

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

An 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, November 18, 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/82231132987?pwd=YWNlQ0VxWlVWbVh5cVZRbTZpRDE0UT09>

Webinar ID: **822 3113 2987** Online Password: **6eiyPS**

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/82231132987?pwd=YWNlQ0VxWlVWbVh5cVZRbTZpRDE0UT09>

Webinar ID: **822 3113 2987** Phone Password: **468070**

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

ACTION ITEMS

1. [Presentation: Bryce Consulting Compensation Survey](#): See staff report.
Recommendation: Adopt Resolution **20-45** by roll call vote.
2. [Professional Services Agreement with GHD to Prepare the Ready Nevada County Extreme Climate Event and Mobility Adaptation Plan](#): See staff report.
Recommendation: Adopt Resolution **20-46** by roll call vote.

CLOSED SESSION

1. Public Employment (Government Code Section 54957)
Title: Executive Director

RECONVENE FROM CLOSED SESSION

Report out of closed session.

ACTION ITEM

3. [Approval of Executive Director Employment Contract](#)
Recommendation: Adopt Resolution **20-47** by roll call vote.

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.

4. [Financial Reports:](#)
August 2020, September 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.

5. [NCTC Minutes: October 7, 2020 Meeting](#)
Recommendation: Approve.
6. [Proposed 2021 NCTC Meeting Schedule](#): See schedule.
Recommendation: Approve.
7. [Western Nevada County Regional Transportation Mitigation Fee \(RTMF\) Program Annual Report for FY 2019/20](#): See staff report.
Recommendation: Approve.

INFORMATIONAL ITEMS

8. [Correspondence](#)
 - A. Mike Woodman, Chair, North State Super Region, [Comments on the Draft California Transportation Plan 2050](#), File 1030.2.4.5, 10/22/20.
9. [Executive Director's Report](#)
10. [Project Status Reports](#):
 - A. Caltrans Projects: Sam Vandell, Caltrans District 3 Project Manager for Nevada County.

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: January 20, 2021, 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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MICHAEL WOODMAN, Deputy Executive Director

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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> |
| OCTOBER 7, 2020 | <u>Online Webinar</u> |
| NOVEMBER 18, 2020 | <u>Online Webinar</u> |

COMMONLY USED ACRONYMS
NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)

Updated 11-14-17

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

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File: 950.6.2

MEMORANDUM

TO: Nevada County Transportation Commission

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

SUBJECT: Bryce Consulting Compensation Study, Resolution 20-45

DATE: November 18, 2020

RECOMMENDATION: Adopt Resolution 20-45, which based on the updated Bryce Consulting Compensation Study, adopts the recommended increases that will be effective January 1, 2021.

BACKGROUND: Resolution 16-11 adopted the NCTC Compensation Policy on March 16, 2016. The policy has two components:

1. A compensation survey to be conducted approximately every five years, comparing NCTC salaries to other like agencies in Amador, Butte, Calaveras, El Dorado, Humboldt, Madera, Placer, and Tuolumne Counties.
2. Annual cost of living adjustment using the average of like salary increases at our local jurisdictions: City of Grass Valley, City of Nevada City, Nevada County, and the Town of Truckee.

Bryce Consulting's 2021 Compensation Study shows that current NCTC salaries are from 2.44% below to 31.57% below the Labor Market Mean, with an average of 12.99% below. When the agencies' contribution toward employees' share of retirement, auto allowance, cell phone allowance, and cash out of vacation and sick leave are included, NCTC's compensation ranges are from 21.39% below to 8.27% above the Labor Market Mean, with an average of 2.54% below. Finally, when the agencies' contribution toward health benefits and Social Security are included to make up "total compensation," NCTC's compensation amounts range from 4.23% below to 27.06% below the Labor Market Mean, with an average of 9.92% below.

Bryce Consulting has made the following recommendations for monthly compensation adjustments:

- Administrative Assistant: Salary increase 8% with maximum salary set at \$5,398
- Administrative Services Officer: Salary increase 7.5% with maximum salary set at \$8,198
- Transportation Planner: Salary increase 5% with maximum salary set at \$7,822
- Deputy Executive Director: Salary increase 12% with maximum salary set at \$11,018
- Executive Director: Salary increase 5% with maximum salary set at \$12,671

attachments

**RESOLUTION 20-45
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**BRYCE CONSULTING COMPENSATION STUDY
AND COMPENSATION INCREASES EFFECTIVE JANUARY 1, 2021**

WHEREAS, it is the intention of Nevada County Transportation Commission (NCTC) to retain talented, results-oriented employees to support the mission, values, and goals of the Commission; and

WHEREAS, NCTC has adopted a Compensation Policy to establish a process to maintain consistency in setting compensation and to ensure that the Commission is able to attract and retain talented employees; and

WHEREAS, based on the November 2020 Bryce Consulting Compensation Study the NCTC Governing Board determined that it is appropriate to provide compensation increases to NCTC staff.

NOW, THEREFORE, BE IT RESOLVED that effective January 1, 2021, the staff positions of Administrative Assistant, Administrative Services Officer, Transportation Planner, Deputy Executive Director, and Executive Director, shall receive monthly compensation adjustments as shown below:

- Administrative Assistant: Salary increase 8% with maximum salary set at \$5,398
- Administrative Services Officer: Salary increase 7.5% with maximum salary set at \$8,198
- Transportation Planner: Salary increase 5% with maximum salary set at \$7,822
- Deputy Executive Director: Salary increase 12% with maximum salary set at \$ 11,018
- Executive Director: Salary increase 5% with maximum salary set at \$12,671

BE IT FURTHER RESOLVED that effective January 1, 2021, the health benefit allowance for the Deputy Executive Director shall be increased to \$1,239 per month.

PASSED AND ADOPTED by the Nevada County Transportation Commission on November 18, 2020.

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

BRYCE
CONSULTING

NEVADA COUNTY TRANSPORTATION COMMISSION
2021 COMPENSATION STUDY

Prepared By
Bryce Consulting, Inc.
1024 Iron Point Road, Ste. 100
Folsom, CA 95630
916-974-0199



November 2020

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SECTION I - PROJECT OVERVIEW

Bryce Consulting was retained by the Nevada County Transportation Commission to conduct a compensation study for Commission classifications in March 2020. At that time, NCTC decided not to implement the compensation study. Subsequently, Bryce was asked to update the compensation data in November. This report presents the compensation survey results and includes:

- Section I Project Overview
- Section II Compensation Survey Parameters
- Section III Compensation Survey Results
- Section IV Salary Recommendations

STUDY OBJECTIVES

The study consisted of the following objectives:

- Research survey agencies for appropriateness.
- Collect and analyze base salary and benefit survey data for survey classes.
- Present the findings to the Commission.

SECTION II – COMPENSATION SURVEY PARAMETERS

This section of the report presents the compensation survey parameters and includes:

- Labor market employers and survey classes
- Survey scope
- Survey methodology

SURVEY EMPLOYERS

The overall objective in selecting survey employers is to define as accurately as possible the Commission's "Labor Market". A labor market consists of those employers with whom the Commission competes with for employees. The criteria typically utilized in identifying those employers includes the following:

- **EMPLOYER SIZE** - As a general rule, the more similar employers are in size and complexity, the greater the likelihood that comparable positions exist within both organizations. Specifically, agencies of similar size to the Commission are likely to have a departmental structure and organization of positions more similar to the Commission than organizations that are significantly larger or smaller in size.
- **GEOGRAPHIC PROXIMITY** - Geographic proximity is another factor utilized in identifying an appropriate labor market. This factor is particularly important because it identifies those employers that the Commission must directly compete with to recruit and retain quality staff.
- **NATURE OF SERVICES PROVIDED** - As a general rule similar organizations are selected as survey employers, because they provide similar services. This is important for the following reasons:
 - Employers who provide similar services are more likely to compete with one another for employees.
 - These employers are more likely to have comparable jobs.
 - These employers are more likely to have similar organizational characteristics.

While some survey agencies may not meet all of the criteria, it is important to have a balanced labor market.

RECOMMENDED LABOR MARKET AND SURVEY CLASSES

Table 1 displays the 8 survey agencies with **Table 2** displaying the survey classifications.

| TABLE 1 SURVEY AGENCIES | | | | |
|--|-------------------|------------------------|--------------------------|------------------------|
| Agency | # of Staff | 19/20 Budget | Population Served | Miles from NCTC |
| Nevada County Transportation Commission | 5 | \$1.287 million | 98,114 | ---- |
| Amador County Transportation Commission | 5 | \$1.0 million | 38,091 | 80 |
| Butte County Association of Governments | 13 | \$4.6 million | 226,404 | 78 |
| Calaveras Council of Governments | 3 | \$1.6 million | 45,157 | 99 |
| El Dorado County Transportation Commission | 7 | \$1.8 million | 159,315 | 54 |
| Humboldt County Associate of Governments | 5 | \$1.68 million | 137,000 | 296 |
| Madera County Transportation Commission | 8 | \$1.84 million | 159,536 | 205 |
| Placer County Transportation Planning Agency | 7 | \$5.4 million | 385,551 | 28 |
| Tuolumne County Transportation Council | 5 | \$2.3 million | 54,248 | 127 |

| TABLE 2 SURVEY CLASSIFICATIONS |
|---|
| Administrative Assistant |
| Administrative Services Officer |
| Deputy Executive Director |
| Executive Director |
| Transportation Planner |

SURVEY SCOPE

The scope of the survey included the labor market agencies previously presented. The data collected for each survey class included:

- Title of each comparable class
- Entry and top step monthly salary
- Cash add-ons to base salary including:
 - Employer pick-up of the employee contribution for retirement for new “classic” employees
 - Auto Allowance
 - Cell Phone Allowance
 - Leave Cash Out
 - 401/457 contribution made by the employer
- Employer contributions for insurances (cafeteria, health, dental, vision, life, long term disability)
- Social Security
- Employer’s portion of retirement paid by the employee

SURVEY METHODOLOGY

The survey methodology utilized by Bryce Consulting included:

- A survey sent to each labor market employer that included a listing of the survey classifications and descriptions of those classifications surveyed, plus a detailed questionnaire for collecting the salary and benefit data.
- The agencies’ websites were utilized to collect salary and benefit data and to compare job descriptions, where available.

In addition to the collection of base salary and benefit information, careful efforts were made to document the full-range of duties and requirements of the job classes determined to be comparable to the Commission’s classes. This included the collection of:

- Reporting relationships
- Functional areas of responsibility
- The classification’s relationship to other classifications in the series

For each classification using maximum base salary, total cash, and total compensation as the basis of comparison, the Commission’s position was compared to the labor market to determine the percentage the Commission is from the labor market mean. The data is effective January 2021.

SECTION III – COMPENSATION SURVEY RESULTS

This section of the report presents the compensation survey findings including base salary, total cash, and total compensation. As indicated in the previous section, the survey involved the collection of compensation information for each of the survey classes from the labor market employers identified. **Table 3** displays the comparability for each survey classification.

| TABLE 3 COMPARABILITY | |
|---------------------------------|------------------------------|
| Survey Classification | Number of Comparable Classes |
| Administrative Assistant | 8 |
| Administrative Services Officer | 7 |
| Deputy Executive Director | 3 |
| Executive Director | 8 |
| Transportation Planner | 8 |

BASE SALARY SURVEY RESULTS

The data has been organized into a series of tables that summarize the Commission's relationship to the labor market for each class. The detailed market compensation survey datasheets are presented in **Appendix A** of this report. **Table 4** summarizes for each classification how the Commission's base salaries compare to the labor market. The following data is presented:

- Title of the Commission's classification
- The Commission's current maximum monthly base salary for each classification
- The mean of the labor market for maximum monthly base salary
- Percentage the Commission's maximum base salary is from the mean of the labor market

| TABLE 4 MAXIMUM BASE SALARY | | | |
|---------------------------------|--------------------------|-------------------------------|--|
| Survey Classification | NCTC Maximum Base Salary | Labor Market Mean Base Salary | % NCTC is above or below Labor Market Mean (+/-) |
| Administrative Assistant | \$4,986 | \$5,108 | -2.44% |
| Administrative Services Officer | \$7,623 | \$8,397 | -10.16% |
| Deputy Executive Director | \$9,810 | \$12,907 | -31.57% |
| Executive Director | \$12,066 | \$13,620 | -12.88% |
| Transportation Planner | \$7,451 | \$8,040 | -7.90% |

Average: -12.99% below market

TOTAL CASH SURVEY RESULTS

Total cash represents the maximum base salary plus the agencies' contribution towards the employees' share of retirement, auto allowance, cell phone allowance, leave cash out, and the agencies' contribution towards 401/457 plan. **Table 5** displays how the Commission compares to the labor market with respect to total cash for each classification. The following data is presented:

- Title of the Commission's classification
- The Commission's current total cash for each classification
- The mean of the labor market for total cash
- Percentage the Commission's total cash is from the mean of the labor market

| TABLE 5 TOTAL CASH | | | |
|---------------------------------|-----------------|------------------------------|--|
| Survey Classification | NCTC Total Cash | Labor Market Mean Total Cash | % NCTC is above or below Labor Market Mean (+/-) |
| Administrative Assistant | \$5,840 | \$5,357 | 8.27% |
| Administrative Services Officer | \$8,929 | \$8,915 | 0.16% |
| Deputy Executive Director | \$11,490 | \$13,949 | -21.39% |
| Executive Director | \$14,723 | \$15,135 | -2.80% |
| Transportation Planner | \$8,727 | \$8,457 | 3.10% |

Average: -2.54% below market

TOTAL COMPENSATION SURVEY RESULTS

Total compensation represents the elements included in total cash plus the agencies’ contribution towards cafeteria plan, health, dental, vision, life insurance, long term disability, and Social Security. **Table 6** displays how the Commission compares to the labor market with respect to total compensation. The following data is presented:

- Title of the Commission’s classification
- The Commission’s current total compensation for each classification
- The mean of the labor market for total compensation
- Percentage the Commission’s total compensation is from the mean of the labor market

| TABLE 6 TOTAL COMPENSATION | | | |
|---------------------------------------|---|---|---|
| Survey Classification | NCTC Total Compensation (Less ER Share of Retirement Paid by EE) | Labor Market Mean Total Compensation | % NCTC is above or below Labor Market Mean (+/-) |
| Administrative Assistant | \$7,222 | \$7,736 | -7.12% |
| Administrative Services Officer | \$10,587 | \$11,305 | -6.78% |
| Deputy Executive Director | \$13,376 | \$16,996 | -27.06% |
| Executive Director | \$16,980 | \$17,697 | -4.23% |
| Transportation Planner | \$10,432 | \$10,895 | -4.44% |

Average: -9.92% below market

SECTION IV – SALARY RECOMMENDATIONS

This section of the report presents the salary recommendations for Commission classes.

SALARY SETTING METHODOLOGY

In recommending salaries for the Commission, Bryce Consulting has applied consistent compensation principles and practices typically utilized in the public sector as outlined below:

1. The median maximum labor market salary adjusted for benefits is used to set the maximum of the range for the Commission’s benchmark classification salary.
2. There is 5% between each step for a total of 5 steps.

Table 7, below, provided the recommended ranges.

| TABLE 7 SALARY RECOMMENDATIONS | | | | | | | |
|-----------------------------------|------------|------------|------------|-------------|----------|-------------------------------|---|
| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | % increase (Max to Max) | Rationale |
| Administrative Assistant | \$4,440.95 | \$4,663.00 | \$4,896.15 | \$5,140.95 | \$5,398 | 8% | Market |
| Administrative Services Officer | \$6,744.51 | \$7,081.74 | \$7,435.83 | \$7,807.62 | \$8,198 | 7.5% | Market |
| Deputy Director | \$9,064.54 | \$9,517.76 | \$9,993.65 | \$10,493.33 | \$11,018 | 12% | 15% below Executive Director; market creates compaction |
| Executive Director | NA | NA | NA | NA | \$12,671 | 5% | Market; contract |
| Transportation Planner | \$6,435.18 | \$6,756.94 | \$7,094.78 | \$7,449.52 | \$7,822 | 5% | Market |

It is also recommended that the health benefit allowance for the Deputy Director be increased from \$1,135 to \$1,239 which places the benefit amount more than Transportation Planner but less than Executive Director in recognition of the organizational level of the classification.

APPENDIX A

DETAILED MARKET DATASHEETS

Nevada County Transportation Commission
1/2021 Total Compensation Study

Nevada County Transportation Commission
1/2021 Total Compensation Study

| Survey Classification | NCTC Maximum Base Salary | Labor Market Mean Base Salary | % NCTC is above or below Labor Market Mean (+/-) | NCTC Total Cash | Labor Market Mean Total Cash | % NCTC is above or below Labor Market Mean (+/-) | NCTC Total Compensation (Less ER Share of Retirement Paid by EE) | Labor Market Mean Total Compensation | % NCTC is above or below Labor Market Mean (+/-) | Comparability |
|---------------------------------|--------------------------|-------------------------------|--|-----------------|------------------------------|--|--|--------------------------------------|--|---------------|
| Administrative Assistant | \$4,986 | \$5,108 | -2.44% | \$5,840 | \$5,357 | 8.27% | \$7,222 | \$7,736 | -7.12% | 8 |
| Administrative Services Officer | \$7,623 | \$8,397 | -10.16% | \$8,929 | \$8,915 | 0.16% | \$10,587 | \$11,305 | -6.78% | 7 |
| Deputy Executive Director | \$9,810 | \$12,907 | -31.57% | \$11,490 | \$13,949 | -21.39% | \$13,376 | \$16,996 | -27.06% | 3 |
| Executive Director | \$12,066 | \$13,620 | -12.88% | \$14,723 | \$15,135 | -2.80% | \$16,980 | \$17,697 | -4.23% | 8 |
| Transportation Planner | \$7,451 | \$8,040 | -7.90% | \$8,727 | \$8,457 | 3.10% | \$10,432 | \$10,895 | -4.44% | 8 |
| | | Average | -12.99% | | | -2.54% | | | -9.92% | |

