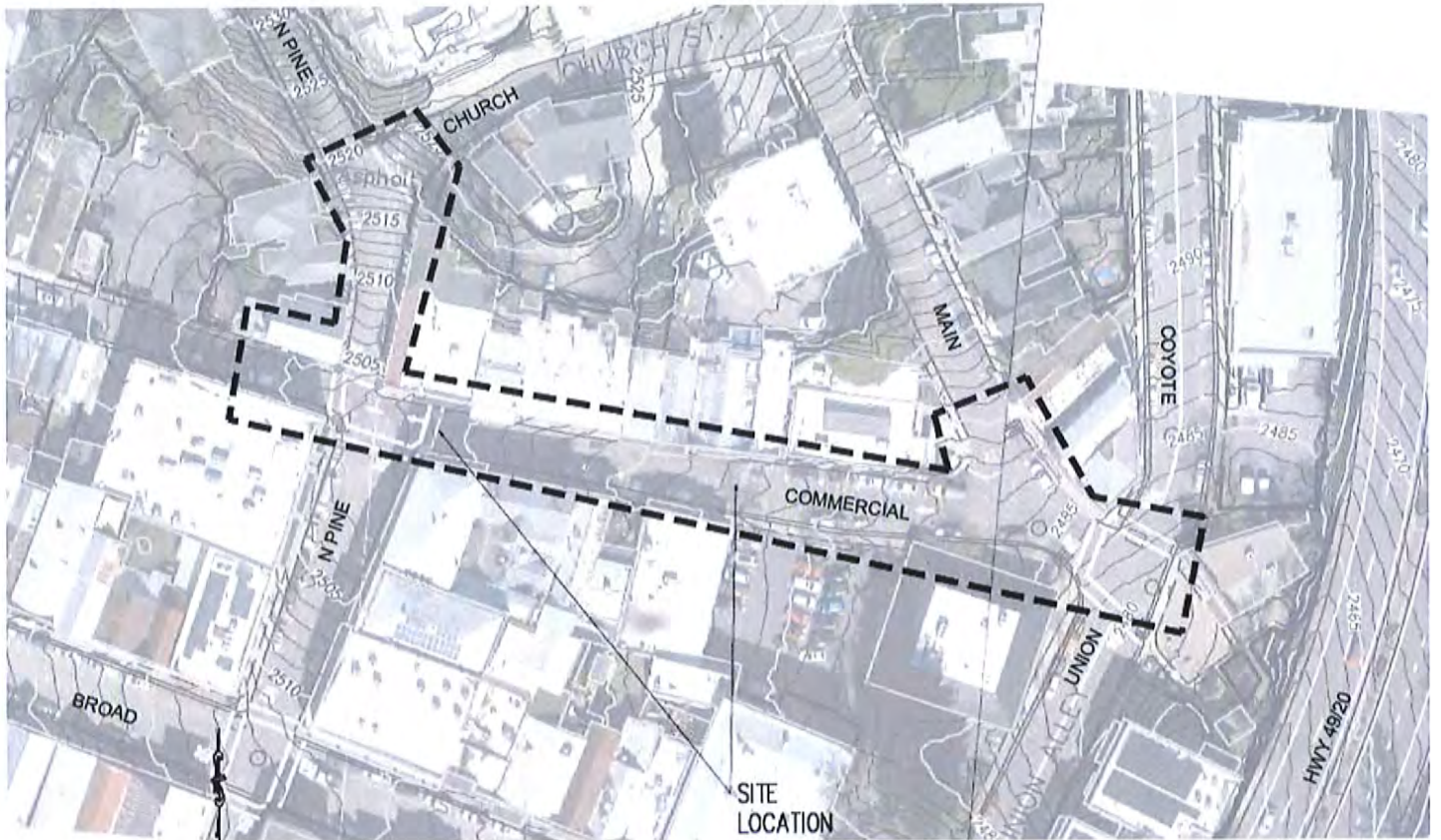
1. **STATE CONTROLLER'S ANNUAL REPORT** - Claimant certifies that it has submitted a State Controller's report in conformance with the Uniform System of Accounts and reports to the Commission and State Controller, pursuant to PUC 99243.5, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one). BM
2. **REVENUE RATIOS FOR OPERATORS IN NEVADA COUNTY** - Pursuant to PUC 99268.2, 99268.4, or 99268.5, claimant certifies that it will maintain for the project year a ratio of fare revenues to operating costs of 10 percent. _____
3. **EXTENSION OF SERVICE** - In the event the claimant receives an allocation of LTF funds for an extension of service pursuant to PUC 99268.8, the claimant certifies it will file a report of these services pursuant to PUC 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted. _____
4. **CALIFORNIA HIGHWAY PATROL (CHP) CERTIFICATION** - Claimant certifies compliance with Drivers Pull Notice Requirements of PUC 99251 and Vehicle Code 1808.1 (**include copy of CHP certification**). _____
5. **ANNUAL FISCAL AUDIT** - Claimant agrees to follow the annual fiscal audit process established by the Nevada County Transportation Commission. BM
6. **TRIENNIAL PERFORMANCE AUDIT** - Claimant agrees to make a reasonable effort to address all issues and recommendations made in the last Triennial Performance Audit. _____
7. **PRODUCTIVITY IMPROVEMENT PROGRAM** - Claimant agrees to make a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244. _____
8. **STATE TRANSIT ASSISTANCE FOR OPERATIONS** - Claimant receiving funds pursuant to PUC 99314.6 certifies that it meets one of the efficiency standards as described in PUC 99314.6a. _____
9. **STATE TRANSIT ASSISTANCE FOR OPERATION** - Claimant receiving funds pursuant to PUC 99314.5 certifies that it is not prohibited or limited from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. _____

Bryan McAlester
Authorizing Signature

BRYAN McALESTER CITY ENGINEER
Print Name and Title

7-11-22
Date

Commercial Street Phase 2 Street Improvement Project



LOCATION MAP

NTS

**LOCAL TRANSPORTATION FUND (LTF)
PEDESTRIAN AND BICYCLE FACILITIES CLAIM CHECKLIST**

Pedestrian and Bicycle funding shall be allocated in accordance with requirements described in TDA Statute 99234, Claims for Pedestrian and Bicycle Facilities. NCTC has discretion over allocation of Pedestrian and Bicycle funds. Annual revenue and interest are divided into bid targets of equal parts for each of the four jurisdictions. Supporting documents to be submitted with the Pedestrian/Bicycle claim form include:

- Statement describing the project and its cost.
- Statement attesting that a good faith effort was made to involve all interested parties and public comment was invited and considered.
- Statement that the proposed project is included in an adopted Bicycle Transportation Plan, Non-Motorized Transportation Plan, Transit Plan, or Pedestrian Plan and is in conformity with the Regional Transportation Plan.
- A map of the project no larger than 8½ inches x 11 inches.
- A statement that the claimant agrees to follow the annual fiscal audit process established by the Nevada County Transportation Commission.
- A signed copy of the resolution by the board or council approving the claim.

NCTC PEDESTRIAN and BIKE FUND
BALANCES

May 2022 Revised Findings																			
Fiscal Year	Estimated Revenue	Increase to CASH ONLY Year to Date	NEVADA CITY				NEVADA COUNTY				GRASS VALLEY				TRUCKEE				Balance
	Preliminary & Revised Findings		Revenue	Allocated	Expended	Balance Available	Revenue	Allocated	Expended	Balance Available	Revenue	Allocated	Expended	Balance Available	Revenue	Allocated	Expended	Balance Available	Remaining
Fund Balance		\$157,607.40	\$165.26				\$75,986.74				\$15,790.22				\$65,665.18				\$157,607.40
2018/19	\$62,953.00	\$71,388.70	\$17,847.18			\$18,090.69	\$17,847.18	\$148,500		(\$15,268.83)	\$17,847.18	\$125,000		\$17,967.65	\$17,847.18			\$92,048.61	\$112,838.11
2019/20	\$67,247.00	\$69,782.49	\$17,445.62			\$35,536.31	\$17,445.62		\$148,500	\$2,176.79	\$17,445.62		\$125,000	\$35,413.27	\$17,445.62			\$109,494.23	\$182,620.60
2020/21	\$83,120.00	\$83,384.08	\$20,846.02	\$34,000	\$34,000	\$22,382.33	\$20,846.02			\$23,022.81	\$20,846.02			\$56,259.29	\$20,846.02			\$130,340.25	\$232,004.68
2021/22	\$74,279.00	\$65,853.47	\$18,569.75			\$40,952.08	\$18,569.75			\$41,592.56	\$18,569.75			\$74,829.04	\$18,569.75			\$148,910.00	\$306,283.68
2022/23	\$82,236.00		\$20,559.00			\$61,511.08	\$20,559.00			\$62,151.56	\$20,559.00			\$95,388.04	\$20,559.00			\$169,469.00	\$388,519.68

FY 22/23 Revenues for NevCo, NCity, GV, and Truckee columns D, H, L, P are based on Estimated Revenue Column B for the year from Revised Findings of Apportionment 5/18/22 = 25% column B for each

**RESOLUTION 22-24
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO THE TOWN OF TRUCKEE
FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2022/23**

WHEREAS, the Town of Truckee has requested an allocation of STA and LTF as set forth below:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	Amount Allocated Per Truckee Final Budget
Transit/Paratransit Operations STA	6731(b)	\$2,077,303	\$428,921.86	\$418,826.86
Transit/Paratransit Operations CTS	99275(a)		\$34,030.00	\$34,030.00
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$507,923.14	\$511,288.14
TOTAL		\$2,077,303	\$970,875.00	\$964,145.00

WHEREAS, the STA estimated revenue under PUC Section 99314 for FY 2022/23 available for allocation to Truckee is \$20,836; and

WHEREAS, the Town of Truckee is eligible to receive an allocation of STA funds under PUC Section 99313 in the amount of \$397,990.86, for a total STA allocation of \$418,826.86; and

WHEREAS, the Town of Truckee meets the qualifying criteria set forth in PUC Section 99314.6(a)(1)(B); and

WHEREAS, under PUC Article 4.5, Section 99275(a), Truckee is authorized to claim LTF for CTS; and

WHEREAS, the Revised Findings of Apportionment Resolution 22-12 estimates that \$201,479 of LTF for CTS is available for FY 2022/23 with Truckee's bid target in the amount of \$34,030; and

WHEREAS, the Town of Truckee has requested an allocation of \$34,030 from the FY 2022/23 CTS apportionment of LTF to support transit/paratransit operations; and

WHEREAS, NCTC has reviewed the claim for allocation of LTF for CTS under PUC Section 99275.5; and

WHEREAS, PUC Section 6681 states that CTS claims for operating costs are eligible under Article 4.5 of the Transportation Development Act (TDA); and

WHEREAS, NCTC has reviewed the Town of Truckee claim for allocation of LTF for CTS and has made the following required findings under PUC Section 99275.5:

1. The proposed community transit service is responding to a need currently not being met in the community of the claimant.
2. The service shall be integrated with existing transit services, as appropriate.

3. The claimant has prepared an estimate of revenues, operating costs, and patronage.
4. The claimant is in compliance with fare recovery ratios.
5. The claimant is in compliance with Sections 99155 and 99155.5 of the Public Utilities Code; and

WHEREAS, the Revised Findings of Apportionment, Resolution 22-12, adopted by the Nevada County Transportation Commission (NCTC) on May 18, 2022, estimates that for FY 2022/23 there is \$646,574 of LTF available for allocation to the Town of Truckee under PUC Section 99400(c)(d)(e); and

WHEREAS, as of June 16, 2022, there are estimated funds remaining from prior year LTF apportionments in the amount of \$116,383; however, Truckee has requested that NCTC hold \$251,688.86 to fully fund the six-month operating reserve of \$1,038,651.50. This leaves an LTF Carryover Balance of (\$135,285.86) needed to make the operating reserve whole; and

WHEREAS, in accordance with the California Code of Regulations Section 6649, the sum of the claimant's allocations from LTF and from the STA Fund cannot exceed the claimant's Maximum Transportation Development Act (TDA) Eligibility for FY 2022/23; and

WHEREAS, the Town of Truckee Director of Administrative Services has determined that Truckee is eligible to receive \$964,145 in TDA funds for transit/paratransit operations during FY 2022/23; and

WHEREAS, the proposed expenditures are in conformity with the Regional Transportation Plan; and

WHEREAS, the level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of PUC Sections 99268.2, 99268.3, 99268.4, 99268.5, and 99268.9, as they may be applicable to the claimant; and

WHEREAS, the Town of Truckee is making full use of federal funds available; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area wide public transportation needs; and

WHEREAS, Town of Truckee has made reasonable efforts to implement productivity improvements recommended pursuant to PUC Section 99244; and

WHEREAS, PUC Section 99251 states: "No claim submitted by an operator pursuant to this chapter shall be approved unless it is accompanied by a certification completed within the last 13 months from the Department of the California Highway Patrol indicating that the operator is in compliance with Section 1808.1 of the Vehicle Code."

WHEREAS, NCTC policy regarding utilization of State Transit Assistance (STA) funds was adopted on March 20, 2019 in Resolution 19-06 (the "Policy"), which reads as follows:

"Transit agencies will utilize LTF apportionments as the first source of funding for existing services or service expansions. If an agency's apportionment of LTF is not sufficient to fund

continuation of existing transit services, capital needs, or service expansions identified in an approved transit development plan, the agency may submit a claim for STA. Claims for STA funds by agencies holding unused allocations or unclaimed balances of LTF from prior years will not be considered.”

NOW, THEREFORE, BE IT RESOLVED, that the Town of Truckee is allocated \$418,826.86 of STA Funds as authorized by TDA 6731(b) for support of transit/paratransit operations during FY 2022/23. Payment will be made toward the end of the fiscal year as need is verified.

BE IT FURTHER RESOLVED, that the Town of Truckee is allocated \$34,030 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2022/23. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that the Town of Truckee is allocated \$511,288.14 of LTF as authorized under PUC Section 99400(c)(d)(e) for transit/paratransit operations during FY 2022/23. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that full payment of these allocations is contingent upon completion of the FY 2021/22 Fiscal Audit. In the event that Unearned Revenue for FY 2021/22 is identified, NCTC may demand repayment of the amount, or may deduct the amount from the amount the claimant is eligible to receive on this claim. This is in accordance with the California Code of Regulations (CCR) Section 6649.

BE IT FURTHER RESOLVED, per CCR 6622, NCTC requires quarterly reports and statements from the Fiscal Officer. In an attempt to minimize unearned revenue, a statement attesting to the need to receive the full annual allocations or a request to hold future payments should be included.

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is hereby directed to issue allocation instructions in accordance with this resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

**RESOLUTION 22-12
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2022/23

WHEREAS, Section 6655.5 of the California Code of Regulations states that the transportation planning agency may, at any time before the conveyance of initial allocation instructions pursuant to Section 6659, issue a revised determination of apportionments based on a revised determination of populations; and

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$ 4,994,236 as the amount available for allocation in FY 2022/23; and

WHEREAS, the amount subject to apportionment is to be determined by subtracting the anticipated amounts to be allocated, or made available for allocation, for administration of the Transportation Development Act, for transportation planning, for facilities for the exclusive use of pedestrians and bicycles, and for community transit services, from the total estimate of monies to be available for apportionment and allocation during the ensuing fiscal year; and

WHEREAS, the following figures represent the amount described above:

Estimated LTF Available for FY 2022/23

Sales and Use Tax	\$4,949,236
Interest	\$45,000
Subtotal	\$4,994,236

Anticipated Allocations

Administration and Planning	-\$882,427
Pedestrian and Bicycles	-\$82,236
Community Transit Services	-\$201,479

Total Estimated FY 2022/23 LTF Available for Apportionment	\$3,828,094
---	--------------------

Area apportionments based on population: Population figures from State of California Department of Finance 2022 E-1 Report, May 2022

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	67,191	66.37%	\$2,540,581
Grass Valley	13,617	13.45%	\$514,877
Nevada City	3,334	3.29%	\$126,063
<u>Truckee</u>	17,100	16.89%	\$646,574
TOTAL	101,242	100.00%	\$3,828,094

Totals may not equal sum of amounts in column due to rounding.

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission finds that the above figures represent area apportionments to be used for FY 2022/23. These apportionments will be used as the basis for allocations throughout FY 2022/23, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

PASSED AND ADOPTED by the Nevada County Transportation Commission on May 18, 2022 by the following vote:

Ayes: Commissioner Arbuckle, Commissioner Hoek, Commissioner Scofield, Commissioner Strauss, Commissioner Strawser, Commissioner Zabriskie

Noes:

Absent:

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

Town Council

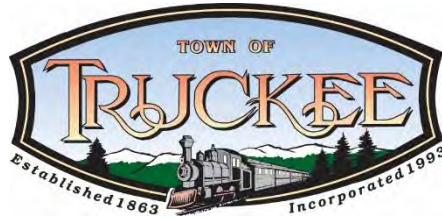
Courtney Henderson, Mayor

Lindsay Romack, Vice Mayor

David Polivy, Council Member

Jan Zabriskie, Council Member

Anna Klovstad, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

Randall Billingsley, Chief of Police

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Interim Administrative Services Director

Judy Price, Communications Director/Town Clerk

Hilary Hobbs, Assistant to the Town Manager

July 6, 2022

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

Pursuant to the Transportation Development Act, Article 4 Section 6632, I, as the Town of Truckee Finance Manager, submit the following:

1. The attached adopted FY 22/23 Transit Budget, which includes the revenues and expenditures contained in the claims submitted by the Town of Truckee as approved by the Town Council in Resolutions 2022-37 and 2022-38.

I assert that the accounts and records of the Town of Truckee are consistent with the uniform system of accounts and records adopted by the State Controller.

The maximum eligibility of Town of Truckee Transit / Paratransit Operations for moneys from the Local Transportation Fund and State Transit Assistance Fund for FY 2022/23 is:

Operating cost as budgeted	\$2,077,303
Less: Fare revenues anticipated	(2,000)
Other revenues anticipated	(638,765)
Federal Assistance anticipated	(472,393)
Maximum TDA eligibility	\$964,145

This letter is submitted attesting to the statements above as reasonable and accurate.

Sincerely,

Nicole Casey
Administrative Services Director

- ec: Dan Wilkins, Town Engineer
Nicole Casey, Administrative Services Director
Regina Wise, Finance Manager
Alfred Knotts, Transit Program Coordinator
Aaron Hoyt, NCTC
Dale Sayles, NCTC

TRUCKEE FY 22/23 Calculation for Maximum TDA Eligibility
7/7/2022

MAXIMUM TDA ELIGIBILITY		
Operating Cost as budgeted	\$ 2,077,303.00	Should match Fiscal Officer's Letter.
Less Fare Revenues anticipated	\$ (2,000.00)	Revenue budget Fairbox Receipts
Less Other Revenues anticipated	\$ (522,350.00)	Interest+Partnership+Other+
Less Federal Assistance anticipated 5310, 5311	\$ (321,745.00)	\$187,500 (5310) + \$134,245 (5311)
Less Federal Assistance anticipated CARES Act Phase3	(\$150,648.00)	per Alfred, Truckee has until FY 24/25 to spend
Less LCTOP (Operating)	(\$116,415.00)	
Less audited Unearned Revenue as of 6/30/2021	\$0.00	
Maximum TDA Eligibility	\$ 964,145.00	

What is the 20/21 audited LTF Unearned Revenue Amount ?	n/a	Final 20/21 Audit
What is the 20/21 audited STA 99314 Unearned Revenue Amount?	n/a	Final 20/21 Audit
What is the 20/21 audited STA 99313 Unearned Revenue Amount?	n/a	Final 20/21 Audit
What is the 20/21 audited Total Unearned Revenue Amount?	n/a	

Fiscal Officer's 's letter states STA 99313 Unearned Revenue will be returned by June 30, 2022 ?	n/a	
How much 20/21 LTF and STA 99313 Unearned Revenue is budgeted to be spent in 22/23 ?	n/a	D13 + D15
How much 20/21 STA 99314 is budgeted to be spent in 22/23 ?	n/a	D14

CALCULATION FOR 6 MONTH OPERATING RESERVE LTF		
22/23 Estimated 6-Month Operating Reserve	(1,038,651.50)	= C4 x 50%
21/22 6-month Operating Reserve held at NCTC	\$ 899,181.64	
FY 21/22 Claim against Operating Reserve (FY 19/20 Operating Deficit)	\$ (112,199.00)	
Amount above/below 22/23 estimated 6-Month Operating Reserve	<u>\$ (251,668.86)</u>	

What is the Estimated LTF Cash Carryover for 21/22 (thru August)	\$ 116,383.00	
LTF Amount Held Above 22/23 Operating Reserve	\$0.00	If D26 is positive enter number here
LTF Amount Below 22/23 Operating Reserve	\$ (251,668.86)	If D26 is negative enter number here
LTF Carryover above reserve to be budgeted (positive) or remaining amount needed to make Operating Reserve whole (negative)	\$ (135,285.86)	

22/23 LTF Apportionment Revised Findings Reso 22-12 5/18/22	\$ 646,574.00	see chart
22/23 CTS Bid Target 5/1/2022	\$ 34,030.00	see chart
22/23 LTF & CTS Apportionment budgeted to be spent or held in reserve	\$ 680,604.00	

STA 99313 CALCULATION		
Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended		
Maximum TDA Eligibility	\$ 964,145.00	C11
22/23 LTF Apportionment	\$ (646,574.00)	D33 x -1
21/22 LTF Cash Carryover to be budgeted 22/23	\$ (116,383.00)	If D28 is positive x -1
22/23 LTF Apportionment unclaimed, held for Operating Reserve	\$ 251,668.86	If D30 is negative x -1
22/23 CTS Bid Target 5/18/22	\$ (34,030.00)	D33 x -1
22/23 STA PUC 99314 State Controller's Office 1/31/22	\$ (20,836.00)	see chart x -1
22/23 STA PUC 99313 Claimable	\$ 397,990.86	Negative = not eligible for 99313

TRANSIT REVENUES VS TDA ELIGIBILITY		
22/23 LTF Apportionment	\$ 646,574.00	D33
LTF Cash Carryover Balance Claimable estimate	\$116,383.00	D41 x -1
Reduction in 22/23 LTF Apportionment Claim for Operating Reserve	-\$251,668.86	D42 x -1
CTS 22/23 Bid Target	\$ 34,030.00	D43 x -1
STA FY 21/22 PUC 99314	\$ 20,836.00	D44 x -1
STA FY 21/22 PUC 99313	\$ 397,990.86	If D45 is negative = 0
Total Transit Revenues	\$964,145.00	
Amount Above or Below Maximum TDA Eligibility	<u>\$0.00</u>	
Reduction in Nevada County FY 22/23 LTF Apportionment Claim	<u>\$0.00</u>	
Maximum TDA Claimable	\$964,145.00	

CLAIM				
Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	
Transit/Paratransit Operations STA	6731(b)	\$2,077,303	\$418,826.86	D52+D53
Transit/Paratransit Operations CTS	99275 (a)		\$34,030.00	D51
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$511,288.14	D48+D49+D50
TOTAL			\$964,145.00	

**TOWN OF TRUCKEE
California**

RESOLUTION 2022-36

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE

WHEREAS; the Town of Truckee is a fiscally responsible public entity and is required to appropriate and expend funds, to conduct the day-to-day business activity of the Town; and

WHEREAS; the Town of Truckee Town Council finds and determines those appropriations and expenditures are necessary for continued efficiency, economy, and effectiveness of the Town's government operations; and

WHEREAS; the Town Council recognized the Capital Improvement Projects, authorizes and approved in the current and prior fiscal years, may not be completed by June 14, 2022; and

WHEREAS; the continuing efforts of staff to operate the business of the Town, within an approved budget, and to create savings, wherever feasible, are acknowledged by the Town Council; and

WHEREAS; the budget includes estimated personnel costs based on an approved Job Classification List with established wage ranges; and

WHEREAS; the Memorandum of Understanding with the Town's department head, mid-management, and general employee association employee groups provides for a cost of living adjustment during the first full pay period during fiscal year 2023; and

WHEREAS; the Town of Truckee is a fiscally responsible public entity and is required to duly approve and adopt a publicly available pay schedule.

NOW THEREFORE BE IT RESOLVED

1. That said Annual Operating and Capital Budget for fiscal year 2023, including proposed personnel changes, is hereby approved and adopted, and estimated actual amounts for the fiscal year 2021-2022 Capital Improvement Projects are adopted as amended budget amounts; and
2. Staff is directed to prepare and publish a final budget document, with approved amendments; and
3. The Town Manager is authorized to transfer appropriations within the approved budget, except changes affecting personnel or capital outlay; and
4. Town Council approval is required for any transfer of appropriations within the budget for personnel or capital outlay and may approve amendments to the adopted operating or capital budget via approval of one or more staff reports; and
5. Town Council approval is required for any proposed increase to the number of CalPERS benefited, budgeted positions, hired; and

Resolution 2022-36
Page 2

6. The Job Classification List for fiscal year 2023, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and adopted.

The foregoing resolution was introduced by Council Member Polivy, seconded by Vice Mayor Romack, at a regular meeting of the Truckee Town Council, held on the 14th day of June 2022 and adopted by the following vote:

AYES: Council Member Polivy, Vice Mayor Romack, Council Member Klovstad, Council Member Zabriskie, and Mayor Henderson.

NOES: None.

ABSENT: None.

DocuSigned by:

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Courtney Henderson, Mayor

ATTEST:

DocuSigned by:

Jen Callaway

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Jen Callaway, Deputy Town Clerk

**PUBLIC TRANSIT FUND REVENUE
2022/23 REVENUE BUDGET**

502,000.00 Public Transit Fund

ACCOUNT	2020/21 ACTUAL	2021/22 AMENDED BUDGET	2021/22 ESTIMATED ACTUALS	2022/23 PROPOSED BUDGET	% CHG BUD TO EA	% CHG BUD TO BUD
OPERATING REVENUES						
44.30 Interest Income	(2,641)	4,083	155	3,007	1840.0%	-26.4%
45.20 FTA - Section 5311 Grant	225,577	227,344	102,678	284,893	177.5%	25.3%
45.21 Local Transportation Fund	509,294	636,274	627,443	507,923	-19.0%	-20.2%
45.22 NCTC - CTS Fund	26,805	30,100	30,100	34,030	13.1%	13.1%
45.23 State Transit Assistance	21,155	245,502	216,183	428,922	98.4%	74.7%
45.27 NV Co - Donner Summit Shuttle Cont	-	17,916	-	-		-100.0%
45.28 FTA - Section 5310 Grant	150,000	150,000	150,000	187,500	25.0%	25.0%
45.31 LCTOP Grant	216,730	100,000	-	116,415		16.4%
45.36 NCTC Operating Reserve Draw	-	-	112,199	-	-100.0%	
46.80 Fare Box Receipts Retained	2,330	2,000	1,500	2,000	33.3%	
46.81 Donner Summit Shuttle Partner Cont	-	123,065	-	-		-100.0%
46.82 Partnership Funding	182,575	269,625	76,700	189,125	146.6%	-29.9%
47.30 Other Sources of Revenue	5,802	1,000	5,500	2,500	-54.5%	150.0%
47.34 Community Shuttle Funding	-	40,000	-	100,000		150.0%
48.10 Gray's Crossing Contribution	53,378	54,979	54,979	55,862	1.6%	1.6%
49.10 Transfer In - CFDs	-	-	-	46,856		100.0%
49.10 Transfer In - Air Quality Mitigation	42,047	75,605	-	125,000		65.3%
Subtotal Operating Revenue	1,433,052	1,977,493	1,377,437	2,084,033		
CAPITAL REVENUE						
45.35 State of Good Repair - Grant	229,682	-	-	321,000		
Subtotal Capital Revenue	229,682	-	-	321,000		
TOTAL PUBLIC TRANSIT FUND REVENUE	1,662,734	1,977,493	1,377,437	2,405,033	74.6%	21.6%

PUBLIC TRANSIT
2022/23 EXPENDITURES BUDGET

502.xxx.00 Public Transit Fund

ACCOUNT		2020/21	2021/22	2021/22	2022/23	% CHG BUD	% CHG BUD
		ACTUAL	AMENDED	ESTIMATED	PROPOSED	TO EA	TO BUD
			BUDGET	ACTUALS	BUDGET		
000	PERSONNEL						
50.11	Wages - Regular Full-Time	119,419	126,194	146,583	156,281	6.6%	23.8%
54.xx	Benefits	71,186	58,416	52,528	81,284	54.7%	39.1%
54.61	Deferred Compensation	4,855	5,486	3,909	4,728	21.0%	-13.8%
54.81	RHS	1,739	1,660	1,740	1,846	6.1%	11.2%
55.71	Car Allowances	321	396	407	396	-2.6%	0.0%
55.80	Compensated Absences	(151)	4,802	(13,083)	422		-91.2%
	Total Personnel	197,370	196,954	192,084	244,957	27.5%	24.4%
	SUPPLIES & SERVICES						
181	TRUCKEE LOCAL SERVICES						
61.34	Fixed Route	461,841	520,550	357,960	530,974	48.3%	2.0%
61.38	Dial-A-Ride	249,283	274,552	261,035	361,621	38.5%	31.7%
61.39	Truckee Thursday Shuttles	-	50,000	-	60,000		20.0%
61.31	Other Special Event Shuttles	-	-	-	40,000		100.0%
	Subtotal Truckee Local Services	711,125	845,102	618,995	992,595	60.4%	17.5%
182	REGIONAL SERVICES						
61.30	North Lake Tahoe Airport Shuttle	6,496	11,139	22,280	14,400	-35.4%	29.3%
61.32	Hwy 89	120,374	128,139	18,750	132,100	604.5%	3.1%
61.41	Hwy 267 Winter	-	-	-	32,175		100.0%
61.33	Hwy 267 - Non-Winter	76,684	83,138	19,250	100,911	424.2%	21.4%
	Subtotal Regional Services	203,553	222,416	60,280	279,586	363.8%	25.7%
180	GENERAL SERVICES & SUPPLIES						
60.15	Education & Training	350	3,000	1,200	3,000	150.0%	
61.00	Professional Services	1,152	158,000	915	93,700	10140.4%	-40.7%
61.30	Marketing	14,243	14,587	15,012	45,000	199.8%	208.5%
63.01	Administrative Overhead	59,911	65,384	70,832	80,265	13.3%	22.8%
63.05	Advertising	230	500	662	1,000	51.1%	100.0%
63.25	Membership & Dues	620	650	1182	1,500	26.9%	130.8%
63.35	General Supplies	383	500	527	750	42.3%	50.0%
63.50	Postage, Freight, & Delivery	14	100	-	100		
63.55	Printing	1,094	50	-	1,100		2100.0%
63.70	Telephone	2,143	2,300	4,315	4,000	-7.3%	73.9%
66.10	Repair & Maint. - Shelters	13,104	12,100	4,369	12,000	174.7%	-0.8%
66.20	Repair & Maint. - Office Equip.	-	50	-	100		100.0%
67.07	Shelters, Buses & Signs Supplies	7,310	250	3,807	7,500	97.0%	2900.0%
68.03	CalTIP Insurance	65,309	78,371	49,471	64,000	29.4%	-18.3%
68.50	Rent	6,881	35,781	38,763	35,781	-7.7%	
69.10	Vehicles - Fuel	48,421	74,160	85,000	92,226	8.5%	24.4%
69.20	Vehicles - Mileage	-	250	-	-		-100.0%
69.76	Fleet Maintenance Allocation	151,906	87,859	103,287	118,143	14.4%	34.5%
69.xx	Prior Year Operating Deficit	-	-	112,199	-	-100.0%	
	Subtotal General Supplies & Services	373,070	533,892	491,541	560,165	14.0%	4.9%
	Subtotal Supplies & Services	1,287,748	1,601,410	1,170,816	1,832,346	56.5%	14.4%
	Subtotal Personnel and Supplies & Services	1,485,117	1,798,364	1,362,901	2,077,303	52.4%	15.5%
000	CAPITAL OUTLAY						
77.10	Transfers to CIP Fund	32,034	-	-	321,000		100.0%
80.20	Computer Equipment	-	-	-	6,300		100.0%
80.75	State of Good Repair	257,757	-	-	(321,000)		
89.00	Depreciation Expense	74,488	82,400	82,400	66,703	-19.0%	-19.0%
	Total Capital Outlay	332,245	82,400	82,400	(247,997)	-401.0%	-401.0%
	TOTAL	1,849,396	1,880,764	1,445,301	2,150,306	48.8%	14.3%
80.70	Less: Capital Assets	(229,682)	-	-	-		
	TOTAL NET EXPENDITURES	1,619,714	1,880,764	1,445,301	2,150,306	48.8%	14.3%

Town Council

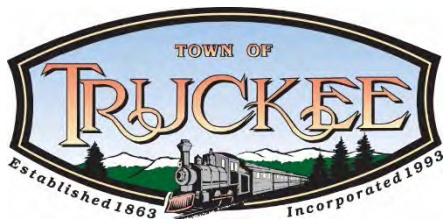
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Department Heads

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Denyelle Nishimori, Community Development Director

Nicole Casey, Administrative Services Director

Judy Price, Communications Director/Town Clerk

Hilary Hobbs, Assistant to the Town Manager

July 6, 2022

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

RE: Request for Approval of the FY 2022/23 Claim for Local Transportation Funds

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$511,288.14 of LTF funds to be applied to the Town's Tahoe Truckee Area Regional Transit (TART) fixed route and paratransit operations per the adoption of Resolution 2022-37 by the Truckee Town Council on June 14, 2022. The difference in the amount requested here and Resolution 2022-38 is due to a decrease of \$6,730 of operating expenditures that was approved by the Town of Truckee Town Council after the resolution.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 20, 2022 agenda for review and approval.

