

JAN ARBUCKLE – Grass Valley City Council
ANDREW BURTON – Member-At-Large, Chair
CAROLYN WALLACE DEE – Town of Truckee
ANN GUERRA – Member-At-Large
SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
ED SCOFIELD – Nevada County Board of Supervisors
DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

REGULAR MEETING AGENDA

A regular online meeting of the Nevada County Transportation Commission (NCTC) will be held exclusively via teleconference in light of COVID-19 restrictions on public gatherings.

The public is invited to participate in the Open Session of the meeting on

Wednesday, July 15, 2020 at 9:30 a.m.

This meeting is being held via Zoom and all attendees are muted by default.

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

<https://us02web.zoom.us/j/82336157403?pwd=bTBSUEExkZTFUOUUOW5MdjU3UnBMZz09>

Webinar ID: 823 3615 7403 Online Password: 4mYrLq

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/kcgBKRAyuu>

Webinar ID: 823 3615 7403 Phone Password: 190817

PUBLIC COMMENT:

Written Comments: You are welcome to submit written comments to the Commission via email.

Please send your comments to nctc@nccn.net by **3:00 p.m. the day before the meeting date.**

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.

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.* and Executive Order N-29-20.

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 by roll call vote.

1. [Financial Reports:](#)

A. April 2020, May 2020

- 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.

2. [NCTC Minutes: May 20, 2020 and June 24, 2020 Meetings](#)

Recommendation: Approve

3. [Allocation Request from Nevada County:](#) Through adoption of Resolution 20-208, County of Nevada is requesting allocations of Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for transit/paratransit operations for FY 2020/21

Recommendation: Adopt Resolution **20-28.**

4. [Allocation Request from the City of Grass Valley:](#) Through adoption of Resolution 2020-xx, City of Grass Valley is requesting an allocation of LTF for transit/paratransit operations for FY 2020/21.

Recommendation: Adopt Resolution **20-29.**

5. [Allocation Request from the City of Nevada City:](#) Through adoption of Resolution 2020-44, City of Nevada City is requesting an allocation of LTF for transit/paratransit operations for FY 2020/21. Through the Adoption of Resolution 2020-32 Nevada City is requesting an allocation of LTF Pedestrian and Bike Funds for FY 2020/21.

Recommendation: Adopt Resolution **20-30.**

6. [Allocation Request from the Town of Truckee](#): Through adoption of Resolutions 2020-xx and 2020-xx, Town of Truckee is requesting allocations of LTF and STA for transit/paratransit operations for FY 2020/21.

Recommendation: Adopt Resolution **20-31**.

7. [Allocation Request from County of Nevada for Regional Surface Transportation Program Funds for FY 2020/21 Projects](#):

Recommendation: Adopt Resolution **20-32**.

8. [Allocation Request from Grass Valley for Regional Surface Transportation Program Funds for FY 2020/21 Projects](#):

Recommendation: Adopt Resolution **20-33**.

9. [Allocation Request from Nevada City for Regional Surface Transportation Program Funds for FY 2020/21 Projects](#):

Recommendation: Adopt Resolution **20-34**.

10. [Amendment 5 to Professional Services Agreement for Airport Land Use Planning Services with Mead & Hunt, Inc](#): See staff report.

Recommendation: Adopt Resolution **20-35**.

11. [Amendment 6 to Professional Services Agreement for General Counsel Services with Sloan Sakai Yeung & Wong LLP, A Professional Corporation](#): See staff report.

Recommendation: Adopt Resolution **20-36**.

12. [Grass Valley, Nevada City, Town of Truckee, and Nevada County Subrecipient Agreements for FY 2020/21](#): See staff report.

Recommendation: Adopt Resolution **20-37**.

INFORMATIONAL ITEMS

13. Correspondence
 - A. [Betty T. Yee, California State Controller, Fiscal Year 2019-20 Third Quarter State Transit Assistance Allocation](#), File 1370.0, 6/3/2020.
 - B. [Betty T. Yee, California State Controller, Fiscal Year 2019-20 State of Good Repair Program Third Allocation](#), File 370.2.1, 6/1/2020.

- 14. [Executive Director's Report](#)

- 15. [Project Status Report:](#)
Caltrans Projects: Report submitted by Sam Vandell, Caltrans District 3 Project Manager for Nevada County.

CLOSED SESSION

- 16. Closed Session: Pursuant to Government Code Section 54947, Public Employee Performance Evaluation of the Executive Director, Daniel B. Landon.

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 16, 2020, via Zoom webinar.

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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2020 MEETING SCHEDULE

JANUARY 29, 2020	<u>Grass Valley</u>
MARCH 18, 2020	<u>Cancelled</u>
APRIL 15, 2020 <i>Special Meeting</i>	<u>Online Webinar</u>
MAY 6, 2020 <i>Special Meeting</i>	<u>Online Webinar</u>
MAY 20, 2020	<u>Online Webinar</u>
JUNE 24, 2020 <i>Special Meeting</i>	<u>Online Webinar</u>
JULY 15, 2020	<u>Online Webinar</u>
SEPTEMBER 16, 2020	<u>Online Webinar</u>
NOVEMBER 18, 2020	<u>Online Webinar</u>

NCTC meetings are held at the following locations:

Nevada County Eric Rood Center
Board of Supervisors Chambers
950 Maidu Avenue - First Floor
Nevada City, CA

Grass Valley City Hall
Council Chambers
125 East Main Street
Grass Valley, CA

Truckee Town Hall
Town Council Chambers
10183 Truckee Airport Road
Truckee, CA

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		

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

TOWN OF TRUCKEE (5805) LTF

16.62%

Cash Balance 04/01/20	\$310,888.81
Additions	\$30,670.56
Deductions	<u>\$0.00</u>
Cash Balance 04/30/20	\$341,559.37
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$475,044.12
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$520,143.00</u>
AMOUNT TO BE ALLOCATED	\$995,187.12
 Total Amount of Approved Allocations	 <u>\$461,105.00</u>
BALANCE Available for Allocation	\$534,082.12

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-17	Transit/Paratransit Operations	\$461,105.00	\$497,122.00	-\$36,017.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 04/01/20	\$170,448.16
Additions	\$3,965.27
Deductions	<u>\$0.00</u>
Cash Balance 04/30/20	\$174,413.43

Budget and Allocations

Fund Balance 6/30/19	\$249,486.57
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$67,247.00</u>
AMOUNT TO BE ALLOCATED	\$316,733.57

Total Amount of Approved Allocations	<u>\$125,000.00</u>
BALANCE Available for Allocation	\$191,733.57

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/18/18 18-25	Grass Valley Wolf Creek Trail	\$125,000.00	\$125,000.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

NEVADA COUNTY (5807) LTF

67.32%

Cash Balance 04/01/20	\$3,143,085.26
Additions	\$124,255.50
Deductions	<u>\$1,151,910.00</u>
Cash Balance 04/30/20	\$2,115,430.76
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$4,128,939.44
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$2,107,255.00</u>
AMOUNT TO BE ALLOCATED	\$6,236,194.44
 Total Amount of Approved Allocations	 <u>\$3,521,507.00</u>
BALANCE Available for Allocation	\$2,714,687.44

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-19	Transit/Paratransit Operations	\$3,521,507.00	\$3,521,507.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

GRASS VALLEY (5808) LTF

12.91%

Cash Balance 04/01/20	\$0.00
Additions	\$23,830.61
Deductions	<u>\$23,830.61</u>
Cash Balance 04/30/20	\$0.00

Budget and Allocations

Fund Balance 6/30/19	\$53,594.35
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$404,145.00</u>
AMOUNT TO BE ALLOCATED	\$457,739.35

Total Amount of Approved Allocations	<u>\$457,739.00</u>
BALANCE Available for Allocation	\$0.35

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-13	Transit/Paratransit Operations	\$457,739.00	\$332,285.58	\$125,453.42

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

NEVADA CITY (5809) LTF

3.16%

Cash Balance 04/01/20	\$0.00
Additions	\$5,826.55
Deductions	<u>\$5,826.55</u>
Cash Balance 04/30/20	\$0.00

Budget and Allocations

Fund Balance 6/30/19	\$13,325.75
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$98,813.00</u>
AMOUNT TO BE ALLOCATED	\$112,138.75

Total Amount of Approved Allocations	<u>\$112,138.00</u>
BALANCE Available for Allocation	\$0.75

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-14	Transit/Paratransit Operations	\$112,138.00	\$81,465.31	\$30,672.69

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 04/01/20	\$56,759.15
Additions	\$9,714.91
Deductions	<u>\$0.00</u>
Cash Balance 04/30/20	\$66,474.06

Budget and Allocations

Fund Balance 6/30/19	\$121,784.36
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$164,756.00</u>
AMOUNT TO BE ALLOCATED	\$286,540.36
Total Amount of Approved Allocations	<u>\$164,756.00</u>
BALANCE Available for Allocation	\$121,784.36

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-19	Nevada County Paratransit Operations	\$137,380.00	\$141,742.00	-\$4,362.00
4/15/20 20-17	Truckee Paratransit Operations	\$27,376.00	\$28,669.00	-\$1,293.00
	TOTAL	\$164,756.00	\$170,411.00	-\$5,655.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

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

Cash Balance 04/01/20	\$80,922.71
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 04/30/20	\$80,922.71
Amount Approved for Projects	\$66,927.34
Interest Accrued*	<u>\$13,995.37</u>
Total Available	\$80,922.71

DATE/RESO	PROJECT	AMOUNT AVAILABLE FOR THE PROJECT	TTD ACTIVITY	BALANCE
9/18/13 13-32	NextBus Technology	\$149,390.30	\$82,462.96	\$66,927.34

*In order for Truckee to utilize the interest earned, a project change request will have to be submitted to the state.

Nevada County Transportation Commission
Monthly Financial Report FY 2019/20

APRIL

NCTC Administration & Planning (6327)

Cash Balance 04/01/20	\$184,473.13
Additions	\$78,051.60
Deductions	<u>\$73,028.68</u>
Cash Balance 04/30/20	\$189,496.05

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/19	\$137,906
Estimated Revenue	<u>\$1,342,447</u>
AVAILABLE FOR ALLOCATION	\$1,480,353
Total of Approved Allocations	<u>\$1,342,447</u>
BALANCE AVAILABLE FOR ALLOCATION	\$137,906

W.E.	DESCRIPTION	Allocation	YTD Activity	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$174,914.05	\$135,808.21	\$39,105.84	77.64%
	Indirect	\$34,068.38	\$20,357.12	\$13,711.26	59.75%
	Consultant Human Resources	\$5,000.00	\$3,867.50	\$1,132.50	77.35%
1.2	<u>TDA Admin.</u>				
	NCTC Staff	\$178,809.40	\$136,250.11	\$42,559.29	76.20%
	Indirect	\$34,827.09	\$20,154.09	\$14,673.00	57.87%
	Fiscal Audit	\$43,740.00	\$42,000.00	\$1,740.00	96.02%
2.1	<u>Regional Transportation Plan</u>				
	NCTC Staff	\$92,316.12	\$68,873.66	\$23,442.46	74.61%
	Indirect	\$21,165.07	\$9,523.35	\$11,641.72	45.00%
	Traffic Engineering	\$10,000.00	\$4,900.00	\$5,100.00	49.00%
	Local Agency	\$30,000.00	\$8,677.62	\$21,322.38	28.93%
	Traffic Counts	\$19,010.76	\$11,897.56	\$7,113.20	62.58%
2.1.2	<u>RTP Implementation VMT Thresholds</u>				
	NCTC Staff	\$1,970.36	\$2,149.48	(\$179.12)	109.09%
	Consultant	\$38,173.14	\$11,648.13	\$26,525.01	30.51%
2.1.4	<u>Truckee Big Data Daily VMT Analysis</u>				
	NCTC Staff	\$9,359.19	\$3,402.83	\$5,956.36	36.36%
	Consultant	\$36,942.00	\$20,452.24	\$16,489.76	55.36%
2.1.5	<u>Regional Traffic Model Update</u>				
	NCTC Staff	\$5,020.11	\$361.53	\$4,658.58	\$0.07
	Consultant	\$70,000.00	\$0.00	\$70,000.00	\$0.00
2.2	<u>Transportation Improvement Program</u>				
	NCTC Staff	\$56,613.53	\$41,824.43	\$14,789.10	73.88%
	Indirect	\$14,050.69	\$6,594.23	\$7,456.46	46.93%
2.2.2	<u>GV SR 174-20 Intersection Analysis</u>				
	NCTC Staff	\$7,762.79	\$7,670.82	\$91.97	98.82%
	Consultant	\$61,960.67	\$20,314.10	\$41,646.57	32.79%
2.2.3	<u>Nevada City SR 49 Multimodal Corridor Plan</u>				
	NCTC Staff	\$7,762.79	\$7,608.88	\$153.91	98.02%
	Consultant	\$59,847.47	\$29,237.89	\$30,609.58	48.85%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$42,643.61	\$30,204.27	\$12,439.34	70.83%
	Indirect	\$11,724.20	\$5,365.66	\$6,358.54	45.77%
2.3.1	<u>Western Nevada County Transit Development Plan</u>				
	NCTC Staff	\$10,415.88	\$7,573.49	\$2,842.39	72.71%
	Consultant	\$80,000.00	\$0.00	\$80,000.00	0.00%
2.3.2	<u>NevCo Coordinated Public Transit-Human Services Plan Update</u>				
	NCTC Staff	\$7,134.96	\$6,005.03	\$1,129.93	84.16%
	Consultant	\$50,000.00	\$0.00	\$50,000.00	0.00%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$75,585.78	\$59,385.88	\$16,199.90	78.57%
	Indirect	\$16,677.56	\$7,869.22	\$8,808.34	47.18%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	100.00%
	Statewide Local Streets and Roads Needs Assessment	\$593.00	\$593.00	\$0.00	100.00%
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$10,040.22	\$4,961.26	\$5,078.96	49.41%
	ALUC Reviews	\$15,000.00	\$414.03	\$14,585.97	2.76%
	Contingency	\$7,318.21		\$7,318.21	0.00%
	TOTAL ALL WORK ELEMENTS	\$1,342,447.03	\$737,945.62	\$604,501.41	54.97%

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

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 04/01/20	\$918,650.33
Additions	\$126,351.45
Deductions	<u>\$0.00</u>
Cash Balance 04/30/20	\$1,045,001.78

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2019/20**

JURISDICTION	RTMF COLLECTED/ EXPENDED 2000/01 - 2018/19	RTMF COLLECTED/ EXPENDED 2019/20	TOTAL RTMF COLLECTED/ EXPENDED
Grass Valley	\$2,193,140.06	\$42,393.35	\$2,235,533.41
Nevada City	\$125,645.00	\$0.00	\$125,645.00
Nevada County	\$3,909,593.43	\$539,119.19	\$4,448,712.62
Total	\$6,228,378.49	\$581,512.54	\$6,809,891.03
Interest	\$182,772.77	\$10,275.76	\$193,048.53
Expenditures	\$5,957,937.79	\$0.00	\$5,957,937.79
TOTAL	\$453,213.48	\$591,788.30	\$1,045,001.78

RTMF ALLOCATIONS

	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION AS OF 7/1/19	EXPENDED YTD	BALANCE
5/15/19 Reso 19-20	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 Intersection	\$1,500,000.00	\$1,026,057.28	\$473,942.72	\$0.00	\$473,942.72
TOTAL		\$5,891,462.84	\$2,286,318.82	\$3,605,144.02	\$0.00	\$3,605,144.02

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 04/01/20	\$2,579,347.98
Additions	\$0.00
Deductions	<u>\$127,881.00</u>
Cash Balance 04/30/20	\$2,451,466.98
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$2,143,242.02
Estimated STA Revenue	\$909,964.00
AMOUNT TO BE ALLOCATED	\$3,053,206.02
 Total Approved Allocations	 <u>\$642,731.00</u>
BALANCE Available for Allocation	\$2,410,475.02

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-19	Nevada County Transit/Paratransit Services	\$127,881.00	\$127,881.00	\$0.00
4/15/20 20-17	Truckee Transit/Paratransit Services	\$514,850.00	\$0.00	\$514,850.00
	TOTAL	\$642,731.00	\$127,881.00	\$514,850.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

APRIL

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 04/01/20	\$1,138,755.51
Additions	\$1,126,371.00
Deductions	<u>\$0.00</u>
Cash Balance 04/30/20	\$2,265,126.51
<u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$3,841,081.30
Estimated RSTP Revenue	<u>\$1,126,371.00</u>
AMOUNT TO BE ALLOCATED	\$4,967,452.30
Total Amount of Approved Allocations	<u>\$2,966,289.00</u>
BALANCE Available for Allocation	\$2,001,163.30

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY	BALANCE
3/21/18 18-12	GV 2018 Street Rehab \$260,227 reallocated to Wolf Creek Trail Reso 18-39	\$686,909.00	\$0.00	\$426,682.00	\$426,682.00	\$0.00
9/19/18 18-39	GV Wolf Creek Trail Phase 1	\$400,000.00	\$0.00	\$400,000.00	\$400,000.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Drainage & Shoulder Maintenance	\$152,484.00	\$0.00	\$152,484.00	\$152,484.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 General Maintenance	\$1,189,449.00	\$0.00	\$1,189,449.00	\$1,189,449.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass	\$160,000.00	\$0.00	\$160,000.00	\$0.00	\$160,000.00
5/15/19 19-11	Nev Co 2019/20 Combie Road Corridor Improvements	\$583,174.00	\$0.00	\$583,174.00	\$583,174.00	\$0.00
1/29/20 20-10	NCTC SR 174/20 Intersection Anaylsis	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00
1/29/20 20-10	NCTC SR 49 Multimodal Corridor Plan	\$34,500.00	\$0.00	\$34,500.00	\$0.00	\$34,500.00
	TOTAL	\$3,226,516.00	\$0.00	\$2,966,289.00	\$2,751,789.00	\$214,500.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

TOWN OF TRUCKEE (5805) LTF

16.62%

Cash Balance 05/01/20	\$341,559.37
Additions	\$357,039.26
Deductions	<u>\$0.00</u>
Cash Balance 05/31/20	\$698,598.63
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$475,044.12
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$520,143.00</u>
AMOUNT TO BE ALLOCATED	\$995,187.12
 Total Amount of Approved Allocations	 <u>\$461,105.00</u>
BALANCE Available for Allocation	\$534,082.12

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-17	Transit/Paratransit Operations	\$461,105.00	\$461,105.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 05/01/20	\$174,413.43
Additions	\$3,897.61
Deductions	<u>\$0.00</u>
Cash Balance 05/31/20	\$178,311.04

Budget and Allocations

Fund Balance 6/30/19	\$249,486.57
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$67,247.00</u>
AMOUNT TO BE ALLOCATED	\$316,733.57

Total Amount of Approved Allocations	<u>\$125,000.00</u>
BALANCE Available for Allocation	\$191,733.57

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/18/18 18-25	Grass Valley Wolf Creek Trail	\$125,000.00	\$125,000.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

NEVADA COUNTY (5807) LTF

67.32%

Cash Balance 05/01/20	\$2,115,430.76
Additions	\$122,135.50
Deductions	<u>\$0.00</u>
Cash Balance 05/31/20	\$2,237,566.26
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$4,128,939.44
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$2,107,255.00</u>
AMOUNT TO BE ALLOCATED	\$6,236,194.44
 Total Amount of Approved Allocations	 <u>\$3,521,507.00</u>
BALANCE Available for Allocation	\$2,714,687.44

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-19	Transit/Paratransit Operations	\$3,521,507.00	\$3,521,507.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

GRASS VALLEY (5808) LTF

12.91%

Cash Balance 05/01/20	\$0.00
Additions	\$23,424.02
Deductions	<u>\$23,424.02</u>
Cash Balance 05/31/20	\$0.00

Budget and Allocations

Fund Balance 6/30/19	\$53,594.35
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$404,145.00</u>
AMOUNT TO BE ALLOCATED	\$457,739.35

Total Amount of Approved Allocations	<u>\$457,739.00</u>
BALANCE Available for Allocation	\$0.35

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-13	Transit/Paratransit Operations	\$457,739.00	\$355,709.60	\$102,029.40

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

NEVADA CITY (5809) LTF

3.16%

Cash Balance 05/01/20	\$0.00
Additions	\$5,727.14
Deductions	<u>\$5,727.14</u>
Cash Balance 05/31/20	\$0.00

Budget and Allocations

Fund Balance 6/30/19	\$13,325.75
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$98,813.00</u>
AMOUNT TO BE ALLOCATED	\$112,138.75
 Total Amount of Approved Allocations	 <u>\$112,138.00</u>
BALANCE Available for Allocation	\$0.75

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-14	Transit/Paratransit Operations	\$112,138.00	\$87,192.45	\$24,945.55

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 05/01/20	\$66,474.06
Additions	\$10,842.15
Deductions	<u>\$0.00</u>
Cash Balance 05/31/20	\$77,316.21

Budget and Allocations

Fund Balance 6/30/19	\$121,784.36
Revenue Revised Findings Auditor-Controller Reso 20-11 4/15/2020	<u>\$164,756.00</u>
AMOUNT TO BE ALLOCATED	\$286,540.36
Total Amount of Approved Allocations	<u>\$164,756.00</u>
BALANCE Available for Allocation	\$121,784.36

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-19	Nevada County Paratransit Operations	\$137,380.00	\$141,742.00	-\$4,362.00
4/15/20 20-17	Truckee Paratransit Operations	\$27,376.00	\$27,376.00	\$0.00
	TOTAL	\$164,756.00	\$169,118.00	-\$4,362.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

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

Cash Balance 05/01/20	\$80,922.71
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 05/31/20	\$80,922.71
Amount Approved for Projects	\$66,927.34
Interest Accrued*	<u>\$13,995.37</u>
Total Available	\$80,922.71

DATE/RESO	PROJECT	AMOUNT AVAILABLE FOR THE PROJECT	TTD ACTIVITY	BALANCE
9/18/13 13-32	NextBus Technology	\$149,390.30	\$82,462.96	\$66,927.34

*In order for Truckee to utilize the interest earned, a project change request will have to be submitted to the state.

