

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



DANIEL LANDON, Executive Director  
MICHAEL WOODMAN, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

## REGULAR MEETING AGENDA

A regular meeting of the Nevada County Transportation Commission (NCTC) will be held on  
**Wednesday, January 29 at 9:30 a.m.**, at the following locations:

**Grass Valley City Hall Council Chambers**  
125 East Main Street, Grass Valley, California

Phone Conferencing located at the  
**Martis Conference Room**  
Truckee Town Hall, 10183 Truckee Airport Rd, Truckee, California

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

The Commission welcomes you to its meeting. Your opinions and suggestions are encouraged. These meeting rooms are accessible to people with disabilities. 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. or as soon as possible thereafter following the conclusion of the Transit Services Commission meeting.

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

**PUBLIC COMMENT:** MEMBERS OF THE PUBLIC DESIRING TO ADDRESS THE NCTC ON A MATTER APPEARING ON THE AGENDA, please come to the podium when the item number and subject matter are announced. When recognized, please provide your name and address for the record. The Chair may limit any individual to 3 minutes. Time to address the Commission will be allocated based on the number of requests received.

*FOR ITEMS NOT ON THE AGENDA that are of interest to the public and are within the subject matter jurisdiction of the NCTC, please come to the podium during the Public Comment time. No action shall be taken unless otherwise authorized by Section 54954.2 of the Ralph M. Brown Act. The Chair may limit any individual to 3 minutes and may limit the total time allocated for Public Comment to a minimum of 15 minutes during any regular Commission meeting. Time to address the Commission will be allocated based on the order of requests received. Not all members may be allowed to speak if the total time allotted expires.*

**PUBLIC HEARINGS:** All members of the public shall be allowed to address the Commission regarding any item which is noticed on the Commission's agenda as a public hearing. The Chairman may limit the total time allocated for the public hearing, and may limit any individual to 3 minutes. Any person may provide the Commission with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Ten copies of written statements shall be submitted to the Commission's staff (preferably in advance) to allow for distribution to the Commission. Copies of the agenda, correspondence and reports may be

*obtained from the Commission's staff at a cost of ten cents per page, plus the cost of postage. An interpreter for the hearing impaired, as well as other special accommodations may be made upon request to the Commission's staff at least 72 hours in advance of the NCTC meeting.*

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

1. [Financial Reports:](#)

A. October 2019, November 2019

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

2. [NCTC Minutes: December 18, 2019 Meeting](#)

Recommendation: Approve

3. [State Transit Assistance \(STA\) Reissued Apportionments FY 2019/20:](#) The State Controller's revised estimate of STA Funds for FY 2019/20 has been received. See table prepared by staff.

Recommendation: Adopt the revised table as a basis for allocation for the State Transit Assistance Fund for FY 2019/20.

4. [State of Good Repair Project Reissued Apportionments FY 2019/20:](#) See staff report.

Recommendation: Adopt the revised table as a basis for allocation for the State of Good Repair Fund for FY 2019/20.

5. [Revised Local Transportation Fund \(LTF\) Allocation for the City of Grass Valley:](#) Revision for LTF shortfall due to the difference between estimated revenue and actual revenue for FY 2018/19.

Recommendation: Adopt Resolution 20-01.

6. [Revised Local Transportation Fund \(LTF\) Allocation for the City of Nevada City:](#) Revision for LTF shortfall due to the difference between estimated revenue and actual revenue for FY 2018/19.

Recommendation: Adopt Resolution 20-02.

7. [Federal Transit Administration Section 5311 Federal Fiscal Year 2020 Program of Projects](#): See staff report.  
Recommendation: Adopt Resolution 20-03.
  
8. [Amendment 3 to the Professional Services Agreement with Fehr & Peers to Develop Senate Bill 743 Vehicle Miles Traveled Methodology and Thresholds Recommendations](#): See staff report.  
Recommendation: Adopt Resolution 20-04.
  
9. [Amendment 2 to the Professional Services Agreement with GHD to Prepare the Nevada City SR 49 Multimodal Corridor Plan](#): See staff report.  
Recommendation: Adopt Resolution 20-05.
  
10. [Amendment 3 to the Professional Services Agreement with GHD to Prepare the SR 174/20 Intersection Analysis](#): See staff report.  
Recommendation: Adopt Resolution 20-06.

### **INFORMATIONAL ITEMS**

11. [Correspondence](#):
  - A. [California Transportation Commission - Highlights of the 2019 Annual Report to the California Legislature, File 370, December 13, 2019.](#)
  
12. [Executive Director's Report](#)
  
13. [Project Status Report](#):
  - A. Caltrans Projects: Sam Vandell, Caltrans District 3 Project Manager for Nevada County.

### **ACTION ITEMS**

14. [Presentation: GHD SR 174/20 Intersection Analysis Simulation](#): See staff report.  
Recommendation: Provide comments.
  
15. [Professional Services Agreement with WSP to Update the Western Nevada County Transit Development Plan](#): See attached staff report.  
Recommendation: Adopt Resolution 20-07 by roll call vote.

16. [Professional Services Agreement with WSP to Update the Nevada County Coordinated Public Transit-Human Services Transportation Plan](#): See attached staff report.  
Recommendation: Adopt Resolution 20-08 by roll call vote.
  
17. [Professional Services Agreement with TJKM Transportation Consultants to Update the NCTC/ Grass Valley Travel Demand Forecasting Model](#): See attached staff report. Recommendation: Adopt Resolution 20-09 by roll call vote.
  
18. [Amendment 3 to the FY 2019/20 Overall Work Program](#): See staff report.  
Recommendation: Adopt Resolution 20-10 by roll call vote.
  
19. Election of Officers: The Commission will elect a Chairman and Vice Chairman for 2020. This action is per NCTC's Policies and Procedures Manual: Officers and Duties, found on page 11: "The offices of Chair and Vice Chair shall be elected by a majority vote of the members present at the January meeting..."

**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**: March 18, 2020, Nevada County Board of Supervisors Chambers, Eric Rood Administrative Center, 950 Maidu Avenue, Nevada City, California.

### **ADJOURNMENT OF MEETING**

This agenda was posted 72 hours in advance of the meeting at the Grass Valley City Hall, the Nevada County Eric Rood Administrative Center, Truckee Town Hall, 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](mailto:nctc@nccn.net)

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## **2020 MEETING SCHEDULE**

<b>JANUARY 29, 2020</b>	<b><u>Grass Valley</u></b>
<b>MARCH 18, 2020</b>	<b><u>Nevada County</u></b>
<b>MAY 20, 2020</b>	<b><u>Nevada County</u></b>
<b>JULY 15, 2020</b>	<b><u>Truckee</u></b>
<b>SEPTEMBER 16, 2020</b>	<b><u>Nevada County</u></b>
<b>NOVEMBER 18, 2020</b>	<b><u>Nevada County</u></b>

*NCTC meetings are held at the following locations:*

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

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

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

**COMMONLY USED ACRONYMS**  
**NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)**

Updated 11-14-17

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

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

**OCTOBER**

**TOWN OF TRUCKEE (5805) LTF**

16.62%

Cash Balance 10/01/19	\$254,842.69
Additions	\$60,137.34
Deductions	<u>\$0.00</u>
Cash Balance 10/31/19	\$314,980.03
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$475,044.12
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$537,997.00</u>
AMOUNT TO BE ALLOCATED	\$1,013,041.12
 Total Amount of Approved Allocations	 <u>\$537,997.00</u>
BALANCE Available for Allocation	\$475,044.12

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-24	Transit/Paratransit Operations	\$537,997.00	\$268,998.50	\$268,998.50

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

**OCTOBER**

**PEDESTRIAN AND BIKE (5806) LTF**

2.00%

Cash Balance 10/01/19	\$257,667.59
Additions	\$7,774.90
Deductions	<u>\$0.00</u>
Cash Balance 10/31/19	\$265,442.49

Budget and Allocations

Fund Balance 6/30/19	\$249,486.57
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$69,555.00</u>
AMOUNT TO BE ALLOCATED	\$319,041.57
Total Amount of Approved Allocations	<u>\$125,000.00</u>
BALANCE Available for Allocation	\$194,041.57

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



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

**NEVADA COUNTY (5807) LTF**  
 67.32%

Cash Balance 10/01/19	\$3,159,554.27
Additions	\$243,634.15
Deductions	<u>\$0.00</u>
Cash Balance 10/31/19	\$3,403,188.42
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$4,128,939.44
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$2,179,587.00</u>
AMOUNT TO BE ALLOCATED	\$6,308,526.44
 Total Amount of Approved Allocations	 <u>\$2,369,597.00</u>
BALANCE Available for Allocation	\$3,938,929.44

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-21	Transit/Paratransit Operations	\$2,369,597.00	\$1,184,798.50	\$1,184,798.50

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

**GRASS VALLEY (5808) LTF**  
12.91%

Cash Balance 10/01/19	\$0.00
Additions	\$46,725.91
Deductions	<u>\$46,725.91</u>
Cash Balance 10/31/19	\$0.00
<u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$53,594.35
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$418,017.00</u>
AMOUNT TO BE ALLOCATED	\$471,611.35
Total Amount of Approved Allocations	<u>\$485,621.00</u>
BALANCE Available for Allocation	-\$14,009.65

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-22	Transit/Paratransit Operations	\$485,621.00	\$136,585.22	\$349,035.78

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

**NEVADA CITY (5809) LTF**

3.16%

Cash Balance 10/01/19	\$0.00
Additions	\$11,424.41
Deductions	<u>\$11,424.41</u>
Cash Balance 10/31/19	\$0.00

Budget and Allocations

Fund Balance 6/30/19	\$13,325.75
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$102,204.00</u>
AMOUNT TO BE ALLOCATED	\$115,529.75

Total Amount of Approved Allocations	<u>\$118,995.00</u>
BALANCE Available for Allocation	-\$3,465.25

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19    19-23	Transit/Paratransit Operations	\$118,995.00	\$33,616.88	\$85,378.12

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

**COMMUNITY TRANSIT SERVICES (5810) LTF**

5.00%

Cash Balance 10/01/19	\$94,755.01
Additions	\$19,048.52
Deductions	<u>\$0.00</u>
Cash Balance 10/31/19	\$113,803.53

Budget and Allocations

Fund Balance 6/30/19	\$121,784.36
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$170,411.00</u>
AMOUNT TO BE ALLOCATED	\$292,195.36

Total Amount of Approved Allocations	<u>\$170,411.00</u>
BALANCE Available for Allocation	\$121,784.36

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-21	Nevada County Paratransit Operations	\$141,742.00	\$35,435.50	\$106,306.50
7/17/19 19-24	Truckee Paratransit Operations	\$28,669.00	\$7,167.25	\$21,501.75
	<b>TOTAL</b>	<b>\$170,411.00</b>	<b>\$42,602.75</b>	<b>\$127,808.25</b>

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

**OCTOBER**

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

Cash Balance 10/01/19	\$80,214.66
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 10/31/19	\$80,214.66
Amount Approved for Projects	\$66,927.34
Interest Accrued*	<u>\$13,287.32</u>
Total Available	\$80,214.66

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

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

Nevada County Transportation Commission  
Monthly Financial Report FY 2019/20

**OCTOBER**

**NCTC Administration & Planning (6327)**

**Revenues & Expenditures**

Cash Balance 10/01/19	\$100,965.13
Additions	\$81,353.95
Deductions	<u>\$65,018.49</u>
Cash Balance 10/31/19	\$117,300.59

**BUDGET: Estimated Revenue & Allocations**

Fund Balance 6/30/19	\$137,906
Estimated Revenue	<u>\$1,232,948</u>
AVAILABLE FOR ALLOCATION	\$1,370,854
Total of Approved Allocations	<u>\$1,232,948</u>
BALANCE AVAILABLE FOR ALLOCATION	\$137,906

W.E.	DESCRIPTION	Allocation	YTD Activity	Balance	% Expended
<b>1.1</b>	<b><u>General Services</u></b>				
	NCTC Staff	\$174,914	\$50,867.12	\$124,047.17	29.08%
	Indirect	\$34,068	\$8,765.09	\$25,303.31	25.73%
	Consultant Human Resources	\$5,000	\$0.00	\$5,000.00	0.00%
<b>1.2</b>	<b><u>TDA Admin.</u></b>				
	NCTC Staff	\$178,809	\$50,345.62	\$128,463.78	28.16%
	Indirect	\$34,827	\$8,456.49	\$26,370.58	24.28%
	Fiscal Audit	\$43,740	\$5,500.00	\$38,240.00	12.57%
<b>2.1</b>	<b><u>Regional Transportation Plan</u></b>				
	NCTC Staff	\$97,336	\$20,347.08	\$76,989.16	20.90%
	Indirect	\$21,165	\$3,192.19	\$17,972.92	15.08%
	Traffic Engineering	\$25,000	\$0.00	\$25,000.00	0.00%
	Local Agency	\$30,000	\$819.29	\$29,180.71	2.73%
	Traffic Counts	\$19,011	\$0.00	\$19,010.76	0.00%
<b>2.1.2</b>	<b><u>RTP Implementation VMT Thresholds</u></b>				
	NCTC Staff	\$1,970	\$1,303.54	\$666.82	66.16%
	Consultant	\$38,173	\$10,056.19	\$28,116.95	26.34%
<b>2.1.4</b>	<b><u>Truckee Big Data Daily VMT Analysis</u></b>				
	NCTC Staff	\$9,359	\$1,016.97	\$8,342.52	10.87%
	Consultant	\$36,942	\$0.00	\$36,942.00	0.00%
<b>2.2</b>	<b><u>Transportation Improvement Program</u></b>				
	NCTC Staff	\$56,614	\$10,197.33	\$46,416.20	18.01%
	Indirect	\$14,051	\$2,295.93	\$11,754.75	16.34%
<b>2.2.2</b>	<b><u>GV SR 174-20 Intersection Analysis</u></b>				
	NCTC Staff	\$7,763	\$1,067.16	\$6,695.63	13.75%
	Consultant	\$41,961	\$8,219.40	\$33,741.27	19.59%
<b>2.2.3</b>	<b><u>Nevada City SR 49 Multimodal Corridor Plan</u></b>				
	NCTC Staff	\$7,763	\$6,306.52	\$1,456.27	81.24%
	Consultant	\$25,347	\$11,991.56	\$13,355.91	47.31%
<b>2.3</b>	<b><u>Transit &amp; Paratransit Programs</u></b>				
	NCTC Staff	\$42,644	\$7,837.41	\$34,806.20	18.38%
	Indirect	\$11,724	\$1,752.70	\$9,971.49	14.95%
<b>2.3.1</b>	<b><u>Western Nevada County Transit Development Plan</u></b>				
	NCTC Staff	\$10,416	\$3,047.39	\$7,368.49	29.26%
	Consultant	\$80,000	\$0.00	\$80,000.00	0.00%
<b>2.3.2</b>	<b><u>NevCo Coordinated Public Transit-Human Services Plan Update</u></b>				
	NCTC Staff	\$7,135	\$2,167.03	\$4,967.93	30.37%
	Consultant	\$50,000	\$0.00	\$50,000.00	0.00%
<b>2.4</b>	<b><u>Coordination of Regional Planning</u></b>				
	NCTC Staff	\$75,586	\$18,287.45	\$57,298.33	24.19%
	Indirect	\$16,678	\$2,664.35	\$14,013.20	15.98%
	Rural Counties Task Force	\$2,000	\$1,000.00	\$1,000.00	50.00%
	Statewide Local Streets and Roads Needs Assessment	\$593	\$593.00	\$0.00	100.00%
<b>2.4.2</b>	<b><u>Airport Land Use Commission Planning &amp; Reviews</u></b>				
	NCTC Staff	\$10,040	\$988.90	\$9,051.32	9.85%
	ALUC Reviews	\$15,000	\$0.00	\$15,000.00	0.00%
	Contingency	\$7,318		\$7,318.21	0.00%
	<b>TOTAL ALL WORK ELEMENTS</b>	<b>\$1,232,948</b>	<b>\$239,085.71</b>	<b>\$993,861.88</b>	<b>19.39%</b>

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

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

**OCTOBER**

**REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)**

Cash Balance 10/01/19	\$456,083.51
Additions	\$392,368.14
Deductions	<u>\$0.00</u>
Cash Balance 10/31/19	\$848,451.65

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

JURISDICTION	RTMF COLLECTED/ EXPENDED 2000/01 - 2018/19	RTMF COLLECTED/ EXPENDED 2019/20	TOTAL RTMF COLLECTED /EXPENDED
Grass Valley	\$2,193,140.06	\$452,543.35	\$2,645,683.41
Nevada City	\$125,645.00	\$0.00	\$125,645.00
Nevada County	\$3,909,593.43	\$349,824.79	\$4,259,418.22
Total	\$6,228,378.49	\$802,368.14	\$7,030,746.63
Interest	\$182,772.77	\$2,870.03	\$185,642.80
Expenditures	\$5,957,937.79	\$0.00	\$5,957,937.79
<b>TOTAL</b>	<b>\$453,213.48</b>	<b>\$805,238.17</b>	<b>\$1,258,451.65</b>

**RTMF ALLOCATIONS**

	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION AS OF 7/1/19	EXPENDED YTD	BALANCE
5/15/19 Reso 19-20	NCTC RTMF Administration	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
3/16/11 Reso 11-15 9/19/18 Reso 18-38	Grass Valley Dorsey Drive Interchange \$223,071.84 rescinded	\$4,386,462.84	\$1,260,261.54	\$3,126,201.30	\$0.00	\$3,126,201.30
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,260,261.54	\$3,126,201.30	\$0.00	\$3,126,201.30
7/19/17 Reso 17-29	Grass Valley East Main Street/Bennett Street Intersection	\$1,500,000.00	\$1,026,057.28	\$473,942.72	\$0.00	\$473,942.72
<b>TOTAL</b>		<b>\$5,891,462.84</b>	<b>\$2,286,318.82</b>	<b>\$3,605,144.02</b>	<b>\$0.00</b>	<b>\$3,605,144.02</b>

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

**OCTOBER**

**STATE TRANSIT ASSISTANCE FUND (6357)**

Cash Balance 10/01/19	\$2,156,295.78
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 10/31/19	\$2,156,295.78
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$2,143,242.02
Estimated STA Revenue	\$915,950.00
AMOUNT TO BE ALLOCATED	\$3,059,192.02
 Total Approved Allocations	 <u>\$193,047.00</u>
BALANCE Available for Allocation	\$2,866,145.02

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-21	Nevada County Transit/Paratransit Services	\$31,898.00	\$0.00	\$31,898.00
7/17/19 19-24	Truckee Transit/Paratransit Services	\$161,149.00	\$0.00	\$161,149.00
	TOTAL	\$193,047.00	\$0.00	\$193,047.00



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

**OCTOBER**

**REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492 )**

Cash Balance 10/01/19	\$3,866,242.44
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 10/31/19	\$3,866,242.44
<u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$3,841,081.30
Estimated RSTP Revenue	<u>\$0.00</u>
AMOUNT TO BE ALLOCATED	\$3,841,081.30
Total Amount of Approved Allocations	<u>\$2,911,789.00</u>
BALANCE Available for Allocation	\$929,292.30

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY	BALANCE
3/21/18 18-12	GV 2018 Street Rehab \$260,227 reallocated to Wolf Creek Trail Reso 18-39	\$686,909.00	\$0.00	\$426,682.00	\$0.00	\$426,682.00
9/19/18 18-39	GV Wolf Creek Trail Phase 1	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$400,000.00
5/15/19 19-11	Nev Co 2019/20 Drainage & Shoulder Maintenance	\$152,484.00	\$0.00	\$152,484.00	\$0.00	\$152,484.00
5/15/19 19-11	Nev Co 2019/20 General Maintenance	\$1,189,449.00	\$0.00	\$1,189,449.00	\$0.00	\$1,189,449.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road	\$160,000.00	\$0.00	\$160,000.00	\$0.00	\$160,000.00
5/15/19 19-11	Nev Co 2019/20 Combie Road Corridor Improvements	\$583,174.00	\$0.00	\$583,174.00	\$0.00	\$583,174.00
	<b>TOTAL</b>	<b>\$3,172,016.00</b>	<b>\$0.00</b>	<b>\$2,911,789.00</b>	<b>\$0.00</b>	<b>\$2,911,789.00</b>



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

**NOVEMBER**

**TOWN OF TRUCKEE (5805) LTF**

16.62%

Cash Balance 11/01/19	\$314,980.03
Additions	\$40,791.04
Deductions	<u>\$0.00</u>
Cash Balance 11/30/19	\$355,771.07
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$475,044.12
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$537,997.00</u>
AMOUNT TO BE ALLOCATED	\$1,013,041.12
 Total Amount of Approved Allocations	 <u>\$537,997.00</u>
BALANCE Available for Allocation	\$475,044.12

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-24	Transit/Paratransit Operations	\$537,997.00	\$268,998.50	\$268,998.50

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

**PEDESTRIAN AND BIKE (5806) LTF  
 2.00%**

Cash Balance 11/01/19	\$265,442.49
Additions	\$5,273.70
Deductions	<u>\$125,000.00</u>
Cash Balance 11/30/19	\$145,716.19

Budget and Allocations

Fund Balance 6/30/19	\$249,486.57
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$69,555.00</u>
AMOUNT TO BE ALLOCATED	\$319,041.57
Total Amount of Approved Allocations	<u>\$125,000.00</u>
BALANCE Available for Allocation	\$194,041.57

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

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

**NEVADA COUNTY (5807) LTF**  
 67.32%

Cash Balance 11/01/19	\$3,403,188.42
Additions	\$165,256.57
Deductions	<u>\$0.00</u>
Cash Balance 11/30/19	\$3,568,444.99
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$4,128,939.44
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$2,179,587.00</u>
AMOUNT TO BE ALLOCATED	\$6,308,526.44
 Total Amount of Approved Allocations	 <u>\$2,369,597.00</u>
BALANCE Available for Allocation	\$3,938,929.44

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-21	Transit/Paratransit Operations	\$2,369,597.00	\$1,184,798.50	\$1,184,798.50

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

**GRASS VALLEY (5808) LTF**

12.91%

Cash Balance 11/01/19	\$0.00
Additions	\$31,694.09
Deductions	<u>\$31,694.09</u>
Cash Balance 11/30/19	\$0.00

Budget and Allocations

Fund Balance 6/30/19	\$53,594.35
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$418,017.00</u>
AMOUNT TO BE ALLOCATED	\$471,611.35
 Total Amount of Approved Allocations	 <u>\$485,621.00</u>
BALANCE Available for Allocation	-\$14,009.65

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19    19-22	Transit/Paratransit Operations	\$485,621.00	\$168,279.31	\$317,341.69

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

**NEVADA CITY (5809) LTF**

3.16%

Cash Balance 11/01/19	\$0.00
Additions	\$7,749.16
Deductions	<u>\$7,749.16</u>
Cash Balance 11/30/19	\$0.00

Budget and Allocations

Fund Balance 6/30/19	\$13,325.75
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$102,204.00</u>
AMOUNT TO BE ALLOCATED	\$115,529.75

Total Amount of Approved Allocations	<u>\$118,995.00</u>
BALANCE Available for Allocation	-\$3,465.25

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19    19-23	Transit/Paratransit Operations	\$118,995.00	\$41,366.04	\$77,628.96

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

**COMMUNITY TRANSIT SERVICES (5810) LTF**

5.00%

Cash Balance 11/01/19	\$113,803.53
Additions	\$12,920.57
Deductions	<u>\$0.00</u>
Cash Balance 11/30/19	\$126,724.10

Budget and Allocations

Fund Balance 6/30/19	\$121,784.36
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$170,411.00</u>
AMOUNT TO BE ALLOCATED	\$292,195.36

Total Amount of Approved Allocations	<u>\$170,411.00</u>
BALANCE Available for Allocation	\$121,784.36

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-21	Nevada County Paratransit Operations	\$141,742.00	\$35,435.50	\$106,306.50
7/17/19 19-24	Truckee Paratransit Operations	\$28,669.00	\$7,167.25	\$21,501.75
	<b>TOTAL</b>	<b>\$170,411.00</b>	<b>\$42,602.75</b>	<b>\$127,808.25</b>



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

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

Cash Balance 11/01/19	\$80,214.66
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 11/30/19	\$80,214.66
Amount Approved for Projects	\$66,927.34
Interest Accrued*	<u>\$13,287.32</u>
Total Available	\$80,214.66

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

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

Nevada County Transportation Commission  
Monthly Financial Report FY 2019/20

**NOVEMBER**

**NCTC Administration & Planning (6327)**

Cash Balance 11/01/19	\$117,300.59
Additions	\$47,811.05
Deductions	<u>\$116,113.53</u>
Cash Balance 11/30/19	\$48,998.11

**BUDGET: Estimated Revenue & Allocations**

Fund Balance 6/30/19	\$137,906
Estimated Revenue	<u>\$1,232,948</u>
<b>AVAILABLE FOR ALLOCATION</b>	<b>\$1,370,854</b>
Total of Approved Allocations	<u>\$1,232,948</u>
<b>BALANCE AVAILABLE FOR ALLOCATION</b>	<b>\$137,906</b>

W.E.	DESCRIPTION	Allocation	YTD Activity	Balance	% Expended
<b>1.1</b>	<b><u>General Services</u></b>				
	NCTC Staff	\$174,914	\$69,887.07	\$105,027.15	39.96%
	Indirect	\$34,068	\$10,484.59	\$23,583.81	30.78%
	Consultant Human Resources	\$5,000	\$0.00	\$5,000.00	0.00%
<b>1.2</b>	<b><u>TDA Admin.</u></b>				
	NCTC Staff	\$178,809	\$69,237.98	\$109,571.42	38.72%
	Indirect	\$34,827	\$10,229.56	\$24,597.51	29.37%
	Fiscal Audit	\$43,740	\$16,500.00	\$27,240.00	37.72%
<b>2.1</b>	<b><u>Regional Transportation Plan</u></b>				
	NCTC Staff	\$97,336	\$28,391.22	\$68,945.02	29.17%
	Indirect	\$21,165	\$3,783.91	\$17,381.20	17.88%
	Traffic Engineering	\$25,000	\$0.00	\$25,000.00	0.00%
	Local Agency	\$30,000	\$2,631.66	\$27,368.34	8.77%
	Traffic Counts	\$19,011	\$11,775.75	\$7,235.01	61.94%
<b>2.1.2</b>	<b><u>RTP Implementation VMT Thresholds</u></b>				
	NCTC Staff	\$1,970	\$1,466.31	\$504.05	74.42%
	Consultant	\$38,173	\$10,056.19	\$28,116.95	26.34%
<b>2.1.4</b>	<b><u>Truckee Big Data Daily VMT Analysis</u></b>				
	NCTC Staff	\$9,359	\$1,435.46	\$7,924.03	15.34%
	Consultant	\$36,942	\$0.00	\$36,942.00	0.00%
<b>2.2</b>	<b><u>Transportation Improvement Program</u></b>				
	NCTC Staff	\$56,614	\$18,320.78	\$38,292.75	32.36%
	Indirect	\$14,051	\$3,145.66	\$10,905.02	22.39%
<b>2.2.2</b>	<b><u>GV SR 174-20 Intersection Analysis</u></b>				
	NCTC Staff	\$7,763	\$2,721.57	\$5,041.22	35.06%
	Consultant	\$41,961	\$8,219.40	\$33,741.27	19.59%
<b>2.2.3</b>	<b><u>Nevada City SR 49 Multimodal Corridor Plan</u></b>				
	NCTC Staff	\$7,763	\$6,782.05	\$980.74	87.37%
	Consultant	\$25,347	\$20,172.25	\$5,175.22	79.58%
<b>2.3</b>	<b><u>Transit &amp; Paratransit Programs</u></b>				
	NCTC Staff	\$42,644	\$11,944.74	\$30,698.87	28.01%
	Indirect	\$11,724	\$2,229.60	\$9,494.59	19.02%
<b>2.3.1</b>	<b><u>Western Nevada County Transit Development Plan</u></b>				
	NCTC Staff	\$10,416	\$4,093.61	\$6,322.27	39.30%
	Consultant	\$80,000	\$0.00	\$80,000.00	0.00%
<b>2.3.2</b>	<b><u>NevCo Coordinated Public Transit-Human Services Plan Update</u></b>				
	NCTC Staff	\$7,135	\$3,096.96	\$4,038.00	43.41%
	Consultant	\$50,000	\$0.00	\$50,000.00	0.00%
<b>2.4</b>	<b><u>Coordination of Regional Planning</u></b>				
	NCTC Staff	\$75,586	\$29,957.83	\$45,627.95	39.63%
	Indirect	\$16,678	\$3,802.22	\$12,875.33	22.80%
	Rural Counties Task Force	\$2,000	\$1,000.00	\$1,000.00	50.00%
	Statewide Local Streets and Roads Needs Assessment	\$593	\$593.00	\$0.00	100.00%
<b>2.4.2</b>	<b><u>Airport Land Use Commission Planning &amp; Reviews</u></b>				
	NCTC Staff	\$10,040	\$2,239.87	\$7,800.35	22.31%
	ALUC Reviews	\$15,000	\$0.00	\$15,000.00	0.00%
	Contingency	\$7,318		\$7,318.21	0.00%
	<b>TOTAL ALL WORK ELEMENTS</b>	<b>\$1,232,948</b>	<b>\$354,199.24</b>	<b>\$878,748.28</b>	<b>28.73%</b>

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

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

**NOVEMBER**

**REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)**

Cash Balance 11/01/19	\$848,451.65
Additions	\$0.00
Deductions	<u>\$150.00</u>
Cash Balance 11/30/19	\$848,301.65

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

JURISDICTION	RTMF COLLECTED/ EXPENDED 2000/01 - 2018/19	RTMF COLLECTED/ EXPENDED 2019/20	TOTAL RTMF COLLECTED /EXPENDED
Grass Valley	\$2,193,140.06	\$452,393.35	\$2,645,533.41
Nevada City	\$125,645.00	\$0.00	\$125,645.00
Nevada County	\$3,909,593.43	\$349,824.79	\$4,259,418.22
Total	\$6,228,378.49	\$802,218.14	\$7,030,596.63
Interest	\$182,772.77	\$2,870.03	\$185,642.80
Expenditures	\$5,957,937.79	\$0.00	\$5,957,937.79
<b>TOTAL</b>	<b>\$453,213.48</b>	<b>\$805,088.17</b>	<b>\$1,258,301.65</b>

**RTMF ALLOCATIONS**

	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION AS OF 7/1/19	EXPENDED YTD	BALANCE
5/15/19 Reso 19-20	NCTC RTMF Administration	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
3/16/11 Reso 11-15 9/19/18 Reso 18-38	Grass Valley Dorsey Drive Interchange \$223,071.84 rescinded	\$4,386,462.84	\$1,260,261.54	\$3,126,201.30	\$0.00	\$3,126,201.30
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,260,261.54	\$3,126,201.30	\$0.00	\$3,126,201.30
7/19/17 Reso 17-29	Grass Valley East Main Street/Bennett Street Intersection	\$1,500,000.00	\$1,026,057.28	\$473,942.72	\$0.00	\$473,942.72
<b>TOTAL</b>		<b>\$5,891,462.84</b>	<b>\$2,286,318.82</b>	<b>\$3,605,144.02</b>	<b>\$0.00</b>	<b>\$3,605,144.02</b>

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

**STATE TRANSIT ASSISTANCE FUND (6357)**

Cash Balance 11/01/19	\$2,156,295.78
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 11/30/19	\$2,156,295.78
 <u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$2,143,242.02
Estimated STA Revenue	\$915,950.00
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DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
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7/17/19 19-24	Truckee Transit/Paratransit Services	\$161,149.00	\$0.00	\$161,149.00
	TOTAL	\$193,047.00	\$0.00	\$193,047.00

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

**NOVEMBER**

**REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492 )**

Cash Balance 11/01/19	\$3,866,242.44
Additions	\$0.00
Deductions	<u>\$826,682.00</u>
Cash Balance 11/30/19	\$3,039,560.44
<u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$3,841,081.30
Estimated RSTP Revenue	<u>\$0.00</u>
AMOUNT TO BE ALLOCATED	\$3,841,081.30
Total Amount of Approved Allocations	<u>\$2,911,789.00</u>
BALANCE Available for Allocation	\$929,292.30

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY	BALANCE
3/21/18 18-12	GV 2018 Street Rehab \$260,227 reallocated to Wolf Creek Trail Reso 18-39	\$686,909.00	\$0.00	\$426,682.00	\$0.00	\$426,682.00
9/19/18 18-39	GV Wolf Creek Trail Phase 1	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$400,000.00
5/15/19 19-11	Nev Co 2019/20 Drainage & Shoulder Maintenance	\$152,484.00	\$0.00	\$152,484.00	\$0.00	\$152,484.00
5/15/19 19-11	Nev Co 2019/20 General Maintenance	\$1,189,449.00	\$0.00	\$1,189,449.00	\$0.00	\$1,189,449.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road	\$160,000.00	\$0.00	\$160,000.00	\$0.00	\$160,000.00
5/15/19 19-11	Nev Co 2019/20 Combie Road Corridor Improvements	\$583,174.00	\$0.00	\$583,174.00	\$0.00	\$583,174.00
	<b>TOTAL</b>	<b>\$3,172,016.00</b>	<b>\$0.00</b>	<b>\$2,911,789.00</b>	<b>\$826,682.00</b>	<b>\$2,085,107.00</b>

JAN ARBUCKLE – Grass Valley City Council  
 ANDREW BURTON – Member-At-Large, Vice Chair  
 CAROLYN WALLACE DEE – Town of Truckee  
 ANN GUERRA – Member-At-Large, Chair  
 SUSAN HOEK – Nevada County Board of Supervisors  
 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 December 18, 2019

A special meeting of the Nevada County Transportation Commission (NCTC) was held on Wednesday, December 18, 2019 in the Nevada County Board of Supervisors Chambers, 950 Maidu Avenue, Nevada City, California. Notice of the meeting was posted 72 hours in advance. The meeting was scheduled for 9:30 a.m.