Nevada County Transportation Commission
1/2021 Total Compensation Study

| Agency | Classification | Minimum Base Salary | Maximum Base Salary | EE'S Portion of PERS Paid by the ER (%) | EE'S Portion of PERS Paid by the ER (\$) | Auto Allowance | Cell Phone Allowance | Leave Cash Out | 401/457 Contribution | Total Cash | Cafeteria Plan | Health (Most Expensive Plan) | Dental | Vision | Life Ins. | LTD | Social Security/ Medi-Care | Total Comp. | EE'S Portion of PERS Paid by the EE (%) | EE'S Portion of PERS Paid by the EE (\$) | Total Comp Less ER Share of Retirement Paid by EE | Comments |
|--|-----------------------------------|---------------------|---------------------|---|--|----------------|----------------------|----------------|----------------------|------------|----------------|------------------------------|--------|--------|-----------|------|----------------------------|-------------|---|--|---|--|
| Nevada County Transportation Commission | Administrative Assistant | \$4,061 | \$4,986 | 0% | \$0 | \$0 | \$0 | \$0 | \$854 | \$5,840 | \$1,000 | inc | inc | inc | \$0 | \$0 | \$381 | \$7,222 | 0% | \$0 | \$7,222 | |
| Amador County Transportation Commission | Administrative Secretary | \$3,600 | \$4,373 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,373 | \$0 | \$2,088 | \$117 | \$22 | \$0 | \$0 | \$63 | \$6,663 | 0% | \$0 | \$6,663 | Step E is now max base; Step F, G, and H are now longevity pay; rates listed are from 2020-won't have 2021 rates until January |
| Butte County Association of Governments | Administrative Assistant II | \$2,844 | \$4,412 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,412 | \$0 | \$2,738 | \$187 | \$19 | \$15 | \$17 | \$64 | \$7,452 | 0% | \$0 | \$7,452 | |
| Calaveras Council of Governments | Administrative Assistant | \$3,631 | \$4,415 | 0% | \$0 | \$0 | \$0 | \$0 | \$50 | \$4,465 | \$0 | \$1,577 | \$127 | \$34 | \$45 | \$36 | \$64 | \$6,348 | 0% | \$0 | \$6,348 | |
| El Dorado County Transportation Commission | Executive Assistant | \$4,002 | \$5,361 | 0% | \$0 | \$0 | \$30 | \$0 | \$0 | \$5,391 | \$2,349 | inc | inc | inc | \$12 | \$11 | \$78 | \$7,840 | 0% | \$0 | \$7,840 | |
| Humboldt County Association of Governments | Executive Assistant | \$3,959 | \$4,813 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,813 | \$0 | \$1,549 | \$62 | \$10 | \$5 | \$0 | \$70 | \$6,509 | 0% | \$0 | \$6,509 | |
| Madera County Transportation Commission | Office Assistant | \$3,454 | \$4,198 | 0% | \$0 | \$0 | \$0 | \$0 | \$630 | \$4,828 | \$0 | \$2,112 | \$212 | inc | inc | \$0 | \$321 | \$7,473 | 0% | \$0 | \$7,473 | |
| Placer County Transportation Planning Agency | Executive Assistant | \$6,683 | \$8,529 | 7% | \$597 | \$0 | \$0 | \$328 | 7% inc in base | \$9,454 | \$0 | \$2,494 | \$123 | \$9 | \$30 | \$51 | \$124 | \$12,284 | 0% | \$0 | \$12,284 | |
| Tuolumne County Transportation Council | TCTC Assistant to Department Head | \$3,900 | \$4,760 | 7% | \$333 | \$0 | \$30 | \$0 | \$0 | \$5,123 | \$2,119 | inc | inc | inc | \$8 | \$0 | \$364 | \$7,614 | 6.25% | \$297 | \$7,317 | |
| Labor Market Mean | | \$5,108 | | | | | | | | \$5,357 | | | | | | | | | | | \$7,736 | |
| % NCTC is Above or Below Mean (+/-) | | -2.44% | | | | | | | | 8.27% | | | | | | | | | | | -7.12% | |
| Comparability | | 8 | | | | | | | | | | | | | | | | | | | | |

Data Effective 1/2021

Notes:

- NCTC- Not a PERS Agency
- Calaveras- ER contribution towards medical is age based- used age 50 for employee and spouse and age 18 for dependent; ER contribution towards Life is age based-used age 50; ER contribution towards LTD is average
- Madera CTC- Not a PERS Agency
- TCTC- Cell phone allowance is determined on case by case basis- listed max

Nevada County Transportation Commission
1/2021 Total Compensation Study

| Agency | Classification | Minimum Base Salary | Maximum Base Salary | ER S Portion of PERS Paid by the ER (%) | ER S Portion of PERS Paid by the ER (\$) | Auto Allowance | Cell Phone Allowance | Leave Cash Out | 401/457 Contribution | Total Cash | Cafeteria Plan | Health (Most Expensive Plan) | Dental | Vision | Life Ins. | LTD | Social Security/ Medi-Care | Total Comp. | ER S Portion of PERS Paid by the EE (%) | ER S Portion of PERS Paid by the EE (\$) | Total Comp. minus EE | Comments |
|--|------------------------------------|---------------------|---------------------|---|--|----------------|----------------------|----------------|----------------------|------------|----------------|------------------------------|--------|--------|-----------|------|----------------------------|-------------|---|--|----------------------|--|
| Nevada County Transportation Commission | Administrative Services Officer | \$6,209 | \$7,623 | 0% | \$0 | \$0 | \$0 | \$0 | \$1,306 | \$8,929 | \$1,075 | inc | inc | inc | \$0 | \$0 | \$583 | \$10,587 | 0% | \$0 | \$10,587 | |
| Amador County Transportation Commission | Administrator-Fiscal Officer | \$5,559 | \$6,757 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,757 | \$0 | \$2,088 | \$117 | \$22 | \$0 | \$0 | \$98 | \$9,081 | 0% | \$0 | \$9,081 | Step E is now max base; Step F, G, and H are now longevity pay; rates listed are from 2020-won't have 2021 rates until January |
| Butte County Association of Governments | Chief Fiscal Officer | \$6,233 | \$9,669 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,669 | \$0 | \$2,738 | \$187 | \$19 | \$15 | \$17 | \$140 | \$12,785 | 0% | \$0 | \$12,785 | HR Manager-lower salary |
| Calaveras Council of Governments | Administrative Services Officer | \$6,848 | \$8,325 | 0% | \$0 | \$0 | \$0 | \$0 | \$50 | \$8,375 | \$0 | \$1,577 | \$127 | \$34 | \$45 | \$36 | \$121 | \$10,315 | 0% | \$0 | \$10,315 | |
| El Dorado County Transportation Commission | Administrative Services Officer | \$5,673 | \$7,602 | 0% | \$0 | \$0 | \$30 | \$146 | \$0 | \$7,778 | \$2,349 | inc | inc | inc | \$12 | \$15 | \$110 | \$10,264 | 0% | \$0 | \$10,264 | |
| Humboldt County Associate of Governments | Fiscal Administrative Officer | \$6,074 | \$7,382 | 0% | \$0 | \$0 | \$0 | \$284 | \$0 | \$7,666 | \$0 | \$1,549 | \$62 | \$10 | \$5 | \$0 | \$107 | \$9,399 | 0% | \$0 | \$9,399 | |
| Madera County Transportation Commission | No Comparable Class | | | | | | | | | | | | | | | | | | | | | Deputy Director/Fiscal Supervisor |
| Placer County Transportation Planning Agency | Fiscal Administrative Officer | \$9,138 | \$11,663 | 7% | \$816 | \$0 | \$0 | \$449 | 7% inc in base | \$12,928 | \$0 | \$2,494 | \$123 | \$9 | \$30 | \$51 | \$169 | \$15,803 | 0% | \$0 | \$15,803 | |
| Tuolumne County Transportation Council | TCTC Senior Administrative Analyst | \$6,048 | \$7,384 | 7% | \$517 | \$0 | \$30 | \$710 | \$591 | \$9,232 | \$2,119 | inc | inc | inc | \$32 | \$0 | \$565 | \$11,947 | 6.25% | \$462 | \$11,486 | |
| Labor Market Mean | | \$8,397 | | | | | | | | \$8,915 | | | | | | | | | | | | \$11,305 |
| % NCTC is Above or Below Mean (+/-) | | -10.16% | | | | | | | | 0.16% | | | | | | | | | | | | -6.78% |
| Comparability | | 7 | | | | | | | | | | | | | | | | | | | | |

Data Effective 1/2021

Notes:

- NCTC- Not a PERS Agency
- Calaveras- ER contribution towards medical is age based- used age 50 for employee and spouse and age 18 for dependent; ER contribution towards Life is age based-used age 50; ER contribution towards LTD is average
- Madera CTC- Not a PERS Agency
- TCTC- Cell phone allowance is determined on case by case basis- listed max; Employer match towards deferred compensation requires 5+ years and satisfactory performance

Nevada County Transportation Commission
1/2021 Total Compensation Study

| Agency | Classification | Minimum Base Salary | Maximum Base Salary | EE'S Portion of PERS Paid by the ER (%) | EE'S Portion of PERS Paid by the ER (\$) | Auto Allowance | Cell Phone Allowance | Leave Cash Out | 401/457 Contribution | Total Cash | Cafeteria Plan | Health (Most Expensive Plan) | Dental | Vision | Life Ins. | LTD | Social Security/ Medi-Care | Total Comp. | EE'S Portion of PERS Paid by the EE (%) | EE'S Portion of PERS Paid by the EE (\$) | Total Comp. minus EE | Comments |
|--|-----------------------------------|---------------------|---------------------|---|--|----------------|----------------------|----------------|----------------------|------------|----------------|------------------------------|--------|--------|-----------|------|----------------------------|-------------|---|--|----------------------|----------|
| Nevada County Transportation Commission | Deputy Executive Director | \$7,995 | \$9,810 | 0% | \$0 | \$0 | \$0 | \$0 | \$1,680 | \$11,490 | \$1,135 | inc | inc | inc | \$0 | \$0 | \$750 | \$13,376 | 0% | \$0 | \$13,376 | |
| Amador County Transportation Commission | No Comparable Class | | | | | | | | | | | | | | | | | | | | | |
| Butte County Association of Governments | Deputy Director | \$8,674 | \$13,456 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 | \$13,456 | \$0 | \$2,738 | \$187 | \$19 | \$15 | \$17 | \$195 | \$16,627 | 0% | \$0 | \$16,627 | |
| Calaveras Council of Governments | No Comparable Class | | | | | | | | | | | | | | | | | | | | | |
| El Dorado County Transportation Commission | No Comparable Class | | | | | | | | | | | | | | | | | | | | | |
| Humboldt County Associate of Governments | No Comparable Class | | | | | | | | | | | | | | | | | | | | | |
| Madera County Transportation Commission | Deputy Director/Fiscal Supervisor | \$7,614 | \$9,255 | 0% | \$0 | \$0 | \$0 | \$0 | \$1,388 | \$10,643 | \$0 | \$2,112 | \$212 | inc | inc | \$0 | \$708 | \$13,675 | 0% | \$0 | \$13,675 | |
| Placer County Transportation Planning Agency | Deputy Executive Director | \$12,163 | \$16,010 | 7% | \$1,121 | \$0 | \$0 | \$616 | 7% inc in base | \$17,746 | \$0 | \$2,494 | \$123 | \$9 | \$30 | \$51 | \$232 | \$20,685 | 0% | \$0 | \$20,685 | |
| Tuolumne County Transportation Council | No Comparable Class | | | | | | | | | | | | | | | | | | | | | |
| Labor Market Mean | | \$12,907 | | | | | | | | \$13,949 | | | | | | | | | | | \$16,996 | |
| % NCTC is Above or Below Mean (+/-) | | -31.57% | | | | | | | | -21.39% | | | | | | | | | | | -27.06% | |
| Comparability | | 3 | | | | | | | | | | | | | | | | | | | | |

Data Effective 1/2021

Notes:

NCTC- Not a PERS Agency
Madera CTC- Not a PERS Agency

Nevada County Transportation Commission
1/2021 Total Compensation Study

| Agency | Classification | Minimum Base Salary | Maximum Base Salary | ER S Portion of PERS Paid by the ER (%) | ER S Portion of PERS Paid by the ER (\$) | Auto Allowance | Cell Phone Allowance | Leave Cash Out | 401/457 Contribution | Total Cash | Cafeteria Plan | Health (Most Expensive Plan) | Dental | Vision | Life Ins. | LTD | Social Security/ Medi-Care | Total Comp. | ER S Portion of PERS Paid by the EE (%) | ER S Portion of PERS Paid by the EE (\$) | Total Comp. minus EE | Comments |
|--|--------------------|---------------------|---------------------|---|--|----------------|----------------------|----------------|----------------------|------------|----------------|------------------------------|--------|--------|-----------|------|----------------------------|-------------|---|--|----------------------|--|
| Nevada County Transportation Commission | Executive Director | \$12,066 | \$12,066 | 0% | \$0 | \$590 | inc in auto amount | \$0 | \$2,067 | \$14,723 | \$1,344 | inc | inc | inc | \$0 | \$0 | \$913 | \$16,980 | 0% | \$0 | \$16,980 | |
| Amador County Transportation Commission | Executive Director | \$7,968 | \$9,684 | 2% | \$194 | \$0 | \$0 | \$0 | \$0 | \$9,878 | \$0 | \$2,088 | \$117 | \$22 | \$0 | \$0 | \$140 | \$12,245 | 0% | \$0 | \$12,245 | Step E is now max base; Step F, G, and H are now longevity pay; rates listed are from 2020 won't have 2021 rates until January |
| Butte County Association of Governments | Executive Director | \$15,958 | \$15,958 | 0% | \$0 | \$700 | inc in auto amount | \$0 | \$798 | \$17,456 | \$0 | \$2,738 | \$187 | \$19 | \$15 | \$17 | \$231 | \$20,664 | 0% | \$0 | \$20,664 | |
| Calaveras Council of Governments | Executive Director | \$10,419 | \$10,419 | 0% | \$0 | \$0 | \$0 | \$0 | \$50 | \$10,469 | \$0 | \$1,577 | \$127 | \$34 | \$45 | \$36 | \$151 | \$12,440 | 0% | \$0 | \$12,440 | |
| El Dorado County Transportation Commission | Executive Director | \$11,041 | \$14,797 | 0% | \$0 | \$0 | \$30 | \$285 | \$0 | \$15,112 | \$2,349 | inc | inc | inc | \$29 | \$20 | \$215 | \$17,724 | 0% | \$0 | \$17,724 | |
| Humboldt County Associate of Governments | Executive Director | \$9,043 | \$10,991 | 0% | \$0 | \$0 | \$75 | \$634 | \$0 | \$11,700 | \$0 | \$1,549 | \$62 | \$10 | \$5 | \$0 | \$159 | \$13,485 | 0% | \$0 | \$13,485 | |
| Madera County Transportation Commission | Executive Director | \$14,062 | \$14,062 | 0% | \$0 | \$250 | \$100 | \$0 | \$2,109 | \$16,521 | \$0 | \$2,112 | \$212 | inc | inc | \$0 | \$942 | \$19,787 | 0% | \$0 | \$19,787 | No longer have range for Executive Director |
| Placer County Transportation Planning Agency | Executive Director | \$15,266 | \$20,457 | 7% | \$1,432 | \$450 | provided | \$787 | \$433 | \$23,559 | \$0 | \$2,494 | \$123 | \$9 | \$30 | \$51 | \$297 | \$26,562 | 0% | \$0 | \$26,562 | |
| Tuolumne County Transportation Council | Executive Director | \$10,313 | \$12,589 | 7% | \$881 | \$500 | \$200 | \$1,211 | \$1,007 | \$16,388 | \$2,119 | inc | inc | inc | \$32 | \$0 | \$920 | \$19,459 | 6.25% | \$787 | \$18,673 | |
| Labor Market Mean | | \$13,620 | | | | | | | | \$15,135 | | | | | | | | | | | \$17,697 | |
| % NCTC is Above or Below Mean (+/-) | | -12.88% | | | | | | | | -2.80% | | | | | | | | | | | -4.23% | |
| Comparability | | 8 | | | | | | | | | | | | | | | | | | | | |

Data Effective 1/2021

Notes:

- NCTC- Not a PERS Agency
- Calaveras- ER contribution towards medical is age based- used age 50 for employee and spouse and age 18 for dependent; ER contribution towards Life is age based-used age 50; ER contribution towards LTD is average
- Madera CTC- Not a PERS Agency
- TCTC- Cell phone allowance is determined on case by case basis- listed max; Employer match towards deferred compensation requires 5+ years and satisfactory performance
- Placer CTPA- 7% of base salary is for ER Contribution towards deferred compensation

Nevada County Transportation Commission
1/2021 Total Compensation Study

| Agency | Classification | Minimum Base Salary | Maximum Base Salary | Portion of PERS Paid by the ER (%) | Portion of PERS Paid by the ER (\$) | Auto Allowance | Cell Phone Allowance | Leave Cash Out | 401/457 Contribution | Total Cash | Cafeteria Plan | Health (Most Expensive Plan) | Dental | Vision | Life Ins. | LTD | Social Security/ Medi-Care | Total Comp. | Portion of PERS Paid by the EE (%) | Portion of PERS Paid by the EE (\$) | Total Comp. minus EE | Comments |
|--|-------------------------------|---------------------|---------------------|------------------------------------|-------------------------------------|----------------|----------------------|----------------|----------------------|----------------|----------------|------------------------------|--------|--------|-----------|------|----------------------------|-------------|------------------------------------|-------------------------------------|----------------------|--|
| Nevada County Transportation Commission | Transportation Planner | \$6,069 | \$7,451 | 0% | \$0 | \$0 | \$0 | \$0 | \$1,276 | \$8,727 | \$1,135 | inc | inc | inc | \$0 | \$0 | \$570 | \$10,432 | 0% | \$0 | \$10,432 | |
| Amador County Transportation Commission | Transportation Planner | \$5,524 | \$6,713 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,713 | \$0 | \$2,088 | \$117 | \$22 | \$0 | \$0 | \$97 | \$9,037 | 0% | \$0 | \$9,037 | Step E is now max base; Step F, G, and H are now longevity pay; rates listed are from 2020-won't have 2021 rates until January |
| Butte County Association of Governments | Senior Planner | \$5,488 | \$8,513 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 | \$8,513 | \$0 | \$2,738 | \$187 | \$19 | \$15 | \$17 | \$123 | \$11,613 | 0% | \$0 | \$11,613 | |
| Calaveras Council of Governments | Associate | \$5,916 | \$7,192 | 0% | \$0 | \$0 | \$0 | \$0 | \$50 | \$7,242 | \$0 | \$1,577 | \$127 | \$34 | \$45 | \$36 | \$104 | \$9,165 | 0% | \$0 | \$9,165 | |
| El Dorado County Transportation Commission | Senior Transportation Planner | \$5,999 | \$8,041 | 0% | \$0 | \$0 | \$30 | \$155 | \$0 | \$8,226 | \$2,349 | inc | inc | inc | \$12 | \$16 | \$117 | \$10,719 | 0% | \$0 | \$10,719 | |
| Humboldt County Association of Governments | Senior Planner | \$6,642 | \$8,074 | 0% | \$0 | \$0 | \$0 | \$311 | \$0 | \$8,384 | \$0 | \$1,549 | \$62 | \$10 | \$3 | \$0 | \$117 | \$10,125 | 0% | \$0 | \$10,125 | |
| Madera County Transportation Commission | Senior Regional Planner | \$5,283 | \$6,421 | 0% | \$0 | \$0 | \$0 | \$0 | \$963 | \$7,384 | \$0 | \$2,112 | \$212 | inc | inc | \$0 | \$491 | \$10,200 | 0% | \$0 | \$10,200 | |
| Placer County Transportation Planning Agency | Senior Planner | \$9,060 | \$11,564 | 7% | \$809 | \$0 | \$0 | \$445 | 7% inc in base | \$12,818 | \$0 | \$2,494 | \$123 | \$9 | \$30 | \$51 | \$168 | \$15,692 | 0% | \$0 | \$15,692 | |
| Tuolumne County Transportation Council | Senior Transportation Planner | \$6,389 | \$7,800 | 7% | \$546 | \$0 | \$30 | \$0 | \$0 | \$8,376 | \$2,119 | inc | inc | inc | \$8 | \$0 | \$597 | \$11,100 | 6.25% | \$488 | \$10,612 | |
| Labor Market Mean | | \$8,040 | | | | | | | | \$8,457 | | | | | | | | | | \$10,895 | | |
| % NCTC is Above or Below Mean (+/-) | | -7.90% | | | | | | | | 3.10% | | | | | | | | | | -4.44% | | |
| Comparability | | 8 | | | | | | | | | | | | | | | | | | | | |

Data Effective 1/2021

Notes:

- NCTC- Not a PERS Agency
- Calaveras- ER contribution towards medical is age based- used age 50 for employee and spouse and age 18 for dependent; ER contribution towards Life is age based-used age 50; ER contribution towards LTD is average
- Madera CTC- Not a PERS Agency
- TCTC- Cell phone allowance is determined on case by case basis- listed max

**RESOLUTION 16-11
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ADOPTION OF NCTC COMPENSATION POLICY

WHEREAS, it is the intention of Nevada County Transportation Commission (NCTC) to retain talented, results-oriented employees to support the mission, values, and goals of the Commission; and

WHEREAS, NCTC has developed a Compensation Policy to establish a process to maintain consistency in setting compensation.