Nevada County Transportation Commission
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MAY

NCTC Administration & Planning (6327)

Cash Balance 05/01/20	\$189,496.05
Additions	\$45,072.56
Deductions	<u>\$145,816.96</u>
Cash Balance 05/31/20	\$88,751.65

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/19	\$137,906
Estimated Revenue	<u>\$1,342,447</u>
AVAILABLE FOR ALLOCATION	\$1,480,353
Total of Approved Allocations	<u>\$1,342,447</u>
BALANCE AVAILABLE FOR ALLOCATION	\$137,906

W.E.	DESCRIPTION	Allocation	YTD Activity	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$174,914.05	\$155,341.16	\$19,572.89	88.81%
	Indirect	\$34,068.38	\$21,669.47	\$12,398.91	63.61%
	Consultant Human Resources	\$5,000.00	\$3,867.50	\$1,132.50	77.35%
1.2	<u>TDA Admin.</u>				
	NCTC Staff	\$178,809.40	\$155,970.50	\$22,838.90	87.23%
	Indirect	\$34,827.09	\$21,486.66	\$13,340.43	61.70%
	Fiscal Audit	\$43,740.00	\$43,740.00	\$0.00	100.00%
2.1	<u>Regional Transportation Plan</u>				
	NCTC Staff	\$92,316.12	\$80,947.55	\$11,368.57	87.69%
	Indirect	\$21,165.07	\$10,301.50	\$10,863.57	48.67%
	Traffic Engineering	\$10,000.00	\$4,900.00	\$5,100.00	49.00%
	Local Agency	\$30,000.00	\$16,177.62	\$13,822.38	53.93%
	Traffic Counts	\$19,010.76	\$12,159.79	\$6,850.97	63.96%
2.1.2	<u>RTP Implementation VMT Thresholds</u>				
	NCTC Staff	\$1,970.36	\$2,145.40	(\$175.04)	108.88%
	Consultant	\$38,173.14	\$14,756.44	\$23,416.70	38.66%
2.1.4	<u>Truckee Big Data Daily VMT Analysis</u>				
	NCTC Staff	\$9,359.19	\$3,623.81	\$5,735.38	38.72%
	Consultant	\$36,942.00	\$20,452.24	\$16,489.76	55.36%
2.1.5	<u>Regional Traffic Model Update</u>				
	NCTC Staff	\$5,020.11	\$2,647.96	\$2,372.15	\$0.53
	Consultant	\$70,000.00	\$34,088.71	\$35,911.29	\$0.49
2.2	<u>Transportation Improvement Program</u>				
	NCTC Staff	\$56,613.53	\$48,006.04	\$8,607.49	84.80%
	Indirect	\$14,050.69	\$7,031.79	\$7,018.90	50.05%
2.2.2	<u>GV SR 174-20 Intersection Analysis</u>				
	NCTC Staff	\$7,762.79	\$8,402.39	(\$639.60)	108.24%
	Consultant	\$61,960.67	\$37,060.15	\$24,900.52	59.81%
2.2.3	<u>Nevada City SR 49 Multimodal Corridor Plan</u>				
	NCTC Staff	\$7,762.79	\$8,093.97	(\$331.18)	104.27%
	Consultant	\$59,847.47	\$22,346.86	\$37,500.61	37.34%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$42,643.61	\$34,761.74	\$7,881.87	81.52%
	Indirect	\$11,724.20	\$5,751.31	\$5,972.89	49.06%
2.3.1	<u>Western Nevada County Transit Development Plan</u>				
	NCTC Staff	\$10,415.88	\$8,645.49	\$1,770.39	83.00%
	Consultant	\$80,000.00	\$3,990.66	\$76,009.34	4.99%
2.3.2	<u>NevCo Coordinated Public Transit-Human Services Plan Update</u>				
	NCTC Staff	\$7,134.96	\$6,976.81	\$158.15	97.78%
	Consultant	\$50,000.00	\$1,962.79	\$48,037.21	3.93%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$75,585.78	\$66,874.75	\$8,711.03	88.48%
	Indirect	\$16,677.56	\$8,435.72	\$8,241.84	50.58%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	100.00%
	Statewide Local Streets and Roads Needs Assessment	\$593.00	\$593.00	\$0.00	100.00%
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$10,040.22	\$7,197.11	\$2,843.11	71.68%
	ALUC Reviews	\$15,000.00	\$414.03	\$14,585.97	2.76%
	Contingency	\$7,318.21		\$7,318.21	0.00%
	TOTAL ALL WORK ELEMENTS	\$1,342,447.03	\$882,820.92	\$459,626.11	65.76%

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

**Nevada County Transportation Commission
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MAY

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 05/01/20	\$1,045,001.78
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 05/31/20	\$1,045,001.78

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2019/20**

JURISDICTION	RTMF COLLECTED/ EXPENDED 2000/01 - 2018/19	RTMF COLLECTED/ EXPENDED 2019/20	TOTAL RTMF COLLECTED/ EXPENDED
Grass Valley	\$2,193,140.06	\$42,393.35	\$2,235,533.41
Nevada City	\$125,645.00	\$0.00	\$125,645.00
Nevada County	\$3,909,593.43	\$539,119.19	\$4,448,712.62
Total	\$6,228,378.49	\$581,512.54	\$6,809,891.03
Interest	\$182,772.77	\$10,275.76	\$193,048.53
Expenditures	\$5,957,937.79	\$0.00	\$5,957,937.79
TOTAL	\$453,213.48	\$591,788.30	\$1,045,001.78

RTMF ALLOCATIONS

	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION AS OF 7/1/19	EXPENDED YTD	BALANCE
5/15/19 Reso 19-20	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 Intersection	\$1,500,000.00	\$1,026,057.28	\$473,942.72	\$0.00	\$473,942.72
TOTAL		\$5,891,462.84	\$2,286,318.82	\$3,605,144.02	\$0.00	\$3,605,144.02

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 05/01/20	\$2,451,466.98
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 05/31/20	\$2,451,466.98

Budget and Allocations

Fund Balance 6/30/19	\$2,143,242.02
Estimated STA Revenue	\$909,964.00
AMOUNT TO BE ALLOCATED	\$3,053,206.02

Total Approved Allocations	<u>\$642,731.00</u>
BALANCE Available for Allocation	\$2,410,475.02

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
4/15/20 20-19	Nevada County Transit/Paratransit Services	\$127,881.00	\$127,881.00	\$0.00
4/15/20 20-17	Truckee Transit/Paratransit Services	\$514,850.00	\$0.00	\$514,850.00
	TOTAL	\$642,731.00	\$127,881.00	\$514,850.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2019/20**

MAY

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 05/01/20	\$2,265,126.51
Additions	\$0.00
Deductions	\$0.00
Cash Balance 05/31/20	\$2,265,126.51
<u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$3,841,081.30
Estimated RSTP Revenue	<u>\$1,126,371.00</u>
AMOUNT TO BE ALLOCATED	\$4,967,452.30
Total Amount of Approved Allocations	<u>\$2,966,289.00</u>
BALANCE Available for Allocation	\$2,001,163.30

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY	BALANCE
3/21/18 18-12	GV 2018 Street Rehab \$260,227 reallocated to Wolf Creek Trail Reso 18-39	\$686,909.00	\$0.00	\$426,682.00	\$426,682.00	\$0.00
9/19/18 18-39	GV Wolf Creek Trail Phase 1	\$400,000.00	\$0.00	\$400,000.00	\$400,000.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Drainage & Shoulder Maintenance	\$152,484.00	\$0.00	\$152,484.00	\$152,484.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 General Maintenance	\$1,189,449.00	\$0.00	\$1,189,449.00	\$1,189,449.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass	\$160,000.00	\$0.00	\$160,000.00	\$0.00	\$160,000.00
5/15/19 19-11	Nev Co 2019/20 Combie Road Corridor Improvements	\$583,174.00	\$0.00	\$583,174.00	\$583,174.00	\$0.00
1/29/20 20-10	NCTC SR 174/20 Intersection Anaylsis	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00
1/29/20 20-10	NCTC SR 49 Multimodal Corridor Plan	\$34,500.00	\$0.00	\$34,500.00	\$0.00	\$34,500.00
TOTAL		\$3,226,516.00	\$0.00	\$2,966,289.00	\$2,751,789.00	\$214,500.00

JAN ARBUCKLE – Grass Valley City Council
 ANDREW BURTON – Member-At-Large, Chair
 CAROLYN WALLACE DEE – Town of Truckee
 ANN GUERRA – Member-At-Large
 SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
 ED SCOFIELD – Nevada County Board of Supervisors
 DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
 MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

MINUTES OF NCTC MEETING May 20, 2020

An online meeting of the Nevada County Transportation Commission (NCTC) was held via teleconference, in light of COVID-19 restrictions on public gatherings, on Wednesday, May 20, 2020. The meeting was held 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
 Andy Burton
 Carolyn Wallace Dee
 Ann Guerra
 Susan Hoek
 *Ed Scofield
 *Duane Strawser

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

Standing Orders: Chair Burton convened the Nevada County Transportation Commission meeting at 9:32 a.m.

Pledge of Allegiance
 Roll Call

PUBLIC COMMENT: An email was submitted by Karen Ahrens, with Property Associates Management Company in Grass Valley. The email stated:

“I have been notified by Aaron at DOT that the Highway 20 project is moving forward for 2021. That is great news. I spoke at the NCTC meeting a year ago about my concern that current signage for our turnouts on this section of Highway 20 above Nevada City is ineffective. Most slow driving vehicles drive right past them, thinking that they are for people who need to stop for some other reason, not to allow safe passing for the many vehicles behind them.

“I realize this upcoming project is specifically for two small sections of the highway, but thankfully, turnouts are included in this plan. If proper signage to educate drivers to use the turnouts is included in the project, it will make a big difference. In addition, I will add that we have a handful of other turnouts on this highway section that are not well maintained, and simply have a sign that says “turnout”. That can hopefully be improved in the future with better signage to encourage their proper usage for slower moving vehicles. Thanks for your time. Sincerely, Karen Ahrens.”

CONSENT ITEMS

1. Financial Reports
February and March 2020
2. NCTC Minutes
April 15, 2020 NCTC Meeting Minutes
May 6, 2020 NCTC Meeting Minutes
3. Revised Findings of Apportionment for FY 2020/21
Resolution 20-21
4. Regional Surface Transportation Program (RSTP) Bid Targets for FY 2019/20
Approve Bid Target table
5. Update to the NCTC Personnel Manual
Resolution 20-22

ACTION: Approved Consent Items by roll call vote

MOTION: Dee / SECOND: Arbuckle

AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield

ABSTAIN: None

ABSENT: Strawser

INFORMATIONAL ITEMS

6. Correspondence
 - A. Betty T. Yee, California State Controller, Fiscal Year 2019-20 Second Quarter State Transit Assistance Allocation, File 1370.0, 3/12/2020.
 - B. Betty T. Yee, California State Controller, Fiscal Year 2019-20 State of Good Repair Program Second Allocation, File 370.2.1, 3/12/2020.
 - C. Wendy King, Office of Transit Grants and Contracts, FTA 5310 FY 2019 Approved Projects, File 1430.4, 3/30/2020.
 - D. California Department of Tax and Fee Administration, April 2020 Local & District Tax Advance Payment, 4/22/2020.

There were no comments on the Correspondence.

7. Executive Director's Report
 - Senate Bill 743 Vehicle Miles Traveled Methodology and Threshold Recommendation Study

- Western Nevada County Transit Development Plan and Nevada County Coordinated Public Transit – Human Services Transportation Plan Updates

Deputy Executive Director Mike Woodman reported that the Western Nevada County Transit Development Plan is a five-year analysis, and a projection of transit services and improvements. It takes a look at the existing public transportation system in Western Nevada County, along with other private and nonprofit transportation providers, and looks at existing gaps in transportation services. Staff will analyze that system, identify any needs for operating, as well as capital, and then look at the financial aspects, and come up with a five-year plan, a blueprint for Gold Country Stage and the paratransit services here in Western County.

The Nevada County Coordinated Public Transit – Human Services Transportation Plan is a planning document to identify gaps in transportation service needs. It is a requirement for Federal Transit Administration grant funding that Transit Services will be seeking. It will identify capital needs, as well as any operating needs that can be used to apply for federal grant funding. The projects are just getting underway. Staff is in the data collection phase of the projects, and working with the consultants to modify public outreach plans to do online surveys and Zoom meetings.

There may be potential impacts over the short run of the next year to two years, in relation to transit revenue, due to the downturn in the economy. Although there are some federal and state efforts underway to get some emergency funding for transit, staff will monitor how the COVID-19 impact ripples through the next couple of years, in terms of providing transit services. People are starting to look into those issues and make some forecasts. Educated assumptions can be made based on the information that is coming out in real time. Staff may delay implementation of some expansions to services for a year or two to let the financial situation settle out.

- State Route 49 Corridor Plan and Roadside Safety Audit

Executive Director Landon reported the Roadside Safety Audit was conducted a couple of months ago and the consulting firm is currently putting together a draft report about the corridor. The public draft will be out in another couple of weeks. Staff will set up an online meeting of the State Route 49 Stakeholders Committee to give our local citizens an opportunity to review and comment.

Deputy Executive Director Woodman reported the safety audit for State Route 49 is part of a coordinated effort between Caltrans and NCTC to focus on improving safety in the corridor. Caltrans initiated the safety audit prior to the recent fatal accidents. This safety audit will identify some improvements, short term and long term, and update the Corridor System Management Plan for State Route 49, expanding it to include the whole corridor through Placer County. Armed with that information, staff plans to work with the public and also reach out with our state and elected officials to garner support for improvements in this corridor and work towards getting as many improvements funded as we can. Staff will include using social media to expand public outreach.

8. Project Status Reports

A. Caltrans Project Report

Caltrans District 3 Project Manager Sam Vandell reviewed the May Caltrans Project Status Report.

The Highway 20 Omega Curve Correction Project is a safety project, but also identifies an operational need. Caltrans is putting in turnouts with this project. They have completed the environmental phase of the project and are moving on to the design phase. Target completion for the design phase is June 2021.

Another project, 0H660, Special Ops, is adding left turn pockets at Conservation and at Washington Road, along with a couple of turnouts as well. Caltrans is looking at the opportunity to combine this project with the Omega Curve project at the time of award to advertise the projects.

Chair Burton commented that he is pleased that there are plans to reroute and rebuild the Pioneer Trail systems that are affected by the Omega Curve project. Executive Director Landon said staff is coordinating with the US Forest Service to do those. Chair Burton described it as a phenomenal trail that perhaps not many people have taken advantage of. He is pleased that the trail aspect of this project is well within Caltrans' sights because it is a very special and unique trail system, and he is glad that it is going to be preserved. Mr. Vandell replied he appreciated that and wanted to give kudos to Caltrans environmental staff. They worked very closely with the Forest Service to get those redesigned and completed in such a way that it stays with the current nature of those trails. They are great trails and they want to make sure they continue to be a great value to the public.

The next project update is for 4E170, the Nevada 49 Corridor Improvement Project. Caltrans has been working closely with NCTC Deputy Executive Director Mike Woodman, Caltrans environmental staff, and with the Environmental Protection Agency (EPA) and the Federal Highway Administration (FHWA). Caltrans is looking to get the exception for the air conformity completed. Mr. Woodman has submitted documentation to get that done and completed, and staff has verbal confirmation from EPA headquarters, Caltrans headquarters, and FHWA.

Mr. Vandell said they are working closely with Caltrans environmental staff to get everything in line for the Federal Emergency Management Agency (FEMA) documentation to proceed with the FEMA portion of the draft environmental document, which has a date of October, and with a final PA&ED with the final environmental document in April of 2021. Caltrans will hold a public meeting after the draft environmental document is completed sometime in late October or early November. The public meeting may be online depending on the status of the COVID-19 response.

The next project update is for 3F680, ADA Upgrades. Caltrans is working with Grass Valley and getting the completion of the relinquishment for Highway 174. Caltrans is finalizing paperwork to submit to the legislature for them to review the relinquishment. Mr. Vandell said hopefully at that point, they'll be able to complete the environmental document.

Mr. Vandell referred to the comments from the public regarding the trees at the Banner overcrossing. He said Shelley Pangman called and said the work started yesterday. They anticipate a couple of weeks for completion.

Mr. Vandell referred to questions on the fuel reduction proposals that Caltrans was doing on Highway 49 and Highway 20. That was a grant from FEMA, but the federal government has put a pause on grants from FEMA right now. Caltrans has been placed on hold by management and headquarters until they get word on that. The actual work has been identified, from Highway 49 at the east end of Nevada City up to Sierra City, and then Highway 20 from that point up to Highway 80. No anticipated work has been identified on the stretch of Highway 20 from Penn Valley to Grass Valley. The fuel reduction work would include removing under-story brush and small trees, thinning over-story trees to create a 10 foot crown spacing and removing limbs up to 12 feet in height. Once they get the completed grant from FEMA, they will provide much better detail on exactly what is being done.

**At this point, Commissioner Strawser joined the meeting and Commissioner Scofield left the meeting.*

B. Nevada County Transit

Transit Manager Robin Van Valkenburg reviewed the Nevada County Transit reports.

The Gold Country Stage and Gold Country Lift operations report covers the months of January through April. January and February were up over the prior year in ridership farebox.

As a result of the COVID-19 pandemic, ridership in March took a slight hit, but ridership in April took a significant hit. Although people are staying at home, Transit is still maintaining services. They reduced some service but they continued to run three trips a day to Auburn for the regional commuter route. That was done based on the needs of people utilizing essential services in Auburn and Placer County.

Mr. Van Valkenburg said they are sanitizing the buses on a nightly basis. Drivers have disinfectant spray and wipes in the vehicles, and they are wiping down during the day. There is social distance seating on the vehicles, the two seats behind the driver are closed off and every other seat in the vehicle is closed off. That is a significant reduction in capacity on the vehicles, and also a reduction in services. On the flip side of that, they are partnering with Freed, Area 4 Agency on Aging, and with a FEMA program called Great Plates, providing meal delivery services for low income seniors and disabled persons who are eligible for the various programs. The Meals on Wheels Freed programs have been going for about a week. While they are not providing the normal typical services to the communities, they are working to meet the rapidly changing needs of the community for different types of services. They will continue free fare services, at least through June.

Their transit services have seen an even more significant hit of approximately 85% to 90% ridership loss. They went from about 120 trips a day to about 30 trips a day. However, they have had the ability to provide some services, such as the senior Dial-A-Ride pilot program that provides transportation for seniors 65 and older that don't qualify for ADA services. He said the program has low ridership, typically none or one person utilizing the senior Dial-A-Ride service, the most being four in one day.

Chair Burton said he participates in the Area 4 Agency on Aging Governing Board and would

like to have a conversation about coordinating with other local senior service agencies regarding transportation services. Commissioner Guerra and Commissioner Arbuckle also expressed an interest in being involved. Chair Burton expressed that there is not enough money allocated from Area 4 for transportation services, and given that the county is divided into Eastern and Western, that small amount of money gets divided between those two halves and what it leaves is there is not a strong transportation program for seniors in the county. Because of the way things are changing, if transit is being brought into the equation to any degree, some communication, some coordination across different agencies would be great to see how we can best take advantage of that opportunity. Commissioner Guerra and Mr. Van Valkenburg agreed.

Deputy Executive Director Mike Woodman commented he was on a webinar with the California Transit Association, and one of the things they were talking about was the big impacts associated with COVID-19, and riders staying at home and others worried that maybe it is not safe. They are emphasizing that transit operators do public outreach and let the public know what safety measures are being taken so people can feel more comfortable getting back on the bus. Mr. Van Valkenburg said that Transit Services is disinfecting vehicles, wiping down all the rails, all the seats on a nightly basis, and drivers are wiping down the touch points while on route, and wiping in between runs. Drivers are wearing masks, and passengers are encouraged to wear masks. The county position is they can strongly recommend, but not require passengers to wear masks. That has been in place since the end of March. Beyond that, they are happy to look at and implement what is reasonable for them to do. There are challenges at places like bus stops, where people are sitting side by side on a bus bench that is only six feet long. Therefore, you know they are not social distancing. He is not sure how much control they have over that aspect. But what they do have control over within their vehicles and with their personnel, they have implemented and are rigorous in maintaining those procedures. As the reopening occurs, they want to see what the demand may look like and the best ways to maintain social distancing going forward. One of the ideas is rather than reinstating normal service hours, utilizing those service hours, and instead adding frequency. Adding another vehicle where possible would provide two vehicles for capacity, rather than trying to place everybody in one, and then minimizing the safety protocols they have in place. As they move forward into this reopening phase, and see demand, they will be looking at this methodology to maintain safety within the system.

C. The Town of Truckee's Transit operations

Kelly Beede, Truckee Administrative Analyst II reviewed the Truckee TART Activity.

Truckee TART is seeing similar ridership decreases as Nevada County Transit, but it was mitigated by some service enhancements of extending hours and days, and adding a new regional night service route. April ridership is down about 65% from the beginning of the year. Similarly, Dial-A-Ride is significantly lower this year over last, down about 85%.

CDC flyers saying "COVID-19, stop the spread of germs" were posted around the shelters, offices, and on the buses. They did daily sanitizing of the buses and wiped down all of the surfaces. The area ski resorts closed March 15, and they continued operating the night service through the 1st of April. When they were seeing three to five one-way passenger trips over a 10-hour period between the regional TART and the Town of Truckee TART, it didn't make sense to continue operating. They suspended night service in partnership with the Placer County

Regional TART Service. In mid-April they reduced service further due to lower ridership, 8:00 a.m. to 6:00 p.m. on the weekdays, and 9:00 a.m. to 6:00 p.m. on the weekends. They did outreach to their Dial-A-Ride clients, letting them know they were still there to help get them to their essential services. They appreciate their paratransit services who are calling the Dial-A-Ride clients every week or so to check in on them and see if there is anything they need.

A rack card was created that outlined what their transit operator was doing to keep the buses as clean and safe as possible for riders, and safety protocols for the riders. They are requiring riders to wear masks, and if passengers did not board the bus with their own mask, one was provided. They have not had anybody decline wearing a mask. They cordoned off two rows behind the driver and then every other seat, and placed hand sanitizing stations at the busiest shelters. They received the foggers they had ordered, which they use to fog all of the buses about once a week, and have started installing plexiglass barriers. They have been pushing information out on social media, photographs of drivers cleaning the buses and helping passengers, to show the community what they are doing through their Facebook page and the TART Facebook page.

The Town will be a recipient of just over a \$100,000 in Phase One of the 55311 CARES Act funding, and they will keep an eye on the Phase Two funding.

Special events for June and July have been canceled, as well as the Truckee Thursdays shuttles. The Town has about \$200,000 of funding that needs to be used in either a disadvantaged community or low-income community area, and the area around Estates Drive near the senior apartments and the Truckee Pines affordable housing fits the bill for that, so they are putting in a grant to build a transit shelter on Estates Drive. It will likely start construction this summer. They have to use the funding pretty quickly or it goes back to the state, so they have been very quickly trying to get this project going, and the seniors will be very happy. The owners of the senior apartments have put in an application to build another facility across the street. This will be a great amenity for this location and will also serve that new development when it comes to fruition.

The Town Council has approved their new contract. Paratransit Services was the more qualified contractor, so they will be continuing as their operator. They've been doing a great job in Truckee. That will be a five-year contract plus two one-year contract extension options that the Town may exercise, so potentially a seven-year contract.

The Town Council approved the purchase of two all-wheel drive mini cutaway buses that will help support their transit operations.

The new contract starting July 1st will include ADA service for Placer County. It has been challenging for Placer County TART to provide that service, and Truckee appreciates the great partnership with them, so they collaborated with Placer County TART to provide their ADA service. Paratransit Services has done a great job of creating incentives for employees. They'll be paid a higher living wage, which is really important in Truckee, and they have done a great job of hiring local community members.

ACTION: None – Information only.

ACTION ITEMS

9. FY 2018/19 Fiscal and Compliance Audits

Robert D. Griffith, CPA of the accounting firm AGT, and Randall Burris, senior in charge of this year's audit, presented their report.