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

Members Absent:     None

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 Guerra convened the Nevada County Transportation Commission meeting at 9:50 a.m.

Pledge of Allegiance  
 Roll Call

PUBLIC COMMENT: None

### CONSENT ITEMS

- Agenda Item 3: Proposed 2020 NCTC Meeting Schedule – pulled from Consent Items
1.     Financial Reports  
       August 2019 and September 2019
  2.     NCTC Minutes  
       September 18, 2019 NCTC Meeting Minutes

4. Western Nevada County Regional Transportation Mitigation Fee (RTMF) Program Annual Report for FY 2018/19  
Approve Report
5. Nevada County Subrecipient Agreement Amendment 1 Correction  
Resolution 19-40

**ACTION: Approved Consent Items with exclusion of Agenda Item 3.**

**MOTION: Scofield / SECOND: Strawser**

**AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield, Strawser (unanimous)**

**ABSTAIN: None**

**ABSENT: None**

3. Proposed 2020 NCTC Meeting Schedule  
The January 22, 2020 meeting was changed to January 29, 2020.

**ACTION: Approved updated Proposed 2020 Meeting Schedule**

**MOTION: Scofield / SECOND: Strawser**

**AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield, Strawser (unanimous)**

**ABSTAIN: None**

**ABSENT: None**

#### INFORMATIONAL ITEMS

6. Correspondence:
  - A. Philip Carville, Save Highway 174, Open Letter to the California Transportation Commission, File 1200.6, 9/18/19.
  - B. Thomas L. Brannon, Deputy District Director, Division of Maintenance and Traffic Operations, California Department of Transportation, Caltrans Letter to Philip Carville in response to letter dated 9/18/19, File 1200.6, 10/21/19.

There were no questions or comments on the Correspondence.

**ACTION: None – Information only.**

7. Executive Director's Report
  - Zero Traffic Fatalities Task Force

Executive Director Landon said the Zero Traffic Fatalities Task Force is currently preparing a draft report for the legislature.

**ACTION: None – Information only.**

8. Project Status Reports

A. Caltrans Project Report

Caltrans District 3 Project Manager Sam Vandell reviewed the November Caltrans Project Status Report. In response to questions from the Commission, Mr. Vandell said he would look into issues involving separation cracks and holes on westbound Highway 80 on the summit, the thinning of trees at the Banner Mountain overcrossing, and the deep channels in the lanes on Highway 80 at the summit that are a concern for motorcyclists. Commissioner Strawser offered that people would be willing to give input on the issues of shouldering, guardrails and rumble strips for upcoming construction projects. Deputy Executive Director Mike Woodman said NCTC staff could facilitate a meeting with Caltrans to review the Active Transportation Program projects and go over concerns and design aspects.

**ACTION: None – Information only.**

ACTION ITEMS

9. PUBLIC HEARING: FY 2019/20 Regional Transportation Improvement Program

Executive Director Landon said 75% of the state funding goes to the Regional Improvement Program and 25% of the state funding goes to the Interregional Improvement Program managed by Caltrans. Staff recommends projects for 2020 including \$900,000 additional funding for the SR 49 Widening Project and \$299,000 for developing programs and projects. There were no comments made during the Public Hearing.

**ACTION: Adopted Resolution 19-41**

**MOTION: Arbuckle / SECOND: Hoek**

**AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield, Strawser (unanimous)**

**ABSTAIN: None**

**ABSENT: None**

10. Fehr & Peers Presentation: SB 743 Vehicle Miles Traveled Methodology and Thresholds Recommendations Draft Report

Deputy Executive Director Woodman gave a presentation of the draft report. The Senate Bill Vehicle Miles Traveled Implementation Draft Report is available on the NCTC website, <http://www.nctc.ca.gov/Projects/SB-743-VMT/index.html>.

Mr. Woodman stated that beginning July 1, 2020, transportation analysis for California Environmental Quality Act (CEQA) must be based on Vehicle Miles Traveled. Executive Director Landon explained that under SB 743, the jurisdictions will now need to develop a new threshold in their environmental documents to describe how they are addressing the impacts of travel. Mr. Woodman said under Vehicle Miles Traveled, congestion is no longer considered an impact for CEQA, and that it is more challenging to mitigate VMT in rural settings. Each of the jurisdictions will be provided a copy of the final report when it is completed, and will work with their planning departments and legal counsels to move forward with crafting and adopting their own methodologies and thresholds. This study provides



recommended thresholds for their consideration, but the jurisdictions can adopt a modified version of these recommendations, allowing each area to develop a plan that will work with their general plans. Mr. Woodman said Level of Service policy is still part of the general plan so developers can still make improvements related to Level of Service.

**ACTION: Comments accepted.**

11A. GHD Presentation: Nevada City SR 49 Multimodal Corridor Plan Final Report  
Resolution 19-42

GHD Project Manager Jim Damkowitch gave a presentation on the Nevada City SR 49 Multimodal Corridor Plan. He commented on the public input process and involvement of the Federal Highway Administration in the creation of the plan, and the focus on making the plan competitive for upcoming grant applications. He said most of the public comments related to the intersections on Highway 49 with both Highway 20 and Cement Hill. The plan includes safer access for pedestrians and bikes to Hirschman Trail. Public comments indicated people would use the corridor for biking and walking more if it were made safer. Mr. Damkowitch indicated their number one goal was pedestrian safety, and the treatments used in the plan are geared toward that goal, and will allow motorists to have more awareness of pedestrians.

Public comment: Mark Nix of Nevada City commented the Class I bike path that ends at the Rood Center should go all the way to Hirschman Pond parking lot or even to the next crossing. Mr. Landon commented there is an informal trail along the southern edge of the Rood Center, and staff could work with the county to develop that trail to route users around the Rood Center.

Jim Day from Caltrans Local Assistance said a similar project on Highway 49 in Auburn was funded with Active Transportation Program (ATP) funds and CMAQ funds. Placer County Transportation Planning Agency (PCTPA) submitted the ATP application and are currently in design. PCTPA partnered with Placer County Public Health for the Safe Routes to School portion of the project, and also did a cooperative agreement with Caltrans to address the bike and pedestrian improvements. He said this is a model project for NCTC staff to look at, and the application is available on the California Transportation Commission website.

Executive Director Landon said staff would bring an amendment to this contract to the next Commission meeting to extend the agreement in order to prepare a dual grant application for Highway Safety Improvement Plan (HSIP) funding as well as ATP funding that will both have a call for projects this spring. Commissioner Strawser thanked everyone for their work on this project and said it will improve safety and quality of life in the area and will have a big impact.

**ACTION: Adopted Resolution 19-42**

**MOTION: Strawser / SECOND: Burton**

**AYES: Arbuckle, Burton, Dee, Guerra, Hoek, Scofield, Strawser (unanimous)**

**ABSTAIN: None**

**ABSENT: None**

11B. GHD Presentation: Recommended Improvement Concept at the SR 174/20 Intersection Analysis

GHD Project Manager Todd Tregenza gave a presentation on the SR 174/20 Intersection Analysis. He said the study triangle area of Neil Street, Tinloy Street, Hansen Way, Colfax Avenue, South Auburn Street and Highway 49/20 has a history of collisions and near misses, so the focus of the study is safety and operations related. He said there is a desire to make it safe as well as attractive. The plan includes a Class II buffered bike lane, pedestrian sidewalks, and a shared use path for both pedestrian and bicycle traffic. It improves the traffic flow in front of Grass Valley Charter School at Hennessey and avoids the backup of traffic from the highway offramp. It also provides parking and good pedestrian access for events such as Cornish Christmas and Thursday Night Market. There will be activated beacons near the school to alert motorists of pedestrians. Commissioner Arbuckle raised the concern of the safety issue involving parents dropping off and picking up students at the school. Mr. Tregenza commented the plan would be an improvement over the conditions existing today, but they can look at additional features to increase the safety at that location such as controlled crossings. The plan includes landscaping opportunities and aesthetic improvements that will help travelers navigate through the area.

Executive Director Landon said staff will bring a recommendation to develop a grant application for Active Transportation Program funding.

**ACTION: Comments accepted.**

*\*At this point, Commissioner Burton left the meeting.*

12. Amendment 2 to the FY 2019/20 Overall Work Program  
Resolution 19-43

Executive Director Landon said Amendment 2 would fund updates to the Regional Traffic Model, the Regional Mitigation Fee Program, and the Regional Transportation Plan.

**ACTION: Adopted Resolution 19-43**

**MOTION: Strawser / SECOND: Hoek**

**AYES: Arbuckle, Dee, Guerra, Hoek, Scofield, Strawser**

**ABSTAIN: None**


**ABSENT: Burton**

COMMISSION ANNOUNCEMENTS: There were no additional announcements.

SCHEDULE FOR NEXT MEETING: The next regularly scheduled meeting of the NCTC will be January 29, 2020, at the Grass Valley City Hall Council Chambers, 125 East Main Street, Grass Valley, California, starting at 9:30 a.m.

ADJOURNMENT OF MEETING

Chair Guerra called for a motion to adjourn the meeting. Commissioner Strawser made a motion to adjourn. Commissioner Arbuckle seconded the motion. The meeting was adjourned at 11:32 a.m.

Respectfully submitted by:   
\_\_\_\_\_  
Carol Lynn, Administrative Assistant

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission



**BETTY T. YEE**  
California State Controller

November 21, 2019

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

**SUBJECT: Reissuance of the fiscal year 2019-20 State Transit Assistance Allocation Estimate**

The State Controller's Office (SCO) is issuing a revision to the allocations stated in the summary schedule of State Transit Assistance (STA) funds estimated for fiscal year (FY) 2019-20, which was originally released on August 1, 2019. This revision includes a correction to previous estimates for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Enclosed is a schedule detailing the amount of the PUC section 99314 allocation for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the governor's Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to SCO per PUC section 99243. PUC section 99314.3 requires each TPA to allocate funds to the STA-eligible operators in its jurisdiction.

According to the FY 2019-20 California Budget, the estimated amount of STA funds budgeted is \$696,519,000. SCO anticipates the first quarter's allocation will be paid in December 2019. The adjustments were necessary due to clerical issues identified in certain transit agency reports. The SCO team understands the inconvenience this may cause and is taking steps to prevent this from recurring.

We appreciate your patience with this correction. If you have any questions, please contact Evelyn Calderon-Yee at [ecalderonyee@sco.ca.gov](mailto:ecalderonyee@sco.ca.gov) or 916-324-5919.

Sincerely,

EVELYN CALDERON-YEE  
Bureau Chief  
Bureau of Payments

Enclosures

**STATE CONTROLLER'S OFFICE**  
**2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE**  
**SUMMARY**  
**REVISED**  
**NOVEMBER 21, 2019**

Regional Entity	PUC 99313		PUC 99313		PUC 99314 Fiscal Year 2019-20 Estimate	Total Fiscal Year 2019-20 Estimate
	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Fiscal Year 2019-20 Estimate	Funds from RTC sections 6051.8(b), and 6201.8(b)	Fiscal Year 2019-20 Estimate		
	<b>A</b>		<b>B</b>		<b>C</b>	<b>D= (A+B+C)</b>
Metropolitan Transportation Commission	\$ 37,206,095	\$	30,683,866	\$	186,228,565	\$ 254,118,526
Sacramento Area Council of Governments	9,293,379		7,664,249		6,060,936	23,018,564
San Diego Association of Governments	4,633,699		3,821,412		2,027,658	10,482,769
San Diego Metropolitan Transit System	11,388,336		9,391,960		8,920,889	29,701,185
Tahoe Regional Planning Agency	506,395		417,624		37,598	961,617
Alpine County Transportation Commission	5,555		4,581		358	10,494
Amador County Transportation Commission	183,051		150,962		13,302	347,315
Butte County Association of Governments	1,082,541		892,772		110,654	2,085,967
Calaveras County Local Transportation Commission	215,666		177,860		5,197	398,723
Colusa County Local Transportation Commission	105,723		87,189		6,510	199,422
Del Norte County Local Transportation Commission	130,981		108,020		9,286	248,287
El Dorado County Local Transportation Commission	815,857		672,837		104,906	1,593,600
Fresno County Council of Governments	4,867,343		4,014,098		1,036,248	9,917,689
Glenn County Local Transportation Commission	139,255		114,844		7,023	261,122
Humboldt County Association of Governments	646,912		533,508		329,564	1,509,984
Imperial County Transportation Commission	909,500		750,064		137,764	1,797,328
Inyo County Local Transportation Commission	88,877		73,297		0	162,174
Kern Council of Governments	4,380,834		3,612,874		570,753	8,564,461
Kings County Association of Governments	734,757		605,954		60,157	1,400,868
Lake County/City Council of Governments	311,049		256,522		33,696	601,267
Lassen County Local Transportation Commission	144,121		118,857		10,105	273,083
Los Angeles County Metropolitan Transportation Authority	49,014,285		40,422,080		116,703,373	206,139,738
Madera County Local Transportation Commission	762,606		628,921		32,718	1,424,245
Mariposa County Local Transportation Commission	86,368		71,227		4,206	161,801
Mendocino Council of Governments	425,476		350,890		63,414	839,780
Merced County Association of Governments	1,352,438		1,115,355		225,296	2,693,089
Modoc County Local Transportation Commission	45,899		37,853		7,185	90,937
Mono County Local Transportation Commission	65,087		53,677		183,906	302,670
Transportation Agency for Monterey County	2,129,145		1,755,906		1,345,357	5,230,408
<b>Nevada County Local Transportation Commission</b>	<b>472,776</b>		<b>389,898</b>		<b>47,290</b>	<b>909,964</b>
Orange County Transportation Authority	15,404,019		12,703,694		9,133,178	37,240,891
Placer County Transportation Planning Agency	1,491,053		1,229,671		390,443	3,111,167
Plumas County Local Transportation Commission	94,547		77,973		13,330	185,850
Riverside County Transportation Commission	11,664,155		9,619,429		3,573,440	24,857,024
Council of San Benito County Governments	297,784		245,583		10,380	553,747
San Bernardino County Transportation Authority	10,479,056		8,642,077		3,510,461	22,631,594
San Joaquin Council of Governments	3,682,555		3,037,003		1,741,222	8,460,780
San Luis Obispo Area Council of Governments	1,340,320		1,105,362		183,886	2,629,568
Santa Barbara County Association of Governments	2,173,022		1,792,091		1,097,021	5,062,134
Santa Cruz County Transportation Commission	1,313,924		1,083,593		2,225,207	4,622,724
Shasta Regional Transportation Agency	854,562		704,757		101,674	1,660,993
Sierra County Local Transportation Commission	15,359		12,666		1,308	29,333
Siskiyou County Local Transportation Commission	213,118		175,759		12,605	401,482
Stanislaus Council of Governments	2,671,969		2,203,573		298,644	5,174,186
Tehama County Transportation Commission	307,779		253,826		11,202	572,807
Trinity County Transportation Commission	65,431		53,961		5,246	124,638
Tulare County Association of Governments	2,290,227		1,888,750		363,213	4,542,190
Tuolumne County Transportation Council	260,948		215,204		14,809	490,961
Ventura County Transportation Commission	4,094,666		3,376,871		1,248,317	8,719,854
<b>State Totals</b>	<b>\$ 190,858,500</b>	<b>\$</b>	<b>157,401,000</b>	<b>\$</b>	<b>348,259,500</b>	<b>\$ 696,519,000</b>

**STATE CONTROLLER'S OFFICE**  
**2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**REVISED**  
**NOVEMBER 21, 2019**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2019-20 Estimate <b>A</b>	Funds from RTC sections 6051.8(b), and 6201.8(b) Fiscal Year 2019-20 Estimate <b>B</b>	Total Fiscal Year 2019-20 Estimate <b>C= (A+B)</b>
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,759,425	100,787	83,119	183,906
Transportation Agency for Monterey County Monterey-Salinas Transit	20,186,410	737,303	608,054	1,345,357
<b>Nevada County Local Transportation Commission</b>				
County of Nevada	390,192	14,252	11,753	26,005
City of Truckee	319,369	11,665	9,620	21,285
Regional Entity Totals	709,561	25,917	21,373	47,290
Orange County Transportation Authority				
City of Laguna Beach	2,405,038	87,843	72,444	160,287
Orange County Transportation Authority	86,018,663	3,141,806	2,591,048	5,732,854
Regional Entity Subtotals	88,423,701	3,229,649	2,663,492	5,893,141
Orange County Transportation Authority - Corresponding to SCRRRA***	NA	1,775,655	1,464,382	3,240,037
Regional Entity Totals	88,423,701	5,005,304	4,127,874	9,133,178
Placer County Transportation Planning Agency				
City of Auburn	21,850	798	658	1,456
County of Placer	4,593,182	167,765	138,355	306,120
City of Roseville	1,243,374	45,414	37,453	82,867
Regional Entity Totals	5,858,406	213,977	176,466	390,443
Plumas County Local Transportation Commission				
County of Plumas	112,493	4,109	3,389	7,498
County Service Area 12 - Specialized Service	87,506	3,196	2,636	5,832
Regional Entity Totals	199,999	7,305	6,025	13,330
Riverside County Transportation Commission				
City of Banning	215,749	7,880	6,499	14,379
City of Beaumont	239,445	8,746	7,213	15,959
City of Corona	372,538	13,607	11,222	24,829
Palo Verde Valley Transit Agency	119,828	4,377	3,609	7,986
City of Riverside - Specialized Service	443,069	16,183	13,346	29,529
Riverside Transit Agency	16,090,992	587,719	484,692	1,072,411
Sunline Transit Agency	12,451,750	454,797	375,071	829,868
Regional Entity Subtotals	29,933,371	1,093,309	901,652	1,994,961
Riverside County Transportation Commission - Corresponding to SCRRRA***	NA	865,062	713,417	1,578,479
Regional Entity Totals	29,933,371	1,958,371	1,615,069	3,573,440
Council of San Benito County Governments				
San Benito County Local Transportation Authority	155,747	5,689	4,691	10,380

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE FY 2019/20**  
**STATE TRANSIT ASSISTANCE FUND ALLOCATION ESTIMATE SUMMARY November 21, 2019**

Jurisdiction	Estimated Population	Population %	PUC 99313 Funds from RTC sections 7102(a)(3), 6051.8 (a), and 6201.8(a)	PUC 99313 Funds from RTC sections 6051.8(b), and 6201.8(b) (a)	PUC 99314	Total Fiscal Year 2019-20 Estimate
NCTC			\$472,776.00	\$389,898.00		\$862,674.00
Grass Valley	12,769	12.91%			0*	
Nevada City	3,122	3.16%			0*	
Truckee	16,434	16.62%			\$21,285.00	\$21,285.00
Nevada County	66,579	67.32%			\$26,005.00	\$26,005.00
Total	98,904	100.00%			\$47,290.00	\$909,964.00

Population estimates were taken from NCTC Resolution 19-09, May 15, 2019

STA amounts were taken from the State Transit Assistance Fund Allocation Estimate prepared by the Office of the State Controller 11/21/2019.

\* The portion of funds available to Grass Valley and Nevada City are included with Nevada County funds, because Nevada County is the transit operator for the current Joint Powers Agreement.



**BETTY T. YEE**  
**California State Controller**

November 21, 2019

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

**SUBJECT: Reissuance of the fiscal year 2019-20 State of Good Repair Program  
 Allocation Estimate**

The State Controller's Office (SCO) is issuing a revision to the allocations stated in the summary schedule of State of Good Repair (SGR) program funds available to be allocated for fiscal year (FY) 2019-20, which was originally released on August 1, 2019. This revision includes a correction to previous funds available to be allocated for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the governor's Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to SCO per PUC section 99243.

According to the FY 2019-20 California Budget, the estimated amount of SGR funds budgeted is \$107,625,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of projects proposed to be funded to the Department of Transportation (DOT). The DOT reports to the Controller the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates that the first allocation to eligible agencies will be paid in December 2019. The adjustments were necessary due to clerical issues identified in certain transit agency reports. The SCO team understands the inconvenience this may cause and is taking steps to prevent this from recurring.



November 21, 2019

Page 2

We appreciate your patience with this correction. If you have any questions, please contact Evelyn Calderon-Yee at [ecalderonyee@sco.ca.gov](mailto:ecalderonyee@sco.ca.gov) or 916-324-5919. Information for the SGR program can be found at the California Department of Transportation website at: <https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair>.

Sincerely,



EVELYN CALDERON-YEE

Bureau Chief

Bureau of Payments

Enclosures

**STATE CONTROLLER'S OFFICE**  
**2019-20 STATE OF GOOD REPAIR PROGRAM**  
**ESTIMATED AVAILABLE AMOUNT SUMMARY**

**REVISED**  
**NOVEMBER 21, 2019**

<u>Regional Entity</u>	Estimated Available 2019-20 Amount Based on PUC 99313 Allocation	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation	Total Estimated Available 2019-20 Amount Allocation C= (A + B)
	<b>A</b>	<b>B</b>	<b>C= (A + B)</b>
Metropolitan Transportation Commission	\$ 10,490,248	\$ 28,775,741	\$ 39,265,989
Sacramento Area Council of Governments	2,620,265	936,525	3,556,790
San Diego Association of Governments	1,306,470	313,310	1,619,780
San Diego Metropolitan Transit System	3,210,938	1,378,442	4,589,380
Tahoe Regional Planning Agency	142,778	5,810	148,588
Alpine County Transportation Commission	1,567	55	1,622
Amador County Transportation Commission	51,611	2,055	53,666
Butte County Association of Governments	305,222	17,098	322,320
Calaveras County Local Transportation Commission	60,807	803	61,610
Colusa County Local Transportation Commission	29,808	1,006	30,814
Del Norte County Local Transportation Commission	36,930	1,435	38,365
El Dorado County Local Transportation Commission	230,031	16,210	246,241
Fresno County Council of Governments	1,372,346	160,119	1,532,465
Glenn County Local Transportation Commission	39,263	1,085	40,348
Humboldt County Association of Governments	182,397	50,924	233,321
Imperial County Transportation Commission	256,433	21,287	277,720
Inyo County Local Transportation Commission	25,059	0	25,059
Kern Council of Governments	1,235,175	88,192	1,323,367
Kings County Association of Governments	207,164	9,295	216,459
Lake County/City Council of Governments	87,700	5,207	92,907
Lassen County Local Transportation Commission	40,635	1,561	42,196
Los Angeles County Metropolitan Transportation Authority	13,819,564	18,032,819	31,852,383
Madera County Local Transportation Commission	215,016	5,055	220,071
Mariposa County Local Transportation Commission	24,351	650	25,001
Mendocino Council of Governments	119,963	9,799	129,762
Merced County Association of Governments	381,319	34,812	416,131
Modoc County Local Transportation Commission	12,942	1,110	14,052
Mono County Local Transportation Commission	18,352	28,417	46,769
Transportation Agency for Monterey County	600,312	207,882	808,194
<b>Nevada County Local Transportation Commission</b>	<b>133,299</b>	<b>7,307</b>	<b>140,606</b>
Orange County Transportation Authority	4,343,159	1,411,243	5,754,402
Placer County Transportation Planning Agency	420,402	60,330	480,732
Plumas County Local Transportation Commission	26,657	2,059	28,716
Riverside County Transportation Commission	3,288,705	552,162	3,840,867
Council of San Benito County Governments	83,960	1,604	85,564
San Bernardino County Transportation Authority	2,954,567	542,431	3,496,998
San Joaquin Council of Governments	1,038,295	269,052	1,307,347
San Luis Obispo Area Council of Governments	377,903	28,414	406,317
Santa Barbara County Association of Governments	612,683	169,510	782,193
Santa Cruz County Transportation Commission	370,461	343,835	714,296
Shasta Regional Transportation Agency	240,943	15,711	256,654
Sierra County Local Transportation Commission	4,331	202	4,533
Siskiyou County Local Transportation Commission	60,089	1,948	62,037
Stanislaus Council of Governments	753,361	46,146	799,507
Tehama County Transportation Commission	86,778	1,731	88,509
Trinity County Transportation Commission	18,448	811	19,259
Tulare County Association of Governments	645,729	56,124	701,853
Tuolumne County Transportation Council	73,574	2,288	75,862
Ventura County Transportation Commission	1,154,490	192,888	1,347,378
State Totals	\$ 53,812,500	\$ 53,812,500	\$ 107,625,000

**STATE CONTROLLER'S OFFICE**  
**2019-20 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT**  
**BASED ON PUC 99314 ALLOCATION DETAIL**  
**REVISED**  
**NOVEMBER 21, 2019**

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,759,425	28,417
Transportation Agency for Monterey County Monterey-Salinas Transit	20,186,410	207,882
<b>Nevada County Local Transportation Commission</b>		
County of Nevada	390,192	4,018
City of Truckee	319,369	3,289
Regional Entity Totals	709,561	7,307
Orange County Transportation Authority		
City of Laguna Beach	2,405,038	24,767
Orange County Transportation Authority	86,018,663	885,831
Regional Entity Subtotals	88,423,701	910,598
Orange County Transportation Authority - Corresponding to SCRRA***	NA	500,645
Regional Entity Totals	88,423,701	1,411,243
Placer County Transportation Planning Agency		
City of Auburn	21,850	225
County of Placer	4,593,182	47,301
City of Roseville	1,243,374	12,804
Regional Entity Totals	5,858,406	60,330
Plumas County Local Transportation Commission		
County of Plumas	112,493	1,158
County Service Area 12 - Specialized Service	87,506	901
Regional Entity Totals	199,999	2,059
Riverside County Transportation Commission		
City of Banning	215,749	2,222
City of Beaumont	239,445	2,466
City of Corona	372,538	3,836
Palo Verde Valley Transit Agency	119,828	1,234
City of Riverside - Specialized Service	443,069	4,563
Riverside Transit Agency	16,090,992	165,707
Sunline Transit Agency	12,451,750	128,230
Regional Entity Subtotals	29,933,371	308,258
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	243,904
Regional Entity Totals	29,933,371	552,162
Council of San Benito County Governments		
San Benito County Local Transportation Authority	155,747	1,604

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

JAN ARBUCKLE – Grass Valley City Council  
 ANDREW BURTON – Member-At-Large, Vice Chair  
 CAROLYN WALLACE DEE – Town of Truckee  
 ANN GUERRA – Member-At-Large, Chair  
 SUSAN HOEK – Nevada County Board of Supervisors  
 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: 490.5

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Revised Local Transportation Fund Allocation for the City of Grass Valley, Resolution 20-01

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-01 revising the FY 2019/20 Local Transportation Fund (LTF) allocation to the City of Grass Valley.

**BACKGROUND:** As shown in the attached FY 2019/20 Monthly Financial Report for Grass Valley (5808) LTF, the **Balance Available for Allocation** is negative. This negative balance resulted from the actual final LTF payment for FY 2019/20 being lower than the Auditor's Estimate. Therefore, the **Amount to be Allocated** is less than the **Total Amount of Approved Allocations**. The Transportation Development Act (TDA) provides for such an occurrence as follows: "An allocation may be rescinded and revised by the transportation planning agency if an adjustment is proved to be necessary to reconcile the estimates on which the allocation was based with actual figures when these are available" (Public Utilities Code Section 99235).

Resolution 20-01 adjusts the allocation to the City of Grass Valley based on the actual figures for FY 2018/19. Therefore, the previously approved allocation of \$485,621 is reduced by \$14,009.65 for a revised total allocation of \$471,611.35.

attachment

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

**GRASS VALLEY (5808) LTF**  
 12.91%

Cash Balance 11/01/19	\$0.00
Additions	\$31,694.09
Deductions	<u>\$31,694.09</u>
Cash Balance 11/30/19	\$0.00
<u>Budget and Allocations</u>	
Fund Balance 6/30/19	\$53,594.35
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$418,017.00</u>
AMOUNT TO BE ALLOCATED	\$471,611.35
Total Amount of Approved Allocations	<u>\$485,621.00</u>
BALANCE Available for Allocation	-\$14,009.65

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19 19-22	Transit/Paratransit Operations	\$485,621.00	\$168,279.31	\$317,341.69

**RESOLUTION 20-01  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED ALLOCATION OF LOCAL TRANSPORTATION FUNDS (LTF)  
TO CITY OF GRASS VALLEY FOR SUPPORT OF  
TRANSIT/PARATRANSIT OPERATIONS FOR FISCAL YEAR 2019/20

WHEREAS, on July 17, 2019, Nevada County Transportation Commission approved an allocation of LTF to the City of Grass Valley as set forth below:

<b>Project Title/Description</b>	<b>Authorized by TDA Sections</b>	<b>Total Project Cost</b>	<b>Amount of LTF Requested</b>
Transit/Paratransit Operations	99400(c)	\$6,051,833	\$485,621

WHEREAS, Public Utilities Code Section 99235 provides that an allocation and instruction may be rescinded and revised by the Transportation Planning Agency if an adjustment is proved to be necessary to reconcile the estimates on which the allocation was based with the actual figures when these are available; and

WHEREAS, it has been determined that the actual LTF revenue for FY 2018/19 was \$14,009.65 less than the Auditor's Estimate.

NOW, THEREFORE, BE IT RESOLVED, that the previously approved allocation of \$485,621 of LTF to the City of Grass Valley under Section 99400(c) of the Public Utilities Code for support of Transit/Paratransit Operations during FY 2019/20 is hereby reduced by \$14,009.65 for a total of \$471,611.35. Payments shall be made as monies become available.