Please contact me if you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Alfred Knotts".

Alfred Knotts
Transit Program Coordinator

Town Council

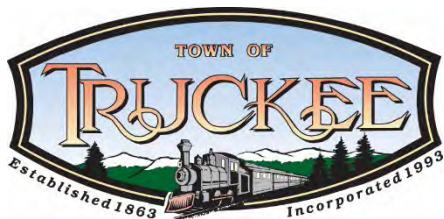
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Hilary Hobbs, Assistant to the Town Manager

July 6, 2022

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

RE: CTS Funding Claim for FY 2022/23 Transit Operations

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$34,030 of CTS funds to be applied to the Town's Tahoe Truckee Area Regional Transit (TART) demand response paratransit service (known as Dial-A-Ride) per the adoption of Resolution 2022-37 by the Truckee Town Council on June 14, 2022. The following provides justification for the funding request:

1. Without the CTS funding the Town will not be able to meet the transit needs of seniors and disabled persons in our community.
2. The Dial-A-Ride program is integrated into the TART system and serves as the complementary paratransit service to the Fixed Route program. The Dial-A-Ride program is available the same days and hours as the Fixed Route program.
3. The FY 22/23 Dial-A-Ride program proposed operating budget and estimated ridership is \$361,621 and 5,296, respectively.
4. The TART program consistently exceeds the TDA required 10% fare recovery ratio.
5. The Town is in compliance with California PUC Codes 99155 and 99155.5 related to paratransit services provided to seniors and to persons with disabilities.
6. The Town has communicated the CTS funding request with Nevada County and both are in agreement on the Town's apportionment.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 20, 2022 agenda for review and approval. Please contact me with any questions.

A handwritten signature in black ink, appearing to read "Alfred Knotts".

Alfred Knotts
Transportation Program Coordinator

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2022/23

DATE: July 6, 2022
TO: NEVADA COUNTY TRANSPORTATION COMMISSION
FROM: TOWN OF TRUCKEE
CONTACT: Alfred Knotts, Transit Program Coordinator
PHONE: 530-582-2489

The TOWN OF TRUCKEE hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of \$545,318.14 of Local Transportation Funds (LTF). The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Section(s)	Total Project Cost	Amount Requested LTF
Transit/Paratransit Operations	99275 (a)	\$2,077,303	\$34,030
Transit/Paratransit Operations	99400 (c) (d) (e)		\$511,288.14
TOTAL		\$2,077,303	\$545,318.14

The Town of Truckee requests that the LTF funds be distributed as they become available per adoption of Resolution 2022-37 by the Town of Truckee Town Council on June 14, 2022. The difference in the amount requested here and Resolution 2022-37 is due to a decrease of \$6,730 of operating expenditures that was approved by the Town of Truckee Town Council after the resolution.

Approval of this claim and payment to the Town of Truckee is subject to such monies being available, and to the provisions that such monies will be used in accordance with the terms contained in the approving resolution of the NEVADA COUNTY TRANSPORTATION COMMISSION.

BY:



Nicole Casey, Administrative Services Director

**TOWN OF TRUCKEE
California**

RESOLUTION 2022-37

A RESOLUTION OF THE TRUCKEE TOWN COUNCIL REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION ALLOCATE LOCAL TRANSPORTATION FUNDS (LTF) FOR OPERATION OF THE TOWN OF TRUCKEE TAHOE TRUCKEE AREA REGIONAL TRANSIT (TART) FIXED ROUTE AND PARATRANSIT SYSTEM FOR FISCAL YEAR 2022/23

WHEREAS, Transportation Development Act Funds are allocated to the Nevada County Transportation Commission for the Town of Truckee; and

WHEREAS, the Town of Truckee has designed a transit system that will most effectively serve the residents and visitors of Truckee; and

WHEREAS, these projects are consist with the of the Regional Transportation Plan and Short Range Transit Development Plan.

NOW, THEREFORE, BE IT RESOLVED THAT THE TRUCKEE TOWN COUNCIL requests the following:

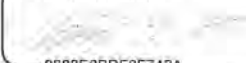
1. NCTC allocate \$541,953.14 of Local Transportation Funds to the TART FY 2022/23 operations budget as follows: \$507,923.14 per PUC 99400(c)(d)(e); \$34,030 per Public Utilities Code 99275(a).
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by Councilmember Klovstad, seconded by Council Member Zabriskie, at a Regular Meeting of the Truckee Town Council, held on the 14th day of June 2022, and adopted by the following vote:

AYES: Council Member Klovstad, Council Member Zabriskie, Council Member Polivy, Vice Mayor Romack, and Mayor Henderson.

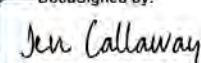
NOES: None.

ABSENT: None.

DocuSigned by:

0888E0BDF8F742A

Courtney Henderson, Mayor

ATTEST:

DocuSigned by:

D59FCDD529D47E...

Jen Callaway, Deputy Town Clerk

Town Council

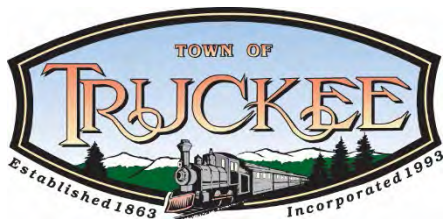
Courtney Henderson, Mayor

Lindsay Romack, Vice Mayor

David Polivy, Council Member

Jan Zabriskie, Council Member

Anna Klovstad, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

Danny Renfrow, Interim Chief of Police

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Administrative Services Director

Judy Price, Communications Director/Town Clerk

Hilary Hobbs, Assistant to the Town Manager

July 6, 2022

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

RE: Request for Approval of the FY 2022/23 Claim for State Transit Assistance Funds

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$418,826.86 of STA funds to be applied to the Town's Tahoe Truckee Area Regional Transit (TART) fixed route and paratransit operations per the adoption of Resolution 2022-38 by the Truckee Town Council on June 14, 2022. The difference in the amount requested here and Resolution 2022-38 is due to a decrease of \$6,730 of operating expenditures that was approved by the Town of Truckee Town Council after the resolution.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 20, 2022 agenda for review and approval.

Please contact me if you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Alfred Knotts".

Alfred Knotts
Transit Program Coordinator

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2022/23


DATE: July 6, 2022
TO: NEVADA COUNTY TRANSPORTATION COMMISSION
FROM: TOWN OF TRUCKEE
CONTACT: Alfred Knotts, Transit Program Coordinator
PHONE: 530-582-2489

The TOWN OF TRUCKEE hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of \$418,826.86 comprised of State Transit Assistance (STA) funds. The total amount of this claim shall be utilized for completion of the project listed below:

Project Title/Description	Authorized by TDA Section(s)	Total Project Cost	Amount Requested STA
Transit/Paratransit Operations	6731(b)	\$2,077,303	\$418,826.86

The Town of Truckee requests that the STA funds be distributed as they become available per the adoption of Resolution 2022-38 by the Town of Truckee Town Council on June 14, 2022. The difference in the amount requested here and Resolution 2022-38 is due to a decrease of \$6,730 of operating expenditures that was approved by the Town of Truckee Town Council after the resolution.

Approval of this claim and payment to the Town of Truckee is subject to such monies being available, and to the provisions that such monies will be used in accordance with the terms contained in the approving resolution of the NEVADA COUNTY TRANSPORTATION COMMISSION.

BY: 

Nicole Casey, Administrative Services Director

**TOWN OF TRUCKEE
California**

RESOLUTION 2022-38

A RESOLUTION OF THE TRUCKEE TOWN COUNCIL REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION ALLOCATE STATE TRANSIT ASSISTANCE (STA) FUNDS FOR OPERATION OF THE TOWN OF TRUCKEE TAHOE TRUCKEE AREA REGIONAL TRANSIT (TART) FIXED ROUTE AND PARATRANSIT SYSTEM FOR FISCAL YEAR 2022/23

WHEREAS, Transportation Development Act Funds are allocated to the Nevada County Transportation Commission for the Town of Truckee; and

WHEREAS, the Town of Truckee has designed a transit system that will most effectively serve the residents and visitors of Truckee; and

WHEREAS, these projects and services are consistent with the Regional Transportation Plan and Short Range Transit Development Plan.

NOW, THEREFORE, BE IT RESOLVED THAT THE TRUCKEE TOWN COUNCIL requests the following:

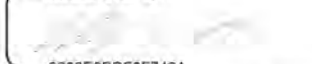
1. NCTC allocate \$428,921 of State Transit Assistance Funds to the TART FY 2022/23 operations budget per Public Utilities Code 6731 (b).
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by Councilmember Klovstad, seconded by Council Member Zabriskie, at a Regular Meeting of the Truckee Town Council, held on the 14th day of June 2022, and adopted by the following vote:

AYES: Council Member Klovstad, Council Member Zabriskie, Council Member Polivy, Vice Mayor Romack, and Mayor Henderson.

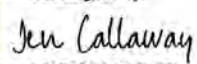
NOES: None.

ABSENT: None.

DocuSigned by:

 0888E0BDF8F742A...

Courtney Henderson, Mayor

ATTEST:

DocuSigned by:

 D59FCDD529D47E..

Jen Callaway, Deputy Town Clerk

**STANDARD ASSURANCES BY CLAIMANT FORM
TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS**

Claimant: Town of Truckee

Fiscal Year: 2022/23

Please initial all applicable paragraphs pursuant to which the claim(s) is being submitted.

1. **STATE CONTROLLER'S ANNUAL REPORT** - Claimant certifies that it has submitted a State Controller's report in conformance with the Uniform System of Accounts and reports to the Commission and State Controller, pursuant to PUC 99243.5, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one). *AEK*
2. **REVENUE RATIOS FOR OPERATORS IN NEVADA COUNTY** - Pursuant to PUC 99268.2, 99268.4, or 99268.5, claimant certifies that it will maintain for the project year a ratio of fare revenues to operating costs of 10 percent. *AEK*
3. **EXTENSION OF SERVICE** - In the event the claimant receives an allocation of LTF funds for an extension of service pursuant to PUC 99268.8, the claimant certifies it will file a report of these services pursuant to PUC 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted. *AEK*
4. **CALIFORNIA HIGHWAY PATROL (CHP) CERTIFICATION** - Claimant certifies compliance with Drivers Pull Notice Requirements of PUC 99251 and Vehicle Code 1808.1 (**include copy of CHP certification**). *AEK*
5. **ANNUAL FISCAL AUDIT** - Claimant agrees to follow the annual fiscal audit process established by the Nevada County Transportation Commission. *AEK*
6. **TRIENNIAL PERFORMANCE AUDIT** - Claimant agrees to make a reasonable effort to address all issues and recommendations made in the last Triennial Performance Audit. *AEK*
7. **PRODUCTIVITY IMPROVEMENT PROGRAM** - Claimant agrees to make a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244. *AEK*
8. **STATE TRANSIT ASSISTANCE FOR OPERATIONS** - Claimant receiving funds pursuant to PUC 99314.6 certifies that it meets one of the efficiency standards as described in PUC 99314.6a *AEK*
9. **STATE TRANSIT ASSISTANCE FOR OPERATION** - Claimant receiving funds pursuant to PUC 99314.5 certifies that it is not prohibited or limited from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. *AEK*



Alfred Knotts
Transit Program Coordinator
July 6, 2022

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

Paratransit Services

ADDRESS		TELEPHONE NUMBER
10969 Stevens Lane		(530) 550-7451

CITY	ZIP CODE	COUNTY
Truckee	96161	Nevada

This is to certify that the above named transit operator was inspected on this date and found to be in compliance with California Vehicle Code Section 1808.1, regarding participation in the Department of Motor Vehicles Pull Notice Program, and with Section 12804.6, regarding transit bus operator certificates.

ISSUED BY	I.D. NUMBER	DATE
K. Keefe	A13301	09/21/2021

Destroy Previous Editions

Chp339_0809.pdf

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

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ISSUED BY	I.D. NUMBER	DATE
K. Keefe	A13301	09/21/2021

Destroy Previous Editions

Chp339_0809.pdf

Claimant: Town of Truckee

For Most Recently Completed Fiscal Year: 2020/21

OPERATOR PERFORMANCE TABLE

Performance Indicator		Comments
1	Operating Cost/ Passenger Trip	Truckee TART Operating Costs: \$1,513,217 Truckee TART Ridership: 25,319
	<u>\$59.77/ Trip</u>	<i>PUC 99247 (a)(b)</i>
2	Operating Cost/ Service Hour	Truckee TART Operating Costs: \$1,513,217 Truckee TART Vehicle Service Hours: 8,289
	<u>\$182.56/Hour</u>	<i>PUC 99247 (c)'</i>
3	Passengers/ Service Hour	Truckee TART Ridership: 25,319 Truckee TART Vehicle Service Hours: 8,289
	<u>3.05/Hour</u>	<i>PUC 99247 (d)</i>
4	Passengers/ Service Mile	Truckee TART Ridership: 25,319 Truckee TART Vehicle Service Miles: 146,323
	<u>.17/Mile</u>	<i>PUC 99247 (e)</i>
5	Service Hours/ Employee	Truckee TART Vehicle Service Hours: 8,289 Total FT Employee Equivalent: 6
	<u>1381.5 Hrs/Emp</u>	<i>PUC 99247 (h)(i)</i>
6	Farebox Ratio	Truckee TART Operating Costs: \$1,513,217 Truckee TART Farebox Revenue: \$238,283
	<u>15.75%</u>	<i>PUC 99268.4</i>

Claimant: Fill in Performance Indicators and return form with claim.

LOCAL TRANSPORTATION FUND (LTF) / STATE TRANSIT ASSISTANCE (STA) FUND OPERATIONS CLAIM CHECKLIST

An operator or transit service claimant shall submit a claim form for transit and/or paratransit operations pursuant to PUC 99260 or 99400. For responsibilities of operators/claimant see CCR Sections 6630-6637 and 6730-6734. Supporting documents to be submitted with the LTF/STA operations claim form include:

- A budget or proposed budget for the fiscal year of the claim. Also, a signed resolution by the board or council approving the budget or submission of the claim.
- Statement identifying the reason or need for an increase in the operating budget in excess of 15 percent above the previous year.
- Certification by CHP of compliance with Section 1808.1 of the California Vehicle Code, as required by PUC Section 99251.
- Completed Standard Assurances by Claimant, as applicable.
- Statement that the proposed expenditure is in conformity with the Regional Transportation Plan.
- Statement of the estimated amount of maximum eligibility of LTF and STA funds per Section 6634(a). No operator or transit service claimant shall be eligible to receive monies during the fiscal year for which the claim is filed for operating costs in an amount that exceeds its actual operating cost (including payments for disposition of claims arising out of the operator's liability) in the fiscal year, less the sum of the following amounts:
 - a. The actual or estimated amount of fare revenues received during the current fiscal year;
 - b. The amount of fare revenues/local support needed to achieve a fare recovery ratio of 10 percent;
 - c. The amount of federal operating assistance received or estimated to be received during the fiscal year;
 - d. The amount received or estimated to be received during the fiscal year from a city or county to which the operator provides service beyond its boundaries;
 - e. Statement signed by the chief financial officer of the claimant attesting to the statements in a. through d. above as reasonable and accurate.
- Completed Operator Performance Table for previous fiscal year.

COMMUNITY TRANSIT SYSTEMS (CTS) OPERATIONS CLAIM CHECKLIST

A claimant or a CTSA (i.e. Nevada County, Town of Truckee) may claim Community Transit Services (CTS) funds under Article 4.5, Section 99275. These funds can be used to provide intracommunity public transit/paratransit services or can be used for transportation services which are used exclusively by elderly and handicapped persons. NCTC establishes bid targets for each jurisdiction based on its pro rata portion of the countywide population and notifies the jurisdictions of its share. However, NCTC has discretion in allocating CTS funds and may award an agency more or less than its bid target in order to fund high priority regional projects. Supporting documents to be submitted with the CTS operations claim include:

- Statement attesting that the agency is responding to a transportation need currently not being met in the community of the claimant.
- Statement that the service shall be integrated with existing transit services, if appropriate.
- Statement that the agency has prepared an estimate of revenues, operating costs, and patronage.
- Statement attesting that the agency is in compliance with rural requirements set in the TDA for fare recovery ratio of 10 percent.
- Statement that the agency is in compliance with PUC Sections 99155 and 99155.5.
- Statement attesting that the agency has met with the other agencies eligible to claim CTS funds and all agree upon the amount of funds being requested.
- A budget or proposed budget for the fiscal year of the claim. Also, a signed resolution by the board or council approving the budget or submission of the claim.
- Statement identifying the reason or need for an increase in the operating budget in excess of 15 percent above the previous year.
- Certification by CHP of compliance with Section 1808.1 of the California Vehicle Code, as required by PUC Section 99251.
- Completed Standard Assurances by Claimant, as applicable.
- Statement that the proposed expenditure is in conformity with the Regional Transportation Plan.
- Statement of the estimated amount of maximum eligibility. No operator or transit service claimant shall be eligible to receive monies during the fiscal year for which the claim is filed for operating costs in an amount that exceeds its actual operating cost (including payments for disposition of claims arising out of the operator's liability) in the fiscal year, less the sum of the following amounts:
 - a. The actual or estimated amount of fare revenues received during the current fiscal year;
 - b. The amount of fare revenues/local support needed to achieve a fare recovery ratio of 10 percent;
 - c. The amount of federal operating assistance received or estimated to be received during the fiscal year;
 - d. The amount received or estimated to be received during the fiscal year from a city or county to which the operator provides service beyond its boundaries.
 - e. Statement signed by the chief financial officer of the claimant attesting to the statements in a. through d. above as reasonable and accurate

**RESOLUTION 22-25
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
FUNDS TO THE COUNTY OF NEVADA FOR FY 2022/23

WHEREAS, the Nevada County Transportation Commission (NCTC) has established an expendable trust fund for Regional Surface Transportation Program (RSTP) funds; and

WHEREAS, NCTC has exchanged its apportionment of federal funds for State Highway Account funds; and

WHEREAS, County of Nevada, through the adoption of Resolution 22-322 on June 28, 2022, has requested an allocation of \$490,594 for FY 2022/23 from RSTP funds; and

WHEREAS, as of June 30, 2022, the RSTP (Fund #6492) amount available to allocate for County of Nevada was \$728,450.13.

NOW, THEREFORE, BE IT RESOLVED, that NCTC does hereby allocate \$490,594 for FY 2022/23 from the RSTP fund to County of Nevada for projects included in the 2022 Capital Improvement Program, contingent upon receipt of the Board of Supervisors’ pending resolution 22-322, the signed RSTP Subrecipient Funding Agreement, and all related claim documents. Payments shall be made upon receipt of invoice(s).

BE IT FURTHER RESOLVED, that NCTC’s Executive Director is hereby authorized to execute a RSTP Subrecipient Funding Agreement with County of Nevada and is directed to issue allocation instructions in accordance with this Resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
950 MAIDU AVENUE, NEVADA CITY, CA 95959-8617
(530) 265-1411 FAX (530) 265-9849 www.mynevadacounty.com

Trisha Tillotson
Community Development Agency Director

Trisha Tillotson
Acting Director of Public Works

July 5, 2022

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, Ca 95959

SUBJECT: Nevada County's Application for FY 2022/23 RSTP Funding Allocations

Dear Mike,

Enclosed is the application requesting Regional Surface Transportation Program (RSTP) Funding for one Nevada County project:

- General Maintenance – New allocation for pavement repairs, road maintenance, graveling etc. \$490,594

This project is programmed in the County's Capital Improvement Program for funding with the County apportionment of RSTP funds and have been determined to be consistent with the Nevada County General Plan. A resolution requesting reallocation of funds is attached.

A resolution was presented to the County Board of Supervisors on June 28, 2022 outlining this allocation request.

Please schedule this project for funding approval by the Commission as soon as possible. If you have any questions please feel free to contact me.

Sincerely,

TRISHA TILLOTSON, CDA DIRECTOR AND ACTING DIRECTOR OF PUBLIC WORKS

Patrick Perkins P.E. C.C.M
Principal Engineer

REGIONAL SURFACE TRANSPORTATION PROGRAM

CLAIM FORM

Date: July 5, 2022

To: Nevada County Transportation Commission

From: Nevada County Department of Public Works

Project Title: General Maintenance

Project Location: Various roads and locations in the countywide road maintenance and rehabilitation program. See the attached Capital Improvement Program for more information.

Total Cost Estimate of Project: \$490,594

Total Request Amount of RSTP Funds: \$ 490,594

Fiscal Year in Which Funds are Expended: FY 22/23

Project Description and Purpose: Work includes pavement repairs, dirt and gravel road maintenance, and miscellaneous signing and striping repairs and maintenance along various county-maintained roads.

A good faith effort was made to involve all interested parties and public comment was invited and considered as this project was programmed in the current Nevada County Transportation Capital Improvement Program as adopted by the Board of supervisors on April 28, 2022 at a duly notice public hearing and was determined to be consistent with the Nevada County General Plan per attached resolution 22-148

The project is consistent with adopted plans and programs and is in conformance with the Regional Transportation plan.



**COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
950 MAIDU AVENUE, P.O. BOX 59902
NEVADA CITY, CA 95959-7902
(530) 265-1411 FAX (530) 265-9849 www.mynevadacounty.com**

Trisha Tillotson
Community Development Agency Director

Trisha Tillotson
Acting Director of Public Works

**NEVADA COUNTY BOARD OF SUPERVISORS
Board Agenda Memo**

MEETING DATE: June 28, 2022
TO: Board of Supervisors
FROM: **Trisha Tillotson, CDA Director and Acting Director of Public Works**
SUBJECT: Authorization of Fiscal Year 2022/23 Regional Surface Transportation Program Funding Requests

RECOMMENDATION: Authorize FY 2022/23 Regional Surface Transportation Program (RSTP) funding requests to the Nevada County Transportation Commission (NCTC).

FUNDING: The projects for which RSTP funds are being requested are in the Nevada County Department of Public Works Capital Improvement Plan 2022 Annual Update (CIP).

BACKGROUND: RSTP funds are Federal Surface Transportation Program funds that are apportioned to specific regions within a state and locally managed and administered by NCTC. Staff is requesting authorization to request RSTP funding from NCTC for one Nevada County project in FY 2022/23. The one project being requested this year is:

- General Maintenance - \$490,594

Staff is requesting a new allocation for general maintenance activities.

Staff requests that the Board approve the attached resolution authorizing the FY 2022/23 RSTP funding application.

Item Initiated by: **Patrick Perkins, Principal Civil Engineer**
Approved by: **Trisha Tillotson, CDA Director and Acting Director of Public Works**

Submittal Date: May 27, 2022
Revision Date: June 7, 2022



RESOLUTION No. 22-322

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

AUTHORIZATION OF FISCAL YEAR 2022/23 REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDING REQUESTS

WHEREAS, Regional Surface Transportation Program (RSTP) funds are locally administered by the Nevada County Transportation Commission (NCTC); and

WHEREAS, the Nevada County Department of Public Works requests authorization to apply for RSTP funds from NCTC for Fiscal Year 2022/23 as follows:

- General maintenance: \$490,594; and

WHEREAS, on April 12, 2022, the Board of Supervisors adopted Resolution 22-148, which adopted the Nevada County Department of Public Works Capital Improvement Plan 2022 Annual Update (CIP) and authorized the Director of Public Works to proceed with implementation of the Program; and

WHEREAS, the new funding requests are for projects within the Nevada County Department of Public Works 2022 Capital Improvement Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Nevada County Board of Supervisors authorizes the Nevada County Department of Public Works to request RSTP fund allocations from NCTC as follows, for a total Fiscal Year 2022/23 RSTP funding request of \$490,594:

- New allocation for Fiscal Year 2022/23: General maintenance \$490,594

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair



RESOLUTION No. 22-148

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE CAPITAL IMPROVEMENT PLAN 2022 ANNUAL UPDATE

WHEREAS, the Department of Public Works has prepared the Capital Improvement Plan (CIP) 2022 Annual Update Road Maintenance and Capital Improvement Five Year Plan; and

WHEREAS, the CIP is consistent with the Nevada County General Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors approves the Nevada County Department of Public Works Capital Improvement Plan (CIP) 2022 Annual Update, attached as Exhibit A, and authorizes the Director of Public Works to proceed with the implementation of the Plan.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of April, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.
Noes: None.
Absent: None.
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

4/12/2022 cc: DPW*
AC*



**COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT**
950 MAIDU AVENUE NEVADA CITY, CA 95959-8617
(530) 265-1222 FAX (530) 265-9851 <http://mynevadacounty.com>

Trisha Tillotson
Community Development Agency Director

Brian Foss
Planning Director

March 15, 2022

TO: Panos Kokkas, Director of Public Works

FROM: Brian Foss, Planning Director

SUBJECT: Government Code Section 65402 Report on Capitol Improvement Plan 2022 Annual Update

Government Code Section 65402

Government code section 65402 requires the planning agency to report within 40 days from submittal as to the conformity with the general plan of city, county, or local agency acquisitions, dispositions, including vacations and abandonments, of real property or construction or authorization of construction of public buildings or structures within the unincorporated areas of the County. Whether or not the conformity determination is given, the agency responsible for the project may still proceed with the project although disapproval by the planning agency requires a local agency to overrule the disapproval. The determination is not a deliberation of whether or not the project should proceed on its merits. Although the project may be found not in conformity, no conditions or modifications can be added by the planning agency.

Capitol Improvement Plan 2021 Annual Update

This Capital Improvement Plan (CIP) has been prepared to provide the County of Nevada (County) Board of Supervisors (BOS) and the community with an outline of capital improvement expenditures and revenue projections. The 2022 CIP update represents a five-year, \$143 million program from July 2021 thru June 2026. The document has been developed to identify the county's priority road safety, maintenance and capital improvement activities over a five-year period. Project sheets are included in the 2022 CIP Update to provide the BOS and the public with relevant project information, including project locations, descriptions, justification, anticipated construction dates, project costs, and funding sources. The plan identifies projects to be carried out over the 5-year span of the CIP. The projects include, road maintenance and rehabilitation, thermoplastic striping, guardrail replacement, high friction surface treatments, bridge replacement, intersection improvements, road widening, bus stop improvements transit services, transfer station improvements including other projects related to roadway and infrastructure.

Government Code §65402 Findings

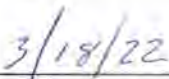
The Nevada County General Plan does not contain any goals or policies that prohibit or discourage road and infrastructure improvements. All of the projects identified in the 2022 CIP update involves County owned facilities and within existing county rights-of-way and/or County-owned land. Some projects may require additional easements however the easements

will be used for public infrastructure improvements. The County's General Plan contains policies that encourage safe circulation and policies to ensure public safety. The projects identified in the 2022 CIP Update will be consistent with the County General Plan by improving public safety, circulation and infrastructure. The CIP does not contain any projects that would cause inconsistencies with General Plan policies or land use designations for any property, structures, facilities or uses. The CIP does not include expansion of infrastructure into areas of the County not designated for development. Based on review of the General Plan policies and General Plan Designations of the locations of the proposed projects it is the Planning Agency's determination that the 2022 Capitol Improvement Plan prepared by the Department of Public Works would be consistent with the goals and policies of the Nevada County General Plan.

Signed:



Brian Foss, Planning Director
Nevada County Planning Department



Date

CAPITAL IMPROVEMENT PLAN

2022 ANNUAL UPDATE



Placing rebar in the Soda Springs Road bridge

County of Nevada
Community Development Agency
Department of Public Works
2021-2022 thru 2025-2026

COUNTY OF NEVADA COMMUNITY DEVELOPMENT AGENCY

DEPARTMENT OF PUBLIC WORKS

CAPITAL IMPROVEMENT PLAN

2022 ANNUAL UPDATE

FISCAL YEAR 2021/22 THRU 2025/26

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Section 1. Introduction

EXECUTIVE SUMMARY

This Capital Improvement Plan (CIP) has been prepared to provide the County of Nevada (County) Board of Supervisors (BOS) and the community with an outline of capital improvement expenditures and revenue projections. This year's CIP represents a five-year, \$143 million program from July 2021 thru June 2026.

Gas tax and General Fund Maintenance of Effort (MOE) constitute the primary discretionary funding sources for the County's road maintenance activities. Since 2010, the County saw large annual fluctuations and an overall decline in gas tax revenue that resulted in a \$3 million loss in funding over the previous decade. A combined 20% increase in costs during that time further eroded our ability to maintain roads and infrastructure. The County's overall pavement condition index (PCI) is currently 64 and continues to drop by approximately 1 point per year given the current funding.

In April 2017, Governor Brown signed Senate Bill 1 (SB1) – Landmark transportation funding legislation that invests \$52.4 billion in Road Maintenance and Rehabilitation Account (RMRA) funds over the next decade to fix roads, freeways, and bridges in communities across California. The new funding package results in an average total increase of approximately \$3 million annually over the next ten years to Nevada County for road safety, maintenance, and improvement projects. RMRA funds are now protected for transportation purposes only under Article 19 of the California State Constitution per the approval of Proposition 69 in June 2018. This additional revenue will be used to fund road rehabilitation and preservation projects, roadside vegetation control and shoulder maintenance activities throughout Nevada County.

With the recent increases in crude oil prices both construction materials and operations costs will increase, consequently reducing the amount of work to be completed based on the available funds. The drastic increase in gasoline and diesel prices will also reduce the number of gallons sold, thereby, reducing the road fund revenues. The long-term prognosis for the CIP's fund balance projections improves as the County receives gas tax and RMRA funds. Moving forward, staff anticipates maintaining a reasonable fund balance in future fiscal years.

Although economic indicators are uncertain, we continue to see robust state and federal grant funding for capital projects. In this plan, the County expects to receive approximately \$66 million in state and federal grants for a variety of transit, roadway safety, bridge, and road maintenance projects. Additional grant funds have been applied for from the Federal Emergency Management Agency, Cal-Fire, and Housing and Community Development for vegetation management and the Highway Safety Improvement Program for roadway related improvements. Additional grants for vegetation management will be applied for as opportunities arise.

PLAN ORGANIZATION

This document has been developed to identify the County's priority road safety, maintenance, and capital improvement activities over a five-year period. Project sheets are included to provide the BOS and the public with relevant project information, including project locations, descriptions, justification, anticipated construction dates, project costs, and funding sources. In addition, fiscal year financial pro forms are included to provide additional details.