NOW THEREFORE BE IT RESOLVED, that to ensure that the NCTC is able to attract and retain talented employees, the NCTC will compare itself, using the labor market mean, to other survey agencies in an appropriate labor market approximately every five years consisting of Regional Transportation Planning Agencies selected by the NCTC.

BE IT FURTHER RESOLVED, in order to maintain a fair and equitable compensation program, NCTC will collect and compare the following:

- Base salary
- Health benefits (health, dental, vision, life insurance, and long-term disability)
- Retirement
- Social Security
- Other compensation (e.g. auto allowance, technology allowance, management/administrative leave cash out)

BE IT FURTHER RESOLVED, that annually, NCTC will adjust its salary ranges, as budget allows, by the average cost of living increase provided by the local labor market to the journey level planner, which includes:

- County of Nevada
- City of Grass Valley
- Town of Truckee
- City of Nevada City


PASSED AND ADOPTED by the Nevada County Transportation Commission on March 16, 2016.

Ayes: Commissioners Andersen, Beason, Dee, Fouyer, Guerra, Jostes, Scofield

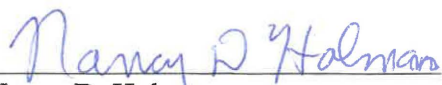
Noes: None

Absent: None

Abstain: None



Lawrence A. Jostes, Chairman
Nevada County Transportation Commission

Attest: 

Nancy D. Holman
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: 1030.2.4.3

MEMORANDUM

TO: Nevada County Transportation Commission

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

SUBJECT: Approval of Professional Services Agreement with GHD Inc. to Prepare the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan, Resolution 20-46

DATE: November 18, 2020

RECOMMENDATION: Adopt Resolution 20-46 authorizing the Chair to execute the Agreement with GHD Inc. to prepare the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan, in an amount not to exceed \$124,561.

BACKGROUND: In December 2019, Nevada County Transportation Commission (NCTC) staff began working on the concept of an Extreme Climate Event Mobility and Adaptation Plan to identify the climate-related weaknesses of the transportation system in Nevada County and provide actionable strategies for integration into transportation plans, transportation improvement programs, and emergency response plans for the region during extreme climate events (fire, flood, snow/ice, road closure, etc.). NCTC staff submitted a grant application for State Rural Planning Assistance in January 2020. NCTC's Executive Director was notified on March 20, 2020, that NCTC was awarded the grant funds for the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan.

A Request for Proposal (RFP) was released on August 31, 2020. In response to the RFP, proposals were received from Dewberry, ERG, Cardno, GHD Inc., and First Environment. GHD Inc. was chosen by the Selection Committee, which included representatives from Nevada County, Office of Emergency Services, Nevada County Consolidated Fire District, the cities of Nevada City and Grass Valley, and NCTC staff, to prepare the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan.

The enclosed Agreement has been reviewed by NCTC's legal counsel, and in accordance with Section V, Item A, of NCTC's Administrative Operating Procedures, is being presented to the Commission for consideration and approval.

attachment

**RESOLUTION 20-46
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**APPROVAL OF THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
PROFESSIONAL SERVICES AGREEMENT WITH GHD INC.
TO PREPARE THE READY NEVADA COUNTY EXTREME CLIMATE EVENT MOBILITY
AND ADAPTATION PLAN**

WHEREAS, as part of the regional transportation planning process, NCTC, in coordination with Nevada County, First Responders, Office of Emergency Services, the City of Nevada City, and the City of Grass Valley, intends to complete a plan that focuses on improving safety, resiliency, and efficiency of our regional transportation system in the face of extreme climate related events such as wildfires and evacuation concerns. The efforts of this plan will result in emergency evacuation plans being coalesced into our transportation plans.

WHEREAS, funding for this project has been included in Amendment 1 of the FY 2020/21 Overall Work Program adopted on October 7, 2020; and

WHEREAS, GHD Inc. was selected to prepare the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan with the amount of the Agreement not to exceed \$124,561; and

WHEREAS, the proposed Agreement has been reviewed and approved by NCTC's attorney, Sloan Sakai Yeung & Wong LLP; and

WHEREAS, in accordance with NCTC's Administrative Operating Procedures, Section V, Item A requires that an Agreement exceeding \$10,000 be presented to the Commission for review and approval.

NOW, THEREFORE, BE IT RESOLVED, that NCTC authorizes the Chair to execute the Agreement between NCTC and GHD Inc. to prepare the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan.

PASSED AND ADOPTED by the Nevada County Transportation Commission on November 18, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND GHD INC.
TO PREPARE THE READY NEVADA COUNTY EXTREME CLIMATE EVENT
AND MOBILITY ADAPTATION PLAN

This Agreement by and between the Nevada County Transportation Commission (hereinafter referred to as “NCTC”), and GHD Inc., (hereinafter referred to as “Consultant”), in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties do hereby agree as follows:

1. **Purpose and Scope:** The purpose of this Agreement is to provide a contract for professional services to prepare the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan.

Consultant will provide services as set forth in Exhibit “A” NCTC’s “Request for Proposal to Prepare the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan” and Exhibit “B” Consultant’s proposal entitled, “Proposal for READY Nevada County.” In the event of a conflict between Exhibit “A” and Exhibit “B,” Exhibit “A” shall control.

2. **Engagement of Consultant:** NCTC hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services required to complete the project. The services of Consultant are described in Exhibit “A” and Exhibit “B” which are herein incorporated as part of the Agreement.

3. **Scope of Services:** Consultant shall do, perform, and carry out the services as set forth in Exhibit “A” and Exhibit “B” in accordance with this Agreement. No changes to Exhibit “A” and Exhibit “B” or to this Agreement shall be made without the written agreement of all parties hereto. In the event of a conflict between Exhibit “A” and Exhibit “B,” Exhibit “A” shall control.

Consultant must provide ten (10) bound copies and an electronic version in PDF format on USB flash drive of the draft report to NCTC staff for review and comment prior to finalization. Once changes or considerations are fully addressed, Consultant must deliver fifteen (15) bound copies, one reproducible unbound original, and an electronic version in PDF format on USB flash drive of the final report to NCTC.

4. **Data to be Furnished to Consultant:** All information, data, reports, records and maps as are existing, available, and necessary for the carrying out of the project shall be furnished to Consultant without charge by NCTC, and NCTC shall cooperate with Consultant in every way possible during all phases of the project. All data, including survey documents, prepared or developed or assembled under this Agreement shall be the property of NCTC.
5. **Personnel:** Consultant represents that it has, or will obtain at its own expense, all personnel and/or subcontractors required in performing the services under this Agreement. Such personnel shall not be employees of NCTC.

6. **Standard of Quality:** All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
7. **Project Representative:** Consultant and NCTC shall each designate a project representative who shall be responsible for coordinating the efforts of the respective party with regard to the performance of the work as set forth under this Agreement. The project representative for NCTC shall be Kena Sannar. The project representative for Consultant shall be Kendra Ramsey. Consultant's project representative may only be changed upon prior written approval by NCTC.
8. **Subcontracting:**
 - a. Nothing contained in this Agreement or otherwise shall create any contractual relation between NCTC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant shall supervise all of its personnel and be responsible for the work of all subcontractors selected for this project. Consultant's obligation to pay its subconsultant(s) is an independent obligation from NCTC's obligation to make payments to the Consultant.
 - b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by NCTC's Project Representative, except that which is expressly identified in the approved Cost Proposal.
 - c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by NCTC.
 - d. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
 - e. Any substitution of subconsultant(s) must be approved in writing by NCTC's Contract Administrator prior to the start of work by the subconsultant(s).
9. **Time of Performance:**
 - a. This Agreement shall go into effect on November 18, 2020, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC's Contract Administrator or Project Representative. The contract shall end on January 31, 2022, unless extended by written contract amendment, pursuant to NCTC's Administrative Operating Procedures.
 - b. Consultant is advised that any recommendation for contract award is not binding on NCTC until the contract is fully executed and approved by NCTC.
 - c. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

10. **Compensation:** NCTC shall pay Consultant as compensation in full for all services performed by Consultant pursuant to this Agreement, a total sum not to exceed **\$124,561.00**. Consultant will not perform work, nor be required to perform work, outside those services specified in this Agreement which would result in billings in excess of **\$124,561.00** without the prior written agreement of both parties.
- a. Allowable Costs and Payments: Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's Cost Proposal and documented in **Exhibit 10-H1 Cost Proposal**. The specified hourly rates shall include direct labor costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.
- (1) In addition, Consultant will be reimbursed for incurred (actual) direct costs other than labor costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order/Scope of Work.
 - (2) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
 - (3) When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from NCTC's Project Representative before exceeding such estimate.
 - (4) Progress payments for each Task Order/Scope of Work will be made monthly in arrears based on services provided and actual costs incurred.
 - (5) Consultant shall not commence performance of work or services until this Agreement has been approved by NCTC, and notification to proceed has been issued by NCTC's Project Representative. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
 - (6) Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by NCTC's Project Representative of itemized invoices. Invoices itemizing all costs are required for all work performed under each Task Order/Scope of Work. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall include a written report of the work performed. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the contract number **WE243111820** and the finalized project title. Credits due to NCTC that include any equipment purchased under the provisions of Section 45 of this Agreement, must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to NCTC's Project Representative at the address provided in Exhibit A.
 - (7) The period of performance for Task Orders/Scope of Work shall be in accordance with dates specified in the Task Orders/Scope of Work. No Task Order/Scope of Work will be written which extends beyond the expiration date of this Agreement.

- (8) The total amount payable by NCTC shall not exceed the amount agreed to in Section 10 above, unless authorized by written amendment.
- (9) If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in the Scope of Work, no payment will be made until the deliverable has been satisfactorily completed.
- (10) Task Orders may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement.
- (11) All subcontracts in excess of \$25,000 shall contain the above provisions.

b. Cost Principles and Administrative Requirements:

- (1) Consultant agrees that the contract cost principles and procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.
- (2) Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 2 CFR Part 225.
- (3) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., 23 CFR, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 225, or any other applicable State or Federal Regulations, are subject to repayment by Consultant to NCTC.
- (4) Transportation and subsistence expenses shall not exceed rates authorized to be paid non-state employees under current State Department of Personnel Administration rules, unless written verification is supplied that government hotel rates are not commercially available to Consultant and/or its subcontractors at the time and location required as specified in the California Department of Transportation’s Travel Guide Exception Process at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>.
- (5) Consultant and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates the costs of work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures. Consultant shall also provide NCTC with **Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System**.
- (6) Contractors and subcontractors shall comply with: 23 CFR; Caltrans’ Local Assistance Procedures Manual (LAPM)

(<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>); Caltrans' Local Assistance Programs Guidelines (LAPG) (<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>); California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.

- (7) All subcontracts in excess of \$25,000 shall contain the above provisions.
11. **Method of Payment:** Consultant shall bill NCTC for time and materials for services performed under this Agreement on a monthly basis. Payment by NCTC to Consultant shall be made within 30 days after receipt of Consultant's invoice and acceptance of the work to date. NCTC shall withhold ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by NCTC of all final products. Consultant or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by NCTC. Any delay or postponement of payment may take place only for good cause and with NCTC's prior written approval. Any violation of these provisions shall subject the violating Consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. Consultant is expected to receive payment by electronic deposit.
12. **Termination of Agreement:** NCTC reserves the right to terminate this contract upon ten (10) days written notice to Consultant, with or without cause, with the reasons for termination stated in the notice.
- a. NCTC may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, NCTC may proceed with the work in any manner deemed proper by NCTC. If NCTC terminates this Agreement with Consultant, NCTC shall pay Consultant the sum that was due to the Consultant under this Agreement prior to termination, unless the cost of completion to NCTC exceeds the funds remaining in the Agreement, in which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
 - b. The maximum amount for which NCTC shall be liable if this Agreement is terminated is \$124,561.00.
 - c. In the event of termination by either party, all data shall become the property of NCTC subject to the provisions of Section 32.

13. **Interest of Members of NCTC and Others:** No officer, member, or employee of NCTC and no member of the governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. In addition, Consultant shall notify NCTC of any such direct or indirect personal or pecuniary interest prior to entering into this Agreement, or if discovered after execution of the Agreement, immediately upon learning of such interest.
14. **Assignability:** Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of NCTC thereto; provided, however, that claims for money due or to become due to Consultant from NCTC under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval provided there is no dispute as to the amount of funds due to Consultant. Notice of any such assignment or transfer shall be furnished promptly to NCTC.
15. **Rebates, Kickbacks, or Other Unlawful Consideration:** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right (in its discretion) to: terminate the contract without liability to pay only for the value of the work actually performed; deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, NCTC shall have the right (in its discretion) to: terminate the contract without liability to pay only for the value of the work actually performed; deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
16. **Findings Confidential:** Any reports, information, data, etc. given to, prepared by, or assembled by Consultant shall be held as confidential, and shall not be made available to any individual or organization by Consultant without the prior written approval of NCTC.
17. **Copyright:** No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.
18. **Availability of Records/Audit Review Procedures:** Consultant shall document the results of the work to the satisfaction of NCTC, and if applicable, the State and U.S. Department of Transportation (DOT). Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

- a. Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Consultant, subconsultants, and NCTC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.
 - (1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, NCTC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants' (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
 - (2) Subcontracts in excess of \$25,000 shall contain this provision.
- b. Audit Review Procedures:
 - (1) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by NCTC's Executive Director.
 - (2) Not later than 30 days after issuance of the final audit report, Consultant may request a review by NCTC's Executive Director of unresolved audit issues. The request for review will be submitted in writing.
 - (3) Neither the pendency of a dispute nor its consideration by NCTC will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

19. **Compliance with Applicable Laws:** Consultant agrees to conduct and execute the project in compliance with all applicable local, state and federal laws, codes, ordinances, regulations, orders, and decrees. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. Consultant shall keep itself fully informed of and shall observe and comply with and shall cause any and all persons, firms, or corporations employed by it or under it to observe and comply with all state and national laws and county and municipal ordinances, regulations, orders and decrees which in any manner affect those engaged or employed in the services described by this Agreement or the material used or which in any way affect the conduct of the work.

Consultant warrants and represents to NCTC that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by NCTC. NCTC is not

responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

20. **Insurance:** Consultant shall maintain, at Consultant's own expense during the term hereof, insurance with respect to Consultant's business, the premises and all activities or services in the performance of this Agreement, of the types and in the minimum amounts described generally as follows:
- a. Full Workers' Compensation covering all employees of Consultant as required by law in the State of California, and Employers' Liability Coverage of \$1,000,000. Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this contract. Copies of the certificates evidencing such insurance shall be provided to NCTC upon request.
 - b. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of \$1,000,000 combined single limit per occurrence, including, but not limited to, endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability. If Comprehensive Liability Insurance or other form has a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - c. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, leased, and non-owned vehicles used in connection with Consultant's business of \$1,000,000 combined single limit per occurrence.
 - d. Throughout the duration of the project, Consultant shall carry professional liability insurance in a standard form, including Errors and Omission coverage, with a company approved by NCTC. Said insurance shall be written with limits of \$500,000 for each incident and \$1,000,000 in the aggregate. NCTC may waive this Section "d" at its discretion, in the event such insurance is not available for the type of service being provided by Consultant.
 - e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by NCTC.
 - f. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects to NCTC, its directors, officers, employees and agents. Any insurance or self-insurance maintained by NCTC, or its directors, officers, employees or agents shall be in excess of Consultant's insurance and shall not contribute to it.

- (2) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by NCTC.
- h. Certificate of Insurance and Additional Insured Requirement: **Consultant shall furnish to NCTC original Certificates of Insurance** on a standard ACORD form, or other form acceptable to NCTC, substantiating the required coverages and limits set forth above and also containing the following statement with respect to the General Liability policy: "Nevada County Transportation Commission and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- i. Certified Copies of Policies: Upon request by NCTC, Consultant shall immediately furnish a complete copy of the Comprehensive Public Liability or Comprehensive Liability policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- j. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude NCTC from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.
- k. Notice: Consultant agrees that none of the required coverages set forth in this Section 20 shall be suspended, voided, canceled, terminated, or reduced in coverage or limits, without thirty (30) days' prior written notice to NCTC by certified mail, return receipt requested.
21. **Indemnification**: Consultant agrees to indemnify, fund the defense of, and hold harmless, NCTC and its directors, officers, agents, and employees (the "Indemnitees") from and against any and all actions, suits, claims, demands, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, to the extent arising out of, pertaining to, relating to, or in any way connected with the performance of this Agreement, however caused, regardless of any negligent act of an Indemnitee, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of an Indemnitee. Consultant shall pay all costs that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.
22. **Governing Law and Choice of Forum**: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Nevada County.
23. **Prevailing Party**: Should any dispute arise hereunder, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

24. **Conflict of Interest:**

- a. Consultant shall disclose any financial, business, or other relationship with NCTC that may have an impact upon the outcome of this Agreement, or any ensuing NCTC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any project, which will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- c. Consultant shall immediately notify NCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

25. **Political Reform Act Compliance:** Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are “consultants” under the Political Reform Act (the “Act”) (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be “consultants” under the Act by NCTC, as provided for in the Conflict of Interest Code for NCTC, shall promptly file economic disclosure statements for the disclosure categories determined by NCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

26. **Independent Contractor:** In performing services under this Agreement, Consultant is and shall act as an independent contractor and not an employee, representative, or agent of NCTC. Consultant shall have control of its work and the manner in which it is performed. Consultant expressly warrants that neither Consultant nor any of Consultant’s employees or agents shall represent themselves to be employees or agents of NCTC.

27. **National Labor Relations Board Certification:** Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant’s failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

28. **Americans with Disabilities Act (ADA) of 1990:** By signing this Agreement, Consultant assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to, those found within the Code of Federal Regulations, Title 49, Parts 27, 37, and 38.

29. **Equal Employment Opportunity/Title VI Compliance:** Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, the provisions contained in 49 CFR Part 21 through Appendix C, 23 CFR Part 200, 23 CFR Part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794.

- a. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulation (41 CFR Part 60), and any other applicable federal and state laws and regulations relating to equal employment opportunity, including the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Consultant shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and 49 CFR Part 27 regarding discrimination against individuals with disabilities.
- e. Solicitations for Subcontractors, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the statutes and regulations relative to nondiscrimination set forth herein.
- f. Information and Reports: Consultant shall provide all information and reports required by applicable federal and state laws and regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such laws and regulations, orders and instructions, including but not limited to permitting access to all records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency designated to investigate compliance with this section. Where any information is required of

Consultant which is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to NCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- g. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to Consultant under the Agreement until Consultant complies, and/or,
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
 - h. Incorporation of Provisions: Consultant shall include the provision of this Section 29 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract of procurement as NCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request that NCTC enter into such litigation to protect the interests of NCTC. In addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
30. **Drug-Free Certification:** By signing this Agreement, Consultant hereby certifies, under penalty of perjury under the laws of the State of California, Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Consultant who works under this Agreement shall:

- (1) Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
- (2) Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

31. **Union Organizing:** By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Consultant will not meet with employees or supervisors on NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

32. **Ownership of Documents:** Original document, methodological explanations, computer programs, drawings, designs and reports generated by this Agreement shall belong to and become the property of NCTC. Consultant is not liable for changes made by others or any use beyond the scope of this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of NCTC.