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is hereby directed to issue a revised Allocation Instruction in accordance with this Resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council  
ANDREW BURTON – Member-At-Large, Vice Chair  
CAROLYN WALLACE DEE – Town of Truckee  
ANN GUERRA – Member-At-Large, Chair  
SUSAN HOEK – Nevada County Board of Supervisors  
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: 700.4

### MEMORANDUM

TO: Nevada County Transportation Commission

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

SUBJECT: Revised Local Transportation Fund Allocation for the City of Nevada City, Resolution 20-02

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-02 revising the FY 2019/20 Local Transportation Fund (LTF) allocation to the City of Nevada City.

**BACKGROUND:** As shown in the attached FY 2019/20 Monthly Financial Report for Nevada City (5809) LTF, the **Balance Available for Allocation** is negative. This negative balance resulted from the actual final LTF payment for FY 2019/20 being lower than the Auditor’s Estimate. Therefore, the **Amount to be Allocated** is less than the **Total Amount of Approved Allocations**. The Transportation Development Act (TDA) provides for such an occurrence as follows: “An allocation may be rescinded and revised by the transportation planning agency if an adjustment is proved to be necessary to reconcile the estimates on which the allocation was based with actual figures when these are available” (Public Utilities Code Section 99235).

Resolution 20-02 adjusts the allocation to the City of Nevada City based on the actual figures for FY 2018/19. Therefore, the previously approved allocation of \$118,995 is reduced by \$3,465.25 for a revised total allocation of \$115,529.75.

attachment

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

**NEVADA CITY (5809) LTF**  
 3.16%

Cash Balance 11/01/19	\$0.00
Additions	\$7,749.16
Deductions	<u>\$7,749.16</u>
Cash Balance 11/30/19	\$0.00

Budget and Allocations

Fund Balance 6/30/19	\$13,325.75
Estimated LTF Revenue- Reso 19-09 Revised Findings 5/15/19	<u>\$102,204.00</u>
AMOUNT TO BE ALLOCATED	\$115,529.75
Total Amount of Approved Allocations	<u>\$118,995.00</u>
BALANCE Available for Allocation	-\$3,465.25

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
7/17/19    19-23	Transit/Paratransit Operations	\$118,995.00	\$41,366.04	\$77,628.96



**RESOLUTION 20-02  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED ALLOCATION OF LOCAL TRANSPORTATION FUNDS (LTF)  
TO CITY OF NEVADA CITY FOR SUPPORT OF  
TRANSIT/PARATRANSIT OPERATIONS FOR FISCAL YEAR 2019/20

WHEREAS, on July 17, 2019, Nevada County Transportation Commission approved an allocation of LTF to the City of Nevada City as set forth below:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount of LTF Requested
Transit/Paratransit Operations	99400(c)	\$6,051,833	\$118,995

WHEREAS, Public Utilities Code Section 99235 provides that an allocation and instruction may be rescinded and revised by the Transportation Planning Agency if an adjustment is proved to be necessary to reconcile the estimates on which the allocation was based with the actual figures when these are available; and

WHEREAS, it has been determined that the actual LTF revenue for FY 2018/19 was \$3,465.25 less than the Auditor's Estimate.

NOW, THEREFORE, BE IT RESOLVED, that the previously approved allocation of \$118,995 of LTF to the City of Nevada City under Section 99400(c) of the Public Utilities Code for support of Transit/Paratransit Operations during FY 2019/20 is hereby reduced by \$3,465.25 for a total of \$115,529.75. Payments shall be made as monies become available.

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is hereby directed to issue a revised Allocation Instruction in accordance with this Resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council  
ANDREW BURTON – Member-At-Large, Vice Chair  
CAROLYN WALLACE DEE – Town of Truckee  
ANN GUERRA – Member-At-Large, Chair  
SUSAN HOEK – Nevada County Board of Supervisors  
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:1430.5

**MEMORANDUM**

TO: Nevada County Transportation Commission  
FROM: Daniel B. Landon, Executive Director *Daniel B. Landon*  
SUBJECT: Federal Transit Administration Section 5311 Grant Program Regional Balance Sheet and Federal Fiscal Year 2020 Program of Projects, Resolution 20-03  
DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-03 approving the Federal Transit Administration (FTA) Section 5311 Grant Program Federal Fiscal Year (FFY) 2020 Program of Projects.

**BACKGROUND:** FTA Section 5311 is a non-urbanized area formula funding program authorized by Title 49 United States Code Section 5311. This federal grant program provides funding for public transit in non-urbanized areas. The FTA apportions funds to governors of each state annually. The California State Department of Transportation, Division of Mass Transportation, is the delegated grantee.

FTA Section 5311 provides grant funding for transit operations and capital projects and is divided between the transit operators in the region based on population. The FTA Section 5311 Regional Balances spreadsheet and the FFY 2020 Program of Projects were prepared by NCTC staff in accordance with the information received from Caltrans.

Applications for FTA Section 5311 funds will be completed by Nevada County and the Town of Truckee during the development of their Fiscal Year 2020/21 budgets. In order to facilitate timely completion and submittal of the applications, Resolution 20-03 authorizes the Executive Director to sign the Certifications and Assurances of the Regional Transportation Planning Agency on behalf of NCTC.

attachments

FTA SECTION 5311 REGIONAL BALANCES

FISCAL YEAR		NEVADA COUNTY	TRUCKEE	REGIONAL TOTAL	RUNNING BALANCE	DATE
11/12	APPORTIONMENT	\$316,301	\$61,857	\$378,158	<b>\$412,797</b>	11/17/2011
	OBLIGATED	(\$316,301)	(\$61,857)	(\$378,158)		6/15/2012
	DEOBLIGATED		\$0	\$0		
	BALANCE	\$0	\$34,638	\$34,639	\$34,639	
12/13	APPORTIONMENT	\$542,687	\$106,301	\$648,988	<b>\$683,627</b>	5/24/2013
	OBLIGATED	(\$325,365)	(\$76,150)	(\$401,515)		
	DEOBLIGATED		\$0	\$0		
	BALANCE	\$217,322	\$64,790	\$282,112	\$282,112	
13/14	APPORTIONMENT	\$554,772	\$108,887	\$663,659	<b>\$945,771</b>	1/27/2014
	OBLIGATED	(\$350,000)	(\$128,887)	(\$478,887)		9/18/2014
	DEOBLIGATED		\$0	\$0		
	BALANCE	\$422,094	\$44,790	\$466,884	\$466,884	
14/15	APPORTIONMENT	\$464,491	\$91,367	\$555,858	\$1,022,742	12/3/2014
	OBLIGATED	(\$886,585)	(\$136,157)	(\$1,022,742)		2015 POP
	DEOBLIGATED					
	BALANCE	(\$0)	\$0	(\$0)	<b>(\$0)</b>	
15/16	APPORTIONMENT	\$440,467	\$87,097	\$527,564	\$527,564	2/18/2016
	OBLIGATED	(\$440,467)	(\$87,097)	(\$527,564)		2017 Reg Bal Sht
	DEOBLIGATED					
	BALANCE	(\$0)	\$0	(\$0)		
16/17	APPORTIONMENT	\$449,352	\$83,498	\$532,850	\$532,850	4/12/2017
	OBLIGATED	(\$449,352)	(\$83,498)	(\$532,850)		
	DEOBLIGATED		\$0			
	BALANCE	(\$0)	(\$0)	(\$0)	<b>\$0</b>	
17/18	APPORTIONMENT	\$459,615	\$85,405	\$545,020	<b>\$545,020</b>	4/12/2017
	OBLIGATED	(\$459,615)	(\$85,405)	(\$545,020)		
	DEOBLIGATED					
	BALANCE	\$0	(\$1)	(\$0)	<b>\$0</b>	
18/19	APPORTIONMENT	\$470,602	\$95,182	\$565,784	<b>\$565,784</b>	
	OBLIGATED	(\$470,602)	(\$95,182)	(\$565,784)		
	DEOBLIGATED					
	BALANCE	\$0	(\$0)	(\$0)	<b>\$0</b>	
19/20	APPORTIONMENT	\$470,602	\$95,182	\$565,784	<b>\$565,784</b>	
	OBLIGATED	(\$470,602)	(\$95,182)	(\$565,784)		In Process
	DEOBLIGATED					
	BALANCE	(\$0)	\$0	(\$0)	<b>\$0</b>	
20/21	APPORTIONMENT	<b>\$497,314</b>	<b>\$100,585</b>	<b>\$597,898</b>	<b>\$597,898</b>	
	OBLIGATED	\$0	\$0	\$0		
	DEOBLIGATED					
	BALANCE	\$497,313	\$100,585	\$597,898	<b>\$597,898</b>	



**CALIFORNIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF RAIL & MASS TRANSPORTATION  
Rural Transit and Intercity Bus Branch**

**FEDERAL TRANSIT ADMINISTRATION (FTA)  
SECTION 5311 REGIONAL PROGRAM OF PROJECTS (POP)  
FEDERAL FISCAL YEAR 2019 - 2020**



**All Section 5311(f), and Rural CMAQ Transit Applications and POPs are due February 12, 2020.  
All Section 5311 and POPs are due February 12, 2020.**

However, if there are issues meeting the deadlines, please notify your HQ Liaison as soon as possible.

County/Region: Nevada District: 3  
Original Submission Date: \_\_\_\_\_ Revision No. \_\_\_\_\_ Revision Submission Date: \_\_\_\_\_

**FEDERAL FISCAL YEAR 2020**  
**Section 5311 Program of Projects (POP)**

X Regular 5311     JARC 5311     CMAQ

**(A) Available Funding:**

Carryover (Must specify FFY):	(+)	0	
<i>Estimated</i> Apportionment [FFY 2020 ]:	(+)	\$597,898	
<b>(A) TOTAL FUNDS AVAILABLE:</b>	=	\$597,898	

**(B) Programming (POP): Complete Parts I and II**

			<i>Federal Share</i>
Part I. Operating Assistance - Total:	(+)	\$597,898	
Part II. Capital - Total:	(+)		
<b>(B) Total [Programmed]:</b>	(=)	\$597,898	

**(C) Balance**

			<i>Federal Share</i>
(A) Total Funds Available:	(+)	\$597,898	
<b>(B) Total [Programmed]:</b>	(-)	\$597,898	
<b>* Balance:</b>	(=)	0	

**\*BALANCE – Regional Apportionment Funds ONLY:**

- o Please Note -
  - funds must be programmed in subsequent year
  - final approval to be determined by the Department
- o Request/Letter to carryover funds should include -
  - justification for programming postponement
  - purpose and project plan
  - letter of support from local Transportation Planning Agency

**(D) Flexible Funds (CMAQ, STP or Federalized STIP): Complete Part III (For reference only).**

*Request for transfer will be applied for directly through the District - Local Assistance District Engineer, and Headquarters' Division of Local Assistance. Division of Rail & Mass Transportation will receive a conformation once the transfer is completed.*

			<i>Federal Share</i>
<b>(D) Part III. Flex Fund - Total:</b>			

***FUNDING SUMMARY***

			<i>Federal Share</i>
(B) Regional Apportioned - Total [Programmed]:	(+)	\$597,898	
(D) Flex Fund - Total:	(+)		
<b>GRAND TOTAL [Programmed]:</b>	(=)	\$597,898	

Contact Person/Title: Daniel Landon  
 Phone Number: 530-265-3202

Date: 1/29/2020

**Statewide Transportation Improvement Program (STIP) –**

All federal funds to be used for transit projects must be included in a federally approved STIP. A Transportation Planning Agency (TPA) must ensure that Section 5311 projects are included in the Department of Transportation’s (Department) Statewide Transportation Federal Improvement Program (FSTIP), which is jointly approved by the Federal Highway Administration (FHWA) and FTA.

A copy of the federally approved STIP Page must be attached for all projects to be programmed through the Section 5311 program. The project description and associated dollar amounts must be consistent with the federally approved STIP information.

**Metropolitan Planning Organizations (MPOs)** are responsible for programming projects within their jurisdiction. Upon receiving the POPs from the Districts, Rural Transit & Procurement staff will submit **Non-MPO / Rural Transportation** organizations projects directly to the Department’s Division of Transportation Programming for inclusion into the FSTIP.

For further guidance see the Department’s Division of Transportation Programming website:

<http://www.dot.ca.gov/hq/transprog/fedpgm.htm>

**PART I. Regional Apportionment - Operating Assistance**

***For all Operating Projects - a complete application MUST be submitted with this POP.***

Subrecipient	Project Description	Federal Share (2020 Funds)	Carryover Funds Utilized (Must specify FFY)	Local Share (Excluding Toll Credit)	Toll Credit Amount	Net Project Cost	PROGRAM OF PROJECTS DOC YR	PROGRAMMED DATE OR AMENDMENT #
Nevada County	Gold Country Stage	497,314		***			2020	
Town of Truckee	Truckee Transit	100,585		***			2020	
	<b>Operating Assistance Funds Total</b>	597,898		***			*** To be provided by applicants.	



**PART IV. Vehicle Replacement Information**

State Contract     Local Purchase     Piggyback     Other    Explain: \_\_\_\_\_

Vehicle Description							
Type	Number of Passengers	Fuel Type	Length	VIN. #	In Service Date	Current/End Mileage	Disposition Date

**INSTRUCTIONS**

**PART I – Operating Assistance**

- Do not list previously approved projects (i.e. projects listed in a prior grant).
- Funding split: 44.67% Local Share and 55.33% Federal Share.
- Third Party Contract Requirement – all third party contracts must contain federal clauses required under FTA Circular 4220.1E and approved by the State prior to bid release. .
- Net project cost does not include ineligible cost (i.e. farebox, other revenues, etc.).

**PART II – Capital (Vehicles, Construction, Preventive Maintenance and Planning)**

- **All** vehicles procured with Section 5311 program funds must be ADA accessible regardless of service type (fixed route or demand-response service).
- Capital projects must contain a full description of project: A PRELIMINARY ENVIRONMENTAL SURVEY (PES) is required for Capital projects other than vehicle procurement.(i.e. facility or shelter - include specifics, planning studies, preventative maintenance). The PES does not satisfy the requirements for environmental review and approval. When the agency prepares the documentation for a categorical exclusion, the Environmental Justice Analysis must be included.



- Funding split: 11.47% Local Share and 88.53% Federal Share.
- Procurement Contract Requirement – all documents used for procuring capital projects must contain federal clauses required under FTA Circular 4220.1E and approved by DRMT prior to bid release.

**PART III. Section 5311 FLEXIBLE FUNDS [i.e. CMAQ, STP, or Federalized STIP\*] if applicable:**

- Request for transfer will be applied for directly through the District - Local Assistance District Engineer, and Headquarters' Division of Local Assistance. Division of Rail & Mass Transportation (DRMT) will receive a confirmation once the transfer is completed.
- Funding split: 11.47% Local Share and 88.53% Federal Share. CMAQ may be funded up to 100% at the discretion of the Regional Planning Agency/MPO.

**PART IV. Vehicle Replacement**

- For each vehicle identified as replacement and/or expansion of fleet in sections II and/or III the following information is required: type (van, bus, trolley, type 1, 2, 3, 4, etc), vehicle identification number (VIN #), vehicle length (i.e. 35 ft.), passenger capacity, fuel type, in service date, current/end mileage, disposition date, and procurement type (i.e. State contract, local procurement, piggyback, etc).

**FEDERAL FISCAL YEAR 2020: All Flexible (CMAQ) CAPITAL funded projects** - a complete 5311 application is required at the time a POP is submitted. **POP and application should be submitted by June 8, 2018.** Part II of the application (Regional Certifications and Assurances) must be complete (i.e. signature, specific project programming information).

**RESOLUTION 20-03  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVING THE NEVADA COUNTY REGIONAL FEDERAL TRANSIT  
ADMINISTRATION SECTION 5311 PROGRAM OF PROJECTS  
FOR FEDERAL FISCAL YEAR 2020

WHEREAS, Nevada County Transportation Commission (NCTC) is the designated Regional Transportation Planning Agency (RTPA) for Nevada County; and

WHEREAS, this designation requires that NCTC complete a Program of Projects allocating funds for Federal Transit Administration (FTA) Section 5311 for Federal Fiscal Year (FFY) 2020; and

WHEREAS, there are no carryover funds from the apportionment for the region for FFY 2019; and

WHEREAS, the FFY 2020 estimated apportionment for the region is \$597,898; and

WHEREAS, for FFY 2020, NCTC has apportioned \$497,314 to Nevada County Transit and \$100,585 to the Town of Truckee; and

WHEREAS, the Nevada County Transit Services Division and the Town of Truckee intend to apply for funding under the FTA Section 5311 Grant Program.

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission hereby approves the FTA Section 5311 FFY 2020 Program of Projects and the programming of FTA Section 5311 funds up to the amount of \$497,314 for Nevada County Transit and \$100,585 for the Town of Truckee from the regional apportionment balance.

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is authorized to sign the Certifications and Assurances of the Regional Transportation Planning Agency, provided that the applications and supporting documentation submitted by Nevada County Transit and the Town of Truckee provide the following information:

1. Some combination of state, local, or private funding sources have been or will be committed to provide the required local share.
2. The subrecipient has coordinated with other transportation providers and users in the region, including social service agencies capable of purchasing service.
3. The amount requested does not exceed the federal funds provided to the agency in the approved Federal Statewide Transportation Improvement Program (FSTIP).
4. The project meets all Statewide Transportation Improvement Program (STIP) requirements.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council  
 ANDREW BURTON – Member-At-Large, Vice Chair  
 CAROLYN WALLACE DEE – Town of Truckee  
 ANN GUERRA – Member-At-Large, Chair  
 SUSAN HOEK – Nevada County Board of Supervisors  
 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: 1030.2.1.3

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel Landon, Executive Director 

SUBJECT: Amendment 3 to the Professional Services Agreement with Fehr & Peers to Develop Senate Bill 743 Vehicle Miles Traveled Methodology and Threshold Recommendations, Resolution 20-04

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-04 approving Amendment 3 to the Professional Services Agreement with Fehr & Peers to develop Senate Bill 743 Vehicle Miles Traveled (VMT) Methodology and Threshold Recommendations.

**BACKGROUND:** On February 7, 2018 Nevada County Transportation Commission (NCTC) approved an agreement with Fehr & Peers for an initial contract term through September 30, 2018.

Amendment 1 extended the contract termination date to June 30, 2019 and increased the contract amount by \$9,911, bringing the total contract amount to \$89,701. The increase in the contract amount addressed the additional tasks and modifications to the NCTC travel demand model that were necessary to facilitate development of the VMT Threshold recommendations.

Amendment 2 extended the contract termination date to November 30, 2019 to allow additional time for stakeholder meetings to review the draft threshold and methodology recommendations and development of the draft report.

Amendment 3 extends the contract termination date to June 30, 2020 to allow time for consultant to hold additional meetings with local jurisdiction staff and provide implementation guidance.

attachment

**AMENDMENT 3**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION**  
**AND FEHR & PEERS**  
**TO DEVELOP SENATE BILL 743 VEHICLE MILES TRAVELED METHODOLOGY**  
**AND THRESHOLD RECOMMENDATIONS**

---

This Amendment 3 to the February 7, 2018 Agreement for professional services (“Agreement”) between the Nevada County Transportation Commission (“NCTC”) and Fehr & Peers (“Consultant”), is entered into effective January 29, 2020.

WHEREAS, NCTC and Consultant entered into the Agreement for professional services to develop Senate Bill 743 Vehicle Miles Traveled Methodology and Threshold Recommendations; and

WHEREAS, NCTC and Consultant wish to amend the Agreement to extend the termination date to June 30, 2020.

NOW, THEREFORE, NCTC and Consultant agree as follows:

1. Section 9 of the Agreement (“**Time of Performance**”) is amended to read as follows:
  - a. This Agreement shall go into effect on February 7, 2018, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC’s Contract Administrator or Project Administrator. The contract shall end on June 30, 2020, unless extended by written contract amendment.
  - b. Consultant is advised that any recommendation for contract award is not binding on NCTC until the Agreement 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.
2. Except as expressly amended herein, all terms and conditions of the Agreement will remain in full force and effect.

This Amendment 3 to the Agreement between the Nevada County Transportation Commission and Fehr & Peers is effective January 29, 2020.

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

**NEVADA COUNTY TRANSPORTATION COMMISSION:**

\_\_\_\_\_  
Ann Guerra  
Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
SLOAN SAKAI YEUNG & WONG LLP  
Legal Counsel to NCTC

**FEHR & PEERS:**

\_\_\_\_\_  
Ronald T. Milam  
Principal

**RESOLUTION 20-04  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

**APPROVAL OF AMENDMENT 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH FEHR & PEERS TO DEVELOP SENATE BILL 743 VEHICLE MILES TRAVELED  
METHODOLOGY AND THRESHOLD RECOMMENDATIONS**

WHEREAS, on February 7, 2018, the Nevada County Transportation Commission (NCTC) and Fehr & Peers entered into a Professional Services Agreement to develop Senate Bill 743 Vehicle Miles Traveled (VMT) Methodology and Threshold Recommendations, for an initial term through September 30, 2018 with the option to extend the end date, if needed, by written contract; and

WHEREAS, Amendment 1 extended the contract termination date to June 30, 2019 to address the additional tasks and modifications to the NCTC travel demand model that were necessary to facilitate development of the VMT threshold recommendations; and

WHEREAS, Amendment 2 extended the contract termination date to November 30, 2019 to allow additional time for stakeholder meetings to review the draft threshold and methodology recommendations and development of the draft report; and

WHEREAS, NCTC staff in coordination with the consultant has identified that additional time is needed for consultant to conduct meetings with local jurisdiction staff and provide implementation guidance. Staff recommends executing Amendment 3 to the Professional Services Agreement to extend the contract termination date to June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission authorizes the Chair to execute Amendment 3 to the Professional Services Agreement between NCTC and Fehr & Peers to develop Senate Bill 743 Vehicle Miles Traveled Methodology and Threshold Recommendations.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council  
 ANDREW BURTON – Member-At-Large, Vice Chair  
 CAROLYN WALLACE DEE – Town of Truckee  
 ANN GUERRA – Member-At-Large, Chair  
 SUSAN HOEK – Nevada County Board of Supervisors  
 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: 1030.2.2.3

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Amendment 2 to the Professional Services Agreement with GHD to Prepare the Nevada City State Route 49 Multimodal Corridor Plan, Resolution 20-05

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-05, approving Amendment 2 to the Professional Services Agreement with GHD to prepare the Nevada City State Route (SR) 49 Multimodal Corridor Plan.

**BACKGROUND:** On March 20, 2019, Nevada County Transportation Commission (NCTC) approved an agreement with GHD for an initial term through September 30, 2019. Amendment 1 extended the agreement termination date to January 31, 2020.

Amendment 2 extends the agreement termination date to June 30, 2020, adds tasks related to preparation of Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP) grant applications, and increases the compensation amount by \$34,500. The cost of the additional work brings the total contract amount to \$84,500.

attachment



**AMENDMENT 2**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION**  
**AND GHD TO PREPARE THE**  
**NEVADA CITY STATE ROUTE 49 MULTIMODAL CORRIDOR PLAN**

---

This Amendment 2 to the March 20, 2019 Agreement for professional services (“Agreement”) between the Nevada County Transportation Commission (“NCTC”) and GHD (“Consultant”), is entered into effective January 29, 2020.

WHEREAS, NCTC and Consultant entered into the Agreement for professional services to prepare the Nevada City State Route (SR) 49 Multimodal Corridor Plan; and

WHEREAS, NCTC and Consultant wish to amend the Agreement to extend the term, amend the scope of services and amend compensation.

NOW, THEREFORE, NCTC and Consultant agree as follows:

1. Section 3 of the Agreement (“**Scope of Services**”) is hereby amended to read as follows:

Consultant shall do, perform, and carry out the services as set forth in Exhibit "A", Exhibit "B" and Exhibit “B-1” in accordance with this Agreement. No changes to Exhibit "A" and Exhibit "B", Exhibit “B-1” or to this Agreement shall be made without the written agreement of NCTC and Consultant. In the event of a conflict between Exhibit "A" and Exhibit "B” or Exhibit “B-1”, "Exhibit "A" shall control.

2. Exhibit “B-1” attached hereto is hereby included in the Agreement.

3. Section 9 of the Agreement (“**Time of Performance**”) is amended to read as follows:

- a. This Agreement shall go into effect on March 20, 2019, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC’s Contract Administrator or Project Administrator. The contract shall end on June 30, 2020, unless extended by written contract amendment.

- b. Consultant is advised that any recommendation for contract award is not binding on NCTC until the Agreement 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.

4. The first two sentences of Section 10 of the Agreement (“**Compensation**”) are hereby amended to read as follows:

“NCTC shall pay Consultant as compensation in full for all services performed by Consultant pursuant to this Agreement, a total sum not to exceed **\$84,500**. 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 **\$84,500** without the prior written agreement of both parties.”

5. Except as expressly amended herein, all terms and conditions of the Agreement will remain in full force and effect.

This Amendment 2 to the Agreement between the Nevada County Transportation Commission and GHD is effective January 29, 2019.

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

**NEVADA COUNTY TRANSPORTATION COMMISSION:**

---

Ann Guerra  
Chair

APPROVED AS TO FORM:

---

SLOAN SAKAI YEUNG & WONG LLP  
Legal Counsel to NCTC

**GHD:**

---

Consultant  
GHD



## EXHIBIT B-1

January 10, 2020

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

**Original Sent Via Email**

**Re: Grantwriting Support Proposal - SR 49 Multimodal Corridor Plan**

Dear Dan:

GHD is pleased to provide this proposal for grant writing services to augment our scope for the State Route (SR) 49 Multimodal Corridor Plan (SR 49 MMP) with the Nevada County Transportation Commission (NCTC). Our team includes staff with experience spanning all four cycles of the Caltrans Active Transportation Program (ATP), and several cycles of the Highway Safety Improvement Program (HSIP).

While the application and guidelines for ATP Cycle 5 have not been released, our staff are attending all of the guideline development and technical assistance workshops hosted by Caltrans and the California Transportation Commission. We are up to date with the application guidelines and recommended approaches as they are being developed, and will use this knowledge to help you hone your application approach and project prior to the anticipated March application form and scoring rubric release. We are also keeping tabs on any information available regarding the HSIP Cycle 10 application as the release in the Spring approaches.

This proposal outlines how GHD will work with NCTC to determine the most competitive grant application approach, and to develop and craft one ATP application, and/or one HSIP application, to further the work completed on the SR 49 MMP.

We are flexible in our approach, and welcome the opportunity to tailor this proposal to best suit the needs of NCTC. Please let us know if you would like to discuss the proposal, and we will be happy to work with you to find the most suitable approach.

Best Regards,

A handwritten signature in blue ink that reads "Kamesh Vedula".

Kamesh Vedula, PE, TE  
Principal

A handwritten signature in blue ink that reads "Jim Damkowitz".

Jim Damkowitz  
Senior Project Manager

A handwritten signature in blue ink that reads "Kendra Ramsey".

Kendra Ramsey  
Active Transportation Project  
Manager



## 1. Pre-Application

### 1.1 Application Approach

GHD will prepare a proposed application approach based on the SR 49 Multimodal Corridor Plan and present it to NCTC for review. The approach will take into consideration priorities outlined in the Plan, anticipated ATP and HSIP guidelines, and our professional opinion on the competitiveness of different application approaches. Following delivery of the approach memorandum, GHD will hold a meeting with NCTC to discuss the approach, respond to any questions, and work with NCTC to develop a detailed and actionable timeline for application preparation based on the selected strategy.

### 1.2 Data Compilation

GHD will collect the data anticipated to be required for the selected application based on prior application cycle forms, current cycle guideline development workshops, and any relevant materials available from Caltrans and/or CTC. We anticipate this task will involve distilling information already collected and/or analyzed as part of the SR 49 MMP.

As part of this task, GHD will prepare a Letter of Support Template for NCTC to circulate to agencies, organizations, and individuals whose support are critical to the project. These letters will be included in the application package.

### 1.3 Outreach (Optional Task)

Based on the selected application package, GHD will recommend a public outreach strategy to meet the requirements of the Active Transportation Program. GHD will provide an approach to conduct meaningful outreach for NCTC review, conduct the outreach following approval, and document according to the specifications of the grant program(s).

#### *Task 1 Deliverables:*

- *Agenda/Minutes for Pre-Application Meeting*
- *Approach Memorandum which outlines data required*
- *Letter of Support Template*
- *Outreach Approach and Outreach Summary/Photos (Optional)*

## 2. Application Preparation

### 2.1 Grant Application Elements

Once the grant program application is released, GHD will coordinate an application preparation kick-off call to review the application requirements, scoring criteria, any updates to the grant program from the prior cycle (especially if unanticipated through Guidelines workshops or information releases). We will also



confirm the project description, approach, and the timeline for preparation and review. Following this meeting, GHD will initiate preparation of the narrative components of the application.

For ATP, these include for each application:

- Application Part A: General Project Information. This section of the application is utilized to complete the Master Agreement if funding is awarded. Much of the information in Part A is generated in development of Parts B and C, so part A is typically completed after the other two narrative components.
- Application Part B: Narrative Questions. This section of the application includes the application screening criteria, the project priority status, engagement of the local community in development of the project, design progress, any funding leverage the agency is able to secure, and coordination with the California Conservation Corps (CCC) and/or a certified community conservation corps. The following tasks/data are required to complete Part B:
  - Project Location Map and Supporting Images: GHD will produce a Project Location Map meeting the specifications of the application. Images of current conditions will be compiled into an attachment to the application. GHD will utilize to the greatest extent possible the maps and supporting images developed as part of the SR 49 MMP
  - Active Transportation User Counts: Since to pedestrian and bicycle counts were collected as part of the SR 49 MMP, GHD will contract with a traffic count vendor to collect required active transportation user counts at two locations during one week in February or March, 2020.
  - Connectivity Analysis: utilizing the User Counts, GHD will augment our existing connectivity analysis to prepare an analysis specific to the application of the connectivity for existing residents, jobs, and trip generators with and without the project.
  - Safety Analysis: GHD will utilize the Safety Analysis conducted as part of the SR 49 MMP to complete this section of the application. A focused collision map for the selected project area will be produced unless one was already produced for the MMP.
  - Equity Analysis: GHD will analyze the project area according to the approved equity criteria approved for use by the ATP. These are anticipated to be (1) median household income, (2) CalEnviroScreen, and (3) percent of students eligible for Free or Reduced Price Meal Program.
  - Health Analysis: Following the criteria available in prior application cycles, GHD anticipates that a Health Analysis will be prepared for the project area to describe the current health status of the project area, and the anticipated benefits of the project, especially with consideration to disadvantaged communities, if applicable.
- Part C: Application Attachments. In addition to the narrative development for Parts A and B, GHD will utilize work completed for the SR 49 MMP to develop the following required attachments:
  - Project Programming Request
  - Engineer's Checklist



- Project Plans (Cross-Section)
- Project Cost Estimate

NCTC will be responsible for compiling the following attachments:

- Application Signature Page
- Letters of Support
- Confirmation of CCC Coordination

For HSIP, these include:

- Application Form: GHD will complete the application form utilizing information developed during preparation of the SR 49 MMP, and with the items listed below.
- Preliminary Cost Estimates and Engineers Checklist: GHD will utilize the cost estimates prepared for the SR 49 MMP to prepare a preliminary construction cost estimate for the proposed project, and prepare the Engineer's Check List as required by the Caltrans HSIP guidelines.
- Preliminary Designs and Vicinity Map: GHD will revise the concept exhibit produced for the SR 49 MMP to provide the preliminary concept exhibit for the selected project. The exhibit will identify the existing facilities. A vicinity map/location map will be prepared that clearly depicts the project locations in relation to the local area.