SUMMARY OF THE MAJOR REVENUE SOURCES

Road funding is typically broken down into two categories – discretionary funds and restricted funds. Discretionary funds are unrestricted and can be used for a variety of road safety and maintenance activities and improvement projects. This includes funding sources like Gas Tax or General Fund MOE. Restricted revenues are utilized for specific projects or activities and cannot be used for other activities. Local Traffic Mitigation Fees (LTMF) and Federal Grants are examples of restricted fund revenues. A description of each funding source is provided below.

Discretionary Funds

Gas Tax: Gas tax funds (also referred to as Highway User Tax Account (HUTA) and New HUTA funds) are the primary source of discretionary funding for the road maintenance program. These funds typically provide for shoulder and drainage work, road vegetation control, general maintenance (pothole repair, snow removal, crack sealing, pavement failure repairs, etc.), equipment purchases, road preservation, and maintenance projects like overlays.

General Fund Maintenance of Effort (MOE): In June 2017, the BOS adopted a funding program from General Fund MOE revenue. General Fund MOE revenues were established as baseline funding and are subject to annual inflationary adjustments. As a result, General Fund MOE is a predictable and stable source of revenue. These funds are used for road maintenance activities and as a local match on state and federal grant projects. The County is able to leverage an average of approximately \$20 in state and federal funding for every \$1 used as a local match on a grant project. These projects deliver an array of valuable improvements, such as bridge repairs and replacements, high friction surface treatments, thermoplastic striping, sign audits, etc. which help reduce our future maintenance demands.

Regional Surface Transportation Program (RSTP): RSTP funds can be used for a variety of road maintenance activities including road preservation, shoulder maintenance, dirt and gravel road maintenance, and annual striping replacement. The County receives an allocation of funds each year from the Nevada County Transportation Commission (NCTC), and this is considered a stable source of revenue; however, the County must request these funds from NCTC annually.

State Exchange: State Exchange funds are allocated to counties on an annual basis based on an apportionment of Federal Regional Surface Transportation Program (RSTP) funds. Exchange of these federal dollars for state dollars allows for increased flexibility in the use of these funds to complete transportation projects. Like RSTP, State Exchange funds must be used for transportation purposes but are not subject to federal funding restrictions and, as such, these funds are used for a variety of road maintenance activities.

Roads Internal Service Fund (ISF): The Roads ISF was established in 2020 to fund the vehicle and equipment replacement fund for the Roads Division.

Other: This includes minimal Federal Forest Reserve funds and one-time revenues.

Restricted Funds

Grants: County staff regularly apply for, and the County receives grant funding from a variety of sources. This includes from the Highway Safety Improvement Program (HSIP), Highway Bridge Program (HBP), Congestion Mitigation and Air Quality (CMAQ) improvement program, and the Federal Lands Access Program (FLAP), among others. These programs help fund much needed roadway safety projects, bridge replacement and rehabilitation projects, congestion and air quality improvement projects, and projects that improve accessibility to federal properties. In addition, other one-time grants can help augment road safety, vegetation and tree removal, and a myriad of other County public works activities.

Road Maintenance and Rehabilitation Account (RMRA): In April 2017, Governor Brown signed SB1 into law. SB1 will result in an average total increase of \$3 million annually over the next ten years for Nevada County for road safety, maintenance, and improvement projects. SB1 is intended to stabilize HUTA revenue and includes annual inflationary adjustments to ensure long-term fiscal solvency of gas tax revenues. As a result, the County expects RMRA revenues to be a stable source.

RMRA funds require the County to submit a list of all projects proposed to be funded by May 1st of each year. The list must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement and is included in this CIP. Annual reports of expenditures are due October 1st of each year. All reports are available online at: <http://catc.ca.gov/programs/sb1/l srp/>.

County Service Area (CSA)/Permanent Road Division (PRD): CSA's and PRD's are special districts established at the request of property owners that include annual assessments for road maintenance activities. These annual assessments are included on annual property tax bills as a special parcel charge. Funds collected for a CSA or PRD can only be spent on roads and activities within that particular special district.

Development Fees – The Local Traffic Mitigation Fee Program (LTMF) and Regional Transportation Mitigation Fee (RTMF) collects fees from local development to pay for improvements necessary to offset the cumulative net impacts from these developments. Only projects identified in the LTMF and RTMF programs are eligible for these funds.

Other – This includes trust funds, one-time project specific revenues, etc.

SUMMARY OF CIP EXPENDITURES

The total projected expenditures for FY 22-23 are projected to be \$40,844,226 (not including transit projects).

Capital Projects constitute 69% of total CIP expenditures. Table 1 includes the following expenditures:

TABLE 1: CAPITAL PROJECT EXPENDITURES

CATEGORY	AMOUNT	FUNDING SOURCES
Bridge Projects	\$6,335,485	Federal Grants, General Fund MOE
Development Fee Projects	\$487,242	Federal Grant, to be supplemented with LTMF in later years
Safety Projects	\$3,672,792	Gas Tax, General Fund MOE, Federal Grants
Other	\$17,595,000	State Grant and Solid Waste Funds
TOTAL	\$28,090,519	

Maintenance constitutes 22% of total CIP expenditures. Table 2 includes the following expenditures:

TABLE 2: MAINTENANCE EXPENDITURES

CATEGORY	AMOUNT	FUNDING SOURCES
Roadway Preservation	\$1,384,826	Gas Tax and RMRA
Drainage and Shoulder Maintenance	\$342,724	Gas Tax and RMRA
Vegetation Control	\$1,368,855	Gas Tax, CAL FIRE Grant funds and RMRA
General Maintenance	\$5,226,523	Gas Tax, General Fund MOE, RSTP, RMRA, CSA/PRD and Trust Funds
Equipment Program	\$450,000	Roads ISF
TOTAL	\$8,772,928	

Overhead constitutes the remaining 10% of total CIP expenditures. Table 3 includes the following expenditures:

TABLE 3: OVERHEAD EXPENDITURES

CATEGORY	AMOUNT	FUNDING SOURCES
701 – DPW Admin	\$1,641,568	Gas Tax, General Fund MOE, State Exchange, and CSA/PRD
702 - Engineering	\$1,051,063	Gas Tax, General Fund MOE, and CSA/PRD
703 - Maintenance	\$1,288,148	Gas Tax, General Fund MOE, RMRA and CSA/PRD
TOTAL	\$3,980,779	

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ROAD MAINTENANCE AND REHABILITATION PROGRAM (RMRA PROJECT FUNDING)

PROJECT DESCRIPTION: This 5-year road maintenance and rehabilitation plan will resurface or repave roads throughout Nevada County. Roads are selected and prioritized based on the County's Pavement Management System to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment. The plan includes various pavement preservation and replacement techniques.

PROJECT LOCATION: The following locations are tentatively scheduled for road maintenance and rehabilitation in years 2022 thru 2026:

2022 OVERLAY AND PAVEMENT REHABILITATION

ROAD	FROM	TO
DOG BAR RD	WOLF CREEK RD	LODESTAR DR
DOG BAR RD	LODESTAR DR	AMBER ST
DOG BAR RD	AMBER ST	MISTY WINDS LN

2022 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

ROAD	FROM	TO
BANNER QUAKER HILL	BANNER LAVA CAP	END OF PAVEMENT
DOG BAR RD	WOLF CREEK RD	LODESTAR DR
DOG BAR RD	LODESTAR DR	AMBER ST
DOG BAR RD	AMBER ST	MISTY WINDS LN
DOG BAR RD	MISTY WINDS LN	MAGNOLIA RD
MCCOURTNEY RD	GRASS VALLEY CO	POLARIS DR
MCCOURTNEY RD	INDIAN SPRINGS RD	LUCKY NUGGET LN
MCCOURTNEY RD	LUCKY NUGGET LN	LIME KILN RD
BITNEY SPRINGS RD	ROUGH & READY	PLEASANT VALLEY RD

2023 OVERLAY AND PAVEMENT REHABILITATION

ROAD	FROM	TO
DOG BAR RD	MISTY WINDS LN	MAGNOLIA RD
DOG BAR RD	RATTLESNAKE	CARRIE RD
DOG BAR RD	LORIE DRIVE	700 FT N. OF MT. OLIVE
DOG BAR RD	MOUNT OLIVE RD	TAYLOR CROSS
CARRIE DR	DOG BAR RD	GARY WAY
GARY	TAMMY WAY	ALTA SIERRA DR

2023 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

ROAD	FROM	TO
BANNER MTN TRAIL	GRACIE RD	END OF PAVEMENT
IDAHO MARYLAND RD	CITY LIMITS	BANNER LAVA CAP
DOG BAR RD	1415 FT S. WOLF CREEK RD	LODESTAR DR
DOG BAR RD	LORIE DRIVE	700 FT N. OF MT. OLIVE
TYLER FOOTE XING	HWY 49	ANANDA WAY
PLEASANT VALLEY	YUBA BRIDGE	HWY 49
RIDGE ROAD	ROUGH & READY	NC LIMITS
NC HWY	CITY LIMITS	CITY LIMITS

2024 OVERLAY AND PAVEMENT REHABILITATION

ROAD	FROM	TO
PLEASANT VALLEY	FRENCH CORAL	HWY 49
MAGNOLIA RD	COMBIE RD	E. HACIENDA DR
MAGNOLIA RD	E. HACIENDA DR	KNOLLS DR
MCCOURTNEY RD	GRASS VALLEY CO	POLARIS DR
MCCOURTNEY RD	INDIAN SPRINGS RD	LUCKY NUGGET LN
MCCOURTNEY RD	LUCKY NUGGET LN	CHAMPAGNE LN

2024 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

ROAD	FROM	TO
DOG BAR RD.	MAGNOLIA RD	BEAR RIVER
MAGNOLIA RD	COMBIE RD	E. HACIENDA DR
MAGNOLIA RD	E. HACIENDA DR	DOG BAR
YOU BET RD	HWY 174	GREENHORN CK
N. BLOOMFIELD	HIGHWAY 49	LAKE CITY RD

2025 OVERLAY AND PAVEMENT REHABILITATION

ROAD	FROM	TO
SCOTTS FLAT ROAD	SCOTTS VALLEY RD	END COUNTY MAINT.
LIME KILN ROAD	HIGHWAY 49	McCOURTNEY ROAD

2025 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

ROAD	FROM	TO
WOLF RD	HWY 49	LIME KILN
PURDON RD	YUBA BRIDGE	TYLER FOOT XING
YOU BET RD	GREENHORN CK	END COUNTY MAINT TYLER
FOOTE XING	ANANDA WAY	LAKE CITY RD
SWEETLAND RD	SCHOOL ST	PLEASANT VALLEY RD
SCOTTS FLAT ROAD	SCOTTS VALLEY RD	END COUNTY MAINT.
LIME KILN ROAD	HIGHWAY 49	McCOURTNEY ROAD

2026 OVERLAY AND PAVEMENT REHABILITATION

ROAD	FROM	TO
BANNER QUAKER HILL	NID CANAL	END OF COUNTY MAINT
CASCADE LOOP	PASQUALE	PASQUALE
SPANISH	CASCADE LOOP	LAKE LN
SADIE D	CASCADE LOOP	LAKE LN
ARTIC CLOSE	CASCADE LOOP	END OF ROAD

2026 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

ROAD	FROM	TO
BANNER QUAKER HILL	NID CANAL	END OF COUNTY MAINT
CASCADE LOOP	PASQUALE	PASQUALE
SPANISH	CASCADE LOOP	LAKE LN
SADIE D	CASCADE LOOP	LAKE LN
ARTIC CLOSE	CASCADE LOOP	END OF ROAD

SCHEDULE FOR COMPLETION: It is anticipated that each project listed above will be completed before the end of the fiscal year in which the project is identified.

ESTIMATED USEFUL LIFE: Many factors can affect a payment’s useful life, including the quality of the subgrade, drainage conditions, traffic loads etc. Typically, Nevada County expects a 15-20 year useful life out of pavement overlay and a 3-5 year useful life out of a micro-surface. Vegetation management efforts also vary with some areas requiring annual maintenance.

PROJECT COST ESTIMATE:

Item	Funding Source	Cost	Total Annual Cost
2022 Rehab	RMRA	\$ 1,050,000	\$ 3,273,710
2022 Brushing	RMRA	\$ 1,047,647	
2022 Drainage & Shoulders	RMRA	\$ 200,000	
2022 Gen. Maint.	RMRA	\$ 976,063	
2023 Rehab	RMRA	\$ 1,054,000	\$ 3,250,663
2023 Brushing	RMRA	\$ 1,368,855	
2023 Drainage & Shoulders	RMRA	\$ 200,000	
2023 General Maint.	RMRA	\$ 627,808	
2024 Rehab	RMRA	\$ 1,055,188	\$ 3,194,158
2024 Brushing	RMRA	\$ 1,398,970	
2024 Drainage & Shoulders	RMRA	\$ 200,000	
2024 Gen. Maint.	RMRA	\$ 540,000	

2025 Rehab	RMRA	\$ 1,056,402	\$3,226,149
2025 Brushing	RMRA	\$ 1,429,747	
2025 Drainage & Shoulders	RMRA	\$ 200,000	
2025 Gen. Maint.	RMRA	\$ 540,000	
2026 Rehab	RMRA	\$1,057,643	\$3,635,611
2026 Brushing	RMRA	\$1,461,201	
2026 Drainage & Shoulders	RMRA	\$200,000	
2026 Gen. Maint	RMRA	\$916,767	
5 YEAR TOTAL			\$16,580,291
SUPERVISORIAL DISTRICT: ALL			

EGRESS/INGRESS FIRE SAFETY GRANT

PROJECT LOCATION: Various County roads

PROJECT DESCRIPTION: This project will enhance the County's 5-year vegetation management plan by providing intensive vegetation management on approximately 200 miles of County Roads. A portion of the work will be completed by Road staff and the majority of the work will be

PROJECT JUSTIFICATION: Vegetation management is a Board priority. The County was awarded a CAL-FIRE grant for this work. Matching funds will vary and will consist of RMRA and/or HUTA funds.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2021-2022	CalFire Safety Grants	\$868,084
	County match	\$256,955
TOTAL		\$1,125,039

SUPERVISORIAL DISTRICT: I, II, III, IV, V

RECOMMENDATION: Complete project by summer 2022.

2023 THERMOPLASTIC AND MMA SAFETY PROJECT

PROJECT LOCATION: Various locations.

PROJECT DESCRIPTION: The proposed thermoplastic and Methyl Methacrylate (MMA) striping and recessed pavement markers will be placed on existing road surfaces in accordance with Caltrans standards.

PROJECT JUSTIFICATION: Local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means to address safety issues on local roadways.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2023	Federal (HSIP)	\$949,553
	General Fund MOE	\$ 3,000
	TOTAL	\$952,553

SUPERVISORIAL DISTRICT: All

2022 GUARDRAIL PROJECT

PROJECT LOCATION: Various locations.

PROJECT DESCRIPTION: The proposed guardrail project will complete an audit along 5.8 miles of County roadways to determine if the guardrail lengths and locations are appropriate, if it is appropriately installed, and whether end treatment repairs are needed, and develop repair and replacement plans. Replacement of guardrail will occur based on the audit.

PROJECT JUSTIFICATION: Local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means to address safety issues on local roadways.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2022	Federal (HSIP)	\$954,369
	General Fund MOE	\$5,181
	State Exchange	\$164
	TOTAL	\$959,714

SUPERVISORIAL DISTRICT: All

2022 HIGH FRICTION SURFACE TREATMENT PROJECT

PROJECT LOCATION: Various locations.

PROJECT DESCRIPTION: The proposed High Friction Surface Treatment Project will install a high friction surface treatment on various curves of various roadways and pavement markers at 19 locations on lower elevation, rural Nevada County roadways for increased safety

PROJECT JUSTIFICATION: Local HSIP projects are identified on the basis of crash experience, crash potential, crash rate, or other data-supported means to address safety issues on local roadways.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2023	Federal (HSIP)	\$1,644,191
	General Fund MOE	\$2,000
TOTAL	TOTAL	\$1,646,191

SUPERVISORIAL DISTRICT: All

HIRSCHDALE ROAD AT TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT



PROJECT LOCATION: Hirschdale Road east of Glenshire Drive.

PROJECT DESCRIPTION: Both bridges on Hirschdale Road at the Truckee River and at the Union Pacific Railroad Bridge have been identified as being seismically and structurally substandard. This project scope is expected to retrofit the existing piers and replace the existing superstructure (deck) and abutments. The bridge width will be narrowed to support lower traffic volumes and mixed vehicle, pedestrian, and bicycle usage.

PROJECT JUSTIFICATION: Caltrans monitoring reports have determined that the bridge is in a state of deterioration and is considered structurally deficient. In addition, the bridge is currently considered seismically unstable. The County was awarded Highway Bridge Program (HBP) funding to seismically retrofit and rehabilitate the existing bridge.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2022-2023	Federal (HBP)	\$5,723,781
	General Fund MOE	\$49,999
	State Exchange	\$4,712
	TOTAL	\$5,778,492

SUPERVISORIAL DISTRICT: V

RECOMMENDATION: Project Scheduled for Construction in Spring 2023 - Fall 2023

HIRSCHDALE ROAD AT UPRR HINTON OVERHEAD BRIDGE REPLACEMENT PROJECT



PROJECT LOCATION: Hirschdale Road west of Hinton Road.

PROJECT DESCRIPTION: Both bridges on Hirschdale Road at the Truckee River and at the Union Pacific Railroad (UPRR) Bridge have been identified as being seismically and structurally substandard. This project scope includes seismic retrofit of the existing piers and superstructure. This work will include deck rehabilitation, overhang removal with barrier installation and conversion to a one-lane bridge, installation of pipe/cable restrainers and shear key installation to address seismic deficiencies.

PROJECT JUSTIFICATION: Caltrans monitoring reports have determined that the bridge is in a state of deterioration and is considered seismically unstable. The County was awarded Highway Bridge Program (HBP) funding to seismically retrofit and rehabilitate the existing bridge.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2022-2023	Federal (HBP)	\$1,582,748
	General Fund MOE	\$39,123
	State Exchange	\$1,873
	TOTAL	\$1,623,744

SUPERVISORIAL DISTRICT: V

RECOMMENDATION: Project Scheduled for Construction in Spring 2023 - Fall 2023

N. BLOOMFIELD RD AT S. YUBA RIVER BRIDGE EVALUATION PROJECT



PROJECT LOCATION: North Bloomfield Road at S. Yuba River.

PROJECT DESCRIPTION: This Bridge – commonly referred to as “Edwards Crossing” - was built in 1904 and is a historic structure with a large span over the South Yuba River. The site is also a popular recreation facility. This bridge is structurally deficient and currently has a weight restriction due to its structural limitations. The Federal HBP program provides reimbursable funds for 100 percent of eligible project costs. The project will evaluate various rehabilitation or replacement scenarios before moving forward with project design and construction.

PROJECT JUSTIFICATION: The project need is to provide a safe permanent crossing over the South Yuba River on North Bloomfield Road since the existing structure is structurally deficient.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024-2025	Federal (HBP)	\$5,561,496
	State Exchange	\$1,267
	General fund MOE	\$52,417
	TOTAL	\$5,615,180

SUPERVISORIAL DISTRICT: IV and V

RECOMMENDATION: Project Scheduled for Construction TBD

DOG BAR ROAD AT BEAR RIVER BRIDGE REPLACEMENT PROJECT



PROJECT LOCATION: Dog Bar Road at Bear River Bridge – south of Magnolia Road.

PROJECT DESCRIPTION: The existing bridge is located on Dog Bar Road at the Bear River (Nevada-Placer County Line). The existing bridge was constructed in 1935, rehabilitated in 2000, and is not considered historic. Although NID has tentative plans to construct the Centennial Dam which would relocate the river crossing, the Centennial Dam project construction date is unknown. Delays in constructing the dam project necessitate rehabilitation of the bridge.

PROJECT JUSTIFICATION: The purpose of the project is to provide a safe crossing over Bear River on Dog Bar Road since the existing structure is functionally obsolete. The existing steel girder structure with a steel deck is too narrow for the current and future traffic volumes.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2023-2024	Federal (HBP)	\$5,542,472
	State Exchange	\$1,441
	General Fund MOE	\$60,220
	TOTAL	\$5,604,133

SUPERVISORIAL DISTRICT: II

RECOMMENDATION: Project scheduled for construction 2023

RELIEF HILL RD AT HUMBUG CREEK BRIDGE REPLACEMENT PROJECT



PROJECT LOCATION: Relief Hill Road at Humbug Creek

PROJECT DESCRIPTION: The County of Nevada is proposing to replace and widen the existing one lane timber deck bridge (Bridge No. 17C-0028) over Humbug Creek. The existing bridge was built in 1952 and is located on Relief Hill Road north of Nevada City. The structure is severely deteriorated and is considered structurally deficient.

PROJECT JUSTIFICATION: The project provides a safe permanent crossing over Humbug Creek and the existing structure is structurally deficient and the roadway is substandard. New structure will enhance the safety of the public. In addition, the project will resolve on-going maintenance and width issues.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2026	Federal (HBP)	\$1,645,883
	State Exchange	\$2,447
	General fund MOE	\$38,467
	TOTAL	\$1,686,797

SUPERVISORIAL DISTRICT: I

RECOMMENDATION: Project Scheduled for Construction in 2026.

ROCK CREEK ROAD AT ROCK CREEK BRIDGE REPLACEMENT PROJECT



PROJECT LOCATION: Rock Creek Road at Rock Creek

PROJECT DESCRIPTION: The County of Nevada is proposing to replace and widen the existing one lane timber deck bridge (Bridge No. 17C-0057) over Rock Creek. The existing bridge was built in 1920 and is located on Rock Creek Road north of Nevada City. The structure is severely deteriorated and is considered structurally deficient.

PROJECT JUSTIFICATION: The project provides a safe permanent crossing over Rock Creek and the existing structure is structurally deficient and the roadway is substandard. In addition, the project will resolve maintenance and width issues.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024	Federal (HBP)	\$2,889,000
	State Exchange	\$2
	General fund MOE	\$40,677
TOTAL		\$2,929,679

SUPERVISORIAL DISTRICT: I

RECOMMENDATION: Project Scheduled for Construction in 2026.

RIDGE RD AND ROUGH & READY HWY INTERSECTION IMPROVEMENT PROJECT



PROJECT LOCATION: Intersection of Ridge Rd and Rough & Ready Highway

PROJECT DESCRIPTION: This project will evaluate a realignment of two three-legged, angled intersections, the Ridge Rd and Rough & Ready Highway intersection and the Rough & Ready Highway/Adam Avenue intersection, to one four-legged intersection.

PROJECT JUSTIFICATION: The primary benefits of this project are congestion relief, traffic calming and a reduction in existing and future traffic delays.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024	CMAQ/Unknown	\$4,014,310
	State Exchange	\$488
	General Fund MOE	\$1,894
	Development Fees	\$205,021
	TOTAL	\$4,221,713

SUPERVISORIAL DISTRICT: III

LOCAL TRAFFIC MITIGATION FEE PROGRAM PROJECTS

PROJECT LOCATION: Various locations.

PROJECT DESCRIPTION: The Local Traffic Mitigation Fee (LTMF) program, administered by the County, was updated in 2017 and includes a number of future improvement and safety projects. In addition to the Ridge Road/Rough and Ready Highway Improvement Project, future projects scheduled for construction outside this 5-year CIP may include:

- Shoulder Widening and Safety Improvement Projects – Countywide.
- Roadway improvement projects – County wide

Nevada County Transportation Commission (NCTC) completed a regional traffic model update. Nevada County will need to update the Local Traffic Mitigation Fee (LTMF) program, based upon the new traffic model.

PROJECT JUSTIFICATION: The Mitigation Fee Act, also known as California Assembly Bill 1600 (AB 1600) or Government Code Section 66000 et seq., governs imposing development impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including counties, follow basic principles when instituting impact fees as condition of new development.

PROJECT COST ESTIMATE

Year	Funding Source	22-23 FY Cost
2022-23	LTMF	\$204,127
	TOTAL	\$204,127

SUPERVISORIAL DISTRICT: All

RECOMMENDATION: Project scheduled for implementation in 2022-2023

REGIONAL TRANSPORTATION PLAN ACTIVITIES PROJECT

PROJECT LOCATION: Various locations.

PROJECT DESCRIPTION: The Nevada County Transportation Commission (NCTC) partners with Nevada County for support of projects listed in the latest NCTC Overall Work Program. This project coordinates efforts of local, and state agencies, the general public, and private industries to impliment regional transportation activities.

PROJECT JUSTIFICATION: Nevada County partners with the NCTC to complete projects listed in the Overall Work Program including planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure.

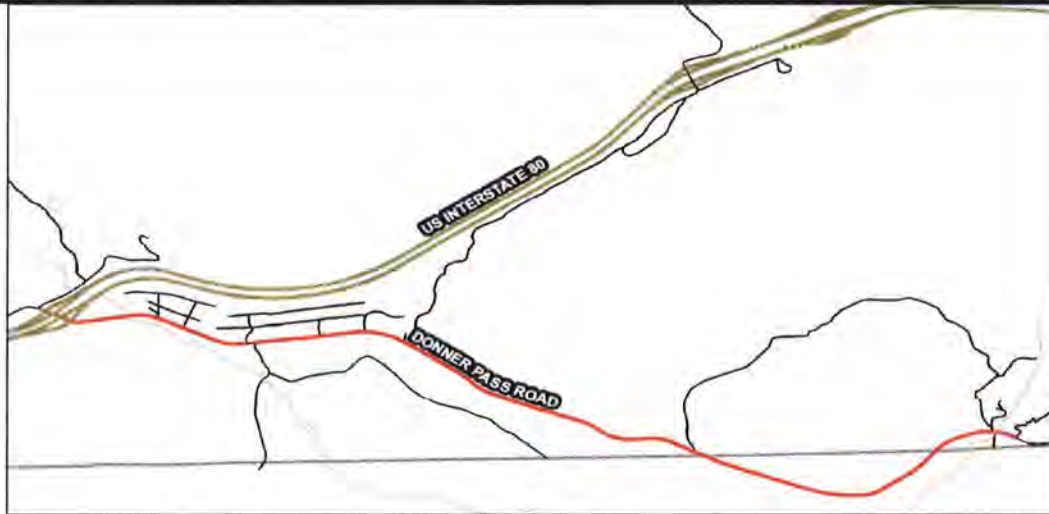
PROJECT COST ESTIMATE

Year	Funding Source	Cost
Annual	Regional Transportation Planning	\$35,000
	TOTAL	\$35,000

SUPERVISORIAL DISTRICT: All

RECOMMENDATION: Fund annually

DONNER PASS ROAD RECONSTRUCTION AND WIDENING PROJECT



PROJECT LOCATION: Donner Pass Rd from I-80 to the Town of Truckee Limits.

PROJECT DESCRIPTION: The project will widen and reconstruct Donner Pass Road, improving the structural issues and reducing the amount of maintenance required on the road. The project will also provide a safer bicycling route and better access to trails that connect to other recreational amenities to the north and south. During the winter the widening can provide additional snow storage and improve access to winter recreational destinations. Nevada County received a California Federal Lands Access Program (FLAP) grant for this project in 2015. The project will be managed and delivered by the Central Federal Lands Highway Division (CFLHD).

PROJECT JUSTIFICATION: The proposed improvements would remedy several ongoing challenges with regard to this segment of Donner Pass Road: 1) moderate to severe roadway degradation that occurs as a result of extreme weather conditions in this high altitude pass, and that necessitates frequent maintenance; 2) safety issues for bicyclists and motorists due to lack of bicycle lanes, shoulders, and recovery zone; and 3) lack of access to trails and other recreational and historic sites in or near the Tahoe National Forest.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2020-2021	Other (FLAP) *	\$20,456,138
	General Fund MOE	\$365,647
	State Exchange	\$127,998
	RSTP	\$160,000
TOTAL	TOTAL	\$21,109,783

* Since project is being managed and constructed by CFLHD, the FLAP funding is shown but managed by CFLHD, portions of this cost are to be directly reimbursed by utility companies

SUPERVISORIAL DISTRICT: V

TRANSIT SERVICES FACILITY IMPROVEMENT PROJECT



PROJECT LOCATION: Nevada County Operations Center on La Barr Meadows Road

PROJECT DESCRIPTION: The project will construct a transit bus wash at the Nevada County Operations Center site on La Barr Meadows Road. The Transit Services Division may contract the design work or coordinate with the Engineering Division to provide engineering support. Engineering may prepare project plans, specifications, and cost estimates, manage the project through construction and provide construction inspection and management services to deliver the project.

PROJECT JUSTIFICATION: The project will provide a needed modern bus washing system which will improve efficiencies for the Transit Services and Fleet Divisions.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2021-2022	Prop IB PTMISEA	\$600,000
	TOTAL	\$600,000

SUPERVISORIAL DISTRICT: All

RECOMMENDATION: Project is scheduled for construction in fall 2022

DEPOT SLOW CHARGER AND ON-ROUTE FAST CHARGER PROJECT



PROJECT LOCATION: Nevada County Operations Center on La Barr Meadows Road and Tinloy Transit Center

PROJECT DESCRIPTION: The project will construct infrastructure charging equipment, including overnight trickle chargers for the bus yard and an on-route fast charger at the transfer center, for use by electric buses. The Transit Services Division may contract the design work or coordinate with the Engineering Division to provide engineering support. Engineering may prepare project plans, specifications, and cost estimates, manage the project through construction and provide construction inspection and management services to deliver the project.

PROJECT JUSTIFICATION: The project is needed to be able to charge the two new low-floor battery electric zero emission transit buses which are being purchased to meeting California Air Resources Board (CARB) fleet requirements.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2021-2022	Federal EPA Targeted Airshed Grant Program	\$600,000
	TOTAL	\$600,000

SUPERVISORIAL DISTRICT: All

MCCOURTNEY ROAD TRANSFER STATION IMPROVEMENT PROJECT



PROJECT LOCATION: McCourtney Road at Wolf Mountain Road.

PROJECT DESCRIPTION: The project will construct improvements at the McCourtney Road Transfer Station (MRTS). Engineering staff will provide project support to the Solid Waste Division as needed, primarily focusing on engineering and design review, constructability, and assistance in the preparation of project plans, specifications, and cost estimates.

PROJECT JUSTIFICATION: The County has identified the need to improve efficiency of current operations at the MRTS and plan for projected growth in operations over the next 25 years. See project website for more info: [McCourtney Rd. Transfer Station Renovation Project | Nevada County, CA \(mynevadaCounty.com\)](https://mynevadaCounty.com)

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2021-2023	Solid Waste	\$24,732,814
	TOTAL	\$24,732,814

SUPERVISORIAL DISTRICT: All

RULE 20 UTILITY UNDERGROUNDING PROJECT

PROJECT LOCATION: To be determined

PROJECT DESCRIPTION: The project will identify one or more locations within Nevada County to create an undergrounding district and underground utilities. Work will include placement of conduits for broadband infrastructure, and potentially pedestrian and/or bicycle amenities.