It is understood that in addition to NCTC, state and federal funding agencies shall have the right to reproduce, publish, or otherwise use, and authorize others to use, the information developed from federally reimbursed projects.

33. **Campaign Contribution Disclosure:** Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the **Levine Act Disclosure Statement** attached hereto as **Exhibit C**.

34. **Entire Agreement and Amendment:** This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreement arrangements, or understandings, oral or written, between the parties relating to the subject matter contained in this Agreement, which are not fully expressed herein.

The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon written consent of all parties to this Agreement. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by NCTC.

35. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application

of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

36. **Headings:** The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
37. **Authority:** Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
38. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
39. **Necessary Acts:** Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
40. **Disadvantaged Business Enterprise:** It is the policy of NCTC that Disadvantaged Business Enterprises (DBE), as defined in Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

Exhibit 10-O1 Consultant Proposal DBE Commitment and Exhibit 10-O2 Consultant Contract DBE Commitment are attached to the Agreement. The purpose of these forms is to provide information regarding DBE participation and to reference them as necessary forms to collect data required under 49 CFR 26. Even if no DBE participation will be reported, Consultant agrees to complete and sign the forms and return them with the executed Agreement.

- a. **Non-discrimination:** "The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate." Each subcontract signed by the Consultant in the performance of this Agreement must include an assurance that the Consultant and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.
- b. **Prompt Payments to DBE and Non-DBE Subcontractors:** Subrecipient shall insert the following clauses in any contract funded under this Agreement:

- (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Consultant. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Consultant. This clause applies to both DBE and non-DBE subcontracts.
- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Consultant. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Consultant agency. If Consultant makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Consultant shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Consultant agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: The Consultant shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, with submittal of the final invoice, the Consultant agrees to complete **Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors** (attached) whether or not DBE participation is obtained. A summary of the DBE records shall be prepared, certified correct, and submitted on the form. The Consultant is to show total dollars paid to each DBE subcontractor and supplier.
- d. Termination of a DBE: In conformance with Federal DBE regulation Section 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, the Consultant shall not:
- (1) Terminate for convenience a listed DBE subcontractor and then perform

that work with its own forces (personnel), or those of an affiliate, unless the Consultant has received prior written authorization from the project representative of NCTC to perform the work with other forces (other than the Consultant's own personnel) or to obtain materials from other sources; and

(2) If a DBE subcontractor is terminated or fails to complete its work for any reason, the Consultant shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.

(3) Noncompliance by the Consultant with the requirements of this paragraph is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as NCTC deems appropriate.

- e. **DBE Certification and Decertification:** If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Consultant in writing with the date of certification. The Consultant shall then provide to the project representative of NCTC written documentation indicating the DBE's existing certification status.

Any subcontract entered into as a result of the Agreement shall contain all of the provisions of this section.

41. **Debarment, Suspension, and Other Responsibilities:** Consultant certifies and warrants that neither Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

Consultant further certifies that it shall not knowingly enter into any transaction with any subconsultant, material supplier, or vendor who is debarred, suspended, declared ineligible,

or voluntarily excluded from covered transactions by any federal or state department/agency.

42. **Non-lobbying Certification:** Consultant certifies, to the best of his or her knowledge and belief, that:
- a. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit **Exhibit 10-Q Disclosure of Lobbying Activities** (attached) in accordance with its instructions.
 - c. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement, imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
 - d. Consultant also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.
43. **Clean Air Act:** Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Consultant agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
44. **Disputes:** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of NCTC’s Executive Director and Chairperson, who may consider written or verbal

information submitted by Consultant. Not later than 30 days after completion of all work under the contract, Consultant may request review by NCTC's Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Any dispute concerning a question of fact arising under an audit of this Agreement shall be reviewed by NCTC's Executive Director. Not later than 30 days after issuance of the final audit report, Consultant may submit a written request for review by the Executive Director of unresolved audit issues.

Neither the pendency of a dispute, nor its consideration by the committee or Executive Director, will excuse Consultant from full and timely performance in accordance with this Agreement.

45. **Equipment Purchase:**

- a. Written prior authorization by NCTC's Project Representative is required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000, prior authorization by NCTC's Project Representative must be obtained, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use for the Project before the end of its useful life, Consultant may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Consultant, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

46. **Safety:** Consultant shall comply with any applicable OSHA regulations regarding necessary safety equipment or procedures, and safety instructions issued by NCTC, if any.

47. **State Prevailing Wage Rates:** The State of California's General Prevailing Wage Rates are not applicable to this Agreement.

IN WITNESS HEREOF, this Agreement between the Nevada County Transportation Commission and GHD Inc. has been executed by the parties hereto the day and year shown below.

NEVADA COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____
Chair
Nevada County Transportation Commission

Nevada County Transportation Commission Counsel, Approved as to Form

By: _____ Date: _____
Sloan Sakai Yeung & Wong LLP

CONSULTANT

By: _____ Date: _____

PLEASE RETURN THE FOLLOWING SIGNED FORMS WITH AGREEMENT:

- Exhibit A: NCTC RFP
- Exhibit B: Consultant's Proposal
- Exhibit C: Levine Act Disclosure Statement
- Exhibit 10-H1: Cost Proposal (included in Consultant's Proposal)
- Exhibit 10-I: Notice to Proposers Disadvantaged Business Enterprise Information
- Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System
- Exhibit 10-O1: Consultant Proposal DBE Commitment (included in Consultant's Proposal)
- Exhibit 10-O2: Consultant Contract DBE Commitment (included in Consultant's Proposal)
- Exhibit 10-Q: Disclosure of Lobbying Activities
- Certificate of Insurance
- Electronic Deposit Authorization Form
- Vendor Data Record

- Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (to be submitted after final invoice)

**RESOLUTION 20-47
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

Approval of Executive Director Employment Agreement

WHEREAS, the Nevada County Transportation Commission (the “Commission”) desires to appoint an Executive Director, effective January 22, 2021 following the retirement of its current Executive Director; and

WHEREAS, the Commission desires to appoint _____ as the Executive Director and approve the Employment Agreement in substantially the form attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED, that the Employment Agreement attached hereto is approved by the Commission and the Commission directs the Board Chair to execute the Employment Agreement on behalf of the Commission.

PASSED AND ADOPTED by the Nevada County Transportation Commission on November 18, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

EXHIBIT A
EMPLOYMENT AGREEMENT
FOR THE
EXECUTIVE DIRECTOR
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION

The Nevada County Transportation Commission (NCTC), hereinafter referred to as EMPLOYER, and _____, hereinafter referred to as EMPLOYEE, in consideration of the mutual promises made herein, agree as follows:

ARTICLE I - TERM OF AGREEMENT

Specific Period

Section 1.1 Except as provided in Article 6, herein, EMPLOYER hereby employs EMPLOYEE and EMPLOYEE hereby accepts employment with EMPLOYER for a period of five (5) years beginning on January 22, 2021 and terminating on January 21, 2026.

“Employment Term” Defined

Section 1.2 As used herein, the phrase “employment term” refers to the entire period of employment of EMPLOYEE by EMPLOYER hereunder, subject to those provisions hereinafter provided.

ARTICLE 2 - DUTIES AND OBLIGATIONS OF EMPLOYEE

General Duties

Section 2.1 EMPLOYEE shall serve as the Executive Director of EMPLOYER. In the capacity as Executive Director, EMPLOYEE shall do and perform all of the duties required of such office including, but not limited to, those enumerated within Attachment “A” to this Agreement, all applicable laws, regulations, ordinances, and resolutions, including, but not limited to, the Statutes of the State of California, and the directions of the Governing Board of EMPLOYER.

Loyal and Conscientious Performance of Duties

Section 2.2 EMPLOYEE agrees that to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement.

Devotion of Entire Time to Employer’s Business

Section 2.3 (a) EMPLOYEE shall devote his entire productive time, ability, and attention to the business of EMPLOYER during normal working hours during the term of this Agreement.

(b) During the term of this Agreement, EMPLOYEE shall not engage in any other business, duties or pursuits whatsoever. Furthermore, during the term of this Agreement, EMPLOYEE shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for

compensation or otherwise, without the prior written consent of EMPLOYER. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this employment and shall not require the prior written consent of EMPLOYER.

(c) This Agreement shall not be interpreted to prohibit EMPLOYEE from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services under this Agreement.

Competitive and Conflicting Activities

Section 2.4 During the term of this Agreement, EMPLOYEE shall not, directly or indirectly, either as an employee, employer, officer, director, or in any other individual or representative capacity, engage or participate in any business, educational, charitable or professional activities that are in competition in any manner or in conflict whatsoever with the business or interests of EMPLOYER.

ARTICLE 3 - OBLIGATIONS OF EMPLOYER

General Description

Section 3.1 EMPLOYER shall provide EMPLOYEE with the compensation, incentives, benefits and expense reimbursement specified elsewhere in this Agreement.

Office and Staff

Section 3.2 EMPLOYER shall provide EMPLOYEE with a private office, professional and technical assistance, secretarial or clerical help, office equipment and supplies, and other facilities, suitable to EMPLOYEE'S position and adequate for the performance of his duties, subject to the availability of funds in the budget of EMPLOYER and consistent with the Overall Work Program.

Indemnification of Losses of Employee

Section 3.3 EMPLOYER shall indemnify EMPLOYEE for all losses sustained by EMPLOYEE as a direct consequence of the discharge of his duties on EMPLOYER'S behalf, except those caused by EMPLOYEE's gross misconduct.

Performance Evaluation

Section 3.4 The NCTC Governing Board shall evaluate the performance of EMPLOYEE annually and at such other times as the NCTC Governing Board designates.

ARTICLE 4 - COMPENSATION OF EMPLOYEE

Annual Salary

Section 4.1 (a) As compensation for the services to be rendered by EMPLOYEE hereunder, EMPLOYER shall pay EMPLOYEE at the rate of _____ Dollars per year. EMPLOYEE shall be paid at the same intervals and in the same manner as other employees of the EMPLOYER.

(b) EMPLOYER agrees to review EMPLOYEE'S compensation annually during the course of the performance evaluation referred to in Section 3.4 above. The reviews and evaluations during the term of this Agreement will be conducted each May. EMPLOYER will annually adjust EMPLOYEE'S compensation, as budget allows, by the average cost of living increase provided by the local labor market to the journey level planner, which includes:

- County of Nevada
- City of Grass Valley
- Town of Truckee
- City of Nevada City

ARTICLE 5 - EMPLOYEE BENEFITS

Annual Vacation, Administrative Leave, Holidays, and Sick Leave

Section 5.1 EMPLOYEE shall be entitled to twenty (20) days annual vacation time per year. EMPLOYEE shall be entitled to five (5) days annual administrative leave, and to those holiday and sick leave programs set forth in the NCTC Personnel Manual.

Other Benefits

Section 5.2 (a) EMPLOYEE shall be entitled to all other benefits granted to other NCTC employees, subject to the discretion of the EMPLOYER.

(b) EMPLOYER shall contribute on behalf of EMPLOYEE an amount equal to 17.13% of EMPLOYEE'S compensation to the Nevada County Transportation Commission 401(a) Plan on a schedule as established by EMPLOYER'S Agreement with the ICMA Retirement Corporation.

(c) In addition to the above, EMPLOYER shall reimburse EMPLOYEE for those normal and necessary expenses incurred by EMPLOYEE while performing EMPLOYEE'S duties.

(d) EMPLOYER shall provide _____ Dollars per month for medical, dental, and other insurance coverage benefits to the EMPLOYEE.

(e) EMPLOYEE'S duties require the use of an automobile provided by EMPLOYEE during the duration of this Agreement. EMPLOYEE shall be responsible for paying liability, property damage, and comprehensive insurance for the purchase, operation, maintenance, repair, and replacement of such an automobile, and EMPLOYER shall pay EMPLOYEE a monthly car allowance of _____ Dollars toward such expense. EMPLOYER shall reimburse EMPLOYEE for mileage traveled in excess of Four Hundred (400) Miles per month at the Federal rate, as determined by the Internal Revenue Service. EMPLOYER shall provide a monthly cellular phone allowance of _____ Dollars.

(f) EMPLOYER shall pay such professional dues, subscriptions, and memberships in such organizations necessary for EMPLOYEE to maintain professional relationships in appropriate national, regional, state and local associations, and service clubs necessary and desirable for EMPLOYEE'S continued professional growth and advancement and

benefit to EMPLOYER, as approved by the Governing Board in the budget process. EMPLOYEE shall be permitted to attend conferences, seminars, and/or other such meetings, the reasonable cost of which shall be paid by EMPLOYER. Notwithstanding any of the above, however, EMPLOYEE acknowledges that the above referenced dues, subscriptions, memberships, and attendance at conferences, seminars, and other meetings shall be dependent upon the availability of funds for those purposes within the approved budget. EMPLOYEE shall propose such expenses in the annual budget and shall inform the Governing Board of absences due to his participation in any of the above referenced conferences, seminars, and meetings.

ARTICLE 6 - TERMINATION OF EMPLOYMENT

Either party shall have the unqualified right to terminate this Agreement, with or without cause, as set forth hereinafter.

Termination Without Cause

Section 6.1 (a) EMPLOYEE understands, acknowledges, and agrees that he is not a member of any classified, competitive service and, therefore, is not converted by or subject to the provisions and protection of any Merit System. In particular, EMPLOYEE understands, acknowledges, and agrees that he is an at-will employee and serves at the pleasure of the Nevada County Transportation Commission. EMPLOYEE further understands, acknowledges, and agrees that he has no property interest in his employment and is therefore entitled to no pre-disciplinary, pre-removal due process, and that he may be terminated at any time and for any reason, with or without cause, except as is otherwise specifically provided in this Employment Agreement.

EMPLOYEE is aware of, understands, and agrees to abide by the provisions of California Labor Code Section 2922 which provides: "An employment having no specified term, may be terminated at the will of either party on notice to the other. Employment for a specified term means employment for a period greater than one month."

EMPLOYEE understands and agrees that except as specifically provided in this Agreement, he shall not be entitled to the rights, benefits, and protection of any agency's or entity's Personnel and Merit System, and by execution of this Agreement, EMPLOYEE hereby waives any terms or provision thereof.

(b) EMPLOYER, on the affirmative vote of not less than five (5) Commissioners, may terminate EMPLOYEE at any time and without cause or reason by giving EMPLOYEE written notice of that termination.

(c) EMPLOYER shall pay severance to EMPLOYEE for three (3) months service based upon compensation as provided in Paragraph 4.1(a) upon the happening of any of the following events:

1. Termination of EMPLOYEE without cause pursuant to Paragraph 6.1(b).
2. EMPLOYER requests the resignation of EMPLOYEE and EMPLOYEE resigns pursuant to that request.

Notwithstanding the foregoing, EMPLOYER shall be fully reimbursed if the EMPLOYEE is convicted of a crime involving an abuse of his office or position pursuant to the provisions of Government Code sections 53243 through 53244.

(d) This Agreement shall automatically terminate upon the death of EMPLOYEE.

(e) EMPLOYER reserves the right to terminate this Agreement not less than three (3) months after EMPLOYEE suffers any physical or mental disability that would prevent the performance of his duties under this Agreement. Such termination shall be effected by giving thirty (30) days written notice of termination to EMPLOYEE.

(f) Termination under this Section 6.1 shall not be considered termination “for cause” for any purpose under this Agreement.

Termination for Cause

Section 6.2 (a) EMPLOYER reserves the right to terminate this Agreement if EMPLOYEE (1) willfully breaches or habitually neglects the duties which are required to be performed under the terms of this Agreement, or (2) commits an act of dishonesty, fraud, misrepresentation or other acts involving moral turpitude, that would prevent or significantly interfere with the effective performance of his duties, or (3) acts in a manner insubordinate to the direction of the NCTC Governing Board.

(b) EMPLOYER may at its option terminate this Agreement for the reasons stated in this section by giving written notice of termination to EMPLOYEE without prejudice to any other remedy to which EMPLOYER may be entitled either at law, in equity, or under this Agreement.

(c) The notice of termination required by this section shall specify the grounds for the termination and shall be supported by a statement of relevant facts.

(d) Said termination shall be effective immediately.

(e) EMPLOYEE understands and agrees that should he be terminated “for cause” as defined within Section 6.2 (a)-(d), EMPLOYER shall have no obligation to continue the employment of EMPLOYEE or to disburse the severance payment(s) set forth within Section 6.1 (c) to this Agreement.

Termination by Employee

Section 6.3 EMPLOYEE may terminate his obligations under this Agreement by giving EMPLOYER at least ninety (90) calendar days written notice in advance; provided, however, that such notice shall not be required in the event EMPLOYEE resigns pursuant to a request for resignation by EMPLOYER or upon receiving notice of EMPLOYER'S intent not to renew this AGREEMENT. EMPLOYER reserves the right to accept less than ninety (90) days notice.

Effect on Compensation

Section 6.4 In the event this Agreement is terminated prior to the completion of the term of employment specified herein, EMPLOYEE shall be entitled to the compensation and benefits earned by and vested in him prior to the date of termination as provided for in

this Agreement, computed pro-rata up to and including that date, including those provided for under Section 5.1. EMPLOYEE shall be entitled to no further compensation as of the date of termination, except as provided for under Sections 5.2 and 6.1.

(a) Any cash settlement received by EMPLOYEE from EMPLOYER, related to the termination of this Agreement, shall be fully reimbursed to EMPLOYER if EMPLOYEE is convicted of a crime involving an abuse of his office or position. This shall not apply to funds received under Sections 5.2 or 6.1.

ARTICLE 7 - GENERAL PROVISIONS

Notices

Section 7.1 Any notices to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Chairperson of EMPLOYER at 101 Providence Mine Road, Suite 102, Nevada City, CA 95959 and the EMPLOYEE at _____, but each party may change the address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

Attorney Fees

Section 7.2 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Dispute Resolution

Section 7.3 If possible, any dispute concerning terms and conditions shall first be settled by the parties herein. If the parties herein are unable to settle a dispute, it shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award, rendered in such arbitration shall be final and may be entered in any court having jurisdiction thereof. All of the provisions of Section 1283.05 of the California Code of Civil Procedure are hereby expressly made applicable to any such arbitration. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Entire Agreement

Section 7.4 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of EMPLOYEE by EMPLOYER, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Modifications

Section 7.5 Any modification of this Agreement will be effective only if it is in writing signed by both parties.

Effect of Waiver

Section 7.6 The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition for all or any other times.

Partial Invalidity

Section 7.7 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Law Governing Agreement

Section 7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Sums Due Deceased Employee

Section 7.9 If EMPLOYEE dies prior to the expiration of the term of his employment, any sums that may be due him from EMPLOYER under this Agreement as of the date of death shall be paid to the EMPLOYEE’S executors, administrators, heirs, personal representatives, successors, or assigns.

Other Terms and Conditions of Employment

Section 7.10 The NCTC Governing Board, by resolution, shall fix any other terms and conditions of employment, as it may determine, from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with the provisions of this Agreement, or other law.