***Task 2 Deliverables:***

- *If ATP application is chose:*
  - *Application Part A*
  - *Application Part B*
  - *Application Attachments*
- *If HSIP is chosen:*
  - *Application Form*
  - *Preliminary Cost Estimate and Engineer's Checklist*
  - *Preliminary Designs and Vicinity Map*

### 3. Draft and Final Application

#### **3.1 Draft Application**

GHD will prepare a Draft Application for NCTC to review. This package will include all materials and attachments.

#### **3.2 Final Application**

GHD will revise the Draft Application according to one set of consolidated, internally-consistent comments received from NCTC. We assume that NCTC will collect required signatures, and submit the final application by email and hardcopy, as required. GHD is able to provide printing/compilation and submission as an optional service if desired.



**Task 3 Deliverables:**

- *Draft Application*
- *Final Application*

## Project Schedule

Based on the currently anticipated timeline for release of the ATP and HSIP applications and deadlines for submission, we outline proposed schedules for each program as follows:

### ATP Schedule

Date	Task
Early February, 2020	Pre-Application, Data Compilation
Late February – Early March, 2020	Outreach (Optional)
March 25-26, 2020 (anticipated)	Release of ATP Application
March 30, 2020	Application Kick-Off Call
May 15, 2020	Draft Application to NCTC
June 1, 2020	NCTC provides comments to GHD
June 15, 2020 (anticipated)	Application Due

### HSIP Schedule

Date	Task
Early February, 2020	Pre-Application, Data Compilation
Late February – Early March, 2020	Outreach (Optional)
Late April–Early May, 2020 (anticipated)	Release of ATP Application
Early May, 2020	Application Kick-Off Call
June 26, 2020	Draft Application to NCTC
July 15, 2020	NCTC provides comments to GHD
July 31, 2020 (anticipated)	Application Due



## Project Budget

Our proposed budget is outlined by work task. Optional items are noted. Preparation of one ATP application without Optional Outreach and Application Printing/Submission is proposed at \$14,500.

Task	Description	Budget
1. Pre-Application	Application Approach and Data Compilation	\$1,500
2. Application Preparation	Part A and Part B	\$10,000
	Attachments	\$1,000
3. Draft and Final Application	Draft and Final Application	\$2,000
Total Without Optional Tasks		\$14,500
<i>Outreach (Optional)</i>		\$2,500
<i>Printing/Compilation/Submission (Optional)</i>		\$3,000

Our proposed budget for one HSIP application is outlined by work task. Optional items are noted. Preparation of one HSIP application without Application Printing/Submission is proposed at \$10,000.

Task	Description	Budget
1. Pre-Application	Application Approach and Data Compilation	\$1,000
2. Application Preparation	Application Form, Preliminary Cost Estimates, Engineers Checklist	\$6,000
	Preliminary Designs and Vicinity Map	\$1,000
3. Draft and Final Application	Draft and Final Application	\$2,000
Total Without Optional Tasks		\$10,000
<i>Outreach (Optional)</i>		\$2,500
<i>Printing/Compilation/Submission* (Optional)</i>		\$2,000

*\*It is our understanding that the HSIP application is larger for ATP than HSIP, so a reduced cost for HSIP printing/compilation/submission is reflected.*



**RESOLUTION 20-05  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF AMENDMENT 2  
TO THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)  
PROFESSIONAL SERVICES AGREEMENT WITH GHD  
TO PREPARE THE NEVADA CITY STATE ROUTE 49 MULTIMODAL CORRIDOR PLAN

WHEREAS, on March 20, 2019, NCTC and GHD entered into a Professional Services Agreement to prepare the Nevada City State Route (SR) 49 Multimodal Corridor Plan; and

WHEREAS, NCTC and GHD wish to amend the Agreement to extend the term, amend the scope of services, and amend the compensation to provide for the preparation of Active Transportation Program and Highway Safety Improvement Program grant applications; and

WHEREAS, NCTC staff recommends executing Amendment 2 to extend the agreement termination date from January 31, 2020 to June 30, 2020, identify the additional work to be done and increase the compensation by \$34,500.

NOW, THEREFORE, BE IT RESOLVED, that NCTC authorizes the Chair to execute Amendment 2 to the Agreement between NCTC and GHD to prepare the Nevada City SR 49 Multimodal Corridor Plan.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council  
 ANDREW BURTON – Member-At-Large, Vice Chair  
 CAROLYN WALLACE DEE – Town of Truckee  
 ANN GUERRA – Member-At-Large, Chair  
 SUSAN HOEK – Nevada County Board of Supervisors  
 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: 1030.2.2.2

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Amendment 3 to the Professional Services Agreement with GHD to Prepare the State Route 174/20 Intersection Analysis, Resolution 20-06

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-06, approving Amendment 3 to the Professional Services Agreement with GHD to prepare the State Route (SR) 174/20 Intersection Analysis.

**BACKGROUND:** On November 14, 2018, Nevada County Transportation Commission (NCTC) approved an Agreement with GHD for an initial term through June 30, 2019. Amendment 1 extended the agreement termination date to September 30, 2019 to account for additional time needed for data collection due to weather delays. Amendment 2 extended the agreement termination date to January 31, 2020 to allow additional time to analyze and refine improvement alternatives.

Amendment 3 extends the agreement termination date to June 30, 2020, adds tasks related to preparation of an Active Transportation Program (ATP) grant application, and increases the compensation amount by \$20,000. The cost of the additional work brings the total contract amount to \$84,996.

attachment

**AMENDMENT 3**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION**  
**AND GHD TO PREPARE THE**  
**STATE ROUTE 174/20 INTERSECTION ANALYSIS**

---

This Amendment 3 to the November 14, 2018 Agreement for professional services (“Agreement”) between the Nevada County Transportation Commission (“NCTC”) and GHD (“Consultant”), is entered into effective January 29, 2020.

WHEREAS, NCTC and Consultant entered into the Agreement for professional services to prepare the State Route 174/20 Intersection Analysis; and

WHEREAS, NCTC and Consultant wish to amend the Agreement to extend the term, amend the scope of services and amend compensation.

NOW, THEREFORE, NCTC and Consultant agree as follows:

1. Section 3 of the Agreement (“**Scope of Services**”) is hereby amended to read as follows:

Consultant shall do, perform, and carry out the services as set forth in Exhibit "A", Exhibit "B" and Exhibit “B-1” in accordance with this Agreement. No changes to Exhibit "A" and Exhibit "B", Exhibit “B-1” or to this Agreement shall be made without the written agreement of NCTC and Consultant. In the event of a conflict between Exhibit "A" and Exhibit "B” or Exhibit “B-1”, "Exhibit "A" shall control.

2. Exhibit “B-1” attached hereto is hereby included in the Agreement.

3. Section 9 of the Agreement (“**Time of Performance**”) is amended to read as follows:

- a. This Agreement shall go into effect on November 14, 2018, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC’s Contract Administrator or Project Administrator. The contract shall end on June 30, 2020, unless extended by written contract amendment.

- a. Consultant is advised that any recommendation for contract award is not binding on NCTC until the Agreement is fully executed and approved by NCTC.

- b. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

4. The first two sentences of Section 10 of the Agreement (“**Compensation**”) are hereby amended to read as follows:

“NCTC shall pay Consultant as compensation in full for all services performed by Consultant pursuant to this Agreement, a total sum not to exceed **\$84,996**. 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 **\$84,996** without the prior written agreement of both parties.”

5. Except as expressly amended herein, all terms and conditions of the Agreement will remain in full force and effect.

This Amendment 3 to the Agreement between the Nevada County Transportation Commission and GHD is effective January 29, 2020..

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

**NEVADA COUNTY TRANSPORTATION COMMISSION:**

---

Ann Guerra  
Chair

APPROVED AS TO FORM:

---

SLOAN SAKAI YEUNG & WONG LLP  
Legal Counsel to NCTC

**GHD:**

---

Consultant  
GHD

## EXHIBIT B-1



January 10, 2020

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

**Original Sent Via Email**

**Re: Grantwriting Support Proposal – SR 174/20 Intersection Analysis**

Dear Dan:

GHD is pleased to provide this proposal for grant writing services to augment our existing project with the Nevada County Transportation Commission (NCTC). Our team includes staff with experience spanning all four cycles of the Caltrans Active Transportation Program (ATP).

While the application and guidelines for ATP Cycle 5 have not been released, our staff are attending all of the guideline development and technical assistance workshops hosted by Caltrans and the California Transportation Commission (CTC). We are up to date with the application guidelines and recommended approaches as they are being developed, and will use this knowledge to help you hone your application approach and project prior to the anticipated March application form and scoring rubric release.

This proposal outlines how GHD will work with NCTC to determine the most competitive grant application approach, and to develop and craft an ATP application to further the work completed on the Grass Valley Intersection Analysis at State Routes 174 and 20.

We are flexible in our approach, and welcome the opportunity to tailor this proposal to best suit the needs of NCTC. Please let us know if you would like to discuss the proposal, and we will be happy to work with you to find the most suitable approach.

Best Regards,

A handwritten signature in blue ink that reads "Kamesh Vedula".

Kamesh Vedula, PE, TE  
Principal

A handwritten signature in blue ink that reads "Todd Tregenza".

Todd Tregenza, AICP  
Senior Project Manager

A handwritten signature in blue ink that reads "Kendra Ramsey".

Kendra Ramsey  
Active Transportation Project  
Manager



## 1. Pre-Application

### 1.1 Application Approach

GHD will prepare a proposed application approach based on the SR 174/20 Intersection Analysis (Study) and present it to NCTC for review. The approach will take into consideration priorities outlined in the Study, anticipated ATP guidelines, and our professional opinion on the competitiveness of different application approaches. Following delivery of the approach memorandum, GHD will hold a meeting with NCTC to discuss the approach, respond to any questions, and work with NCTC to develop a detailed and actionable timeline for application preparation based on the selected strategy.

### 1.2 Data Compilation

GHD will collect the data anticipated to be required for the selected application based on prior application cycle forms, current cycle guideline development workshops, and any relevant materials available from Caltrans and/or CTC. We anticipate this task will involve distilling information already collected and/or analyzed for the Study, based on the selected project.

As part of this task, GHD will prepare a Letter of Support Template for NCTC to circulate to agencies, organizations, and individuals whose support are critical to the project. These letters will be included in the application package. At a minimum we expect to solicit letters of support from: City of Grass Valley, Grass Valley Charter School, Grass Valley School District, and Grass Valley Downtown Association.

### 1.3 Outreach

Based on the selected application package, GHD will recommend a public outreach strategy to meet the requirements of the ATP. Additionally, documenting outreach on the specific project is an important component of the application; GHD will conduct the outreach following approval, and document it per the specifications in the ATP. We anticipate one to two outreach events (such as attendance at a Back to School Night or Open House, or table at a local event), conducted on the same day.

#### ***Task 1 Deliverables:***

- *Agenda/Minutes for Pre-Application Meeting*
- *Approach Memorandum which outlines data required*
- *Letter of Support Template*
- *Outreach Approach and Outreach Summary/Photos*

## 2. Application Preparation

### 2.1 Grant Application Elements

Once the ATP application is released, GHD will coordinate an application preparation kick-off call to review the application requirements, scoring criteria, any updates to the grant program from the prior cycle



(especially if unanticipated through Guidelines workshops or information releases). We will also confirm the project description, approach, and the timeline for preparation and review. Following this meeting, GHD will initiate preparation of the narrative components of the application.

For ATP, these include for each application:

- Application Part A: General Project Information. This section of the application is utilized to complete the Master Agreement if funding is awarded. Much of the information in Part A is generated in development of Parts B and C, so part A is typically completed after the other two narrative components.
- Application Part B: Narrative Questions. This section of the application includes the application screening criteria, the project priority status, engagement of the local community in development of the project, design progress, any funding leverage the agency is able to secure, and coordination with the California Conservation Corps (CCC) and/or a certified community conservation corps. The following tasks/data are required to complete Part B:
  - Project Location Map and Supporting Images: GHD will produce a Project Location Map meeting the specifications of the application. Images of current conditions will be compiled into an attachment to the application.
  - Active Transportation User Counts: GHD will contract with a traffic count vendor to collect required active transportation user counts at two locations during one week in February or March, 2020.
  - Student Travel Tallies (Hand Tallies): GHD will provide an introductory letter to the Principal and instructions for the teachers conduct Student Travel Tallies, along with sufficient forms for each teacher to conduct the tallies. This is a simple task that takes about five minutes each day for three days; most schools are willing to provide this. We will provide an envelope for collection and mailing back to GHD. GHD will then input the data and compile the statistics required by the ATP application.
  - Connectivity Analysis: utilizing the User Counts, GHD will prepare an analysis of the connectivity for existing residents, jobs, and trip generators with and without the project.
  - Safety Analysis: GHD will utilize the Safety Analysis conducted as part of the Study to complete this section of the application. A focused collision map for the selected project area will be produced unless one was already produced for the Study.
  - Equity Analysis: GHD will analyze the project area according to the approved equity criteria approved for use by the ATP. These are anticipated to be (1) median household income, (2) CalEnviroScreen, and (3) percent of students eligible for Free or Reduced Price Meal Program.
  - Health Analysis: Following the criteria available in prior application cycles, GHD anticipates that a Health Analysis will be prepared for the project area to describe the current health status of the project area, and the anticipated benefits of the project, especially with consideration to disadvantaged communities, if applicable.



- Part C: Application Attachments. In addition to the narrative development for Parts A and B, GHD will utilize work completed for the SR 174/20 Study to develop the following required attachments:
  - Project Programming Request
  - Engineer's Checklist
  - Project Plans (Cross-Section)
  - Project Cost Estimate

NCTC will be responsible for compiling the following attachments:

- Application Signature Page
- Letters of Support
- Confirmation of CCC Coordination

***Task 2 Deliverables:***

- *If ATP application is chose:*
  - *Application Part A*
  - *Application Part B*
  - *Application Attachments*

### 3. Draft and Final Application

#### **3.1 Draft Application**

GHD will prepare a Draft Application for NCTC to review. This package will include all materials and attachments.

#### **3.2 Final Application**

GHD will revise the Draft Application according to one set of consolidated, internally-consistent comments received from NCTC. We assume that NCTC will collect required signatures, and submit the final application by email and hardcopy, as required. GHD is able to provide printing/compilation and submission as an optional service if desired.

***Task 3 Deliverables:***

- *Draft Application*
- *Final Application*

### Project Schedule

Based on the currently anticipated timeline for release of the ATP application and deadline for submission, our draft schedule for completing the ATP application is shown below:





### ATP Schedule

Date	Task
Early February, 2020	Pre-Application, Data Compilation
Late February – Early March, 2020	Outreach (Optional)
March 25-26, 2020 (anticipated)	Release of ATP Application
March 30, 2020	Application Kick-Off Call
May 15, 2020	Draft Application to NCTC
June 1, 2020	NCTC provides comments to GHD
June 15, 2020 (anticipated)	Application Due

### Project Budget

Our proposed budget is outlined by work task. Optional items are noted. Preparation of one ATP application without Optional Application Printing/Submission is proposed at \$17,000.

Task	Description	Budget
1. Pre-Application	Application Approach and Data Compilation	\$1,500
	Outreach	\$2,500
2. Application Preparation	Part A and Part B	\$10,000
	Attachments	\$1,000
3. Draft and Final Application	Draft and Final Application	\$2,000
Total Without Optional Tasks		\$17,000
<i>Printing/Compilation/Submission (Optional)</i>		<i>\$3,000</i>

**RESOLUTION 20-06  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF AMENDMENT 3  
TO THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)  
PROFESSIONAL SERVICES AGREEMENT WITH GHD  
TO PREPARE THE STATE ROUTE 174/20 INTERSECTION ANALYSIS

WHEREAS, on November 14, 2018, the Nevada County Transportation Commission (NCTC) and GHD entered into a Professional Services Agreement to prepare the State Route 174/20 Intersection Analysis; and

WHEREAS, NCTC and GHD wish to amend the Agreement to extend the term, amend the scope of services, and amend the compensation to provide for the preparation of an Active Transportation Program grant application; and

WHEREAS, NCTC staff recommends executing Amendment 3 to extend the agreement termination date from January 31, 2020 to June 30, 2020, identify the additional work to be done and increase the compensation by \$20,000.

NOW, THEREFORE, BE IT RESOLVED, that NCTC authorizes the Chair to execute Amendment 3 to the Agreement between NCTC and GHD to prepare the State Route 174/20 Intersection Analysis.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission


Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer



# 2019

## HIGHLIGHTS OF THE 2019 ANNUAL REPORT TO THE CALIFORNIA LEGISLATURE





The California Transportation Commission (Commission) is responsible for programming and allocating state and federal transportation funds used in the construction of highway, intercity passenger rail, active transportation, transit, and aeronautic improvements throughout California. The Commission is required by law to submit an annual report to the Legislature by December 15 of each year. The report must include a summary of major policies and decisions adopted by the Commission during the previously completed state and federal fiscal year. In addition, the annual report may include a discussion of any significant upcoming transportation issues anticipated to be of concern to the public and the Legislature and recommendations for legislation to improve the transportation system.

**The Commission’s major activities this year include:**

- Continuing to implement Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017) programs by delivering multimodal transportation investments throughout California.
- Holding public workshops to update guidelines for SB 1-funded competitive and non-competitive programs, with a focus on enhancing accountability and measurement of project outcomes.
- Undertaking additional efforts to improve programs under the Commission’s purview. For example, the Commission co-hosted an Active Transportation Symposium for the state, regions, and stakeholders to discuss important program issues, such as measuring project benefits.
- Hosting a Transportation Policy Forum to bring together state and local agencies, experts, stakeholders, and the public to discuss ways to increase transit ridership and ensure the resiliency of California’s transportation infrastructure in the face of climate change.
- Holding two public meetings with the California Air Resources Board (CARB) to coordinate implementation of transportation policies. In addition, the Commission and CARB held a joint workshop related to potential impacts of the federal vehicle standards rollback.
- Attending two town hall meetings to learn about issues of importance to California’s rural communities.
- Holding two project delivery workshops to expand understanding of Caltrans’ delivery processes and the delivery of transit projects.
- Holding a Tri-State Transportation Commission meeting with the Oregon and Washington Transportation Commissions to explore rural transportation issues and exchange information on studying a per-mile road charge.
- Approving two toll facilities pursuant to Assembly Bill 194 (Frazier, Chapter 687, Statutes of 2015) – one in San Mateo County and one in Los Angeles County.

# 2020 LEGISLATIVE RECOMMENDATIONS

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## Transit Ridership

Transit offers many benefits, including facilitating access to transportation, alleviating congestion, and reducing greenhouse gas emissions. Thus, it is concerning that transit ridership per capita has been falling in California. Moreover, California's transit systems are experiencing challenges to meet a state mandate to convert to a zero-emission bus fleet by 2040. Addressing these issues will be a complex endeavor. Therefore, during Fiscal Year 2019-20, the Commission intends to focus attention towards developing additional recommendations for the Legislature to address these concerns. As a first step in the short term, the Commission recommends the Legislature:

- Authorize additional transit agencies to operate buses on highway shoulders upon approval of the California Highway Patrol and the California Department of Transportation. This would help alleviate congestion, improve travel time reliability, retain and attract more bus riders, and reduce greenhouse gas emissions.
- Create an information exchange for transit operators converting to zero-emission vehicle fleets to identify best practices regarding charging schedules, energy usage, and other maintenance and operations practices. Fund the exchange through the Greenhouse Gas Reduction Fund.

## Transportation Funding

SB 1 dedicates revenues deposited into the Road Maintenance and Rehabilitation Account to specified programs. Consistent with the statutory distribution for revenues, the Commission recommends the Legislature:

- Require that interest earnings on funds in the Road Maintenance and Rehabilitation Account be dedicated to the State Highway Operation and Protection Program.

## Transportation Infrastructure Resiliency

Climate change is affecting California's transportation infrastructure. During the winter of 2016-17, unusually heavy and frequent storms caused over \$1 billion in damage to the state highway system. Exceptionally large wildfires also have caused significant damage throughout the state in recent years. To improve the resiliency of California's transportation infrastructure to withstand such events, the Commission recommends the Legislature:

- Require that the forecasted transportation infrastructure impacts of climate change are addressed in the California Transportation Plan and the Transportation Asset Management Plan.
- Create a new program to fund climate change adaptation planning for transportation impacts, data collection, modeling, and training. Fund the program through the Greenhouse Gas Reduction Fund.

## Road Charge

To further the California Road Charge Technical Advisory Committee's ability to assess alternatives to the existing gas tax, the Commission, in consultation with the Technical Advisory Committee, has identified the following recommended actions for the Legislature to consider:

- Authorize the California State Transportation Agency, in consultation with the Commission and the Technical Advisory Committee, to create a demonstration program to test the collection of revenue for a per-mile road charge program; prepare recommendations for a vehicle telematics standard; and conduct additional research, such as an evaluation of the potential impacts of a road charge on disadvantaged communities.

# FY 2018-19 PROGRAM ACCOMPLISHMENTS

Fiscal Year (FY) 2018-19 actions on programs under the purview of the Commission include the following:

- » **Solutions for Congested Corridors Program** – This program funds projects to reduce congestion in highly traveled and highly congested corridors through performance improvements that balance transportation improvements and community impacts, and that provide environmental benefits. In FY 2018-19, the Commission allocated more than \$543 million to seven project segments and approved Baseline Agreements for eight projects. The Commission also held workshops to update program guidelines.
- » **Local Partnership Program** – This program funds projects for transportation agencies that have sought and received voter approval of taxes, or that have imposed fees, that are solely dedicated to transportation improvements. In FY 2018-19, the Commission allocated \$125.6 million in formulaic program funds and \$56.7 million in competitive program funds. The Commission also held workshops to update program guidelines.
- » **Trade Corridor Enhancement Program** – This program contributes funding for infrastructure improvements on federally designated trade corridors of national and regional significance, on the primary freight network, and along other corridors that have a high volume of freight movement. In FY 2018-19, the Commission allocated more than \$225.9 million to 13 project segments. The Commission also held workshops to update program guidelines.
- » **Active Transportation Program** – This program funds projects to encourage increased use of active modes of transportation, such as biking and walking. In FY 2018-19, the Commission adopted the 2019 Active Transportation Program, which includes \$456 million

for 119 projects, and an additional \$4 million for 17 projects recommended for funding by the California Conservation Corps and Certified Local Community Conservation Corps. The Commission also held workshops to develop guidelines for the 2021 program and co-hosted, with Caltrans, an Active Transportation Symposium for the state, regions, and stakeholders to share information and learn from experts to improve the program.

- » **Local Streets and Roads Program** – For this program, the State Controller apportions funds to cities and counties for basic road maintenance, rehabilitation, and critical safety projects. During FY 2018-19, the Commission deemed 539 cities and counties eligible for FY 2019-20 funding apportionments totaling \$1.3 billion.
- » **State Highway Operation and Protection Program** – This program funds capital improvements for safety, operation, preservation, and rehabilitation of the state highway system. In FY 2018-19, the Commission allocated \$2.9 billion to 286 projects and approved updated program guidelines that strengthen accountability over projects with the potential for higher risks.
- » **State Transportation Improvement Program** – This program funds state highway, intercity rail, and regional highway and transit improvements. In FY 2018-19, the Commission allocated \$725 million to projects; approved the 2020 fund estimate; and adopted updated program guidelines.



The California Transportation Commission was established in 1978 as an independent state entity. The functions of the Commission are assigned in state statutes, with primary responsibilities that include:

- Program and allocate state and federal funds for the construction of highway, passenger rail, transit, and active transportation improvements throughout California.
- Advise and assist the Secretary of Transportation and the Legislature in formulating and evaluating state policies and plans for state transportation programs.
- Participate in the development of state and federal legislation and adopt policies to implement enacted laws.

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Paul Van Konyneburg, Vice Chair  
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DANIEL LANDON, Executive Director  
 MICHAEL WOODMAN, Deputy Executive Director

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## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director

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

DATE: January 29, 2020

### 2019 ANNUAL REPORT

Nevada County Transportation Commission (NCTC) is a Regional Transportation Planning Agency (RTPA) created under the State of California Government Code, Section 67920. As the RTPA for Nevada County, NCTC coordinates transportation planning for Grass Valley, Nevada City, Nevada County, and the Town of Truckee.

NCTC has seven board members. Four members are appointed by the Nevada County Board of Supervisors, including two of its members and two Member-At-Large representatives. Grass Valley, Nevada City and Truckee each appoint one member.

The mission of NCTC is to plan, communicate, and coordinate with the citizens and decision-makers of Grass Valley, Nevada City, Nevada County, Truckee, and with Caltrans to identify transportation needs, propose solutions, and assist in implementing projects to create a balanced regional transportation system, while protecting the rural qualities and historic character of Nevada County.

Some of the activities to achieve NCTC's mission include:

- Develop a Regional Transportation Plan (RTP) which includes the actions, funding recommendations, and policy direction necessary to meet the needs of each transportation system component in the region.
- Communicate with Caltrans on proposed projects to be developed in the County of Nevada to ensure that the policies and goals of the RTP are implemented.
- Administer Transportation Development Act funding to ensure all statutory requirements are met.
- Manage Regional Improvement Program funds, Regional Surface Transportation Program funds, and Regional Transportation Mitigation Fee funds. Select and fund eligible transportation improvement projects based on those that are most effective and beneficial to the region.
- NCTC has been designated as the Airport Land Use Commission for the Nevada County Airport and provides staff for the Truckee Tahoe Airport Land Use Commission. The purpose of airport

land use commissions is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within the areas around the airports.

During 2019, NCTC provided funds to local agencies for transportation projects from the following sources:

**Local Transportation Fund (LTF)** - These funds are derived from one-quarter cent of the sales tax collected in Nevada County.

- Nevada County Transit Funding: \$1,184,798.50
- Grass Valley Transit Funding: \$372,210.96
- Nevada City Transit Funding: \$101,907.65
- Truckee Transit Funding: \$268,998.50
- Community Transit Services (CTS) projects - Nevada County: \$35,435.50, Truckee: \$7,167.25
- Pedestrian and Bicycle Projects, Nevada County: \$148,500.00, Grass Valley: \$125,000.00

Total LTF projects in 2019: \$2,244,018.36

**Regional Surface Transportation Program (RSTP) funds** - This funding program was established by the State of California for a wide variety of transportation projects. These funds may be used for transportation planning, construction, improvement, maintenance, and operation of public streets and highways and pedestrian and bicycle projects.

Grass Valley:

- Annual Street Rehabilitation: \$426,682.00
- Wolf Creek Trail: \$400,000.00

Total RSTP Projects in 2019: \$826,682.00

**Total project funding disbursed by NCTC in 2019: \$3,070,700.36**

**Planning projects completed in 2019:**

- Active Transportation Plan - The purpose of this project is to develop an Active Transportation Plan for the jurisdictions within Nevada County. The Active Transportation Plan assists jurisdictions in the implementation of transportation projects that improve bicycle and pedestrian mobility, consolidate pedestrian and bicycle plans, and is utilized for grant applications for the Caltrans Active Transportation Funding program. NCTC approved the Final Report at its July 2019 meeting.



- SR 49 Corridor System Management Plan Update - A Corridor System Management Plan (CSMP) is used to outline the multi-jurisdictional and multi-modal management of a corridor experiencing delay due to congestion. A CSMP results in a listing and phasing plan of recommended operational improvements, Intelligent Transportation System (ITS) strategies, and system expansion projects to preserve or improve performance measures within the corridor.

NCTC approved the final CSMP at its May 2019 NCTC meeting.

- Transit Funding Equity Study - This project reviewed the fiscal and operating characteristics of the Nevada County and Town of Truckee transit services to determine if the NCTC distribution policies provide an equitable amount of funding to each transit service. This project guides the allocation of funds for future transit operations.

The final report was presented to the Commission at its March 2019 meeting.

- Local Road Safety Plan – The State of California encourages local agencies to have a Local Road Safety Plan (LRSP) to competitively obtain Highway Safety Improvement Program funds. NCTC staff is assisting Nevada County with the development of a LRSP. The purpose of NCTC's participation is to engage other local agencies in this effort. Nevada County developed the LRSP, and it was presented to the NCTC for endorsement at its March 2019 meeting.

### **Planning projects underway in 2019:**

- RTP Implementation: Vehicle Miles Traveled (VMT) Thresholds - Senate Bill 743 mandated the development of a new metric for determining the level of significance of transportation impacts under the California Environmental Quality Act (CEQA). This project is using consultant services to develop sample estimations of VMT generated by residential and commercial land use projects and provide recommendations for the establishment of VMT thresholds by Nevada County, Grass Valley, Nevada City, and Truckee.

It is anticipated this project will be complete by June 2020 with the consultant firm of Fehr & Peers presenting their Final Report at the May 2020 NCTC meeting.

- SR 49 Multimodal Corridor Plan – The purpose of this project is to develop a plan to implement projects that will improve safety, connectivity between transportation modes, and expand mobility options along this corridor in a cost-effective manner.

GHD presented the Final Report at the December 2019 NCTC meeting. However, the Agreement with the consultant firm of GHD for completion of the SR 49 Multimodal Corridor Plan is being extended to provide adequate time for preparation of grant applications seeking potential funding for construction.

- SR 174/20 Intersection Analysis – The purpose of this study is to analyze and recommend improvements for the intersection of SR 174 and SR 20 in Grass Valley. The study area includes several local streets that intersect with or pass under the two state routes known as “the Triangle” due to the shape formed by these streets. These include:
  - Local Highway (SR 174/Colfax Avenue)
  - Highway Frontage Roads (Tinloy Street and Hansen Way)
  - Highway Access Ramps (SR 49/SR 20 on-ramps and off-ramps)
  - South Auburn Street and Neal Street

The Agreement with the consultant firm GHD for completion of the SR 174/20 Intersection Analysis is being extended to provide adequate time for preparation of grant applications seeking potential funding for construction. It is anticipated GHD will present their Final Report at the March 2020 NCTC meeting.



**January 2020**  
**Caltrans District 3 Project Status Report**

Highway 20		
2F590 Smartsville	CO-RTE-PM	YUB - 20 - 20.1/21.7
	Location	Near Lake Wildwood, from 0.4 mile east of McGanney Lane to Mooney Flat Road.
	Description	Safety - Shoulder widening and curve improvements.
	Funding Source	SHOPP - Safety (015)
	Total Cost	\$28,780,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target Completion November 2020	
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	\$2,420,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion September 2020.
Construction	Construction is expected to begin Summer 2021. Target completion October 2021.	
2H62U Omega Curve Correction (2H620) (0H240) (1H810)	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 Zeibright Road.
	Description	Curve improvement, widen shoulders, and add turnout.
	Funding Source	SHOPP - Safety (010) and Operational Improvements (310)
	Total Cost	\$55,319,000
	Planning	COMPLETE
	Environmental	Target completion May 2020. We are working closely with the US Forest Service. New alignment is established. Environmental studies are nearly complete. Numerous cultural resources will be impacted. Draft Environmental Document is expected to be circulated to the public in February 2020.
	Design	Target completion June 2021.
Construction	Construction is expected to begin Summer 2022. Target completion November 2023.	
0H660 Special Ops	CO-RTE-PM	NEV - 20 - 25.8/32.2
	Location	Near Nevada City and Junction House, from east of Conservation Road (Washington Ridge Road) to east of Washington Road.
	Description	Operational Improvements - Widen for left-turn pockets and roadway turnouts.
	Funding Source	SHOPP - Operational Improvements (310)
	Total Cost	\$3,390,000
	Planning	COMPLETE
	Environmental	Target completion May 2020. The project is in the early stages of preliminary design and environmental studies.
	Design	Target completion March 2021.
Construction	Construction is expected to begin late Summer 2021. Target completion December 2022.	
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	\$20,227,000
	Planning	COMPLETE
	Environmental	Target completion August 2021.
	Design	Target completion October 2022.
Construction	Target completion December 2023.	