PROJECT JUSTIFICATION: The County has approximately \$9,700,000 in Rule 20A credits that are to be used for the undergrounding of existing utility lines.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2025-2026	Rule 20A Funds	\$9,700,000
	TOTAL	\$9,700,000

SUPERVISORIAL DISTRICT: TBD

Section 3. Fiscal Year Financial Pro Formas

FISCAL YEAR 2021/2022

CAPITAL PROJECTS	Expenditures	Discretionary Funding						Restricted Funding					
		HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Bridges:	\$4,118,290	\$0	\$104,307	\$0	\$0	\$0	\$0	\$4,013,983	\$0	\$0	\$0	\$0	\$0
Development Fee Projects:	\$283,100	\$0	\$0	\$0	\$0	\$0	\$0	\$283,100	\$0	\$0	\$0	\$0	\$0
Safety Projects:	\$217,249	\$10,000	\$3,000	\$0	\$0	\$0	\$0	\$204,249	\$0	\$0	\$0	\$0	\$0
Shoulder Improvements:	\$8,627,067	\$0	\$0	\$0	\$0	\$102,813	\$0	\$0	\$0	\$0	\$0	\$0	\$8,524,254
Other Divisions:	\$763,516	\$0	\$0	\$0	\$0	\$0	\$131,417	\$0	\$0	\$0	\$0	\$0	\$632,099
SUBTOTAL:	\$14,009,222	\$10,000	\$107,307	\$0	\$0	\$102,813	\$131,417	\$4,501,332	\$0	\$0	\$0	\$0	\$9,156,353
MAINTENANCE	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Roadway Preservation:	\$1,271,135	\$121,135	\$0	\$0	\$0	\$0	\$0	\$0	\$1,050,000	\$100,000	\$0	\$0	\$0
Drainage and Shoulder Maintenance:	\$317,337	\$117,337	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
Vegetation Control:	\$1,564,628	\$0	\$0	\$0	\$0	\$0	\$516,981	\$0	\$1,047,647	\$0	\$0	\$0	\$0
General Maintenance:	\$4,846,782	\$2,162,964	\$219,556	\$0	\$0	\$957,489	\$25,500	\$0	\$976,063	\$436,000	\$69,210	\$0	\$0
Equipment Program:	\$1,141,582	\$0	\$341,582	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL:	\$9,141,464	\$2,401,436	\$561,138	\$800,000	\$0	\$957,489	\$542,481	\$0	\$3,273,710	\$536,000	\$69,210	\$0	\$0
OVERHEAD	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
701 - Admin	\$1,606,231	\$190,583	\$490,772	\$0	\$386,695	\$0	\$508,180	\$0	\$0	\$30,000	\$0	\$0	\$0
702 - Engineering	\$1,028,437	\$303,434	\$612,098	\$0	\$0	\$0	\$32,905	\$0	\$0	\$80,000	\$0	\$0	\$0
703 - Maintenance	\$1,260,418	\$959,301	\$59,348	\$0	\$0	\$0	\$0	\$0	\$200,000	\$30,000	\$11,769	\$0	\$0
SUBTOTAL:	\$3,895,086	\$1,453,319	\$1,162,218	\$0	\$386,695	\$0	\$541,085	\$0	\$200,000	\$140,000	\$11,769	\$0	\$0
FY TOTAL:	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
	\$27,045,772	\$3,864,755	\$1,830,663	\$800,000	\$386,695	\$1,060,302	\$1,214,983	\$4,501,332	\$3,473,710	\$676,000	\$80,979	\$0	\$9,156,353

FUNDING ANALYSIS

	Discretionary Funding						Restricted Funding					
	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
BEGINNING BALANCE:	\$4,592,840	\$0	\$204,733	\$0	\$967,155	\$0	\$0	\$1,285,830	\$3,209,331	\$208,624	\$597,297	\$0
PROJECTED REVENUES:	\$3,982,695	\$1,830,663	\$815,756	\$386,695	\$733,818	\$1,214,983	\$4,501,332	\$3,284,844	\$597,669	\$30,092	\$301,405	\$9,156,353
BUDGETED EXPENDITURES:	(\$3,864,755)	(\$1,830,663)	(\$800,000)	(\$386,695)	(\$1,060,302)	(\$1,214,983)	(\$4,501,332)	(\$3,473,710)	(\$676,000)	(\$80,979)	\$0	(\$9,156,353)
ENDING BALANCE:	\$4,710,781	\$0	\$220,488	\$0	\$640,671	\$0	\$0	\$1,095,964	\$3,131,000	\$157,737	\$898,702	\$0

* CSAC Projections - % Applied: 95%
HUTA/New HUTA Inflation: 2%
Measure F Inflation: 2%

FISCAL YEAR 2022/2023

CAPITAL PROJECTS	Expenditures	Discretionary Funding						Restricted Funding					
		HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Bridges:	\$6,335,485	\$0	\$95,525	\$0	\$0	\$0	\$0	\$6,239,960	\$0	\$0	\$0	\$0	\$0
Development Fee Projects:	\$487,242	\$0	\$0	\$0	\$0	\$0	\$0	\$289,115	\$0	\$0	\$0	\$204,127	\$0
Safety Projects:	\$3,672,792	\$20,000	\$4,000	\$0	\$0	\$0	\$0	\$3,648,792	\$0	\$0	\$0	\$0	\$0
Shoulder Improvements:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Divisions:	\$17,595,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,595,000
SUBTOTAL:	\$28,090,519	\$20,000	\$99,525	\$0	\$0	\$0	\$0	\$10,171,866	\$0	\$0	\$0	\$204,127	\$17,595,000
MAINTENANCE	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Roadway Preservation:	\$1,384,826	\$130,826	\$0	\$0	\$0	\$0	\$0	\$0	\$1,054,000	\$200,000	\$0	\$0	\$0
Drainage and Shoulder Maintenance:	\$342,724	\$142,724	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
Vegetation Control:	\$1,368,855	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,368,855	\$0	\$0	\$0	\$0
General Maintenance:	\$5,226,523	\$3,367,937	\$170,147	\$0	\$0	\$490,594	\$26,010	\$0	\$627,808	\$470,880	\$73,147	\$0	\$0
Equipment Program:	\$450,000	\$0	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL:	\$8,772,928	\$3,641,487	\$170,147	\$450,000	\$0	\$490,594	\$26,010	\$0	\$3,250,663	\$670,880	\$73,147	\$0	\$0
OVERHEAD	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
701 - Admin	\$1,641,568	\$212,450	\$932,354	\$0	\$0	\$0	\$466,764	\$0	\$0	\$30,000	\$0	\$0	\$0
702 - Engineering	\$1,051,063	\$380,477	\$22,380	\$0	\$386,695	\$0	\$180,411	\$0	\$0	\$81,100	\$0	\$0	\$0
703 - Maintenance	\$1,288,148	\$338,464	\$642,870	\$0	\$0	\$0	\$76,814	\$0	\$200,000	\$30,000	\$0	\$0	\$0
SUBTOTAL:	\$3,980,779	\$931,390	\$1,597,604	\$0	\$386,695	\$0	\$723,990	\$0	\$200,000	\$141,100	\$0	\$0	\$0
FY TOTAL:	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
	\$40,844,226	\$4,592,878	\$1,867,276	\$450,000	\$386,695	\$490,594	\$750,000	\$10,171,866	\$3,450,663	\$811,980	\$73,147	\$204,127	\$17,595,000

FUNDING ANALYSIS												
	Discretionary Funding						Restricted Funding					
	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
BEGINNING BALANCE:	\$4,710,781	\$0	\$220,488	\$0	\$640,671	\$0	\$0	\$1,096,964	\$3,131,000	\$157,737	\$898,702	\$0
PROJECTED REVENUES:	\$4,062,349	\$1,867,276	\$447,068	\$386,695	\$741,156	\$750,000	\$10,171,866	\$3,350,541	\$600,657	\$30,092	\$308,940	\$17,595,000
BUDGETED EXPENDITURES:	(\$4,592,878)	(\$1,867,276)	(\$450,000)	(\$386,695)	(\$490,594)	(\$750,000)	(\$10,171,866)	(\$3,450,663)	(\$811,980)	(\$73,147)	(\$204,127)	(\$17,595,000)
ENDING BALANCE:	\$4,180,252	\$0	\$217,556	\$0	\$891,233	\$0	\$0	\$996,842	\$2,919,677	\$114,682	\$1,003,515	\$0.0

* CSAC Projections - % Applied: 95%
HUTA/New HUTA Inflation: 2%
Measure F Inflation: 2%

FISCAL YEAR 2023/2024

CAPITAL PROJECTS	Expenditures	Discretionary Funding						Restricted Funding					
		HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Bridges:	\$5,851,000	\$0	\$55,000	\$0	\$0	\$0	\$0	\$5,796,000	\$0	\$0	\$0	\$0	\$0
Development Fee Projects:	\$3,644,033	\$0	\$0	\$0	\$0	\$0	\$0	\$3,234,884	\$0	\$0	\$0	\$409,149	\$0
Safety Projects:	\$650,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$630,000	\$0	\$0	\$0	\$0	\$0
Shoulder Improvements:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Divisions:	\$8,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,600,000
SUBTOTAL:	\$18,745,033	\$20,000	\$55,000	\$0	\$0	\$0	\$0	\$9,660,884	\$0	\$0	\$0	\$409,149	\$8,600,000
MAINTENANCE	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Roadway Preservation:	\$1,188,892	\$133,704	\$0	\$0	\$0	\$0	\$0	\$0	\$1,055,188	\$0	\$0	\$0	\$0
Drainage and Shoulder Maintenance:	\$350,264	\$150,264	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
Vegetation Control:	\$1,398,970	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,398,970	\$0	\$0	\$0	\$0
General Maintenance:	\$5,339,305	\$2,464,084	\$1,132,068	\$0	\$0	\$630,384	\$26,530	\$0	\$540,000	\$481,239	\$65,000	\$0	\$0
Equipment Program:	\$450,000	\$0	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL:	\$8,727,431	\$2,748,052	\$1,132,068	\$450,000	\$0	\$630,384	\$26,530	\$0	\$3,194,158	\$481,239	\$65,000	\$0	\$0
OVERHEAD	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
701 - Admin	\$1,677,682	\$898,237	\$189,735	\$0	\$0	\$0	\$559,710	\$0	\$0	\$30,000	\$0	\$0	\$0
702 - Engineering	\$1,074,186	\$425,831	\$676	\$0	\$386,695	\$0	\$178,760	\$0	\$0	\$82,224	\$0	\$0	\$0
703 - Maintenance	\$1,316,487	\$559,344	\$527,143	\$0	\$0	\$0	\$0	\$0	\$200,000	\$30,000	\$0	\$0	\$0
SUBTOTAL:	\$4,068,355	\$1,883,413	\$717,554	\$0	\$386,695	\$0	\$738,470	\$0	\$200,000	\$142,224	\$0	\$0	\$0
FY TOTAL:	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
	\$31,540,819	\$4,651,465	\$1,904,622	\$450,000	\$386,695	\$630,384	\$765,000	\$9,660,884	\$3,394,158	\$623,463	\$65,000	\$409,149	\$8,600,000

FUNDING ANALYSIS													
	Discretionary Funding						Restricted Funding						
	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other	
BEGINNING BALANCE:	\$4,180,252	\$0	\$217,556	\$0	\$891,233	\$0	\$0	\$996,842	\$2,919,677	\$114,682	\$1,003,515	\$0	
PROJECTED REVENUES:	\$4,143,596	\$1,904,622	\$447,068	\$386,695	\$755,979	\$765,000	\$9,660,884	\$3,417,552	\$603,660	\$30,092	\$316,664	\$8,600,000	
BUDGETED EXPENDITURES:	(\$4,651,465)	(\$1,904,622)	(\$450,000)	(\$386,695)	(\$630,384)	(\$765,000)	(\$9,660,884)	(\$3,394,158)	(\$623,463)	(\$65,000)	(\$409,149)	(\$8,600,000)	
ENDING BALANCE:	\$3,672,383	\$0	\$214,624	\$0	\$1,016,828	\$0	\$0	\$1,020,236	\$2,899,874	\$79,774	\$911,030	\$0	

* CSAC Projections - % Applied: 95%
HUTA/New HUTA Inflation: 2%
Measure F Inflation: 2%

FISCAL YEAR 2024/2025

CAPITAL PROJECTS	Expenditures	Discretionary Funding						Restricted Funding					
		HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Bridges:	\$7,278,900	\$0	\$50,000	\$0	\$0	\$0	\$0	\$7,228,900	\$0	\$0	\$0	\$0	\$0
Development Fee Projects:	\$896,576	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$896,576	\$0
Safety Projects:	\$450,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$430,000	\$0	\$0	\$0	\$0	\$0
Shoulder Improvements:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Divisions:	\$7,630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,630,000
SUBTOTAL:	\$16,255,476	\$20,000	\$50,000	\$0	\$0	\$0	\$0	\$7,658,900	\$0	\$0	\$0	\$896,576	\$7,630,000
MAINTENANCE	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Roadway Preservation:	\$1,193,047	\$136,645	\$0	\$0	\$0	\$0	\$0	\$0	\$1,056,402	\$0	\$0	\$0	\$0
Drainage and Shoulder Maintenance:	\$357,970	\$157,970	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
Vegetation Control:	\$1,429,747	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,429,747	\$0	\$0	\$0	\$0
General Maintenance:	\$5,454,569	\$3,518,267	\$0	\$0	\$0	\$839,476	\$0	\$0	\$540,000	\$491,826	\$65,000	\$0	\$0
Equipment Program:	\$450,000	\$0	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL:	\$8,885,333	\$3,812,882	\$0	\$450,000	\$0	\$839,476	\$0	\$0	\$3,226,149	\$491,826	\$65,000	\$0	\$0
OVERHEAD	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
701 - Admin:	\$1,714,591	\$20,000	\$986,699	\$0	\$0	\$0	\$677,892	\$0	\$0	\$30,000	\$0	\$0	\$0
702 - Engineering:	\$1,097,818	\$267,731	\$257,611	\$0	\$386,695	\$0	\$102,408	\$0	\$0	\$83,373	\$0	\$0	\$0
703 - Maintenance:	\$1,345,450	\$467,046	\$648,404	\$0	\$0	\$0	\$0	\$0	\$200,000	\$30,000	\$0	\$0	\$0
SUBTOTAL:	\$4,157,859	\$754,777	\$1,892,714	\$0	\$386,695	\$0	\$780,300	\$0	\$200,000	\$143,373	\$0	\$0	\$0
FY TOTAL:	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
	\$29,298,668	\$4,587,659	\$1,942,714	\$450,000.00	\$386,695	\$839,476	\$780,300	\$7,658,900	\$3,426,149	\$635,199	\$65,000	\$896,576	\$7,630,000

FUNDING ANALYSIS													
	Discretionary Funding						Restricted Funding						
	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other	
BEGINNING BALANCE:	\$3,672,383	\$0	\$214,624	\$0	\$1,016,828	\$0	\$0	\$1,020,236	\$2,899,874	\$79,774	\$911,030	\$0	
PROJECTED REVENUES:	\$4,226,468	\$1,942,714	\$447,068	\$386,695	\$771,099	\$780,300	\$7,658,900	\$3,485,903	\$606,679	\$30,092	\$324,580	\$7,630,000	
BUDGETED EXPENDITURES:	(\$4,587,659)	(\$1,942,714)	(\$450,000)	(\$386,695)	(\$839,476)	(\$780,300)	(\$7,658,900)	(\$3,426,149)	(\$635,199)	(\$65,000)	(\$896,576)	(\$7,630,000)	
ENDING BALANCE:	\$3,311,191	\$0	\$211,692	\$0	\$948,451	\$0	\$0	\$1,079,990	\$2,871,354	\$44,866	\$339,034	\$0	

* CSAC Projections - % Applied: 95%
HUTA/New HUTA Inflation: 2%
Measure F Inflation: 2%

FISCAL YEAR 2025/2026

CAPITAL PROJECTS	Expenditures	Discretionary Funding						Restricted Funding					
		HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Bridges:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Development Fee Projects:	\$671,728	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$671,728	\$0
Safety Projects:	\$350,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$330,000	\$0	\$0	\$0	\$0	\$0
Shoulder Improvements:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Divisions:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL:	\$1,021,728	\$20,000	\$0	\$0	\$0	\$0	\$0	\$330,000	\$0	\$0	\$0	\$671,728	\$0
MAINTENANCE	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Roadway Preservation:	\$1,197,294	\$139,651	\$0	\$0	\$0	\$0	\$0	\$0	\$1,057,643	\$0	\$0	\$0	\$0
Drainage and Shoulder Maintenance:	\$365,845	\$165,845	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
Vegetation Control:	\$1,461,201	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,461,201	\$0	\$0	\$0	\$0
General Maintenance:	\$5,572,369	\$3,352,985	\$0	\$0	\$0	\$734,971	\$0	\$0	\$916,767	\$502,646	\$65,000	\$0	\$0
Equipment Program:	\$450,000	\$0	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL:	\$9,046,709	\$3,658,481	\$0	\$450,000	\$0	\$734,971	\$0	\$0	\$3,635,611	\$502,646	\$65,000	\$0	\$0
OVERHEAD	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
701 - Admin	\$1,752,312	\$539,711	\$0	\$0	\$386,695	\$0	\$795,906	\$0	\$0	\$30,000	\$0	\$0	\$0
702 - Engineering	\$1,121,970	\$70,000	\$967,423	\$0	\$0	\$0	\$0	\$0	\$0	\$84,547	\$0	\$0	\$0
703 - Maintenance	\$1,375,050	\$330,905	\$1,014,145	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0
SUBTOTAL:	\$4,249,332	\$940,616	\$1,981,568	\$0	\$386,695	\$0	\$795,906	\$0	\$0	\$144,547	\$0	\$0	\$0
FY TOTAL:	Expenditures	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
	\$14,317,769	\$4,619,097	\$1,981,568	\$450,000	\$386,695	\$734,971	\$795,906	\$330,000	\$3,635,611	\$647,193	\$65,000	\$671,728	\$0

FUNDING ANALYSIS													
	Discretionary Funding						Restricted Funding						
	HUTA	Gen Fund MOE	Roads ISF	State Exchg	RSTP	1114 Misc	Caltrans Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other	
BEGINNING BALANCE:	\$3,311,191	\$0	\$211,692	\$0	\$948,451	\$0	\$0	\$1,079,990	\$2,871,354	\$44,866	\$339,034	\$0	
PROJECTED REVENUES:	\$4,310,997	\$1,981,568	\$447,068	\$386,695	\$786,521	\$795,906	\$330,000	\$3,555,621	\$609,712	\$30,092	\$332,695	\$0	
BUDGETED EXPENDITURES:	(\$4,619,097)	(\$1,981,568)	(\$450,000)	(\$386,695)	(\$734,971)	(\$795,906)	(\$330,000)	(\$3,635,611)	(\$647,193)	(\$65,000)	(\$671,728)	\$0	
ENDING BALANCE:	\$3,003,092	\$0	\$208,760	\$0	\$1,000,000	\$0	\$0	\$1,000,000	\$2,833,873	\$9,958	\$0	\$0	

* CSAC Projections - % Applied: 95%
HUTA/New HUTA Inflation: 2%
Measure F Inflation: 2%

Capital Improvement Plan⁰⁴²

2022 Annual Update



Nevada County Department of Public Works April 2022

PURPOSE OF THE PRESENTATION



**DISCUSS FUNDING
SOURCES**



**DISCUSS UPCOMING
MAINTENANCE AND
CAPITAL
IMPROVEMENT
PROJECTS**



QUESTIONS



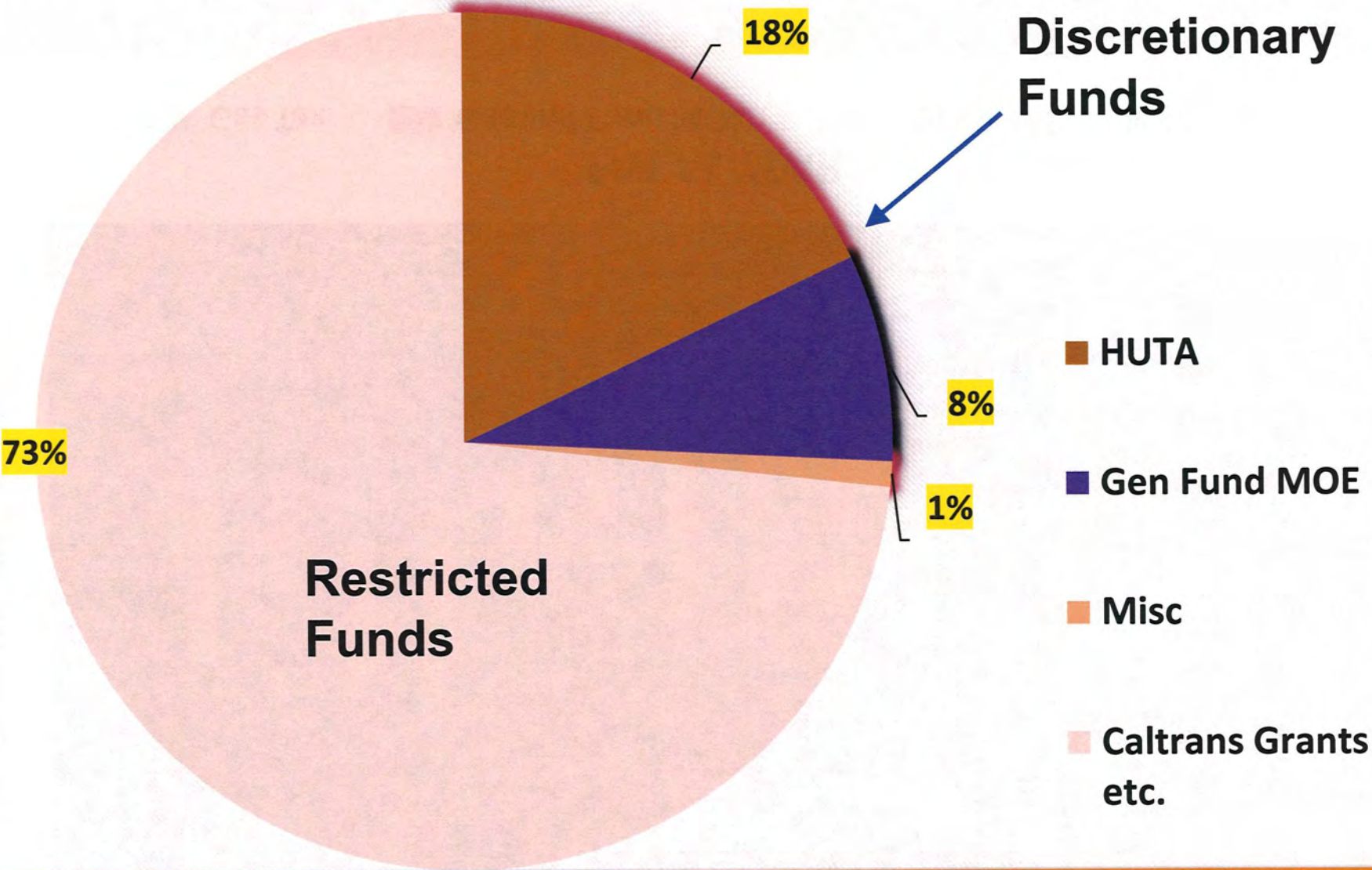
**APPROVAL OF CAPITAL
IMPROVEMENT PLAN**



Road Funding Sources

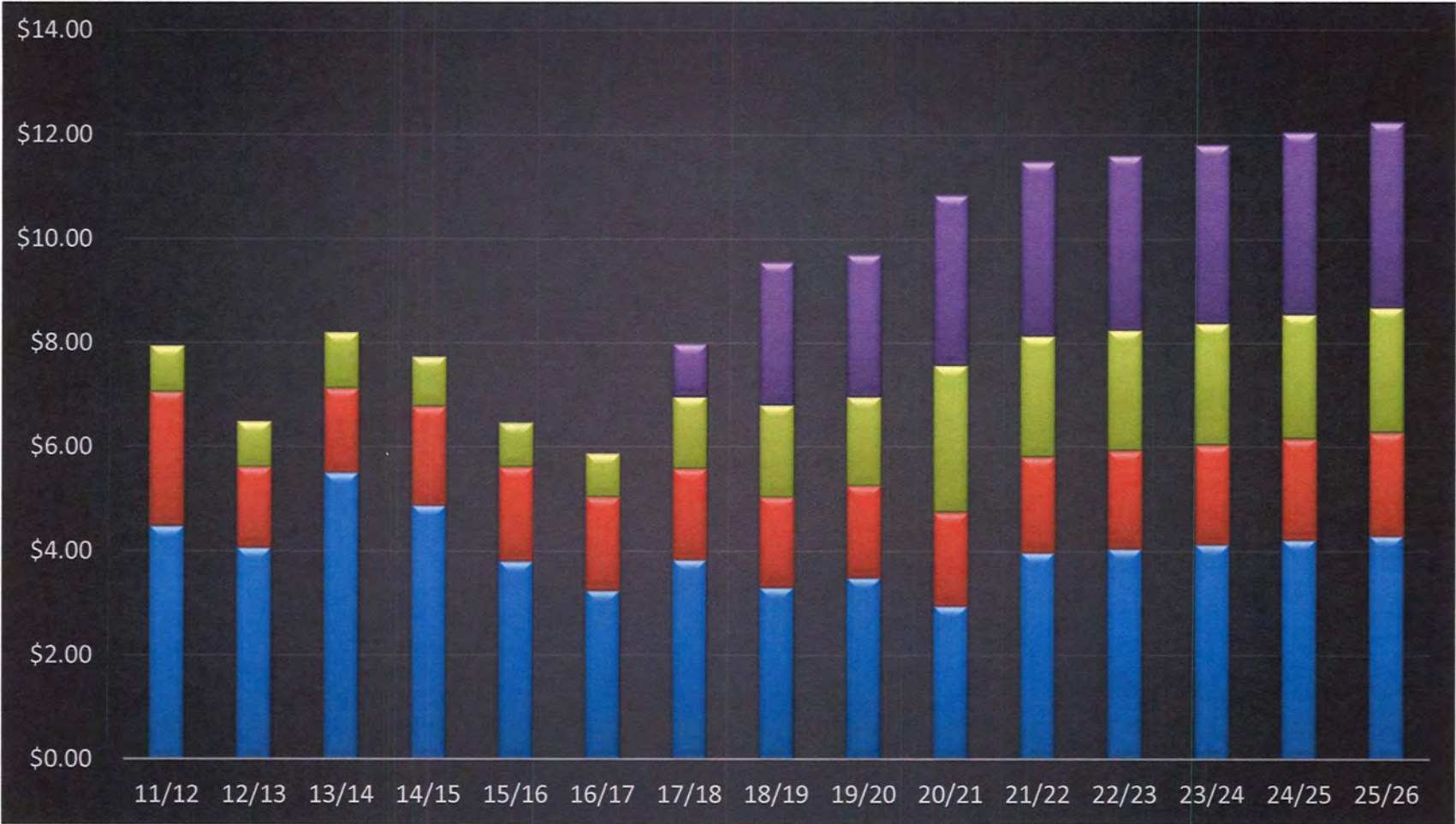


2022-23 Road Fund Revenue Sources ~ \$20 Million⁰⁴⁵



Road Fund Formula (Non-Grant) Revenue⁰⁴⁶

DOLLARS (MILLIONS)



FISCAL YEAR

- Gas Tax
- General Fund MOU
- Other
- RMRA (SB1)

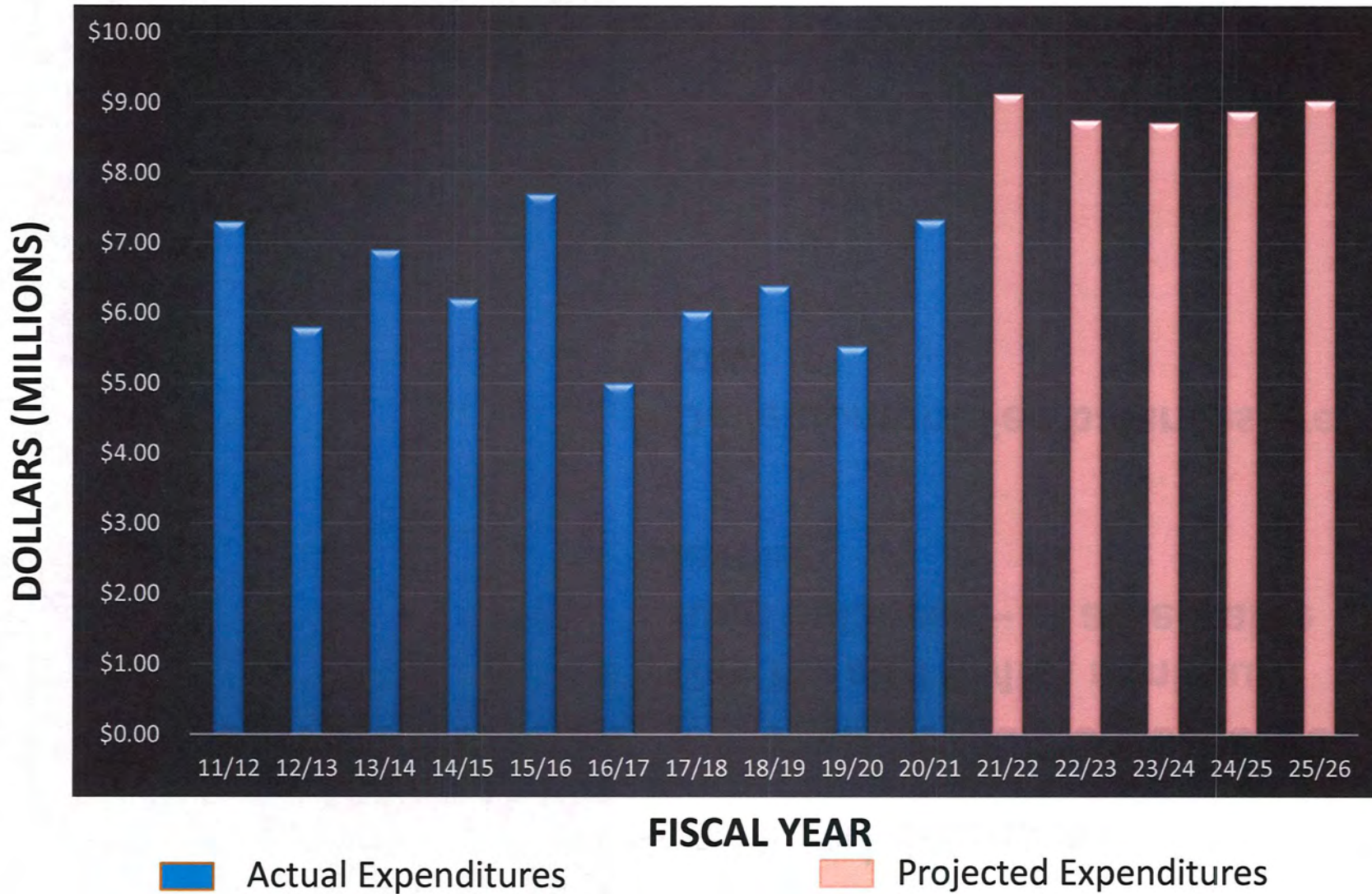




Road Fund Balances

- **Gas Tax and RMRA minimum fund balances – at acceptable levels**
- **Development Fee balances are low**