Mr. Griffith said there are financial statements for the Commission, for the County Transit Fund, for Truckee Transit Fund, and for the City of Grass Valley. There was no report for the City of Nevada City this year as there was no funding received this year to audit.

For the Commission, they expressed an unqualified opinion, which means that the assets, liabilities, revenues, and expenditures were all materially correct and presented in accordance with GAP. They had no issues of noncompliance and no issues of internal control, so a very clean report. He commented that Dan and his staff do an amazing job. He said it makes their job easy and they are happy to audit them because it is nice to have good audits.

The County Transit Fund had no findings as well. There was no noncompliance, there was no internal control issues. In addition, they also had reports on RSTP and PTMISEA funds, and there were no findings on those funds, they spent those funds in accordance with the relevant provisions for both of those. So again, a clean report for the County Transit.

Truckee Transit was audited in accordance with the TDA regulations for the TDA funds it received. It had PTMISEA funds and State of Good Repair funds. The report shows no noncompliance and no internal control issues.

Grass Valley received RTMF funds and some RSTP funds. They audited those funds in accordance with the provisions and found those funds were spent in compliance with provisions. For all the audits, there was no noncompliance, no internal control issues, everything was spent in accordance with the relevant guidelines. Mr. Griffith credited Dan and his staff who keep everybody on task and make sure they are spending the money the right way. He said Dan is very integral with the claimants during the year, and that's evident in these reports. Commissioner Dee agreed that Dan and his staff have consistently improved their systems and run clean every single audit, it is a rare thing and they are doing a great job. Mr. Griffith gave thanks to Administrative Services Officer Dale Sayles for stepping in over the last couple of years, learning the process and doing a great job. He said she definitely keeps the numbers in line which makes their job easy as well.

ACTION: Accepted the FY 2018/19 Fiscal and Compliance Audits by roll call vote

MOTION: Guerra / SECOND: Arbuckle

AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Strawser

ABSTAIN: None

ABSENT: Scofield

10. Final FY 2020/21 Overall Work Program
Resolution 20-23

Executive Director Landon reported that this annual work program and budgeting document has been developed in concert with the comments that were received from Caltrans. Member agencies have reviewed it and staff is prepared to move it forward. Staff expects in late June to receive an updated revenue estimate from the county auditor's office, so there may be an adjustment to this document at the July meeting.

ACTION: Adopted Resolution 20-23 by roll call vote
MOTION: Dee / SECOND: Strawser
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Strawser
ABSTAIN: None
ABSENT: Scofield

11. NCTC Lease Extension Agreement with Providence Park, LTD
Resolution 20-24

Executive Director Landon said staff has been in their current location now for 30 years, and everything is working well. Staff did a review of properties available in the area before coordinating with Providence Park. Providence Park provided staff with what Mr. Landon believes to be a very acceptable offer, and staff is prepared to recommend approval of this extension.

ACTION: Adopted Resolution 20-24 by roll call vote
MOTION: Dee / SECOND: Strawser
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Strawser
ABSTAIN: None
ABSENT: Scofield

12. Amendment 4 to the Professional Services Agreement with Fehr & Peers to Develop Senate Bill 743 Vehicle Miles Traveled Methodology and Thresholds Recommendations
Resolution 20-25

Executive Director Landon said the state has been changing some of the criteria related to implementing the Vehicle Miles Traveled methodology, and are updating things. Staff is requesting an extension of the agreement to give Fehr & Peers an opportunity to provide some additional consulting with member agencies so they can adopt their thresholds in accordance with the new state guidance.

ACTION: Adopted Resolution 20-25 by roll call vote
MOTION: Dee / SECOND: Arbuckle
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Strawser
ABSTAIN: None
ABSENT: Scofield

COMMISSION ANNOUNCEMENTS: There were no commission announcements.

SCHEDULE FOR NEXT MEETING: The next regularly scheduled meeting of the NCTC will be July 15, 2020 via Zoom Webinar.

ADJOURNMENT OF MEETING

Chair Burton called for a motion to adjourn the meeting. Commissioner Arbuckle made a motion to adjourn. Commissioner Guerra seconded the motion. The meeting was adjourned at 10:43 a.m.

Respectfully submitted by: 

Carol Lynn, Administrative Assistant

Approved on: _____

By: _____
Andrew Burton, Chair
Nevada County Transportation Commission

JAN ARBUCKLE – Grass Valley City Council
ANDREW BURTON – Member-At-Large, Chair
CAROLYN WALLACE DEE – Town of Truckee
ANN GUERRA – Member-At-Large
SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
ED SCOFIELD – Nevada County Board of Supervisors
DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

MINUTES OF NCTC MEETING June 24, 2020

An online special meeting of the Nevada County Transportation Commission (NCTC) was held via teleconference, in light of COVID-19 restrictions on public gatherings, on Wednesday, June 24, 2020. The meeting was held via Zoom. Notice of the meeting was posted 24 hours in advance. The meeting was scheduled for 10:00 a.m.

Members Present: Jan Arbuckle
Andy Burton
Carolyn Wallace Dee
Ann Guerra
Susan Hoek
Ed Scofield

Members Absent: Duane Strawser

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

Standing Orders: Chair Burton convened the Nevada County Transportation Commission meeting at 10:01 a.m.

Pledge of Allegiance
Roll Call

PUBLIC COMMENT: There was no public comment.

ACTION ITEMS

Executive Director Landon reported that staff is requesting the extension of these two contracts with GHD to prepare Active Transportation Plan grant applications. The state has moved the deadline for the applications to September 15, 2020, therefore the contracts would be extended to expire on September 30, 2020 to give GHD more time to coordinate with staff and stakeholders and adjust the applications up to the time that they are submitted.

1. Amendment 3 to the Professional Services Agreement with GHD to Prepare the Nevada City State Route 49 Multimodal Corridor Plan
Resolution 20-26

ACTION: Adopted Resolution 20-26 by roll call vote
MOTION: Scofield / **SECOND:** Dee
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield (unanimous)
ABSTAIN: None
ABSENT: Strawser

2. Amendment 4 to the Professional Services Agreement with GHD to Prepare the State Route 174/20 Intersection Analysis
Resolution 20-27

ACTION: Adopted Resolution 20-27 by roll call vote
MOTION: Arbuckle / **SECOND:** Hoek
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield (unanimous)
ABSTAIN: None
ABSENT: Strawser

COMMISSION ANNOUNCEMENTS:

Commissioner Hoek commented that she was excited to see a notification from Trisha Tillotson, Director of Public Works, that a vegetation reduction program is in the works for clearing along State Highway 49 for a fuel break. She is still hoping for more vegetation reduction on Highway 20 between Penn Valley and Grass Valley, but this work project on Highway 49 is going to be very beneficial for our community.

SCHEDULE FOR NEXT MEETING: The next regularly scheduled meeting of the NCTC will be July 15, 2020 via Zoom Webinar.

ADJOURNMENT OF MEETING

Chair Burton called for a motion to adjourn the meeting. Commissioner Dee made a motion to adjourn. Commissioner Hoek seconded the motion. The meeting was adjourned at 10:08 a.m.

Respectfully submitted by: 

Carol Lynn, Administrative Assistant

Approved on: _____

By: _____
Andrew Burton, Chair
Nevada County Transportation Commission

**RESOLUTION 20-28
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ALLOCATIONS TO NEVADA COUNTY OF **\$25,846** OF STATE TRANSIT ASSISTANCE (STA) PUBLIC UTILITIES CODE 99314 FUNDS, **\$974,159** OF STATE TRANSIT ASSISTANCE (STA) PUBLIC UTILITIES CODE 99313 FUNDS, **\$135,134** OF LOCAL TRANSPORTATION FUNDS (LTF) FOR COMMUNITY TRANSIT SERVICES (CTS), AND **\$2,067,586** OF LOCAL TRANSPORTATION FUNDS (LTF) FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2020/21

WHEREAS, Nevada County has requested the following amounts of STA and LTF; and

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit/Paratransit Operations STA	6730(a)	\$5,609,907	\$1,000,005
Transit/Paratransit Operations LTF	99260(a)		\$2,067,586
Transit/Paratransit Operations CTS	99275(a)	\$1,573,370	\$135,134
TOTAL			\$3,202,725

WHEREAS, the STA estimated revenue under Public Utilities Code (PUC) Section 99314 for FY 2020/21 available for allocation to Nevada County is \$25,846; 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 \$974,159, for a total STA allocation of \$1,000,005; 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 20-21) estimates that \$162,062 of LTF for CTS is available for FY 2020/21 with Nevada County's bid target in the amount of \$135,134 and

WHEREAS, Nevada County has requested an allocation of \$135,134 from the FY 2020/21 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 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 20-21, adopted by the Nevada County Transportation Commission (NCTC) on May 20, 2020, estimates that for FY 2020/21 there is \$2,067,586 of LTF available for allocation to Nevada County under PUC Section 99260; and

WHEREAS, as of June 29, 2020, there are funds remaining from prior year LTF apportionments in the amount of \$2,354,233; however, Nevada County has requested NCTC hold a six-month operating reserve in the amount of \$2,499,881 leaving an LTF Carryover Balance available to allocate of \$0; and

WHEREAS, Nevada County has requested an allocation of \$2,067,586 of their FY 2020/21 LTF apportionment and \$0 of LTF Carryover Balance, totaling \$2,067,586; 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 2020/21; and

WHEREAS, Nevada County Transportation Commission has determined that Nevada County's Maximum TDA Eligibility for transit/paratransit operations during FY 2020/21 is \$3,705,021; and

WHEREAS, the Nevada County combined total LTF and STA claim for FY 2020/21 is \$3,202,725; and

WHEREAS, the City of Grass Valley has claimed \$403,751, and the City of Nevada City has claimed \$98,545, in addition to Nevada County's claim, for a combined total amount claimed of \$3,705,021 for FY 2020/21, 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 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, 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.”

NOW, THEREFORE, BE IT RESOLVED, that Nevada County is allocated \$1,000,005 of STA Funds as authorized by TDA 6730(a) for support of transit/paratransit operations during FY 2020/21. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that Nevada County is allocated \$135,134 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2020/21. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that Nevada County is allocated \$2,067,586 of LTF as authorized under PUC Section 99260 (a) for transit/paratransit operations during FY 2020/21. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that Nevada County states that the balance of Unearned Revenue as of June 30, 2020 is \$203,234. Full payment of the Nevada County LTF allocation is contingent upon completion of the FY 2019/20 Fiscal Audit. In the event that additional Unearned Revenue from FY 2019/20 is identified, payment of this claim will be reduced by that amount. This is in accordance with the California Code of Regulations Section 6649.

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 15, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



**COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
TRANSIT SERVICES DIVISION**

950 MAIDU AVENUE, NEVADA CITY, CA 95959-8617
(530) 477-0103 Toll Free (888) 660-7433 FAX (530) 477-7847
<http://new.nevadacounty.com>

Sean Powers
Community Development Agency Director

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

July 2, 2020

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

SUBJECT: Fiscal Year 2020-21 Claim for Local Transportation Funds (LTF) Fund

Dear Dan:

Enclosed is Nevada County's Fiscal Year 2020/21 claim for \$2,067,586 in FY20/21 LTF funds, \$135,134 in CTS funds and \$1,000,005 in STA (99314 = \$25,846 & 99313 = \$974,159). The total amount of this claim is \$3,202,725. The Board of Supervisors adopted Resolution No. **20-208** for approval of the Fiscal Year 2020/21 Budget on June 16, 2020.

Per NCTC policy the County will be expending \$203,243 of unearned revenue currently held by the County and requests that NCTC hold in reserve an amount equal to six-months operating expense of Nevada County LTF carryover balance in the amount of \$2,499,880.

The financial documentation required by Article 4, Section 6632, of the Transportation Development Act was prepared by the Auditor-Controller's Office.

Section 99244 of the Public Utilities Code requires that the NCTC review and evaluate transit operators' efforts to implement productivity improvements. The Nevada County Transit Service's Division has made system wide improvement efforts as follows:

- Transit Services fixed route has implemented grant funded fare assistance events throughout the year which includes fare free service for three months during the COVID-19 pandemic.
- Implementation of multiple safety measures to improve passenger and driver safety during COVID-19 pandemic, including nightly fogging sanitation of all vehicles, social distanced seating on all vehicles, face coverings provided to all staff and disinfectant supplies for all vehicles.
- Increased passenger amenities to improve accessibility at bus stops throughout our service area by providing text notifications of next bus arrivals to increase ridership.
- Continued partnership with Connecting Point/211 to develop and provide Travel Training services for the community.
- Installation of an Audio/Visual Annunciator system on all fixed route vehicles for improved passenger accessibility.

Transit Services Division staff continues to pursue the implementation of additional recommendations contained in the Transit Development Plan for western Nevada County and the most recent Transit Development Plan Update and Triennial Performance Audit.

Thank you for your consideration of this request. Should you have any questions concerning the claim or supporting documentation, please call me at 477-0103, extension 1003.

Sincerely,

TRISHA TILLOTSON, DIRECTOR

Robin Van Valkenburgh

Robin Van Valkenburgh
Transit Services Manager

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2020-21

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: Nevada County Department of Public Works, Transit Services Division
 Contact: Elizabeth Nielsen, Accounting Technician
 Phone: (530) 477-0103 x 1000

The County of Nevada Department of Public Works, Transit Services Division, 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 **\$2,067,586** of LTF, **\$135,134** of CTS and **\$1,000,005** of STA. This amount consists of **\$3,202,725** allocated for Transit/Paratransit Operations. The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount of LTF Requested	Amount of STA Requested
Transit/Paratransit Operations	99260 (a) & 6730 (a)	\$5,609,907	\$2,067,586	\$1,000,005
Paratransit Operations	99275 (a)	\$1,573,370	\$135,134	\$0
TOTAL		\$5,609,907	\$2,202,720	\$1,000,005

The County of Nevada Department of Public Works, Transit Services Division, requests that the funds be distributed as they become available. Resolution #20-208 approved the funding in this claim by the Nevada County Board of Supervisors on June 16, 2020.

Approval of this claim and payment to the Nevada County Department of Public Works, Transit Services Division, 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.

Robin Van Valkenburgh
 Transit Services Division Manager

ELIZABETH NIELSEN
 Accounting Technician

	A	B	C	D	E	F	G	H
2	NEVADA COUNTY FY 2020/21 Calculation for Maximum TDA Eligibility							
3	Allocations will be revised in September, after May and June LTF revenue have been received in July and August							
4	Operating cost as budgeted	\$	4,999,761.00	budget less capital purchases per Auditor Controller letter 6/29/20				
5	Less: Fair revenues anticipated	\$	(320,000.00)	farebox 240,000 + paratransit fares 90,000				
6	Other revenues anticipated	\$	(70,958.00)	Placer County Route 5				
7	Federal assistance anticipated	\$	(497,314.00)	FTA Grant not yet received				
8	Less Unearned Revenue as of 6/30/19	\$	(203,234.00)	AGT 1819 audit page 13 and Auditor Controller Letter 6/29/2020				
9	Revised Maximum TDA Eligibility	\$	3,908,255.00					
10	LTF Fund Balance held by NCTC	\$	2,354,233.18	Cash as of 6/29/20 (no interest) May and June payments to be recvd in July and August				
11	6 Month Operating Reserve	\$	(2,499,880.50)	= Operating Budget x 50%				
12	Available Carryover Balance	\$	(145,647.32)					
14	1. What is the current LTF Unearned Revenue Amount?		<u>-\$203,234.00</u>	AGT 1819 audit page 13 and Auditor Controller Letter 6/29/2020				
16	2. What amount of the current LTF Unearned Revenue is budgeted to be spent in FY 20/21?		<u>\$203,234.00</u>	include statement in claim letter				
18	3. What amount of LTF Carryover is budgeted to be spent in FY 20/21?		<u>\$0.00</u>					
20	4. STA 99313 is proposed for FY 20/21. Is the LTF Unearned Revenue, LTF Carryover Balance, and FY 20/21 LTF Apportionment budgeted to be spent, as required, in FY 20/21?		<u>YES</u>	include statement in claim letter				
23	FY 19/20 Operating Budget	\$	4,999,761.00					
25	STA 99313 Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended							
26	Maximum TDA Eligibility	\$	3,908,255.00	=C8				
27	Less Unearned Revenue as of 6/30/19	\$	(203,234.00)	AGT 1819 audit page 13 and Auditor Controller Letter 6/29/2020				
28	CTS	\$	(135,134.00)	Revised Findings of Apportionment 5/20/20				
29	STA FY 20/21 PUC 99314	\$	(25,846.00)	1/31/2020				
30	NevCo LTF Available Carrover Balance	\$	-	line C12 is negative				
31	GV LTF Carryover Balance	\$	-	NEED 5808 July 2020 Fund Balance				
32	NCity LTF Carryover Balance	\$	-	NEED 5809 July 2020 Fund Balance				
33	NevCo Current year LTF Apportionment	\$	(2,067,586.00)	Revised Findings of Apportionment 5/20/20				
34	GV Current Year LTF Apportionment	\$	(403,751.00)	Revised Findings of Apportionment 5/20/20				
35	NCity Current Year LTF Apportionment	\$	(98,545.00)	Revised Findings of Apportionment 5/20/20				
36	Based on Maximum TDA Eligibility all of Current Year Apportionment can be claimed and eligible for STA 99313	\$	974,159.00	FY20/21 LTF Apportionment, negative = not eligible for 99313, positive = eligible for 99313				
38	Transit Revenues vs TDA Eligibility							
39	FY 20/21 LTF Apportionment Claimable	\$	2,067,586.00	if C36 is positive , this line = C33. If C36 is negative, reduce line 39 by line 36				
40	LTF Cash Carryover Balance Claimable	\$	-	=C12				
41	GV Current Year LTF Apportionment	\$	403,751.00	=C34				
42	NCity Current Year LTF Apportionment	\$	98,545.00	=C35				
43	GV LTF Carryover Balance	\$	-	=C31				
44	NCity LTF Carryover Balance	\$	-	=C32				
45	CTS	\$	135,134.00	=C28				
46	STA FY 20/21 PUC 99314 Claimable	\$	25,846.00	=C29				
47	STA FY 20/21 PUC 99313 Claimable	\$	974,159.00	=C37				
48	Revised Maximum TDA Claimable	\$	3,705,021.00	=C27 does not include Unearned Revenue				
50	Project Title/Description		Authorized by TDA Sections	Total Project Cost	Revised Amount of LTF Requested	Revised Amount of STA Requested		
51	Transit/Paratransit Operations		99260 (a) & 6730 (a)	\$5,609,907	\$2,067,586	\$1,000,005	=C39+C40, C46+C47	
52	Paratransit Operations CTS		99275 (a)	\$1,573,370	\$135,134	\$0	=C45	
53	TOTAL				\$2,202,720	\$1,000,005		

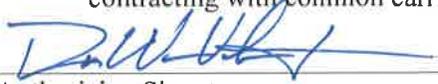
**STANDARD ASSURANCES BY CLAIMANT FORM
TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS**

Claimant: County of Nevada, Department of Public Works, Transit Services Division (Agency Name)

Fiscal Year: 2020-21 (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). TAL
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. TAL
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. TAL
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). TAL
5. **ANNUAL FISCAL AUDIT** - Claimant agrees to follow the annual fiscal audit process established by the Nevada County Transportation Commission. TAL
6. **TRIENNIAL PERFORMANCE AUDIT** - Claimant agrees to make a reasonable effort to address all issues and recommendations made in the last Triennial Performance Audit. TAL
7. **PRODUCTIVITY IMPROVEMENT PROGRAM** - Claimant agrees to make a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244. TAL
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. TAL
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. TAL



Authorizing Signature

ROBIN VAN VALKENBURGH, TRANSIT SERVICES MANAGER

Print Name and Title

7/2/2020

Date

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.

**LOCAL TRANSPORTATION FUND (LTF) /
STATE TRANSIT ASSISTANCE (STA)
FUND CAPITAL PROJECT(S) CLAIM CHECKLIST**

An operator or transit service claimant shall submit a claim form for transit and/or paratransit capital projects 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 capital 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(c) and 6634(e). No operator or transit service claimant shall be eligible to receive TDA funds for capital projects in an amount that exceeds actual costs less the revenues for the same purposes from other funding sources.
 - a. Statement signed by the chief financial officer of the claimant attesting to the statement 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

COMMUNITY TRANSIT SYSTEMS (CTS) CAPITAL PROJECT(S) 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 Community Transit Systems (CTS) capital 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.
- Statement of the estimated amount of maximum eligibility of TDA funds pursuant to Section 6634(e). No claimant is eligible to receive TDA funds in an amount that exceeds its actual expenditures for purchase of vehicles, communications, and data processing equipment essential to providing, consolidating, and coordinating social service transportation.
 - a. Statement signed by the chief financial officer of the claimant attesting to the statement above as reasonable and accurate.

Claimant: NEVADA COUNTY TRANSIT SERVICE (Agency Name)

For Most Recently Completed Fiscal Year: 2019/20

OPERATOR PERFORMANCE TABLE

Performance Indicator		Comments
1	Operating Cost/ Passenger Trip	
	<u>\$ 10.58</u> / Trip	
2	Operating Cost/ Service Hour	
	<u>\$ 106.79</u> /Hour	
3	Passengers/ Service Hour	
	<u>8.72</u> /Hour	
4	Passengers/ Service Mile	
	<u>0.52</u> /Mile	
5	Service Hours/ Employee	<u>18,995 ÷ 19 = 999.73/Emp</u>
	<u>999.73</u> Hrs/Emp	
6	Farebox Ratio	<u>per FY18/19 Fiscal Audit page 12</u>
	<u>10.69</u> %	

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

State of California
COUNTY OF NEVADA

MARCIA L. SALTER – Auditor-Controller

Auditor-Controller
950 Maidu Avenue
Nevada City CA 95959

(530) 265-1244
Fax: (530) 265-9843
Email: auditor.controller@co.nevada.ca.us

June 29, 2020

Dan Landon, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959

Dear Mr. Landon:

Pursuant to the Transportation Development Act, Article 4, Section 6632, the Nevada County Auditor/Controller submits the following:

1. The revised annual budget for the Nevada County Transit Services Division for Fiscal Year 2020-21 appears reasonable and accurate.
2. The budget includes the revenues and expenditures contained in the claim submitted by the Nevada County Department of Public Works, Transit Services Division.
3. The certification by the California Highway Patrol verifying the Transit Service Division's compliance with Section 1808.1 of the Vehicle Code appears reasonable and accurate.
4. The attached documentation depicts the Transit Service Division's revenues and expenditures for Fiscal Year 2019-20 to date as recorded by the County's financial accounting system.

The Auditor-Controller further asserts that the accounts and records of Nevada County are consistent with the uniform system of accounts and records adopted by the State Controller.