Assignment

Section 7.11 This Agreement is not assignable by either EMPLOYER or EMPLOYEE.

Employment Status

Section 7.12 EMPLOYEE acknowledges and agrees that he is not to be construed to be an officer, agent, or employee of the County of Nevada, and that he shall not be entitled to any of the benefits provided to officers or employees of the County of Nevada. Nor shall he have any rights under the County of Nevada’s Merit System and/or Personnel Rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

EMPLOYEE: _____ DATED: _____

EMPLOYER: _____ DATED: _____
Andrew Burton, Chair
Nevada County Transportation Commission

ATTACHMENT “A”
NEVADA COUNTY TRANSPORTATION COMMISSION
EXECUTIVE DIRECTOR

DEFINITION

Under the direction of the Governing Board, the Executive Director’s duties shall be to plan, organize, direct, and review the activities and operations of the Nevada County Transportation Commission (NCTC); to implement and administer policies and directives in accordance with NCTC’s Policies and Procedures Manual, and to provide highly responsible and complex administrative support to the Governing Board.

EXAMPLE OF DUTIES

Direct and participate in the operation and activities of the NCTC.

Develop, plan, and implement NCTC goals and objectives; recommend and administer policies and procedures to ensure effective and efficient operations.

Forecast funds needed for program implementation, staffing, and materials.

Direct, oversee, and participate in the development of the annual Overall Work Program; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods, and procedures.

Prepare a variety of technical papers, administrative reports, and public communications.

Prepare directives and informational reports for distribution to member cities and the county.

Represent the NCTC in meetings with state and/or federal agencies, as well as meetings with local and regional groups and organizations.

Oversee the management of state and federal grant programs and consulting contracts.

Select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

Ensure NCTC compliance with appropriate laws, rules, and regulations.

**Nevada County Transportation Commission
Monthly Financial Report FY 2020/21**

AUGUST

TOWN OF TRUCKEE (5805) LTF

16.54%

| | |
|-----------------------|---------------|
| Cash Balance 08/01/20 | \$782,602.46 |
| Additions | \$63,712.52 |
| Deductions | <u>\$0.00</u> |
| Cash Balance 08/31/20 | \$846,314.98 |

Budget and Allocations

| | |
|--|-----------------------|
| Fund Balance 6/30/20 | \$846,314.98 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$509,294.00</u> |
| AMOUNT TO BE ALLOCATED | \$1,355,608.98 |

| | |
|--------------------------------------|---------------------|
| Total Amount of Approved Allocations | <u>\$509,294.00</u> |
| BALANCE Available for Allocation | \$846,314.98 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|-----------------------------------|--------------|-------------------------------|---------------------|
| 7/15/20 20-31 | Transit/Paratransit Operations | \$509,294.00 | \$0.00 | \$509,294.00 |

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21
AUGUST

PEDESTRIAN AND BIKE (5806) LTF

2.00%

| | |
|-----------------------|---------------|
| Cash Balance 08/01/20 | \$189,455.03 |
| Additions | \$8,237.13 |
| Deductions | <u>\$0.00</u> |
| Cash Balance 08/31/20 | \$197,692.16 |

Budget and Allocations

| | |
|--|--------------------|
| Fund Balance 6/30/20 | \$197,692.16 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$66,148.00</u> |
| AMOUNT TO BE ALLOCATED | \$263,840.16 |

| | |
|--------------------------------------|--------------------|
| Total Amount of Approved Allocations | <u>\$34,000.00</u> |
| BALANCE Available for Allocation | \$229,840.16 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|----------------------------|-------------|-------------------------------|-------------|
| 7/15/20 20-30 | Nevada City Boulder Street | \$34,000.00 | \$0.00 | \$34,000.00 |

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21
AUGUST

NEVADA COUNTY (5807) LTF
67.15%

| | |
|--|---------------------------|
| Cash Balance 08/01/20 | \$2,059,084.71 |
| Additions | \$258,118.30 |
| Deductions | <u>\$0.00</u> |
| Cash Balance 08/31/20 | \$2,317,203.01 |
| <u>Budget and Allocations</u> | |
| Fund Balance 6/30/20 | \$2,834,099.51 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$2,067,586.00</u> |
| AMOUNT TO BE ALLOCATED | \$4,901,685.51 |
| Total Amount of Approved Allocations | <u>\$2,067,586.00</u> |
| BALANCE Available for Allocation | \$2,834,099.51 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|-----------------------------------|----------------|-------------------------------|----------------|
| 7/15/20 20-28 | Transit/Paratransit Operations | \$2,067,586.00 | \$516,896.50 | \$1,550,689.50 |

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21
AUGUST

GRASS VALLEY (5808) LTF

13.11%

| | |
|--|-------------------------|
| Cash Balance 08/01/20 | \$0.00 |
| Additions | \$49,503.78 |
| Deductions | <u>\$38,580.40</u> |
| Cash Balance 08/31/20 | \$10,923.38 |
| <u>Budget and Allocations</u> | |
| Fund Balance 6/30/20 | \$10,923.38 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$403,751.00</u> |
| AMOUNT TO BE ALLOCATED | \$414,674.38 |
| Total Amount of Approved Allocations | <u>\$403,751.00</u> |
| BALANCE Available for Allocation | <u>\$10,923.38</u> |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|------------------|-----------------------------------|--------------|-------------------------------|--------------|
| 7/15/20 20-29 | Transit/Paratransit Operations | \$403,751.00 | \$0.00 | \$403,751.00 |

**Nevada County Transportation Commission
 Monthly Financial Report FY 2020/21
 AUGUST**

NEVADA CITY (5809) LTF
 3.20%

| | |
|-----------------------|-------------------|
| Cash Balance 08/01/20 | \$0.00 |
| Additions | \$12,103.60 |
| Deductions | <u>\$9,432.37</u> |
| Cash Balance 08/31/20 | \$2,671.23 |

Budget and Allocations

| | |
|--|------------------------|
| Fund Balance 6/30/20 | \$2,671.23 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$98,545.00</u> |
| AMOUNT TO BE ALLOCATED | \$101,216.23 |
| Total Amount of Approved Allocations | <u>\$98,545.00</u> |
| BALANCE Available for Allocation | <u>\$2,671.23</u> |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|-----------------------------------|-------------|-------------------------------|-------------|
| 7/15/20 20-30 | Transit/Paratransit Operations | \$98,545.00 | \$0.00 | \$98,545.00 |

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21
AUGUST

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

| | |
|-----------------------|---------------|
| Cash Balance 08/01/20 | \$103,460.62 |
| Additions | \$20,180.97 |
| Deductions | <u>\$0.00</u> |
| Cash Balance 08/31/20 | \$123,641.59 |

Budget and Allocations

| | |
|--|---------------------|
| Fund Balance 6/30/20 | \$123,641.59 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$162,062.00</u> |
| AMOUNT TO BE ALLOCATED | \$285,703.59 |

| | |
|--------------------------------------|---------------------|
| Total Amount of Approved Allocations | <u>\$157,577.00</u> |
| BALANCE Available for Allocation | \$128,126.59 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|---|---------------------|-------------------------------|---------------------|
| 7/15/20 20-28 | Nevada County Paratransit Operations | \$130,772.00 | \$0.00 | \$130,772.00 |
| 7/15/20 20-31 | Truckee Paratransit Operations | \$26,805.00 | \$0.00 | \$26,805.00 |
| | TOTAL | \$157,577.00 | \$0.00 | \$157,577.00 |

Nevada County Transportation Commission

Monthly Financial Report FY 2020/21

AUGUST

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

| | |
|------------------------------|--------------------|
| Cash Balance 08/01/20 | \$81,203.09 |
| Additions | \$0.00 |
| Deductions | <u>\$12,743.22</u> |
| Cash Balance 08/31/20 | \$68,459.87 |
| | |
| Amount Approved for Projects | \$54,184.12 |
| Interest Accrued* | <u>\$14,275.75</u> |
| Total Available | \$68,459.87 |

| DATE/RESO | PROJECT | AMOUNT AVAILABLE FOR THE PROJECT | TTD ACTIVITY Accrual | BALANCE |
|---------------|--------------------|----------------------------------|----------------------|-------------|
| 9/18/13 13-32 | NextBus Technology | \$149,390.30 | \$95,206.18 | \$54,184.12 |

*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 2020/21

AUGUST

NCTC Administration & Planning (6327)

| | |
|-----------------------|---------------------|
| Cash Balance 08/01/20 | \$224,254.64 |
| Additions | \$119,385.98 |
| Deductions | <u>\$107,161.43</u> |
| Cash Balance 08/31/20 | \$236,479.19 |

BUDGET: Estimated Revenue & Allocations

| | |
|---|-----------------------|
| Fund Balance 6/30/20 | \$134,972.33 |
| Estimated Revenue | <u>\$1,354,016.84</u> |
| AVAILABLE FOR ALLOCATION | \$1,488,989.17 |
| Total of Approved Allocations | <u>\$1,354,016.84</u> |
| BALANCE AVAILABLE FOR ALLOCATION | \$134,972.33 |

| W.E. | DESCRIPTION | Allocation | YTD Activity Accrual Basis | Balance | % Expended |
|--------------|---|-----------------------|-------------------------------|-----------------------|---------------|
| 1.1 | <u>General Services</u> | | | | |
| | NCTC Staff | \$177,543.10 | \$23,618.80 | \$153,924.30 | 13.30% |
| | Indirect | \$32,678.55 | \$4,589.21 | \$28,089.34 | 14.04% |
| | Consultant Human Resources | \$5,000.00 | \$0.00 | \$5,000.00 | 0.00% |
| 1.2 | <u>TDA Admin.</u> | | | | |
| | NCTC Staff | \$191,339.61 | \$24,027.42 | \$167,312.19 | 12.56% |
| | Indirect | \$35,217.93 | \$4,539.26 | \$30,678.67 | 12.89% |
| | Fiscal Audit | \$44,490.00 | \$0.00 | \$44,490.00 | 0.00% |
| 2.1 | <u>Regional Transportation Plan</u> | | | | |
| | NCTC Staff | \$103,506.80 | \$13,838.04 | \$89,668.76 | 13.37% |
| | Indirect | \$21,054.25 | \$2,604.90 | \$18,449.35 | 12.37% |
| | Traffic Engineering | \$25,000.00 | \$0.00 | \$25,000.00 | 0.00% |
| | Local Agency | \$30,000.00 | \$0.00 | \$30,000.00 | 0.00% |
| | Traffic Counts | \$10,000.00 | \$0.00 | \$10,000.00 | 0.00% |
| 2.1.2 | <u>RTP Implementation VMT Thresholds</u> | | | | |
| | NCTC Staff | \$3,478.49 | \$269.31 | \$3,209.18 | 7.74% |
| | Consultant | \$15,723.33 | \$0.00 | \$15,723.33 | 0.00% |
| 2.1.5 | <u>Regional Traffic Model Update</u> | | | | |
| | NCTC Staff | \$7,402.78 | \$1,652.39 | \$5,750.39 | 22.32% |
| | Consultant | \$8,717.52 | \$1,225.15 | \$7,492.37 | 14.05% |
| 2.2 | <u>Transportation Improvement Program</u> | | | | |
| | NCTC Staff | \$57,406.15 | \$7,970.19 | \$49,435.96 | 13.88% |
| | Indirect | \$11,515.14 | \$1,390.35 | \$10,124.79 | 12.07% |
| 2.2.2 | <u>GV SR 174-20 Intersection Analysis</u> | | | | |
| | NCTC Staff | \$2,578.32 | \$0.00 | \$2,578.32 | 0.00% |
| | Consultant | \$8,616.87 | \$0.00 | \$8,616.87 | 0.00% |
| 2.2.3 | <u>Nevada City SR 49 Multimodal Corridor Plan</u> | | | | |
| | NCTC Staff | \$2,577.48 | \$120.20 | \$2,457.28 | 4.66% |
| | Consultant | \$25,758.83 | \$17,120.63 | \$8,638.20 | 66.47% |
| 2.3 | <u>Transit & Paratransit Programs</u> | | | | |
| | NCTC Staff | \$49,786.19 | \$6,538.08 | \$43,248.11 | 13.13% |
| | Indirect | \$13,675.40 | \$1,626.50 | \$12,048.90 | 11.89% |
| 2.3.1 | <u>Western Nevada County Transit Development Plan</u> | | | | |
| | NCTC Staff | \$13,044.53 | \$1,503.63 | \$11,540.90 | 11.53% |
| | Consultant | \$57,474.26 | \$4,307.34 | \$53,166.92 | 7.49% |
| 2.3.2 | <u>NevCo Coordinated Public Transit-Human Services Plan Update</u> | | | | |
| | NCTC Staff | \$11,467.95 | \$1,742.61 | \$9,725.34 | 15.20% |
| | Consultant | \$36,436.32 | \$2,814.57 | \$33,621.75 | 7.72% |
| 2.4 | <u>Coordination of Regional Planning</u> | | | | |
| | NCTC Staff | \$58,286.77 | \$9,041.42 | \$49,245.35 | 15.51% |
| | Indirect | \$17,957.73 | \$1,805.77 | \$16,151.96 | 10.06% |
| | Rural Counties Task Force | \$2,000.00 | \$1,000.00 | \$1,000.00 | 50.00% |
| 2.4.2 | <u>Airport Land Use Commission Planning & Reviews</u> | | | | |
| | NCTC Staff | \$9,277.84 | \$1,008.14 | \$8,269.70 | 10.87% |
| | ALUC Reviews | \$15,000.00 | \$0.00 | \$15,000.00 | 0.00% |
| 2.4.3 | <u>READY Nevada County</u> | | | | |
| | NCTC Staff | \$30,000.00 | \$1,204.27 | \$28,795.73 | 4.01% |
| | Consultant | \$125,156.00 | \$0.00 | \$125,156.00 | 0.00% |
| | Contingency | \$94,848.70 | \$0.00 | \$94,848.70 | 0.00% |
| | TOTAL ALL WORK ELEMENTS | \$1,354,016.84 | \$135,558.18 | \$1,218,458.66 | 10.01% |

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

**Nevada County Transportation Commission
Monthly Financial Report FY 2020/21**

AUGUST

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

| | |
|-----------------------|----------------|
| Cash Balance 08/01/20 | \$1,157,336.52 |
| Additions | \$21,961.11 |
| Deductions | \$2,002.19 |
| Cash Balance 08/31/20 | \$1,177,295.44 |

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2020/21**

| JURISDICTION | COLLECTED/EXPENDED 2000/01 - 2019/20 | COLLECTED/EXPENDED 2020/21 | TOTAL COLLECTED/EXPENDED |
|---------------|---|-------------------------------|-----------------------------|
| Grass Valley | \$2,261,616.18 | \$0.00 | \$2,261,616.18 |
| Nevada City | \$147,606.11 | \$0.00 | \$147,606.11 |
| Nevada County | \$4,531,372.80 | \$0.00 | \$4,531,372.80 |
| Total | \$6,940,595.09 | \$0.00 | \$6,940,595.09 |
| Interest | \$196,640.32 | \$0.00 | \$196,640.32 |
| Expenditures | \$5,959,939.98 | \$0.00 | \$5,959,939.98 |
| TOTAL | \$1,177,295.44 | \$0.00 | \$1,177,295.44 |

RTMF ALLOCATIONS

| DATE/RESO | PROJECT | ORIGINAL ALLOCATION | PRIOR YEARS EXPENDITURES | REMAINING ALLOCATION AS OF 7/1/20 | EXPENDED YTD Accrual Basis | 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 | \$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 2020/21
 AUGUST**

STATE TRANSIT ASSISTANCE FUND (6357)

| | |
|-----------------------------------|---------------------------|
| Cash Balance 08/01/20 | \$2,196,941.97 |
| Additions | \$221,157.00 |
| Deductions | <u>\$0.00</u> |
| Cash Balance 08/31/20 | \$2,418,098.97 |
| <u>Budget and Allocations</u> | |
| Fund Balance 6/30/20 | \$2,214,761.30 |
| Estimated STA Revenue | \$909,964.00 |
| AMOUNT TO BE ALLOCATED | \$3,124,725.30 |
| Total Approved Allocations | <u>\$1,453,712.00</u> |
| BALANCE Available for Allocation | \$1,671,013.30 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|------------------|--|----------------|-------------------------------|----------------|
| 7/15/20 20-28 | Nevada County Transit/Paratransit Services | \$1,000,005.00 | \$0.00 | \$1,000,005.00 |
| 7/15/20 20-31 | Truckee Transit/Paratransit Services | \$453,707.00 | \$0.00 | \$453,707.00 |
| | TOTAL | \$1,453,712.00 | \$0.00 | \$1,453,712.00 |

**Nevada County Transportation Commission
Monthly Financial Report FY 2020/21**

AUGUST

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

| | |
|--------------------------------------|-----------------------|
| Cash Balance 08/01/20 | \$2,218,388.80 |
| Additions | \$0.00 |
| Deductions | <u>\$3,627.50</u> |
| Cash Balance 08/31/20 | \$2,214,761.30 |
| <u>Budget and Allocations</u> | |
| Fund Balance 6/30/20 | \$2,214,761.30 |
| Estimated RSTP Revenue | <u>\$0.00</u> |
| AMOUNT TO BE ALLOCATED | \$2,214,761.30 |
| Total Amount of Approved Allocations | <u>\$1,277,675.50</u> |
| BALANCE Available for Allocation | <u>\$937,085.80</u> |

| DATE/RESO | PROJECT | ORIGINAL ALLOCATION | PRIOR YEARS EXPENDITURES | REMAINING ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|--|-----------------------|--------------------------|-----------------------|-------------------------------|-----------------------|
| 7/15/20 20-33 | GV 2019/20 Annual Street Rehab | \$240,000.00 | \$0.00 | \$240,000.00 | \$0.00 | \$240,000.00 |
| 7/15/20 20-33 | GV 2020/21 Annual Street Rehab | \$150,000.00 | \$0.00 | \$150,000.00 | \$0.00 | \$150,000.00 |
| 7/15/20 20-34 | Nev City Boulder Street Improvements | \$86,000.00 | \$0.00 | \$86,000.00 | \$0.00 | \$86,000.00 |
| 5/15/19 19-11 | Nev Co 2019/20 Shoulder Improvements Donner Pass Road | \$160,000.00 | \$3,627.50 | \$156,372.50 | \$0.00 | \$156,372.50 |
| 7/15/20 20-32 | Nev Co 2020/21 General Maintenance | \$645,303.00 | \$0.00 | \$645,303.00 | \$0.00 | \$645,303.00 |
| | TOTAL | \$1,281,303.00 | \$3,627.50 | \$1,277,675.50 | \$0.00 | \$1,277,675.50 |

**Nevada County Transportation Commission
Monthly Financial Report FY 2020/21**

SEPTEMBER

TOWN OF TRUCKEE (5805) LTF

16.54%

| | |
|--|-------------------------|
| Cash Balance 09/01/20 | \$846,314.98 |
| Additions | \$49,715.32 |
| Deductions | <u>\$127,323.50</u> |
| Cash Balance 09/30/20 | \$768,706.80 |
| <u>Budget and Allocations</u> | |
| Fund Balance 6/30/20 | \$846,314.98 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$509,294.00</u> |
| AMOUNT TO BE ALLOCATED | \$1,355,608.98 |
| Total Amount of Approved Allocations | <u>\$509,294.00</u> |
| BALANCE Available for Allocation | \$846,314.98 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|-----------------------------------|--------------|-------------------------------|--------------|
| 7/15/20 20-31 | Transit/Paratransit Operations | \$509,294.00 | \$127,323.50 | \$381,970.50 |