Highway 49		
3H340 Electrical Upgrades	CO-RTE-PM	NEV - 49 - VAR
	Location	In Nevada County on Route 49, at various locations.
	Description	Safety - Install flashing beacons at Alta Sierra Drive intersection, upgrade intersection lighting at Brewer Road
	Funding Source	SHOPP - Minor B
	Total Cost	\$169,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion November 2020.	



**January 2020**  
**Caltrans District 3 Project Status Report**

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	\$5,992,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion October 2020.
Construction	Construction is expected to begin Summer 2021. Target completion December 2021.	
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 July 2020. Caltrans is moving forward with traffic studies and cultural studies to complete the environmental document. Caltrans will have another public meeting after the Draft Environmental Document is complete (approx February 2020) to present the alternatives to the public for comment and a preferred alternative will be selected. FUNDING OPPORTUNITIES: Caltrans is continuing to pursue full funding for a SHOPP safety project (3H510) within these same limits which would add a two way left turn lane in the center and a truck climbing lane going North. If additional funding can be secured, the hope is that the SHOPP funding could be contributed to the ultimate project. By continuing with PA&ED studies and PS&E design, we will put ourselves into a more competitive position to apply for grant funding opportunities.
Design	Target completion June 2024.	
Construction	Target completion November 2027.	
3H510 Nev-49 Corridor Improvement Project (SHOPP)	CO-RTE-PM	NEV - 49 - 10.8/13.3
	Location	In Nevada County, from La Bar Meadows Road to McKnight Way.
	Description	Widen shoulders, construct two way left turn lane (TWLTL), SB right turn lane, and NB truck climbing lane, install transportation management system (TMS) elements, rehab pavement, and rehab culverts.
	Funding Source	SHOPP - Safety (015)
	Total Cost	\$52,840,000
	Planning	This project is waiting to be programmed into the 2022 SHOPP.
	Environmental	Target completion September 2022.
	Design	Target completion June 2024.
Construction	Target completion November 2027.	
3H640 Wolf/Combie	CO-RTE-PM	NEV - 49 - 1.5/2.6
	Location	In Nevada County, on Route 49, from 0.18 mile south of Wolf Road/Combie Road to 0.17 mile north of Wolf Road/Combie Road.
	Description	Safety - Construct acceleration lanes.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$3,910,000
	Planning	COMPLETE
	Environmental	COMPLETE
Design	COMPLETE	
Construction	Construction is expected to begin Spring 2020. Target completion October 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	\$4,210,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion May 2020.
Construction	Construction is expected to begin late Summer 2020. Target completion November 2021.	
4H600 49 Safety Barrier	CO-RTE-PM	PLA - 49 - 8.7/10.6
	Location	In Placer County on Route 49 from 0.2 miles south of Lorenson Road to 0.4 miles north of Lone Star Road.
	Description	Construct concrete median barrier with roundabouts.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$25,000,000
	Planning	COMPLETE
	Environmental	Target completion January 2021
	Design	Target completion May 2022.
Construction	Target completion August 2024.	



**January 2020  
Caltrans District 3 Project Status Report**

Interstate 80		
1G580 Pla-Nev 80 Rutting	CO-RTE-PM	Pla/Nev - 80 - 0.0/0.0
	Location	In Placer and Nevada Counties in and near Truckee from Troy Undercrossing to 0.1 mile East of Donnor Pass.
	Description	Pavement Preservation
	Funding Source	MAINTENANCE
	Total Cost	\$6,757,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction began Summer 2019. Target completion is September 2020.	
4F600 Replace MBGR	CO-RTE-PM	NEV - 80 - 0.0/20.0
	Location	Near Truckee from east of Kingvale Undercrossing to 0.2 mile west of Union Mills Bridge and Overhead 17-58.
	Description	Remove metal beam guard rail and replace with concrete barrier.
	Funding Source	SHOPP - Safety (015)
	Total Cost	\$14,763,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction began May 2019. Target completion May 2020.	
2H550 Zero Emmission Vehicle (ZEV) Charging Stations	CO-RTE-PM	VAR - VAR - VAR
	Location	In Glenn, Colusa and Nevada Counties at Various Locations. One location is at the Donner Safety Roadside Rest Area (SRRA).
	Description	In response to the Governor's order, this project proposes to install ZEV charging stations at select SRRA's.
	Funding Source	SHOPP - Misc (999)
	Total Cost	\$2,865,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion October 2020.	
3F250 Slope Stabilization	CO-RTE-PM	NEV - 80 - 29.1/29.4
	Location	Near Truckee from east of Floriston Road to west of Farad Undercrossing.
	Description	Stabilize cut slope.
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$12,665,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction is expected to begin Spring 2020. Target completion Fall 2021.	
1H010 Slope Stabilization	CO-RTE-PM	NEV - 80 - 28.3/28.7
	Location	Near Truckee from .2 mile east of Truckee River Bridge to .8 mil west of Farad U/C.
	Description	Construct rockfall wire mesh drapery, flatten cut slope, construct rockfall barrier, rehab drainage.
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$14,390,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion October 2020.
Construction	Cosntruction is expected to begin Spring 2021. Target completion December 2021.	
2H000 Slope Stabilization	CO-RTE-PM	NEV - 80 - 29.5/29.7
	Location	Near Truckee, from Farad UC (Br#17-0064) to 2.17 miles west of Sierra Co. Line.
	Description	Reduce maintenance worker exposure and reduce rockfall hazard to freeway traffic at this cut slope location.
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$5,570,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion October 2020.
Construction	Construction is expected to begin Spring 2021. Target completion December 2021.	
2H690 Slope Stabilization	CO-RTE-PM	NEV - 80 - 31.4/31.8
	Location	Near Truckee, 1.88 miles east of Farad UC (Br# 17-0064) to the Sierra County Line.
	Description	Rockfall Mitigation
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$8,730,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion October 2021.
Construction	Construction is expected to begin Summer 2022. Target completion May 2024.	



**January 2020  
Caltrans District 3 Project Status Report**

**Highway 89**

**Highway 174**

4F370 Hwy 174 Safety Improvement Project	CO-RTE-PM	NEV - 174 - 2.7/4.6
	Location	In Nevada County, near Rollins Lake, from Maple Way to You Bet Road.
	Description	Safety - This project proposes to realign curves, widen shoulders, add a left turn lane at Greenhorn Access Rd., and improve the clear recovery zone.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$29,603,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction is expected to begin in Spring 2020. Target completion November 2021.	
3F680 ADA Upgrades	CO-RTE-PM	NEV - 174 - 9.7/10.1
	Location	In Grass Valley from Park Street to Highway 20.
	Description	Upgrade ADA infrastructure including curb ramps, cross slopes, driveways, etc.
	Funding Source	SHOPP - ADA (361)
	Total Cost	\$4,950,000
	Planning	COMPLETE
	Environmental	Target completion January 2020.
	Design	N/A because of relinquishment
Construction	N/A because of relinquishment	
4H550 High Friction Surface Treatment	CO-RTE-PM	NEV - 174 - 0.1/0.6 (+ other various locations in other counties)
	Location	Various (the Nevada County location is on SR 174 just North of the Bear River Bridge)
	Description	Place HFST and/or OGAC at various locations.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$2,600,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction contract approved October 2019. Target completion October 2020.	

**Other**

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



DANIEL LANDON, Executive Director  
 MICHAEL WOODMAN, Deputy Executive Director


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File: 1030.2.2.2

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Presentation of a Video Simulation of the GHD Recommended Improvement Concept at the SR 174/20 Intersection

DATE: January 29, 2020

### RECOMMENDATION: Provide Comments

**BACKGROUND:** As part of the regional transportation planning process, the Nevada County Transportation Commission (NCTC) has been coordinating efforts with the City of Grass Valley, Caltrans and a transportation consulting firm, GHD, to perform a complete Intersection Control Evaluation (ICE) for the intersection of South Auburn Street, State Routes 174 and 20, Neal Street, and frontage roads Tinloy Street and Hansen Way (The “Triangle”). The Triangle has seen little improvement since its construction in the late 1960’s, while traffic levels have grown dramatically. The complicated layout of three closely spaced signalized intersections leads to unnecessary delays and unsafe movements, as well as severely outdated pedestrian and bicycle facilities. An ICE is a Caltrans specified process that analyzes the entire project location to determine optimum traffic control treatments and intersection geometry based on an objective analysis considering technical, financial, environmental, aesthetic and political impacts for the existing conditions and future needs.

During the December NCTC meeting, questions were raised concerning the operational analysis of the intersection system, since the video simulation did not show pedestrians, cyclists on the roadways, nor autos in the driveway at Hennessey School. During January, GHD staff observed traffic operations, and NCTC staff received estimates of the numbers and timing of pedestrians, cyclists, and autos accessing the school. An updated video simulation that includes the additional items will be shown at the January NCTC meeting. NCTC, Grass Valley, and Caltrans staff believe the recommended solution is an innovative and modern control alternative that better manages and expedites traffic flow through the whole Triangle, while greatly improving the overall level of safety for all users, especially pedestrians and bicyclists.

Attachment

## Finalized Alternative





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



DANIEL LANDON, Executive Director  
 MICHAEL WOODMAN, Deputy Executive Director

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File: 1030.2.3.2

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Approval of Professional Services Agreement with WSP to Update the Western Nevada County Transit Development Plan, Resolution 20-07

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-07 authorizing the Chair to execute the Agreement with WSP to update the Western Nevada County Transit Development Plan, in an amount not to exceed \$80,000.

**BACKGROUND:** Nevada County Transportation Commission (NCTC) is a Regional Transportation Planning Agency (RTPA) created pursuant to Title 7.88 of the State of California Government Code, Section 67920. The mission of NCTC is to plan, communicate, and coordinate with the citizens and decision makers of Grass Valley, Nevada City, Nevada County, Town of Truckee, and with Caltrans to identify transportation needs, propose solutions, and assist in implementing projects to create a balanced regional transportation system, while protecting the rural qualities and historic character of Nevada County.

As part of the regional transportation planning process, NCTC intends to update the Western Nevada County Transit Development Plan (WNCTDP) to provide guidance for the next five (5) years for making operational adjustments, address capital needs, recent changes in funding levels, and changes in fixed route and paratransit operations.

This study will analyze a wide range of service, capital, institutional and management, and financial alternatives. The consultant will evaluate the existing transit systems, research opportunities for improved coordination in the region, determine the most efficient approach to meet the needs of the public, and carefully identify where transit resources should be devoted over the plan period, utilizing origins and destinations and travel patterns. Due to the pending relocation of a transit operations center, it is necessary to include possible route/service restructuring which accounts for the possibility of realigning service delivery across the various service areas. Public involvement and outreach activities (i.e., community and stakeholder meetings, public forums, on-board surveys, etc.) are integral components of the study and are expected to be included in the consultant's overall workplan. The WNCTDP will include a year-by-year implementation schedule for all plan elements, identifying the responsible parties and financial requirements.

In response to the Request for Proposal (RFP) released on October 17, 2019, proposals were received from Fehr & Peers, LSC Transportation Consultants, and WSP. WSP was chosen by the Selection Committee to prepare the update to the Western Nevada County Transit Development 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

**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE**  
**NEVADA COUNTY TRANSPORTATION COMMISSION**  
**AND WSP**  
**TO PREPARE THE UPDATE TO THE**  
**WESTERN NEVADA COUNTY TRANSIT DEVELOPMENT PLAN**

This Agreement by and between the Nevada County Transportation Commission (hereinafter referred to as “NCTC”), and WSP, (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 update to the Western Nevada County Transit Development Plan.

Consultant will provide services as set forth in Exhibit “A” NCTC’s “Request for Proposal to Prepare Updates to the Western Nevada County Transit Development Plan and the Nevada County Coordinated Public Transit – Human Services Transportation Plan” and Exhibit “B” Consultant’s proposal entitled, “Proposal to Prepare Updates to Western Nevada County Transit Development Plan and the Nevada County Coordinated Public Transit – Human Services Transportation Plan.” In the event of a conflict between Exhibit “A” and Exhibit “B,” Exhibit “A” shall control.

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

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

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

4. **Data to be Furnished to Consultant:** All information, data, reports, records and maps as are existing, available, and necessary for the carrying out of the project shall be furnished to Consultant without charge by NCTC, and NCTC shall cooperate with Consultant in every way possible during all phases of the project. All data, including survey documents, prepared or developed or assembled under this Agreement shall be the property of NCTC.

5. **Personnel:** Consultant represents that it has, or will obtain at its own expense, all personnel and/or subcontractors required in performing the services under this Agreement. Such personnel shall not be employees of NCTC.
6. **Standard of Quality:** All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
7. **Project Representative:** Consultant and NCTC shall each designate a project representative who shall be responsible for coordinating the efforts of the respective party with regard to the performance of the work as set forth under this Agreement. The project representative for NCTC shall be Mike Woodman. The project representative for Consultant shall be Kristina Svensk. 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 **January 29, 2020**, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC'S Contract Administrator or Project Administrator. The contract shall end on **March 31, 2021**, unless extended by written contract amendment.
  - 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 **\$80,000**. 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 **\$80,000** 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 **WE231012920** 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 \$80,000.

- 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.
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 WSP has been executed by the parties hereto the day and year shown below.

**NEVADA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair  
Nevada County Transportation Commission

Nevada County Transportation Commission Counsel, Approved as to Form

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sloan Sakai Yeung & Wong LLP

**CONSULTANT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THE FOLLOWING SIGNED FORMS WITH AGREEMENT:**

- Exhibit A: NCTC RFP
- Exhibit B: Consultant's Proposal
- Exhibit C: Levine Act Disclosure Statement
- Exhibit 10-H: Cost Proposal (included in Consultant's Proposal)
- Exhibit 10-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
- Exhibit 10-O2: Consultant Contract DBE Commitment
- Exhibit 10-Q: Disclosure of Lobbying Activities
- Certificate of Insurance
- Electronic Deposit Authorization Form
  
- Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (to be submitted after final invoice)

**RESOLUTION 20-07  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)  
PROFESSIONAL SERVICES AGREEMENT WITH WSP  
TO UPDATE THE WESTERN NEVADA COUNTY TRANSIT DEVELOPMENT PLAN

WHEREAS, as part of the regional transportation planning process, NCTC intends to update the Western Nevada County Transit Development Plan to provide guidance for the next five (5) years for making operational adjustments, address capital needs, recent changes in funding levels, and changes in fixed route and paratransit operations; and

WHEREAS, funding for this project has been included in the FY 2019/20 Overall Work Program adopted on May 15, 2019; and

WHEREAS, WSP was selected to update the Western Nevada County Transit Development Plan with the amount of the Agreement not to exceed \$80,000; 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 TJKM Transportation Consultants to update the Western Nevada County Transit Development Plan.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer

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



DANIEL LANDON, Executive Director  
 MICHAEL WOODMAN, Deputy Executive Director

COMMISSION


Grass Valley • Nevada City

Nevada County • Truckee

File:1430.7

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Approval of Professional Services Agreement with WSP to Update the Nevada County Coordinated Public Transit-Human Services Transportation Plan, Resolution 20-08

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-08 authorizing the Chair to execute the Agreement with WSP to update the Nevada County Coordinated Public Transit-Human Services Transportation Plan, in an amount not to exceed \$50,000.

**BACKGROUND:** Nevada County Transportation Commission (NCTC) is a Regional Transportation Planning Agency (RTPA) created pursuant to Title 7.88 of the State of California Government Code, Section 67920. The mission of NCTC is to plan, communicate, and coordinate with the citizens and decision makers of Grass Valley, Nevada City, Nevada County, Town of Truckee, and with Caltrans to identify transportation needs, propose solutions, and assist in implementing projects to create a balanced regional transportation system, while protecting the rural qualities and historic character of Nevada County.

As part of the regional transportation planning process, NCTC intends to develop the Nevada County Coordinated Public Transit-Human Services Transportation Plan to support and expand the facilitation of transportation coordination among the various human service entities and the private and public transportation services. The strategies update the current Coordinated Public Transit – Human Services Transportation Plan and will address existing transportation service gaps and operational and capital needs.

This project will facilitate continued coordination between health and human services and transportation stakeholders, identify the existing transportation needs in Nevada County, and identify potential solutions to address them.

Transit planning is particularly challenging in Nevada County, as outlying communities such as Washington and North San Juan are difficult to serve with transit due to increased costs relative to the long distance required and the effect of a lower populated area on transit demand. In addition, the County is separated geographically by the unpopulated Sierra Crest area, which can present travel challenges between the eastern and western portions of the County, particularly when winter snows make travel

over the summit difficult. While medical and social services are located in both the eastern and western portions of the county, some residents require traveling between the two areas for services, as well as to Sacramento, Auburn, or Reno, Nevada.

This study will analyze a wide range of service, capital, institutional and management, and financial alternatives. The consultant will evaluate the existing transit systems, research opportunities for improved coordination in the region, determine the most efficient approach to meet the needs of the public, and carefully identify where transit resources should be devoted over the plan period, utilizing origins and destinations and travel patterns. Due to the pending relocation of a transit operations center, it is necessary to include possible route/service restructuring which accounts for the possibility of realigning service delivery across the various service areas. Public involvement and outreach activities (i.e., community and stakeholder meetings, public forums, on-board surveys, etc.) are integral components of the study and are expected to be included in the consultant's overall workplan. The WNCTDP will include a year-by-year implementation schedule for all plan elements, identifying the responsible parties and financial requirements.

In response to the Request for Proposal (RFP) released on October 17, 2019, proposals were received from Fehr & Peers, LSC Transportation Consultants, and WSP. WSP was chosen by the Selection Committee to prepare the update to the Nevada County Coordinated Public Transit-Human Services Transportation 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



**PPROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE**  
**NEVADA COUNTY TRANSPORTATION COMMISSION**  
**AND WSP**  
**TO PREPARE THE UPDATE TO THE**  
**NEVADA COUNTY COORDINATED PUBLIC TRANSIT – HUMAN SERVICES**  
**TRANSPORTATION PLAN**

This Agreement by and between the Nevada County Transportation Commission (hereinafter referred to as “NCTC”), and WSP, (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 update to the Nevada County Coordinated Public Transit – Human Services Transportation Plan.

Consultant will provide services as set forth in Exhibit “A” NCTC’s “Request for Proposal to Prepare Updates to the Western Nevada County Transit Development Plan and the Nevada County Coordinated Public Transit – Human Services Transportation Plan” and Exhibit “B” Consultant’s proposal entitled, “Proposal to Prepare Updates to Western Nevada County Transit Development Plan and the Nevada County Coordinated Public Transit – Human Services Transportation Plan.” In the event of a conflict between Exhibit “A” and Exhibit “B,” Exhibit “A” shall control.

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

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

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

4. **Data to be Furnished to Consultant:** All information, data, reports, records and maps as are existing, available, and necessary for the carrying out of the project shall be furnished to Consultant without charge by NCTC, and NCTC shall cooperate with Consultant in every way possible during all phases of the project. All data, including survey documents, prepared or developed or assembled under this Agreement shall be the property of NCTC.

5. **Personnel:** Consultant represents that it has, or will obtain at its own expense, all personnel and/or subcontractors required in performing the services under this Agreement. Such personnel shall not be employees of NCTC.
6. **Standard of Quality:** All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant’s field of expertise.
7. **Project Representative:** Consultant and NCTC shall each designate a project representative who shall be responsible for coordinating the efforts of the respective party with regard to the performance of the work as set forth under this Agreement. The project representative for NCTC shall be Kena Sannar. The project representative for Consultant shall be Kristina Svensk. 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 **January 29, 2020**, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC’S Contract Administrator or Project Administrator. The contract shall end on **March 31, 2021**, unless extended by written contract amendment.
  - 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 **\$50,000**. 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 **\$50,000** 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 **WE232012920** 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 \$50,000.

- 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.
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 WSP has been executed by the parties hereto the day and year shown below.

**NEVADA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair  
Nevada County Transportation Commission

Nevada County Transportation Commission Counsel, Approved as to Form

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sloan Sakai Yeung & Wong LLP

**CONSULTANT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THE FOLLOWING SIGNED FORMS WITH AGREEMENT:**

- Exhibit A: NCTC RFP
- Exhibit B: Consultant's Proposal
- Exhibit C: Levine Act Disclosure Statement
- Exhibit 10-H: Cost Proposal (included in Consultant's Proposal)
- Exhibit 10-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
  
- Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (to be submitted after final invoice)

**RESOLUTION 20-08  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)  
PROFESSIONAL SERVICES AGREEMENT WITH WSP  
TO UPDATE THE NEVADA COUNTY COORDINATED PUBLIC TRANSIT-HUMAN  
SERVICES TRANSPORTATION PLAN

WHEREAS, as part of the regional transportation planning process, NCTC intends to develop a Nevada County Coordinated Public Transit-Human Services Transportation Plan to support and expand the facilitation of transportation coordination among the various human service entities and the private and public transportation services. The strategies update the current Coordinated Public Transit – Human Services Transportation Plan and will address existing transportation service gaps and operational and capital needs; and

WHEREAS, funding for this project has been included in the FY 2019/20 Overall Work Program adopted on May 15, 2019; and

WHEREAS, WSP was selected to update the Nevada County Coordinated Public Transit-Human Services Transportation Plan with the amount of the Agreement not to exceed \$50,000; 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 WSP to update the Nevada County Coordinated Public Transit-Human Services Transportation Plan.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council  
 ANDREW BURTON – Member-At-Large, Vice Chair  
 CAROLYN WALLACE DEE – Town of Truckee  
 ANN GUERRA – Member-At-Large, Chair  
 SUSAN HOEK – Nevada County Board of Supervisors  
 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: 1210.4

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Approval of Professional Services Agreement with TJKM Transportation Consultants to Update the NCTC/Grass Valley Travel Demand Forecasting Model, Resolution 20-09

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-09 authorizing the Chair to execute the Agreement with TJKM Transportation Consultants to update the NCTC/Grass Valley Travel Demand Forecasting Model, in an amount not to exceed \$70,000.

**BACKGROUND:** Nevada County Transportation Commission (NCTC) is a Regional Transportation Planning Agency (RTPA) created pursuant to Title 7.88 of the State of California Government Code, Section 67920. The mission of NCTC is to plan, communicate, and coordinate with the citizens and decision makers of Grass Valley, Nevada City, Nevada County, Town of Truckee, and with Caltrans to identify transportation needs, propose solutions, and assist in implementing projects to create a balanced regional transportation system, while protecting the rural qualities and historic character of Nevada County.

As part of the regional transportation planning process, NCTC intends to update the NCTC/Grass Valley TransCAD model and to review potential 4D (land use Density, land use Diversity, pedestrian Design, and access to regional Destinations) processing enhancements. The NCTC/Grass Valley TransCAD Travel Demand Forecasting (TDF) model incorporates features for measuring smart growth strategies, such as chained trips, small traffic zones, and a 4D post processing application that incorporates “4D elasticities.” These enhanced analysis features are useful to NCTC and local jurisdictions in reviewing major land use development proposals, preparing updates to city and county general plans and specific area community plans, utilizing the environmental and public participation process.

NCTC has used the TDF models to identify future improvements to the regional system of roads, streets, and highways. In 2001, the Western Nevada County Regional Transportation Mitigation Fee (RTMF) program, administered by NCTC, was established through partnership of Nevada County, Nevada City, Grass Valley, and the NCTC. The TDF model is utilized to identify RTMF improvements and establish a nexus to development and the model boundaries that cover western Nevada County. The NCTC TDF model was last updated in 2012 and utilizes the TransCAD software platform.

Historically, the City of Grass Valley relied on NCTC's regional model for travel demand forecasts. Although the NCTC TDF model served its purpose at the regional level, the City frequently needed more detailed forecasts for many of the traffic impact studies that it conducted. To meet this need, the City initiated development of a more detailed model of the Grass Valley urban area in 2006. Following development of its own TDF model, the City implemented a local traffic mitigation fee program designed to fund required improvements to accommodate new development anticipated through the buildout of the 2020 General Plan and beyond 2020. Grass Valley also utilized the TransCAD software platform for its TDF model. As part of the 2012 update, it was decided to combine the two models into one model to ensure consistency in the updates of both the RTMF and the Grass Valley Transportation Impact Fee (GVTIF) program.

In response to the Request for Proposal (RFP) released on November 1, 2019, proposals were received from Fehr & Peers, Elite Transportation Group, and TJKM Transportation Consultants (TJKM). TJKM was chosen by the Selection Committee to prepare the Travel Demand Forecasting Model Update.

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

**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE**  
**NEVADA COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**TJKM TRANSPORTATION CONSULTANTS**  
**TO UPDATE THE**  
**NCTC/GRASS VALLEY TRAVEL DEMAND FORECASTING MODEL**

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

1. **Purpose and Scope:** The purpose of this Agreement is to provide a contract for professional services to update the NCTC/Grass Valley Travel Demand Forecasting Model.

Consultant will provide services as set forth in Exhibit “A” NCTC’s “Request for Proposal to Update the NCTC/Grass Valley Travel Demand Forecasting Model” and Exhibit “B” Consultant’s proposal entitled, “Proposal for NCTC/Grass Valley Travel Demand Forecasting Model.” 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 Daniel B. Landon. The project representative for Consultant shall be Vamsee Modugula. 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 **January 29, 2020**, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC'S Contract Administrator or Project Administrator. The contract shall end on **July 31, 2020**, unless extended by written contract amendment.
  - 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 **\$70,000**. 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 **\$70,000** 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 **WE215012920** 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 \$70,000.

- 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 Indemnatee, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of an Indemnatee. 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.
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 TJKM Transportation Consultants has been executed by the parties hereto the day and year shown below.

**NEVADA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair  
Nevada County Transportation Commission

Nevada County Transportation Commission Counsel, Approved as to Form

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sloan Sakai Yeung & Wong LLP

**CONSULTANT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THE FOLLOWING SIGNED FORMS WITH AGREEMENT:**

- Exhibit A: NCTC RFP
- Exhibit B: Consultant's Proposal
- Exhibit C: Levine Act Disclosure Statement
- Exhibit 10-H: Cost Proposal (included in Consultant's Proposal)
- Exhibit 10-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
  
- Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises  
(to be submitted after final invoice)

**RESOLUTION 20-09  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)  
PROFESSIONAL SERVICES AGREEMENT WITH  
TJKM TRANSPORTATION CONSULTANTS  
TO UPDATE THE NCTC/GRASS VALLEY TRAVEL DEMAND FORECASTING MODEL

WHEREAS, as part of the regional transportation planning process, NCTC intends to update the NCTC/Grass Valley TransCAD model and to review potential 4D (land use Density, land use Diversity, pedestrian Design, and access to regional Destinations) processing enhancements. The NCTC/Grass Valley TransCAD TDF model incorporates features for measuring smart growth strategies, such as chained trips, small traffic zones, and a 4D post processing application that incorporates “4D elasticities.” These enhanced analysis features are useful to NCTC and local jurisdictions in reviewing major land use development proposals, preparing updates to city and county general plans and specific area community plans, and during the environmental and public participation process; and

WHEREAS, funding for this project has been included in Amendment 2 of the FY 2019/20 Overall Work Program adopted on December 18, 2019; and

WHEREAS, TJKM Transportation Consultants was selected to update the NCTC/Grass Valley Travel Demand Forecasting Model with the amount of the Agreement not to exceed \$70,000; 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 TJKM Transportation Consultants to update the NCTC/Grass Valley Travel Demand Forecasting Model.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer

JAN ARBUCKLE – Grass Valley City Council  
 ANDREW BURTON – Member-At-Large, Vice Chair  
 CAROLYN WALLACE DEE – Town of Truckee  
 ANN GUERRA – Member-At-Large, Chair  
 SUSAN HOEK – Nevada County Board of Supervisors  
 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:1030.0

## MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Daniel B. Landon, Executive Director 

SUBJECT: Amendment 3 to the FY 2019/20 Overall Work Program, Resolution 20-10

DATE: January 29, 2020

**RECOMMENDATION:** Adopt Resolution 20-10 approving Amendment 3 to the FY 2019/20 Overall Work Program (OWP).

**BACKGROUND:** Resolution 20-10 approves the changes to the FY 2019/20 OWP work elements and budgets described below:

Additional tasks, products, and budget have been added to Work Elements 2.2.2 and 2.2.3 utilizing Regional Surface Transportation Program (RSTP) funds.

**Work Element 2.2.2, SR 174/20 Intersection Analysis:**

Activity: Prepare Active Transportation Program Grant Application.

Products: Active Transportation Program Grant Application.

Budget: Add \$20,000 from RSTP funds.

**Work Element 2.2.3, Nevada City SR 49 Multimodal Corridor Plan**

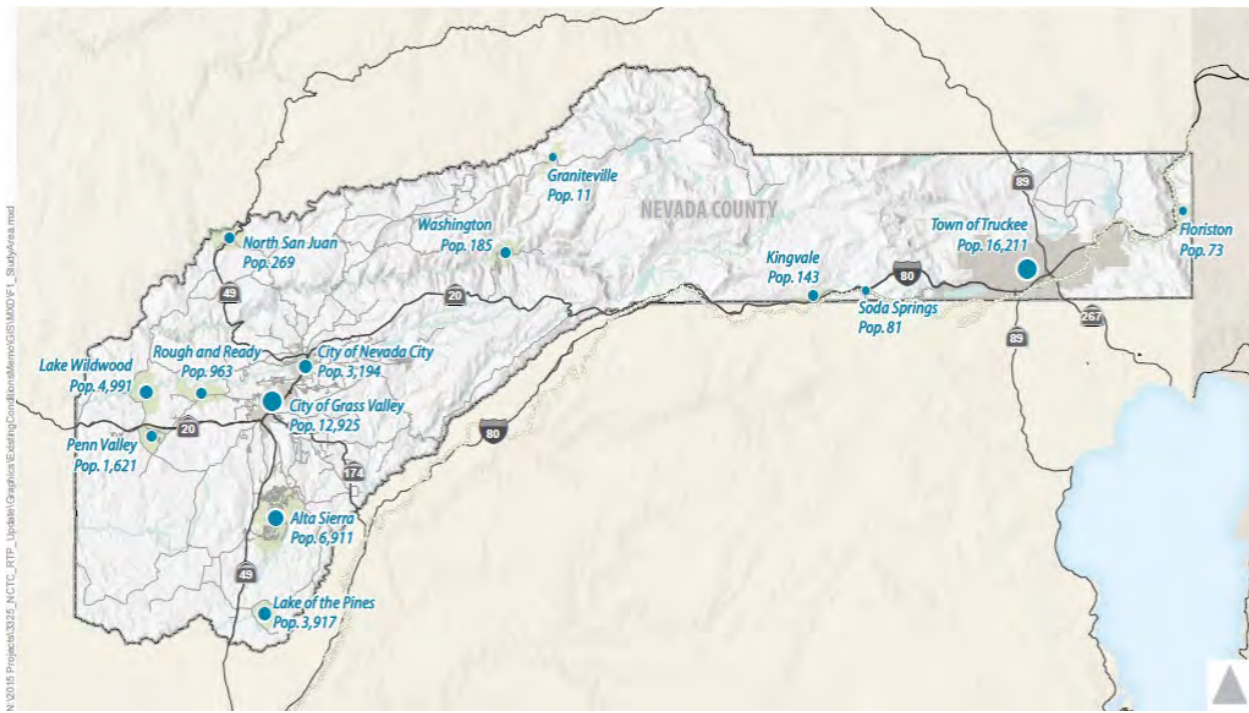
Activity: Prepare Highway Safety Improvement Program and Active Transportation Program Grant Applications.