The revised maximum eligibility of Nevada County Department of Public Works, Transit Services Division for moneys from the Local Transportation Fund and the State Transit Assistance Fund is as follows:

Operating costs as budgeted FY 2019-20	\$ 4,999,761
Less: FY 2020-21 Beginning unearned revenue balance	(203,234)
Fare revenues anticipated in FY 2020-21	(320,000)
Local support per Sec. 6633.2 (ratio of fare revenue to operating costs)	(0)
Federal assistance (5311) anticipated in FY 2020-21	(497,314)
Out-of-boundary revenues anticipated in FY 2020-21	<u>(70,958)</u>
Revised maximum TDA eligibility for FY 2020-21	\$ 3,908,255
Capital Purchase costs as budgeted FY 2020-21	\$ 610,146
Less: STA revenue rolled over from FY 2018-19	(114,146)
Federal grant	<u>(500,000)</u>
Maximum eligibility for FY 2020-21	\$ -0-

This statement is submitted to support the Nevada County Transportation Commission's ability to determine the appropriateness and reasonableness of the claims submitted by the Nevada County Department of Public Works, Transit Services Division for Local Transportation Funds.

Respectfully,



Marcia Salter
Nevada County Auditor-Controller

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

COUNTY OF NEVADA TRANSIT SERVICES DBA: THE GOLD COUNTRY STAGE

ADDRESS		TELEPHONE NUMBER
13081 JOHN BAURER AVE		(530) 477-0103
CITY	ZIP CODE	COUNTY
GRASS VALLEY CA	95945	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
LYLE MARKOWICH	A10881	08/01/2019

Destroy Previous Editions

Chp339_0809.pdf

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ISSUED BY	I D NUMBER	DATE
LYLE MARKOWICH	A10881	08/01/2019

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Chp339_0809.pdf



RESOLUTION No. 20-208

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ADOPTING BUDGET FOR 2020-2021 FISCAL YEAR

WHEREAS, in accordance with Sections 29000 through 29095 of the Government Code the Nevada County Board of Supervisors has conducted public hearings concerning the budget for the 2020-2021 Fiscal Year; and

WHEREAS, the Board of Supervisors desires to appropriate the necessary funding for the operations of the various services of the County of Nevada totaling \$266,002,423 from revenues of \$251,090,676 and fund balances of various funds of \$14,911,747; and

WHEREAS, in accordance with the Nevada County Administrative Code AII, 17.6, the County Executive Officer has presented a final budget recommendation in accordance with the Board of Supervisors' direction by Service Budget Unit which is summarized below and presented in more complete detail in the Nevada County Fiscal Year 2020-2021 Adopted Budget.

Revenues

Taxes	61,829,890
Licenses, Permits & Franchises	5,698,098
Fines, Forfeitures, & Penalties	2,890,264
Use of Money & Property	9,721,851
Federal/State Intergovernmental	107,449,168
Charges for Services	23,441,327
Miscellaneous Revenues	3,342,719
Other Financing Sources	48,981,355
Special Revenue	(12,263,996)

Total Revenues	251,090,676
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Total Sources	266,002,423
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Expenses

Salaries & Benefits	114,070,804
Services & Supplies	80,337,932
Other Charges	55,944,666
Overhead Cost Allocation (A87)	10,363,572
Capital Assets	7,372,231
Other Financing Uses	51,061,043
Interfund Activity	(45,880,626)
Contingency	(7,267,199)

Total Expenses	266,002,423
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NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby adopts the Budget dated June 16, 2020 for the operations and maintenance of the County of Nevada for the fiscal year ending June 30, 2021 and under Government Code section 29125 authorizes the County Executive Officer to approve budget revisions by service budget unit within a single fund.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 16th day of June, 2020, by the following vote of said Board:

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

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

6/16/2020 cc: CEO*
AC*
Dept Heads*

**RESOLUTION 20-29
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**ALLOCATION OF \$403,751 OF LOCAL TRANSPORTATION FUNDS (LTF)
TO GRASS VALLEY FOR SUPPORT OF TRANSIT/PARATRANSIT OPERATIONS
FOR FISCAL YEAR 2020/21**

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

Project Title/Description	Authorized by TDA Section	Total Project Cost	Amount of LTF Requested
Transit/Paratransit Operations	99400(c)	\$5,609,907	\$403,751

WHEREAS, the Revised Findings of Apportionment, Resolution 20-21, adopted by the Nevada County Transportation Commission on May 20, 2020 estimates that for FY 2020/21 there are \$403,751 of Local Transportation Funds available for allocation to the City of Grass Valley under Public Utilities Code (PUC) Section 99400(c); and

WHEREAS, as of June 29, 2020 there are no funds remaining from prior years LTF apportionments, giving a total estimated amount of \$403,751 available to allocate; and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2020/21 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 \$403,751 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 2020/21.

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 15, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, 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.goldcountrystage.com

Email: goldcountrystage@co.nevada.ca.us

Sean Powers
Community Development Agency Director

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

June 17, 2020

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

SUBJECT: Fiscal Year 2020/21 Local Transportation Fund Claim

Dear Mr. Kiser,

The Nevada County Board of Supervisors will hold its Fiscal Year 2020/21 budget public hearings and approval in June and these will include the Fiscal Year 2020/21 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 Gold Country Stage and contracted paratransit operations during Fiscal Year 2020/21.

NCTC has adopted revised findings of apportionment at their May 20, 2020 meeting indicating that the City of Grass Valley's apportionment for Fiscal Year 2020/21 LTF funds is \$403,751. 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 \$403,751. 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 15, 2020 NCTC meeting and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in June 2020, 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 477-0103, extension 1003.

Sincerely,

Robin Van Valkenburgh

Robin Van Valkenburgh
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Public Works
Dan Landon, Executive Director, NCTC

**RESOLUTION 20-21
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2020/21

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 \$3,985,787 as the amount available for allocation in FY 2020/21; 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 2020/21

Sales and Use Tax	\$3,945,787
Interest	\$40,000
Subtotal	<u>\$3,985,787</u>
<u>Anticipated Allocations</u>	
Administration and Planning	-\$678,402
Pedestrian and Bicycles	-\$66,148
Community Transit Services	<u>-\$162,062</u>
Total Estimated FY 2020/21 LTF Available for Apportionment	\$3,079,176

Area apportionments based on population: Population figures from State of California Department of Finance 2020 E-1 Report, May 2020

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	65,881	67.15%	\$2,067,586
Grass Valley	12,865	13.11%	\$403,751
Nevada City	3,140	3.20%	\$98,545
<u>Truckee</u>	16,228	16.54%	\$509,294
TOTAL	98,114	100.00%	\$3,079,176

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 2020/21. These apportionments will be used as the basis for allocations throughout FY 2020/21, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

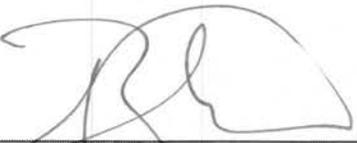
PASSED AND ADOPTED by the Nevada County Transportation Commission on May 20, 2020 by the following vote:

Ayes: Commissioner Arbuckle, Chair Burton, Commissioner Dee, Commissioner Guerra, Commissioner Hoek, Commissioner Scofield

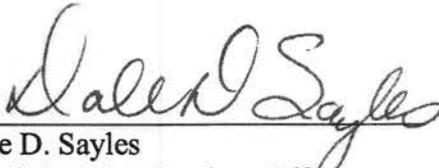
Noes: None

Absent: Commissioner Strawser

Abstain: None



Andrew Burton, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2020/21

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: **The City of Grass Valley**
Agency requesting funds

CONTACT: **Bjorn Jones, Assistant City Manager**
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 **\$403,751** 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)	\$5,609,907	\$403,751

The City of Grass Valley requests that the funds be distributed as they become available. Resolution 2020-XX approving the budget for the project(s) or approving this claim was adopted by the **Grass Valley City Council** on **July 14, 2020.**

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, Assistant City Manager**

DATE: _____

**RESOLUTION 20-30
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**ALLOCATION OF \$98,545 OF LOCAL TRANSPORTATION FUNDS (LTF)
TO NEVADA CITY FOR SUPPORT OF TRANSIT/PARATRANSIT OPERATIONS, AND
ALLOCATION OF \$34,000 OF LOCAL TRANSPORTATION PEDESTRIAN/BICYCLE
FUNDS FOR NEVADA CITY SIDEWALK AND RAILING IMPROVEMENTS
FOR FISCAL YEAR 2020-21**

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)	\$5,609,907	\$98,545
Boulder Street Sidewalk & Railing Improvements Pedestrian and Bicycle	99234(a)	\$264,935	\$34,000

WHEREAS, the Revised Findings of Apportionment, Resolution 20-21, adopted by the Nevada County Transportation Commission on May 20, 2020 estimates that for FY 2020/21 there are \$98,545 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 29, 2020, there are no funds remaining from prior years LTF apportionments, giving a total estimated amount of \$98,545 available to allocate; and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2020/21 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 2020/21 is \$51,439; 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 \$98,545 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 2020/21. Payments shall be made as monies become available.

BE IT FURTHER RESOLVED, that \$34,000 of Local Transportation Funds is allocated to the City of Nevada City under Section 99234(a) of the Public Utilities Code for sidewalk 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 15, 2020
by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, 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.goldcountrystage.com

Email: goldcountrystage@co.nevada.ca.us

Sean Powers
Community Development Agency Director

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

June 17, 2020

Mrs. Catrina Olson, City Manager
City of Nevada City
317 Broad Street
Nevada City, CA 95959

SUBJECT: Fiscal Year 2020/21 Local Transportation Fund Claim

Dear Mrs. Olson,

The Nevada County Board of Supervisors will hold its Fiscal Year 2020/21 budget public hearings and approval in June and these will include the Fiscal Year 2020/21 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 Gold Country Stage and contracted paratransit operations during Fiscal Year 2020/21.

NCTC has adopted revised findings of apportionment at their May 20, 2020 meeting indicating that the City of Nevada City's apportionment for Fiscal Year 2020/21 LTF funds is \$98,545. 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 \$98,545. 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 15, 2020 NCTC meeting and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in June 2020, 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 477-0103, extension 1003.

Sincerely,

Robin Van Valkenburgh

Robin Van Valkenburgh
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Public Works
Dan Landon, Executive Director, NCTC

**RESOLUTION 20-21
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2020/21

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 \$3,985,787 as the amount available for allocation in FY 2020/21; 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 2020/21

Sales and Use Tax	\$3,945,787
Interest	\$40,000
Subtotal	<u>\$3,985,787</u>
<u>Anticipated Allocations</u>	
Administration and Planning	-\$678,402
Pedestrian and Bicycles	-\$66,148
Community Transit Services	<u>-\$162,062</u>
Total Estimated FY 2020/21 LTF Available for Apportionment	\$3,079,176

Area apportionments based on population: Population figures from State of California Department of Finance 2020 E-1 Report, May 2020

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	65,881	67.15%	\$2,067,586
Grass Valley	12,865	13.11%	\$403,751
Nevada City	3,140	3.20%	\$98,545
Truckee	16,228	16.54%	\$509,294
TOTAL	98,114	100.00%	\$3,079,176

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 2020/21. These apportionments will be used as the basis for allocations throughout FY 2020/21, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

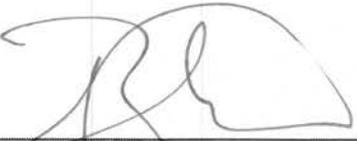
PASSED AND ADOPTED by the Nevada County Transportation Commission on May 20, 2020 by the following vote:

Ayes: Commissioner Arbuckle, Chair Burton, Commissioner Dee, Commissioner Guerra, Commissioner Hoek, Commissioner Scofield

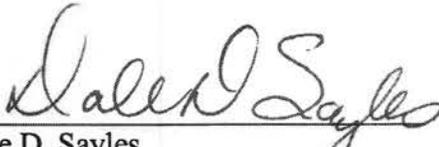
Noes: None

Absent: Commissioner Strawser

Abstain: None



Andrew Burton, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

RESOLUTION NO. 2020-44

A RESOLUTION REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC) ALLOCATE \$98,545 OF THE CITY'S FISCAL YEAR 2020/21 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 #20-21 showing that the City of Nevada City has an estimated apportionment of local transportation funds in fiscal year 2020/21 of \$98,545; and

WHEREAS, the Transit Services Commission (TSC) adopted revised findings of apportionment at the May 20, 2020 meeting; and

WHEREAS, on June 16, 2020, the Nevada County Board of Supervisors adopted this budget.

NOW AND THEREFORE, BE IT RESOLVED the City Council requests NCTC allocate \$98,545 of Nevada City's fiscal year 2020/21 estimated apportionment of LTF for transit and paratransit services.

PASSED AND ADOPTED at a regular scheduled meeting of the City Council held on this 24th day of June, 2020, by the following vote:

AYES: SENUM, MINETT, STRAWSER, MOBERG, PARKER

NOES:

ABSTAIN:

ABSENT:

ATTEST:



Reinette Senum, Mayor



Niel Locke, City Clerk

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

June 24, 2020

TITLE: Local Transportation Fund (LTF) Claim for Transit and Paratransit Operations

RECOMMENDATION: Pass Resolution 2020-XX requesting the Nevada County Transportation Commission (NCTC) allocate \$98,545 of the City's Fiscal Year 2020/21 Local Transportation Funds (LTF) for public transportation.

CONTACT: Catrina Olson, City Manager

BACKGROUND/DISCUSSION:

Nevada City is eligible for an estimated Local Transportation Fund (LTF) apportionment of \$98,545, based upon NCTC's Revised Findings of Apportionment adopted on May 20, 2020. These funds are managed by the NCTC and are committed to first support the needs of transit and paratransit activities per a Joint Powers Agreement with Grass Valley and Nevada County.

The Nevada County Transit Services Division (TSD) has requested that the City submit a claim to NCTC to allocate \$98,545 of the City's FY 2020/21 estimated LTF apportionment to support transit and paratransit services. Attached is a resolution to fulfill that request. Also attached is a letter from TSD Transit Services Manager Robin Van Valkenburgh requesting FY 2020/21 LTF allocation.

ENVIRONMENTAL CONSIDERATIONS: None.

FINANCIAL CONSIDERATIONS: Not applicable.

ATTACHMENTS:

- ✓ Resolution 2020-XX, a Resolution Requesting the Nevada County Transportation Commission (NCTC) allocate \$98,545 of the City's Fiscal Year 2020/21 Local Transportation Funds (LTF) for Public Transportation
- ✓ Letter from Robin Van Valkenburgh, Transit Services Manager, TSD
- ✓ Resolution 20-21 of the Nevada County Transportation Commission revised findings of apportionment for FY 2020/21
- ✓ NCTC Policy and Procedures July 17, 2019

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2020/21

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

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

CONTACT: **Catrina Olsen, City Manager**
Person authorized to submit claim

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

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 **\$98,545** 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	Amount Requested STA
Transit/Paratransit Operations	99400 (c)	\$5,609,907	\$98,545	
TOTAL		\$5,609,907	\$98,545	\$0

The City of Nevada City requests that the funds be distributed as they become available. Resolution 2020-44 approving the budget for the project(s) or approving this claim was adopted by the Nevada City City Council on June 24, 2020.

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: **Catrina Olson, City Manager**

DATE: 7/7/20

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2020/21

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 **\$34,000** 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	Amount Requested STA
Transit/Paratransit Operations	99234	\$264,935	\$34,000	
TOTAL		\$264,935	\$34,000	\$0

The City of Nevada City requests that the funds be distributed as they become available. Resolution 2020-32 approving the budget for the project(s) or approving this claim was adopted by the Nevada City City Council on June 1, 2020.

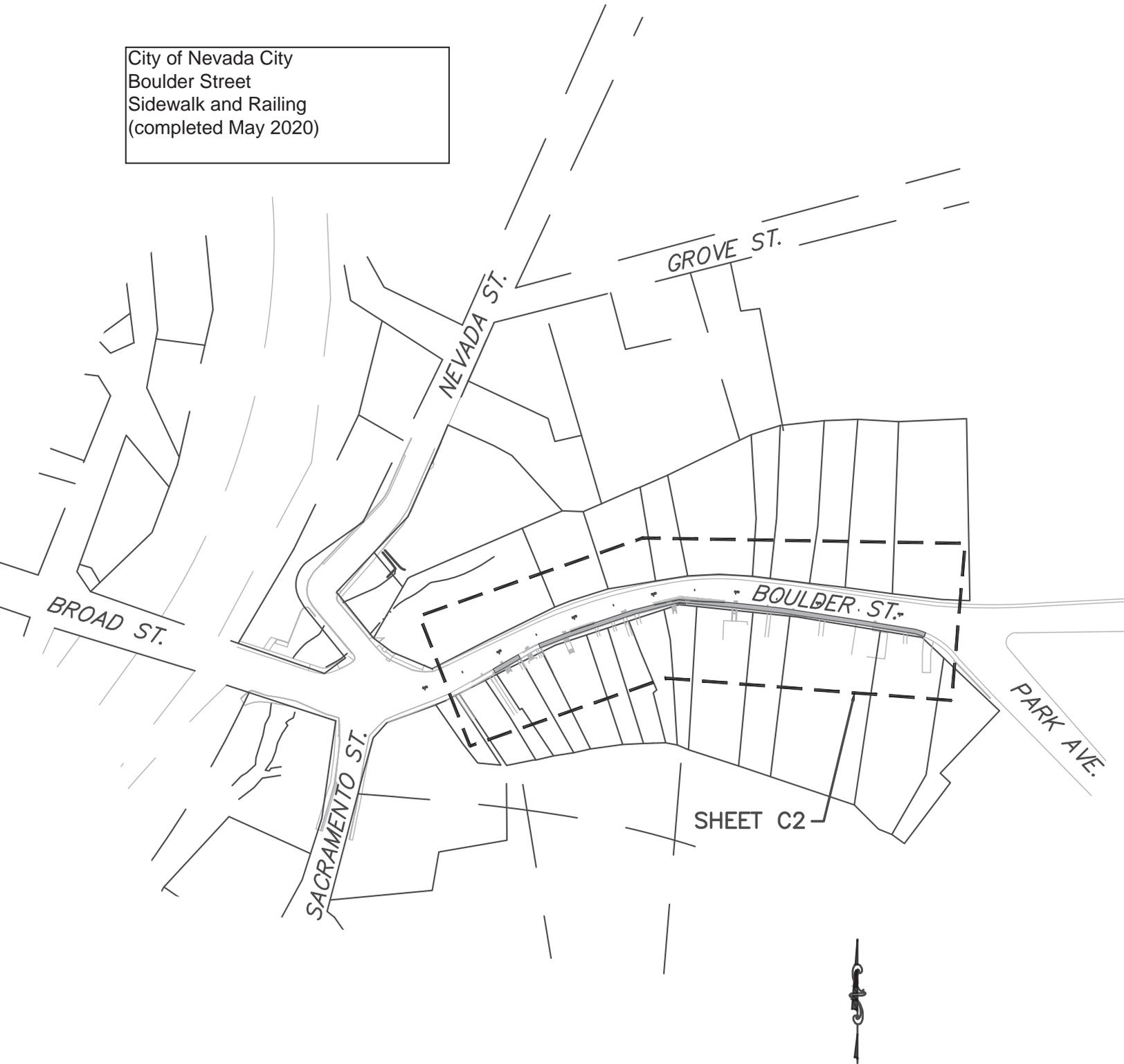
Approval of this claim and payment to the **City of Nevada City** is subject to such monies being available, and to the provisions that such monies will be used in accordance with the terms contained in the approving resolution of the NEVADA COUNTY TRANSPORTATION COMMISSION.

SIGNED: Bryan McAlister
Person authorized to submit claim

TITLE: Bryan McAlister, City Engineer

DATE: 7-6-20

City of Nevada City
Boulder Street
Sidewalk and Railing
(completed May 2020)



LOCATION MAP

1"=120'

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

June 1, 2020

TITLE: Local Transportation Fund (LTF) Claim for Pedestrian and Bicycle Facilities Funds for Boulder Street Sidewalk and Railing Improvement Project

RECOMMENDATION: Pass Resolution No. 2020-XX, a Resolution requesting the Nevada County Transportation Commission (NCTC) Allocate \$34,000 of Nevada City's Apportionment of Local Transportation Funds for Pedestrian and Bicycle Facilities for the Boulder Street Sidewalk and Railing Improvements Project.

CONTACT: Bryan McAlister, City Engineer

BACKGROUND/DISCUSSION:

This item was originally scheduled to be heard at the May 27, 2020 City Council meeting. Due to technical difficulties, the City Council meeting did not stream live on YouTube, and in order to allow for full public participation, the City Council continued the meeting to Monday, June 1, 2020.

Nevada City is eligible for apportionments of Transportation Development Act (TDA) Local Transportation Fund (LTF) for Pedestrian and Bicycle Facilities, based upon NCTC's Revised Findings of Apportionment, most recently adopted on May 20, 2020. These funds are managed by the NCTC and are committed to support the improvement of pedestrian and bicycle facilities per a Joint Powers Agreement with Grass Valley and Nevada County.

The Boulder Street sidewalk and railing project was identified as a priority for improvement. City Council awarded a contract for these improvements in August 14, 2019. The project is expected to be complete in June 2020. City staff recommends that a claim be submitted to NCTC to request funds allocated for LTF Ped & Bike Facilities for this project. The Boulder Street project includes pedestrian improvements that are eligible for funding by LTF subject to approval by NCTC.

ENVIRONMENTAL CONSIDERATIONS: None.

FINANCIAL CONSIDERATIONS: Not applicable.

ATTACHMENTS:

- ✓ Resolution No. 2020-XX, a Resolution requesting the Nevada County Transportation Commission (NCTC) Allocate \$34,000 of Nevada City's Apportionment of Local Transportation Funds for Pedestrian and Bicycle Facilities for the Boulder Street Sidewalk and Railing Improvements Project

RESOLUTION NO. 2020-32

A RESOLUTION REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC) ALLOCATE \$34,000 OF THE CITY'S APPORTIONMENT OF LOCAL TRANSPORTATION FUNDS FOR PEDESTRIAN AND BICYCLE FACILITIES FOR BOULDER STREET SIDEWALK AND RAILING IMPROVEMENTS 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 AND THEREFORE, BE IT RESOLVED the City Council requests NCTC allocate \$34,000 of Nevada City's apportionment of Local Transportation Funds for Pedestrian and Bicycle Facilities for Boulder Street sidewalk and railing improvements project.

PASSED AND ADOPTED at a regular scheduled meeting of the City Council held on this 1st day of June, 2020, by the following vote:

AYES: SENUM, MINETT, STAWSER, MOBERG, PARKER

NOES:

ABSTAIN:

ABSENT:

ATTEST:



Reinette Senum, Mayor



Niel Locke, City Clerk

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

Claimant: CITY OF NEVADA CITY (Agency Name)

Fiscal Year: 20/21 (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 McAlister
Authorizing Signature

BRYAN McALISTER, CITY ENGINEER
Print Name and Title

7-6-20
Date



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

July 6, 2020

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, FY20/21**

Dear Dale:

The City Engineer and Public Works staff identified areas where Sidewalk and Railing is needed for street rehabilitation at Boulder Street. The street project consists of sidewalk and retaining wall replacement and installation of new railing at Boulder Street. City staff procured bids for Boulder Street Sidewalk and Railing as advertised on July 3rd, 2019. Four qualified bids were received, and the contract was awarded to DMCE Concrete & Engineering Contractors by City Council at its regularly scheduled public meeting on August 14, 2019.