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21
SEPTEMBER

PEDESTRIAN AND BIKE (5806) LTF

2.00%

| | |
|-----------------------|--------------------|
| Cash Balance 09/01/20 | \$197,692.16 |
| Additions | \$6,863.89 |
| Deductions | <u>\$34,000.00</u> |
| Cash Balance 09/30/20 | \$170,556.05 |

Budget and Allocations

| | |
|--|--------------------|
| Fund Balance 6/30/20 | \$197,692.16 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$66,148.00</u> |
| AMOUNT TO BE ALLOCATED | \$263,840.16 |

| | |
|--------------------------------------|--------------------|
| Total Amount of Approved Allocations | <u>\$34,000.00</u> |
| BALANCE Available for Allocation | \$229,840.16 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|----------------------------|-------------|-------------------------------|---------|
| 7/15/20 20-30 | Nevada City Boulder Street | \$34,000.00 | \$34,000.00 | \$0.00 |

**Nevada County Transportation Commission
 Monthly Financial Report FY 2020/21
 SEPTEMBER**

NEVADA COUNTY (5807) LTF
 67.15%

| | |
|--|---------------------------|
| Cash Balance 09/01/20 | \$2,317,203.01 |
| Additions | \$198,348.49 |
| Deductions | <u>\$0.00</u> |
| Cash Balance 09/30/20 | \$2,515,551.50 |
| <u>Budget and Allocations</u> | |
| Fund Balance 6/30/20 | \$2,834,099.51 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$2,067,586.00</u> |
| AMOUNT TO BE ALLOCATED | \$4,901,685.51 |
| Total Amount of Approved Allocations | <u>\$2,067,586.00</u> |
| BALANCE Available for Allocation | \$2,834,099.51 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|-----------------------------------|----------------|-------------------------------|----------------|
| 7/15/20 20-28 | Transit/Paratransit Operations | \$2,067,586.00 | \$516,896.50 | \$1,550,689.50 |

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21
SEPTEMBER

GRASS VALLEY (5808) LTF

13.11%

| | |
|-----------------------|--------------------|
| Cash Balance 09/01/20 | \$10,923.38 |
| Additions | \$35,906.90 |
| Deductions | <u>\$46,830.28</u> |
| Cash Balance 09/30/20 | \$0.00 |

Budget and Allocations

| | |
|--|---------------------|
| Fund Balance 6/30/20 | \$10,923.38 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$403,751.00</u> |
| AMOUNT TO BE ALLOCATED | \$414,674.38 |

| | |
|--------------------------------------|---------------------|
| Total Amount of Approved Allocations | <u>\$403,751.00</u> |
| BALANCE Available for Allocation | \$10,923.38 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|------------------|-----------------------------------|--------------|-------------------------------|--------------|
| 7/15/20 20-29 | Transit/Paratransit Operations | \$403,751.00 | \$46,830.28 | \$356,920.72 |

**Nevada County Transportation Commission
 Monthly Financial Report FY 2020/21
 SEPTEMBER**

NEVADA CITY (5809) LTF

3.20%

| | |
|-----------------------|--------------------|
| Cash Balance 09/01/20 | \$2,671.23 |
| Additions | \$8,763.91 |
| Deductions | <u>\$11,435.14</u> |
| Cash Balance 09/30/20 | \$0.00 |

Budget and Allocations

| | |
|--|--------------------|
| Fund Balance 6/30/20 | \$2,671.23 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$98,545.00</u> |
| AMOUNT TO BE ALLOCATED | \$101,216.23 |

| | |
|--------------------------------------|--------------------|
| Total Amount of Approved Allocations | <u>\$98,545.00</u> |
| BALANCE Available for Allocation | \$2,671.23 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|-----------------------------------|-------------|-------------------------------|-------------|
| 7/15/20 20-30 | Transit/Paratransit Operations | \$98,545.00 | \$11,435.14 | \$87,109.86 |

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21
SEPTEMBER

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

| | |
|-----------------------|--------------------|
| Cash Balance 09/01/20 | \$123,641.59 |
| Additions | \$14,983.54 |
| Deductions | <u>\$39,394.25</u> |
| Cash Balance 09/30/20 | \$99,230.88 |

Budget and Allocations

| | |
|--|---------------------|
| Fund Balance 6/30/20 | \$123,641.59 |
| Revenue Revised Findings Auditor-Controller Reso 20-21 5/20/2020 | <u>\$162,062.00</u> |
| AMOUNT TO BE ALLOCATED | \$285,703.59 |
| | |
| Total Amount of Approved Allocations | <u>\$157,577.00</u> |
| BALANCE Available for Allocation | \$128,126.59 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|---|---------------------|-------------------------------|---------------------|
| 7/15/20 20-28 | Nevada County Paratransit Operations | \$130,772.00 | \$32,693.00 | \$98,079.00 |
| 7/15/20 20-31 | Truckee Paratransit Operations | \$26,805.00 | \$6,701.25 | \$20,103.75 |
| | TOTAL | \$157,577.00 | \$39,394.25 | \$118,182.75 |

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21
SEPTEMBER

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

| | |
|------------------------------|--------------------|
| Cash Balance 09/01/20 | \$68,459.87 |
| Additions | \$486.78 |
| Deductions | <u>\$0.00</u> |
| Cash Balance 09/30/20 | \$68,946.65 |
| Amount Approved for Projects | \$54,184.12 |
| Interest Accrued* | <u>\$14,275.75</u> |
| Total Available | \$68,459.87 |

| DATE/RESO | PROJECT | AMOUNT AVAILABLE FOR THE PROJECT | TTD ACTIVITY Accrual | BALANCE |
|---------------|--------------------|----------------------------------|----------------------|-------------|
| 9/18/13 13-32 | NextBus Technology | \$149,390.30 | \$95,206.18 | \$54,184.12 |

*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 2020/21

SEPTEMBER

NCTC Administration & Planning (6327)

| | |
|-----------------------|--------------------|
| Cash Balance 09/01/20 | \$236,479.19 |
| Additions | \$86,610.24 |
| Deductions | <u>\$67,827.74</u> |
| Cash Balance 09/30/20 | \$255,261.69 |

BUDGET: Estimated Revenue & Allocations

| | |
|---|-----------------------|
| Fund Balance 6/30/20 | \$134,972.33 |
| Estimated Revenue | <u>\$1,354,016.84</u> |
| AVAILABLE FOR ALLOCATION | \$1,488,989.17 |
| Total of Approved Allocations | <u>\$1,354,016.84</u> |
| BALANCE AVAILABLE FOR ALLOCATION | \$134,972.33 |

| W.E. | DESCRIPTION | Allocation | YTD Activity Accrual Basis | Balance | % Expended |
|--------------|---|-----------------------|-------------------------------|-----------------------|---------------|
| 1.1 | <u>General Services</u> | | | | |
| | NCTC Staff | \$177,543.10 | \$37,522.98 | \$140,020.12 | 21.13% |
| | Indirect | \$32,678.55 | \$7,010.78 | \$25,667.77 | 21.45% |
| | Consultant Human Resources | \$5,000.00 | \$0.00 | \$5,000.00 | 0.00% |
| 1.2 | <u>TDA Admin.</u> | | | | |
| | NCTC Staff | \$191,339.61 | \$37,960.08 | \$153,379.53 | 19.84% |
| | Indirect | \$35,217.93 | \$6,953.97 | \$28,263.96 | 19.75% |
| | Fiscal Audit | \$44,490.00 | \$0.00 | \$44,490.00 | 0.00% |
| 2.1 | <u>Regional Transportation Plan</u> | | | | |
| | NCTC Staff | \$103,506.80 | \$21,703.51 | \$81,803.29 | 20.97% |
| | Indirect | \$21,054.25 | \$3,974.44 | \$17,079.81 | 18.88% |
| | Traffic Engineering | \$25,000.00 | \$0.00 | \$25,000.00 | 0.00% |
| | Local Agency | \$30,000.00 | \$0.00 | \$30,000.00 | 0.00% |
| | Traffic Counts | \$10,000.00 | \$0.00 | \$10,000.00 | 0.00% |
| 2.1.2 | <u>RTP Implementation VMT Thresholds</u> | | | | |
| | NCTC Staff | \$3,478.49 | \$641.88 | \$2,836.61 | 18.45% |
| | Consultant | \$15,723.33 | \$2,975.06 | \$12,748.27 | 18.92% |
| 2.1.5 | <u>Regional Traffic Model Update</u> | | | | |
| | NCTC Staff | \$7,402.78 | \$2,409.17 | \$4,993.61 | 32.54% |
| | Consultant | \$8,717.52 | \$1,225.15 | \$7,492.37 | 14.05% |
| 2.2 | <u>Transportation Improvement Program</u> | | | | |
| | NCTC Staff | \$57,406.15 | \$12,590.77 | \$44,815.38 | 21.93% |
| | Indirect | \$11,515.14 | \$2,224.52 | \$9,290.62 | 19.32% |
| 2.2.2 | <u>GV SR 174-20 Intersection Analysis</u> | | | | |
| | NCTC Staff | \$2,578.32 | \$491.27 | \$2,087.05 | 19.05% |
| | Consultant | \$8,616.87 | \$0.00 | \$8,616.87 | 0.00% |
| 2.2.3 | <u>Nevada City SR 49 Multimodal Corridor Plan</u> | | | | |
| | NCTC Staff | \$2,577.48 | \$614.09 | \$1,963.39 | 23.83% |
| | Consultant | \$25,758.83 | \$17,120.63 | \$8,638.20 | 66.47% |
| 2.3 | <u>Transit & Paratransit Programs</u> | | | | |
| | NCTC Staff | \$49,786.19 | \$10,402.90 | \$39,383.29 | 20.90% |
| | Indirect | \$13,675.40 | \$2,515.30 | \$11,160.10 | 18.39% |
| 2.3.1 | <u>Western Nevada County Transit Development Plan</u> | | | | |
| | NCTC Staff | \$13,044.53 | \$2,819.69 | \$10,224.84 | 21.62% |
| | Consultant | \$57,474.26 | \$6,431.76 | \$51,042.50 | 11.19% |
| 2.3.2 | <u>NevCo Coordinated Public Transit-Human Services Plan Update</u> | | | | |
| | NCTC Staff | \$11,467.95 | \$2,665.60 | \$8,802.35 | 23.24% |
| | Consultant | \$36,436.32 | \$3,496.15 | \$32,940.17 | 9.60% |
| 2.4 | <u>Coordination of Regional Planning</u> | | | | |
| | NCTC Staff | \$58,286.77 | \$12,753.30 | \$45,533.47 | 21.88% |
| | Indirect | \$17,957.73 | \$2,579.16 | \$15,378.57 | 14.36% |
| | Rural Counties Task Force | \$2,000.00 | \$1,000.00 | \$1,000.00 | 50.00% |
| 2.4.2 | <u>Airport Land Use Commission Planning & Reviews</u> | | | | |
| | NCTC Staff | \$9,277.84 | \$1,182.34 | \$8,095.50 | 12.74% |
| | ALUC Reviews | \$15,000.00 | \$0.00 | \$15,000.00 | 0.00% |
| 2.4.3 | <u>READY Nevada County</u> | | | | |
| | NCTC Staff | \$30,000.00 | \$2,301.41 | \$27,698.59 | 7.67% |
| | Consultant | \$125,156.00 | \$0.00 | \$125,156.00 | 0.00% |
| | Contingency | \$94,848.70 | \$0.00 | \$94,848.70 | 0.00% |
| | TOTAL ALL WORK ELEMENTS | \$1,354,016.84 | \$203,565.91 | \$1,150,450.93 | 15.03% |

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

**Nevada County Transportation Commission
Monthly Financial Report FY 2020/21**

SEPTEMBER

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

| | |
|-----------------------|----------------|
| Cash Balance 09/01/20 | \$1,177,295.44 |
| Additions | \$7,334.96 |
| Deductions | \$0.00 |
| Cash Balance 09/30/20 | \$1,184,630.40 |

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2020/21**

| JURISDICTION | COLLECTED/EXPENDED 2000/01 - 2019/20 | COLLECTED/EXPENDED 2020/21 | TOTAL COLLECTED/EXPENDED |
|---------------|---|-------------------------------|-----------------------------|
| Grass Valley | \$2,261,616.18 | \$0.00 | \$2,261,616.18 |
| Nevada City | \$147,606.11 | \$0.00 | \$147,606.11 |
| Nevada County | \$4,531,372.80 | \$0.00 | \$4,531,372.80 |
| Total | \$6,940,595.09 | \$0.00 | \$6,940,595.09 |
| Interest | \$196,640.32 | \$7,334.96 | \$203,975.28 |
| Expenditures | \$5,959,939.98 | \$0.00 | \$5,959,939.98 |
| TOTAL | \$1,177,295.44 | \$7,334.96 | \$1,184,630.40 |

RTMF ALLOCATIONS

| DATE/RESO | PROJECT | ORIGINAL ALLOCATION | PRIOR YEARS EXPENDITURES | REMAINING ALLOCATION AS OF 7/1/20 | EXPENDED YTD Accrual Basis | 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 | \$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 2020/21
SEPTEMBER

STATE TRANSIT ASSISTANCE FUND (6357)

| | |
|-----------------------------------|---------------------------|
| Cash Balance 09/01/20 | \$2,418,098.97 |
| Additions | \$14,572.91 |
| Deductions | <u>\$0.00</u> |
| Cash Balance 09/30/20 | \$2,432,671.88 |
| <u>Budget and Allocations</u> | |
| Fund Balance 6/30/20 | \$2,214,761.30 |
| Estimated STA Revenue | \$909,964.00 |
| AMOUNT TO BE ALLOCATED | \$3,124,725.30 |
| Total Approved Allocations | <u>\$1,453,712.00</u> |
| BALANCE Available for Allocation | \$1,671,013.30 |

| DATE/RESO | PROJECT | ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|------------------|--|----------------|-------------------------------|----------------|
| 7/15/20 20-28 | Nevada County Transit/Paratransit Services | \$1,000,005.00 | \$0.00 | \$1,000,005.00 |
| 7/15/20 20-31 | Truckee Transit/Paratransit Services | \$453,707.00 | \$0.00 | \$453,707.00 |
| | TOTAL | \$1,453,712.00 | \$0.00 | \$1,453,712.00 |

**Nevada County Transportation Commission
Monthly Financial Report FY 2020/21**

SEPTEMBER

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

| | |
|--------------------------------------|-----------------------|
| Cash Balance 09/01/20 | \$2,214,761.30 |
| Additions | \$14,159.49 |
| Deductions | <u>\$86,000.00</u> |
| Cash Balance 09/30/20 | \$2,142,920.79 |
| <u>Budget and Allocations</u> | |
| Fund Balance 6/30/20 | \$2,214,761.30 |
| Estimated RSTP Revenue | <u>\$0.00</u> |
| AMOUNT TO BE ALLOCATED | \$2,214,761.30 |
| Total Amount of Approved Allocations | <u>\$1,277,675.50</u> |
| BALANCE Available for Allocation | <u>\$937,085.80</u> |

| DATE/RESO | PROJECT | ORIGINAL ALLOCATION | PRIOR YEARS EXPENDITURES | REMAINING ALLOCATION | YTD ACTIVITY Accrual Basis | BALANCE |
|---------------|--|-----------------------|--------------------------|-----------------------|-------------------------------|-----------------------|
| 7/15/20 20-33 | GV 2019/20 Annual Street Rehab | \$240,000.00 | \$0.00 | \$240,000.00 | \$0.00 | \$240,000.00 |
| 7/15/20 20-33 | GV 2020/21 Annual Street Rehab | \$150,000.00 | \$0.00 | \$150,000.00 | \$0.00 | \$150,000.00 |
| 7/15/20 20-34 | Nev City Boulder Street Improvements | \$86,000.00 | \$0.00 | \$86,000.00 | \$86,000.00 | \$0.00 |
| 5/15/19 19-11 | Nev Co 2019/20 Shoulder Improvements Donner Pass Road | \$160,000.00 | \$3,627.50 | \$156,372.50 | \$0.00 | \$156,372.50 |
| 7/15/20 20-32 | Nev Co 2020/21 General Maintenance | \$645,303.00 | \$0.00 | \$645,303.00 | \$0.00 | \$645,303.00 |
| | TOTAL | \$1,281,303.00 | \$3,627.50 | \$1,277,675.50 | \$86,000.00 | \$1,191,675.50 |

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 October 7, 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, October 7, 2020. The meeting was held via Zoom. Notice of the meeting was posted 72 hours in advance. The meeting was scheduled for 9:00 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 9:00 a.m.

Pledge of Allegiance
 Roll Call

PUBLIC COMMENT: There was no public comment.

CLOSED SESSION

1. Public Employee Performance Evaluation pursuant to Government Code Section 54957
 Title: Executive Director.
2. Public Employment pursuant to Government Code Section 54957
 Title: Executive Director

Executive Director Daniel Landon officially tendered his resignation from Nevada County Transportation Commission, effective January 22, 2021. An Ad Hoc Committee made up of Commissioner Arbuckle, Commissioner Guerra, and Commissioner Scofield was formed and will look at the options available to our Commission on filling the Executive Director position. The committee will present a recommendation on how to proceed at the next scheduled NCTC meeting.

CONSENT ITEMS

1. Financial Reports
June and July 2020
2. NCTC Minutes
July 15, 2020 NCTC Meeting Minutes
3. Nevada County Transportation Commission Title VI Program Renewal
Resolution 20-38
4. Appointments to the Social Services Transportation Advisory Council (SSTAC)
Approve appointments to the SSTAC.
5. FY 2020-21 State Transit Assistance (STA) Allocation Revised Estimate
Adopt the revised table as a basis for allocation for the STA Fund for FY 2020/21.
6. State of Good Repair Project for FY 2020/21: See staff report.
Resolution 20-39

ACTION: Approved Consent Items by roll call vote
MOTION: Arbuckle / **SECOND:** Dee
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield
NOES: None
ABSENT: Strawser
ABSTAIN: None

ACTION ITEMS

7. Accept the State Route 174/20 Intersection Analysis as Complete
Resolution 20-40

Executive Director Landon commented that the consulting firm GHD Inc. did an excellent job in designing a proposed improvement of the study area, and completed their analysis by preparing an application for Active Transportation Plan funding. We will know in the next couple of months whether the grant will be awarded to fund the project, but all in all the project was done very well.

Commissioner Arbuckle thanked staff and the consultant and said the City of Grass Valley is excited to be able to fix the Devil's Triangle area.

ACTION: Adopted Resolution 20-40 by roll call vote
MOTION: Arbuckle / SECOND: Scofield
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield
NOES: None
ABSENT: Strawser
ABSTAIN: None

8. Accept the Nevada City State Route 49 Multimodal Corridor Plan as Complete
Resolution 20-41

Executive Director Landon commented the consultant firm GHD Inc. worked with staff and with Caltrans and Federal Highways on the segment of Highway 49 from the SR 49/20 intersection at Uren Street, over to just past the Rood Center, developing a planning concept that included roundabouts and other pedestrian related improvements along that corridor. This project was also submitted in an application for Active Transportation Program funding. We will know later this fall as to the success or failure of that application.

ACTION: Adopted Resolution 20-41 by roll call vote
MOTION: Scofield / SECOND: Arbuckle
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield
NOES: None
ABSENT: Strawser
ABSTAIN: None

**At this point, Commissioner Strawser joined the meeting.*

9. Accept SB 743 Vehicle Miles Traveled Implementation Project as Complete
Resolution 20-42
Presentation by Rod Brown with Fehr & Peers.