Direct Road Maintenance Expenditures⁰⁴⁸





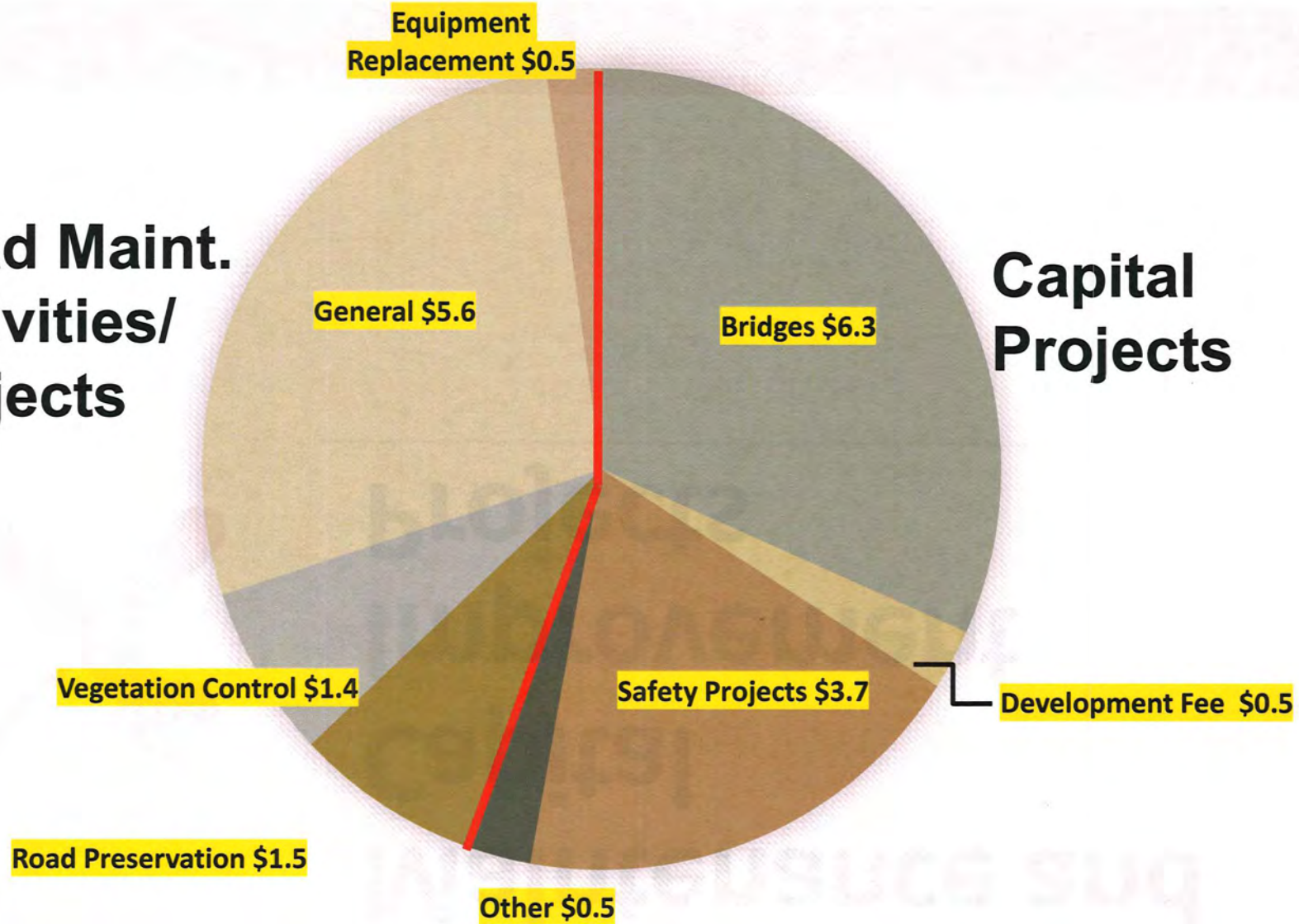
Upcoming Maintenance and Capital Improvement Projects



2022-23 Road Fund Expenditures ~ \$20

**Road Maint.
Activities/
Projects**

**Capital
Projects**

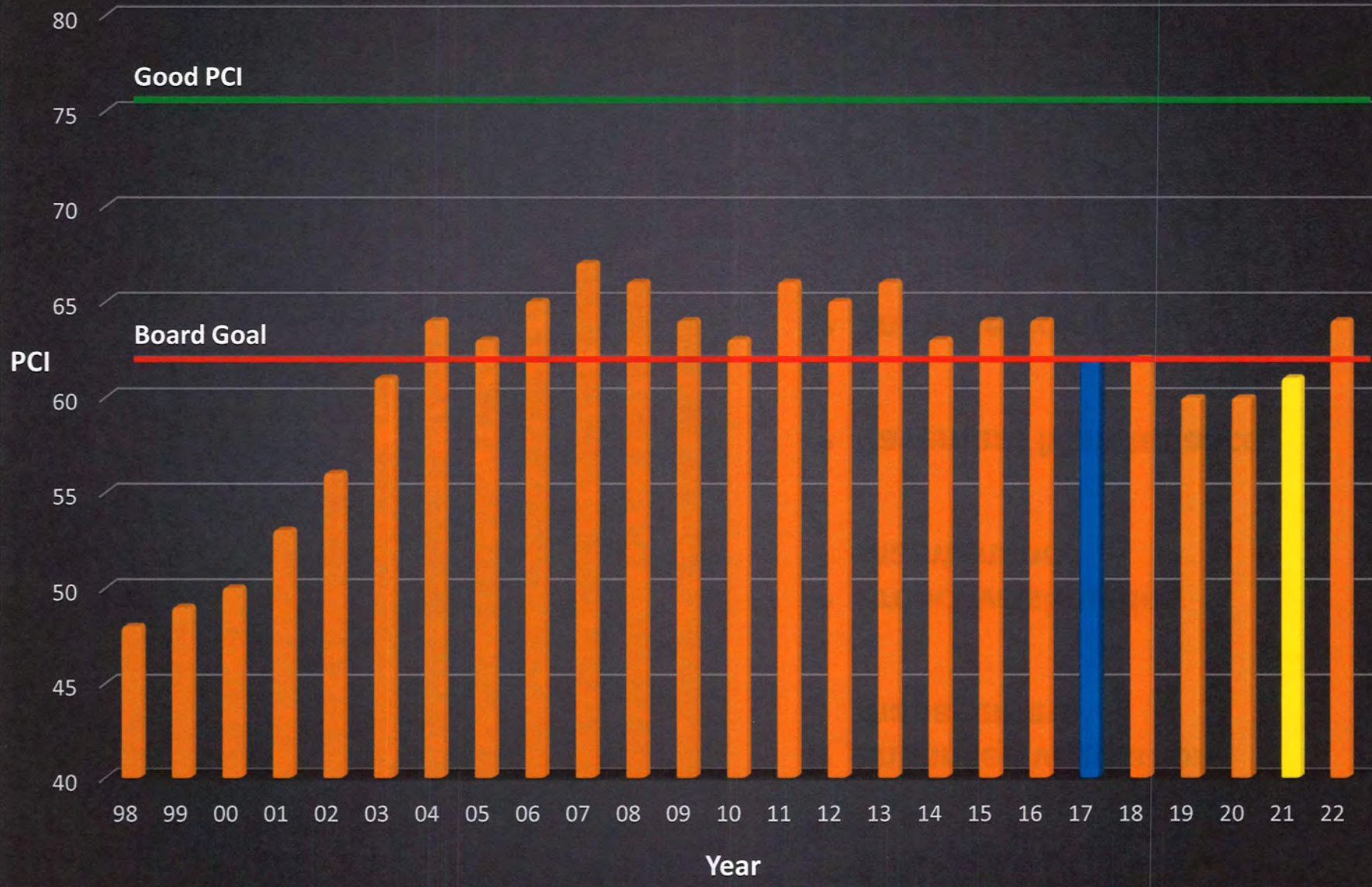


Upcoming Road Maintenance

- **Enhanced vegetation management**
- **Proactive shoulder maintenance**
- **Pavement Maintenance**
- **Snow Removal**
- **Drainage Maintenance**



Nevada County Pavement Condition Index 052 1998 – 2022



CAPITAL PROJECT EXPENDITURES

PROJECT	TYPE	AMOUNT
Bridges (Fed. Grants, GF MOE)	Bridges	\$6,335,485
Development Fee Projects (Fed. Grants Supplemented with LTMF)	Safety	\$487,242
Safety Projects (HUTA, GF MOE, Fed. & State Grants)	Safety	\$3,672,792
Other (Transfer Station, Bus Wash etc.) (Solid Waste, Fed. & State Grants)	Other	\$17,595,000
	TOTAL	<u>\$28,090,519</u>
DONNER PASS COMPLETED in 21-22 CIP, \$8,627,067	\$21,109,783	Life of Project

2022-26 Prelim. Engineering & Construction ⁰⁵⁴

PROJECT	TYPE	AMOUNT
7 Bridges	Bridges	\$ 23,583,677
Guardrail, High Friction Surface, Striping	Safety	\$ 6,840,042
TBD: Local Traffic Mitigation Fee Project	Dev Fees	\$ 2,177,360
Rough & Ready Intersection	Intersection	\$ 4,006,120
McCourtney Transfer Station	Solid Waste	\$ 23,557,099
NCOC Bus Wash	Transit	\$ 600,000
Slow/Fast Charger	Transit	\$ 600,000
Rule 20A, (Undergrounding Electric Lines)	Utility	\$ 9,700,000
Road Rehabilitation	Rd Preservation	\$ 5,300,000
	TOTAL	\$ <u>76,364,298</u>



Questions






Approval of Capital Improvement Plan



Overview of Maintained Mileage System

- **560 miles of County maintained road (distance of I-5 between Redding and Disneyland). Approximately 1500 miles of private roads.**
 - **Of the 560 miles:**
 - **39% are unpaved**
 - **59 miles maintained in road maintenance districts (PRDs or CSAs)**
 - **50 bridges and 40 large culverts**
 - **Less than 2 miles of pedestrian facilities**
 - **Historically maintained by 29 permanent roads maintenance staff and up to 10 Full Time Equivalent (FTE) temporary seasonal workers.**
 - **3rd lowest traffic fatality rate of rural counties**
 - **Top 10 counties as far as pavement condition**
- 

**RESOLUTION 22-26
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDS
TO THE CITY OF NEVADA CITY FOR FY 2022/23 FOR THE
COMMERCIAL STREET PHASE 2 IMPROVEMENT PROJECT**

WHEREAS, the Nevada County Transportation Commission (NCTC) has established an expendable trust fund for Regional Surface Transportation Program (RSTP) funds; and

WHEREAS, NCTC has exchanged its apportionment of federal funds for State Highway Account funds; and

WHEREAS, the City of Nevada City, through adoption of Resolution 2022-33 on May 25, 2022, has requested an allocation of \$92,000 for FY 2022/23 for the Commercial Street Phase 2 Street Improvement Project; and

WHEREAS, as of May 2, 2022, the RSTP (Fund #6492) amount available to allocate to the City of Nevada City was \$92,198.11.

NOW, THEREFORE, BE IT RESOLVED, that NCTC does hereby allocate \$92,000 for FY 2022/23 from the RSTP Fund to the City of Nevada City for the Commercial Street Phase 2 Street Improvement Project. Payment shall be made upon receipt of invoice(s).

BE IT FURTHER RESOLVED, that the NCTC Executive Director is hereby authorized to execute an RSTP Subrecipient Agreement with the City of Nevada City and is directed to issue allocation instructions in accordance with this Resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

RSTP Available to Allocate

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	05/02/2022 FFY 2021/22 Bid Targets for FY22/23 Claims														
2	Jurisdiction: Allocation Resolution #	Project Title	Total Cash in Prior Years Open	Cash Available to Allocate	NCTC Grant	YTD Interest as of 03/31/22	Estimated Population Resolution 22-12	Pop. %	21/22 Bid Targets For 22/23	YTD Total Allocations	YTD Allocated Cash Expended	21/22 YTD Cash Returned or Rescinded	Amount Available to Allocate	Cash Remaining in Open Allocations	TOTAL CASH(Allocated & Unallocated) by Jurisdiction
3			Allocations	7/1/2021	Applications	5/18/2022									
4									X22-6144(049)				= Column D + E + F + I - J + L	= Column C + J - K	= Column M + N
5	Grass Valley		\$150,000.00	\$149,941.23		\$2,553.73	13,617	13.45%	\$146,370.72	\$0.00	\$0.00	\$0.00	\$298,865.68	\$150,000.00	\$448,865.68
6	Reso 20-33	20/21 Annual Street Rehab	\$150,000.00												
7															
8	Nevada City		\$0.00	\$55,884.75		\$475.81	3,334	3.29%	\$35,837.55	\$0.00	\$0.00	\$0.00	\$92,198.11	\$0.00	\$92,198.11
9															
10															
11	Truckee		\$0.00	\$902,768.22		\$7,686.27	17,100	16.89%	\$183,809.89		\$0.00	\$0.00	\$1,094,264.38	\$0.00	\$1,094,264.38
12															
13															
14															
15	Nevada County		\$102,814.00	\$864,341.53		\$8,234.47	67,191	66.37%	\$722,243.88	\$867,945.89	\$0.00	\$0.00	\$726,873.99	\$970,759.89	\$1,697,633.88
16	Reso 19-11	Donner Pass Drainage and Shoulder Maintenance 19/20	\$102,814.00												
17	Reso 21-22	General Maintenance 21/22								\$867,945.89					
18															
19	Nevada County Transportation Commission			\$113,837.99		\$969.23			\$57,276.95	\$0.00	\$0.00	\$0.00	\$172,084.17	\$0.00	\$172,084.17
20															
21															
22	TOTAL		\$252,814.00	\$2,086,773.72		\$19,919.51	101,242	100.00%	\$1,145,539.00	\$867,945.89	\$0.00	\$0.00	\$2,384,286.34	\$1,120,759.89	\$3,505,046.24

KEY	
Allocated Cash	
Unallocated Cash	
Total Cash	

The Regional Surface Transportation Program (RSTP) started in 1992. Revenues come from the Federal Transportation Act. Caltrans exchanges the Federal funds on a dollar-for-dollar basis and provides rural agencies with less restrictive State funds. NCTC receives \$800,000 to \$1,000,000 per year. Funds are mainly used for street maintenance and rehabilitation projects. NCTC annually establishes pro rata shares or "bid targets" based on population; however, NCTC has discretion over project selection and can choose to award a jurisdiction more or less than its bid target.



City of Nevada City
317 Broad Street
Nevada City, CA 95959
Bryan McAlister, P.E., P.L.S.
City Engineer
(530) 265-2496

July 11, 2022

Via Hand Delivery

Nevada County Transportation Commission
Attn.: Dale D. Sayles, Administrative Services Officer
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

RE: **Regional Surface Transportation Program (RSTP) Claim ~ City of Nevada City, FY22/23**

Dear Dale:

The City Engineer and Public Works staff identified areas where sidewalk is needed for street rehabilitation at Commercial Street. The street project consists of sidewalk replacement and new crosswalks on Commercial Street and at intersecting streets. City staff procured bids for Commercial Street Phase 2 Street Improvement Project as advertised in January 2022. Two qualified bids were received, and the contract was awarded to DMCE Concrete & Engineering Contractors by City Council at its regularly scheduled public meeting on February 23, 2022.

The total cost of the project is \$1,255,569. The project provides safety improvements for pedestrian friendly use of Commercial Street in conformity with the Nevada County Regional Transportation Plan.

The City of Nevada City requests that NCTC allocate \$92,000 of Regional Surface Transportation Program (RSTP) Funds for this project in accordance with the attached claim and as further described in City Resolution 2022-33. Thank you for consideration of this request.

Sincerely,

CITY OF NEVADA CITY

A handwritten signature in cursive script that reads "Bryan McAlister".

Bryan McAlister, P.E, PLS
City Engineer for Nevada City

**REGIONAL SURFACE TRANSPORTATION PROGRAM
CLAIM FORM**

7-11-22
(Date)

To: Nevada County Transportation Commission

From: City of Nevada City

Project Title: *Commercial Street Phase 2 Street Improvement Project*

Total Cost Estimate of Project: *1,255,569*

Total Requested Amount of RSTP Funds: *92000*

Fiscal Year in Which Funds are to be Expended: *22/23*

Project Description and Purpose: *Commercial Street Phase 2 Street Improvement Project - New Sidewalk, Paving*

Include or attach the following supporting documents:

1. Statement attesting a good faith effort was made to involve all interested parties and public comment was invited and considered.
2. Statement attesting that the proposed project is consistent with adopted plans and programs and is in conformity with the Regional Transportation Plan.
3. A map of the project no larger than 8-1/2 x 11.
4. A copy of the signed resolution by the board or council approving the claim.

CITY OF NEVADA CITY

CITY COUNCIL STAFF REPORT

MEETING OF: May 25, 2022

Agenda Item No. 07

Subject: Consideration of Adoption of Resolution No. 2022-33: Regional Surface Transportation Program (RSTP) Claim for the Commercial Street Phase 2 Street Improvement Project in the Amount of \$92,000

Date: May 17, 2022

From: Bryan McAlister, City Engineer

Reviewed & Approved: City Manager: City Attorney:

Recommended Action: Adopt the resolution

ISSUE STATEMENT AND DISCUSSION:

The Regional Surface Transportation Program (RSTP) was established by the State of California to utilize federal Surface Transportation Program funds for a wide variety of transportation projects. The State allows NCTC to exchange these federal funds for state funds to maximize the ability of local public works departments to use the funds for transportation purposes including: planning, construction, improvement, maintenance, and operation of public streets and highways and pedestrian and bicycle projects. NCTC is responsible for distributing these exchanged funds to the local jurisdictions.

Each year Caltrans notifies NCTC of the amount of RSTP funds that will be available based on federal budget appropriations. NCTC then establishes bid targets for each jurisdiction based on its pro rata portion of the countywide population and notifies the jurisdictions of its share. However, NCTC has discretion in allocating RSTP funds and may award an agency more or less than its bid target in order to fund high priority regional projects.

The Commercial Street Phase 2 Street Improvement Project was identified as a priority for improvement. City Council awarded a contract for these improvements in February 23, 2022. The project is expected to be complete in June 2022. City staff recommends that a claim be submitted to NCTC to request allocation of \$92,000 of RSTP funds for this project. The Commercial Street Phase 2 Street Improvement Project includes pedestrian and street improvements that are eligible for funding by RSTP subject to approval by NCTC.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Not applicable.

ENVIRONMENTAL CONSIDERATIONS:

Not applicable

ATTACHMENTS:

Resolution 2022-33

RESOLUTION NO. 2022-33

RESOLUTION REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC) ALLOCATE \$92,000 OF THE CITY'S APPORTIONMENT OF REGIONAL SURFACE TRANSPORTATION FUNDS FOR THE COMMERCIAL STREET PHASE 2 STREET IMPROVEMENT PROJECT

WHEREAS, the City of Nevada City has entered into a Joint Exercise of Powers Agreement with the City of Grass Valley and the County of Nevada for the purpose of establishing and funding a Public Transportation Program; and

WHEREAS, the Nevada County Transportation Commission (NCTC) allocates Regional Surface Transportation Program (RSTP) funds to various transportation related projects within Nevada County to support the Program; and

WHEREAS, these funds are received by NCTC annually from the State of California and upon receipt of those funds, NCTC establishes bid targets for the jurisdictions; and

WHEREAS, the City of Nevada City can file claims with NCTC for specific amounts and purposes, as defined in the State statutes and regulations, and under NCTC's administrative procedures.

NOW, THEREFORE, BE IT RESOLVED the City Council requests NCTC allocate \$92,000 of Nevada City's apportionment of Regional Surface Transportation Program funds for Commercial Street Phase 2 Street Improvement Project.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Nevada City held on the 25th day of May, 2022 by the following vote:

AYES: STRAWSER, FLEMING, FERNÁNDEZ, MINETT, PETERSEN

NOES:

ABSENT:

ABSTAIN:



Duane Strawser, Mayor

ATTEST:

~~Niel Locke, City Clerk~~
GABRIELUS CHRISTAKES
DEPUTY CITY CLERK

**STANDARD ASSURANCES BY CLAIMANT FORM
TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS**

Claimant: CITY OF NEVADA CITY (Agency Name)

Fiscal Year: 22/23 (Project Year)

Please initial all **applicable** paragraphs pursuant to which the claim(s) is being submitted.

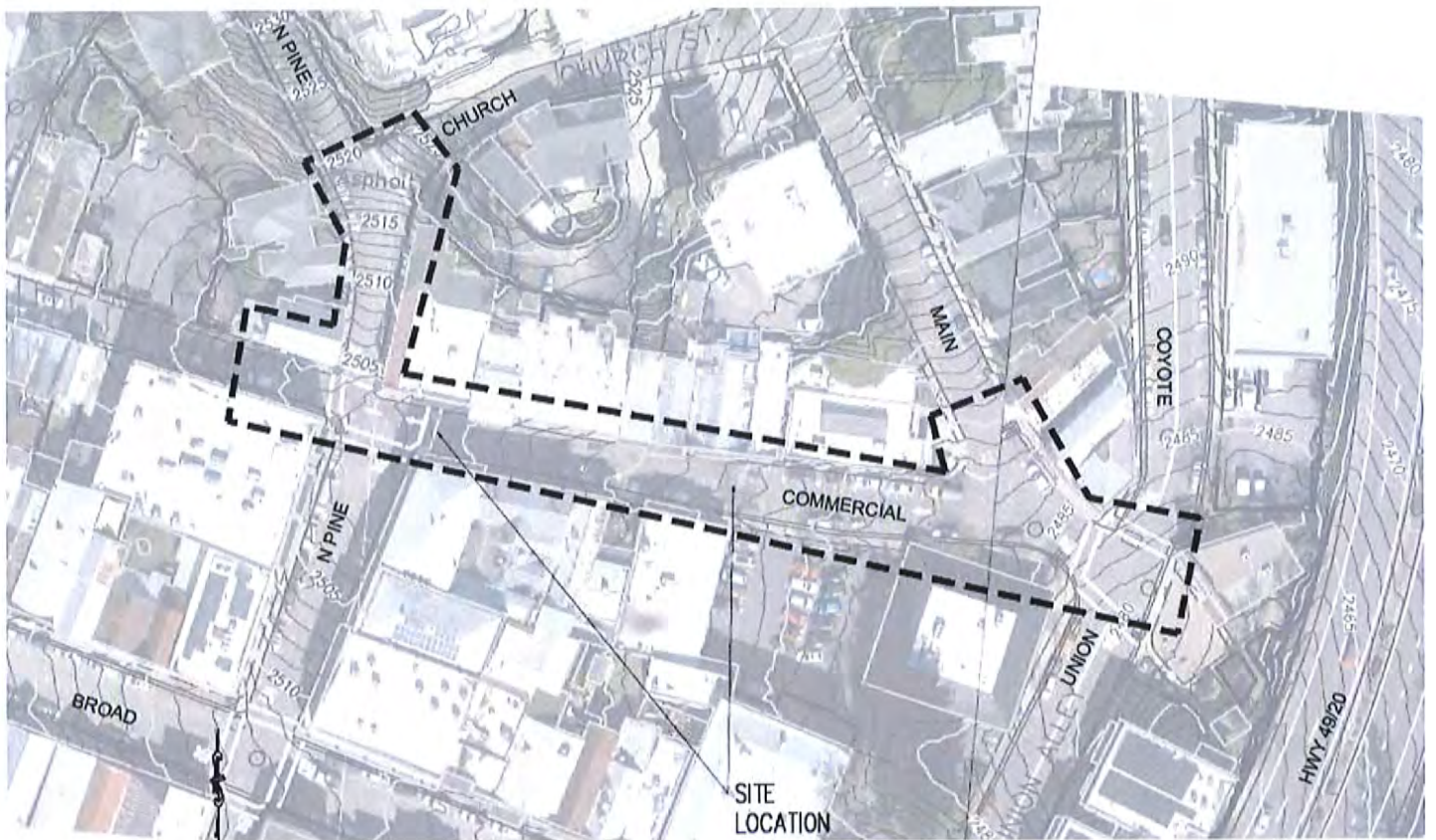
1. **STATE CONTROLLER'S ANNUAL REPORT** - Claimant certifies that it has submitted a State Controller's report in conformance with the Uniform System of Accounts and reports to the Commission and State Controller, pursuant to PUC 99243.5, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one). BM
2. **REVENUE RATIOS FOR OPERATORS IN NEVADA COUNTY** - Pursuant to PUC 99268.2, 99268.4, or 99268.5, claimant certifies that it will maintain for the project year a ratio of fare revenues to operating costs of 10 percent. _____
3. **EXTENSION OF SERVICE** - In the event the claimant receives an allocation of LTF funds for an extension of service pursuant to PUC 99268.8, the claimant certifies it will file a report of these services pursuant to PUC 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted. _____
4. **CALIFORNIA HIGHWAY PATROL (CHP) CERTIFICATION** - Claimant certifies compliance with Drivers Pull Notice Requirements of PUC 99251 and Vehicle Code 1808.1 (**include copy of CHP certification**). _____
5. **ANNUAL FISCAL AUDIT** - Claimant agrees to follow the annual fiscal audit process established by the Nevada County Transportation Commission. BM
6. **TRIENNIAL PERFORMANCE AUDIT** - Claimant agrees to make a reasonable effort to address all issues and recommendations made in the last Triennial Performance Audit. _____
7. **PRODUCTIVITY IMPROVEMENT PROGRAM** - Claimant agrees to make a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244. _____
8. **STATE TRANSIT ASSISTANCE FOR OPERATIONS** - Claimant receiving funds pursuant to PUC 99314.6 certifies that it meets one of the efficiency standards as described in PUC 99314.6a. _____
9. **STATE TRANSIT ASSISTANCE FOR OPERATION** - Claimant receiving funds pursuant to PUC 99314.5 certifies that it is not prohibited or limited from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. _____

Bryan McAlester
Authorizing Signature

BRYAN McALESTER CITY ENGINEER
Print Name and Title

7-11-22
Date

Commercial Street Phase 2 Street Improvement Project



LOCATION MAP
NTS

RESOLUTION NO. 2022-32

RESOLUTION APPROVING THE FY 22/23 SUBRECIPIENT AGREEMENT WITH NEVADA COUNTY TRANSPORTATION COMMISSION FOR TRANSPORTATION PLANNING AND AUTHORIZE THE MAYOR TO SIGN

WHEREAS, the City of Nevada City and the Nevada County Transportation Commission (NCTC) are each empowered by law to conduct, participate in and provide regional transportation planning activities and desire to cooperate in the exercise of those powers; and

WHEREAS, since 1994 the Nevada County Transportation Commission (NCTC) has had a "Memorandum of Understanding (MOU) Regarding Regional Transportation Planning" in place with its member agencies, the Cities of Grass Valley and Nevada City, the Town of Truckee, and Nevada County. The MOU provides that NCTC will adopt an annual work program after submitting the proposed work program to each party to the MOU for its review and comment. Each party acknowledges its approval of the projects contained in the proposed annual work program by adoption of a resolution.

WHEREAS, during 2015, Caltrans Division of Audits and Investigations conducted a "pre-award audit" of NCTC's management practices. Notwithstanding the MOU that is in place, the Caltrans auditor recommended that NCTC enter into contractual agreements with local agencies that perform work identified in the annual work program. In response to the Caltrans auditor's recommendation, NCTC's legal counsel has prepared the attached Subrecipient Agreement between the NCTC and the City of Nevada City.

NOW AND THEREFORE, BE IT RESOLVED the City Council hereby acknowledges its approval of the FY 22/23 Subrecipient Agreement with the Nevada County Transportation Commission for Transportation Planning and authorizes the Mayor to sign.

PASSED AND ADOPTED at a regular scheduled meeting of the City Council of the City of Nevada City held on the 25th day of May, 2022 by the following vote:

AYES: STRAWSER, FLEMING, FERNÁNDEZ, MINETT, PETERSEN

NOES:

ABSTAIN:

ABSENT:



Duane Strawser, Mayor

ATTEST:

~~Niel Locke, City Clerk~~
GABRIELLE CHRISTIANOS
DEPUTY CITY CLERK

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
SUSAN HOEK – Nevada County Board of Supervisors
ED SCOFIELD – Nevada County Board of Supervisors, Chair
JAY STRAUSS – Member-At-Large
DUANE STRAWSER – Nevada City City Council
JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 500.1

July 20, 2022

Bryan McAlister, P.E.
City Engineer for Nevada City
317 Broad Street
Nevada City, CA 95959

SUBJECT: FUNDING AGREEMENT #RSTPNevCty072022 BETWEEN NEVADA CITY AND THE NEVADA COUNTY TRANSPORTATION COMMISSION FOR FY 2022/23 REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDS

Dear Mr. McAlister:

This agreement, when countersigned, authorizes the Nevada County Transportation Commission (NCTC) to perform contract management and oversight of the RSTP exchange funds distributed to Nevada City, hereinafter referred to as “RSTP Exchange Recipient”.

The RSTP Exchange Recipient agrees to the following:

1. To use RSTP exchange funds for projects as authorized under Article XIX of the California State Constitution.
2. Establish a special account for the purpose of depositing therein all payments received from NCTC pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.
3. To return RSTP exchange funds to NCTC if the funds received are not used in accordance with the terms of this agreement.
4. Cost Principles
 - a. To comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - b. That (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements To State and Local Governments. Every subrecipient receiving funds as a contractor or subcontractor under this agreement shall comply with

Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- c. Repay any RSTP exchange fund expenditures for costs that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200. Any reimburse fund moneys are due within 30 days of demand, or within such other period as may be agreed in writing between the parties.

5. Third Party Contracting

- a. Shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed.
- b. Any subcontract or agreement entered into as a result of disbursing funds received pursuant to this agreement shall contain all of the fiscal provisions of this agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.
- c. In addition to the above, the pre-award requirements of third-party contractor/consultants should be consistent with Local Program Procedures as published by the California Department of Transportation.

6. Accounting System

- a. Shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system, including contractors and all subcontractors, shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

7. Right to Audit

- a. For the purpose of determining compliance with this agreement and other matters connected with the performance of contracts with third parties, the RSTP Exchange Recipient, contractors, and subcontractors shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds. The California Department of Transportation, the California State Auditor, or any duly authorized representative of State of California or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and shall be furnish copies thereof if requested.

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
 SUSAN HOEK – Nevada County Board of Supervisors
 ED SCOFIELD – Nevada County Board of Supervisors, Chair
 JAY STRAUSS – Member-At-Large
 DUANE STRAWSER – Nevada City City Council
 JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.1

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Local Participation Subrecipient Agreements with Nevada County, the Cities of Grass Valley and Nevada City, and the Town of Truckee, Resolution 22-27

DATE: July 20, 2022

RECOMMENDATION: Adopt Resolution 22-27 approving the Local Participation Subrecipient Agreements between Nevada County Transportation Commission and Nevada County, the Cities of Grass Valley and Nevada City, and the Town of Truckee.

BACKGROUND: NCTC is required to enter into contractual agreements with local agencies that perform work identified in the annual work program. NCTC's legal counsel has prepared the attached Subrecipient Agreements between NCTC and each of its member agencies. The agreements cover each member agency's participation in the regional transportation planning process. Nevada County's agreement also includes the collection of traffic counts.

attachments

**RESOLUTION 22-27
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF LOCAL PARTICIPATION SUBRECIPIENT AGREEMENTS BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION AND NEVADA COUNTY, THE CITIES OF GRASS VALLEY AND NEVADA CITY, AND THE TOWN OF TRUCKEE

WHEREAS, the Nevada County Transportation Commission (NCTC), through the adoption of Resolution 22-16 approved the FY 2022/23 Overall Work Program (OWP); and

WHEREAS, the OWP includes funding for the participation of Nevada County, the Cities of Grass Valley and Nevada City, and the Town of Truckee in the regional transportation planning process; and

WHEREAS, Nevada County's agreement includes the collection of traffic counts.

NOW, THEREFORE, BE IT RESOLVED, that the NCTC Chair is hereby authorized to execute the Subrecipient Agreements between NCTC and Nevada County in the amount of \$17,500, and the Cities of Grass Valley and Nevada City, and the Town of Truckee in the amount of \$7,500 each, contingent upon receipt of the fully executed agreement.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

**FY 2022/23 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
NEVADA COUNTY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION PLANNING
PROCESS DURING FISCAL YEAR 2022/23

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2022**, by and between **NEVADA COUNTY** (“Subrecipient”), and the **NEVADA COUNTY TRANSPORTATION COMMISSION** (“NCTC”), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds administered through the California Department of Transportation (“Caltrans”), to implement and support regional transportation planning activities; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure, consistent with NCTC’s adopted Overall Work Program, and to participate in the regional planning process; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of NCTC’s reimbursement to Subrecipient for Subrecipient’s services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work:** Subrecipient will participate in the activities identified in “Exhibit A”, attached hereto and incorporated herein by this reference (hereinafter “Project”). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11 and is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
2. **Time of Performance:**
 - a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient’s Project Manager will provide an immediate written request for

- approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.
- b. All work will be completed and this Agreement will expire on **June 30, 2023** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. Compliance with Laws: Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
 4. Funding Amount: Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to **Seventeen Thousand Five Hundred Dollars (\$17,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$17,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
 5. Reporting and Payment:
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

- e. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
 - f. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local, and Indian Tribal Governments”; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
 - g. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(e) through 5(g) above.
6. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.
7. Termination:
- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
 - b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15.

NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).

8. Assignment: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
11. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
12. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
 - a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
13. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
14. Audit, Retention and Inspection of Records:
 - a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
15. Project Managers: NCTC’s Project Manager for this Agreement is **Mike Woodman**, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC’s Project Manager at the following address:

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959
Telephone: (530) 265-3202

Subrecipient's Project Manager for this Agreement is **Trisha Tillotson**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Trisha Tillotson, Director of Public Works
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, California 95959
Telephone: (530) 265-7059

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
18. Litigation: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of

age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the NCTC DBE Information Form so that NCTC may compile statistics for federal reporting purposes. The NCTC DBE Information Form is attached hereto as “Exhibit B” and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient 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 NCTC deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient's Project Manager written documentation indicating the DBE's existing certification status.
 - f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
 - g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
26. Non-Liability of NCTC: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
 27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
 28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
 29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
 30. Integration: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
37. Ambiguities: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 Fed. Reg. 55670 - 55671, September 14, 2010].
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and

176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

for the Project before the end of its useful life Subrecipient may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS
OF THE DATE FIRST APPEARING ABOVE:

NEVADA COUNTY

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ED SCOFIELD
CHAIR

APPROVED AS TO FORM:

SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2022/23

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$17,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Utilize techniques that assist in community-based development of innovative regional transportation and land use alternatives to improve community livability, long-term economic stability and sustainable development.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in the review and update of the multiyear congestion mitigation air quality (CMAQ) project listing.		T	T	T	T	T	T	T	T	T	T	T	T
Review and comment on performance-based regional transportation plan documents and reports.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in planning and development of capital improvement programs that will be integrated into the Regional Transportation Improvement Program.		T	T	T	T	T	T	T	T	T	T	T	T
Use partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system.		T	T	T	T	T	T	T	T	T	T	T	T
Conduct planning activities (including corridor studies, and other transportation planning studies) to identify and develop candidate projects for the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).		T	T	T	T	T	T	T	T	T	T	T	T
Preserve existing transportation facilities, planning ways to meet transportation needs by using existing transportation facilities more efficiently, with owners and operators of transportation facilities/systems working together to develop operational objectives and plans which maximize utilization of existing facilities.		T	T	T	T	T	T	T	T	T	T	T	T
TOTAL BUDGET	\$17,500												

T = Month when activity may occur

**FY 2022/23 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF GRASS VALLEY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION
PLANNING PROCESS DURING FISCAL YEAR 2022/23

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2022**, by and between the **CITY OF GRASS VALLEY** (“Subrecipient”), and the **NEVADA COUNTY TRANSPORTATION COMMISSION** (“NCTC”), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds administered through the California Department of Transportation (“Caltrans”), to implement and support regional transportation planning activities; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure, consistent with NCTC’s adopted Overall Work Program, and to participate in the regional planning process; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of NCTC’s reimbursement to Subrecipient for Subrecipient’s services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work:** Subrecipient will participate in the activities identified in “Exhibit A”, attached hereto and incorporated herein by this reference (hereinafter “Project”). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11 and is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
2. **Time of Performance:**
 - a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient’s Project Manager will provide an immediate written request for

approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **June 30, 2023** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. Compliance with Laws: Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
4. Funding Amount: Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to exceed **Seven Thousand Five Hundred Dollars (\$7,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$7,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
5. Reporting and Payment:
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

- e. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
 - f. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local, and Indian Tribal Governments”; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
 - g. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(e) through 5(g) above.
6. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.
7. Termination:
- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
 - b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15.

NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).

8. Assignment: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
11. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
12. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
 - a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
13. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
14. Audit, Retention and Inspection of Records:
 - a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
15. Project Managers: NCTC’s Project Manager for this Agreement is **Mike Woodman**, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC’s Project Manager at the following address:

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959
Telephone: (530) 265-3202

Subrecipient's Project Manager for this Agreement is **Biorn Jones**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Bjorn Jones, City Engineer
City of Grass Valley
125 E. Main Street
Grass Valley, California 95945
Telephone: (530) 274-4353

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
18. Litigation: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of

age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the NCTC DBE Information Form so that NCTC may compile statistics for federal reporting purposes. The NCTC DBE Information Form is attached hereto as “Exhibit B” and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient 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 NCTC deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient's Project Manager written documentation indicating the DBE's existing certification status.
 - f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
 - g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
26. Non-Liability of NCTC: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
 27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
 28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
 29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
 30. Integration: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
37. Ambiguities: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 Fed. Reg. 55670 - 55671, September 14, 2010].
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and

176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

for the Project before the end of its useful life Subrecipient may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

CITY OF GRASS VALLEY

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ED SCOFIELD
CHAIR

APPROVED AS TO FORM:

SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2022/23

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$7,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Utilize techniques that assist in community-based development of innovative regional transportation and land use alternatives to improve community livability, long-term economic stability and sustainable development.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in the review and update of the multiyear Congestion Mitigation Air Quality (CMAQ) project listing.		T	T	T	T	T	T	T	T	T	T	T	T
Review and comment on performance-based regional transportation plan documents and reports.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in planning and development of capital improvement programs that will be integrated into the Regional Transportation Improvement Program.		T	T	T	T	T	T	T	T	T	T	T	T
Use partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system.		T	T	T	T	T	T	T	T	T	T	T	T
Conduct planning activities (including corridor studies, and other transportation planning studies) to identify and develop candidate projects for the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).		T	T	T	T	T	T	T	T	T	T	T	T
Preserve existing transportation facilities, planning ways to meet transportation needs by using existing transportation facilities more efficiently, with owners and operators of transportation facilities/systems working together to develop operational objectives and plans which maximize utilization of existing facilities.		T	T	T	T	T	T	T	T	T	T	T	T
TOTAL BUDGET	\$7,500												

T = Month when activity may occur

**FY 2022/23 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF NEVADA CITY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION
PLANNING PROCESS DURING FISCAL YEAR 2022/23

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2022**, by and between the **CITY OF NEVADA CITY** (“Subrecipient”), and the **NEVADA COUNTY TRANSPORTATION COMMISSION** (“NCTC”), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds administered through the California Department of Transportation (“Caltrans”), to implement and support regional transportation planning activities; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure, consistent with NCTC’s adopted Overall Work Program, and to participate in the regional planning process; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of NCTC’s reimbursement to Subrecipient for Subrecipient’s services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work:** Subrecipient will participate in the activities identified in “Exhibit A”, attached hereto and incorporated herein by this reference (hereinafter “Project”). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11 and is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
2. **Time of Performance:**
 - a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient’s Project Manager will provide an immediate written request for

- approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.
- b. All work will be completed and this Agreement will expire on **June 30, 2023** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. Compliance with Laws: Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
 4. Funding Amount: Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to exceed **Seven Thousand Five Hundred Dollars (\$7,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$7,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
 5. Reporting and Payment:
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

- e. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
 - f. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local, and Indian Tribal Governments”; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
 - g. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(e) through 5(g) above.
6. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.
7. Termination:
- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
 - b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15.

NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).

8. Assignment: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
11. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
12. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
 - a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
13. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
14. Audit, Retention and Inspection of Records:
 - a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
15. Project Managers: NCTC’s Project Manager for this Agreement is **Mike Woodman**, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC’s Project Manager at the following address:

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959
Telephone: (530) 265-3202

Subrecipient's Project Manager for this Agreement is **Bryan McAlister**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Bryan McAlister, City Engineer
City of Nevada City
317 W. Broad Street
Nevada City, California 95959
Telephone: (530) 265-2496

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
18. Litigation: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of

age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the NCTC DBE Information Form so that NCTC may compile statistics for federal reporting purposes. The NCTC DBE Information Form is attached hereto as “Exhibit B” and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient 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 NCTC deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
- (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient's Project Manager written documentation indicating the DBE's existing certification status.
 - f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
 - g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
26. Non-Liability of NCTC: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
 27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
 28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
 29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
 30. Integration: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
37. Ambiguities: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 Fed. Reg. 55670 - 55671, September 14, 2010].
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and

176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

for the Project before the end of its useful life Subrecipient may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

CITY OF NEVADA CITY

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ED SCOFIELD
CHAIR

APPROVED AS TO FORM:

SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2022/23

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$7,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Utilize techniques that assist in community-based development of innovative regional transportation and land use alternatives to improve community livability, long-term economic stability and sustainable development.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in the review and update of the multiyear Congestion Mitigation Air Quality (CMAQ) project listing.		T	T	T	T	T	T	T	T	T	T	T	T
Review and comment on performance-based regional transportation plan documents and reports.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in planning and development of capital improvement programs that will be integrated into the Regional Transportation Improvement Program.		T	T	T	T	T	T	T	T	T	T	T	T
Use partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system.		T	T	T	T	T	T	T	T	T	T	T	T
Conduct planning activities (including corridor studies, and other transportation planning studies) to identify and develop candidate projects for the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).		T	T	T	T	T	T	T	T	T	T	T	T
Preserve existing transportation facilities, planning ways to meet transportation needs by using existing transportation facilities more efficiently, with owners and operators of transportation facilities/systems working together to develop operational objectives and plans which maximize utilization of existing facilities.		T	T	T	T	T	T	T	T	T	T	T	T
TOTAL BUDGET	\$7,500												

T = Month when activity may occur

**FY 2022/23 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
THE TOWN OF TRUCKEE**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION
PLANNING PROCESS DURING FISCAL YEAR 2022/23

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2022**, by and between the **TOWN OF TRUCKEE** (“Subrecipient”), and the **NEVADA COUNTY TRANSPORTATION COMMISSION** (“NCTC”), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds administered through the California Department of Transportation (“Caltrans”), to implement and support regional transportation planning activities; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure, consistent with NCTC’s adopted Overall Work Program, and to participate in the regional planning process; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of NCTC’s reimbursement to Subrecipient for Subrecipient’s services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work:** Subrecipient will participate in the activities identified in “Exhibit A”, attached hereto and incorporated herein by this reference (hereinafter “Project”). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11 and is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
2. **Time of Performance:**
 - a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient’s Project Manager will provide an immediate written request for

approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **June 30, 2023** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. Compliance with Laws: Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
4. Funding Amount: Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to **Seven Thousand Five Hundred Dollars (\$7,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$7,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
5. Reporting and Payment:
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

- e. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
 - f. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local, and Indian Tribal Governments”; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
 - g. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(e) through 5(g) above.
6. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.
7. Termination:
- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
 - b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15.

NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).

8. Assignment: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
11. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
12. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
 - a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
13. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
14. Audit, Retention and Inspection of Records:
 - a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
15. Project Managers: NCTC’s Project Manager for this Agreement is **Mike Woodman**, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC’s Project Manager at the following address:

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959
Telephone: (530) 265-3202

Subrecipient's Project Manager for this Agreement is **Becky Bucar**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Becky Bucar, Engineering Manager
Town of Truckee
10183 Truckee Airport Road
Truckee, California 96161
Telephone: (530) 582-2932

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
18. Litigation: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of

age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the NCTC DBE Information Form so that NCTC may compile statistics for federal reporting purposes. The NCTC DBE Information Form is attached hereto as “Exhibit B” and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient 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 NCTC deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient's Project Manager written documentation indicating the DBE's existing certification status.
 - f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
 - g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
26. Non-Liability of NCTC: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
 27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
 28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
 29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
 30. Integration: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
37. Ambiguities: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 Fed. Reg. 55670 - 55671, September 14, 2010].
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and

176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

for the Project before the end of its useful life Subrecipient may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS
OF THE DATE FIRST APPEARING ABOVE:

TOWN OF TRUCKEE

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ED SCOFIELD
CHAIR

APPROVED AS TO FORM:

SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2022/23

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$7,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in transportation demand management/VMT reducing activities													
Participate in intermodal transportation planning activities													
Utilize techniques that assist in community-based development of innovative regional transportation and land use alternatives to improve community livability, long-term economic stability and sustainable development.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in the review and update of the multiyear Congestion Mitigation Air Quality (CMAQ) project listing.		T	T	T	T	T	T	T	T	T	T	T	T
Review and comment on performance-based regional transportation plan documents and reports.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in planning and development of capital improvement programs that will be integrated into the Regional Transportation Improvement Program.		T	T	T	T	T	T	T	T	T	T	T	T
Use partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system.		T	T	T	T	T	T	T	T	T	T	T	T
Conduct planning activities (including corridor studies, and other transportation planning studies) to identify and develop candidate projects for the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).		T	T	T	T	T	T	T	T	T	T	T	T
Preserve existing transportation facilities, planning ways to meet transportation needs by using existing transportation facilities more efficiently, with owners and operators of transportation facilities/systems working together to develop operational objectives and plans which maximize utilization of existing facilities.		T	T	T	T	T	T	T	T	T	T	T	T
TOTAL BUDGET	\$7,500												

T = Month when activity may occur

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
 SUSAN HOEK – Nevada County Board of Supervisors
 ED SCOFIELD – Nevada County Board of Supervisors, Chair
 JAY STRAUSS – Member-At-Large
 DUANE STRAWSER – Nevada City City Council
 JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1210.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Professional Services Agreement to Update the Nevada County Regional Transportation Plan, Resolution 22-28

DATE: July 20, 2022

RECOMMENDATION: Adopt Resolution 22-28 authorizing the Chair to execute an agreement with DKS Associates to update the Nevada County Regional Transportation Plan (RTP), with an amount not to exceed \$144,997.82.

BACKGROUND: The 2015 Regional Transportation Plan Update included the performance-based approach to bring a more systematic method of using information on transportation system performance (past, present, and anticipated future) in order to develop investment priorities. This performance-based approach provides a clearer focus for transportation agencies to ensure resources are used effectively and transparently to achieve desired regional, state, and national goals.

A key focus of the Nevada County Regional Transportation Plan update is to analyze progress towards achieving previous performance measures. The update is also intended to create a better alignment with state transportation policy guidance such as the Caltrans' California Transportation Plan 2050 and the California State Transportation Agency's Climate Action Plan for Transportation Infrastructure (CAPTI).

Funding for this project is included in Work Element 2.1.1 in the FY 2022/23 Overall Work Program, with a budget amount of \$144,997.82 for consultant work spread over two years.

On April 26, 2022, NCTC staff issued a Request for Proposals for the project. The consulting firm DKS Associates was selected to update the Regional Transportation Plan.

The enclosed agreement, in accordance with Section V, Item A, of NCTC's Administrative Operating Procedures, is being presented to the NCTC for consideration and approval.

attachments

**RESOLUTION 22-28
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
PROFESSIONAL SERVICES AGREEMENT WITH DKS ASSOCIATES TO UPDATE THE
NEVADA COUNTY REGIONAL TRANSPORTATION PLAN

WHEREAS, funding for this project has been included in the FY 2022/23 Overall Work Program;
and

WHEREAS, DKS Associates was selected to update the Nevada County Regional Transportation
Plan at an amount not to exceed \$144,997.82; and

WHEREAS, in accordance with NCTC's Administrative Operating Procedures, Section V, Item A,
requires that a contract that exceeds \$10,000 be presented to NCTC for review and approval.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission
authorizes the Chair to execute the agreement between NCTC and (to be determined) to update the
Nevada County Regional Transportation Plan.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022 by
the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chairman
Nevada County Transportation Commission

Attest: _____
Dayle D. Sayles
Administrative Services Officer

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
DKS ASSOCIATES
TO UPDATE THE
NEVADA COUNTY REGIONAL TRANSPORTATION PLAN

This Agreement by and between the Nevada County Transportation Commission (hereinafter referred to as “NCTC”), and DKS Associates, (hereinafter referred to as “Consultant”), in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties do hereby agree as follows:

1. **Purpose and Scope:** The purpose of this Agreement is to provide a contract for professional services to update the Nevada County Regional Transportation Plan. Consultant will provide services as set forth in Exhibit “A” NCTC’s “Request for Proposal to Update the Nevada County Regional Transportation Plan” and Exhibit “B” Consultant’s proposal entitled, “Proposal to Update the Nevada County Regional Transportation Plan.” In the event of a conflict between Exhibit “A” and Exhibit “B,” Exhibit “A” shall control.
2. **Engagement of Consultant:** NCTC hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services required to complete the project. The services of Consultant are described in Exhibit “A” and Exhibit “B” which are herein incorporated as part of the Agreement.
3. **Scope of Services:** Consultant shall do, perform, and carry out the services as set forth in Exhibit “A” and Exhibit “B” in accordance with this Agreement. No changes to Exhibit “A” and Exhibit “B” or to this Agreement shall be made without the written agreement of all parties hereto. In the event of a conflict between Exhibit “A” and Exhibit “B,” Exhibit “A” shall control.

Consultant must provide ten (10) bound copies and an electronic version in PDF format on USB flash drive of the draft report to NCTC staff for review and comment prior to finalization. Once changes or considerations are fully addressed, Consultant must deliver fifteen (15) bound copies, one reproducible unbound original, and an electronic version in PDF format on USB flash drive of the final report to NCTC.

4. **Data to be Furnished to Consultant:** All information, data, reports, records and maps as are existing, available, and necessary for the carrying out of the project shall be furnished to Consultant without charge by NCTC, and NCTC shall cooperate with Consultant in every way possible during all phases of the project. All data, including survey documents, prepared or developed or assembled under this Agreement shall be the property of NCTC.
5. **Personnel:** Consultant represents that it has, or will obtain at its own expense, all personnel and/or subcontractors required in performing the services under this Agreement. Such personnel shall not be employees of NCTC.

6. **Standard of Quality:** All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
7. **Project Representative:** Consultant and NCTC shall each designate a project representative who shall be responsible for coordinating the efforts of the respective party with regard to the performance of the work as set forth under this Agreement. The project representative for NCTC shall be Kena Sannar. The project representative for consultant shall be Jim Damkowitch. Consultant's project representative may only be changed upon prior written approval by NCTC.
8. **Subcontracting:**
 - a. Nothing contained in this Agreement or otherwise shall create any contractual relation between NCTC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant shall supervise all of its personnel and be responsible for the work of all subcontractors selected for this project. Consultant's obligation to pay its subconsultant(s) is an independent obligation from NCTC's obligation to make payments to the Consultant.
 - b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by NCTC's Project Representative, except that which is expressly identified in the approved Cost Proposal.
 - c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by NCTC.
 - d. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
 - e. Any substitution of subconsultant(s) must be approved in writing by NCTC's Contract Administrator prior to the start of work by the subconsultant(s).
9. **Time of Performance:**
 - a. This Agreement shall go into effect on July 20, 2022, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC'S Contract Administrator or Project Administrator. The contract shall end on December 31, 2023, unless extended by written contract amendment, pursuant to NCTC's Administrative Operating Procedures.
 - b. Consultant is advised that any recommendation for contract award is not binding on NCTC until the contract is fully executed and approved by NCTC.
 - c. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

10. **Compensation:** NCTC shall pay Consultant as compensation in full for all services performed by Consultant pursuant to this Agreement, a total sum not to exceed \$144,997.82. Consultant will not perform work, nor be required to perform work, outside those services specified in this Agreement which would result in billings in excess of \$144,997.82. without the prior written agreement of both parties.
- a. Allowable Costs and Payments: Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's Cost Proposal and documented in **Exhibit 10-H1 Cost Proposal**. The specified hourly rates shall include direct labor costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.
- (1) In addition, Consultant will be reimbursed for incurred (actual) direct costs other than labor costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order/Scope of Work.
 - (2) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
 - (3) When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from NCTC's Project Representative before exceeding such estimate.
 - (4) Progress payments for each Task Order/Scope of Work will be made monthly in arrears based on services provided and actual costs incurred.
 - (5) Consultant shall not commence performance of work or services until this Agreement has been approved by NCTC, and notification to proceed has been issued by NCTC's Project Representative. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
 - (6) Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by NCTC's Project Representative of itemized invoices. Invoices itemizing all costs are required for all work performed under each Task Order/Scope of Work. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall include a written report of the work performed. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the contract number **WE121072022** and the finalized project title. Credits due to NCTC that include any equipment purchased under the provisions of Section 45 of this Agreement, must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to NCTC's Project Representative at the address provided in Exhibit A.
 - (7) The period of performance for Task Orders/Scope of Work shall be in accordance with dates specified in the Task Orders/Scope of Work. No Task Order/Scope of Work will be written which extends beyond the expiration date of this Agreement.

- (8) The total amount payable by NCTC shall not exceed the amount agreed to in Section 10 above, unless authorized by written amendment.
- (9) If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in the Scope of Work, no payment will be made until the deliverable has been satisfactorily completed.
- (10) Task Orders may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement.
- (11) All subcontracts in excess of \$25,000 shall contain the above provisions.

b. Cost Principles and Administrative Requirements:

- (1) Consultant agrees that the contract cost principles and procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.
- (2) Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 2 CFR Part 225.
- (3) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., 23 CFR, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 225, or any other applicable State or Federal Regulations, are subject to repayment by Consultant to NCTC.
- (4) Transportation and subsistence expenses shall not exceed rates authorized to be paid non-state employees under current State Department of Personnel Administration rules, unless written verification is supplied that government hotel rates are not commercially available to Consultant and/or its subcontractors at the time and location required as specified in the California Department of Transportation’s Travel Guide Exception Process at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>.
- (5) Consultant and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates the costs of work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures. Consultant shall also provide NCTC with **Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System**.

- (6) Contractors and subcontractors shall comply with: 23 CFR; Caltrans' Local Assistance Procedures Manual (LAPM) (<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>); Caltrans' Local Assistance Programs Guidelines (LAPG) (<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>); California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.
 - (7) All subcontracts in excess of \$25,000 shall contain the above provisions.
11. **Method of Payment:** Consultant shall bill NCTC for time and materials for services performed under this Agreement on a monthly basis. Payment by NCTC to Consultant shall be made within 30 days after receipt of Consultant's invoice and acceptance of the work to date. NCTC shall withhold ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by NCTC of all final products. Consultant or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by NCTC. Any delay or postponement of payment may take place only for good cause and with NCTC's prior written approval. Any violation of these provisions shall subject the violating Consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. Consultant is expected to receive payment by electronic deposit.
12. **Termination of Agreement:** NCTC reserves the right to terminate this contract upon ten (10) days written notice to Consultant, with or without cause, with the reasons for termination stated in the notice.
 - a. NCTC may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, NCTC may proceed with the work in any manner deemed proper by NCTC. If NCTC terminates this Agreement with Consultant, NCTC shall pay Consultant the sum that was due to the Consultant under this Agreement prior to termination, unless the cost of completion to NCTC exceeds the funds remaining in the Agreement, in which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
 - b. The maximum amount for which NCTC shall be liable if this Agreement is terminated is \$144,997.82.
 - c. In the event of termination by either party, all data shall become the property of NCTC subject to the provisions of Section 32.

13. **Interest of Members of NCTC and Others:** No officer, member, or employee of NCTC and no member of the governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. In addition, Consultant shall notify NCTC of any such direct or indirect personal or pecuniary interest prior to entering into this Agreement, or if discovered after execution of the Agreement, immediately upon learning of such interest.
14. **Assignability:** Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of NCTC thereto; provided, however, that claims for money due or to become due to Consultant from NCTC under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval provided there is no dispute as to the amount of funds due to Consultant. Notice of any such assignment or transfer shall be furnished promptly to NCTC.
15. **Rebates, Kickbacks, or Other Unlawful Consideration:** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right (in its discretion) to: terminate the contract without liability to pay only for the value of the work actually performed; deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, NCTC shall have the right (in its discretion) to: terminate the contract without liability to pay only for the value of the work actually performed; deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
16. **Findings Confidential:** Any reports, information, data, etc. given to, prepared by, or assembled by Consultant shall be held as confidential, and shall not be made available to any individual or organization by Consultant without the prior written approval of NCTC.
17. **Copyright:** No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.
18. **Availability of Records/Audit Review Procedures:** Consultant shall document the results of the work to the satisfaction of NCTC, and if applicable, the State and U.S. Department of Transportation (DOT). Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

- a. Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Consultant, subconsultants, and NCTC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.
 - (1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, NCTC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants' (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
 - (2) Subcontracts in excess of \$25,000 shall contain this provision.
 - b. Audit Review Procedures:
 - (1) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by NCTC's Executive Director.
 - (2) Not later than 30 days after issuance of the final audit report, Consultant may request a review by NCTC's Executive Director of unresolved audit issues. The request for review will be submitted in writing.
 - (3) Neither the pendency of a dispute nor its consideration by NCTC will excuse Consultant from full and timely performance, in accordance with the terms of this contract.
19. **Compliance with Applicable Laws:** Consultant agrees to conduct and execute the project in compliance with all applicable local, state and federal laws, codes, ordinances, regulations, orders, and decrees. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. Consultant shall keep itself fully informed of and shall observe and comply with and shall cause any and all persons, firms, or corporations employed by it or under it to observe and comply with all state and national laws and county and municipal ordinances, regulations, orders and decrees which in any manner affect those engaged or employed in the services described by this Agreement or the material used or which in any way affect the conduct of the work.

Consultant warrants and represents to NCTC that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of

such licenses, permits, insurance and approvals upon request by NCTC. NCTC is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

20. **Insurance:** Consultant shall maintain, at Consultant's own expense during the term hereof, insurance with respect to Consultant's business, the premises and all activities or services in the performance of this Agreement, of the types and in the minimum amounts described generally as follows:
- a. Full Workers' Compensation covering all employees of Consultant as required by law in the State of California, and Employers' Liability Coverage of \$1,000,000. Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this contract. Copies of the certificates evidencing such insurance shall be provided to NCTC upon request.
 - b. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of \$1,000,000 combined single limit per occurrence, including, but not limited to, endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability. If Comprehensive Liability Insurance or other form has a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - c. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, leased, and non-owned vehicles used in connection with Consultant's business of \$1,000,000 combined single limit per occurrence.
 - d. Throughout the duration of the project, Consultant shall carry professional liability insurance in a standard form, including Errors and Omission coverage, with a company approved by NCTC. Said insurance shall be written with limits of \$500,000 for each incident and \$1,000,000 in the aggregate. NCTC may waive this Section "d" at its discretion, in the event such insurance is not available for the type of service being provided by Consultant.
 - e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by NCTC.
 - f. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects to NCTC, its directors, officers, employees and agents. Any insurance or self-insurance maintained by NCTC, or its directors, officers, employees or agents shall be in excess of Consultant's insurance and shall not contribute to it.

- (2) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by NCTC.
- h. Certificate of Insurance and Additional Insured Requirement: **Consultant shall furnish to NCTC original Certificates of Insurance** on a standard ACORD form, or other form acceptable to NCTC, substantiating the required coverages and limits set forth above and also containing the following statement with respect to the General Liability policy: "Nevada County Transportation Commission and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- i. Certified Copies of Policies: Upon request by NCTC, Consultant shall immediately furnish a complete copy of the Comprehensive Public Liability or Comprehensive Liability policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- j. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude NCTC from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.
- k. Notice: Consultant agrees that none of the required coverages set forth in this Section 20 shall be suspended, voided, canceled, terminated, or reduced in coverage or limits, without thirty (30) days' prior written notice to NCTC by certified mail, return receipt requested.
21. **Indemnification**: Consultant agrees to indemnify, fund the defense of, and hold harmless, NCTC and its directors, officers, agents, and employees (the "Indemnitees") from and against any and all actions, suits, claims, demands, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, to the extent arising out of, pertaining to, relating to, or in any way connected with the negligent performance of this Agreement, however caused, regardless of any negligent act of an Indemnitee, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of an Indemnitee. Consultant shall pay all costs that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.
22. **Governing Law and Choice of Forum**: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Nevada County.
23. **Prevailing Party**: Should any dispute arise hereunder, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

24. **Conflict of Interest:**

- a. Consultant shall disclose any financial, business, or other relationship with NCTC that may have an impact upon the outcome of this Agreement, or any ensuing NCTC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any project, which will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- c. Consultant shall immediately notify NCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

25. **Political Reform Act Compliance:** Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are “consultants” under the Political Reform Act (the “Act”) (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be “consultants” under the Act by NCTC, as provided for in the Conflict of Interest Code for NCTC, shall promptly file economic disclosure statements for the disclosure categories determined by NCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

26. **Independent Contractor:** In performing services under this Agreement, Consultant is and shall act as an independent contractor and not an employee, representative, or agent of NCTC. Consultant shall have control of its work and the manner in which it is performed. Consultant expressly warrants that neither Consultant nor any of Consultant’s employees or agents shall represent themselves to be employees or agents of NCTC.

27. **National Labor Relations Board Certification:** Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant’s failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

28. **Americans with Disabilities Act (ADA) of 1990:** By signing this Agreement, Consultant assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to, those found within the Code of Federal Regulations, Title 49, Parts 27, 37, and 38.

29. **Equal Employment Opportunity/Title VI Compliance:** Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, the provisions contained in 49 CFR Part 21 through Appendix C, 23 CFR Part 200, 23 CFR Part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794.

- a. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulation (41 CFR Part 60), and any other applicable federal and state laws and regulations relating to equal employment opportunity, including the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Consultant shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and 49 CFR Part 27 regarding discrimination against individuals with disabilities.
- e. Solicitations for Subcontractors, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the statutes and regulations relative to nondiscrimination set forth herein.
- f. Information and Reports: Consultant shall provide all information and reports required by applicable federal and state laws and regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such laws and regulations, orders and instructions, including but not limited to permitting access to all records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency designated to investigate compliance with this section. Where any information is required of

Consultant which is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to NCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- g. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to Consultant under the Agreement until Consultant complies, and/or,
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
 - h. Incorporation of Provisions: Consultant shall include the provision of this Section 29 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract of procurement as NCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request that NCTC enter into such litigation to protect the interests of NCTC. In addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
30. **Drug-Free Certification:** By signing this Agreement, Consultant hereby certifies, under penalty of perjury under the laws of the State of California, Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee of Consultant who works under this Agreement shall:
 - (1) Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

31. **Union Organizing:** By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Consultant will not meet with employees or supervisors on NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

32. **Ownership of Documents:** Original document, methodological explanations, computer programs, drawings, designs and reports generated by this Agreement shall belong to and become the property of NCTC. Consultant is not liable for changes made by others or any use beyond the scope of this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of NCTC.

It is understood that in addition to NCTC, state and federal funding agencies shall have the right to reproduce, publish, or otherwise use, and authorize others to use, the information developed from federally reimbursed projects.

33. **Campaign Contribution Disclosure:** Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the **Levine Act Disclosure Statement** attached hereto as **Exhibit C**.

34. **Entire Agreement and Amendment:** This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreement arrangements, or understandings, oral or written, between the parties relating to the subject matter contained in this Agreement, which are not fully expressed herein.

The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon written consent of all parties to this Agreement. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by NCTC.

35. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest

extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

36. **Headings:** The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
37. **Authority:** Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
38. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
39. **Necessary Acts:** Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
40. **Disadvantaged Business Enterprise:** It is the policy of NCTC that Disadvantaged Business Enterprises (DBE), as defined in Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

Exhibit 10-O1 Consultant Proposal DBE Commitment and Exhibit 10-O2 Consultant Contract DBE Commitment are attached to the Agreement. The purpose of these forms is to provide information regarding DBE participation and to reference them as necessary forms to collect data required under 49 CFR 26. Even if no DBE participation will be reported, Consultant agrees to complete and sign the forms and return them with the executed Agreement.

- a. **Non-discrimination:** "The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate." Each subcontract signed by the Consultant in the performance of this Agreement must include an assurance that the Consultant and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.

b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:

- (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Consultant. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Consultant. This clause applies to both DBE and non-DBE subcontracts.
- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 Consultant. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Consultant agency. If Consultant makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Consultant shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Consultant agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: The Consultant shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, with submittal of the final invoice, the Consultant agrees to complete **Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors** (attached) whether or not DBE participation is obtained. A summary of the DBE records shall be prepared, certified correct, and submitted on the form. The Consultant is to show total dollars paid to each DBE subcontractor and supplier.