The total cost of the project is \$264,935. The project provides safety improvements with added railing and sidewalk rehabilitation for Boulder 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 \$34,000 of Local Transportation (LTF) Pedestrian and Bicycle Facilities Funds for this project in accordance with this claim and as further described in City Resolution 2020-32. Thank you for consideration of this request.

Sincerely,

CITY OF NEVADA CITY

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

**RESOLUTION 20-31
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ALLOCATIONS TO THE TOWN OF TRUCKEE OF \$453,707 OF STATE TRANSIT ASSISTANCE (STA) FUNDS, \$26,805 OF LOCAL TRANSPORTATION FUNDS (LTF) FOR COMMUNITY TRANSIT SERVICES (CTS), AND \$509,294 OF LOCAL TRANSPORTATION FUNDS (LTF) FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2020/21.

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
Transit/Paratransit Operations STA	6731(b)		\$453,707
Transit/Paratransit Operations CTS	99275(a)	\$1,697,366	\$26,805
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$509,294
TOTAL		\$1,697,366	\$989,806

WHEREAS, the STA estimated revenue under PUC Section 99314 for FY 2020/21 available for allocation to Truckee is \$21,155; and

WHEREAS, the Town of Truckee is eligible to receive an allocation of STA funds under PUC Section 99313 in the amount of \$432,552, for a total STA allocation of \$453,707; 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 20-21) estimates that \$162,062 of LTF for CTS is available for FY 2020/21 with Truckee's bid target in the amount of \$26,805; and

WHEREAS, the Town of Truckee has requested an allocation of \$26,805 from the FY 2020/21 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 20-21, adopted by the Nevada County Transportation Commission (NCTC) on May 20, 2020, estimates that for FY 2020/21 there is \$509,294 of LTF available for allocation to the Town of Truckee under PUC Section 99400(c)(d)(e); and

WHEREAS, as of June 30, 2020, there are \$0 remaining from prior years LTF apportionments and a FY 2020/21 total estimated amount of \$509,294 available to allocate; 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 2020/21; and

WHEREAS, the Town of Truckee Director of Administrative Services has determined that Truckee is eligible to receive \$989,806 in TDA funds for transit/paratransit operations during FY 2020/21; 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."

NOW, THEREFORE, BE IT RESOLVED, that the Town of Truckee is allocated \$453,707 of STA Funds as authorized by TDA 6731(b) for support of transit/paratransit operations during FY 2020/21. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that the Town of Truckee is allocated \$26,805 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2020/21. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that the Town of Truckee is allocated \$509,294 of LTF as authorized under PUC Section 99400(c)(d)(e) for transit/paratransit operations during FY 2020/21. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that full payment of this allocation is contingent upon completion of the FY 2019/20 Fiscal Audit. In the event that Unearned Revenue for FY 2019/20 is identified, payment of this claim will be reduced by that amount. This is in accordance with the California Code of Regulations Section 6649.

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 15, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

TRUCKEE FY 20/21 Calculation for Maximum TDA Eligibility; 7/9/2020

MAXIMUM TDA ELIGIBILITY

Operating cost as budgeted	\$	1,697,366.00	= Auditor's Letter and Expense Budget
Less: Fair revenues anticipated	\$	(2,000.00)	= Auditor's Letter and Revenue Budget
Other revenues anticipated	\$	(454,975.00)	= Auditor's Letter and Revenue Budget
Federal assistance anticipated	\$	(250,585.00)	= Auditor's Letter and Revenue Budget
Less Unearned Revenue as of 6/30/2020		0.00	= Auditor's Letter and Revenue Budget
Maximum TDA Eligibility	\$	989,806.00	= Auditor's Letter

1. What is the current LTF Unearned Revenue Amount? 0.00

2. What amount of the current LTF Unearned Revenue is budgeted to be spent in FY 20/21? 0.00

3. What amount of LTF Carryover is budgeted to be spent in FY 20/21? 0.00

CALCULATION FOR 6 MONTH OPERATING RESERVE

LTF Fund Balance held by NCTC	727,396.00	CASH 6/29/20 May & June payments to be received in July and August
Unearned Revenue returned to NCTC	0.00	
FY 20/21 LTF Overpayment returned to NCTC	0.00	
FY 20/21 Estimated 6-Month Operating Reserve	\$ (848,683.00)	= Operating Budget x 50%
Amount below FY 20/21 estimated 6-Month Operating Reserve	\$ (121,287.00)	

4a. FY 20/21 LTF Apportionment \$ 509,294.00

4b. FY 20/21 CTS Apportionment \$ 26,805.00

4c. FY 20/21 LTF Apportionment budgeted to be spent \$ 536,099.00 4a + 4b

5. STA is budgeted for FY 20/21, but is the LTF Unearned Revenue, LTF Carryover Balance, and FY 20/21 LTF Apportionment budgeted to be spent or held in reserve in FY 20/21? Yes

6. FY 20/21 Operating Budget \$ 1,697,366.00

STA 99313 CALCULATION

Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended		
Maximum TDA Eligibility	\$	989,806.00
CTS	\$	(26,805.00) 20/21 Bid Target
STA FY 20/21 PUC 99314	\$	(21,155.00)
Truckee LTF Cash Carrover Balance		0.00
Unearned Revenue		0.00 Returned to NCTC
FY 20/21 LTF Allocation	\$	(509,294.00)
STA FY 20/21 PUC 99313 Claimable	\$	<u>432,552.00</u>

TOTAL TDA ALLOCATION

1	FY 20/21 LTF Allocation	\$	509,294.00	Based on 100% Unearned Revenue and Maximum Eligibility
2	LTF Cash Carryover Balance Claimable		\$0.00	
3	CTS	\$	26,805.00	Claim amount from CTS Bid Targets
4	STA FY 20/21 PUC 99314	\$	21,155.00	
5	STA FY 20/21 PUC 99313	\$	432,552.00	
	FY 20/21 TDA Allocation	\$	989,806.00	

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	Amount Allocated	
Transit/Paratransit Operations STA	6731(b)	\$1,697,366	\$453,707.00	\$453,707.00	4+5
Transit/Paratransit Operations CTS	99275 (a)		\$26,805.00	\$26,805.00	3
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$509,294.00	\$509,294.00	1+2
TOTAL			\$989,806.00	\$989,806.00	

Maximum Allocation Payable

\$989,806.00

**RESOLUTION 20-21
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2020/21

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 \$3,985,787 as the amount available for allocation in FY 2020/21; 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 2020/21

Sales and Use Tax	\$3,945,787
Interest	\$40,000
Subtotal	<u>\$3,985,787</u>
<u>Anticipated Allocations</u>	
Administration and Planning	-\$678,402
Pedestrian and Bicycles	-\$66,148
Community Transit Services	<u>-\$162,062</u>
Total Estimated FY 2020/21 LTF Available for Apportionment	\$3,079,176

Area apportionments based on population: Population figures from State of California Department of Finance 2020 E-1 Report, May 2020

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	65,881	67.15%	\$2,067,586
Grass Valley	12,865	13.11%	\$403,751
Nevada City	3,140	3.20%	\$98,545
Truckee	16,228	16.54%	\$509,294
TOTAL	98,114	100.00%	\$3,079,176

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 2020/21. These apportionments will be used as the basis for allocations throughout FY 2020/21, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

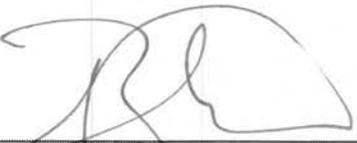
PASSED AND ADOPTED by the Nevada County Transportation Commission on May 20, 2020 by the following vote:

Ayes: Commissioner Arbuckle, Chair Burton, Commissioner Dee, Commissioner Guerra, Commissioner Hoek, Commissioner Scofield

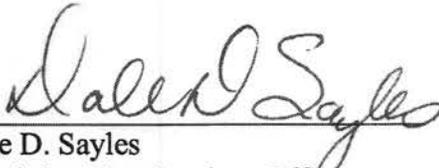
Noes: None

Absent: Commissioner Strawser

Abstain: None



Andrew Burton, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

Town Council

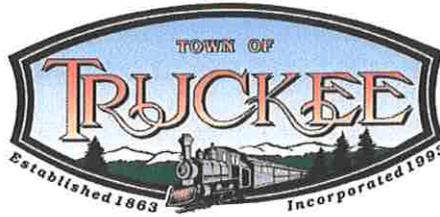
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Robert Leftwich, Chief of Police

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Judy Price, Communications Director/Town Clerk

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

June 23, 2020

Daniel B. Landon, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

Dear Dan:

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

1. The attached draft FY 2020/21 transit budget includes the revenues and expenditures contained in the claims submitted by the Town of Truckee as approved by the Town Council in Resolutions 2020-49 and 2020-50.
2. The certification by the Department of the California Highway Patrol verifying operator compliance with Section 1808.1 of the Vehicle Code is current, complete and on file at NCTC.

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 2020/21 is:

Operating cost as budgeted	\$1,697,366
Less: Fare revenues anticipated	(2,000)
Other revenues anticipated	(454,975)
Federal assistance anticipated	<u>(250,585)</u>
Maximum TDA eligibility	\$ 989,806

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

Sincerely,

A handwritten signature in blue ink that reads "Kim Szczurek". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kim Szczurek
Director of Administrative Services

Enclosures

**PUBLIC TRANSIT FUND REVENUE
2020/21 REVENUE BUDGET**

502.000.00 Public Transit Fund.Non-Department.Non-Division

ACCOUNT	2018/19 ACTUAL	2019/20 AMENDED BUDGET	2019/20 YTD ACTUAL thru 6/11/20	2019/20 ESTIMATED ACTUALS	2020/21 PROPOSED BUDGET	% CHG BUD TO EA	% CHG BUD TO BUD
OPERATING REVENUES							
44.30 Interest Income	2,364	2,537	(1,099)	4,314	1,178	-72.7%	-53.6%
45.20 FTA - Section 5311 Grant	85,405	95,182	-	95,182	100,585	5.7%	5.7%
45.21 Local Transportation Fund	297,922	544,701	459,812	461,105	509,294	10.5%	-6.5%
45.22 NCTC - CTS Fund	24,820	28,669	28,669	27,376	26,805	-2.1%	-6.5%
45.23 State Transit Assistance	84,364	205,055	-	514,850	453,707	-11.9%	121.3%
45.27 NV Co - Donner Summit Shuttle Cont	16,429	17,916	-	-	-		-100.0%
45.28 FTA - Section 5310 Grant	234,098	241,296	-	241,296	150,000	-37.8%	-37.8%
45.31 LCTOP Grant	313	33,207	-	33,207	110,821	233.7%	233.7%
45.32 NSAQMD Grant	67,696	-	-	-	-		
46.80 Fare Box Receipts Retained	2,401	2,000	2,438	2,000	2,000		
46.81 Donner Summit Shuttle Partner Cont	89,568	123,065	-	-	-		-100.0%
46.82 Partnership Funding	-	120,075	-	120,075	173,440	44.4%	44.4%
47.30 Other Sources of Revenue	4,339	3,000	31,023	1,200	1,500	25.0%	-50.0%
47.34 Community Shuttle Funding	65,346	60,000	3,300	70,000	40,000	-42.9%	-33.3%
48.10 Gray's Crossing Contribution	50,120	51,623	-	51,623	53,172	3.0%	3.0%
49.10 Transfer In - General Fund	24,813	-	-	-	-		
49.10 Transfer In - CFDs	-	-	-	-	-		
49.10 Transfer In - Air Quality Mitigation	-	-	-	72,794	74,864	2.8%	100.0%
Subtotal Operating Revenue	1,049,998	1,528,326	524,142	1,695,022	1,697,366		
CAPITAL REVENUE							
45.25 Prop 1B PTMISEA - Grant	78,451	-	-	12,743	72,024	465.2%	100.0%
45.30 Cal OES - Grant	-	25,800	-	25,800	-	-100.0%	-100.0%
45.35 State of Good Repair - Grant	-	-	-	-	127,976		
Subtotal Capital Revenue	78,451	25,800	-	38,543	200,000		
TOTAL PUBLIC TRANSIT FUND REVENUE	1,128,449	1,554,126	524,142	1,733,565	1,897,366	9.4%	22.1%

**PUBLIC TRANSIT
2020/21 EXPENDITURES BUDGET**

502.xxx.00 Public Transit Fund.Non-Department.Non-Division

ACCOUNT		2018/19 ACTUAL	2019/20 AMENDED BUDGET	2019/20 YTD ACTUAL thru 6/11/20	2019/20 ESTIMATED ACTUALS	2020/21 PROPOSED BUDGET	% CHG BUD TO EA	% CHG BUD TO BUD
000	PERSONNEL							
50.11	Wages - Regular Full-Time	91,391	109,944	89,616	101,481	103,158	1.7%	-6.2%
50.31	Overtime - Regular Full-Time	27	-	-	-	-		
54.xx	Benefits	47,274	48,102	37,301	40,714	51,987	27.7%	8.1%
54.61	Deferred Compensation	4,731	4,944	3,279	3,848	4,987	29.6%	0.9%
54.81	RHS	1,634	1,685	1,481	1,674	1,635	-2.3%	-2.9%
55.71	Car Allowances	396	396	350	396	396	0.0%	
55.80	Compensated Absences	(3,047)	2,849	-	8,908	3,670	-58.8%	28.8%
	Total Personnel	142,405	167,920	132,028	157,021	165,833	5.6%	-1.2%
	SUPPLIES & SERVICES							
181	TRUCKEE LOCAL SERVICES							
61.34	Fixed Route	173,223	490,680	273,666	416,995	568,000	36.2%	15.8%
61.35	Donner Summit Winter Shuttle	89,431	100,940	-	-	-		-100.0%
61.38	Dial-A-Ride	250,554	334,179	206,552	285,900	324,500	13.5%	-2.9%
61.39	Special Event Shuttles	90,158	107,866	68,150	80,000	45,000	-43.8%	-58.3%
	Subtotal Truckee Local Services	603,367	1,033,665	548,368	782,895	937,500	19.7%	-9.3%
182	REGIONAL SERVICES							
61.30	North Lake Tahoe Airport Shuttle	10,300	10,500	10,301	10,500	10,609	1.0%	1.0%
61.32	Hwy 89 Year Round & 267 Winter	110,249	137,509	-	115,253	124,011	7.6%	-9.8%
61.33	Hwy 267 - Non-Winter	67,696	93,253	-	72,794	80,278	10.3%	-13.9%
	Subtotal Regional Services	188,245	241,262	10,301	198,547	214,899	8.2%	-10.9%
180	GENERAL SERVICES & SUPPLIES							
60.15	Education & Training	523	2,000	2,701	3,500	5,000	42.9%	150.0%
61.00	Professional Services	800	7,500	19,382	40,042	92,500	131.0%	1133.3%
61.30	Marketing	12,500	13,750	6,875	13,750	14,163	3.0%	3.0%
63.01	Administrative Overhead	-	47,885	-	48,990	56,344	15.0%	17.7%
63.05	Advertising	-	500	288	500	500		
63.25	Membership & Dues	606	645	620	645	664	3.0%	3.0%
63.35	General Supplies	727	525	484	525	541	3.0%	3.0%
63.50	Postage, Freight, & Delivery	76	100	17	100	100		
63.55	Printing	-	50	225	50	50		
63.70	Telephone	2,790	2,950	1,808	2,800	2,800		-5.1%
66.10	Repair & Maint. - Shelters	18,368	6,600	6,263	8,500	7,000	-17.6%	6.1%
66.20	Repair & Maint. - Office Equip.	-	50	-	50	50		
67.07	Shelters, Buses & Signs Supplies	102	500	-	500	500		
68.03	CalTIP Insurance	44,813	46,157	45,503	45,503	65,309	43.5%	41.5%
69.10	Vehicles - Fuel	38,332	92,943	34,688	51,635	72,000	39.4%	-22.5%
69.20	Vehicles - Mileage	-	250	-	250	250		
69.76	Fleet Maintenance Allocation	74,837	62,464	62,464	61,086	61,364	0.5%	-1.8%
	Subtotal General Supplies & Services	194,475	284,869	181,317	278,426	379,135	36.2%	33.1%
	Subtotal Supplies & Services	986,087	1,559,796	739,986	1,259,868	1,531,533	21.6%	-1.8%
	Subtotal Personnel and Supplies & Services	1,128,492	1,727,716	872,013	1,416,889	1,697,366	19.8%	-1.8%
000	CAPITAL OUTLAY							
80.20	Computer Equipment	-	-	71	71	-	-100.0%	
80.73	Prop 1B PTMISEA	78,451	-	12,743	12,743	72,024	465.2%	100.0%
80.74	Cal OES - Safety & Security Projects	-	25,800	25,800	25,800	-	-100.0%	-100.0%
80.75	State of Good Repair	-	-	-	-	127,976		100.0%
89.00	Depreciation Expense	74,049	84,388	-	70,792	71,246	0.6%	-15.6%
	Total Capital Outlay	152,500	110,188	38,614	109,406	399,222	264.9%	262.3%
	TOTAL	1,280,992	1,837,904	910,627	1,526,295	2,096,588	37.4%	14.1%
80.70	Less: Capital Assets	(78,451)	(25,800)	-	(38,543)	(72,024)		
	TOTAL NET EXPENDITURES	1,202,541	1,812,104	910,627	1,487,751	2,024,564	36.1%	11.7%

Town Council

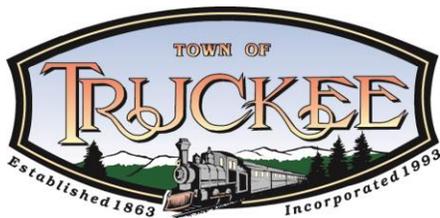
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Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

June 23, 2020

Daniel B. Landon, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

RE: Request for Approval of the FY 2020/21 Claim for Local Transportation Funds

Dear Dan:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$536,099 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 2020-49 by the Truckee Town Council on June 23, 2020.

Given that LTF funds (including FY 18/19 deferred revenue) were returned to NCTC in May 2020 to establish a six-month operating reserve, should any deferred revenue be identified in the FY 19/20 audit will be returned to NCTC, or applied to the FY 20/21 budget.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 15, 2020 agenda for review and approval.

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

Sincerely,

Kelly Beede

Kelly Beede
Administrative Analyst II

Town Council

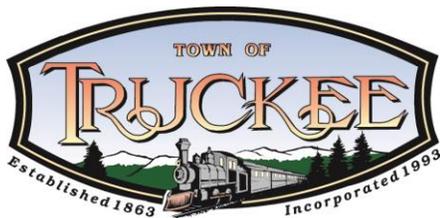
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Denyelle Nishimori, Community Development Director

June 23, 2020

Daniel B. Landon, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

RE: CTS Funding Claim for FY 2020/21 Transit Operations

Dear Dan:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$26,805 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 2020-49 by the Truckee Town Council on June 23, 2020. 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 20/21 Dial-A-Ride program proposed operating budget and estimated ridership is \$324,500 and 9,747, 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 15, 2020 agenda for review and approval. Please contact me with any questions.

Sincerely,

Kelly Beede
Administrative Analyst II

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2020/21

DATE: June 23, 2020

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: TOWN OF TRUCKEE

CONTACT: Kelly Beede, Administrative Analyst II

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 \$536,099 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)	\$1,697,366	\$26,805
Transit/Paratransit Operations	99400 (c) (d) (e)		\$509,294
TOTAL		\$1,697,366	\$536,099

The Town of Truckee requests that the LTF funds be distributed as they become available per adoption of Resolution 2020-49 by the Town of Truckee Town Council on June 23, 2020.

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:



Kim Szczurek, Director of Administrative Services

TOWN OF TRUCKEE
California

RESOLUTION 2020-49

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 2020/21

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 of Truckee; and

WHEREAS, these projects meet the requirements of the Regional Transportation Plan.

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

1. NCTC allocate \$536,099 of Local Transportation Funds to the TART fixed route and paratransit FY 2020/21 operations budget as follows: \$509,294 per PUC 99400(c)(d)(e); \$26,805 per PUC 99275(a).
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by Council Member Abrams, seconded by Vice Mayor Klovstad, at a Regular Meeting of the Truckee Town Council, held on the 23rd day of June 2020, and adopted by the following vote:

AYES: Council Member Abrams, Vice Mayor Klovstad, Council Member Commendatore, and Mayor Polivy.

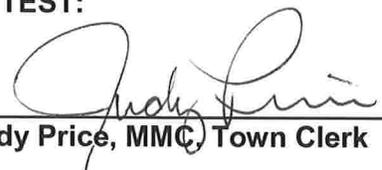
NOES: none.

ABSENT: Council Member Tirman.



David Polivy, Mayor

ATTEST:



Judy Price, MMC, Town Clerk

Town Council

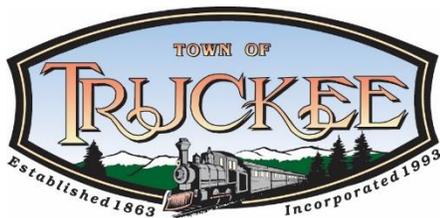
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Anna Klovstad, Vice Mayor

Jessica Abrams, Council Member

David Tirman, Council Member

Tony Commendatore, Council Member



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Judy Price, Communications Director/Town Clerk

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

June 23, 2020

Daniel B. Landon, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959

RE: Request for Approval of the FY 2020/21 Claim for State Transit Assistance Funds

Dear Dan:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$453,707 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 2020-50 by the Truckee Town Council on June 23, 2020.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 15, 2020 agenda for review and approval.

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

Sincerely,

Kelly Beede

Kelly Beede
Administrative Analyst II

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2020/21

DATE: June 23, 2020

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: TOWN OF TRUCKEE

CONTACT: Kelly Beede, Administrative Analyst II

PHONE: 530-582-2489

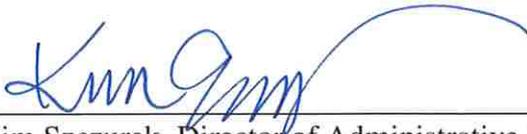
The TOWN OF TRUCKEE hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of \$453,707 comprised of State Transit Assistance (STA) funds. The total amount of this claim shall 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)	\$1,697,366	\$453,707

The Town of Truckee requests that the STA funds be distributed as they become available per the adoption of Resolution 2020-50 by the Town of Truckee Town Council on June 23, 2020.

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:



Kim Szczurek, Director of Administrative Services

TOWN OF TRUCKEE
California

RESOLUTION 2020-50

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 2020/21

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 of Truckee; and

WHEREAS, these projects meet the requirements of the Regional Transportation Plan.

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

1. NCTC allocate \$453,707 of State Transit Assistance Funds to the TART fixed route and paratransit FY 2020/21 operations budget as follows: \$432,552 per PUC 99313; \$21,155 per PUC 99314.
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by Council Member Abrams, seconded by Vice Mayor Klovstad, at a Regular Meeting of the Truckee Town Council, held on the 23rd day of June 2020, and adopted by the following vote:

AYES: Council Member Abrams, Vice Mayor Klovstad, Council Member Commendatore, and Mayor Polivy.

