

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



MICHAEL WOODMAN, Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

REGULAR MEETING AGENDA

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

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

Wednesday, July 21, 2021 at 8:30 a.m.

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

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

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

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

To join the Zoom meeting by phone:

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

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

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

PUBLIC COMMENT:

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

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

Please include the words **Public Comment** and the **meeting date and a brief title and/or agenda item number** in the subject line, and limit your word count to 400 words.

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

Phone attendees: **Press *9 to Raise Hand**

Meetings are conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.* and Executive Order N-29-20.

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

REGULAR MEETING: 8:30 a.m.

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

PUBLIC COMMENT

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

Adopt Consent Items by roll call vote.

1. [Financial Reports:](#)

April 2021, May 2021

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

2. [NCTC Minutes:](#) May 19, 2021 Meeting

Recommendation: Approve.

3. [HIP Bid Targets for FY 2020/21:](#) The attached table has been prepared by staff based on the Caltrans Office of Local Assistance estimate of HIP funds for FY 2020/21.

Recommendation: Approve the Bid Target table as a basis for allocation from the HIP Fund for FY 2020/21.

4. [State of Good Repair Projects for FY 2021/22:](#) See staff report.

Recommendation: Adopt Resolution **21-13**.

5. [Grass Valley, Nevada City, Town of Truckee, and Nevada County Local Participation Subrecipient Agreements for FY 2021/22:](#) See staff report.

Recommendation: Adopt Resolution **21-14**.

6. [Allocation Request from Nevada County](#): Through adoption of Resolution 21-212, County of Nevada is requesting allocations of Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for transit/paratransit operations for FY 2021/22

Recommendation: Adopt Resolution **21-15**.

7. [Allocation Request from the Town of Truckee](#): Through adoption of Resolutions 2021-42 and 2021-43, Town of Truckee is requesting allocations of LTF and STA for transit/paratransit operations for FY 2021/22.

Recommendation: Adopt Resolution **21-16**.

ACTION ITEMS

8. [Professional Services Agreement for Fiscal and Compliance Audits](#): See staff report.

Recommendation: Adopt Resolution **21-17** by roll call vote.

9. [Amendment 7, Professional Services Agreement for General Counsel Services with Sloan Sakai Yeung & Wong LLP](#): See staff report.

Recommendation: Adopt Resolution **21-18** by roll call vote.

10. [Western Nevada County Transit Development Plan Final Report](#): See staff report.

Recommendation: Accept the Final Report.

11. [Nevada County Coordinated Public Transit-Human Services Transportation Plan Final Report](#): See staff report.

Recommendation: Accept the Final Report.

INFORMATIONAL ITEMS

12. [Correspondence](#)

A. Betty T. Yee, California State Controller, [Fiscal Year 2020/21 Third Quarter State Transit Assistance Allocation](#), File 1370.0, 5/18/2021.

B. Betty T. Yee, California State Controller, [Fiscal Year 2020/21 State of Good Repair Program Second Allocation](#), File 370.2.1, 5/18/2021.

- C. Mike Woodman, Executive Director, NCTC, [Letter of Appreciation to Senator Brian Dahle](#), File 1200.4, 7/1/21.
- D. Mike Woodman, Executive Director, NCTC, [Letter of Appreciation to Assemblywoman Megan Dahle](#), File 1200.4, 7/1/21.
- E. Mike Woodman, Chair, North State Super Region, [Comments on the Draft Climate Action Plan for Transportation Infrastructure \(CAPTI\)](#), File 1030.2.4.5, 5/20/2021.
- F. Department of Transportation, [Caltrans Seeks Community Feedback about Future SR-49 Projects](#), File 1200.4, 7/8/2021.

13. [Executive Director's Report](#)

14. [Project Status Report:](#)

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

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

SCHEDULE FOR NEXT REGULAR MEETING: September 15, 2021, via Zoom meeting.

ADJOURNMENT OF MEETING

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

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

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2021 NCTC MEETING SCHEDULE

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

COMMONLY USED ACRONYMS

NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)

Updated 11-14-17

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

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

1.

APRIL

TOWN OF TRUCKEE (5805) LTF

16.54%

Cash Balance 04/01/21 \$950,951.39

Additions \$46,132.30

Deductions \$0.00

Cash Balance 04/30/21 \$997,083.69

Budget and Allocations

Fund Balance 6/30/20 \$846,314.98

Revenue Revised Findings Reso 21-03 3/17/21 \$576,034.00

AMOUNT TO BE ALLOCATED \$1,422,348.98

Total Amount of Approved Allocations \$509,294.00

BALANCE Available for Allocation \$913,054.98

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-31	Transit/Paratransit Operations	\$509,294.00	\$254,647.00	\$254,647.00

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

APRIL

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 04/01/21	\$211,365.07
Additions	\$5,991.72
Deductions	<u>\$0.00</u>
Cash Balance 04/30/21	\$217,356.79