Products: Highway Safety Improvement Program and Active Transportation Program Grant Applications.

Budget: Add \$34,500 from RSTP funds.

attachments

# *Nevada County Transportation Commission*



## *2019/20 Overall Work Program*

May 15, 2019

Amendment 1: September 18, 2019

Amendment 2: December 18, 2019

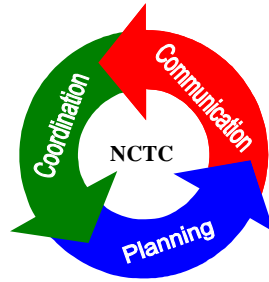
Amendment 3: January 29, 2020

## TABLE OF CONTENTS

	Page
<b>NCTC MISSION STATEMENT</b> .....	I-1
<b>NCTC ORGANIZATION FLOW CHART</b> .....	I-2
<b>OVERALL WORK PROGRAM INTRODUCTION</b> .....	I-3
<b>WORK ELEMENT 1 – COMMUNICATION AND COORDINATION</b> .....	1
Project 1.1    General Services and Communication .....	2
Project 1.2    Fiscal Administration .....	3
<b>WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING</b> .....	4
Project 2.1    Regional Transportation Plan .....	6
Project 2.1.2  RTP Implementation: VMT Thresholds.....	8
Project 2.1.4  Truckee Big Data Daily VMT Analysis.....	10
Project 2.1.5  Regional Traffic Model Update.....	11
Project 2.2    Transportation Improvement Programs.....	12
Project 2.2.2  SR 174/20 Intersection Analysis .....	13
Project 2.2.3  Nevada City SR 49 Multimodal Corridor Plan .....	14
Project 2.3    Transit and Paratransit Programs.....	15
Project 2.3.1  Western Nevada County Transit Development Plan.....	16
Project 2.3.2  Nev. Co. Coordinated Public Transit-Human Services Plan Update .....	18
Project 2.4    Coordination of Regional Planning .....	19
Project 2.4.2  Airport Land Use Commission Planning and Reviews .....	22
<b>WORK ELEMENT 3 - CALTRANS ACTIVITIES WITH NCTC</b> .....	23
<b>Glossary of Terms and Acronyms</b> .....	24
<b>BUDGET TABLES:</b>	
TABLE 1    Budget Summary.....	B-1
TABLE 2    Direct Costs.....	B-2
TABLE 3    Indirect Costs .....	B-3
TABLE 4    Revenues .....	B-4
TABLE 5    Expenditures.....	B-5
TABLE 6    Budget Detail .....	B-6

# NEVADA COUNTY TRANSPORTATION COMMISSION

CREATING A BETTER FUTURE BY BUILDING UPON SUCCESSES OF THE PAST



## **MISSION STATEMENT**

*The mission of the Nevada County Transportation Commission is to plan, communicate, and coordinate with the citizens and decision makers of Grass Valley, Nevada City, Nevada County, Town of Truckee, and with Caltrans to identify transportation needs, propose solutions, and assist in implementing projects to create a balanced regional transportation system, while protecting the rural qualities and historic character of Nevada County.*

### **Activities to Achieve the Mission Include, But are not Limited to, the Following:**

*NCTC develops a Regional Transportation Plan (RTP) which includes the actions, funding recommendations, and policy direction necessary to meet the needs of each transportation system component in the region.*

*NCTC interacts with the community through workshops, news media, the NCTC website and electronic newsletter.*

*NCTC develops and adopts a Regional Transportation Improvement Program (RTIP) that is consistent with the RTP.*

*NCTC conducts a comprehensive planning process in the development of its annual Overall Work Program so that funds expended on planning projects will implement the goals of the RTP.*

*NCTC reviews transportation plans and programs of member agencies and endorses them based on consistency with the RTP and RTIP. In keeping with this responsibility, NCTC strives to be creative in assisting the region in developing the revenues to construct improvement projects.*

*NCTC communicates and participates in workshops with Caltrans on proposed projects to be developed in the County of Nevada to ensure that the policies and goals of the RTP are implemented.*

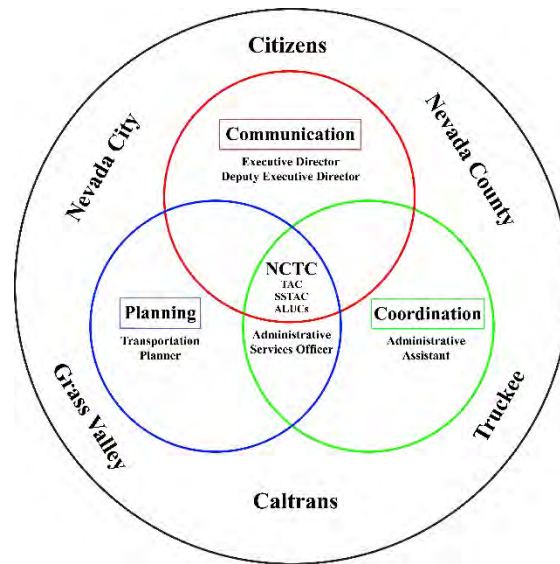
*NCTC coordinates with regional transportation planning agencies on legislation and statewide policy issues to ensure the region receives appropriate attention and funding from the State of California and the Federal government.*

*NCTC participates in interregional planning projects to ensure Nevada County projects support both regional and statewide transportation goals.*

*NCTC administers Transportation Development Act funds to ensure all statutory requirements are met, including the identification of the region's transit needs.*

*NCTC manages Regional Surface Transportation Program funds, Regional Transportation Mitigation Fee funds and Regional Improvement Program funds in accordance with Federal acts and statutes promulgated by the State of California, selecting and funding eligible transportation improvement projects based upon those that are most effective and beneficial to the region.*

# Nevada County Transportation Commission Organization Flow Chart



## **Nevada County Transportation Commission (NCTC)**

NCTC is a Regional Transportation Planning Agency (RTPA) created pursuant to Title 7.88 of the State of California Government Code, Section 67920. As the RTPA for Nevada County, the NCTC coordinates transportation planning for Grass Valley, Nevada City, Nevada County, and the Town of Truckee.

The NCTC board has seven members. Four members are appointed by the Board of Supervisors and three are appointed by the incorporated municipalities in the County. The Board of Supervisors appoints two of its members and two County at-large representatives. The municipalities appoint three city/town council members; one each from Nevada City, Grass Valley, and the Town of Truckee.

## **Technical Advisory Committee (TAC)**

The TAC is made up of representatives of public transit operators, local public works and planning departments, public airport operators, the air pollution control district, and Caltrans. The Committee provides technical input on transportation issues and ensures there is coordination and cooperation in the transportation planning process.

## **Social Services Transportation Advisory Council (SSTAC)**

The SSTAC is made up of potential transit users who are representatives of the general public; seniors and/or disabled; social service providers for seniors, disabled, and persons of limited means; local social service and consolidated transportation providers; and Truckee residents who represent the senior and Hispanic communities. The goal of the SSTAC is to maintain and improve transportation services to the residents of Nevada County, particularly the underserved and underrepresented members of the community, such as the elderly and disabled. The SSTAC recommends action to the Commission relative to the unmet transit needs findings, and advises the Commission on transit issues, including coordination and consolidation of specialized transportation services.

## **Airport Land Use Commissions (ALUCs)**

The Nevada County Transportation Commission has been designated as the Airport Land Use Commission for the Nevada County Airport and provides staff for the Truckee Tahoe ALUC. The purpose of Airport Land Use Commissions is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within the areas around the airports, to the extent that these areas are not already devoted to incompatible uses.

## **Nevada County Demographics**

As of January 1, 2018, the California Department of Finance estimated the population of Nevada County at 99,155. The largest municipality is Truckee with a population of 16,681, followed by Grass Valley at 13,041 and Nevada City at 3,226. The unincorporated portion of the County has a population of 66,207. Nevada County Quick Facts on Census.gov reported the racial makeup of the county as 85.4% White, followed by 9.5% Hispanic, 1.4% Asian, 1.3% Native American, and 0.5% Black or African-American. Quick Facts indicates that 10.9% of the population was below the poverty level.

## **OVERALL WORK PROGRAM INTRODUCTION**

NCTC annually adopts a budget through the preparation of an Overall Work Program (OWP). This work program describes the planning projects and activities or work elements that are to be funded, and the type of funds that will pay for the expenditures, such as Rural Planning Assistance (RPA), Local Transportation Funds (LTF), or Federal Transit Administration (FTA). A Memorandum of Understanding (MOU) between NCTC, the Cities of Grass Valley and Nevada City, the Town of Truckee, and the County of Nevada provides for the coordination of regional transportation planning with local governments in Nevada County. The Commission staff prepares a draft OWP and in accordance with the MOU, solicits and integrates comments from each of the jurisdictions. The proposed work program is then submitted to the Commission for approval and forwarded to Caltrans. Caltrans, as the grantor of Rural Planning Assistance funds and Federal Transit Assistance funds, approves the OWP. The budget reflects the on-going regional transportation planning process in Nevada County. Major concerns of each of the jurisdictions and Caltrans are reflected in the elements and levels of funding. The OWP is updated each year to report on the progress of identified projects, propose new or continuing projects for the ensuing year, and to provide an estimate of the required funding of the OWP elements.

### **Public Participation**

Public involvement is a major component of the transportation planning and programming processes. NCTC makes a concerted effort to solicit public input from all Nevada County residents, including under-represented groups, in many aspects of transportation planning within Nevada County. Specific examples are listed below:

- ◆ NCTC maintains a website ([www.nctc.ca.gov](http://www.nctc.ca.gov)), and a Facebook page to keep the public informed of transportation planning and programming efforts underway in Nevada County. Agendas are posted on the bulletin boards of local jurisdictions and emailed to mobile home parks, residential home owners associations, senior centers, environmental advocates, associations representing the private sector, and individuals that have asked to be included on the distribution list.
- ◆ Articles on the preparation of the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP), as well as the public comment periods, are posted on the NCTC website.
- ◆ Copies of the Draft RTP are made available for review at the main public libraries in western and eastern Nevada County, as well as on the NCTC website.
- ◆ Press releases are sent to the media establishments in western and eastern Nevada County announcing the Draft RTP is available for review and comment and noting some key findings.
- ◆ Public hearings are held and noticed in the main newspapers in western and eastern Nevada County prior to adoption of the RTP and RTIP.
- ◆ Each year public notifications are sent out to encourage participation in transportation planning processes, such as the annual unmet transit needs public hearing held by the Transit Services Commission (TSC) and numerous public workshops relating to the transportation projects and planning activities of NCTC.
- ◆ Citizens are encouraged to attend and speak at NCTC meetings on any matter included for discussion on the agenda at that meeting.

### **Regional Issues, Needs, and Goals**

The main transportation issues in western Nevada County are related to providing adequate infrastructure and services to meet the needs of the County, while maintaining and enhancing the rural character and environmental qualities of the area. In western Nevada County, interregional traffic adds to the existing challenge and need to maintain and improve the transportation system.



In eastern Nevada County, the issues also stem from the challenges to meet the needs related to the high volumes of traffic generated by travelers taking advantage of the world-class recreational opportunities available in the Truckee-North Tahoe area. To address these issues requires a multi-modal approach to transportation planning in the region.

Acquiring adequate and timely funding for transportation improvements is the central need within all of the Nevada County issues. Implementation of highway and regional roadway improvements will be key to providing efficient operations, while improving safety and air quality. The 2000 Census reported that approximately 17.5% of the county population was over 65 years of age, in 2010 that population increased to 19.4%, and it is projected that by 2030 this population is expected to increase to over 30%. As the population of residents over the age of 65 increases, it will result in increased demand for public transit services in Nevada County. Additional state and federal transit operating and capital revenues will be necessary in order to meet the additional demand placed on the public transit systems.

Transportation issues facing Nevada County which have been identified as regionally significant include the following:

- ◆ Insufficient state, federal, and local transportation revenues
- ◆ Air quality/greenhouse gas emission reductions
- ◆ Coordination of land use, air quality, and transportation planning
- ◆ Providing and maintaining a transportation system that enhances safety, the efficient movement of all people, goods, services, and information, and environmental quality
- ◆ Efficient implementation of new technologies

Recognition of these issues leads to the overall goal of the Regional Transportation Plan, which is to provide and maintain a transportation system that enhances safety, the efficient movement of all people, goods, and services, and environmental quality. In the Policy Element this overarching goal is divided into the following four goals:

- 1) Provide for the safe and efficient movement of all people, goods, services, and information;
- 2) Reduce adverse impacts on the natural, social, cultural, and historical environment and the quality of life;
- 3) Develop an economically feasible transportation system;
- 4) Create and maintain a comprehensive, multi-modal transportation system to serve the needs of the County.

The following list of projects indicates progress made toward implementing the goals of the Regional Transportation Plan:

- Operation of Gold Country Stage, Truckee Transit, and associated paratransit services
- SR 49-La Barr Meadows Road Signalization and Widening project, constructed 2013
- SR 20/49 Dorsey Drive Interchange project, constructed 2014
- SR 49 Bicycle and Pedestrian Improvement project, constructed 2014
- SR 49 Signal Pre-emption, programmed 2012 STIP, construction 2015/16
- SR 89 “Mousehole” Grade Separation, programmed 2012 STIP, construction 2015/16
- Northeast Grass Valley Sidewalk Improvements, Preliminary Engineering 2014/15, construction 2015/16
- Northeast Grass Valley Sidewalk Improvements, Preliminary Engineering 2014/15, construction 2015/16
- SR 49-La Barr Meadows to McKnight Way, programmed 2012 STIP, Project Approval - Environmental Documentation 2016/17, Plans, Specifications, and Estimates 2018/19
- Newtown Road Class II/III Bike Lanes, Right-of-Way 2012-2015, construction 2016/17

**2019/20 Federal Planning Factors:**

As shown in the chart below, the Federal Planning Factors included in Fixing America’s Surface Transportation Act (Section 134(h), FAST Act, 2015) have been integrated into NCTC’s FY 2019/20 OWP:

1. Support the economic vitality of the region, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility of people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

<b><u>Planning Factors</u></b>	WE 1.1	WE 1.2	WE 2.1	WE 2.1.2	WE 2.1.4	WE 2.2	WE 2.2.2	WE 2.2.3	WE 2.3	WE 2.3.1	WE 2.3.2	WE 2.4	WE 2.4.2
Economic Vitality	X	X	X	X	X	X			X	X		X	
Safety	X		X	X	X	X	X	X	X	X		X	X
Security	X		X	X		X			X	X		X	
Accessibility	X		X	X	X	X	X	X	X	X	X	X	
Environment	X		X	X		X			X	X		X	
Connectivity	X		X	X	X	X	X	X	X	X	X	X	X
System Management & Operation	X	X	X	X	X	X	X	X	X	X	X	X	X
Preservation	X		X	X		X	X	X	X	X		X	X
Resiliency & Reliability	X	X	X	X	X	X			X	X	X	X	
Travel & Tourism	X		X	X	X	X			X	X		X	

## **WORK ELEMENT 1 - COMMUNICATION AND COORDINATION**

Public involvement is a major component of NCTC's planning process. The activities and products from Project 1.1, General Services and Communication, are intended to provide the public with complete information and timely notices, thereby giving full public access to key decisions.

Work Element 1 incorporates the following activities that are an integral part of accomplishing NCTC's Mission:

- *NCTC interacts with the community through workshops, news media, and the internet.*
- *NCTC conducts a comprehensive planning process in the development of its annual Overall Work Program so that funds expended on planning projects will implement the goals of the RTP.*

NCTC has the statutory responsibility to administer Transportation Development Act (TDA) funds, and to ensure that all expenditures of TDA funds are in conformity with the Regional Transportation Plan (RTP). NCTC also administers funds received from the Regional Surface Transportation Program (RSTP) and the Regional Transportation Mitigation Fee (RTMF) program. The work performed under Project 1.2, Fiscal Administration, has been incorporated into the NCTC Mission as follows:

- *NCTC administers Transportation Development Act funds to ensure all statutory requirements are met, including the identification of the region's transit needs.*
- *NCTC manages Regional Surface Transportation Program funds, Regional Transportation Mitigation Fee funds and Regional Improvement Program funds in accordance with Federal acts and statutes promulgated by the State of California, selecting and funding eligible transportation improvement projects based upon those that are most effective and beneficial to the region.*

Through communication, collaboration, and public outreach activities, Work Element 1 incorporates the ten Federal Planning Factors (see page I-5) into the NCTC planning program.

Information and data developed through these activities are included in the Regional Transportation Plan and in transit planning documents.

## WORK ELEMENT 1 - COMMUNICATION AND COORDINATION (continued)

### Project 1.1 - General Services and Communication

Purpose: Conduct communication and public outreach activities. Provide administrative and financial support for the operation of the Nevada County Transportation Commission and its advisory committees through the activities listed below.

#### Continuing Work:

- Public information and outreach activities (LTF)
- Preparation of agendas, minutes, notices, and correspondence (LTF)
- Track legislation pertinent to the transportation planning process (LTF)
- Technical Advisory Committee (TAC) activities (LTF)
- Provide staff services to SSTAC (LTF)
- Personnel administration (LTF)
- Maintain and update the NCTC website (LTF)
- Office lease (LTF)
- Purchase equipment (LTF)
- Maintain the Commission's office and equipment (LTF)
- Press releases and electronic newsletter (LTF)
- Reports on legislative measures (LTF)
- Update Conflict of Interest Code (LTF)
- Update DBE Program (LTF)
- Coordination with public safety agencies regarding the safety and security of the transportation system (LTF)
- Coordinate implementation of projects in the Regional Transportation Mitigation Fee (RTMF) Program. ((RTMF)
- Work with Nevada County, Grass Valley, and Nevada City to implement projects included in the multi-year Congestion Mitigation Air Quality (CMAQ) project listing. (LTF)
- Apply for FTA planning grants. (LTF)

#### Products:

- Documentation of Commission and/or TAC meetings (Bimonthly)
- Executive Director's Reports (Bimonthly)
- Personnel reviews (Annual)
- FTA Section 5311 Program of Projects (Mar 20)

#### **Budget 1.1**

<b>Revenues:</b>		
	LTF	\$208,982.41
	RTMF	\$5,000.00
<b>Total</b>		\$213,982.41
<b>Expenditures:</b>		
	NCTC	\$208,982.41
	HR Consulting	\$5,000.00
<b>Total</b>		\$213,982.41

Indirect costs are paid with local funds (see Budget Table 5).

**WORK ELEMENT 1 - COMMUNICATION AND COORDINATION (continued)**

**Project 1.2 - Fiscal Administration**

Purpose: Administer funds held by NCTC in accordance with the provisions of the TDA Guidelines and State and Federal requirements through the activities listed below.

Continuing Work:

- Develop and oversee Overall Work Program and annual budgets (LTF)
- Contract for and oversee fiscal and performance audits, as required (LTF)
- Provide assistance to claimants in completing claims and resolving audit findings and/or recommendations (LTF)
- Preparation of State Controller's Annual Report (LTF)
- Annual "Unmet Transit Needs" public hearing (LTF)
- Preparation of monthly financial reports (LTF)
- Review and process claims for TDA funds (LTF)
- Reports to Caltrans regarding FTA grants and RPA funds (LTF)
- Update transportation/transit claim guidelines and forms (LTF)
- Administer the Regional Transportation Mitigation Fee Program (RTMF)
- Administer the Regional Surface Transportation Program (LTF)
- Accounting/payroll (LTF)
- Coordination of community transit services and funding with Consolidated Transportation Service Agencies (LTF)
- Preparation of Triennial Performance Audits (LTF)

Products:

- Closeout FY 2018/19 OWP (Sept 18)
- Manage FY 2019/20 Overall Work Program (July 19-June 20)
- Draft FY 2020/21 Overall Work Program (Feb 20)
- Final FY 2020/21 Overall Work Program (May 20)
- Fiscal and Compliance Audits (July 19 - Dec 19)
- State Controller's Annual Report (Dec 19)
- Accounting Reports/Payroll/Payment Authorizations/Tax Reports (Ongoing)
- Financial reports (Monthly)
- Findings of Apportionment (Feb 20)

**Budget 1.2**

<b>Revenues:</b>		
	LTF	\$257,376.49
<b>Total</b>		\$257,376.49
<b>Expenditures:</b>		
	NCTC	\$213,636.49
	Fiscal Audits	\$43,740.00
<b>Total</b>		\$257,376.49

## WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING

NCTC has the responsibility to prepare and adopt a Regional Transportation Plan (RTP) directed to the achievement of a coordinated and balanced regional transportation system. The plan is to be action-oriented and pragmatic, considering both the short and long term future, and is to present clear, concise policy guidance to local and state officials. Projects 2.1 (Regional Transportation Plan), 2.2 (Transportation Improvement Programs), 2.3 (Transit and Paratransit Programs), and 2.4 (Coordination of Regional Planning), are tied to the NCTC Mission by the following activities:

- *NCTC develops a Regional Transportation Plan (RTP) which includes the actions, funding recommendations, and policy direction necessary to meet the needs of each transportation system component in the region.*
- *NCTC develops and adopts a Regional Transportation Improvement Program that is consistent with the RTP.*
- *NCTC reviews transportation plans and programs of member agencies and endorses them based on consistency with the RTP and RTIP. In keeping with this responsibility, the NCTC strives to be creative in assisting the region in developing the revenues to construct improvement projects.*
- *NCTC communicates and participates in workshops with Caltrans on proposed projects to be developed in the County of Nevada to ensure that the policies and goals of the RTP are implemented.*
- *NCTC coordinates with regional transportation planning agencies on legislation and statewide policy issues to ensure the region receives appropriate attention and funding from the State of California and the Federal government.*
- *NCTC participates in interregional planning projects to ensure Nevada County projects support both regional and statewide transportation goals.*

The following activities and products included in Work Element 2 are appropriate uses of Rural Planning Assistance Funds:

- ✓ Participate in Federal and State Clean Air Act transportation related air quality planning activities. (Projects 2.1 and 2.2)
- ✓ Develop and/or modify tools that allow for better assessment of transportation impacts on community livability (e.g. integration of GIS and census data into the regional traffic model and development of performance measurement tools and strategies). (Projects 2.1 and 2.4)
- ✓ Identify and document transportation facilities, projects, and services required to meet the regional and interregional mobility and access needs. (Projects 2.1, 2.2, and 2.3)
- ✓ Define solutions and implementation issues in terms of the multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources). (Projects 2.1 and 2.2)
- ✓ Assess the operational and physical continuity of transportation system components within and between metropolitan and rural areas, and interconnections to and through regions. (Projects 2.1, 2.3, and 2.4)
- ✓ Conduct transit needs public hearings and prepare transit development plans and transit marketing plans as appropriate. (Project 2.3)

## **WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING** (continued)

- ✓ Investigate methods to reduce vehicle travel and methods to expand and enhance travel services. (Projects 2.3 and 2.4)
- ✓ Incorporate transit and intermodal facilities, bicycle transportation facilities, and pedestrian walkways in projects where appropriate. (Projects 2.1, 2.2, and 2.3)
- ✓ Participate with regional, local and state agencies, the general public, and the private sector in planning efforts to identify and implement policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure. (Projects 2.1, 2.2, 2.3, and 2.4)
- ✓ Conduct collaborative public participation efforts to further extend transportation planning to communities previously not engaged in discussion. (Project 2.1 and 2.3)
- ✓ Create, strengthen, and use partnerships to facilitate and conduct regional planning activities between Caltrans, RTPAs, Metropolitan Planning Organizations (MPOs), transit districts, cities, counties, the private sector, and other stakeholders. (All WE 2 Projects)
- ✓ Use partners to identify and implement policies, strategies, programs and actions that enhance the movement of people, goods, services, and information. (Projects 2.1 and 2.3)
- ✓ Ensure that projects developed at the regional level are compatible with statewide and interregional transportation needs. (Projects 2.2 and 2.4)
- ✓ Conduct planning and project activities (including corridor studies, and other transportation planning studies) to identify, develop, and monitor current and future STIP projects. (Projects 2.1 and 2.2)
- ✓ Implement ways to meet transportation needs by using existing transportation facilities more efficiently. Encourage owners and operators of transportation facilities/systems to work together to develop operational objectives and plans maximizing utilization of existing facilities. (Projects 2.1, 2.3, and 2.4)
- ✓ Document environmental and cultural resources and develop and improve coordination between agencies using Geographic Information Systems (GIS), Intelligent Transportation Management Systems (ITMS), and other computer-based tools. (Projects 2.1 and 2.4)

Work Element 2, Regional Transportation Planning, incorporates the ten Federal Planning Factors into the NCTC planning program (see page I-5).

Monitoring safety and operational data of transportation facilities and services in Projects 2.1 and 2.3 will aid NCTC efforts to incorporate “safety” and “security” within the planning process. Through expanded Technical Advisory Committee meetings, transportation planning will be coordinated with emergency preparedness plans in the region. Systems management and operational data will be used to identify opportunities to increase transit ridership and develop operational improvements for regional transportation facilities. Management and operations data will also be key components in guiding capital investment plans for regional transportation system facilities and services. Planning activities will include coordination with nonemergency human service transportation providers. NCTC will also provide information to regional transit operators to ensure appropriate safety, security, and operational training opportunities are provided.

## **WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

### **Project 2.1 - Regional Transportation Plan (RTP)**

Purpose: Monitor implementation of the RTP through the following activities:

- Update travel demand models and circulation plans.
- Coordinate the RTP with Caltrans planning documents.
- Coordinate the RTP with county, town, and city general plans.
- Complete planning studies on projects in the RTP in order to be programmed in the RTIP.
- Plan and coordinate local, regional, state, and federal funding for RTP projects (e.g. RTMF, STIP, RSTP, SHOPP, CMAQ, and federal grants).

#### Previous Work:

- 2010 and 2015 Nevada County Regional Transportation Plans.
- Completion of the RTP environmental documentation.
- Development of regional transportation models.
- Development of the Regional Transportation Mitigation Fee program.
- Assist member agencies with review and update of transportation capital improvement programs (CIPs) and master plans.
- Incorporate local agency transportation CIPs and master plans into the RTP and RTIP as appropriate.
- Update traffic model land use files.
- Participate in updates of Nevada County, Truckee, Grass Valley, Nevada City General Plans.
- Conduct and update planning studies as needed for regional projects identified by NCTC, TAC, and member agencies.
- Analyze alternative growth scenarios and report on related infrastructure needs and costs.
- Identify Right-of-Way needed for future transportation projects.
- Conduct technical studies necessary to support policies and projects included in the RTP.
- Work with Nevada County's GIS staff to ensure the following airport information is included in the GIS data base: airport locations, airport boundaries, noise contours, airport influence area, and ground access routes to airports.
- Incorporate into the RTP, policies, strategies, programs, and actions that enhance movement of people, goods, services, and information.

#### Continuing Work:

- Solicit input from citizens and transportation stakeholders, including the Native American community, and agencies regarding transportation issues. (RPA & LTF)
- Monitor implementation of Corridor System Management Plan (CSMP) recommendations. (RPA & LTF)
- Update capital improvement needs lists. (RPA & LTF)
- Work with Northern Sierra Air Quality Management District (NSAQMD) to determine air quality impacts of regional transportation plans and improvement programs. (RPA & LTF)
- Participate with NSAQMD, Caltrans, and other agencies in planning related to Federal 8-hour ozone standards. (RPA & LTF)
- Develop information to evaluate goods movement impacts on the region's transportation system and consider air quality issues related to goods movement. (RPA & LTF)
- Update Highway Performance Monitoring System (HPMS) data. (RPA & LTF)



## WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)

### Project 2.1 - Regional Transportation Plan (RTP) (continued)

- Coordinate with public safety agencies. (RPA & LTF)
- Integrate system safety and security elements into the RTP. (RPA & LTF)

#### Additional Work Activities:

- Monitor existing traffic conditions and safety data. (RPA & LTF)
- Coordinate with Caltrans to develop and implement performance measures in the regional planning process. (RPA & LTF)
- When developing regional transportation projects and updating planning documents, NCTC will consider and incorporate transit services, intermodal facilities, and pedestrian bicycle facilities whenever appropriate. (RPA & LTF)
- Planning activities related to CMAQ program including preparation and releasing of call for projects, review and ranking applications, project selection, and programming. (RPA & LTF)
- Coordinate review of safety and design concerns related to state highway projects. (RPA & LTF)
- Update travel demand model to address new Vehicle Miles Traveled (VMT) requirements. (RPA & LTF)

#### Products:

- Reports on air quality issues (Annual)
- Reports on traffic conditions and safety data (Annual)
- Reports on new issues and projects to be included in the RTP (Annual)
- Progress reports on project planning activities (Bimonthly)

### Budget 2.1

<b>Revenues:</b>		
	LTF	\$33,520.42
	RPA <i>Formula</i>	\$138,971.54
	STIP PPM	\$0.00
<b>Total</b>		* \$172,491.96
<b>Expenditures:</b>		
	NCTC	\$113,481.19
	Traffic Engineering	\$10,000.00
	Local Agency Participation	\$30,000.00
	Traffic Counts	\$19,010.76
<b>Total</b>		* \$172,491.95

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

## **WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

### **Project 2.1.2 – RTP Implementation: VMT Thresholds (continued from FY 2018/19)**

Purpose: Senate Bill 743 mandated the Governor’s Office of Planning and Research (OPR) to develop a new metric for determining the level of significance of transportation impacts under the California Environmental Quality Act (CEQA). OPR’s Final Proposed Guidelines for Transportation Impact Analysis in CEQA eliminates the use of Level of Service (LOS) and replaces it with Vehicle Miles Traveled (VMT) thresholds to determine whether land use development projects and capacity increasing transportation projects result in significant impacts under CEQA.

The referenced guidance identifies numerous methods and models to estimate and establish VMT thresholds, including the California Statewide Travel Demand Model, sketch models, and various travel demand models. The purpose of this project is to procure a consultant to analyze the different methodologies and models, develop sample estimations of VMT generated by residential and commercial land use projects, and provide recommendations for VMT thresholds. This information will assist the jurisdictions in establishment of legally defensible VMT thresholds for land use development projects and transportation projects as required by SB 743.