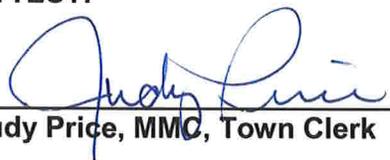
NOES: none.

ABSENT: Council Member Tirman



David Polivy, Mayor

ATTEST:



Judy Price, MMC, Town Clerk

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

Claimant: Town of Truckee (Agency Name)

Fiscal Year: 2020/21 (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). *KB*
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. *KB*
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. *KB*
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**). *KB*
5. **ANNUAL FISCAL AUDIT** - Claimant agrees to follow the annual fiscal audit process established by the Nevada County Transportation Commission. *KB*
6. **TRIENNIAL PERFORMANCE AUDIT** - Claimant agrees to make a reasonable effort to address all issues and recommendations made in the last Triennial Performance Audit. *KB*
7. **PRODUCTIVITY IMPROVEMENT PROGRAM** - Claimant agrees to make a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244. *KB*
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 *KB*
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. *KB*

Kelly Beede

Kelly Beede
Administrative Analyst II
June 23, 2020

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

PARATRANSIT SERVICES

ADDRESS		TELEPHONE NUMBER
10713 RIVERVIEW RD		(530) 550-7451
CITY	ZIP CODE	COUNTY
TRUCKEE CA	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
LYLE MARKOWICH	A10881	09/10/2019

Destroy Previous Editions

Chp339_0809.pdf

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

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ISSUED BY	I.D. NUMBER	DATE
LYLE MARKOWICH	A10881	09/10/2019

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Operator: Town of Truckee

For Most Recently Completed Fiscal Year: 2018/19

OPERATOR PERFORMANCE TABLE

Performance Indicator		
1	<i>PUC 99247 (a)(b)</i>	Operating Cost/ Passenger Trip
	<u>\$35.09/ Trip</u>	Truckee TART Operating Costs: \$850,089 Truckee TART Ridership: 24,226
2	<i>PUC 99247 (c)'</i>	Operating Cost/Service Hour
	<u>\$127.58/Hour</u>	Truckee TART Operating Costs: \$850,089 Truckee TART Vehicle Service Hours: 6,663
3	<i>PUC 99247 (d)</i>	Passengers/Vehicle Service Hour
	<u>3.63/Hour</u>	Truckee TART Ridership: 24,226 Truckee TART Vehicle Service Hours: 6,663
4	<i>PUC 99247 (e)</i>	Passengers/ Service Mile
	<u>0.23/Mile</u>	Truckee TART Ridership: 24,226 Truckee TART Vehicle Service Miles: 103,833
5	<i>PUC 99247 (h)(j)</i>	Vehicle Service Hours/FT Employee Equivalent (=2,000 hours)
	<u>534 Hrs/Emp</u>	Truckee TART Vehicle Service Hours: 6,663 Total FT Employee Equivalent: 12.48
6	<i>PUC 99268.4</i>	Farebox Ratio
	<u>18.6%</u>	Truckee TART Operating Costs: \$850,089 Truckee TART Farebox Revenue: \$158,518

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 20-32
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
FUNDS TO THE COUNTY OF NEVADA FOR FY 2020/21

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 20-xxx on July 7, 2020, has requested an allocation of \$645,303 for FY 2020/21 from RSTP funds; and

WHEREAS, as of April 3, 2020, the RSTP (Fund #6492) amount available to allocate for County of Nevada was \$779,792.

NOW, THEREFORE, BE IT RESOLVED, that NCTC does hereby allocate \$645,303 for FY 2020/21 from the RSTP fund to County of Nevada for projects included in the 2020 Capital Improvement Program, contingent upon receipt of the Board of Supervisors' pending resolution. 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 15, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, 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

Sean Powers
Community Development Agency Director

Trisha Tillotson
Director of Public Works

June 18, 2020

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

SUBJECT: Nevada County's Application for FY 2020/21 RSTP Funding Allocations

Dear Dan,

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. \$645,303

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 is being presented to the County Board of Supervisors on July 7, 2020 outlining these allocation requests.

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, DIRECTOR OF PUBLIC WORKS

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

REGIONAL SURFACE TRANSPORTATION PROGRAM

CLAIM FORM

Date: June 17, 2020

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: \$645,303

Total Request Amount of RSTP Funds: \$ 645,303

Fiscal Year in Which Funds are Expended: FY 20/21

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 March 10, 2020 at a duly notice public hearing and was determined to be consistent with the Nevada County General Plan per attached resolution 20-078

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



RESOLUTION No. _____

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

AUTHORIZATION OF FISCAL YEAR 2020/21 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 2020/21 as follows:

- General maintenance: \$645,303; and

WHEREAS, on March 10, 2020, the Board of Supervisors adopted Resolution 20-078, which adopted the Nevada County Department of Public Works Capital Improvement Plan 2020 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 2020 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 FY 2020/21 RSTP funding request of \$645,303:

- New allocation for FY 2020/21: General maintenance \$645,303

JAN ARBUCKLE – Grass Valley City Council
ANDREW BURTON – Member-At-Large, Chair
CAROLYN WALLACE DEE – Town of Truckee
ANN GUERRA – Member-At-Large
SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
ED SCOFIELD – Nevada County Board of Supervisors
DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 500.1, 720.5

July 15, 2020

Trisha Tillotson, Director
County of Nevada Community Development Agency
Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959-8617

SUBJECT: FUNDING AGREEMENT #RSTPNCO071520 BETWEEN THE COUNTY OF NEVADA AND THE NEVADA COUNTY TRANSPORTATION COMMISSION FOR FY 2020/21 REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDS

Dear Ms. Tillotson:

This agreement, when countersigned, authorizes the Nevada County Transportation Commission (NCTC) to perform contract management and oversight of the RSTP exchange funds distributed to County of Nevada, 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

**RESOLUTION 20-33
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
FUNDS TO THE CITY OF GRASS VALLEY FOR FY 2020/21**

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 Grass Valley, through the adoption of Resolution 2020-16 on May 12, 2020, has requested an allocation of \$240,000 for FY 2019/20 and an allocation of \$150,000 for FY 2020/21 from RSTP funds, for a total allocation of \$390,000; and

WHEREAS, as of April 3, 2020, the RSTP (Fund #6492) amount available to allocate for County of Nevada was \$394,107.

NOW, THEREFORE, BE IT RESOLVED, that NCTC does hereby allocate \$390,000 from the RSTP fund to the City of Grass Valley for projects included in the 2020 Capital Improvement Program. Payments shall be made upon receipt of invoice(s).

BE IT FURTHER RESOLVED, that NCTC’s Executive Director is hereby authorized to execute an RSTP Subrecipient Funding Agreement with the City of Grass Valley 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 15, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

**REGIONAL SURFACE TRANSPORTATION PROGRAM
CLAIM FORM**

June 26, 2020

TO: Nevada County Transportation Commission

APPLICANT: City of Grass Valley
Contact: Bjorn Jones, Assistant City Engineer
Phone: 530-274-4353

PROJECT TITLE: 2019/20 Annual Street Rehabilitation Project

TOTAL COST ESTIMATE OF PROJECT: \$840,000

TOTAL REQUESTED AMOUNT OF RSTP FUNDS: \$240,000

FISCAL YEAR: 2020/21

PROJECT DESCRIPTION:

The City of Grass Valley's 19/20 Annual Street Rehabilitation Project involves the street maintenance and rehabilitation of various roadways throughout the City of Grass Valley. The project scope includes hot mix asphalt removal, replacement and overlay, and pavement marking and striping. The project is included in the City's 2020/21 budget.

A City Council meeting was held on June 30, 2020 to involve all interested parties and public comment was invited and considered in advance of including the proposed project in the fiscal year budget.

The project is consistent with Nevada County's Regional Transportation Plan, the City's Street System Master Plan and General Plan.

**REGIONAL SURFACE TRANSPORTATION PROGRAM
CLAIM FORM**

June 26, 2020

TO: Nevada County Transportation Commission

APPLICANT: City of Grass Valley
Contact: Bjorn Jones, Assistant City Engineer
Phone: 530-274-4353

PROJECT TITLE: 2020/21 Annual Street Rehabilitation Project

TOTAL COST ESTIMATE OF PROJECT: \$370,000

TOTAL REQUESTED AMOUNT OF RSTP FUNDS: \$150,000

FISCAL YEAR: 2020/21

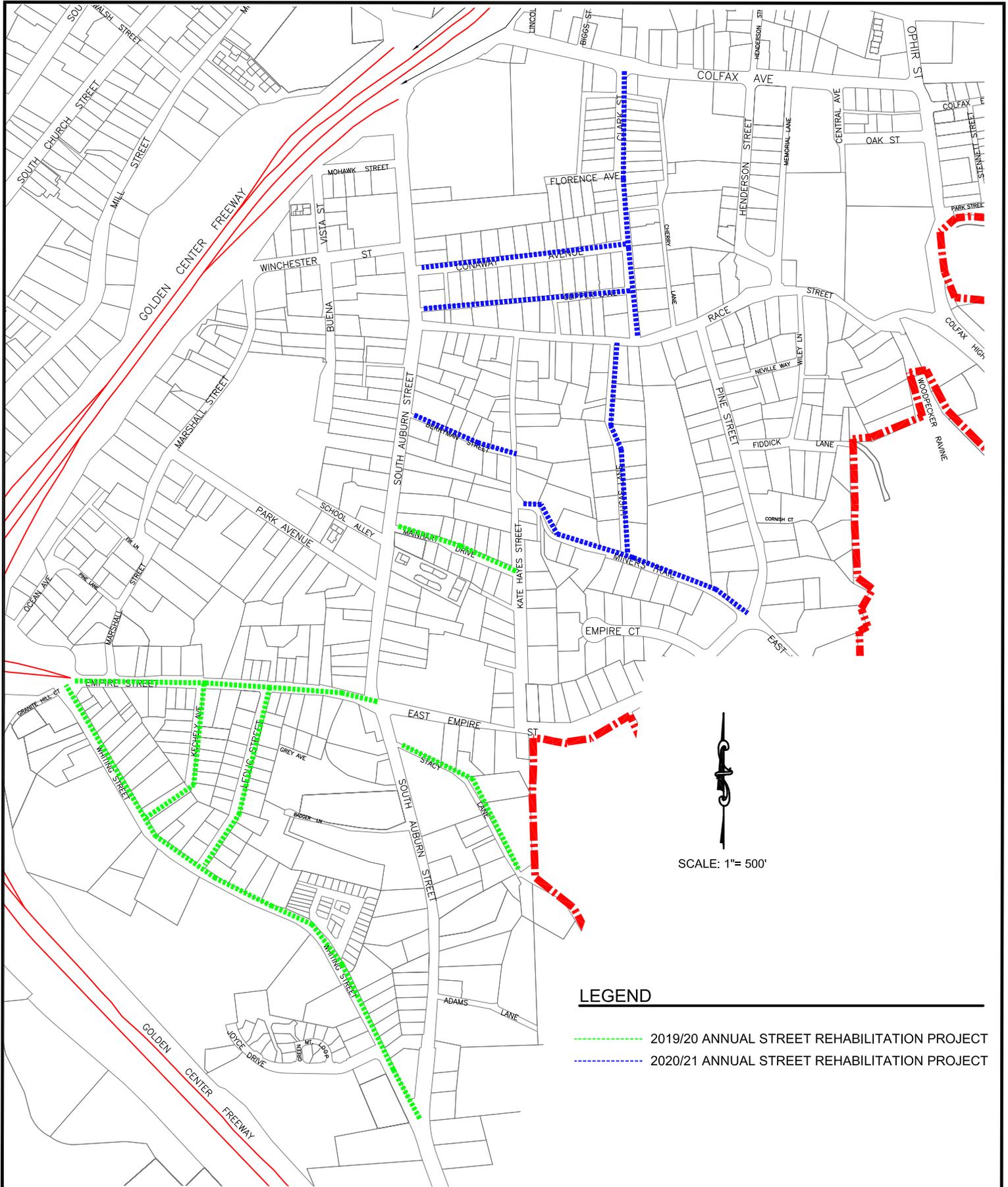
PROJECT DESCRIPTION:

The City of Grass Valley's 20/21 Annual Street Rehabilitation Project involves the street maintenance and rehabilitation of various roadways throughout the City of Grass Valley. The project scope includes hot mix asphalt removal, replacement and overlay, and pavement marking and striping. The project is included in the City's 2020/21 budget.

A City Council meeting was held on June 30, 2020 to involve all interested parties and public comment was invited and considered in advance of including the proposed project in the fiscal year budget.

The project is consistent with Nevada County's Regional Transportation Plan, the City's Street System Master Plan and General Plan.

CITY OF GRASS VALLEY STREET REHAB PLANNING MAP



LEGEND

- - - 2019/2020 ANNUAL STREET REHABILITATION PROJECT
- - - 2020/21 ANNUAL STREET REHABILITATION PROJECT



CITY OF GRASS VALLEY
Public Works Department

125 East Main Street
Grass Valley, CA 95945
530-274-4350

Engineering · Maintenance · Water and Wastewater · Parks and Recreation

April 29, 2020

FY 19/20 RSTP EXCHANGE PROJECT LIST

The City of Grass Valley requests approval of the RSTP Exchange project list and subsequent reallocation/allocation as follows:

Project Title:	Project Type:	Cost:	Notes:
2020 Annual Street Rehabilitation Project	Pavement Rehabilitation	\$240,000	New allocation of \$240,000
2021 Annual Street Rehabilitation Project	Pavement Rehabilitation	\$150,000	New allocation of \$150,000



**City of Grass Valley
City Council
Agenda Action Sheet**

Council Meeting Date: May 12, 2020

Date Prepared: May 6, 2020

Prepared by: Bjorn P. Jones, PE, Assistant City Engineer *BJ*

Title: NCTC – RSTP Allocation Request

Recommended Motion: That Council authorize the Mayor to execute a Resolution requesting Regional Surface Transportation Program Funds for construction street rehabilitation and accessibility improvements.

Agenda: Consent

Background Information: Title 23-Section 133 of the Federal Surface Transportation Program permits the use of Regional Surface Transportation Program (RSTP) funds for construction of street improvements. The Nevada County Transportation Commission (NCTC) manages the RSTP for Nevada County. The City of Grass Valley currently has approximately \$390,000 available to allocate to street improvement projects.

The City has identified the need for RSTP funds for the following projects:

- \$240,000 for construction funding of the 2020 Annual Street Rehabilitation Project to complete street repair and resurfacing of West Empire Street, Whiting Street, Kechley Court, Le Duc Street, Mainhart Drive and Stacey Lane
- \$150,000 for construction funding of the planned 2021 Annual Street Rehabilitation Project to complete street repair and resurfacing

Staff requests that Council authorize the Mayor to execute the attached, requesting Regional Surface Transportation Program funds for construction of street improvement and accessibility projects as described above. Upon execution of the resolution, staff will submit a claim form to NCTC with the resolution attached per NCTC's Policies and Procedures Manual.

Council Goals/Objectives: Execution of the proposed Resolution executes portions of work tasks towards achieving/maintaining Strategic Plan Goal – City Infrastructure Investment.

Fiscal Impact: Supplementing street rehab project budgets with RSTP funds will enable the project scope and area to be expanded.

Funds Available: N/A

Account #: N/A

Reviewed by:

JMA City Manager

____ Finance

RESOLUTION NO. 2020- 16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY REQUESTING
THE NEVADA COUNTY TRANSPORTATION COMMISSION ALLOCATE REGIONAL
SURFACE TRANSPORTATION PROGRAM FUNDS FOR FISCAL YEAR 2019/20 AND 20/21**

WHEREAS, Title 23-Section 133 of the Federal Surface Transportation Program permits the use of Regional Surface Transportation Program (RSTP) funds for construction of a variety of transportation improvement projects; and

WHEREAS, the Nevada County Transportation Commission (NCTC) manages the RSTP for Nevada County; and

WHEREAS, RSTP funds for the maintenance of roadways and pedestrian improvements are available for allocation to the City; and

WHEREAS, the City of Grass Valley is requesting \$390,000 in RSTP funds; and

WHEREAS, the proposed projects are consistent with adopted plans and programs and are in conformity with the Regional Transportation Plan; and

WHEREAS, the proposed projects were included in the City's Capital Improvement Program of which public comment was solicited and encouraged.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, as follows:

1. That the foregoing statements are true and correct; and
2. That \$240,000 in available RSTP funds be allocated towards the 2020 Annual Street Rehabilitation Project.
3. That \$150,000 in available RSTP funds be allocated towards the 2021 Annual Street Rehabilitation Project.
4. That the Assistant City Engineer of the City of Grass Valley, or his designated representative, is hereby authorized to submit claim forms to NCTC for the allocation and payment of \$390,000 in RSTP funds for the maintenance of roadways and pedestrian improvements.
5. That these allocation requests and funding will be used as specified.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 12th day of May 2020, by the following vote:

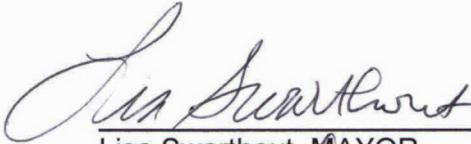
RESOLUTION NO. 2020-16

AYES:

NOES:

ABSTAIN:

ABSENT:



Lisa Swarthout, MAYOR

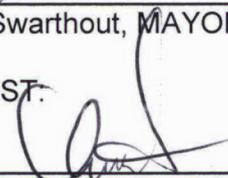
APPROVED AS TO FORM:



5/12/2020

Michael G. Colantuono, CITY ATTORNEY

ATTEST:



Andy Heath, Acting CITY CLERK

JAN ARBUCKLE – Grass Valley City Council
ANDREW BURTON – Member-At-Large, Chair
CAROLYN WALLACE DEE – Town of Truckee
ANN GUERRA – Member-At-Large
SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
ED SCOFIELD – Nevada County Board of Supervisors
DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 500.1

July 15, 2020

Bjorn Jones, P.E., Senior Civil Engineer
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

SUBJECT: FUNDING AGREEMENT ##RSTPGV071520 BETWEEN GRASS VALLEY AND THE NEVADA COUNTY TRANSPORTATION COMMISSION FOR FY 2020/21 REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDS

Dear Mr. Jones:

This agreement, when countersigned, authorizes the Nevada County Transportation Commission (NCTC) to perform contract management and oversight of the RSTP exchange funds distributed to Grass Valley, 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 sub-recipient receiving funds as a contractor or sub-contractor 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.

**RESOLUTION 20-34
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDS
TO THE CITY OF NEVADA CITY FOR FY 2020/21 FOR THE
BOULDER STREET SIDEWALK AND RAILING IMPROVEMENTS 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 2020-33 on June 1, 2020, has requested an allocation of \$86,000 for FY 2020/21 for the Boulder Street Sidewalk and Railing Improvements Project; and

WHEREAS, as of April 3, 2020, the RSTP (Fund #6492) amount available to allocate to the City of Nevada City was \$107,043.

NOW, THEREFORE, BE IT RESOLVED, that NCTC does hereby allocate \$86,000 for FY 2020/21 from the RSTP Fund to the City of Nevada City for the Boulder Street Sidewalk and Railing Improvements 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 15, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



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

July 6, 2020

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, FY20/21**

Dear Dale:

The City Engineer and Public Works staff identified areas where Sidewalk and Railing is needed for street rehabilitation at Boulder Street. The street project consists of sidewalk and retaining wall replacement and installation of new railing at Boulder Street. City staff procured bids for Boulder Street Sidewalk and Railing as advertised on July 3rd, 2019. Four qualified bids were received, and the contract was awarded to DMCE Concrete & Engineering Contractors by City Council at its regularly scheduled public meeting on August 14, 2019.

The total cost of the project is \$264,935. The project provides safety improvements with added railing and sidewalk rehabilitation for Boulder Street in conformity with the Nevada County Regional Transportation Plan. The project also improved lane widths on this major collector roadway at a 'pinch point' near mid-point of the project with the relocation of a retaining wall.

The City of Nevada City requests that NCTC allocate \$86,000 of Regional Surface Transportation Program (RSTP) Funds for this project in accordance with the attached claim and as further described in City Resolution 2020-32. Thank you for consideration of this request.

Sincerely,

CITY OF NEVADA CITY

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

**REGIONAL SURFACE TRANSPORTATION PROGRAM
CLAIM FORM**

July 6, 2020

(Date)

To: Nevada County Transportation Commission

From: City of Nevada City

Project Title: Boulder Street Sidewalk and Railing

Total Cost Estimate of Project: \$264,935

Total Requested Amount of RSTP Funds: \$86,000

Fiscal Year in Which Funds are to be Expended: 20/21

Project Description and Purpose: The project consists of sidewalk and retaining wall replacement and installation of new railing at Boulder Street.

Attachments / Supporting documents:

1. Cover Letter for RSTP Claim Request, including :
 - Statement attesting a good faith effort was made to involve all interested parties and public comment was invited and considered.
 - Statement attesting that the proposed project is consistent with adopted plans and programs and is in conformity with the Regional Transportation Plan.
2. A map of the project no larger than 8-1/2 x 11.
3. A copy of the signed resolution 2020-33 by City Council approving the claim.

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

June 1, 2020

TITLE: Regional Surface Transportation Program (RSTP) Claim for Boulder Street Sidewalk and Railing Improvements Project

RECOMMENDATION: Pass Resolution No. 2020-XX, a Resolution requesting the Nevada County Transportation Commission (NCTC) Requesting that NCTC Allocate \$86,000 of Nevada City's Apportionment of Regional Surface Transportation Program Funds for Boulder Street Sidewalk and Railing Improvements Project.

CONTACT: Bryan McAlister, City Engineer

BACKGROUND/DISCUSSION:

This item was originally scheduled to be heard at the May 27, 2020 City Council meeting. Due to technical difficulties, the City Council meeting did not stream live on YouTube, and in order to allow for full public participation, the City Council continued the meeting to Monday, June 1, 2020.

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 Boulder Street sidewalk and railing project was identified as a priority for City street improvements. City Council awarded a contract for these improvements in August 14, 2019. The project is expected to be complete in June 2020. City staff recommends that a claim be submitted to NCTC to request RSTP funds for this project. The Boulder Street project includes pedestrian and street improvements that are eligible for funding by RSTP subject to approval by NCTC.

ENVIRONMENTAL CONSIDERATIONS: None.

FINANCIAL CONSIDERATIONS: Not applicable.

ATTACHMENTS:

- ✓ Resolution No. 2020-XX, a Resolution Requesting the Nevada County Transportation Commission (NCTC) Requesting that NCTC Allocate \$86,000 of Nevada City's Apportionment of Regional Surface Transportation Program funds for Boulder Street Sidewalk and Railing Improvements Project

RESOLUTION NO. 2020-33

A RESOLUTION REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC) ALLOCATE \$86,000 OF THE CITY'S APPORTIONMENT OF REGIONAL SURFACE TRANSPORTATION FUNDS FOR BOULDER STREET IMPROVEMENTS 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 AND THEREFORE, BE IT RESOLVED the City Council requests NCTC allocate \$86,000 of Nevada City's apportionment of Regional Surface Transportation Program funds for Boulder Street Sidewalk and Railing Improvements project.