Budget and Allocations

Fund Balance 6/30/20	\$197,692.16
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$74,816.00</u>
AMOUNT TO BE ALLOCATED	\$272,508.16

Total Amount of Approved Allocations	<u>\$34,000.00</u>
BALANCE Available for Allocation	\$238,508.16

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

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

APRIL

NEVADA COUNTY (5807) LTF

67.15%

Cash Balance 04/01/21	\$2,732,032.09
Additions	\$187,283.85
Deductions	<u>\$0.00</u>
Cash Balance 04/30/21	\$2,919,315.94

Budget and Allocations	
<u>Fund Balance 6/30/20</u>	\$2,834,099.51
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$2,338,533.00</u>
AMOUNT TO BE ALLOCATED	\$5,172,632.51

Total Amount of Approved Allocations	<u>\$2,067,586.00</u>
BALANCE Available for Allocation	\$3,105,046.51

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

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

APRIL

GRASS VALLEY (5808) LTF

13.11%

Cash Balance 04/01/21	\$0.00
Additions	\$36,572.10
Deductions	<u>\$36,572.10</u>
Cash Balance 04/30/21	\$0.00

Budget and Allocations

Fund Balance 6/30/20	\$10,923.38
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$456,660.00</u>
AMOUNT TO BE ALLOCATED	\$467,583.38

Total Amount of Approved Allocations	<u>\$403,751.00</u>
BALANCE Available for Allocation	\$63,832.38

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-29	Transit/Paratransit Operations	\$403,751.00	\$323,930.24	\$79,820.76

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21

APRIL

NEVADA CITY (5809) LTF

3.20%

Cash Balance 04/01/21	\$0.00
Additions	\$8,926.27
Deductions	<u>\$8,926.27</u>
Cash Balance 04/30/21	\$0.00

Budget and Allocations

Fund Balance 6/30/20	\$2,671.23
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$111,458.00</u>
AMOUNT TO BE ALLOCATED	\$114,129.23

Total Amount of Approved Allocations	<u>\$98,545.00</u>
BALANCE Available for Allocation	\$15,584.23

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-30	Transit/Paratransit Operations	\$98,545.00	\$79,067.78	\$19,477.22

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21

APRIL

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 04/01/21	\$157,348.76
Additions	\$14,679.71
Deductions	<u>\$0.00</u>
Cash Balance 04/30/21	\$172,028.47

Budget and Allocations

Fund Balance 6/30/20	\$123,641.59
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$183,299.00</u>
AMOUNT TO BE ALLOCATED	\$306,940.59

Total Amount of Approved Allocations	<u>\$157,577.00</u>
BALANCE Available for Allocation	\$149,363.59

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-28	Nevada County Paratransit Operations	\$130,772.00	\$65,386.00	\$65,386.00
7/15/20 20-31	Truckee Paratransit Operations	\$26,805.00	\$13,402.50	\$13,402.50
	TOTAL	\$157,577.00	\$78,788.50	\$78,788.50

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

APRIL

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

Cash Balance 04/01/21	\$70,237.05
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 04/30/21	\$70,237.05
Amount Approved for Projects	\$54,981.35
Interest Accrued*	<u>\$15,255.70</u>
Total Available	\$70,237.05

DATE/RESO	PROJECT	AMOUNT AVAILABLE FOR THE PROJECT	TTD ACTIVITY Accrual	BALANCE
9/18/13 13-32	NextBus Technology	\$149,390.30	\$94,408.95	\$54,981.35

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

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21

APRIL

NCTC Administration & Planning (6327)

Cash Balance 04/01/21	\$80,610.13
Additions	\$146,745.64
Deductions	<u>\$85,392.87</u>
Cash Balance 04/30/21	\$141,962.90

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/20	\$134,972.33
Estimated Revenue	<u>\$1,449,103.82</u>
AVAILABLE FOR ALLOCATION	\$1,584,076.15
Total of Approved Allocations	<u>\$1,449,103.82</u>
BALANCE AVAILABLE FOR ALLOCATION	\$134,972.33