Deputy Executive Director Mike Woodman commented that the consultant firm Fehr & Peers has completed the Senate Bill 743, Vehicle Miles Traveled Methodology and Threshold Recommendation Study. This was a study that staff funded to assist the local jurisdictions in implementing the requirements of Senate Bill 743. In addition to the recommendations, Fehr & Peers developed a screening tool to assist the local jurisdictions going forward in implementing Senate Bill 743. Fehr & Peers Transportation Planner Rod Brown gave a presentation on the highlights of the study and the planning effort.

Rod Brown's presentation slides and presentation transcript can be viewed here:

<https://www.nctc.ca.gov/Projects/SB-743-VMT/index.html>

ACTION: Adopted Resolution 20-42 by roll call vote
MOTION: Dee / SECOND: Guerra
AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield, Strawser
NOES: None
ABSENT: None
ABSTAIN: None

**At this point, Commissioner Arbuckle and Commissioner Dee left the meeting.*

10. Accept the NCTC/ Grass Valley Travel Demand Forecasting Model as Complete Resolution 20-43
Presentation by Vamsee Modugula with TJKM.

Executive Director Landon commented that one of the key tools staff uses is the Travel Demand Model. Staff retained the firm TJKM with Vamsee Modugula as the project manager to update the model and bring it to current levels, and to extend the forecasting year out into the future. Vamsee Modugula gave an overview of the work that was done on the Travel Demand Forecasting Model.

Vamsee Modugula's presentation slides and presentation transcript can be viewed here:

<https://www.nctc.ca.gov/Traffic-Analysis-Data/Regional-Traffic-Model/index.html>

ACTION: Adopted Resolution 20-43 by roll call vote
MOTION: Guerra / SECOND: Scofield
AYES: Burton, Guerra, Hoek, Scofield, Strawser
NOES: None
ABSENT: Arbuckle, Dee
ABSTAIN: None

11. Amendment 1 to the FY 2020/21 Overall Work Program Resolution 20-44

Executive Director Landon commented that each year staff makes adjustments to the budget based on the carry-over balances from the previous year. This year staff made adjustments based on the impacts of the pandemic, including telework expenses such as offsetting costs of internet and cellphone service. Inclusive of these changes, staff has been able to balance the budget and keep things moving forward.

ACTION: Adopted Resolution 20-44 by roll call vote
MOTION: Guerra / SECOND: Scofield
AYES: Burton, Guerra, Hoek, Scofield, Strawser
NOES: None
ABSENT: Arbuckle, Dee
ABSTAIN: None

INFORMATIONAL ITEMS

12. Correspondence
- A. Amarjeet S. Benipal, Department of Transportation District 3 Director, State Route 49 Safety Assessment Team and Stakeholders, File 1200.4.0.1, 7/13/2020.
- B. Betty T. Yee, California State Controller, Fiscal Year 2019-20 State of Good Repair Program Fourth Allocation, File 370.2.1, 8/24/2020.

- C. Betty T. Yee, California State Controller, Fiscal Year 2019-20 Fourth Quarter State Transit Assistance Allocation, File 1370.0, 8/24/2020.
- D. Mike Woodman, Chair, North State Super Region, Comments on the Draft Investment Strategies – Implementation of Executive Order N 19 19, File 1030.2.4.5, 8/12/20.

Executive Director Landon commented that Caltrans has updated the SR 49 Safety Assessment Report. There will be information coming out for the public in the near future, including videos explaining the project and what the impacts of it are, specifically the new safety projects identified for Highway 49. The public will have an opportunity to understand what those projects are and how soon they might be coming to fruition. The Safety Assessment Report is available to view on the NCTC website: <https://www.nctc.ca.gov/Projects/SR-49-Safety-Assessment-Report/index.html> to see the projections and potential projects.

Mr. Landon noted that Correspondence Item D is a letter from Mike Woodman, Chair of the North State Super Region, that outlines specific strategies and impacts from the recent executive order N 19 19, concerning transportation. He encouraged review of that letter and the work that Mr. Woodman is doing on behalf of not only NCTC, but the other 16 Northern counties in the State of California. View the North State Super Region letter on our website: <https://www.nctc.ca.gov/News/index.html>

13. Executive Director's Report

- READY Nevada County

Executive Director Landon commented that staff is moving forward with what they are calling READY Nevada County. The project is parallel with the work the Office of Emergency Services is doing, and seeks to identify the deficiencies and weaknesses in our transportation system related to such things as climate change and wildfire, and develop ways to improve our infrastructure and plan for those future events. Staff will interview consultants and will present a recommendation for the consultant on this project at the next Commission meeting. This project is being funded with a state grant that was applied for and received. Staff is working with Jenn Tamo, Office of Emergency Services, and Terry McMahan, County Fire Marshall.

14. Project Status Report

A. Caltrans Project Report

Sam Vandell, Caltrans District 3 Project Manager for Nevada County, presented his report. He said Caltrans staff is working on presenting the content of the SR 49 Safety Assessment Report to the public.

Caltrans staff added a capital maintenance project for drainage and pavement rehabilitation from Rim Rock Road, just east of Nevada City up to the I-80/SR 20 junction, finishing design in May 2024 and construction in December of 2025.

The slope stabilization east of Truckee down by Floriston and Farad is having some anticipated impacts to traffic. There will be some potential rock blasting and rolling lane closures this week, from Hirschdale going to the east, and the Nevada State line coming from the west. These slope stabilizations

were from a couple years back when a harsh winter with a lot of rain caused many slope failures.

The Highway 174 relinquishment at Highway 20 is proceeding, and the environmental document is complete. Then Caltrans staff will start a relinquishment agreement with Grass Valley, and submit to the CTC for approval. They are hoping to have that done by early spring of 2021.

Mr. Vandell gave an update on the Highway 174 Safety Improvement project. Caltrans is proceeding with the stage one work, and the trees have been cleared. There was a concern with debris piling up and the contractor not getting it removed in a timely fashion. Part of that was due to the smoke and the ability of the crews to perform work in those conditions. That has been completed now and they are working on drainage items and widening of some of the roads, and also doing utility relocation work. The engineer has been working with property owners along the route. He has not heard anything negative about what's going on. He said the crew will be proceeding with as much work as they can get done this year and then finish it up next year.

Mr. Vandell gave a report on the Omega Curves project on Highway 20. This project was initially three projects combined into one safety project, one in the White Cloud area, one in the Low Hill area, and an operational project in the Low Hill area. The main purpose is to reduce collisions and improve sight distance. Caltrans will be realigning some of the worst curves and adding an eight-foot shoulder and a wildlife processing area to help reduce the number of wildlife impacts or collisions with vehicles. The environmental documents are completed, it was a routine environmental assessment for NEPA and then an initial study with a mitigated negative declaration. Design will be completed early next spring with advertisement to contractors in June, and begin construction in the late summer, early fall of 2021 with construction to be completed in December of 2025.

The special operations project will provide an eastbound left turn lane at Conservation Road and an eastbound left turn lane at Washington Road. There was a westbound turnout scheduled at post mile 28.1 that was removed after feedback from concerned residents, along with the Nevada County supervisor, Richard Anderson. It was determined that the turnout will be removed from the project due to the location and residents' concerns with the safety and the proximity to driveways and access to Highway 20. Caltrans may add another westbound turnout in a future project after more vetting can be done for a more suitable location.

Chair Burton asked if there was any discussion about adding a left turn lane near what is referred to as Five Mile House. He said this entire corridor is a recreation hub, especially on weekends. A lot of traffic comes up from out of the area to mountain bike, and the majority of the traffic parks at Five Mile House on the right-hand side heading eastbound. There is a parking area at Harmony Ridge Market on the left-hand side that mountain bikers use. There is also a right-hand turn onto Scott's Flat Road. The confluence of all three of those things makes it a dangerous location on a Saturday morning between 6:00 a.m. and noon to turn left, across traffic. Fortunately, the traffic is not terrible coming westbound at that time. But as the day continues, traffic does pick up. There are a lot of vehicles crossing lanes to go in both directions.

Commissioner Strawser said there are less than eight usable spots on the left in front of the market going eastbound. They are not supposed to park in the parking area of the store itself. Now that the restaurant has reopened across the street, parking is very limited. People crossing back and forth to get to their cars and bikes is an issue, as traffic comes through there typically at full speed. The next parking area is midway between the market and Conservation Camp Road, but big horse trailers can take up two thirds of that dirt area. It would need to be paved at some point to make it usable, especially during

the winter, when it gets completely covered in mud. He said they would appreciate any improvement that Caltrans makes.

Mr. Vandell said they do not have the funding to add anything at this point onto this project, not to mention the environmental studies that it would require and potential right-of-way impacts. Most of those projects are U.S. Forest Service property, and they are coordinating with them and obtaining those rights to the areas for the realignment. He said he can alert their operations and safety units and have them review this area, and maybe do some counts and studies.

Mr. Vandell said Caltrans met with Trisha from Nevada County and CHP about some accidents and collisions with pedestrians in the San Juan area, and they have completed a video assessment. They will do a visual inspection of the signs, what type of signs, and the visibility of the signs. They will provide information and any safety mitigation that can help with the San Juan area.

Mr. Vandell said the access to parking directly off of Highway 20 is pretty restricted. The U.S. Forest Service potential of expanding a parking area would be a great asset. COVID certainly impacted this, as people accessing it has increased, but also getting projects done really slowed down. He will alert traffic safety and operations to this area to see what they can do.

Commissioner Strawser commented that Highway 20 is listed as a scenic corridor, so many out of towners use it, not realizing there is no shoulder. Anything that can be done to widen the road to add shouldering is always welcome, they always encourage it when a job is being done.

Mr. Vandell commented even through the left turn lane additions, they are widening the eight-foot shoulders in the White Cloud and Low Hill areas. He said it is definitely a valuable asset for safety on all modes of vehicles going through the area.

Chair Burton asked if Caltrans can highlight that particular location as a problem area for future consideration. The Pioneer Trail runs from Nevada City all the way to Highway 80, and it is a high traffic recreation area. Anything that can be done to slow down traffic and create turnout opportunities will improve safety and usability.

Mr. Vandell said they have been working with the U.S. Forest Service and actually rerouting some of these trails because of the realignment of the roadway itself. There is a significant number of trails through the section and with the increased numbers of people wanting to use them, it is absolutely an impact. He said the next time they meet with the Forest Service they will see if they can find out any additional information.

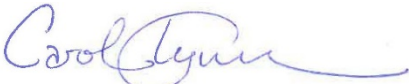
Commissioner Strawser said one of the more popular loops, as riders leave Nevada City, they go Willow Valley, get on Pioneer Trail, go eastbound all the way up, and when they hit Skillman, they have to go back a half mile or a mile on Highway 20 to get to the turnoff to the town of Washington. He said it is scary, zero shoulder, and curvy, and if there is a truck or trailer, vehicles can't always see the cyclists coming around. For future reference, if we can add that in to consideration for shouldering, at least on the westbound side, that would be great to avoid a future issue with somebody being hurt. Mr. Vandell said he would make a note of that and bring it to their Operations and Safety Unit's attention.

ACTION: None – Information only.

COMMISSION ANNOUNCEMENTS: There were no commission announcements.

SCHEDULE FOR NEXT MEETING: The next regularly scheduled meeting of the NCTC will be November 18, 2020 via Zoom Webinar.

ADJOURNMENT OF MEETING: Chair Burton adjourned the meeting at 11:15 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
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DUANE STRAWSER – Nevada City City Council



DANIEL LANDON, Executive Director
MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

2021 NCTC MEETING SCHEDULE

| | |
|---------------------------|------------------------------|
| JANUARY 20, 2021 | <u>Online Webinar</u> |
| MARCH 17, 2021 | <u>Online Webinar</u> |
| MAY 19, 2021 | <u>Online Webinar</u> |
| JULY 21, 2021 | <u>Online Webinar</u> |
| SEPTEMBER 15, 2021 | <u>Online Webinar</u> |
| NOVEMBER 17, 2021 | <u>Online Webinar</u> |

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:1030.3.2.2

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Western Nevada County Regional Transportation Mitigation Fee Program Annual Report for FY 2019/20

DATE: November 18, 2020

RECOMMENDATION: Approve the Western Nevada County Regional Transportation Mitigation Fee Program Annual Report for FY 2019/20.

BACKGROUND: The purpose of the Regional Transportation Mitigation Fee (RTMF) Program is to finance needed improvements to the regional network of streets and roads to mitigate the impact of increased traffic that will result from new development in western Nevada County. The fee program has been adopted by Grass Valley, Nevada City, and Nevada County and is administered by the Nevada County Transportation Commission (NCTC) through agreements with those agencies.

This Annual Report for FY 2019/20 is provided to assist Grass Valley, Nevada City, and Nevada County in complying with the provisions of Government Code Section 66006, which requires each local agency that adopts mitigation fees to provide an annual report and to schedule a public meeting regarding that report.

The RTMF Program, adopted in 2016, established a mitigation fee schedule for regional transportation improvements in western Nevada County. Exhibit 1 shows the Regional Transportation Mitigation Fee area. The fees collected will provide the needed revenue to fund construction of the improvements shown in the RTMF Capital Improvement Program (see Exhibit 2). Exhibit 2 also fulfills the requirements of Section 66006 (b) (1) (F) which requires a local agency to identify the approximate date by which construction of a public improvement will commence.

Exhibit 3 presents a Mitigation Fee Schedule and fulfills the requirements of Section 66006 (b) (1) (B), “The amount of the fee.” To document compliance with Section 66006 (b) (1) (G) and (H), there have been no inter-fund transfers or loans made from the RTMF Fund nor have there been any refunds made pursuant to subdivision (e) of Section 66001 nor allocations pursuant to subdivision (f) of Section 66001.

Exhibit 4, which presents “The beginning and ending balance of the account or fund” fulfills the requirements of Section 66006 (b) (1) (C), Section 66006 (b) (1) (D) “The amount of the fees collected and the interest earned” and Section (b) (1) (E) “an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.”

attachments

EXHIBIT 1

Regional Transportation Mitigation Fee (RTMF) Program Boundary

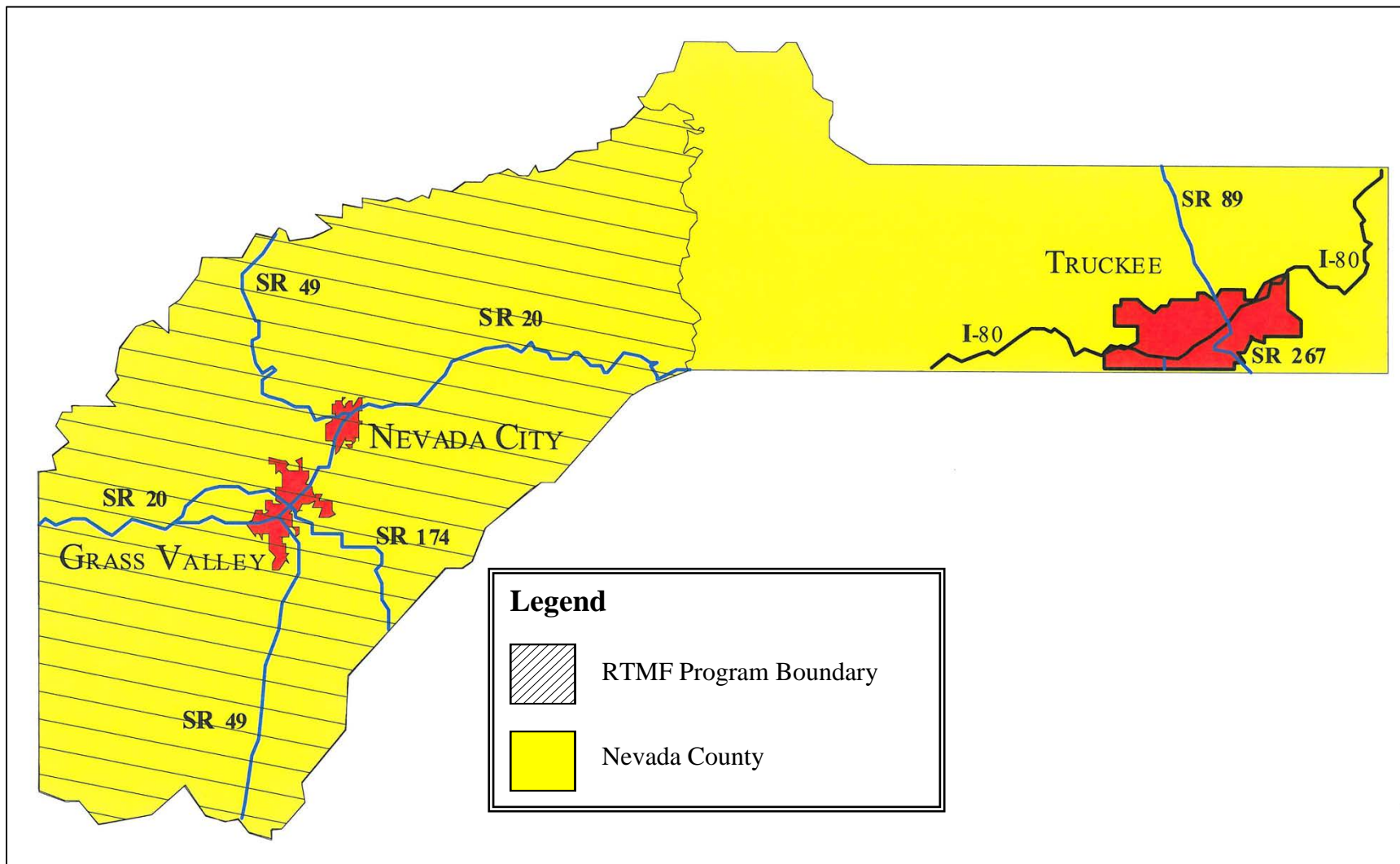


Exhibit 2
Regional Transportation Mitigation Fee (RTMF) Capital Improvement Program

| Project ID | Facility | Segment | Updated Cost Estimate | % of Need Attributable to New Development | Costs Attributable to New Development | Funding Priority | Project Year |
|-------------------|--------------------------------|------------------------------|------------------------------|--|--|-------------------------|---------------------|
| 1 | SR-49 Interchange | Dorsey Drive | \$24,000,000 | 33% | \$7,991,555 | 2 | 2025/26 |
| 2 | SR-49 | S/o La Barr Meadows Rd (SB) | \$33,417,273 | 12% | \$4,005,587 | 4 | 2030/31 |
| 3 | SR-49 | South of Alta Sierra Dr (SB) | \$123,414,693 | 3% | \$3,862,597 | 5 | 2034/35 |
| 4 | SR-49 NB & SB Ramps | @ McKnight Way | \$8,000,000 | 64% | \$5,089,431 | 1 | 2025/26 |
| 5 | SR 20 EB Ramps | @ McCourtney Rd | \$1,556,515 | 32% | \$500,432 | | 2035/36 |
| 6 | SR 20/49 NB Ramps | @ Idaho Maryland Rd | \$1,380,043 | 100% | \$1,380,043 | | 2036/37 |
| 7 | SR 20/49 SB Ramps | @ Ridge Rd/Gold Flat Rd | \$670,000 | 52% | \$350,227 | | 2035/36 |
| 8 | SR 20/SR 49 | @ Uren St | \$1,088,655 | 21% | \$233,760 | | 2035/36 |
| 9 | E.Main St | @ Bennett St/Richardson St | \$1,500,000 | 100% | \$1,500,000 | 6 | 2018/19 |
| 10 | South Auburn St | @ SR-20/49 NB Ramps | \$1,033,842 | 100% | \$1,033,842 | 3 | 2026/27 |
| 11 | SR-49 | @ Coyote St | \$350,000 | 34% | \$119,288 | | 2036/37 |
| 12 | Admin Costs and 5-year reviews | | \$425,560 | 100% | \$425,560 | | 2036/37 |
| Total | | | \$196,836,581 | | \$26,492,323 | | |

EXHIBIT 3
Regional Transportation Mitigation Fee (RTMF) Schedule

| Land Use Category | Fee per Trip |
|--------------------------|---------------------|
| Residential | \$396 |
| Non-Residential | \$70 |

Documentation of the methodology used to determine the fee per trip for residential and non-residential land uses is contained in the Regional Transportation Mitigation Fee 2016 Fee Schedule Update – Nexus Study Report, September 2016, prepared by WSP Parsons Brinkerhoff.