PASSED AND ADOPTED at a regular scheduled meeting of the City Council held on this 1st day of June, 2020, by the following vote:

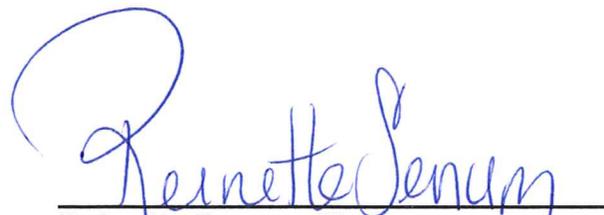
AYES: SENUM, MINETT, STRAWSER, MOBERG, PARKER

NOES:

ABSTAIN:

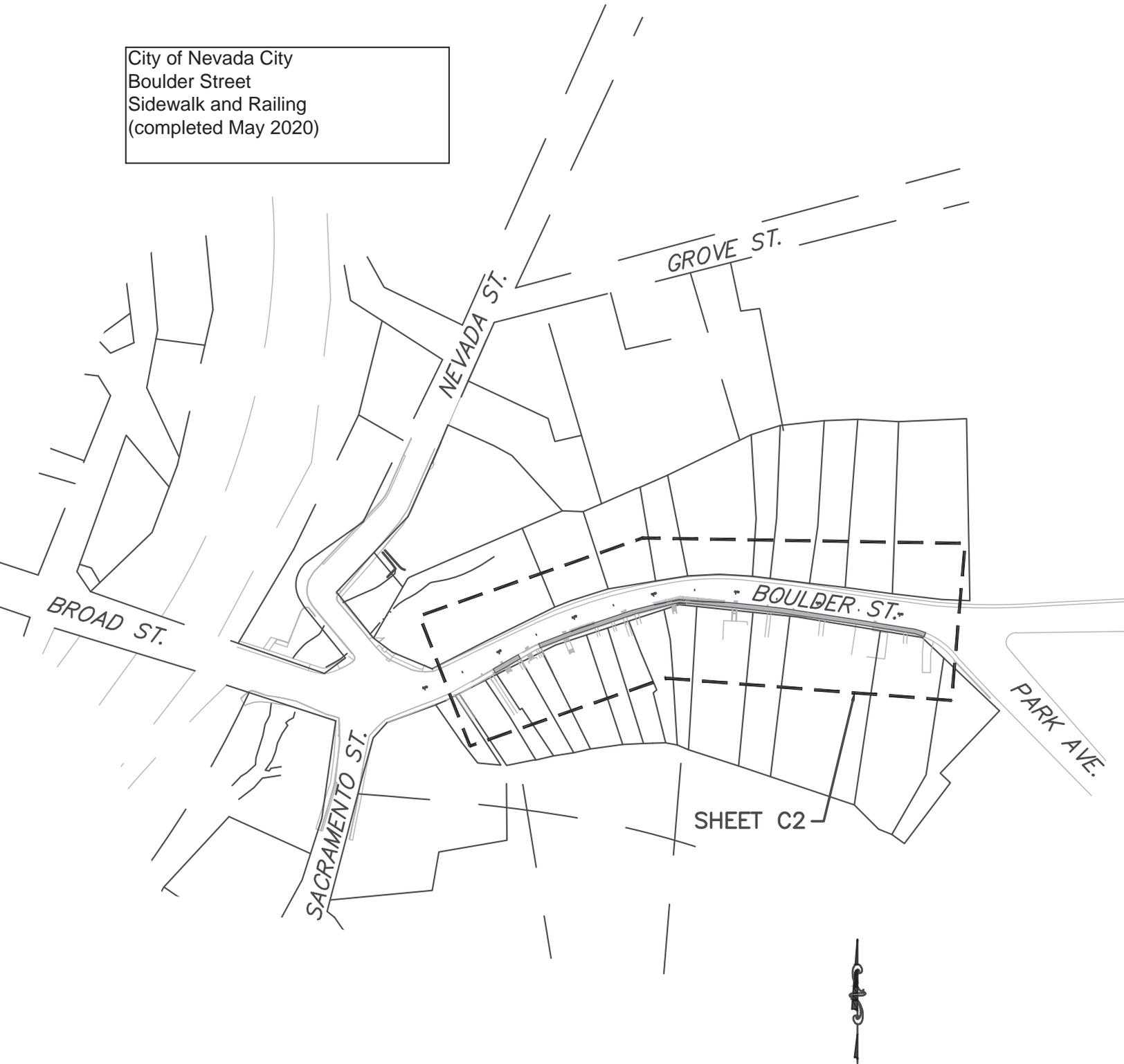
ABSENT:

ATTEST:


Reinette Senum, Mayor


Neil Locke, City Clerk

City of Nevada City
Boulder Street
Sidewalk and Railing
(completed May 2020)



LOCATION MAP

1"=120'

JAN ARBUCKLE – Grass Valley City Council
ANDREW BURTON – Member-At-Large, Chair
CAROLYN WALLACE DEE – Town of Truckee
ANN GUERRA – Member-At-Large
SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
ED SCOFIELD – Nevada County Board of Supervisors
DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 500.1

July 15, 2020

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

SUBJECT: FUNDING AGREEMENT #RSTPNevCty032118 BETWEEN NEVADA CITY AND THE NEVADA COUNTY TRANSPORTATION COMMISSION FOR FY 2020/21 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 sub-recipient receiving funds as a contractor or sub-contractor 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
 ANDREW BURTON – Member-At-Large, Chair
 CAROLYN WALLACE DEE – Town of Truckee
 ANN GUERRA – Member-At-Large
 SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
 ED SCOFIELD – Nevada County Board of Supervisors
 DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
 MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 340.0
 40.01

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director *Daniel B. Landon*

SUBJECT: Amendment 5, Professional Services Agreement for Airport Land Use Planning Services with Mead & Hunt, Inc., Resolution 20-35

DATE: July 17, 2019

RECOMMENDATION: Adopt Resolution 20-35, approving Amendment 5 to the Professional Services Agreement for Airport Land Use Planning Services with the firm Mead & Hunt, Inc., commencing September 16, 2020 through September 16, 2021.

BACKGROUND: On September 16, 2015, the Nevada County Transportation Commission (NCTC) approved an agreement with Mead & Hunt, Inc. for Airport Land Use Planning Services. Amendments 1 through 4 extended the agreement through September 16, 2020. Amendment 5 will extend the agreement through September 16, 2021.

NCTC staff has been pleased with the performance of Mead & Hunt, Inc. The firm's knowledge and experience with airport land use planning is exceptional.

The principal staff members assigned to NCTC are Ken Brody and Maranda Thompson. During Mr. Brody's 35+ year planning career he has served as a consultant to airports and airport land use commissions throughout California, leading the preparation of numerous airport master plans, airport land use compatibility plans, and other airport projects. Ms. Thompson has over 15 years of experience in the practice of aviation planning. She has developed specialized expertise in the area of airport land use compatibility planning in the State of California, and has prepared numerous airport land use compatibility plans and supporting CEQA documents.

The proposed amendment extends the term of the agreement for one year, all other terms and conditions remain in effect.

attachments

AMENDMENT 5
TO THE MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION
AND MEAD & HUNT, INC.
FOR AIRPORT LAND USE PLANNING SERVICES

This Amendment 5 to the September 16, 2015 Master Agreement for professional services (“Master Agreement”) between the Nevada County Transportation Commission (“NCTC”) and Mead & Hunt, Inc. (“Consultant”) is entered into effective July 15, 2020.

WHEREAS, NCTC and Consultant entered into the Master Agreement for professional on-call services related to Airport Land Use Planning issues, as the need for such services arise; and

WHEREAS, NCTC and Consultant wish to amend the Agreement to extend the time for performance for an additional year.

NOW, THEREFORE, NCTC and Consultant agree as follows:

1. Section 9 of the Agreement (“**Time of Performance**”), subsection a., is amended to read as follows:
 - a. This Agreement shall commence on September 16, 2015, and shall continue through September 16, 2021.
2. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on the Following Page]

This Amendment 5 to the Agreement between the Nevada County Transportation Commission and Mead & Hunt, Inc. is effective July 15, 2020.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

NEVADA COUNTY TRANSPORTATION COMMISSION:

Andrew Burton
Chair

APPROVED AS TO FORM:



SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to NCTC

MEAD & HUNT, INC.:

Jon J. Faucher, Principal-in-Charge
Mead & Hunt, Inc.

**RESOLUTION 20-35
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**APPROVAL OF AMENDMENT 5
TO THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC.
FOR AIRPORT LAND USE PLANNING SERVICES**

WHEREAS, on September 16, 2015, NCTC and Mead & Hunt, Inc. entered into a master agreement for professional on-call services related to airport land use planning issues; and

WHEREAS, the Nevada County Transportation Commission wishes to extend the agreement for an additional year.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission authorizes the Chair to execute Amendment 5 to the Professional Services Agreement between NCTC and Mead & Hunt, Inc. to provide airport land use planning services, extending the term of the agreement to September 16, 2021.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 15, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council
 ANDREW BURTON – Member-At-Large, Chair
 CAROLYN WALLACE DEE – Town of Truckee
 ANN GUERRA – Member-At-Large
 SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
 ED SCOFIELD – Nevada County Board of Supervisors
 DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
 MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 870.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Amendment 6, Professional Services Agreement for General Counsel Services with Sloan Sakai Yeung & Wong LLP, Resolution 20-36

DATE: July 15, 2020

RECOMMENDATION: Adopt Resolution 20-36 approving Amendment 6 to the Professional Services Agreement for General Counsel Services with the law firm Sloan Sakai Yeung & Wong LLP, extending the contract for one year commencing August 30, 2020 through August 30, 2021.

BACKGROUND: On July 15, 2015, the Nevada County Transportation Commission (NCTC) approved an agreement with Miller & Owen for General Counsel Services. On September 16, 2015, NCTC approved Amendment 1 to the Agreement, changing the name of the firm to Renne Sloan Holtzman Sakai LLP. In subsequent years Amendments 2 through 5 extended the term through August 29, 2020. Amendment 6 will extend the term an additional year, through August 30, 2021. Effective March 1, 2018, the name of the firm changed to Sloan Sakai Yeung & Wong LLP.

NCTC staff has been extremely pleased with the performance of Sloan Sakai Yeung & Wong LLP. The firm's knowledge and experience with Regional Transportation Planning Agencies (RTPAs) and competence in addressing a wide variety of legal issues is exceptional.

Nancy C. Miller, a partner in the firm, is primarily responsible for the provision of services to NCTC. She has over thirty years of legal experience and specializes in public agency law with special emphasis on local government. Ms. Miller is a "preeminent lawyer," the highest ranking by Martindale-Hubbe, and since 2004, she has been rated as a "Super Lawyer" by *Law and Politics* magazine. From 2000-2010 Ms. Miller served as an Adjunct Professor of Law at the University of the Pacific, McGeorge School of Law, teaching Local Government Law. She currently serves on the Board of Governors of the University of California, Hastings College of Law in San Francisco.

In addition to Ms. Miller, senior attorneys are available as needed to provide services to NCTC, including DeeAnne Gillick and Osman Mufti.

DeeAnne Gillick has been representing public agencies for more than 20 years. In her representation of transportation agencies, LAFCOs, and other public entities, Ms. Gillick's services include the full array of issues that confront a public agency, including contract review, compliance with open meetings and

public records laws, conflicts of interest, employment issues, CEQA, land use issues, real property transactions, and all other aspects of public agency law. Ms. Gillick has worked for counties and cities, including serving as city attorney, and has represented joint powers agencies, special districts and other public agencies. In addition to her general and special counsel work she has represented public agencies in government tort claims and writ of mandamus actions.

Osman I. Mufti is Senior Counsel providing general counsel services to public agencies, including transportation agencies, regarding the use of Federal and State funds and related procurement and contractual requirements. Mr. Mufti has advised transportation commissions and joint powers authorities regarding the Brown Act, public records laws, conflicts of interest and public contracting matters. Mr. Mufti has previously served as an Assistant City Attorney and has substantial experience with issues concerning public agencies.

The rates shown in Exhibit B-4 reflect no hourly increase for attorneys providing services to NCTC for the 2020/21 time-frame.

attachments

AMENDMENT 6

**TO THE AGREEMENT BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION AND
SLOAN SAKAI YEUNG & WONG LLP (FORMERLY RENNE SLOAN HOLTZMAN SAKAI LLP)
FOR GENERAL COUNSEL SERVICES**

The Agreement for General Counsel Services ("Agreement") effective August 30, 2015, is amended by and between the Nevada County Transportation Commission ("NCTC") and Sloan Sakai Yeung & Wong LLP ("Attorney") as follows:

1. Section 8, Term of Agreement: The parties desire to amend the Agreement for General Counsel Services to extend the term for an additional year commencing August 30, 2020 through August 30, 2021.
2. Section 10, Compensation: a. Fees. NCTC shall pay Attorney, beginning September 1, 2020, those fees described in Exhibit B-4 attached hereto and incorporated herein.
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, Amendment 6 to the Agreement between the Nevada County Transportation Commission and Sloan Sakai Yeung & Wong LLP, for General Counsel Services has been executed by the parties hereto the day and year shown below.

By: _____
Nancy C. Miller, Partner
Sloan Sakai Yeung & Wong LLP

Date: _____

By: _____
Andrew Burton, Chair
Nevada County Transportation Commission

Date: _____

Attachment

Exhibit B-4

Effective September 1, 2020

RATE SCHEDULE

Nancy C. Miller	\$290.00
Christiane E. Layton	\$270.00
DeeAnne Gillick	\$270.00
Paul J. Chrisman	\$270.00
Madeline E. Miller	\$240.00
Osman I. Mufti	\$240.00
Susan Yoon	\$220.00
Other Associates / Sr. Counsel	\$220-\$290
Other Partners / Of Counsel	\$290-\$340
Paralegals	\$125.00

**RESOLUTION 20-36
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF AMENDMENT 6 TO THE NEVADA COUNTY TRANSPORTATION
COMMISSION (NCTC) PROFESSIONAL SERVICES AGREEMENT WITH
SLOAN SAKAI YEUNG & WONG LLP, (FORMERLY RENNE SLOAN HOLTZMAN
SAKAI LLP) FOR GENERAL COUNSEL SERVICES

WHEREAS, on August 30, 2015, NCTC and Sloan Sakai Yeung & Wong LLP (formerly Renne Sloan Holtzman Sakai LLP), entered into a contract for general counsel services; and

WHEREAS, the Nevada County Transportation Commission wishes to extend the agreement for an additional year..

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission authorizes the Chair to execute Amendment 6 to the Professional Services Agreement between NCTC and Sloan Sakai Yeung & Wong LLP to provide general counsel services, extending the term of the agreement to August 30, 2021.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 15, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council
 ANDREW BURTON – Member-At-Large, Chair
 CAROLYN WALLACE DEE – Town of Truckee
 ANN GUERRA – Member-At-Large
 SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
 ED SCOFIELD – Nevada County Board of Supervisors
 DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
 MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.1

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director *Daniel B. Landon*

SUBJECT: Subrecipient Agreements with Nevada County, the Cities of Grass Valley and Nevada City, and the Town of Truckee, Resolution 20-37

DATE: July 15, 2020

RECOMMENDATION: Adopt Resolution 20-37 approving the 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 the 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 20-37
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF THE 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 20-23 approved the FY 2020/21 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.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 15, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

**FY 2020/21 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
NEVADA COUNTY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION PLANNING
PROCESS DURING FISCAL YEAR 2020/21

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2020**, 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, 2021** 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 **Daniel B. Landon**, 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:

Daniel B. Landon, 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**

ANDREW BURTON
CHAIR

APPROVED AS TO FORM:



SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2020/21

	Budget \$17,500	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:													
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 (CMAC) 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

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Nevada County Transportation Commission (NCTC), the California Department of Transportation (Caltrans), and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of NCTC funded contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the Subrecipient shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s. The CUCP database may be accessed online at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE/UDBE Participation Information *(Subrecipient must check at least one of the options below, provide required information regarding certified DBE’s, and sign this Information Sheet on page 3)*

_____ **Option #1 - No Certified DBE participation proposed for this contract.**

_____ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

(Please attach an additional sheet if necessary)

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

**FY 2020/21 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 2020/21

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2020**, 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, 2021** 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 **Daniel B. Landon**, 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:

Daniel B. Landon, 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 **Bjorn 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, Assistant 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**

ANDREW BURTON
CHAIR

APPROVED AS TO FORM:



SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2020-21

	Budget \$7,500	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:													
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 (CMAC) 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

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Nevada County Transportation Commission (NCTC), the California Department of Transportation (Caltrans), and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of NCTC funded contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the Subrecipient shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s. The CUCP database may be accessed online at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE/UDBE Participation Information *(Subrecipient must check at least one of the options below, provide required information regarding certified DBE’s, and sign this Information Sheet on page 3)*

_____ **Option #1 - No Certified DBE participation proposed for this contract.**

_____ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

(Please attach an additional sheet if necessary)

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

EXHIBIT B

Annual Gross Receipts (check one): ___ Less than \$500,000 _____
 ___ \$500,000-\$1 million Age of Firm
 ___ \$1 million-\$2 million
 ___ \$2 million-\$5 million
 ___ Over \$5 million

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Name of Certified DBE DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one): ___ Less than \$500,000 _____
 ___ \$500,000-\$1 million Age of Firm
 ___ \$1 million-\$2 million
 ___ \$2 million-\$5 million
 ___ Over \$5 million

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title

**FY 2020/21 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 2020/21

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2020**, 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, 2021** 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 **Daniel B. Landon**, 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:

Daniel B. Landon, 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**

ANDREW BURTON
CHAIR

APPROVED AS TO FORM:



SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2020-21

	Budget \$7,500	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:													
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 (CMAC) 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

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Nevada County Transportation Commission (NCTC), the California Department of Transportation (Caltrans), and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of NCTC funded contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the Subrecipient shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s. The CUCP database may be accessed online at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE/UDBE Participation Information *(Subrecipient must check at least one of the options below, provide required information regarding certified DBE’s, and sign this Information Sheet on page 3)*

_____ **Option #1 - No Certified DBE participation proposed for this contract.**

_____ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

(Please attach an additional sheet if necessary)

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

EXHIBIT B

Annual Gross Receipts (check one): ___ Less than \$500,000 _____
 ___ \$500,000-\$1 million Age of Firm
 ___ \$1 million-\$2 million
 ___ \$2 million-\$5 million
 ___ Over \$5 million

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Name of Certified DBE DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one): ___ Less than \$500,000 _____
 ___ \$500,000-\$1 million Age of Firm
 ___ \$1 million-\$2 million
 ___ \$2 million-\$5 million
 ___ Over \$5 million

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Submitted by:

Signature **Date**

Print Name and Title

**FY 2020/21 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 2020/21

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2020**, 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, 2021** 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 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 **Daniel B. Landon**, 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:

Daniel B. Landon, 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 **Daniel Wilkins**. 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:

Daniel Wilkins, Director of Public Works/Town Engineer
Town of Truckee
10183 Truckee Airport Road
Truckee, California 96161
Telephone: (530) 582-2902

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**

ANDREW BURTON
CHAIR

APPROVED AS TO FORM:



SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2020/21

	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
Work Element Total	\$7,500												
W.E. 2.1.4 - Big Data Daily VMT Analysis: Budget	\$36,342												
Procurement of consultant	\$642		T	T									
Invoicing of Caltrans	\$600			T	T	T	T	T	T	T	T	T	T
Extract Big Data	\$15,600				T	T	T	T	T	T	T	T	T
Daily VMT estimate	\$11,600					T	T	T	T	T	T	T	T
Evaluate emergency evacuation scenarios	\$6,200					T	T	T	T				
Present study results at a Town Council meeting	\$1,200										T	T	T
Summarize study for publication on the Town of Truckee's website	\$500										T	T	T
Work Element Total	\$36,342												
TOTAL BUDGET	\$43,842												

T = Month when activity may occur

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Nevada County Transportation Commission (NCTC), the California Department of Transportation (Caltrans), and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of NCTC funded contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the Subrecipient shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s. The CUCP database may be accessed online at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE/UDBE Participation Information *(Subrecipient must check at least one of the options below, provide required information regarding certified DBE’s, and sign this Information Sheet on page 3)*

_____ **Option #1 - No Certified DBE participation proposed for this contract.**

_____ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

(Please attach an additional sheet if necessary)

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

EXHIBIT B

Annual Gross Receipts (check one): ___ Less than \$500,000 _____
 ___ \$500,000-\$1 million Age of Firm
 ___ \$1 million-\$2 million
 ___ \$2 million-\$5 million
 ___ Over \$5 million

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Name of Certified DBE DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one): ___ Less than \$500,000 _____
 ___ \$500,000-\$1 million Age of Firm
 ___ \$1 million-\$2 million
 ___ \$2 million-\$5 million
 ___ Over \$5 million

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title



BETTY T. YEE
California State Controller

June 3, 2020

County Auditors Responsible for State Transit Assistance funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2019-20 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) 2019-20 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. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to the State Controller's Office pursuant to PUC section 99243. 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 2019-20. The total amount allocated to all agencies for the third allocation is \$192,547,875. The payment is scheduled to issue on June 4, 2020. 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,