#### Previous & Continuing Work:

- 2015 Performance Based Nevada County Regional Transportation Plan
- NCTC Regional Travel Demand Model update
- Grass Valley Travel Demand Model update
- Prepare and distribute a Request for Proposal to qualified consultants
- Establish Project Selection Committee and Project Advisory Committee
- Review and rank proposals, conduct oral interviews, and finalize consultant ranking
- Select consultant and execute contract
- Finalize the work program and refine scope of work
- Project meetings and coordination (RPA)
- Project Advisory Committee activities (RPA)
- Project support and administration of grant (RPA)
- Prepare quarterly reports and invoices (RPA)
- Project initiation and data collection (RPA)
- Identify general plan policies and strategies that will support implementation of VMT thresholds in each of the jurisdictions (RPA)
- Analyze the different VMT estimation methodologies and available models (RPA)
- Determine appropriate regional and sub-regional VMT thresholds boundaries for unincorporated Nevada County (RPA)
- Determine the appropriate methodology for the analysis of induced demand for roadway improvement projects (RPA)
- Analyze methodologies for calculating VMT reductions for applicable mitigation measures (RPA)

#### Additional Work Activities:

- Develop recommended methodologies and thresholds for each jurisdiction (RPA)

**WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

**Project 2.1.2 – RTP Implementation: VMT Thresholds (continued)**

- Update NCTC Travel Model:
  1. Represent Intrazonal Travel: Estimate VMT for trips within Traffic Analysis Zones
  2. Adjust Gateway Distances: Represent full accounting of trips originating or ending in the model area
  3. Convert Land Use: Calculate representative population and employment for model area
- Prepare Draft Report (RPA)
- Prepare Final Report (RPA)

Products:

- Draft Report (Aug. 19)
- Final Report (Sept. 19)

**Budget 2.1.2**

<b>Revenues:</b>	<b>Total Budget</b>	<b>17/18</b>	<b>18/19</b>	<b>19/20</b>
LTF	\$1,970			\$1,970.36
RPA <i>Formula</i> *	\$135,734	\$37,110	\$60,451	\$38,173.14
<b>Total</b>	\$137,704	\$37,110	\$60,451	\$40,143.50
<b>Expenditures:</b>				
NCTC	\$48,003	\$20,885	\$25,148	\$1,970.36
Consultant	\$89,701	\$16,225	\$35,303	\$38,173.14
<b>Total</b>	\$137,704	\$37,110	\$60,451	\$40,143.50

\*RPA Current Year and Carryover, see Table 4

## WORK ELEMENT 2 – REGIONAL TRANSPORTATION PLANNING (continued)

### Project 2.1.4 – Truckee Big Data Daily VMT Analysis

Purpose: The state recently adopted SB 743 to balance the needs of congestion management with the following statewide goals: 1) reduction of greenhouse gas emissions; 2) infill development; and 3) public health through active transportation. It is meant to ensure that the environmental impacts of traffic such as noise, air pollution, and safety concerns continue to be addressed and mitigated through CEQA. Specifically, the law requires that jurisdictions consider Vehicle Miles Traveled (VMT) in CEQA transportation analyses.

In order to assist jurisdictions within Nevada County in complying with this new law, the Nevada County Transportation Commission (NCTC) retained a consultant, to recommend vehicle miles traveled (VMT) analysis methodologies and thresholds. The study includes recommendations for land use projects, land use plans, and transportation projects. The study recommends that one approach to establishing VMT thresholds for the Town of Truckee would be to utilize Big Data resources (such as Streetlight or INRIX) to scale the Town's PM Peak Hour travel demand model data and traffic volumes to daily volumes (as these sources can provide relative traffic volumes over the course of a day). This information will be used to develop average annual VMT data for eastern Nevada County/Town of Truckee. This information will be utilized for the Greenhouse Gas (GHG) CEQA analysis for NCTC's update of the Nevada County Regional Transportation Plan (RTP). The data will also be used by the Town of Truckee to establish interim VMT thresholds and analyze potential ways to reduce overall regional VMT, thereby reducing emissions and GHG in accordance with the goals of the RTP. The "Big Data" will also help the Town understand the seasonal variations in travel behavior to inform the current General Plan update process and CEQA analysis.

#### Previous Work:

- RTP Implementation: VMT Thresholds Study

#### Additional Work Activities:

- Project meetings and coordination (RPA & LTF)
- Project Advisory Committee activities (RPA & LTF)
- Project support and administration of grant (RPA & LTF)
- Project initiation and data collection (RPA)
- Prepare quarterly reports and invoices (RPA & LTF)
- Extract Big Data (RPA)
- Develop daily VMT estimate (RPA)
- Evaluate Emergency Evacuation Scenarios (RPA)
- Present study findings to Truckee Town Council and the public (RPA)

#### Products:

- Big Data Analysis Results (Nov 19)
- VMT Methodology Report (Mar 20)
- Emergency Evacuation Analysis Report (Jan 20)
- Town Council Presentation (May 20)
- Information Posted to Truckee's Website (Jun 20)

### Budget 2.1.4

<b>Revenues:</b>		
	LTF	\$9,359.19
	RPA Grant	\$36,942.00
<b>Total</b>		\$46,301.19
<b>Expenditures:</b>		
	NCTC	\$9,359.19
	Town of Truckee	\$36,942.00
<b>Total</b>		\$46,301.19

## WORK ELEMENT 2 – REGIONAL TRANSPORTATION PLANNING (continued)

### Project 2.1.5 - Regional Traffic Model Update

Purpose: Update the NCTC Travel Demand Forecasting (TDF) model to identify future improvements to the regional system of roads, streets, and highways. Review and reassess the TransCAD model, to verify the appropriate 4D enhancements (land use Density, land use Diversity, pedestrian Design, and access to regional Destinations) are identified and implemented.

#### Previous and Continuing Work:

- Review and update traffic counts and model land use data.
- Reassess the TDF model for 4D enhancements and SB 743 compliance.
- Run TDF models for horizon years.
- Monitor existing traffic conditions and safety data.
- Review and confirm model network improvements for future year scenarios.

#### Products:

- Statement of Qualifications (Nov 19)
- Consultant Contract (Jan 20)
- Draft Report (May 20)
- Final Report (July 20)

### Budget 2.1.5

<b>Revenues:</b>		
	RPA	\$13,581.15
	LTF	\$61,438.96
<b>Total</b>		<b>\$75,020.11</b>
<b>Expenditures:</b>		
	NCTC	\$5,020.11
	Consultant	\$70,000.00
<b>Total</b>		<b>\$75,020.11</b>

## WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)

### Project 2.2 - Transportation Improvement Programs

Purpose: To monitor implementation of the Regional Transportation Improvement Program (RTIP) and provide policy analysis and recommendations regarding the RTIP and the State Transportation Improvement Program (STIP) through the activities listed below.

#### Previous Work:

- Coordinate with Nevada County Airport manager regarding potential impacts of the Dorsey Drive Interchange project on access to the airport.
- Complete traffic modeling analyses required for Air Quality Conformity.
- Participate with Nevada County in the Brunswick Road/Loma Rica Drive Intersection Alternatives Feasibility Analysis.
- Participate with Grass Valley in the McKnight Way Interchange Alternatives Feasibility Analysis.
- Participate with Grass Valley in preparation of the Accessibility Transition Plan.
- Participate with Grass Valley on the Dorsey Drive Interchange project.
- Monitor progress on the SR 89 "Mousehole" project.

#### Continuing Work:

- Monitor STIP implementation. (RPA & LTF)
- Monitor planning, design, and construction of improvement projects on SR 49 widening between the Wolf/Combie Road intersection and Grass Valley. (RPA & LTF)
- Encourage interagency coordination necessary to identify and develop new RTIP projects. (RPA & LTF)
- Communicate and coordinate with Caltrans to identify and implement incremental projects (such as an interim 3-lane cross section) to accelerate the safety improvements to the SR 49 corridor between Grass Valley and the Combie/Wolf Road intersection. (RPA & LTF)
- Participate with Caltrans in developing the SR 49 Corridor System Management Plan. (RPA & LTF)
- Coordinate with Caltrans regarding Interregional Transportation Improvement Program (ITIP) participation in STIP funded projects in Nevada County. (RPA & LTF)

#### Products:

- Status reports on Nevada County's STIP projects (Bimonthly)
- Reports regarding implementation of the Nevada County RTIP (Ongoing)
- Reports on implementation of the Caltrans SR 49 Corridor System Management Plan (Annual)

### Budget 2.2

<b>Revenues:</b>		
	LTF	\$14,050.69
	STIP PPM	\$56,613.53
<b>Total</b>		\$70,664.22
<b>Expenditures:</b>		
	NCTC	\$70,664.22
<b>Total</b>		\$70,664.22

**WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

**Project 2.2.2 – SR 174/20 Intersection Analysis**

Purpose: Perform a complete Intersection Control Evaluation (ICE) for a complex triangular intersection of streets which serve as a main connection point and gateway to the City of Grass Valley. The intersection is a difficult and congested mix of City arterial streets, and local highway and State highway frontage roads and access ramps.

Previous & Continuing Work:

- Completion of the RTP environmental documentation
- Development of regional transportation models
- Update capital improvement needs lists
- Consultant selection process

Additional Work Activities:

- Project meetings and coordination (RPA/PPM)
- Project Advisory Committee activities (RPA/PPM)
- Project support and administration of grant (RPA/PPM)
- Prepare quarterly reports and invoices (RPA/PPM)
- Project initiation and data collection (RPA/PPM)
- Develop potential improvement alternatives (RPA/PPM)
- Prepare Draft Report (RPA/PPM)
- Public workshops (RPA/PPM)
- Prepare Final Report (RPA/PPM)
- Prepare Active Transportation Program (ATP) grant application (RSTP)

Products:

- Working Paper #1 (Mar 19)
- Working Paper #2 (Apr 19)
- Draft Report (Dec 19)
- Final Report (Jan 20)
- ATP Grant Application (Jun 20)

**Budget 2.2.2**

<b>Revenues:</b>			18/19	19/20
	RPA Grant*	\$47,700	\$25,458	\$22,241.99
	RPA <i>Formula</i>	\$10,125	\$2,363	\$7,762.79
	STIP PPM	\$13,853		\$13,853.00
	LTF	\$5,866		\$5,865.68
	RSTP	\$20,000		\$20,000.00
<b>Total</b>		\$97,544	\$27,821	\$69,723.46
<b>Expenditures:</b>				
	NCTC	\$12,544	\$4,781	\$7,762.79
	Consultant	\$85,000	\$23,039	\$61,960.67
<b>Total</b>		\$97,544	\$27,820	\$69,723.46

\*RPA Grant for 19/20 is Carryover, see Table 4

## WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)

### Project 2.2.3 – Nevada City SR 49 Multimodal Corridor Plan

Purpose: Improve safety in the corridor, improve connectivity between modes and facilities, and expand mobility options along the corridor in a cost-effective manner.

Previous & Continuing Work:

- Completion of the 2015 RTP
- Development of regional transportation models
- Update of Western Nevada County Transit Development Plans, Nevada County Bicycle Master Plan and Nevada County Pedestrian Improvement Plan
- Consultant selection process

Additional Work Activities:

- Project meetings and coordination (PPM)
- Project Advisory Committee activities (PPM)
- Project support and administration of grant (PPM)
- Prepare quarterly reports and invoices (PPM)
- Project initiation and data collection (PPM)
- Develop potential improvement alternatives (PPM)
- Prepare Draft Report (PPM)
- Public workshops (PPM)
- Prepare Final Report (PPM)
- Prepare HSIP and ATP grant applications (RSTP)

Products:

- Working Paper #1 (May 19)
- Working Paper #2 (May 19)
- Draft Report (Sept 19)
- Final Report (Dec 19)
- HSIP and ATP Grant Applications (Jun 20)

### Budget 2.2.3

<b>Revenues:</b>			18/19	19/20
	STIP PPM	\$62,471	\$29,361	\$33,110.26
	RSTP	\$34,500		\$34,500.00
<b>Total</b>		\$96,971	\$29,361	\$67,610.26
<b>Expenditures:</b>				
	NCTC	\$12,471	\$4,709	\$7,762.79
	Consultant	\$84,500	\$24,652	\$59,847.47
<b>Total</b>		\$96,971	\$29,361	\$67,610.26



## WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)

### Project 2.3 - Transit and Paratransit Programs

Purpose: Work with city, county, and town staff to improve efficiency, productivity, and cost effectiveness of existing transit and paratransit systems through the activities listed below.

Previous Work:

- Transit Development Plans

Additional Work Activities:

- Monitor ridership, expenditures, and revenue for each system. (LTF & RPA)
- Hold coordination meetings with transit and paratransit providers. (LTF & RPA)
- Check operational performance indicators for each system. (LTF & RPA)
- Assist in implementation of Transit Development Plans and Coordinated Public Transit-Human Services Transportation Plan. (LTF & RPA)
- Develop and present information regarding alternative forms of transportation that are practical for Nevada County. (LTF & RPA)
- Coordinate with human service transportation providers. (LTF & RPA)
- Distribute press releases and other educational information regarding alternative forms of transportation. (LTF & RPA)
- Participate on the Accessible Transportation Coalition Initiative-Mobility Action Partners Coalition. (LTF & RPA)

Products:

- Reports to the Commission regarding staff participation in the transit and paratransit planning processes (Bimonthly)

#### Budget 2.3

<b>Revenues:</b>		
	LTF	\$11,724.20
	RPA Formula	\$42,643.61
<b>Total</b>		\$54,367.81
<b>Expenditures:</b>		
	NCTC	\$54,367.81
<b>Total</b>		\$54,367.81

## **WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

### **Project 2.3.1 - Western Nevada County Transit Development Plan (WNCTDP)**

Purpose: This study will analyze a wide range of service, capital, institutional and management, and financial alternatives. The consultant will evaluate the existing transit systems, research opportunities for improved coordination in the region, determine the most efficient approach to meet the needs of the public, and identify where transit resources should be devoted over the plan period. Public involvement and outreach activities (i.e., community and stakeholder meetings, public forums, on-board surveys, etc.) are integral components of the study. The WNCTDP will include a year-by-year implementation schedule for all plan elements, identifying the responsible parties and financial requirements.

#### Previous Work:

- Western Nevada County TDP Update, 2016.
- Triennial Performance Audits.
- Western Nevada County Public Transportation Governance Study, 2012.
- Nevada County Coordinated Public Transit-Human Services Transportation Plan.

#### Additional/Continuing Work Activities:

- Prepare and distribute a Request for Proposal to qualified consultants (RPA)
- Review proposal, select consultant, and execute a contract. (RPA)
- Finalize the work program and refine the scope of work. (RPA)
- Project administration and coordination. (RPA)
- Project initiation and data collection. (RPA)
- Analyze existing transportation services. (RPA)
- Review ridership data. (RPA)
- Summarize and assess transit needs. (RPA)
- Stakeholder involvement and public outreach. (RPA)
- Conduct onboard surveys. (RPA)
- Identify and evaluate service alternatives. (RPA)
- Develop capital, financial, and management alternatives. (RPA)
- Preparation and presentation of draft TDP. (RPA)
- Modify draft TDP and prepare final plan. (RPA)
- Project meetings and coordination. (RPA)

#### Products:

- Scope of Work. (Oct 19)
- Request for Proposals. (Nov 19)
- Consultant contract. (Jan 20)
- Quarterly Progress Reports (Mar 20 – Mar 21)
- Technical Memoranda: Existing Conditions, Major Activity Centers, Existing Services and Ridership Data, Paratransit Costs and Coordination of Services, Transit Demand Areas and Needs in Outlying Areas, Stakeholder Involvement, Onboard Surveys, Public Workshops, Analysis of Service Alternatives and Efficiency of Paratransit Services, Capital Needs and Funding Sources, Report of Institutional Management Alternatives. (Feb 20 - Nov 20)
- Draft report. (Jan 21)
- Final report and Implementation Schedule. (Mar 21)

**WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

**Project 2.3.1 - Western Nevada County Transit Development Plan (WNCTDP) (continued)**

**Budget 2.3.1**

<b>Revenues:</b>		
	RPA Grant	\$80,000.00
	RPA <i>Formula</i>	\$10,415.88
<b>Total</b>		\$90,415.88
<b>Expenditures:</b>		
	NCTC	\$10,415.88
	Consultant	\$80,000.00
<b>Total</b>		\$90,415.88

## WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)

### Project 2.3.2 – Nevada County Coordinated Public Transit-Human Services Plan Update

Purpose: The primary focus of this project is to support and expand the facilitation of transportation coordination among the various human service entities and the private and public transportation services. The strategies update the current Coordinated Public Transit – Human Services Transportation Plan and will address existing transportation service gaps and needs.

Previous Work:

- 2014 Nevada County Coordinated Public Transit-Human Services Transportation Plan.

Additional Work Activities:

- Prepare and distribute a Request for Proposal to qualified consultants. (LTF)
- Establish Project Advisory Committee (PAC) and manage involvement. (LTF)
- Review proposal, select consultant, and execute a contract. (LTF)
- Finalize the work program and refine the scope of work. (RPA & LTF)
- Project initiation and data collection. (RPA & LTF)
- Prepare demographic profile of Nevada County. (RPA & LTF)
- Assessment of public, private, and social service transportation options. (RPA & LTF)
- Stakeholder outreach to identify unmet transportation needs and gaps in service. (RPA & LTF)
- Develop solutions to address unmet transportation needs and gaps in service. (RPA & LTF)
- Develop implementation plan for high priority strategies (RPA & LTF)
- Preparation and presentation of draft report. (RPA & LTF)
- Modify draft report and prepare final report. (RPA & LTF)
- Project support and administration of grant. (LTF)

Products:

- Scope of Work. (Oct 19)
- Request for Proposals. (Nov 19)
- Consultant contract. (Jan 20)
- Quarterly Progress Reports (Mar 20 – Mar 21)
- Technical Memoranda: Demographics and Conditions, the Center Existing Services and Coordination of Services, Unmet Transit Needs and Transit Demand Areas, Onboard Surveys, Stakeholder Interviews, Public Workshops, Strategies to Meet Needs and Prioritization of Strategies, Recommended Strategies and Funding Sources. (Feb 20 – Nov 20)
- Draft Report. (Jan 21)
- Final Report and Implementation Schedule (Mar 21)

#### Budget 2.3.2

<b>Revenues:</b>		
	LTF	\$7,134.96
	RPA Grant	\$50,000.00
<b>Total</b>		\$57,134.96
<b>Expenditures:</b>		
	NCTC	\$7,134.96
	Consultant	\$50,000.00
<b>Total</b>		\$57,134.96

## **WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

### **Project 2.4 - Coordination of Regional Planning**

Purpose: Enhance NCTC's regional planning efforts through the following activities:

- Coordinate local land use planning with regional transportation planning.
- Analyze regional transportation impacts of proposed development projects.
- Improve Transportation Systems Management (TSM) and Transportation Demand Management (TDM) efforts in the region.
- Provide for Commission participation in studies done by other agencies.
- Promote cooperation between regional planning agencies.
- Promote regional transportation services (e.g. connections to Capitol Corridor rail service).

Previous Work:

- Review of local development projects and environmental documents.
- Traffic model analyses of development projects, and modifications to regional and local transportation facilities proposed by public agencies.
- Study to extend Capitol Corridor train service to Truckee/Tahoe area.
- Participate in the SR 49 Corridor Study with Placer County Transportation Planning Agency (PCTPA) and Caltrans.
- Participate in the Tahoe Gateway Intelligent Transportation Study.
- Coordinate with Placer County, PCTPA, Nevada County, and Caltrans as a Technical Advisory Committee for the SR 49 Corridor Study.
- Coordinate with Caltrans, SACOG, El Dorado Transportation Commission, Sierra County Transportation Commission, and Placer County Transportation Planning Agency to update and maintain the Tahoe Gateway ITS Regional Architecture.
- Participate with Caltrans and RTPAs to pursue rail projects that will improve goods movement and enhance passenger rail service.
- Work with the Northern Sierra Air Quality Management District (NSAQMD) to develop and implement transportation control measures consistent with the region's air quality non-attainment plan and regional transportation plan.
- In conjunction with PCTPA and Caltrans, actively pursue, develop, and implement funding for SR 49 corridor improvements.
- Participate as a member of the Tahoe Gateway Architecture Maintenance Team.
- Coordinate with member agencies to reestablish and enhance Transportation Demand Management (TDM) programs in Nevada County.
- Assist with modeling and traffic analyses as requested by jurisdictions and approved by NCTC.
- Analyze transportation impacts of development proposals.
- Analyze proposed modifications to city and county land use plans.
- Participate in the North State Super Region “North State Transportation for Economic Development Study.”
- Review updates of the Circulation and Land Use Elements of General Plans for Nevada County, cities of Grass Valley and Nevada City, and the Town of Truckee to ensure consistency with the adopted Airport Land Use Compatibility Plans (ALUCPs) for the Nevada County and Truckee Tahoe airports.

## **WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

### **Project 2.4 - Coordination of Regional Planning (continued)**

#### Continuing Work:

- Participate in Regional Transportation Planning Agency group meetings and California Rural Counties Task Force meetings. (RPA & LTF)
- Participate in Federal and State Clean Air Act transportation related air quality planning activities. (RPA & LTF)
- Participate in the Truckee/North Tahoe Transportation Management Association (TNT/TMA) and Resort Triangle Transportation Planning Coalition (RTTPC) meetings. (RPA & LTF)
- Review and comment on Caltrans Systems Plans and related documents. (RPA & LTF)
- Participate in inter-regional planning projects (e.g. North State Super Region (NSSR), I-80 Corridor Management Plan, and Trans-Sierra Transportation Coalition). (RPA & LTF)
- Coordination with the Nevada County Economic Resource Council. (RPA & LTF)
- Monitor legislation that impacts transportation planning. (LTF)
- Monitor planning efforts of Grass Valley, Nevada City, Nevada County, and Truckee. (RPA & LTF)
- Present information to local civic groups regarding regional transportation planning. (RPA & LTF)
- Participate in local ad hoc committees. (RPA & LTF)
- Maintain formal consultation with Native American Tribal Governments. (RPA & LTF)
- Monitor implementation of the Nevada County Active Transportation Plan. (RPA & LTF)
- Participate in the “Zero Traffic Fatalities Task Force”. (RPA & LTF)
- Participate in Critical Freight Corridors Working Group. (RPA, LTF)
- Participate in SR 49 Stakeholders Committee. (RPA, LTF)
- Distribute press releases. (RPA & LTF)
- California Local Streets and Roads Needs Assessment Oversight Committee Participation (RPA & LTF)
- Coordinate with partner agencies to implement the MAPI-21/FAST Act performance-based approach in the scope of the transportation planning process. (RPA & LTF)
- Participate in the California Federal Programming Group (CFPG). (RPA & LTF)
- Participate in the Transportation Cooperative Committee. (RPA & LTF)
- Participate on the Truckee Transit Center Study Project Advisory Committee. (RPA & LTF)
- Coordinate with local jurisdictions in the identification of pedestrian and bicycle projects that meet the requirements for Active Transportation Program grant funding and assist with preparation of applications. (RPA & LTF)
- Coordinate with partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, interregional, and state highway systems. (RPA & LTF)
- Participate in Interregional Transportation Strategic Plan (ITSP) Workshops. (RPA & LTF)
- Participate in Federal Rescission working group. (RPA & LTF)
- Participate with North Tahoe SSTAC and Placer County SSTAC in coordination of unmet needs hearings.

#### Products:

- Reports regarding participation in regional coordination activities (e.g. Zero Traffic Fatalities Task Force, Critical Freight Corridors Working Group, ITSP Workshops, and Critical Freight Corridors Working Group). (Bimonthly)
- Reports on coordination with the Nevada County Economic Resource Council. (Bimonthly)

**WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)**

**Project 2.4 - Coordination of Regional Planning (continued)**

- Reports on SR 49 Corridor improvements. (Bimonthly)
- Reports to the Commission regarding North State Super Region meetings and activities. (Bimonthly)
- Reports regarding RTPA and RCTF meetings. (Bimonthly)
- Reports regarding TNT/TMA and RTTPC activities. (Bimonthly)

**Budget 2.4**

<b>Revenues:</b>		
	LTF	\$17,270.56
	RPA <i>Formula</i>	\$77,585.78
<b>Total</b>		* \$94,856.35
<b>Expenditures:</b>		
	NCTC	\$92,263.35
	Local Sts/Rds Needs Assessment	\$593.00
	RCTF	\$2,000.00
<b>Total</b>		\$94,856.35

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

## WORK ELEMENT 2 - REGIONAL TRANSPORTATION PLANNING (continued)

### Project 2.4.2 – Airport Land Use Commission Planning and Reviews

Purpose: Enhance NCTC's regional planning efforts through the following activities:

- Coordinate local land use planning with airport land use compatibility plans.
- Promote cooperation between land use planning agencies and airport land use commissions.
- Conduct reviews of projects near Nevada County and Truckee Tahoe Airport for consistency with adopted ALUCPs.
- Provide staff support to Nevada County and Truckee Tahoe Airport Land Use Commissions.
- Participate in statewide ALUC meetings.

Previous Work:

- Nevada County Airport Land Use Compatibility Plan
- Truckee Tahoe Airport Land Use Compatibility Plan

Continuing Work:

- Review airport land use compatibility issues
- Conduct reviews of projects near Nevada County and Truckee Tahoe Airport for consistency with adopted ALUCPs. (ALUC Fees, LTF)

Products:

- Reports on airport land use compatibility issues

#### Budget 2.4.2

<b>Revenues:</b>		
	LTF	\$10,040.22
	ALUC Fees	\$15,000.00
<b>Total</b>		\$25,040.22
<b>Expenditures:</b>		
	NCTC	\$10,040.22
	ALUC Reviews	\$15,000.00
<b>Total</b>		\$25,040.22



**WORK ELEMENT 3 - CALTRANS ACTIVITIES WITH NCTC FOR FY 2019/20**

<b>ACTIVITY</b>	<b>DESCRIPTION</b>	<b>PRODUCTS</b>
System Planning	Completion of system planning products used by Caltrans and its transportation partners	Caltrans District 3 System Planning documents consistent with the Caltrans District 3 System Planning Five-Year Work Plan.
Advance Planning	Completion of pre-programming studies (e.g., Project Initiation Documents) so as to be ready to program resources for capital projects	Project Initiation Documents (PID), as indicated in the Two-Year PID Work Plan.
Regional Planning	Participate in and assist with various regional planning projects and studies	Participation in the following projects and studies: <ul style="list-style-type: none"> <li>■Town of Truckee-Sustainable Community Grant &amp; Adaptation Grant</li> <li>■NCTC-2 RPA Grants</li> <li>■SR 49 CSMP Update</li> <li>■Assisting with SR 49 INFRA Grant Application</li> <li>■Oversite of Planning Studies/ Conceptual Projects pertaining to the State Highway System</li> </ul>
Local Development Review Program	Review of local development proposals potentially impacting the State Highway System	Assistance to lead agencies to ensure the identification and mitigation of local development impacts to the State Highway System that is consistent with the State’s smart mobility goals.

## Glossary of Terms and Acronyms

**Active Transportation Plan:** Identifies a network of pedestrian and bicycle facilities and projects to support pedestrian and bicycle safety for people of all ages and abilities. Specifically, the Active Transportation Plan aims to:

- Identify barriers and innovative solutions to encourage walking and bicycling as viable travel modes
- Effectively build on recently completed and current active transportation planning efforts
- Develop walking/bicycling networks supportive of existing and future land uses and projects
- Develop a clearly-defined implementation strategy with specific, creative, yet practical and financially feasible projects matched to specific funding opportunities

**Active Transportation Program (ATP):** Created in 2013 by the passage of SB 99 and AB 101, the Active Transportation Program consolidates existing federal and state transportation programs into a single program with a focus to make California a national leader in active transportation. The purpose of the Active Transportation Program is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking,
- Increase safety and mobility for non-motorized users,
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009),
- Enhance public health and ensure that disadvantaged communities fully share in the benefits of the program, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

**Airport Land Use Commission (ALUC):** The fundamental purpose of ALUCs is to promote land use compatibility around airports. As expressed in state statutes, this purpose is "... to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses." The statutes give ALUCs two principal powers by which to accomplish this objective:

1. ALUCs must prepare and adopt an airport land use plan; and
2. ALUCs must review the plans, regulations, and other actions of local agencies and airport operators for consistency with that plan.

**Airport Land Use Compatibility Plan (ALUCP):** A document referred to by ALUCs and individuals seeking to review standards for land use planning in the vicinity of an airport. The ALUCP defines compatible land uses for noise, safety, airspace protection, and overflight within the Airport Influence Area (AIA).

**Allocation:** A distribution of funds by formula or agreement. With regard to Transportation Development Act funds, allocation is the discretionary action by the RTPA which designates funds for a specific claimant for a specific purpose.

**Apportionment:** Distribution of funds by a formula. Apportionment under the Transportation Development Act is the determination by the RTPA of each area's share of anticipated LTF for the ensuing fiscal year.

**California Environmental Quality Act (CEQA):** A statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

**Capital Improvement Program (CIP) or Capital Improvement Plan:** A short-range plan, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan.

**Congestion Mitigation and Air Quality (CMAQ):** A federal funding program that is available in western Nevada County for transportation projects that demonstrate emission reductions to help attain federal air quality standards. Western Nevada County was classified in 2004 as "non-attainment" for 8-hour ozone standards. Project categories eligible for CMAQ funding include:

- Alternative fuels and vehicles
- Congestion reduction and traffic flow improvements
- Transit improvements
- Bicycle and pedestrian facilities
- Public education and outreach
- Diesel engine retrofits
- Car pooling and van pooling

Projects are submitted by local jurisdictions for consideration and are ranked based on air quality benefits and project readiness. NCTC then reviews the ranking and chooses projects to be funded.

**Corridor System Management Plan (CSMP):** Foundational documents supporting a partnership-based, integrated management of all travel modes (cars, trucks, transit, bicycles, and pedestrians) and infrastructure (highways, roads, rail tracks, information systems and bike routes) so that mobility along a corridor is provided in the most efficient and effective manner possible.

**Federal Highway Administration (FHWA):** An agency within the U.S. Department of Transportation that supports state and local governments in the design, construction, and maintenance of the Nation's highway system (Federal Aid Highway Program) and various federally and tribal owned lands (Federal Lands).

**Federal Transit Administration (FTA):** A federal agency that provides financial and technical assistance to local public transit systems, including buses, subways, light rail, commuter rail, trolleys and ferries.

**Findings of Apportionment:** Prior to March 1 of each year, Nevada County Transportation Commission (NCTC), pursuant to the California Code of Regulations Section 6644, transmits “Findings of Apportionment” for all prospective claimants. The apportionments are determined from the Nevada County Auditor-Controller's estimate of Local Transportation Funding (LTF) for the ensuing fiscal year, less those funds allocated for Transportation Development Act (TDA) administration, transportation planning and programming, pedestrian/bicycle projects, and community transit services. The remaining funds are then apportioned according to the population of each applicant's jurisdiction in relation to the total population of the County.

**Fixing America's Surface Transportation (FAST) Act:** A federal law enacted in 2015 to provide long-term funding for surface transportation infrastructure planning and investment. The FAST Act authorizes \$305 billion over fiscal years 2016 through 2020 for highway, highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology, and statistics programs.

**FTA Section 5310:** This program set forth in United States Code (U.S.C.) Title 49 Section 5310 provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.

**FTA Section 5311:** This program set forth in United States Code (U.S.C.) Title 49 Section 5311 provides grants for Rural Areas providing capital, planning, and operating assistance to states to support public transportation in rural areas with populations of less than 50,000 where many residents often rely on public transit to reach their destinations.

**Interregional Transportation Improvement Program (ITIP):** The ITIP is a five-year program of projects funded through the State Transportation Improvement Program (STIP) that obtains funding primarily through the per-gallon State tax on gasoline. The ITIP is prepared by the California Department of Transportation (Caltrans) and is submitted to the California Transportation Commission (CTC) for approval.

**Level of Service (LOS):** A qualitative measure used to relate the quality of traffic service. LOS is used to analyze highways by categorizing traffic flow and assigning quality levels of traffic based on performance measures like speed, density, etc. North American highway LOS standards use letters A through F, with A being the best and F being the worst, similar to academic grading.

**Local Transportation Fund (LTF):** The LTF is derived from a 1/4-cent general sales tax collected statewide. The State Board of Equalization, based on the sales tax collected in each county, returns the sales tax revenues to each county's LTF. The LTF was created in 1971 when legislation was passed to provide funding to counties for transit and non-transit related purposes.

**Memorandum of Understanding (MOU):** An agreement between two (or more) parties. It expresses a convergence of will between the parties, indicating an intended common line of action. Many government agencies use MOUs to define a relationship between agencies.

**Metropolitan Planning Organization (MPO):** MPOs are the regional planning entities in urbanized areas, usually an area with a population of 50,000 or more. There are 18 MPOs in California, accounting for approximately 98% of the state's population.