- d. Termination of a DBE: In conformance with Federal DBE regulation Section 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, the Consultant shall not:
- (1) Terminate for convenience a listed DBE subcontractor and then perform that work with its own forces (personnel), or those of an affiliate, unless the Consultant has received prior written authorization from the project representative of NCTC to perform the work with other forces (other than the Consultant's own personnel) or to obtain materials from other sources; and
 - (2) If a DBE subcontractor is terminated or fails to complete its work for any reason, the Consultant shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - (3) Noncompliance by the Consultant with the requirements of this paragraph is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as NCTC deems appropriate.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Consultant in writing with the date of certification. The Consultant shall then provide to the project representative of NCTC written documentation indicating the DBE's existing certification status.

Any subcontract entered into as a result of the Agreement shall contain all of the provisions of this section.

41. **Debarment, Suspension, and Other Responsibilities:** Consultant certifies and warrants that neither Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:
- a. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency.
 - b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.

- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

Consultant further certifies that it shall not knowingly enter into any transaction with any subconsultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

42. **Non-lobbying Certification:** Consultant certifies, to the best of his or her knowledge and belief, that:

- a. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit **Exhibit 10-Q Disclosure of Lobbying Activities** (attached) in accordance with its instructions.
- c. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement, imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
- d. Consultant also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

43. **Clean Air Act:** Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Consultant agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

44. **Disputes:** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of NCTC's Executive Director and Chairperson, who may consider written or verbal information submitted by Consultant. Not later than 30 days after completion of all work under the contract, Consultant may request review by NCTC's Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Any dispute concerning a question of fact arising under an audit of this Agreement shall be reviewed by NCTC's Executive Director. Not later than 30 days after issuance of the final audit report, Consultant may submit a written request for review by the Executive Director of unresolved audit issues.

Neither the pendency of a dispute, nor its consideration by the committee or Executive Director, will excuse Consultant from full and timely performance in accordance with this Agreement.

45. **Equipment Purchase:**

- a. Written prior authorization by NCTC's Project Representative is required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000, prior authorization by NCTC's Project Representative must be obtained, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use for the Project before the end of its useful life, Consultant may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Consultant, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

46. **Safety:** Consultant shall comply with any applicable OSHA regulations regarding necessary safety equipment or procedures, and safety instructions issued by NCTC, if any.

47. **State Prevailing Wage Rates:** The State of California's General Prevailing Wage Rates are not applicable to this Agreement.

IN WITNESS HEREOF, this Agreement between the Nevada County Transportation Commission and DKS Associates has been executed by the parties hereto the day and year shown below.

NEVADA COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____
Chair
Nevada County Transportation Commission

Nevada County Transportation Commission Counsel, Approved as to Form

By: _____ Date: _____
Sloan Sakai Yeung & Wong LLP

CONSULTANT

By: _____ Date: _____

PLEASE RETURN THE FOLLOWING SIGNED FORMS WITH AGREEMENT:

- Exhibit A: NCTC RFP
- Exhibit B: Consultant's Proposal
- Exhibit C: Levine Act Disclosure Statement
- Exhibit 10-H: Cost Proposal (included in Consultant's Proposal)
- Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System
- Exhibit 10-O1: Consultant Proposal DBE Commitment (included in Consultant's Proposal)
- Exhibit 10-O2: Consultant Contract DBE Commitment (included in Consultant's Proposal)
- Exhibit 10-Q: Disclosure of Lobbying Activities
- Certificate of Insurance
- Electronic Deposit Authorization Form
- Vendor Data Record

- Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (to be submitted after final invoice)

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
 SUSAN HOEK – Nevada County Board of Supervisors
 ED SCOFIELD – Nevada County Board of Supervisors, Chair
 JAY STRAUSS – Member-At-Large
 DUANE STRAWSER – Nevada City City Council
 JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.2.4.3

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Accept the Ready Nevada County Extreme Climate Event Mobility and Adaptation Plan as Complete, Resolution 22-29

DATE: July 20, 2022

RECOMMENDATION: Adopt Resolution 22-29 accepting the Ready Nevada County Extreme Climate Event Mobility and Adaptation Plan as complete in accordance with the contract with GHD Inc.

BACKGROUND: In December 2019, Nevada County Transportation Commission (NCTC) staff began working on the concept of an Extreme Climate Event Mobility and Adaptation Plan to identify the climate-related weaknesses of the transportation system in Nevada County and provide actionable strategies for integration into transportation plans, transportation improvement programs, and emergency response plans for the region during extreme climate events (fire, flood, snow/ice, road closure, etc.). NCTC staff submitted a grant application for State Rural Planning Assistance in January 2020. NCTC's Executive Director was notified on March 20, 2020, that NCTC was awarded the grant funds for the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan. NCTC staff contracted with GHD Inc. to develop this plan.

NCTC, in coordination with GHD Inc., held three public workshops, created a survey, and provided an interactive map to gather public input on the draft recommendations of the plan. The input received culminated in the draft report that summarizes the draft actions and strategies outlined in the plan. The Draft Plan was presented to the NCTC at their May 18, 2022 commission meeting for review and any final comments. All final comments were gathered and incorporated into the Final Plan.

The Plan takes a proactive approach to improving the resiliency of Nevada County's transportation infrastructure in the face of increasing climate fueled threats. The Plan adopts a cross-disciplinary approach using the best available science to prioritize the most vulnerable people, places, and infrastructure most at risk. Climate adaptation involves adjusting to changing climate conditions to minimize negative effects and take advantage of new opportunities.

The Plan specifies that through adaptation planning, NCTC can identify how climate change is likely to impact NCTC's ability to achieve its mission, operate efficiently, and meet its policy and program objectives. By integrating climate change adaptation strategies into planning, NCTC can continue to ensure that resources are invested wisely, operations remain effective in current and future climate conditions, and the region is well positioned for any forthcoming regulations or incentives related to climate change. The Final Plan can be found at: <http://extremeclimatemobilitync.com/>.

**RESOLUTION 22-29
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**ACCEPT THE READY NEVADA COUNTY EXTREME CLIMATE EVENT
MOBILITY AND ADAPTATION PLAN AS COMPLETE**

WHEREAS, the Nevada County Transportation Commission (NCTC) contracted with GHD Inc. to develop the Ready Nevada County Extreme Climate Event Mobility and Adaptation Plan; and

WHEREAS, the purpose of the plan was to identify the climate-related weaknesses of the transportation system in Nevada County and provide actionable strategies for integration into transportation plans, transportation improvement programs, and emergency response plans for the region during extreme climate events (fire, flood, snow/ice, road closure, etc.); and

WHEREAS, NCTC, in coordination with GHD Inc., held three public workshops, created a survey, and provided an interactive mapping tool to gather public input on the draft recommendations of the plan; and

WHEREAS, the input received culminated in the draft report that summarizes the actions and strategies outlined in the Draft Plan that was presented to the NCTC at their May 18, 2022 Commission meeting for review and comments; and

WHEREAS, all comments were gathered and incorporated into the Final Plan.

WHEREAS, the Ready Nevada County Extreme Climate Event Mobility and Adaptation Plan has provided NCTC with recommendations to address improvements to the transportation network to improve resiliency and to help ensure mobility and access during extreme climate events.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission accepts the Ready Nevada County Extreme Climate Event Mobility and Adaptation Plan as complete per the terms of the contract with GHD Inc.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
 SUSAN HOEK – Nevada County Board of Supervisors
 ED SCOFIELD – Nevada County Board of Supervisors, Chair
 JAY STRAUSS – Member-At-Large
 DUANE STRAWSER – Nevada City City Council
 JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 950.6.2

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Revised Compensation Policy for Annual Cost of Living Adjustment, Resolution 22-30

DATE: July 20, 2022

RECOMMENDATION: Adopt Resolution 22-30, which approves a revision to the Nevada County Transportation Commission (NCTC) Compensation Policy effective July 2022.

BACKGROUND: Resolution 16-11 was adopted by NCTC on March 16, 2016, establishing a Compensation Policy for NCTC.

The purpose of the Compensation Policy is to set a methodology for determining future compensation increases in a fair and consistent manner. In summary, the policy outlines that NCTC will collect and compare compensation data with six comparable agencies (Amador County Transportation Commission, Butte County Association of Governments, El Dorado County Transportation Commission, Humboldt County Association of Governments, Madera County Transportation Commission, and Placer County Transportation Planning Agency) in the labor market every five years. Annually, NCTC will adjust its salary ranges, as budgets allow, by the average cost of living adjustment (COLA) provided by the local Labor Market made up of Nevada County, Grass Valley, Nevada City, and Truckee.

In FY 2020/21 and FY 2021/22 the Town of Truckee used a methodology for compensation increases that utilized a combination of a fixed 1.5% COLA adjustment and performance-based increases. In order to compare COLA rates equitably, and since it has been determined that Truckee will continue to use their compensation methodology going forward, Shellie Anderson of Bryce Consulting recommends that Truckee no longer be included in the calculation of the average cost of living adjustment for NCTC.

With the adoption of Resolution 22-30, NCTC's Compensation Policy will be amended to specify that Nevada County, Grass Valley, and Nevada City will be utilized as the local labor market to calculate the average COLA effective in July of each year, and the Town of Truckee will no longer be included in the calculations.

**RESOLUTION 22-30
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ADOPTION OF REVISED COMPENSATION POLICY

WHEREAS, it is the intention of Nevada County Transportation Commission (NCTC) to retain talented, results-oriented employees to support the mission, values, and goals of the Commission; and

WHEREAS, NCTC has developed a Compensation Policy to establish a process to maintain consistency in setting compensation.

NOW THEREFORE BE IT RESOLVED, that to ensure that the NCTC is able to attract and retain talented employees, the NCTC will compare itself, using the labor market mean, to other survey agencies in an appropriate labor market approximately every five years consisting of Regional Transportation Planning Agencies selected by the NCTC.

BE IT FURTHER RESOLVED, in order to maintain a fair and equitable compensation program, NCTC will collect and compare the following:

- Base salary
- Health benefits (health, dental, vision, life insurance, and long-term disability)
- Retirement
- Social Security
- Other compensation (e.g., auto allowance, technology allowance, management/administrative leave cash out)

BE IT FURTHER RESOLVED, that effective July 1 annually, NCTC will adjust its salary ranges, as budget allows, by the average cost of living increase provided by the local labor market to the journey level planner, which includes:

- County of Nevada
- City of Grass Valley
- City of Nevada City

BE IT FURTHER RESOLVED, The Nevada County Transportation Commission Personnel Manual will be revised effective July 20, 2022 to reflect the amended compensation policy.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022.

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

2022 Cost of Living Adjustment (COLA) for July 20, 2022

Name	Position	Phone & Email	Contact Date	Increase for Journey Level Planner Change 2022 %
Steve Rose	Nevada County Human Resources Director	530-265-7010	6/14/2022	3.0000%
		steve.rose@co.nevada.ca.us		
Andy Heath	GV Administrative Services Director	530-274-4301, cell 408-821-6737	6/14/2022	5.0000%
		andyh@cityofgrassvalley.com		
Victoria Knoll	Chief Financial Officer	530-265-2496 x134	6/14/2022	6.0000%
		victoria.knoll@nevadacityca.gov		
TOTAL				14.0000%
AVERAGE				4.67%

Michael G. Woodman, Executive Director

APPROVED

By Mike Woodman at 10:35 am, Jul 07, 2022



**NEVADA COUNTY
TRANSPORTATION COMMISSION

PERSONNEL MANUAL**

JULY 20, 2022

payday falls during an employee's vacation, the employee's paycheck will be available upon return from his or her vacation.

A list of paydays will be provided to employees each year.

6.3.1 Pay Advances

The Commission does not provide pay advances on unearned wages to employees.

6.4 Employment Categories

6.4.1 Full-Time Employees

A full-time employee shall receive the full amount of salary based upon the step in the range for the classification to which the employee is assigned by his/her appointment, if the total hours in pay status for the biweekly pay period as shown equals or is greater than eighty (80) hours. A full-time employee, who is not in pay status for eighty (80) hours for a particular biweekly pay period shall be entitled only the total hours in pay status. Employees, who are exempt under FLSA, shall receive a biweekly salary, which is based upon multiplying the hourly salary step rate by eighty (80).

6.4.2 Part-Time Employees

A part-time employee shall receive that portion of the salary based upon the step in the range for his/her classification to which the employee is assigned and the number of hours in pay status in the pay period.

Part-time employees shall earn vacation with pay and accrue sick leave on a prorated basis based upon the number of hours in pay status in the pay period. In other respects, the provisions of this manual, applicable to full-time employees shall apply to part-time employees, unless specifically defined otherwise herein.

6.4.3 Extra-Help Temporary Employees

The Executive Director may authorize the temporary employment of a person as extra help upon a determination that sufficient funds are budgeted. Unless otherwise specified, extra-help temporary employees shall only be paid the flat rate salary step for their classification or the first step hourly rate in the salary range listed for the classification to which he/she is appointed, unless specifically authorized by the Executive Director. To the extent permitted by law, extra-help temporary employees shall not be entitled to accrue sick leave, vacation, or holiday pay, and shall not be eligible for benefits or to participate in the retirement system.

6.4.4 Annual Cost-of-Living Adjustments

The Commission, in the annual Overall Work Program and Budget, shall consider cost-of-living salary increases for employees in full-time, part-time, and extra-help classifications. NCTC will adjust its salary ranges, as budget allows, by the average cost of living increase provided by the local labor market to the journey level planner, which includes: the County of Nevada, the City of Grass Valley, and the City of Nevada City. Adopted July 20, 2022 by Resolution 22-30.

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
 SUSAN HOEK – Nevada County Board of Supervisors
 ED SCOFIELD – Nevada County Board of Supervisors, Chair
 JAY STRAUSS – Member-At-Large
 DUANE STRAWSER – Nevada City City Council
 JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.3.2.2

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Amendment 2 to the Professional Services Agreement with GHD Inc. to Update the Western Nevada County Regional Transportation Mitigation Fee Program in Coordination with the Updates of the Nevada County Local Traffic Mitigation Fee and Grass Valley Traffic Impact Fee Programs, Resolution 22-31

DATE: July 20, 2022

RECOMMENDATION: Adopt Resolution 22-31, approving Amendment 2 to the Professional Services Agreement with GHD Inc. to update the Western Nevada County Regional Transportation Mitigation Fee Program in Coordination with the Updates of the Nevada County Local Traffic Mitigation Fee and Grass Valley Traffic Impact Fee Programs.

BACKGROUND: On May 19, 2021, Nevada County Transportation Commission (NCTC) approved an agreement with GHD Inc. Amendment 2 increases the compensation amount by \$23,458. The cost of the additional work brings the total contract amount to \$136,715.84.

The increase in the contract amount is necessary to address the need for additional necessary modifications to the NCTC travel demand model.

Task 2.3 and 2.4 of the authorized Scope of Work assumed use of the NCTC regional travel demand model to forecast projected traffic growth, develop fair share contributions, and identify future deficiencies and capital improvement needs. During GHD's review of the regional travel demand model it was determined that modifications were needed to reflect current conditions in order to conduct the nexus analysis. GHD will make modifications to the regional travel demand model validation for the internal and external trips in order to better reflect interregional travel. As a result of this revalidation, the internal trips themselves will need to be adjusted to ensure that the total volume forecast on roadways remains calibrated to baseline counts. This improvement is needed for the fee updates as it will improve the foundation for the calculation of proportional responsibility between local and external agency partners. Changes will be documented in a model validation report.

attachment

**RESOLUTION 22-31
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF AMENDMENT 2
TO THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
PROFESSIONAL SERVICES AGREEMENT WITH GHD INC.
TO UPDATE THE WESTERN NEVADA COUNTY REGIONAL TRANSPORTATION
MITIGATION FEE PROGRAM IN COORDINATION WITH
THE UPDATES OF THE NEVADA COUNTY LOCAL TRAFFIC MITIGATION FEE AND
GRASS VALLEY TRAFFIC IMPACT FEE PROGRAMS

WHEREAS, on May 20, 2022, NCTC and GHD Inc. entered into a Professional Services Agreement to update the Western Nevada County Regional Transportation Mitigation Fee Program (RTMF); and

WHEREAS, NCTC and GHD Inc. wish to amend the Agreement to amend the scope of services and amend the compensation to provide for necessary modifications to the NCTC Travel Demand Model; and

WHEREAS, NCTC staff recommends executing Amendment 2 to identify the additional work to be done and increase the compensation by \$23,458 for a total sum not to exceed \$136,715.84.

NOW, THEREFORE, BE IT RESOLVED, that NCTC authorizes the Chair to execute Amendment 2 to the Agreement between NCTC and GHD Inc. to update the Western Nevada County Regional Transportation Mitigation Fee Program in Coordination with the Updates of the Nevada County Local Traffic Mitigation Fee and Grass Valley Traffic Impact Fee Programs.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 20, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

AMENDMENT 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION
AND GHD INC.

TO UPDATE THE WESTERN NEVADA COUNTY REGIONAL TRANSPORTATION
MITIGATION FEE PROGRAM IN COORDINATION WITH THE UPDATES OF THE
NEVADA COUNTY LOCAL TRAFFIC MITIGATION FEE AND THE
GRASS VALLEY TRAFFIC IMPACT FEE PROGRAMS

This Amendment 2 to the May 20, 2021 Agreement for professional services (“Agreement”) between the Nevada County Transportation Commission (“NCTC”) and GHD Inc. (“Consultant”) is entered into effective July 20, 2022.

WHEREAS, NCTC and Consultant entered into the Agreement for professional services to update the Western Nevada County Regional Transportation Mitigation Fee Program in coordination with the updates of the Nevada County Local Traffic Mitigation Fee and the Grass Valley Traffic Impact Fee Programs; and

WHEREAS, NCTC and Consultant wish to amend the Agreement to amend the scope of services and amend the compensation to provide for necessary modifications to the NCTC Travel Demand Model.

NOW, THEREFORE, NCTC and Consultant agree as follows:

1. Section 10 of the Agreement (“**Compensation**”) is amended to read as follows:
 10. Compensation: NCTC shall pay Consultant as compensation in full for all services performed by Consultant pursuant to this Agreement, a total sum not to exceed \$136,715.84. Consultant will not perform work, nor be required to perform work, outside those services specified in this Agreement which would result in billings in excess of \$136,715.84 without the prior written agreement of both parties.
2. The scope of work shall be amended to include additional technical validation for the internal and external trips in order to better reflect interregional travel. As a result of this revalidation, the internal trips themselves will need to be adjusted to ensure that the total volume forecast on roadways remains calibrated to baseline counts. Consultant shall adjust the NCTC travel demand model based on existing data from the U.S. Census Bureau, NCTC, and from other traffic engineering data, until the model passes all of the validation tests described in the 2017 Regional Plan Guidelines for Metropolitan Planning Organizations.
3. Except as expressly amended herein, all terms and conditions of the Agreement will remain in full force and effect.

This Amendment 2 to the Agreement between the Nevada County Transportation Commission and GHD Inc. is effective July 20, 2022.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

NEVADA COUNTY TRANSPORTATION COMMISSION:

Ed Scofield
Chair

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to NCTC

GHD Inc.:

Consultant
GHD Inc.

Our ref: 11230706

Original Agreement Date: April 15, 2021

Original Project Description: Western Nevada County RTMF Update

Additional Services Agreement #2

Whereas a Professional Consulting Services Agreement (AGREEMENT) was previously entered; and whereas the parties now want to change the scope of services (SCOPE); therefore the CLIENT and CONSULTANT hereby agree on this date: July 08, 2022.

CLIENT:

Name: Mike Woodman,
NCTC

Address: 101 Providence Mine Rd, Ste 102

Nevada City, CA 95959

Phone: 530-265-3202

Email: mwoodman@nccn.net

CONSULTANT:

Name: Todd Tregenza, AICP
GHD Inc.

Address: 2200 21st Street

Sacramento, CA 95818

Phone: 916-782-8688

Email: Todd.Tregenza@ghd.com

This Additional Services Agreement (**ASA# 2**) is intended to modify nothing in the original AGREEMENT, except the description of Services to be Performed (A), and Compensation (B), as follows:

A. Services to be Performed

Background

The NCTC regional travel demand model's validation needs to be improved relative to internal and external trips in order to better reflect interregional travel. Specifically, the validation for travel on regional facilities, including state highways, that is purely external (where no trips interact with land uses internal to the model) needs to be improved, as does the validation of trips that have only one end (origin or destination) internal to the model. As a result of this revalidation, the internal trips themselves will need to be adjusted to ensure that the total volume forecast on roadways remains calibrated to baseline counts. Changes will be documented in a model validation report.

This work is a result of GHD finding inconsistencies in the way the model treats external-to-external and internal-to-external trips currently. This improvement is significant for the fee updates as it is the foundation for the critical calculation of proportional responsibility between local and external agency partners.

Scope of Work

GHD shall perform diagnostic tests to ascertain any issues that negatively affect the accuracy of the NCTC travel demand model and its suitability for use in the current impact fee studies. GHD shall then adjust the

NCTC model based on existing data from the U.S. Census Bureau, NCTC, and from other traffic engineering data, until the model passes all of the validation tests described in the *2017 Regional Transportation Plan Guidelines for Metropolitan Planning Organizations*.

No new data will be collected as part of this SOW.

B. Project Schedule and Cost Estimate

No changes are proposed to our current project schedule. The total compensation for services will be \$23,326 on a not-to-exceed time and materials basis, broken down by staff in estimated hourly increments as follows.

Table 1 Cost Estimate

Description	Project Manager	Technical Lead	Senior Trans Planner	Cost
	<i>Todd Tregenza</i>	<i>Donald Hubbard</i>	<i>Billy Park</i>	
	\$ 208.92	\$ 275.52	\$ 251.20	
Contracting & Project Admin	2			\$ 417.84
Revise IX & XI Work Trips		1	4	\$ 1,280.32
Revise Other IX & XI Trips		2	8	\$ 2,560.64
Revise IX & XI Balancing			1	\$ 251.20
Revise XX Trips		2	2	\$ 1,053.44
Revise II Trips and re-calibrate		12	32	\$ 11,344.64
Document revisions		16	8	\$ 6,417.92
Total Cost				\$ 23,326.00

CLIENT:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CONSULTANT:

BY:  _____

NAME: **Todd/Tregenza**

TITLE: **Project Manager**

DATE: **July 08, 2022**



BETTY T. YEE
California State Controller

May 18, 2022

County Auditors Responsible for State Transit Assistance Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2021-22 Third Quarter State Transit Assistance Allocation

Enclosed is a summary schedule of State Transit Assistance (STA) funds allocated for the third quarter of fiscal year (FY) 2021-22 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office transmittal letter, Reissuance of the FY 2020-21 STA Allocation Estimate, dated July 30, 2021. Pursuant to PUC section 99314.3, each TPA is required to allocate funds to the STA-eligible operators in the area of its jurisdiction.

This is the third allocation for FY 2021-22. The total amount allocated to all agencies for the third allocation is \$191,823,900. The payment is scheduled to issue on May 19, 2022. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information.

Sincerely,

**Melma
Dizon**

Digitally signed by
Melma Dizon
Date: 2022.05.18
14:20:59 -07'00'

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION
THIRD QUARTER ALLOCATION SUMMARY
MAY 19, 2022

Regional Entity	PUC 99313 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)		PUC 99313 Funds from RTC Sections 6051.8(b), and 6201.8(b)		PUC 99314 Fiscal Year 2021-22 Quarter 3	Total Fiscal Year 2021-22 Quarter 3
	Fiscal Year 2021-22 Quarter 3	Fiscal Year 2021-22 Quarter 3	Fiscal Year 2021-22 Quarter 3	Fiscal Year 2021-22 Quarter 3		
	A	B	C	D= (A+B+C)		
Metropolitan Transportation Commission	\$ 10,225,105	\$ 8,494,686	\$ 51,394,012	\$ 70,113,803		
Sacramento Area Council of Governments	2,600,686	2,160,566	1,662,220	6,423,472		
San Diego Association of Governments	1,269,260	1,054,460	571,319	2,895,039		
San Diego Metropolitan Transit System	3,131,659	2,601,681	2,352,227	8,085,567		
Tahoe Regional Planning Agency	143,446	119,170	15,155	277,771		
Alpine County Transportation Commission	1,507	1,252	216	2,975		
Amador County Transportation Commission	49,615	41,218	3,436	94,269		
Butte County Association of Governments	269,026	223,498	27,343	519,867		
Calaveras County Local Transportation Commission	59,781	49,665	1,337	110,783		
Colusa County Local Transportation Commission	29,532	24,535	2,372	56,439		
Del Norte County Local Transportation Commission	35,773	29,719	3,444	68,936		
El Dorado County Local Transportation Commission	231,107	191,996	29,135	452,238		
Fresno County Council of Governments	1,362,833	1,132,197	448,485	2,943,515		
Glenn County Local Transportation Commission	39,396	32,729	2,005	74,130		
Humboldt County Association of Governments	173,694	144,299	55,167	373,160		
Imperial County Transportation Commission	246,944	205,153	41,809	493,906		
Inyo County Local Transportation Commission	24,641	20,471	0	45,112		
Kern Council of Governments	1,213,514	1,008,148	136,278	2,357,940		
Kings County Association of Governments	202,488	168,220	14,909	385,617		
Lake County/City Council of Governments	84,875	70,511	8,399	163,785		
Lassen County Local Transportation Commission	36,600	30,406	3,147	70,153		
Los Angeles County Metropolitan Transportation Authority	13,333,173	11,076,767	31,776,644	56,180,584		
Madera County Local Transportation Commission	210,361	174,761	12,821	397,943		
Mariposa County Local Transportation Commission	23,943	19,891	1,229	45,063		
Mendocino Council of Governments	115,046	95,576	16,125	226,747		
Merced County Association of Governments	378,096	314,110	33,405	725,611		
Modoc County Local Transportation Commission	12,599	10,466	1,813	24,878		
Mono County Local Transportation Commission	17,648	14,661	47,552	79,861		
Transportation Agency for Monterey County	580,503	482,263	330,640	1,393,406		
Nevada County Local Transportation Commission	129,378	107,483	11,653	248,514		
Orange County Transportation Authority	4,186,356	3,477,889	2,774,644	10,438,889		
Placer County Transportation Planning Agency	422,369	350,891	111,258	884,518		
Plumas County Local Transportation Commission	24,047	19,978	7,191	51,216		
Riverside County Transportation Commission	3,258,080	2,706,707	976,342	6,941,129		
Council of San Benito County Governments	84,325	70,055	2,549	156,929		
San Bernardino County Transportation Authority	2,888,336	2,399,536	1,132,293	6,420,165		
San Joaquin Council of Governments	1,040,075	864,061	434,526	2,338,662		
San Luis Obispo Area Council of Governments	359,958	299,041	47,233	706,232		
Santa Barbara County Association of Governments (SBCAG)	585,619	486,513	274,878	1,347,010		
Santa Cruz County Transportation Commission	346,608	287,951	587,372	1,221,931		
Shasta Regional Transportation Agency	236,011	196,070	22,863	454,944		
Sierra County Local Transportation Commission	4,233	3,517	299	8,049		
Siskiyou County Local Transportation Commission	58,844	48,886	4,568	112,298		
Stanislaus Council of Governments	738,001	613,107	76,408	1,427,516		
Tehama County Transportation Commission	86,752	72,071	3,277	162,100		
Trinity County Transportation Commission	17,967	14,926	1,283	34,176		
Tulare County Association of Governments	639,460	531,243	123,057	1,293,760		
Tuolumne County Transportation Council	70,970	58,960	3,422	133,352		
Ventura County Transportation Commission	1,108,688	921,062	330,190	2,359,940		
Subtotals	\$ 52,388,928	\$ 43,523,022				
State Totals		\$ 95,911,950	\$ 95,911,950	\$ 191,823,900		

STATE CONTROLLER'S OFFICE
2021-22 STATE TRANSIT ASSISTANCE ALLOCATION THIRD QUARTER UC 99 1 ALLOCATION DETAIL
MAY 19, 2022

<u>Regional Entity and Operator(s)</u>	<u>Revenue Basis</u>	<u>Fiscal Year 2021-22 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Quarter 3 Gross Allocation</u>	<u>Fiscal Year 2021-22 Funds from RTC Sections 6051.8(b), and 6201.8(b) Quarter 3 Gross Allocation</u>	<u>Fiscal Year 2021-22 Quarter 3 Paid</u>
		A	B	C= (A+B)
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	25,974	21,578	47,552
Transportation Agency for Monterey County Monterey-Salinas Transit	19,637,486	180,602	150,038	330,640
Nevada County Local Transportation Commission				
County of Nevada	369,077	3,394	2,820	6,214
City of Truckee	323,083	2,971	2,468	5,439
Regional Entity Totals	692,160	6,365	5,288	11,653
Orange County Transportation Authority				
City of Laguna Beach	1,910,271	17,568	14,595	32,163
Orange County Transportation Authority	110,748,483	1,018,529	846,161	1,864,690
Regional Entity Subtotals	112,658,754	1,036,097	860,756	1,896,853
Orange County Transportation Authority - Corresponding to SCRRA	NA	479,466	398,325	877,791
Regional Entity Totals	112,658,754	1,515,563	1,259,081	2,774,644
Placer County Transportation Planning Agency				
City of Auburn	21,830	201	167	368
County of Placer	5,410,141	49,756	41,336	91,092
City of Roseville	1,175,827	10,814	8,984	19,798
Regional Entity Totals	6,607,798	60,771	50,487	111,258
Plumas County Local Transportation Commission				
County of Plumas	346,829	3,190	2,650	5,840
County Service Area 12 - Specialized Service	80,198	738	613	1,351
Regional Entity Totals	427,027	3,928	3,263	7,191
Riverside County Transportation Commission				
City of Banning	208,349	1,916	1,592	3,508
City of Beaumont	318,557	2,930	2,434	5,364
City of Corona	426,555	3,923	3,259	7,182
Palo Verde Valley Transit Agency	175,762	1,616	1,343	2,959
City of Riverside - Specialized Service	493,635	4,540	3,772	8,312
Riverside Transit Agency	18,329,390	168,571	140,044	308,615
Sunline Transit Agency	11,506,078	105,819	87,911	193,730
Regional Entity Subtotals	31,458,326	289,315	240,355	529,670
Riverside County Transportation Commission - Corresponding to SCRRA	NA	243,981	202,691	446,672
Regional Entity Totals	31,458,326	533,296	443,046	976,342
Council of San Benito County Governments				
San Benito County Local Transportation Authority	151,384	1,392	1,157	2,549

The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



BETTY T. YEE
California State Controller

May 18, 2022

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2021-22 Third Quarter State of Good Repair Program Allocation

Enclosed is a summary schedule of State of Good Repair (SGR) program funds allocated for the third quarter of fiscal year (FY) 2021-22 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated July 30, 2021.

This is the third allocation for FY 2021-22. The total amount allocated to all agencies for the third allocation is \$29,365,800.30. The payment is scheduled to issue on May 19, 2022. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information about this schedule. Information for the SGR program can be found on the California Department of Transportation website at: <https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair>.