EVELYN CALDERON-YEE
Bureau Chief
Bureau of Payments

Enclosures

STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION
THIRD QUARTER ALLOCATION SUMMARY
JUNE 4, 2020

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 2019-20 Quarter 3	Total Fiscal Year 2019-20 Quarter 3
	Fiscal Year 2019-20 Quarter 3	Fiscal Year 2019-20 Quarter 3	Fiscal Year 2019-20 Quarter 3	Fiscal Year 2019-20 Quarter 3		
	A	B	C	D= (A+B+C)		
Metropolitan Transportation Commission	\$ 10,221,230	\$ 8,546,482	\$ 51,481,606	\$ 70,249,318		
Sacramento Area Council of Governments	2,553,070	2,134,749	1,675,505	6,363,324		
San Diego Association of Governments	1,272,966	1,064,391	560,532	2,897,889		
San Diego Metropolitan Transit System	3,128,595	2,615,975	2,466,119	8,210,689		
Tahoe Regional Planning Agency	139,116	116,322	10,394	265,832		
Alpine County Transportation Commission	1,526	1,276	100	2,902		
Amador County Transportation Commission	50,288	42,048	3,678	96,014		
Butte County Association of Governments	297,395	248,667	30,589	576,651		
Calaveras County Local Transportation Commission	59,248	49,540	1,436	110,224		
Colusa County Local Transportation Commission	29,044	24,285	1,800	55,129		
Del Norte County Local Transportation Commission	35,983	30,087	2,567	68,637		
El Dorado County Local Transportation Commission	224,132	187,408	29,000	440,540		
Fresno County Council of Governments	1,337,153	1,118,060	286,463	2,741,676		
Glenn County Local Transportation Commission	38,256	31,988	1,941	72,185		
Humboldt County Association of Governments	177,719	148,600	91,105	417,424		
Imperial County Transportation Commission	249,857	208,918	38,083	496,858		
Inyo County Local Transportation Commission	24,416	20,416	0	44,832		
Kern Council of Governments	1,203,499	1,006,306	157,781	2,367,586		
Kings County Association of Governments	201,852	168,778	16,630	387,260		
Lake County/City Council of Governments	85,451	71,450	9,315	166,216		
Lassen County Local Transportation Commission	39,593	33,106	2,793	75,492		
Los Angeles County Metropolitan Transportation Authority	13,465,166	11,258,900	32,261,840	56,985,906		
Madera County Local Transportation Commission	209,502	175,176	9,046	393,724		
Mariposa County Local Transportation Commission	23,727	19,839	1,162	44,728		
Mendocino Council of Governments	116,887	97,735	17,530	232,152		
Merced County Association of Governments	371,541	310,664	62,281	744,486		
Modoc County Local Transportation Commission	12,609	10,543	1,986	25,138		
Mono County Local Transportation Commission	17,881	14,951	50,839	83,671		
Transportation Agency for Monterey County	584,917	489,078	371,914	1,445,909		
Nevada County Local Transportation Commission	129,881	108,600	13,073	251,554		
Orange County Transportation Authority	4,231,780	3,538,403	2,524,803	10,294,986		
Placer County Transportation Planning Agency	409,621	342,504	107,935	860,060		
Plumas County Local Transportation Commission	25,974	21,718	3,685	51,377		
Riverside County Transportation Commission	3,204,368	2,679,332	987,852	6,871,552		
Council of San Benito County Governments	81,807	68,403	2,870	153,080		
San Bernardino County Transportation Authority	2,878,798	2,407,107	970,443	6,256,348		
San Joaquin Council of Governments	1,011,669	845,907	481,348	2,338,924		
San Luis Obispo Area Council of Governments	368,212	307,880	50,834	726,926		
Santa Barbara County Association of Governments	596,971	499,157	303,265	1,399,393		
Santa Cruz County Transportation Commission	360,960	301,817	615,143	1,277,920		
Shasta Regional Transportation Agency	234,764	196,298	28,108	459,170		
Sierra County Local Transportation Commission	4,219	3,528	362	8,109		
Siskiyou County Local Transportation Commission	58,548	48,955	3,485	110,988		
Stanislaus Council of Governments	734,041	613,769	82,559	1,430,369		
Tehama County Transportation Commission	84,553	70,699	3,096	158,348		
Trinity County Transportation Commission	17,975	15,030	1,451	34,456		
Tulare County Association of Governments	629,169	526,080	100,407	1,255,656		
Tuolumne County Transportation Council	71,688	59,942	4,094	135,724		
Ventura County Transportation Commission	1,124,883	940,571	345,089	2,410,543		
Subtotals	\$ 52,432,500	\$ 43,841,438				
State Totals		\$ 96,273,938	\$ 96,273,937	\$ 192,547,875		

STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION THIRD QUARTER PUC 99314 ALLOCATION DETAIL
JUNE 4, 2020

<u>Regional Entity and Operator(s)</u>	<u>Revenue Basis</u>	<u>Fiscal Year 2019-20 Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a) Quarter 3 Gross Allocation</u>	<u>Fiscal Year 2019-20 Funds from RTC sections 6051.8(b), and 6201.8(b) Quarter 3 Gross Allocation</u>	<u>Fiscal Year 2019-20 Quarter 3 Paid</u>
		A	B	C= (A+B)
Transportation Agency for Monterey County Monterey-Salinas Transit	20,186,410	202,551	169,363	371,914
Nevada County Local Transportation Commission				
County of Nevada	390,192	3,915	3,274	7,189
City of Truckee	319,369	3,205	2,679	5,884
Regional Entity Totals	709,561	7,120	5,953	13,073
Orange County Transportation Authority				
City of Laguna Beach	2,405,038	24,132	20,178	44,310
Orange County Transportation Authority	86,018,663	863,115	721,693	1,584,808
Regional Entity Subtotals	88,423,701	887,247	741,871	1,629,118
Orange County Transportation Authority - Corresponding to SCRRRA***	NA	487,806	407,879	895,685
Regional Entity Totals	88,423,701	1,375,053	1,149,750	2,524,803
Placer County Transportation Planning Agency				
City of Auburn	21,850	219	183	402
County of Placer	4,593,182	46,088	38,537	84,625
City of Roseville	1,243,374	12,476	10,432	22,908
Regional Entity Totals	5,858,406	58,783	49,152	107,935
Plumas County Local Transportation Commission				
County of Plumas	112,493	1,129	944	2,073
County Service Area 12 - Specialized Service	87,506	878	734	1,612
Regional Entity Totals	199,999	2,007	1,678	3,685
Riverside County Transportation Commission				
City of Banning	215,749	2,165	1,810	3,975
City of Beaumont	239,445	2,403	2,009	4,412
City of Corona	372,538	3,738	3,126	6,864
Palo Verde Valley Transit Agency	119,828	1,202	1,005	2,207
City of Riverside - Specialized Service	443,069	4,446	3,717	8,163
Riverside Transit Agency	16,090,992	161,458	135,003	296,461
Sunline Transit Agency	12,451,750	124,941	104,470	229,411
Regional Entity Subtotals	29,933,371	300,353	251,140	551,493
Riverside County Transportation Commission - Corresponding to SCRRRA***	NA	237,649	198,710	436,359
Regional Entity Totals	29,933,371	538,002	449,850	987,852
Council of San Benito County Governments				
San Benito County Local Transportation Authority	155,747	1,563	1,307	2,870

*** 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

June 1, 2020

County Auditors Responsible for State of Good Repair Program funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2019-20 State of Good Repair Program Third Allocation

Enclosed is a summary schedule of State of Good Repair (SGR) program funds allocated for the third allocation of fiscal year (FY) 2019-20 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. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to the State Controller's Office pursuant to PUC section 99243.

This is the third allocation for FY 2019-20. The total amount allocated to all agencies for the third allocation is \$18,793,000.20. The payment is scheduled to issue on June 2, 2020. 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,

A handwritten signature in blue ink, appearing to read "Evelyn Calderon-Yee", is written over a blue ink stamp.

EVELYN CALDERON-YEE
Bureau Chief
Bureau of Payments

Enclosures

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM
THIRD ALLOCATION SUMMARY
JUNE 2, 2020

Regional Entity	Amount Based on PUC 99313 Allocation Fiscal Year 2019-20 Allocation 3	Amount Based on PUC 99314 Allocation Fiscal Year 2019-20 Allocation 3	Total Fiscal Year 2019-20 Allocation 3
	A	B	C= (A+B)
Metropolitan Transportation Commission	\$ 1,831,760.59	\$ 5,027,436.82	\$ 6,859,197.41
Sacramento Area Council of Governments	457,539.13	163,621.36	621,160.49
San Diego Association of Governments	228,130.03	54,738.76	282,868.79
San Diego Metropolitan Transit System	560,679.77	240,828.86	801,508.63
Tahoe Regional Planning Agency	24,931.23	1,014.99	25,946.22
Alpine County Transportation Commission	273.47	9.67	283.14
Amador County Transportation Commission	9,012.12	359.12	9,371.24
Butte County Association of Governments	53,296.54	2,987.21	56,283.75
Calaveras County Local Transportation Commission	10,617.84	140.31	10,758.15
Colusa County Local Transportation Commission	5,205.02	175.75	5,380.77
Del Norte County Local Transportation Commission	6,448.56	250.68	6,699.24
El Dorado County Local Transportation Commission	40,166.91	2,832.05	42,998.96
Fresno County Council of Governments	239,632.98	27,974.59	267,607.57
Glenn County Local Transportation Commission	6,855.93	189.59	7,045.52
Humboldt County Association of Governments	31,849.29	8,896.93	40,746.22
Imperial County Transportation Commission	44,777.23	3,719.08	48,496.31
Inyo County Local Transportation Commission	4,375.68	0.00	4,375.68
Kern Council of Governments	215,680.77	15,408.00	231,088.77
Kings County Association of Governments	36,174.13	1,623.99	37,798.12
Lake County/City Council of Governments	15,313.82	909.66	16,223.48
Lassen County Local Transportation Commission	7,095.51	272.79	7,368.30
Los Angeles County Metropolitan Transportation Authority	2,413,111.00	3,145,466.05	5,558,577.05
Madera County Local Transportation Commission	37,545.23	883.25	38,428.48
Mariposa County Local Transportation Commission	4,252.13	113.53	4,365.66
Mendocino Council of Governments	20,947.39	1,711.94	22,659.33
Merced County Association of Governments	66,584.32	6,082.06	72,666.38
Modoc County Local Transportation Commission	2,259.74	193.97	2,453.71
Mono County Local Transportation Commission	3,204.39	4,964.75	8,169.14
Transportation Agency for Monterey County	104,823.80	36,319.31	141,143.11
Nevada County Local Transportation Commission	23,276.08	1,276.64	24,552.72
Orange County Transportation Authority	758,383.14	246,559.80	1,004,942.94
Placer County Transportation Planning Agency	73,408.71	10,540.42	83,949.13
Plumas County Local Transportation Commission	4,654.79	359.84	5,014.63
Riverside County Transportation Commission	574,259.13	96,468.72	670,727.85
Council of San Benito County Governments	14,660.75	280.22	14,940.97
San Bernardino County Transportation Authority	515,913.37	94,768.62	610,681.99
San Joaquin Council of Governments	181,302.52	47,006.11	228,308.63
San Luis Obispo Area Council of Governments	65,987.73	4,896.71	70,884.44
Santa Barbara County Association of Governments	106,983.98	29,614.81	136,598.79
Santa Cruz County Transportation Commission	64,688.18	60,071.79	124,759.97
Shasta Regional Transportation Agency	42,072.46	2,744.81	44,817.27
Sierra County Local Transportation Commission	756.15	35.32	791.47
Siskiyou County Local Transportation Commission	10,492.41	340.28	10,832.69
Stanislaus Council of Governments	131,548.55	8,062.22	139,610.77
Tehama County Transportation Commission	15,152.85	302.39	15,455.24
Trinity County Transportation Commission	3,221.34	141.64	3,362.98
Tulare County Association of Governments	112,754.29	9,805.34	122,559.63
Tuolumne County Transportation Council	12,847.22	399.79	13,247.01
Ventura County Transportation Commission	201,591.90	33,699.56	235,291.46
State Totals	\$ 9,396,500.10	\$ 9,396,500.10	\$ 18,793,000.20

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM THIRD ALLOCATION BASED ON PUC 99314
ALLOCATION DETAIL
JUNE 2, 2020

Regional Entity and Operator(s)	Revenue Basis	Amount Based on PUC 99314 Allocation Fiscal Year 2019-20 Allocation 3
Mendocino Council of Governments Mendocino Transit Authority	951,502	1,711.94
Merced County Association of Governments Transit Joint Powers Authority of Merced County Yosemite Area Regional Transportation System (YARTS) Regional Entity Totals	1,736,430 1,644,002 <hr/> 3,380,432	3,124.18 2,957.88 <hr/> 6,082.06
Modoc County Local Transportation Commission Modoc Transportation Agency - Specialized Service	107,807	193.97
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,759,425	4,964.75
Transportation Agency for Monterey County Monterey-Salinas Transit	20,186,410	36,319.31
Nevada County Local Transportation Commission		
County of Nevada	390,192	702.03
City of Truckee	319,369	574.61
Regional Entity Totals	<hr/> 709,561	<hr/> 1,276.64
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	2,405,038 86,018,663 <hr/> 88,423,701 NA <hr/> 88,423,701	4,327.14 154,764.44 <hr/> 159,091.58 87,468.22 <hr/> 246,559.80
Placer County Transportation Planning Agency City of Auburn County of Placer City of Roseville Regional Entity Totals	21,850 4,593,182 1,243,374 <hr/> 5,858,406	39.31 8,264.04 2,237.07 <hr/> 10,540.42
Plumas County Local Transportation Commission County of Plumas County Service Area 12 - Specialized Service Regional Entity Totals	112,493 87,506 <hr/> 199,999	202.40 157.44 <hr/> 359.84
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	215,749 239,445 372,538 119,828 443,069 16,090,992 12,451,750 <hr/> 29,933,371 NA <hr/> 29,933,371	388.17 430.81 670.27 215.59 797.17 28,950.85 22,403.14 <hr/> 53,856.00 42,612.72 <hr/> 96,468.72
Council of San Benito County Governments San Benito County Local Transportation Authority	155,747	280.22

*** 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
 ANDREW BURTON – Member-At-Large, Chair
 CAROLYN WALLACE DEE – Town of Truckee
 ANN GUERRA – Member-At-Large
 SUSAN HOEK – Nevada County Board of Supervisors, Vice Chair
 ED SCOFIELD – Nevada County Board of Supervisors
 DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
 MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File:950.6

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director

SUBJECT: Executive Director's Report for the July 2020 Meeting

DATE: July 15, 2020

NCTC 2020 ANNUAL SALARY COST OF LIVING ADJUSTMENT

In March 2016, NCTC adopted a Compensation Policy which included the provision that 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.

Last month staff received the final cost of living adjustments (COLA) for the local labor market:

- County of Nevada: 3.0%
- City of Grass Valley: 2.0%
- Town of Truckee: 1.5%
- City of Nevada City: Increased salary in 2019, no COLA in 2020

The average of the labor market increases for 2019 is 2.17%. On July 1, 2020, the cost of living adjustment went into effect for NCTC employees. The NCTC Compensation Policy provides that NCTC will compare its compensation to other Regional Transportation Planning Agencies approximately every five years.



July 2020
Caltrans District 3 Project Status Report

Highway 20		
2F590 Smartsville	CO-RTE-PM	YUB - 20 - 20.1/21.7
	Location	Near Lake Wildwood, from 0.4 mile east of McGanney Lane to Mooney Flat Road.
	Description	Safety - Shoulder widening and curve improvements.
	Funding Source	SHOPP - Safety (015)
	Total Cost	\$28,780,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Construction	COMPLETE
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	\$2,619,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Construction	Construction is expected to begin Summer 2021. Target completion October 2021.
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	\$60,449,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Construction	Cosntruction is expected to begin Summer 2022. Target completion November 2023.
4H070 Gold Nugget	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), and shoulder widening.
	Funding Source	SHOPP - Asset Management (120)
	Total Cost	\$23,990,000
	Planning	COMPLETE
	Environmental	Target completion August 2021.
	Design	Target completion October 2022.
	Construction	Target completion December 2023.

Highway 49		
3H340 Electrical Upgrades	CO-RTE-PM	NEV - 49 - VAR
	Location	In Nevada County on Route 49, at various locations.
	Description	Safety - Install flashing beacons at Alta Sierra Drive intersection, upgrade intersection lighting at Brewer Road intersection, and install radar speed feedback signs at various locations.
	Funding Source	SHOPP - Minor B
	Total Cost	\$169,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Construction	Target completion November 2020.
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	\$5,153,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Construction	Construction is expected to begin Fall 2021. Target completion Fall 2022.

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July 2020
Caltrans District 3 Project Status Report

Highway 49		
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	Widen SR 49 to a four-lane highway with a continuous median/left-turn lane and 8-foot shoulders.
	Funding Source	STIP - RIP (NCTC)
	Total Cost	\$75,106,000
	Planning	COMPLETE
	Environmental	Target completion for Draft Project Report (DPR)/Draft Environmental Document (DED) is October 2020. Target completion for Project Acceptance and Environmental Document (PA&ED) is April 2021. Caltrans has completed traffic studies and is progressing with air/noise studies to complete the environmental document. NCTC and Caltrans working on finalizing exception to regional air conformity requirement. Caltrans will have another public meeting after the Draft Environmental Document is complete (approx. November 2020) to present the alternatives to the public for comment and a preferred alternative will be selected.
	Design	Target completion June 2024.
	Construction	Target completion November 2027.
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, install transportation management system (TMS) elements, rehab pavement, and rehab culverts.
	Funding Source	SHOPP - Safety (015)
	Total Cost	\$52,840,000
	Planning	This project is waiting to be programmed into the 2022 SHOPP.
	Environmental	Target completion September 2022.
	Design	Target completion June 2024.
Construction	Target completion November 2027.	
3H640 Wolf/Combie	CO-RTE-PM	NEV - 49 - 1.5/2.6
	Location	In Nevada County, on Route 49, from 0.18 mile south of Wolf Road/Combie Road to 0.17 mile north of Wolf Road/Combie Road.
	Description	Safety - Construct acceleration lanes.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$4,115,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction is expected to begin Summer 2020. Target completion Fall 2020.	
3H650 Round Valley	CO-RTE-PM	NEV - 49 - 8.3/8.7
	Location	In Nevada County on Route 49 from 0.1 mile south of Round Valley Road to 0.1 mile north of Quail Creek Drive.
	Description	Safety - Construct two-way left-turn lane.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$4,233,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction is expected to begin Fall 2020. Target completion November 2021.	
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 Lorenson 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	Target completion January 2021.
	Design	Target completion May 2022.
Construction	Target completion August 2024.	



July 2020
Caltrans District 3 Project Status Report

Interstate 80		
1G580 Pla-Nev 80 Rutting	CO-RTE-PM	Pla/Nev - 80 - 0.0/0.0
	Location	In Placer and Nevada Counties in and near Truckee from Troy Undercrossing to 0.1 mile East of Donnor Pass.
	Description	Pavement Preservation
	Funding Source	MAINTENANCE
	Total Cost	\$6,757,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction began Summer 2019. Target completion is September 2020.	
4F600 Replace MBGR	CO-RTE-PM	NEV - 80 - 0.0/20.0
	Location	Near Truckee from east of Kingvale Undercrossing to 0.2 mile west of Union Mills Bridge and Overhead 17-58.
	Description	Remove metal beam guard rail and replace with concrete barrier.
	Funding Source	SHOPP - Safety (015)
	Total Cost	\$14,763,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction began May 2019.	
2H550 Zero Emmission Vehicle (ZEV) Charging Stations	CO-RTE-PM	VAR - VAR - VAR
	Location	In Glenn, Colusa and Nevada Counties at Various Locations. One location is at the Donner Safety Roadside Rest Area (SRRA).
	Description	In response to the Governor's order, this project proposes to install ZEV charging stations at select SRRA's.
	Funding Source	SHOPP - Misc (999)
	Total Cost	\$2,865,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Fall 2020.	
3F250 Slope Stabilization	CO-RTE-PM	NEV - 80 - 29.1/29.4
	Location	Near Truckee from east of Floriston Road to west of Farad Undercrossing.
	Description	Stabilize cut slope.
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$12,665,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Fall 2021.	
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	Target completion October 2020.
Construction	Cosntruction is expected to begin Spring 2021. Target completion December 2021.	
2H000 Slope Stabilization	CO-RTE-PM	NEV - 80 - 29.5/29.7
	Location	Near Truckee, from Farad UC (Br#17-0064) to 2.17 miles west of Sierra Co. Line.
	Description	Reduce maintenance worker exposure and reduce rockfall hazard to freeway traffic at this cut slope location.
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$5,570,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion October 2020.
Construction	Construction is expected to begin Spring 2021. Target completion December 2021.	



July 2020
Caltrans District 3 Project Status Report

Interstate 80		
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	Target completion October 2021.
Construction	Construction is expected to begin Summer 2022. Target completion May 2024.	
3H560 Yuba Pass SOH Bridge Replacement	CO-RTE-PM	NEV - 080 - 59.40/59.50
	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	Target completion December 2021.
	Design	Target completion August 2023.
Construction	Target completion October 2028.	
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	Repair distressed pavement and design to current standards.
	Funding Source	SHOPP -Pavement Preservation and Rehabilitation, Drainage System Restoration, Safety Signs and Lighting
	Total Cost	\$85,590,000
	Planning	COMPLETE
	Environmental	Target completion February 2022.
	Design	Target completion September 2023.
Construction	Target completion July 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	\$74,720,000
	Planning	COMPLETE
	Environmental	Target completion January 2024.
	Design	Target completion February 2027.
Construction	Target completion October 2029.	
1H180 Rumble Strips	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	Pavement Rehabilitation.
	Funding Source	SHOPP Pavement Rehabilitation (122)
	Total Cost	\$20,585,000
	Planning	COMPLETE
	Environmental	Target completion December 2021.
	Design	Target completion August 2023.
Construction	Target completion August 2024.	
Highway 89		



July 2020
Caltrans District 3 Project Status Report

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., and improve the clear recovery zone.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$29,603,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion November 2021.	
3F680 ADA Upgrades	CO-RTE-PM	NEV - 174 - 9.7/10.1
	Location	In Grass Valley from Park Street to Highway 20.
	Description	Upgrade ADA infrastructure including curb ramps, cross slopes, driveways, etc.
	Funding Source	SHOPP - ADA (361)
	Total Cost	\$4,950,000
	Planning	COMPLETE
	Environmental	Target completion August 2020. Caltrans is working with the City of Grass Valley to relinquish this section of highway.
	Design	N/A because of relinquishment
Construction	N/A because of relinquishment	
4H550 High Friction Surface Treatment	CO-RTE-PM	NEV - 174 - 0.1/0.6 (+ other various locations in other counties)
	Location	Various (the Nevada County location is on SR 174 just North of the Bear River Bridge)
	Description	Place HFST and/or OGAC at various locations.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$2,600,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction contract approved October 2019. Target completion October 2020.	
Other		

Caltrans is seeking a FEMA grant to work on reducing vegetation along state routes:

Scope of Work - Hazard Mitigation Grant Project, Protecting Vulnerable Communities from Catastrophic Wildlife

Introductory Statement

The proposed project would create a 100-400 foot “shaded fuel break” along 75 roadway miles on Highways 20 and 49 in Northern California, within the United States Forest Service (USFS) land, Caltrans’ right-of-way (ROW) and on private properties. The project covers four counties: Placer, Nevada, Sierra and Yuba.

The fuels treatment work will include removing understory brush and small trees, thinning overstory trees to create a 10-foot crown spacing and removing limbs up to 12 feet in height. This project is necessary to create safe ingress and egress and prevent the “fire tunnel effect”, which has caused such destruction to California communities and the state highway system. This work will be planned by a registered Professional Forester, in accordance with State Forest Practice Law and Federal Timber Management Guidelines.

In addition, the project will improve highway safety by opening the roadway to increase sunlight, which will prevent dangerous ice patches from building up, increases visibility on the traveled roadway, which decreases potential animal-vehicle collisions and provides for safe vehicle refuge in emergency situations.

The attached map shows the segments of the state routes in the proposed project. Caltrans has not been awarded the grant yet. With Covid-19, the grant program at FEMA is on pause and Caltrans is not currently working on the project and will not be again until the grant is awarded per management direction.

It appears that these segments were identified for the project. The segment from Yuba county line was not identified for these projects.

- SR20/49 between Grass Valley and Nevada City
- SR 49 north of Nevada City
- SR 20 north of Nevada City