EXHIBIT 4
REGIONAL TRANSPORTATION MITIGATION FEE (RTMF) ANNUAL REPORT
FY 2019/20

| | |
|---------------------|-----------------------|
| Cash 7/1/19 | \$362,533.12 |
| Additions FY 19/20 | \$688,552.00 |
| Deductions FY 19/20 | \$2,491.55 |
| Cash 6/30/20 | \$1,048,593.57 |

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

| JURISDICTION | RTMF COLLECTED FY 00/01-18/19 | RTMF COLLECTED FY 19/20 | TOTAL RTMF COLLECTED/EXPENDED |
|----------------------|-------------------------------|-------------------------|-------------------------------|
| City of Grass Valley | \$2,193,140.06 | \$68,476.12 | \$2,261,616.18 |
| City of Nevada City | \$125,645.00 | \$21,961.11 | \$147,606.11 |
| County of Nevada | \$3,909,593.43 | \$621,779.37 | \$4,531,372.80 |
| Total | \$6,228,378.49 | \$712,216.60 | \$6,940,595.09 |
| Interest | \$182,772.77 | \$13,867.55 | \$196,640.32 |
| Expenditures | \$5,957,937.79 | \$2,002.19 | \$5,959,939.98 |
| TOTAL | \$453,213.47 | \$724,081.96 | \$1,177,295.44 |

RTMF ALLOCATIONS
2019/20

| DATE/RESOLUTION | ORIGINAL ALLOCATION | REMAINING ALLOCATION AS OF 7/1/2019 | PROJECT | EXPENDED DURING FY 2019/20 | BALANCE OF ALLOCATION AS OF 6/30/20 | RTMF % of Total Cost |
|--------------------|-----------------------|-------------------------------------|---|----------------------------|-------------------------------------|----------------------|
| 5/15/19 Reso 19-20 | \$5,000.00 | \$5,000.00 | NCTC RTMF Administration | \$2,002.19 | \$2,997.81 | 100.00% |
| 7/19/17 R 17-28 | \$4,386,462.84 | \$3,126,201.30 | Grass Valley Dorsey Drive Interchange | \$0.00 | \$3,126,201.30 | 33.00% |
| 7/19/17 R 17-29 | \$1,500,000.00 | \$473,942.72 | Grass Valley E. Main Street/Bennett Street Intersection | \$0.00 | \$473,942.72 | 33.00% |
| TOTAL | \$5,891,462.84 | \$3,605,144.02 | | \$2,002.19 | \$3,603,141.83 | |



North State Super Region

101 Providence Mine Road, Suite 102, Nevada City, CA 95959
 (530) 265-3202 nssr16@gmail.com
www.superregion.org
 Mike Woodman, Chair

Jon Clark
Butte County Assn. of Governments

Scott Lanphier
Colusa County Transportation Comm.

Tamera Leighton
Del Norte Local Transportation Comm.

Cole Grube
Glenn County Transportation Comm.

Marcella Clem
Humboldt Co Assn of Governments

Lisa Davey-Bates
Lake Co City/Area Planning Comm.

John Clerici
Lassen County Transportation Comm.

Nephele Barrett
Mendocino County Council of Govts

Debbie Pedersen
Modoc County Transportation Comm.

Daniel Landon
Nevada County Transportation Comm.

Daniel S. Little
Shasta County SRTA/MPO

Tim Beals
Sierra County Transportation Comm.

Jeff Schwein
Siskiyou County Local Trans. Comm.

Jessica Riske-Gomez
Tehama County Transportation Comm.

Richard Tippet
Trinity County Transportation Comm.

Robert Perreault
Plumas County Transportation Comm.

October 22, 2020

Marlon Flournoy
 Chief, Division of Transportation Planning
 California Department of Transportation
 1120 N Street
 Sacramento, CA 95814

Subject: Comments on the Draft California Transportation Plan 2050

Dear Mr. Flournoy:

The North State Super Region (NSSR), formalized through a memorandum of agreement on October 20, 2010, represents a partnership between the sixteen northern California Regional Transportation Planning Agencies and Metropolitan Planning Organizations, to provide a unified voice when addressing state and federal transportation funding and policy decisions and establish coordination of transportation planning efforts.

The NSSR appreciates the opportunity to review and comment on the Draft California Transportation Plan (CTP) 2050 and provides the following general comments:

- The NSSR look forward to continued coordination and additional opportunities to provide input on the subsequent implementation actions and policies so we can best assist in meeting the State's climate goals, while also delivering vital transportation projects that address both the rural and urban needs and priorities across the North State.
- The NSSR recognizes the importance of the State's climate goals and appreciates your acknowledgement of the differences that exist between urban, suburban, and rural areas of the state and that strategies and actions must be crafted to consider and recognize these distinct differences.
- NSSR acknowledges that in order to achieve aggressive goals that one must be aspirational and visionary and that the CTP 2050 scenarios are not financially constrained. The scenario's modeled in CTP 2050 are valuable to demonstrate how transformational strategies can be implemented to meet the State's Greenhouse Gas (GHG) goals. However, State statute requires the CTP to address "how the state will achieve maximum feasible emissions reductions" consistent with state goals (Gov't Code § 65072(a)). The CTP 2050 financial assessment does not adequately assess the associated costs and likely availability of the revenues required. As a result, it is

unclear from the information provided that the scenarios are able to achieve maximum feasible emissions reductions. Caltrans should conduct a feasibility analysis of its various strategies to inform the legislature, state and regional agencies, and the public of what can be realistically achieved. This information is critical for state, regional, and local agencies to effectively collaborate to achieve state GHG goals.

- The NSSR also requests that the CTP 2050 include additional information on the relationship between the CTP 2050 and Regional Transportation Plans and expand on the differences that exist between the two, as well as how they complement each other. This information should include a list of all planning assumptions within the CTP 2050 that cannot be included in a fiscally constrained RTP. AB 285 (Freidman, 2019) requires the Strategic Growth Council to issue a report in 2022 assessing how the RTPs/Sustainable Communities Strategies, and Alternative Planning Strategies of the regions have achieved the objectives of the previous CTP and in coordination with CTP will influence the configuration of the statewide integrated multimodal transportation system. In order for the Strategic Growth Council assessment to be meaningful, Caltrans needs to be clear about the maximum feasible emission reductions and the differences between the CTP and RTPs, as well as the assumptions.
- In light of the Governor’s recent Executive Order N-79-20, the CTP 2050 should include an analysis of the forecasted reduction in state and federal fuel tax revenues, which could impact the ability to enhance, operate, and maintain California’s transportation system. The analysis should include a discussion of funding alternatives to replace and/bridge the forecasted reductions.
- As the State focuses on equity and environmental justice in transportation planning and funding decisions, we need to ensure that there is a focus on geographic and economic equity across the state. Many of the rural areas across the state are economically disadvantaged and depend on interregional connections to access multi-modal options, employment, education, and health services, and the CTP 2050 and state policy and funding decisions going forward need to acknowledge and address the lack of investment in these areas.
- The NSSR strongly supports the CTP 2050 objective to “Eliminate fatalities and serious injuries on the transportation system”. Nationally, rural, non-interstate roads have a traffic fatality rates that is nearly two-half times higher than all other roads. In 2017, non-interstate rural roads had a traffic fatality rate of 2.14 deaths for every 100 million vehicle miles of travel (VMT), compared to a fatality rate of 0.88 deaths per 100 million VMT on all other roads. In California, the non-interstate rural roads had a traffic fatality rate of 3.16 deaths for every 100 million VMT, which was second highest in the nation in 2017.

We want to thank you again for the opportunity to provide comments on the Draft CTP 2050 and look forward to continued coordination and additional opportunities to provide input on the subsequent implementation plan.

Sincerely,



Mike Woodman, Deputy Executive Director
Nevada County Transportation Commission
Chair, North State Super Region
916-716-2559



JAN ARBUCKLE – Grass Valley City Council
 ANDREW BURTON – Member-At-Large, Chair
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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 November 2020 Meeting

DATE: November 18, 2020

State Route 49, I-80 to McKnight Way Safety Assessment Report

Caltrans has released the State Route (SR) 49 Safety Assessment Report highlighting safety findings and proposed improvements to the corridor between Interstate 80 in Auburn and McKnight Way in Grass Valley.

Caltrans invites members of the public to view the SR 49 Safety Assessment Report at www.hwy49safety.com. Public input is essential for project development and enables the Department to account for various perspectives and impacts for equity. The deadline to submit comments and questions to Caltrans District 3 has been extended to Friday, December 11, 2020.

Written comments may be submitted by mail to Caltrans District 3, Program/Project Management, 703 B Street, Marysville, CA 95901, Attn: HWY 49 Safety Assessment, or via email at hwy49safety@dot.ca.gov.

The SR 49 Safety Audit Workshop was held on February 18, 19, and 20, 2020 at the Caltrans maintenance office in Rocklin and the Placer County Transportation Planning Agency in Auburn. The project area covers SR 49 from Interstate 80 (I-80) in Auburn to McKnight Way in Grass Valley.

At the beginning of the workshop, Caltrans identified the primary objectives of the study as follows:

1. Identify safety-related improvements that could be installed within the very near term
2. Identify enhancements that could be added to planned projects in the corridor
3. Identify long term projects to improve corridor safety

This effort was a collaboration of several agencies: Caltrans (District 3), Federal Highway Administration (FHWA), California Highway Patrol (CHP), the Nevada County Transportation Commission (NCTC), the Placer County Transportation Planning Agency (PCTPA), Placer County Department of Public Works, the City of Auburn, and the Auburn City Fire Department. The safety audit was the combined effort of 22 individuals representing the entities listed above. Caltrans retained Fehr & Peers to evaluate crash data and facilitate the efforts of the participants.

The morning of the first day was used to understand the nature of the issues, with a deep dive into the historical collision data. In the afternoon, the team conducted an in-person field review of the corridor with stops at six locations and discussed their observations. In the evening, a smaller group drove the corridor to observe conditions during darkness. On the second day, the team considered improvement ideas from their own experience, resource documents, and innovative efforts from elsewhere in the country. The final day was a review and refinement of the improvement strategies.

State Route 49, I-80 to McKnight Way Comprehensive Multimodal Corridor Plan

On September 21, 2020, Caltrans, in collaboration with Nevada County Transportation Commission and Placer County Transportation Planning Agency, held a “kickoff” meeting to commence development of a Comprehensive Multimodal Corridor Plan (CMCP) for State Route 49. This work project will build on the Corridor System Management Plan prepared by NCTC for the 13.6-mile segment of SR 49 from the Southern Nevada County line to the SR 49/McKnight Way Junction in 2018. The CMCP stakeholders list includes several local government agencies as well as several citizens and citizen groups.

The CMCP incorporates the SR 49 corridor in Nevada and Placer counties, beginning in Placer County at the northern junction of Interstate 80 (I-80) in the City of Auburn and ending at the State Route 20 junction in the City of Grass Valley. The “corridor” also includes the Capitol Corridor passenger rail line, freight rail, local parallel arterial roadways, transit routes, bicycle, and pedestrian facilities.

The purpose of this effort is to create a CMCP through multimodal agency collaboration. The plan will identify, analyze, and evaluate transportation facilities along the SR 49 corridor, while also determining needs, gaps and trends associated with multimodal modes of transportation, some of which include transit, arterial, rail, bicycle, and pedestrian elements. The plan will prioritize projects, and provide a basis for qualifying for funding through Senate Bill 1 Solutions for Congested Corridors Program and other potential local, regional, state, and federal funding sources.

The project objectives are:

- Identify existing and future conditions and consistency with relevant plans.
- Prioritized list of multimodal transportation improvements and strategies.
- Funding strategy for corridor improvements.

The difference between the SR 49 CMCP and the SR 49 Safety Assessment is that the Safety Assessment only focuses on future safety projects, while the CMCP will take into account all projects on the corridor: safety, congestion relief, increased transit and intercity service, increased bicycle/pedestrian facilities

and use in order to meet the goals of SB 743 in the reduction of greenhouse gases (GHG) and reduce vehicle miles traveled (VMT).

The CMCP also incorporates local streets and roads that are not on the State Highway System (SHS) and how they affect the corridor in the above project categories. The SR 49 Safety Audit does not address non-SHS facilities or transit/intercity services and bicycle/pedestrian facilities. It is projected that the CMCP will be completed in November 2021.

Western Nevada County Transit Development Plan and Nevada County Coordinated Public Transit-Human Services Plan 2020 Updates

The Western Nevada County Transit Development Plan (WNCTDP) update will analyze a wide range of transit and paratransit service options, capital needs, institutional and management improvements, and financial alternatives in order to develop a financially constrained five-year short-range transit operating plan. The WNCTDP will include a year-by-year implementation schedule for all plan elements, identifying the responsible parties and financial requirements.

The Nevada County Coordinated Public Transit – Human Services Transportation Plan (CP-HS) update is a countywide plan that will focus on ways to support and expand on the coordination activities and opportunities for transportation services among the various human service entities and the private and public transportation service providers. The plan will document existing needs and gaps in transportation services and identify operational and capital strategies to address them. The Federal Transit Administration grant funding programs require projects be included in a current CP-HS in order to be eligible for funding.

NCTC has retained WSP USA Inc. to update these two plans. WSP expects to complete draft documents for the WNCTDP the week of November 26 and drafts for the CP-HS in mid-December.



November 2020
Caltrans District 3 Project Status Report

| Highway 20 | | |
|--|---|--|
| 0H690 NEV/PLA Turnouts | CO-RTE-PM | NEV - 20 - 25.15 (+ other various locations in other counties) |
| | Location | In Nevada county on Route 20 and Placer county on Route 193 at various locations. |
| | Description | Construct Turnouts |
| | Funding Source | SHOPP - Operational Improvements (310) |
| | Total Cost | \$2,619,000 |
| | Planning | COMPLETE |
| | Environmental | COMPLETE |
| | Design | Target completion February 2021. |
| Construction | Construction is expected to begin September 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 |
| | Design | Target completion June 2021. |
| Construction | Construction is expected to begin Summer 2022. Target completion November 2024. | |
| 4H070 Gold Nugget | CO-RTE-PM | NEV - 20 - 12.2/20.0 |
| | Location | In and near Grass Valley and Nevada City, from RTE 20/49 SEP (Br#17-0049) to Rim Rock Lane. |
| | Description | Repair pavement, drainage, sign panels, ADA facilities, and roadside planting & irrigation. Install new storm water improvement, Maintenance Vehicle Pullouts (MVPs), 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 | Construction is expected to begin Summer 2024. Target completion December 2024. | |
| 0J520 NEV 20 CAPM | CO-RTE-PM | NEV - 20 - 20 / 46.119 |
| | Location | Pavement CAPM and drainage improvements in Nevada County east of Nevada City from Rim Rock Road to Jct20/80 |
| | Description | Class II Pavement CAPM on Mainline and ramps, rehabilitate or replace poor conditions drainage systems. Evaluate /rehabilitate/replace poor condition lighting, sign panels, and TMS elements. |
| | Funding Source | SHOPP - Asset Management (121) |
| | Total Cost | \$35,200 |
| | Planning | Target completion March 2022. |
| | Environmental | Target completion August 2023. |
| | Design | Target completion May 2025. |
| Construction | Construction is expected to begin Summer 2025. Target completion December 2026. | |

| 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 |
| | Design | COMPLETE |
| Construction | COMPLETE June 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 |
| | Design | Target completion January 2021. |
| Construction | Construction is expected to begin Summer 2021. Target completion December 2022. | |



November 2020
Caltrans District 3 Project Status Report

| | | |
|--|--|---|
| 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 December 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. December 2020/January 2021) to present the alternatives to the public for comment and a preferred alternative will be selected. |
| | Design | Target completion June 2024. |
| 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 | Construction is expected to begin Summer 2025. 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 December 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 Lorensen Road to 0.4 miles north of Lone Star Road. |
| | Description | Construct concrete median barrier with roundabouts. |
| | Funding Source | SHOPP - Safety (010) |
| | Total Cost | \$26,340,000 |
| | Planning | COMPLETE |
| | Environmental | Target completion March 2021. |
| | Design | Target completion May 2022. |
| Construction | Construction is expected to begin Summer 2023. Target completion August 2024. | |



**November 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 |
| 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 |
| 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 |
| 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 |
| 1H010 Slope Stabilization | CO-RTE-PM | NEV - 80 - 28.3/28.7 |
| | Location | Near Truckee from .2 mile east of Truckee River Bridge to .8 mil west of Farad U/C. |
| | Description | Construct rockfall wire mesh drapery, flatten cut slope, construct rockfall barrier, rehab drainage. |
| | Funding Source | SHOPP - Roadway Preservation (150) |
| | Total Cost | \$14,390,000 |
| | Planning | COMPLETE |
| | Environmental | COMPLETE |
| | Design | COMPLETE |
| 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 | COMPLETE |
| Construction | Construction is expected to begin Spring 2021. Target completion December 2021. | |



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|---|--|---|
| 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 March 2021. |
| 3H560 Yuba Pass SOH Bridge Replacment | CO-RTE-PM | NEV - 080 - 58.7 /60.2 |
| | Location | In Nevada County near Emigrant Gap at the Yuba Pass Separation OH Bridges (Br#17-0023L/R). |
| | Description | Replace bridges, widen WB direction for truck climbing lane, install TMS elements and communications. |
| | Funding Source | SHOPP - Bridge Rehabilitation (110) |
| | Total Cost | \$101,780,000 |
| | Planning | COMPLETE |
| | Environmental | Target completion December 2021. |
| | Design | Target completion August 2023. |
| 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 May 2023. |
| 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 | \$64,259,000 |
| | Planning | COMPLETE |
| | Environmental | Target completion January 2024. |
| | Design | Target completion October 2026. |
| 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 | \$23,921,000 |
| | Planning | COMPLETE |
| | Environmental | Target completion December 2020. |
| | Design | Target completion June 2021. |
| Construction | Construction is expected to begin Spring 2022. Target completion October 2022. | |

| 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 | \$27,368,000 |
| | Planning | COMPLETE |
| | Environmental | COMPLETE |
| | Design | COMPLETE |
| Construction | Target completion November 2021. | |



November 2020
Caltrans District 3 Project Status Report

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|---|------------------------------|--|
| 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 November 2020 . Caltrans is working with the City of Grass Valley to relinquish this section of highway. |
| | Design | 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 | COMPLETE August 2020. | |