**Nevada County Airport Land Use Commission (NCALUC):** The Nevada County Transportation Commission was designated by the Nevada County Board of Supervisors and the city selection committee as the ALUC for the Nevada County Airport in May 2010. The NCTC Executive Director serves as the NCALUC Executive Director with support from the NCTC staff.

**Nevada County Airport Land Use Compatibility Plan (NCALUCP):** The basic function of this plan is to promote compatibility between the airport and surrounding land uses. The plan serves as a tool for use by the NCALUC in fulfilling its duty to review airport and adjacent land use development proposals. Additionally, the plan sets compatibility criteria applicable to local agencies and their preparation or amendment of land use plans and ordinances and to land owners in their design of new developments.

**North State Super Region (NSSR):** Regional transportation planning agencies from 16 counties in Northern California came together on October 20, 2010 to sign a memorandum of agreement. This agreement created an alliance between the agencies to work together and support each other on issues related to transportation and to have a unified voice representing the North State.

**Northern Sierra Air Quality Management District (NSAQMD):** The Northern Sierra Air Quality Management District was formed in 1986 by the merging of the Air Pollution Control Districts of Nevada, Plumas and Sierra Counties. The District is required by state law to achieve and maintain the federal and state Ambient Air Quality Standards, which are air quality standards set at levels that will protect the public health. The District is composed of three primary entities, each with a specific purpose: District staff, Governing Board of Directors, and Hearing Board.

**Overall Work Program (OWP):** NCTC annually adopts a budget through the preparation of an Overall Work Program. This work program describes the planning projects and activities or work elements that are to be funded, and the type of funds that will pay for the expenditures.

**Planning, Programming, and Monitoring (PPM):** PPM is funding allocated by the California Transportation Commission (CTC) through the State Transportation Improvement Program (STIP). Designated uses of PPM include:

- Regional transportation planning – includes development and preparation of the regional transportation plan;
- Project planning – includes the development of project study reports or major investment studies conducted by regional agencies or by local agencies, in cooperation with regional agencies;
- Program development – includes the preparation of regional transportation improvement programs (RTIPs) and studies supporting them; and
- Monitoring the implementation of STIP projects – includes project delivery, timely use of funds, and compliance with state law and CTC guidelines.

**Plans, Specifications, and Estimates (PS&E):** In this stage of project development, the scope of the selected alternative is refined; design surveys and photogrammetric mapping is obtained; and reports including traffic data, hydrology and hydraulics, geotechnical design, pavement design, and materials and sound wall design reports are completed. Final right-of-way requirements are determined and procurement is initiated. At the completion of the PS&E stage, a complete set of project plans have been developed that will allow a competent contractor to bid and build the project. These plans include a refined estimate of the construction costs and any required specifications on how the work is to proceed.

**Project Approval and Environmental Documentation (PA/ED):** The PA/ED step of project development reinforces the philosophy of balancing transportation needs with community goals and values. Outputs of the PA / ED step are the project report and environmental document. The project report is an engineering document

that evaluates the various alternatives for selection of a preferred alternative. The environmental document is a disclosure document that assesses the potential impacts of the project on the environment.

**Project Initiation Document (PID):** a report that documents the purpose, need, scope, cost, and schedule for a transportation project. The PID identifies and describes the viable alternatives to a transportation problem.

**Project Study Report (PSR):** A report of preliminary engineering efforts, including a detailed alternatives analysis, cost, schedule, and scope information for a transportation project. A PSR also includes estimated schedule and costs for environmental mitigation and permit compliance.

**Public Transportation Modernization Improvement & Service Enhancement Account (PTMISEA):** PTMISEA was created by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Of the \$19.925 billion available to Transportation, \$3.6 billion dollars was allocated to PTMISEA to be available to transit operators over a ten-year period. PTMISEA funds may be used for transit rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements, or rolling stock (buses and rail cars) procurement, rehabilitation or replacement. Funds in this account are appropriated annually by the Legislature to the State Controller's Office (SCO) for allocation in accordance with Public Utilities Code formula distributions: 50% allocated to Local Operators based on fare-box revenue and 50% to Regional Entities based on population.

**Regional Improvement Program (RIP):** The RIP is one of two funding programs in the State Transportation Improvement Program (STIP). The RIP receives 75% of the STIP funds and the second program, the Interregional Improvement Program receives 25% of STIP funds. RIP funds are allocated every two years by the California Transportation Commission (CTC) to projects submitted by Regional Transportation Planning Agencies (RTPAs) in their Regional Transportation Improvement Programs (RTIPs).

**Regional Surface Transportation Program (RSTP):** The RSTP was established by the State of California to utilize federal Surface Transportation Program funds for a wide variety of transportation projects. The State exchanges these federal funds for less restrictive state funds to maximize the ability of local agencies to use the funds for transportation purposes including planning, construction of improvements, maintenance and operation of public streets, and pedestrian and bicycle projects.

**Regional Transportation Improvement Program (RTIP):** NCTC submits regional transportation projects to the California Transportation Commission (CTC) for funding in a list called the RTIP. The RTIP is a five-year program that is updated every two years. Projects in the RTIP are funded from the Regional Improvement Program (RIP).

**Regional Transportation Mitigation Fee (RTMF):** The Western Nevada County Regional Transportation Mitigation Fee Program was established in 2001 through a partnership of Nevada County, City of Nevada City, City of Grass Valley, and the Nevada County Transportation Commission (NCTC). The RTMF Program was developed to collect impact fees from new development to help fund transportation improvement projects needed to accommodate growth in the region of western Nevada County.

**Regional Transportation Plan (RTP):** The Regional Transportation Plan has been developed to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Nevada County residents over the next 20 years. This document is designed to guide the systematic development of a comprehensive multi-modal transportation system for Nevada County.

**Regional Transportation Planning Agency (RTPA):** County or multi-county entities charged by state law in meeting certain transportation planning requirements. As the RTPA for Nevada County, NCTC coordinates transportation planning for Grass Valley, Nevada City, Nevada County, and the Town of Truckee.

**Request for Proposal (RFP):** A document that solicits proposals, often made through a bidding process, by an agency or company interested in procurement of a commodity, service, or valuable asset, to potential suppliers to submit business proposals.

**Rural Counties Task Force (RCTF):** There are 26 rural county Regional Transportation Planning Agencies (RTPAs) or Local Transportation Commissions represented on the Rural Counties Task Force (RCTF). The RCTF is an informal organization with no budget or staff that generally meets every other month. A member of the CTC usually acts as liaison to the RCTF, and CTC and Caltrans staff typically attend these meetings to explain and discuss changing statewide transportation issues that may be of concern to the rural counties.

**Rural Planning Assistance (RPA):** Annually the 26 rural RTPAs receive state transportation planning funding, known as RPA, on a reimbursement basis, after costs are incurred and paid for using local funds.

**Social Services Transportation Advisory Council (SSTAC):** Consists of representatives of potential transit users including the general public, seniors and/or disabled; social service providers for seniors, disabled, and persons of limited means; local consolidated transportation service agencies; and Truckee residents who represent the senior and Hispanic communities. The SSTAC meets at least once annually and has the following responsibilities:

- To maintain and improve transportation services to the residents of Nevada County, particularly the elderly and disabled.
- Review and recommend action to the NCTC relative to the identification of unmet transit needs and advise the Commission on transit issues, including coordination and consolidation of specialized transportation services.
- Provide a forum for members to share information and concerns about existing elderly and handicapped transportation resources.

**State Highway Operations and Protection Program (SHOPP):** The SHOPP is a four-year listing of projects prepared by Caltrans.

**State Transit Assistance (STA):** These funds are provided by the State for the development and support of public transportation needs. They are allocated by the State Controller's Office to each county based on population and transit performance.

**State Transportation Improvement Program (STIP):** The STIP is a multi-year capital improvement program of transportation projects on and off the State Highway System, funded with revenues from the Transportation Investment Fund and other funding sources. STIP programming generally occurs every two years. The STIP has two funding programs, the Regional Improvement Program and the Interregional Improvement Program.

**Technical Advisory Committee (TAC):** The Technical Advisory Committee (TAC) is made up of representatives of local public works and planning departments, Caltrans District 3, public airport operators, the air pollution control district, public transit operators, and the NCTC consultant engineer on retainer. Members are assigned by staff of local jurisdictions and other participating organizations. Any decisions made or actions proposed by the TAC shall be subject to the review and approval of the NCTC.

TAC responsibilities include:

- Provide technical input, assistance, and recommendations to the Commission to ensure there is comprehensive coordination and cooperation in the transportation planning process for Nevada County.
- Review and comment on comprehensive regional transportation plans for the area, which include the Regional Transportation Plan (RTP), the Regional Transportation Improvement Program (RTIP), and the Overall Work Program (OWP).
- Coordinate efforts and discussions to create and maintain circulation elements of the General Plan and specific plans of the member governments.

**Transit Development Plan (TDP):** Transit Development Plans study the County's transit services. They help identify transit service needs, prioritize improvements and determine the resources required for implementing modified or new service. The plans also provide a foundation for requests for State and federal funding,

**Transit Services Commission (TSC):** This commission oversees and advises as necessary the daily operations of the western Nevada County transit system. The TSC has the following responsibilities:

- Establish fares;
- Adopt the level of transit and paratransit services, including route structure and service areas;
- Monitor public response;
- Approve proposed purchase of additional vehicles;
- Review and approve the annual budget for transit and paratransit operations.

**Transportation Development Act (TDA):** The Transportation Development Act was enacted in 1971 and provides two major sources of funding for public transportation: the Local Transportation Fund (LTF) and the State Transit Assistance fund (STA). The TDA funds a wide variety of transportation programs, including planning and programming activities, pedestrian and bicycle facilities, community transit services, and public transportation projects. One of NCTC's major responsibilities is the administration of TDA funding in Nevada County.

**Travel Demand Model (also Traffic Model):** A computer model used to estimate travel behavior and travel demand for a specific future time frame, based on a number of assumptions. In general, travel analysis is performed to assist decision makers in making informed transportation planning decisions. The strength of modern travel demand forecasting is the ability to ask critical "what if" questions about proposed plans and policies.

**Truckee North Tahoe Transportation Management Association (TNT/TMA):** The Truckee North Tahoe Transportation Management Association is dedicated to fostering public-private partnerships and resources for the advocacy and promotion of innovative solutions to the unique transportation challenges of the Truckee-North Lake Tahoe Resort Triangle. The TNT/TMA is a planning stakeholder and partner with NCTC.

**Truckee Tahoe Airport Land Use Commission (TTALUC):** The Truckee Tahoe Airport is an "intercounty" airport situated in both Nevada County and Placer County; therefore, a special ALUC with representatives from both counties was formed. Six members are selected, one each, by Placer and Nevada Counties' Board of Supervisors, City Selection Committees, and Airport Managers of each county. A seventh member is chosen by the other six members to represent the general public. NCTC authorized its staff on May 19, 2010 to provide staff support to the TTALUC.

**Truckee Tahoe Airport Land Use Compatibility Plan (TTALUCP):** A document referred to by the TTALUC and individuals seeking to review standards for land use planning in the vicinity of the Truckee Tahoe Airport. The plan defines compatible land uses for noise, safety, airspace protection, and overflight. The TTALUC performs consistency determinations for proposed projects in the area covered by the Compatibility Plan as needed.

**Vehicle Miles Traveled (VMT):** VMT is a metric of the total miles traveled by vehicles in a defined area over a defined period of time and is often used to estimate the environmental impacts of driving, such as Greenhouse Gases and air pollutant emissions. Factors that influence VMT include travel mode, number of trips, and distance traveled. California jurisdictions are transitioning from a Level of Service (LOS) metric to a Vehicle Miles Traveled (VMT) metric within the California Environmental Quality Act's (CEQA) transportation analysis.

# Table 1

## Budget Summary

### FY 2019/20

Revenues	Amendment 3	Amendment 2	Difference
	FY 2019/20	FY 2019/20	
LTF Administration	\$448,208	\$448,208	\$0.00
LTF Planning	\$121,422	\$121,422	\$0.00
Rural Planning Assistance (RPA) <i>Formula</i>	\$294,000	\$294,000	\$0.00
Rural Planning Assistance (RPA) <i>Formula</i> Carryover	\$35,134	\$35,134	\$0.00
Rural Planning Assistance (RPA) <b>Grants</b>	\$166,942	\$166,942	\$0.00
Rural Planning Assistance (RPA) <b>Grants</b> Carryover	\$22,242	\$22,242	\$0.00
Regional Transportation Mitigation Fees ( RTMF)	\$5,000	\$5,000	\$0.00
STIP Planning Funds (PPM)	\$110,895	\$110,895	\$0.00
ALUC Fees	\$15,000	\$15,000	\$0.00
RSTP	\$54,500	\$0	\$54,500.00
LTF Carryover	\$69,104	\$69,104	\$0
<b>Total</b>	<b>\$1,342,447</b>	<b>\$1,287,947</b>	<b>\$54,500</b>

Expenditures	Amendment 3	Amendment 2	Difference
	FY 2019/20	FY 2019/20	
Salary	\$492,166	\$492,166	\$0.00
Benefits	\$188,183	\$188,183	\$0
Direct (Table 2)	\$522,267	\$467,767	\$54,500.00
Indirect (Table 3)	\$132,513	\$132,513	\$0.00
Contingency	\$7,318	\$7,318	\$0.00
<b>Total</b>	<b>\$1,342,447</b>	<b>\$1,287,948</b>	<b>\$54,500</b>

	Estimated	Actual	Difference
<b>Fund Balance</b>	FY 2019/20	FY 2018/19	
	<b>\$68,802</b>	<b>\$137,906</b>	<b>(\$69,104)</b>

LTF = Local Transportation Fund

FTA = Federal Transit Administration Grant

PPM = Planning, Programming & Monitoring

ALUC = Airport Land Use Commission



**Table 2**

<b>Direct Costs Budget FY 2019/20</b>		<b>FY 19/20 Amendment 3</b>	<b>FY 19/20 Amendment 2</b>	<b>Difference</b>	<b>Source</b>
13.4	Fiscal Auditor (WE 1.2)	\$43,740.00	\$43,740	\$0	LTF
13.7	Traffic Counts (WE 2.1)	\$19,010.76	\$19,011	\$0	LTF, RPA
13.8	Transportation Engineering (WE 2.1)	\$10,000.00	\$10,000	\$0	LTF, RPA
13.11a	Local Agencies Participation in Regional Planning (WE 2.1)	\$30,000.00	\$30,000	\$0	LTF, RPA
13.1	Western Nevada County Transit Development Plan (WE 2.3.1)	\$80,000.00	\$80,000	\$0	RPA
13.16a	Rural Counties Task Force Membership (WE 2.4)	\$2,000.00	\$2,000	\$0	RPA
13.16b	Statewide Local Streets and Roads Needs Assessment (WE 2.4)	\$593.00	\$593	\$0	LTF
13.3	Airport Land Use Commission Project Reviews (WE 2.4.2)	\$15,000.00	\$15,000	\$0	ALUC, LTF
13.3	Traffic Model Update (WE 2.1.5)	\$70,000.00	\$70,000	\$0	RPA, LTF
13.40	Nev. Co. Coordinated Public Transit - Human Services Plan Update (WE 2.3.2)	\$50,000.00	\$50,000	\$0	RPA
13.5	Human Resources Consulting (WE 1.1)	\$5,000.00	\$5,000	\$0	LTF
13.5	RTP Implementation: VMT Thresholds (WE 2.1.2)	\$38,173.14	\$38,173	\$0	RPA
13.5	SR 174/20 Intersection Analysis (WE 2.2.2)	\$61,960.67	\$41,961	\$20,000	RPA, PPM, LTF, RSTP
13.5	Nevada City SR 49 Multimodal Corridor Plan (WE 2.2.3)	\$59,847.47	\$25,347	\$34,500	PPM, RSTP
13.6	Truckee Big Data Daily VMT Analysis (WE 2.1.4)	\$36,942.00	\$36,942	\$0	RPA
	<b>TOTAL</b>	<b>\$522,267.04</b>	<b>\$467,767</b>	<b>\$54,500</b>	

\$522,267.04

**Table 3**

**Indirect Costs Budget FY 2019/20**

ITEM	FY 19/20	FY 19/20	Variance	Variance %
	Amendment 3	Amendment 2		
<b>Nevada County Auditor/Controller</b>	<b>\$17,500.00</b>	<b>\$17,500</b>	<b>\$0</b>	<b>0.00%</b>
<b>Legal Counsel</b>	<b>\$20,000.00</b>	<b>\$20,000</b>	<b>\$0</b>	<b>0.00%</b>
<b>TNT/TMA Membership</b>	<b>\$4,125.00</b>	<b>\$4,125</b>	<b>\$0</b>	<b>0.00%</b>
<b>Website Update/Maintenance</b>	<b>\$4,000.00</b>	<b>\$4,000</b>	<b>\$0</b>	<b>0.00%</b>
<b>Nevada County ERC Membership</b>	<b>\$1,000.00</b>	<b>\$1,000</b>	<b>\$0</b>	<b>0.00%</b>
<b>Insurance</b>	<b>\$12,500.00</b>	<b>\$12,500</b>	<b>\$0</b>	<b>0.00%</b>
General Liability & Errors and Omissions	\$10,000.00	\$10,000	\$0	0.00%
Workers' Compensation	\$2,500.00	\$2,500	\$0	0.00%
<b>Office Expenses</b>	<b>\$23,650.00</b>	<b>\$23,650</b>	<b>\$0</b>	<b>0.00%</b>
Phones	\$2,500.00	\$2,500	\$0	0.00%
Equipment Rental	\$500.00	\$500	\$0	0.00%
Records Storage	\$650.00	\$650	\$0	0.00%
Equipment Maintenance Agreements	\$4,000.00	\$4,000	\$0	0.00%
Publications/Legal Notices	\$1,000.00	\$1,000	\$0	0.00%
Janitorial Services	\$2,500.00	\$2,500	\$0	0.00%
Payroll Service	\$2,000.00	\$2,000	\$0	0.00%
Supplies	\$4,500.00	\$4,500.00	\$0.00	\$0.00
Printing & Reproduction	\$500.00	\$500	\$0	0.00%
Subscriptions	\$400.00	\$400	\$0	0.00%
Computer Software & Network Maintenance	\$4,500.00	\$4,500	\$0	0.00%
Postage	\$600.00	\$600	\$0	0.00%
<b>Equipment</b>	<b>\$3,600.00</b>	<b>\$3,600</b>	<b>\$0</b>	<b>0.00%</b>
Copier/Printer	\$800.00	\$800	\$0	0.00%
Office Furniture	\$1,000.00	\$1,000	\$0	0.00%
Laptop Computer	\$1,300.00	\$1,300	\$0	N/A
Miscellaneous	\$500.00	\$500	\$0	0.00%
<b>Training and Conferences</b>	<b>\$1,500.00</b>	<b>\$1,500</b>	<b>\$0</b>	<b>0.00%</b>
<b>Office Lease</b>	<b>\$29,638.00</b>	<b>\$29,638</b>	<b>\$0</b>	<b>0.00%</b>
<b>Utilities</b>	<b>\$3,500.00</b>	<b>\$3,500</b>	<b>\$0</b>	<b>0.00%</b>
<b>Travel - Meals &amp; Lodging</b>	<b>\$3,000.00</b>	<b>\$3,000</b>	<b>\$0</b>	<b>0.00%</b>
<b>Travel - Mileage/Fares/Parking</b>	<b>\$5,000.00</b>	<b>\$5,000</b>	<b>\$0</b>	<b>0.00%</b>
<b>Professional &amp; Service Organizations</b>	<b>\$3,500.00</b>	<b>\$3,500</b>	<b>\$0</b>	<b>0.00%</b>
<b>TOTAL</b>	<b>\$132,513.00</b>	<b>\$132,513</b>	<b>\$0</b>	<b>0.00%</b>

**Table 4**

**Revenues - FY 2019/20 OWP**

	Work Element	LTF Carryover	RPA Grants	RPA Grants Carryover	RPA Formula	RPA Formula Carryover	19/20 LTF	ALUC Fees	RTMF	STIP Planning (PPM)	FTA 5304 Planning Grants	Other RSTP	TOTAL
1.1	General Services	1,799.81					207,182.60		5,000.00				213,982.41
1.2	TDA Admin.	0.00					257,376.49						257,376.49
2.1	Regional Transportation Plan	0.00			138,971.54	0.00	33,520.42			0.00			172,491.96
2.1.2	RTP Implementation: VMT Thresholds	0.00			3,039.25	35,133.89	1,970.36						40,143.50
2.1.4	Truckee Big Data Daily VMT Analysis		36,942.00	0.00	0.00	0.00	9,359.19			0.00			46,301.19
2.1.5	Traffic Model Update	61,438.96			13,581.15								75,020.11
2.2	Transportation Improvement Program						14,050.69			56,613.53			70,664.22
2.2.2	SR 174/20 Intersection Analysis	5,865.68		22,241.99	7,762.79					13,853.00		20,000.00	69,723.46
2.2.3	Nevada City SR 49 Multimodal Corridor Plan									33,110.26		34,500.00	67,610.26
2.3	Transit & Paratransit Programs				42,643.61		11,724.20						54,367.81
2.3.1	Western Nevada County Transit Development Plan		80,000.00		10,415.88								90,415.88
2.3.2	Nev Co Coordinated Public Transit-Human Services Plan Update		50,000.00				7,134.96						57,134.96
2.4	Coordination of Regional Planning				77,585.78		17,270.56						94,856.35*
2.4.2	Airport Land Use Commission Planning & Reviews						10,040.22	15,000.00					25,040.22
	Contingency	0.00			0.00		0.00			7,318.21			7,318.21
	<b>Total</b>	<b>69,104.45</b>	<b>166,942.00</b>	<b>22,241.99</b>	<b>294,000.00</b>	<b>35,133.89</b>	<b>569,629.70</b>	<b>15,000.00</b>	<b>5,000.00</b>	<b>110,895.00</b>	<b>0.00</b>	<b>54,500.00</b>	<b>1,342,447.03*</b>

\*Totals may not equal addition of amounts in columns due to rounding.

**Table 5****Expenditures - FY 2019/20 OWP**

		PY	Staff	Indirect	Traffic Eng	Consulting	Local Agency	Other	Total
1.1	General Services	1.42	174,914.03	34,068.38		5,000.00			<b>213,982.41</b>
1.2	TDA Admin.	1.45	178,809.40	34,827.09				43,740.00 (1)	<b>257,376.49</b>
2.1	Regional Transportation Plan	0.66	92,316.12	21,165.07	10,000.00		49,010.76 (2)		<b>172,491.95</b>
2.1.2	RTP Implementation: VMT Thresholds	0.01	1,970.36			38,173.14			<b>40,143.50</b>
2.1.4	Truckee Big Data Daily VMT Analysis	0.06	9,359.19			36,942.00			<b>46,301.19</b>
2.1.5	Traffic Model Update	0.03	5,020.11			70,000.00			<b>75,020.11</b>
2.2	Transportation Improvement Program	0.40	56,613.53	14,050.69					<b>70,664.22</b>
2.2.2	SR 174/20 Intersection Analysis	0.04	7,762.79			61,960.67			<b>69,723.46</b>
2.2.3	Nevada City SR 49 Multimodal Corridor Plan	0.04	7,762.79			59,847.47			<b>67,610.26</b>
2.3	Transit & Paratransit Programs	0.30	42,643.61	11,724.20					<b>54,367.81</b>
2.3.1	Western Nevada County Transit Development Plan	0.07	10,415.88			80,000.00			<b>90,415.88</b>
2.3.2	Nev Co Coordinated Public Transit-Human Services Plan Update	0.05	7,134.96			50,000.00			<b>57,134.96</b>
2.4	Coordination of Regional Planning	0.52	75,585.78	16,677.56				2,593.00 (3)	<b>94,856.35</b> *
2.4.2	Airport Land Use Commission Planning & Reviews	0.05	10,040.22			15,000.00			<b>25,040.22</b>
	Contingency							7,318.21	<b>7,318.21</b>
	<b>Total</b>	<b>5.1</b>	<b>680,348.78</b>	<b>132,513.00</b>	<b>10,000.00</b>	<b>416,923.28</b>	<b>49,010.76</b>	<b>53,651.21</b>	<b>1,342,447.03</b> *

\*Totals may not equal addition of amounts in columns due to rounding.

## Notes:

(1) \$43,740 for Fiscal Audit Contract

(2) \$19,010.76 Traffic Counts, Local Agency (WE 2.1): Nev. Co. \$7,500; Truckee \$7,500; Nevada City \$7,500; Grass Valley \$7,500.

(3) \$2,000 Rural Counties Task Force, \$593 Statewide Local Streets and Roads Needs Assessment

**Indirect Costs are paid with local funds, no RPA or STIP planning funds are used.**

**Table 6  
Budget Detail Amendment 3**

	<b>ITEM</b>	<b>ALLOCATION</b>
I	<b>1 Insurance</b>	<b>\$12,500.00</b>
	1.1 General Liability & Errors and Omissions	\$10,000.00
	1.3 Workers' Compensation	\$2,500.00
I	<b>2 Office Expenses</b>	<b>\$23,650.00</b>
	2.1 Phones	\$2,500.00
	2.2 Equipment Rental	\$500.00
	2.3 Records Storage	\$650.00
	2.4 Equipment Maintenance Agreements	\$4,000.00
	2.5 Publications/Legal Notices	\$1,000.00
	2.6 Janitorial Services - carpets, blinds, interior painting, etc.	\$2,500.00
	2.7 Payroll Service	\$2,000.00
	2.8 Supplies	\$4,500.00
	2.9 Printing & Reproduction	\$500.00
	2.10 Subscriptions	\$400.00
	2.11 Computer Software & Network Maintenance	\$4,500.00
	2.12 Postage	\$600.00
I	<b>3 Equipment</b>	<b>\$3,600.00</b>
I	<b>5 Training and Conferences</b>	<b>\$1,500.00</b>
I	<b>6 Office Lease</b>	<b>\$29,638.00</b>
I	<b>7 Utilities</b>	<b>\$3,500.00</b>
I	<b>8 Travel - Meals &amp; Lodging</b>	<b>\$3,000.00</b>
I	<b>9 Travel - Mileage/ Fares/ Parking</b>	<b>\$5,000.00</b>
I	<b>10 Professional &amp; Service Organizations</b>	<b>\$3,500.00</b>
	<b>Subtotal Items 1-10</b>	<b>\$85,888.00</b>
	<b>11 Contingency</b>	<b>\$7,318.21</b>
	<b>12 Salaries, Wages, &amp; Benefits</b>	<b>\$680,348.78</b>
	12.1 Executive Director	\$200,804.48
	12.11 Deputy Executive Director	\$157,628.45
	12.2 Administrative Services Officer	\$124,858.44
	Transportation Planner	\$111,673.69
	12.4 Administrative Assistant	\$80,383.71
	12.5 Extra Help	\$5,000.00
	<b>13 Other Services</b>	<b>\$568,892.04</b>
I	13.1 Legal Counsel	\$20,000.00
I	13.2 Nevada County Auditor/Controller	\$17,500.00
I	13.3 TNT/TMA Membership	\$4,125.00
D	13.4 Fiscal Audits (WE 1.2)	\$43,740.00
D	13.7 Traffic Counts (WE 2.1)	\$19,010.76
D	13.8 Traffic Engineering (WE 2.1)	\$10,000.00
D	13.11a Local Agencies (WE 2.1)	\$30,000.00
D	13.12 Western Nevada County Transit Development Plan (WE 2.3.1)	\$80,000.00
D	13.16a Rural Counties Task Force Membership (WE 2.4)	\$2,000.00
D	13.16b Statewide Local Streets and Roads Needs Assessment (WE 2.4)	\$593.00
I	13.17 Nevada County ERC Membership	\$1,000.00
I	13.21 Website Update/Maintenance	\$4,000.00
D	13.30 Airport Land Use Commission Project Reviews (WE 2.4.2)	\$15,000.00
D	13.31 Traffic Model Update (WE 2.1.5)	\$70,000.00
D	13.40 Nev. Co. Coordinated Public Transit-Human Services Plan Update (WE 2.3.2)	\$50,000.00
D	13.48 Human Resources Consulting (WE 1.1)	\$5,000.00
D	13.50 RTP Implementation: VMT Thresholds (WE 2.1.2)	\$38,173.14
D	13.53 SR 174/20 Intersection Analysis (WE 2.2.2)	\$61,960.67
D	13.54 Nevada City SR 49 Multimodal Corridor Plan (WE 2.2.3)	\$59,847.47
D	13.55 Truckee Big Data Daily VMT Analysis (WE 2.1.4)	\$36,942.00
	<b>Total Budget Items 1-13</b>	<b>\$1,342,447.03</b>
	<b>Indirect Costs</b>	
	Accounts 1 through 10	\$85,888.00
	Legal	\$20,000.00
	Nevada Co. Auditor/Controller	\$17,500.00
	TNT/TMA	\$4,125.00
	Nevada Co. ERC Membership	\$1,000.00
	Website Update/Maintenance	\$4,000.00
	<b>Total Indirect Costs</b>	<b>\$132,513.00</b>
	<b>Calculated Indirect Rate</b>	<b>19.48%</b>
	(Indirect Cost / Salaries & Benefits)	

**RESOLUTION 20-10  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF AMENDMENT 3 TO THE FY 2019/20 OVERALL WORK PROGRAM

WHEREAS, the Nevada County Transportation Commission (NCTC), through the adoption of Resolutions 19-20, 19-39, and 19-43, approved the FY 2019/20 Overall Work Program (OWP); and

WHEREAS, NCTC has determined it is necessary to amend the OWP budget to accurately reflect activities that have occurred and will occur through the end of the fiscal year; and

WHEREAS, the requirements of the Master Fund Transfer Agreement No. 74A0798 are incorporated by reference as part of the FY 2019/20 OWP.

NOW, THEREFORE, BE IT RESOLVED, that the modifications recommended in the attached memorandum are adopted as Amendment 3 of the FY 2019/20 Overall Work Program.

BE IT FURTHER RESOLVED, that the budget of the FY 2019/20 Overall Work Program is approved as follows:

\$ 569,630	Local Transportation Funds (LTF)
\$ 329,134	Rural Planning Assistance (RPA) Formula Funds
\$ 189,184	Rural Planning Assistance (RPA) Grant Funds
\$ 5,000	Regional Transportation Mitigation Fees (RTMF)
\$ 110,895	State Transportation Improvement Program (STIP) Planning Funds (PPM)
\$ 15,000	ALUC Fees
\$ 54,500	Regional Surface Transportation Program (RSTP)
\$ 69,104	Local Transportation Funds (LTF) Carryover
<b>\$1,342,447</b>	<b>Total Budget FY 2019/20</b>

BE IT FURTHER RESOLVED, that in accordance with Section 99233.2 of the California Public Utilities Code, NCTC does hereby allocate 3% of the annual Local Transportation Fund revenues for the FY 2019/20 Overall Work Program for transportation planning and programming.

BE IT FURTHER RESOLVED, that the Executive Director of NCTC, or his designee, is hereby authorized to apply for grants, sign certifications and assurances, issue Request for Proposals for projects included in the Overall Work Program, and execute agreements to facilitate receipt of revenues and expenditure of funds as set forth in the Overall Work Program, in accordance with NCTC's Administrative Operating Procedures.

PASSED AND ADOPTED by the Nevada County Transportation Commission on January 29, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Ann Guerra, Chair  
Nevada County Transportation Commission

Attest: \_\_\_\_\_  
Dale D. Sayles  
Administrative Services Officer