Sincerely,

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM
THIRD QUARTER ALLOCATION SUMMARY
MAY 19, 2022

Regional Entity	Amount Based on PUC 99313 Allocation Fiscal Year 2021-22 Quarter 3 A	Amount Based on PUC 99314 Allocation Fiscal Year 2021-22 Quarter 3 B	Total Fiscal Year 2021-22 Quarter 3 C= (A+B)
Metropolitan Transportation Commission	\$ 2,865,762.03	\$ 7,896,924.76	\$ 10,762,686.79
Sacramento Area Council of Governments	728,887.18	255,407.72	984,294.90
San Diego Association of Governments	355,732.11	87,785.80	443,517.91
San Diego Metropolitan Transit System	877,701.51	361,430.54	1,239,132.05
Tahoe Regional Planning Agency	40,203.18	2,328.78	42,531.96
Alpine County Transportation Commission	422.26	33.16	455.42
Amador County Transportation Commission	13,905.41	527.97	14,433.38
Butte County Association of Governments	75,399.18	4,201.33	79,600.51
Calaveras County Local Transportation Commission	16,754.80	205.46	16,960.26
Colusa County Local Transportation Commission	8,276.95	364.46	8,641.41
Del Norte County Local Transportation Commission	10,025.87	529.14	10,555.01
El Dorado County Local Transportation Commission	64,771.74	4,476.68	69,248.42
Fresno County Council of Governments	381,957.33	68,911.73	450,869.06
Glenn County Local Transportation Commission	11,041.51	308.05	11,349.56
Humboldt County Association of Governments	48,680.65	8,476.74	57,157.39
Imperial County Transportation Commission	69,210.45	6,424.14	75,634.59
Inyo County Local Transportation Commission	6,906.01	0.00	6,906.01
Kern Council of Governments	340,108.29	20,939.58	361,047.87
Kings County Association of Governments	56,750.75	2,290.73	59,041.48
Lake County/City Council of Governments	23,787.67	1,290.58	25,078.25
Lassen County Local Transportation Commission	10,257.64	483.46	10,741.10
Los Angeles County Metropolitan Transportation Authority	3,736,851.43	4,827,296.82	8,564,148.25
Madera County Local Transportation Commission	58,957.27	1,970.21	60,927.48
Mariposa County Local Transportation Commission	6,710.33	188.87	6,899.20
Mendocino Council of Governments	32,243.57	2,477.65	34,721.22
Merced County Association of Governments	105,967.87	5,132.92	111,100.79
Modoc County Local Transportation Commission	3,530.95	278.51	3,809.46
Mono County Local Transportation Commission	4,946.15	7,306.57	12,252.72
Transportation Agency for Monterey County	162,695.93	50,804.27	213,500.20
Nevada County Local Transportation Commission	36,260.39	1,790.69	38,051.08
Orange County Transportation Authority	1,173,298.50	426,336.84	1,599,635.34
Placer County Transportation Planning Agency	118,376.23	17,095.08	135,471.31
Plumas County Local Transportation Commission	6,739.72	1,104.76	7,844.48
Riverside County Transportation Commission	913,133.02	150,019.32	1,063,152.34
Council of San Benito County Governments	23,633.65	391.65	24,025.30
San Bernardino County Transportation Authority	809,505.97	173,981.99	983,487.96
San Joaquin Council of Governments	291,499.07	66,766.84	358,265.91
San Luis Obispo Area Council of Governments	100,884.44	7,257.29	108,141.73
Santa Barbara County Association of Governments (SBCAG)	164,129.73	42,236.34	206,366.07
Santa Cruz County Transportation Commission	97,142.92	90,252.38	187,395.30
Shasta Regional Transportation Agency	66,146.03	3,512.95	69,658.98
Sierra County Local Transportation Commission	1,186.41	45.97	1,232.38
Siskiyou County Local Transportation Commission	16,492.14	701.96	17,194.10
Stanislaus Council of Governments	206,837.42	11,740.33	218,577.75
Tehama County Transportation Commission	24,313.72	503.42	24,817.14
Trinity County Transportation Commission	5,035.44	197.17	5,232.61
Tulare County Association of Governments	179,219.69	18,907.84	198,127.53
Tuolumne County Transportation Council	19,890.65	525.79	20,416.44
Ventura County Transportation Commission	310,728.99	50,734.91	361,463.90
State Totals	\$ 14,682,900.15	\$ 14,682,900.15	\$ 29,365,800.30

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM THIRD QUARTER ALLOCATION
BASED ON PUC 99314 ALLOCATION DETAIL
MAY 19, 2022

Regional Entity and Operator(s)	Revenue Basis	Amount Based on PUC 99314 Allocation Fiscal Year 2021-22 Quarter 3
Mendocino Council of Governments Mendocino Transit Authority	957,692	2,477.65
Merced County Association of Governments Transit Joint Powers Authority of Merced County Yosemite Area Regional Transportation System (YARTS) Regional Entity Totals	1,025,125 958,913 <hr/> 1,984,038	2,652.11 2,480.81 <hr/> 5,132.92
Modoc County Local Transportation Commission Modoc Transportation Agency - Specialized Service	107,653	278.51
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	7,306.57
Transportation Agency for Monterey County Monterey-Salinas Transit	19,637,486	50,804.27
Nevada County Local Transportation Commission County of Nevada City of Truckee Regional Entity Totals	 369,077 323,083 <hr/> 692,160	 954.84 835.85 <hr/> 1,790.69
Orange County Transportation Authority City of Laguna Beach Orange County Transportation Authority Regional Entity Subtotals Orange County Transportation Authority - Corresponding to SCRRA*** Regional Entity Totals	1,910,271 110,748,483 112,658,754 NA <hr/> 112,658,754	4,942.07 286,518.14 291,460.21 134,876.63 <hr/> 426,336.84
Placer County Transportation Planning Agency City of Auburn County of Placer City of Roseville Regional Entity Totals	21,830 5,410,141 1,175,827 <hr/> 6,607,798	56.48 13,996.61 3,041.99 <hr/> 17,095.08
Plumas County Local Transportation Commission County of Plumas County Service Area 12 - Specialized Service Regional Entity Totals	346,829 80,198 <hr/> 427,027	897.28 207.48 <hr/> 1,104.76
Riverside County Transportation Commission City of Banning City of Beaumont City of Corona Palo Verde Valley Transit Agency City of Riverside - Specialized Service Riverside Transit Agency Sunline Transit Agency Regional Entity Subtotals Riverside County Transportation Commission - Corresponding to SCRRA*** Regional Entity Totals	208,349 318,557 426,555 175,762 493,635 18,329,390 11,506,078 31,458,326 NA <hr/> 31,458,326	539.02 824.14 1,103.54 454.72 1,277.09 47,420.09 29,767.45 81,386.05 68,633.27 <hr/> 150,019.32
Council of San Benito County Governments San Benito County Local Transportation Authority	151,384	391.65

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
 SUSAN HOEK – Nevada County Board of Supervisors
 ED SCOFIELD – Nevada County Board of Supervisors, Chair
 JAY STRAUSS – Member-At-Large
 DUANE STRAWSER – Nevada City City Council
 JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 950.6

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Executive Director's Report for the July 20, 2022 Meeting

DATE: July 20, 2022

STATE BUDGET ADOPTION - TRANSPORTATION SUMMARY

On June 30, 2022, Governor Newsom signed the Fiscal Year 2022/23 State Budget. The Budget includes approximately \$15 billion in additional state funded investments in transportation infrastructure over the next four years. The transportation infrastructure package focuses on increasing mobility options for Californians through rail, transit and active transportation projects; equity-related investments to reconnect communities; and enhanced safety projects.

In addition to funding for high-speed rail, the Budget establishes further oversight, review, and reporting processes for the High-Speed Rail Authority—including the creation of the High-Speed Rail Authority Office of the Inspector General. The Inspector General has the authority to initiate audits and reviews, conduct independent fiscal analysis of the Authority's plans and estimates, identify best practices, recommend efficiencies, and evaluate contracts and contracting practices. The Inspector General will report regularly to the Legislature and Governor with a summary of findings and on the Authority's progress in delivering the project.

THE BUDGET INCLUDES:

- Transit and Rail Projects—\$7.7 billion General Fund over four years to invest in high-priority transit and rail infrastructure projects throughout the state. Funding will be administered through the Transit and Intercity Rail Capital Program (TIRCP).
- High Speed Rail—\$4.2 billion High-Speed Passenger Train Bond Fund (Proposition 1A) to complete high-speed rail construction in the Central Valley.
- Goods Movement and Ports—\$1.2 billion General Fund for port-specific projects that increase goods movement capacity on rail and roadways at port terminals, including railyard expansions, new bridges, and zero-emission modernization.

- Active Transportation—\$1 billion General Fund for Active Transportation Program projects that encourage the increased use of active modes of transportation, such as walking and biking, and increase the safety and mobility of non-motorized users.
- Grade Separations—\$350 million General Fund to support critical high priority grade separation safety improvements throughout the state.
- Climate Adaptation Programs—\$200 million General Fund to identify transportation-related climate vulnerabilities throughout the state and assist in developing and implementing projects to adapt infrastructure given climate change impacts. The Budget also allocates \$200 million federal funds for these purposes.
- Highways to Boulevards Pilot—\$150 million to establish the Reconnecting Communities: Highways to Boulevards Pilot Program, which will inform the future conversion of key underutilized highways into multimodal corridors that serve existing residents. The program will further the development of complete streets features as outlined in the Department of Transportation's Climate Action Plan for Transportation Infrastructure.
- Clean California Local Grants—\$100 million General Fund in additional funding for the Clean California Program grant program in 2023-24.

The budget also includes a funding package for Zero Emission Vehicles (ZEV). The 2021-22 budget agreement included a total of \$3.9 billion over three years for various programs to support ZEVs. The Governor's budget includes \$660 million General Fund in 2022-23 consistent with this agreement. In addition, the budget proposes a total of \$6.1 billion over five years—\$2.7 billion in 2022-23 and \$3.4 billion in subsequent years—in additional funding for ZEV-related programs. This total includes \$3.5 billion from the General Fund, \$1.5 billion in Proposition 98 General Fund, \$676 million from the Greenhouse Gas Reduction Fund (GGRF), and \$383 million in federal funds.

ACTIVE TRANSPORTATION PROGRAM CYCLE 6 POTENTIAL FUNDING AUGMENTATION

The State Budget Bill signed by Governor Newsom on June 30, 2022 included a one-time \$1.05 billion dollar augmentation to the Active Transportation Program (ATP). It is anticipated that the California Transportation Commission will choose to utilize this additional funding to augment the current ATP grant funding available for Cycle 6.

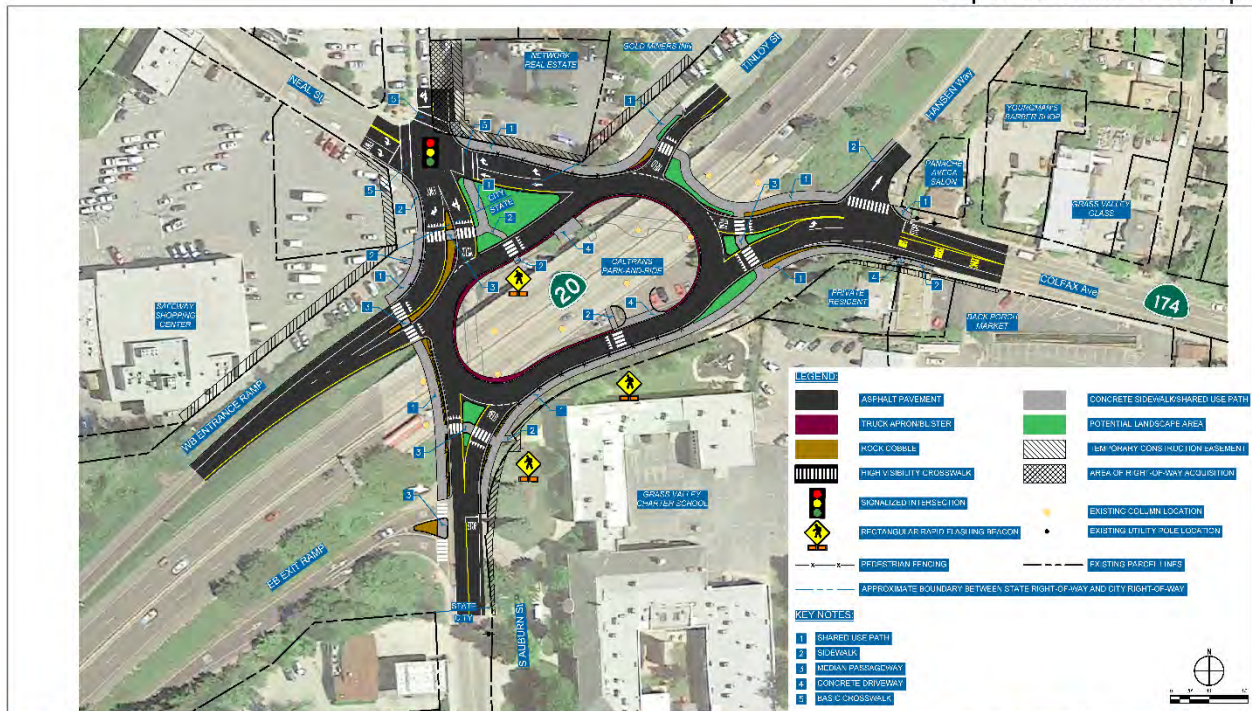
On June 15, 2022, the Nevada County Transportation Commission in coordination with Nevada County, Grass Valley, and Nevada City and with the assistance of the transportation consulting firm GHD Inc. submitted ATP Cycle 6 grant applications for the *State Route 49 Multi-modal Corridor Improvements*, *Nevada City* and the *SR 174/49/20 Roundabout & Active Transportation Safety Project*. Based on the improvements made to the application from the previous submittal, identification of matching funds (qualifies for additional points), and the announcement of the augmentation funds, staff is cautiously optimistic that both projects will be successfully awarded funding in this cycle.

The *SR 174/49/20 Roundabout & Active Transportation Safety Project* is intended to improve traffic operations and the safety and comfort for people walking and bicycling by simplifying a high-stress cluster of multiple intersections with an oblong single-lane roundabout that includes high-visibility

crossings on all legs and a shared-use path. The project area today consists of seven closely spaced intersections, known as the Triangle, at the interchange of SR 174 with SR 49/20. Intersections are a mix of traffic signals and side-street stop signs, and people bicycling or walking through the area must navigate multiple long crossings with varied markings and support features.

A new oblong roundabout will consolidate four intersections, offering safety improvements for all modes of transportation. High-visibility marked crosswalks will be provided on all approaches, including advance yield lines and refuge islands. A rectangular rapid flashing beacon (RRFB) will be installed across S. Auburn Street near Grass Valley Charter Elementary. Two marked crossings are also provided across the circulating lane to provide access to the Park and Ride lot, and will include RRFBs to support safe crossings for students and families to Grass Valley Charter Elementary. A new shared-use path will be constructed around the roundabout, offering a safe path of travel for people walking and bicycling that is completely separated from motor vehicle traffic. An existing traffic signal at Neal Street and Auburn Street will be upgraded to improve pedestrian safety and coordinate with the adjacent roundabout.

Improvement Concept



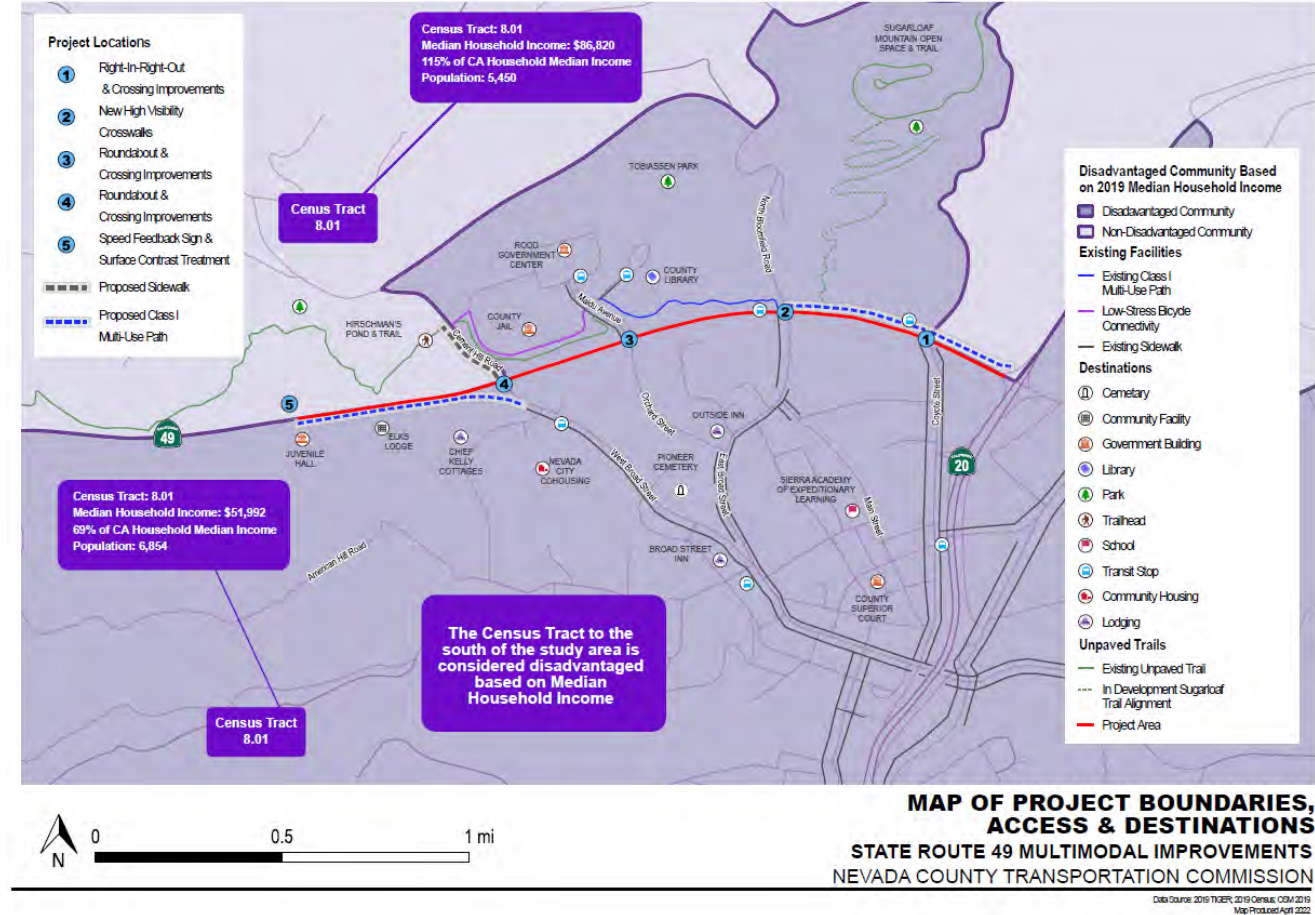
SR 174/SR 20 Intersection Analysis
 Grass Valley, California

The *State Route 49 Multi-modal Corridor Improvements, Nevada City* focuses on improving key intersections, pedestrian and bicycle facilities, and improved crossings along the segment of SR 49 between the intersection of SR 20/49/Uren Street and County Juvenile Hall driveway/SR 49. The improvements will allow active transportation users to travel along and across this section of the SR 49 corridor safely and comfortably while accessing important destinations near the project area.

Intersection improvement locations include SR 49 and Coyote Street, North Bloomfield Road/East Broad Street, Maidu Ave/Orchard Street, and Cement Hill Road/West Broad Street. North Bloomfield/East Broad Street is signal-controlled, while the remaining three are side-stop controlled.

Safety concerns will be addressed at all four locations. SR 49/Coyote Street improvements include a right-in-right-out intersection reconfiguration, new lighting, and high-visibility crosswalks with refuge islands and rectangular rapid flashing beacons along both crossing legs. Crosswalks at North Bloomfield Road/East Broad Street will be improved with new high-visibility markings. Maidu Ave/Orchard Street and Cement Hill Road/West Broad Street improvements include single-lane roundabouts, new lighting, shared-use paths around the roundabout perimeter, and high-visibility crosswalks with median refuge islands at each intersection leg.

New shared-use paths and sidewalk in several locations will connect to existing and future trails. At the east end of the corridor, between SR 20 and North Bloomfield Road, a shared-use path will connect to the existing Rood Center Path at North Bloomfield Road, which extends to Helling Way. At the west end, a shared-use path will span from the Juvenile Hall driveway to West Broad Street. At Cement Hill Road/West Broad Street, the roundabout will connect to the shared-use path to the west at the southwest corner, and sidewalk along Cement Hill Road at the northeast corner. A sidewalk will also extend to the north to Hirschman's Trail.



SR 49 CORRIDOR IMPROVEMENT PROJECT - FEDERAL EARMARK REQUESTS UPDATE

NCTC staff in coordination with the County Board of Supervisors Office and Nevada County Department of Public Works submitted a federal earmark request in the amount of \$10 million necessary to fund the State Route (SR) 49 Corridor Improvement Project – Phase 1 & 2, for consideration by

Congressman Doug LaMalfa, Senator Alex Padilla, and Senator Diane Feinstein. NCTC staff have received confirmation that the project was not recommended for funding this cycle.

The SR 49 Corridor Improvement Project – Phases 1 & 2 includes construction of segments of northbound and southbound truck climbing lanes, auxiliary lanes, 10' shoulders, a 16' wide continuous two-way left turn-lane, and eliminates the existing merge points improving the highway segment between the terminus of the previous project at La Barr Meadows Road (Post Mile 10.8) and to the south of the McKnight Way Interchange (Post Mile 13.3) to four lanes. The project also includes right turn lanes in the southbound direction at Crestview Drive, Smith Road, Bethel Church Way, and Wellswood Way.

RURAL COUNTIES TASK FORCE ELECTION OF OFFICERS

The Rural Counties Task Force (RCTF) was formed in 1988 in partnership with California Transportation Commission (CTC) to serve as an advisory body to the CTC and to ensure rurals remain engaged and have a unified voice when addressing state and federal transportation funding and policy decisions. There are 26 rural county Regional Transportation Planning Agencies (RTPAs) or Local Transportation Commissions represented on the Rural Counties Task Force (RCTF). A member of the CTC usually acts as liaison to the RCTF, and CTC and Caltrans staff typically attend these meetings to explain and discuss changing statewide transportation issues that may be of concern to the rural counties.

At the May 20, 2022 RCTF meeting, Nephele Barrett, Executive Director of Mendocino Council of Governments was elected to serve as Chair and NCTC's Deputy Executive Director, Aaron Hoyt, was elected to serve a two-year term as Vice Chair of the RCTF.



Caltrans District 3 Project Status Report July 2022

Highway 20		
0H690 NEV/PLA Turnouts	CO-RTE-PM	NEV - 20 - 25.15 (+ other various locations in other counties)
	Location	In Nevada county on Route 20 and Placer county on Route 193 at various locations.
	Description	Construct Turnouts
	Funding Source	SHOPP - Operational Improvements (310)
	Total Cost	\$3,095,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Fall 2022.	
2H62U Omega Curve Correction (2H620) (0H240) (1H810) (0H660)	CO-RTE-PM	NEV - 20 - 29.7/39.8
	Location	In Nevada County, near Omega, from 0.1 mile east of White Cloud Campground to 1.3 miles west of Zeibrigh Road.
	Description	Curve improvement, widen shoulders, and add turnout.
	Funding Source	SHOPP - Safety (010) and Operational Improvements (310)
	Total Cost	\$61,443,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Winter 2025.	
4H070 Gold Nugget	CO-RTE-PM	NEV - 20 - 12.2/20.0
	Location	In and near Grass Valley and Nevada City, from RTE 20/49 SEP (Br#17-0049) to Rim Rock Lane.
	Description	Repair pavement, drainage, sign panels, ADA facilities, and roadside planting & irrigation. Install new storm water improvement, Maintenance Vehicle Pullouts (MVPs).
	Funding Source	SHOPP - Asset Management (120)
	Total Cost	\$23,990,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion Spring 2023.
Construction	Construction is expected to begin Fall 2023. Target completion Winter 2024.	
0J520 NEV 20 CAPM	CO-RTE-PM	NEV - 20 - 20 / 46.119
	Location	Pavement CAPM and drainage improvements in Nevada County east of Nevada City from Rim Rock Road to Jct20/80.
	Description	Class II Pavement CAPM on Mainline and ramps, rehabilitate or replace poor conditions drainage systems. Evaluate /rehabilitate/replace poor condition lighting, sing panels, and TMS elements.
	Funding Source	SHOPP - Asset Management (121)
	Total Cost	\$38,010,000
	Planning	COMPLETE
	Environmental	Target completion Summer 2023.
	Design	Target completion Spring 2025.
Construction	Construction is expected to begin Summer 2025. Target completion Fall 2026.	
Highway 49		
0H210 Culvert Rehab (South)	CO-RTE-PM	NEV - 49 - 0.0/7.5
	Location	From Placer County Line to North of Lime Kiln Rd.
	Description	Culvert rehabilitation.
	Funding Source	SHOPP - Drainage (151) **SB1**
	Total Cost	\$4,399,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Fall 2022.	

4E170 Nev-49 Corridor Improvement Project	CO-RTE-PM	NEV - 49 - 11.1/13.3
	Location	In Nevada County, from La Bar Meadows Road to McKnight Way.
	Description	NB and SB Truck Climbing Lanes, 22' Median with Barrier, 10" Shoulders, 4 right right turn lanes at Crestview Drive, Smith Road, Bethel Church Way, and Wellswood Way and two at-grade access-controlled roundabout intersections at Wellswood Way and Smith Road.
	Funding Source	STIP - RIP (NCTC)
	Total Cost	\$157,900,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion Spring 2025.
Construction	Construction is expected to begin Fall 2025. Target completion Winter 2028.	
3H510 Nev-49 Corridor Improvement Project (SHOPP)	CO-RTE-PM	NEV - 49 - 10.8/13.3
	Location	In Nevada County, from La Bar Meadows Road to McKnight Way.
	Description	Widen shoulders, construct two way left turn lane (TWLTL), SB right turn lane, and NB truck climbing lane.
	Funding Source	SHOPP - Safety (015)
	Total Cost	\$78,770,000
	Planning	COMPLETE
	Environmental	Target completion Spring 2023.
	Design	Target completion Spring 2025.
Construction	Construction is expected to begin Fall 2025. Target completion Fall 2028.	
4H600 49 Safety Barrier	CO-RTE-PM	PLA - 49 - 8.7/10.6
	Location	In Placer County on Route 49 from 0.2 miles south of Lorensen Road to 0.4 miles north of Lone Star Road.
	Description	Construct concrete median barrier with roundabouts.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$26,340,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion Summer 2022.
Construction	Construction is expected to begin Spring 2024. Target completion Summer 2025.	

Interstate 80		
1H010 Slope Stabilization	CO-RTE-PM	NEV - 80 - 28.3/28.7
	Location	Near Truckee from .2 mile east of Truckee River Bridge to .8 mil west of Farad U/C.
	Description	Construct rockfall wire mesh drapery, flatten cut slope, construct rockfall barrier, rehab drainage.
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$14,390,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	COMPLETE	
2H690 Slope Stabilization	CO-RTE-PM	NEV - 80 - 31.4/31.8
	Location	Near Truckee, 1.88 miles east of Farad UC (Br# 17-0064) to the Sierra County Line.
	Description	Rockfall Mitigation
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$8,730,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Fall 2023.	

3H560 Yuba Pass SOH Bridge Replacement	CO-RTE-PM	NEV - 080 - 58.7 /60.2
	Location	In Nevada County near Emigrant Gap at the Yuba Pass Separation OH Bridges (Br#17-0023L/R).
	Description	Replace bridges, widen WB direction for truck climbing lane, install TMS elements and communications.
	Funding Source	SHOPP - Bridge Rehabilitation (110)
	Total Cost	\$101,780,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion Winter 2023.
	Construction	Construction is expected to begin Summer 2023 Target completion Fall 2027.
1H990 Soda Pavement Repair	CO-RTE-PM	VAR - VAR - VAR
	Location	In Placer and Nevada Counties near Soda Springs from Troy Rd UC to East of Soda Springs OC.
	Description	Rehabilitate Roadway, Construct truck climbing lane on EB I-80 direction, widen Jingvale UC, replace sign panels, upgrade lighting, TMS elements, and rehab drainage elements
	Funding Source	SHOPP -Pavement Preservation and Rehabilitation, Drainage System Restoration, Safety Signs and Lighting (121, 122, 151, 170)
	Total Cost	\$85,590,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion March 2023.
	Construction	Construction is expected to begin Summer 2024. Target completion Summer 2026.
3H580 Acid Flats	CO-RTE-PM	NEV - 080 - 27.60/28.50
	Location	In Nevada County near Floriston at Truckee River Bridges (Br#17-0063L/R).
	Description	Replace bridges, install fiber optic and RWIS.
	Funding Source	SHOPP - Bridge Rehabilitation and Replacement (110)
	Total Cost	\$74,535,000
	Planning	COMPLETE
	Environmental	Target completion Winter 2024.
	Design	Target completion September 2026.
	Construction	Construction is expected to begin Summer 2027. Target completion Fall 2029.
1H18U Rdway Rehab	CO-RTE-PM	NEV - 80 - 13.00/15.50
	Location	In Truckee from west of Donner Park OC (BR#17-0045) to Trout Creek UC (BR#17-0031).
	Description	Rehabilitate pavement and drainage systems, upgrade ADA facilities, guardrail, and TMS elements.
	Funding Source	SHOPP Pavement Rehabilitation (122)
	Total Cost	\$30,566,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Started Spring 2022 / Target completion Fall 2023	
2H01U Rockfall Protection	CO-RTE-PM	NEV - 80 - 31.37/31.78
	Location	In Nevada and Sierra Counties from 1.9 miles east of Farad Undercrossing to the Sierra County line and from 1.3 miles east of the
	Description	Stabilize cut slope erosion and prevent rockfall by flattening the slope or installing a drapery system, concrete barrier, and drainage
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$13,813,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Started Spring 2022 / Target completion Fall 2023	
2J910 Safety Improvements	CO-RTE-PM	NEV - 80 - 26.0/27.4
	Location	In Nevada County on Route 80 at Floriston
	Description	Grind existing concrete pavement, place polyester concrete overlay, groove existing concrete pavement, remove/repair concrete barrier
	Funding Source	SHOPP Safety Improvement (010)
	Total Cost	\$3,750,000
	Planning	COMPLETE
	Environmental	Target Winter 2023
	Design	Target Fall 2023
Construction	Target Start Spring 2024 / Target completion Fall 2024	

Highway 89		
1J170 CAPM & Drainage Improvements	CO-RTE-PM	PLA - 89 - 13.1/21.667
	Location	In Placer and Nevada Counties on Route 89, 9.0 miles south of Truckee from Truckee River Bridge (Br # 19-0032) to Junction of Route 80 in Truckee.
	Description	Class 2 pavement CAPM, rehabilitate drainage, upgrade ADA facilities, guardrail, and TMS elements.
	Funding Source	SHOPP - Roadway Preservation (121)
	Total Cost	\$14,370,000
	Planning	COMPLETE
	Environmental	Target completion Summer 2024.
	Design	Target completion Spring 2025.
Construction	Construction is expected to begin in Summer 2025. Target completion Fall 2027.	

Highway 174		
4F370 Hwy 174 Safety Improvement Project	CO-RTE-PM	NEV - 174 - 2.7/4.6
	Location	In Nevada County, near Rollins Lake, from Maple Way to You Bet Road.
	Description	Safety - This project proposes to realign curves, widen shoulders, add a left turn lane at Greenhorn Access Rd.,
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$27,368,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	COMPLETE, 1 year plant establishment period Fall 2022	
3F680 ADA Upgrades	CO-RTE-PM	NEV - 174 - 9.7/10.1
	Location	In Grass Valley from Race Street to Highway 20.
	Description	Relinquishment
	Funding Source	SHOPP
	Total Cost	\$1,950,000
	Planning	COMPLETE
	Environmental	COMPLETE: State ED: CEQA complete Caltrans is working on the part Federal part of ED - NEPA
	Design	Relinquishment Approval Report: Summer of 2022
Construction	N/A: Relinquishment	

JAN ARBUCKLE – Grass Valley City Council, Vice Chair
SUSAN HOEK – Nevada County Board of Supervisors
ED SCOFIELD – Nevada County Board of Supervisors, Chair
JAY STRAUSS – Member-At-Large
DUANE STRAWSER – Nevada City City Council
JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

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The Nevada County Transportation Commission is currently in Closed Session.

The meeting will resume
after the Closed Session is complete.

Thank you for your patience.