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$177,543.10	\$165,751.24	\$11,791.86	93.36%
	Indirect	\$32,005.74	\$20,368.44	\$11,637.30	63.64%
	Consultant Human Resources	\$5,000.00	\$1,827.50	\$3,172.50	36.55%
1.2	<u>TDA Admin.</u>				
	NCTC Staff	\$191,339.61	\$163,198.52	\$28,141.09	85.29%
	Indirect	\$34,492.85	\$19,859.27	\$14,633.58	57.58%
	Fiscal Audit	\$44,490.00	\$40,500.00	\$3,990.00	91.03%
2.1	<u>Regional Transportation Plan</u>				
	NCTC Staff	\$103,506.80	\$86,922.02	\$16,584.78	83.98%
	Indirect	\$20,620.77	\$10,225.96	\$10,394.81	49.59%
	Traffic Engineering	\$25,000.00	\$14,288.40	\$10,711.60	57.15%
	Local Agency	\$30,000.00	\$9,208.19	\$20,791.81	30.69%
	Traffic Counts	\$10,000.00	\$1,503.15	\$8,496.85	15.03%
2.1.2	<u>RTP Implementation VMT Thresholds</u>				
	NCTC Staff	\$3,478.49	\$978.78	\$2,499.71	28.14%
	Consultant	\$15,723.33	\$13,319.97	\$2,403.36	84.71%
2.1.5	<u>Regional Traffic Model Update</u>				
	NCTC Staff	\$7,402.78	\$6,712.14	\$690.64	90.67%
	Consultant	\$8,717.52	\$8,717.52	\$0.00	100.00%
2.2	<u>Transportation Improvement Program</u>				
	NCTC Staff	\$57,406.15	\$47,614.00	\$9,792.15	82.94%
	Indirect	\$13,997.79	\$5,639.67	\$8,358.12	40.29%
2.2.1	<u>RTMF Update</u>				
	NCTC Staff	\$15,086.98	\$1,046.17	\$14,040.81	6.93%
	Consultant	\$80,000.00	\$0.00	\$80,000.00	0.00%
2.2.2	<u>GV SR 174-20 Intersection Analysis</u>				
	NCTC Staff	\$2,578.32	\$876.78	\$1,701.54	34.01%
	Consultant	\$8,616.87	\$8,526.00	\$90.87	98.95%
2.2.3	<u>Nevada City SR 49 Multimodal Corridor Plan</u>				
	NCTC Staff	\$2,577.48	\$785.43	\$1,792.05	30.47%
	Consultant	\$25,758.83	\$25,549.73	\$209.10	99.19%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$49,786.20	\$45,709.54	\$4,076.66	91.81%
	Indirect	\$13,393.84	\$6,588.84	\$6,805.00	49.19%
2.3.1	<u>Western Nevada County Transit Development Plan</u>				
	NCTC Staff	\$13,044.53	\$11,654.52	\$1,390.01	89.34%
	Consultant	\$57,474.26	\$44,083.92	\$13,390.34	76.70%
2.3.2	<u>NevCo Coordinated Public Transit-Human Services Plan Update</u>				
	NCTC Staff	\$11,467.95	\$6,033.60	\$5,434.35	52.61%
	Consultant	\$36,436.32	\$27,470.19	\$8,966.13	75.39%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$58,286.77	\$57,454.25	\$832.52	98.57%
	Indirect	\$17,588.00	\$7,426.73	\$10,161.27	42.23%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	100.00%
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$9,277.84	\$4,631.38	\$4,646.46	49.92%
	ALUC Reviews	\$15,000.00	\$1,707.50	\$13,292.50	11.38%
2.4.3	<u>READY Nevada County</u>				
	NCTC Staff	\$30,000.00	\$9,807.85	\$20,192.15	32.69%
	Consultant	\$125,156.00	\$15,308.26	\$109,847.74	12.23%
	Contingency	\$94,848.70	\$0.00	\$94,848.70	0.00%
	TOTAL ALL WORK ELEMENTS	\$1,449,103.82	\$893,295.46	\$555,808.36	61.64%

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

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

APRIL

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 04/01/21	\$1,348,935.66
Additions	\$121,531.00
Deductions	\$0.00
Cash Balance 04/30/21	\$1,470,466.66

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

JURISDICTION	COLLECTED/EXPENDED 2000/01 - 2019/20	COLLECTED/EXPENDED 2020/21	TOTAL COLLECTED/EXPENDED
Grass Valley	\$2,261,616.18	\$0.00	\$2,261,616.18
Nevada City	\$147,606.11	\$23,231.36	\$170,837.47
Nevada County	\$4,531,372.80	\$377,016.60	\$4,908,389.40
Total	\$6,940,595.09	\$400,247.96	\$7,340,843.05
Interest	\$196,640.32	\$16,923.26	\$213,563.58
Expenditures	\$5,959,939.98	\$124,000.00	\$6,083,939.98
TOTAL	\$1,177,295.44	\$293,171.22	\$1,470,466.66

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION AS OF 7/1/20	EXPENDED YTD Accrual Basis	BALANCE
5/15/19 Reso 19-20	NCTC RTMF Administration	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,260,261.54	\$3,126,201.30	\$0.00	\$3,126,201.30
7/19/17 Reso 17-29	Grass Valley East Main Street/Bennett Street	\$1,500,000.00	\$1,026,057.28	\$473,942.72	\$124,000.00	\$349,942.72
TOTAL		\$5,891,462.84	\$2,286,318.82	\$3,605,144.02	\$124,000.00	\$3,481,144.02

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

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 04/01/21	\$2,795,463.45
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 04/30/21	\$2,795,463.45

Budget and Allocations

Fund Balance 6/30/20	\$2,418,098.97
Estimated STA Revenue	\$535,269.00
AMOUNT TO BE ALLOCATED	\$2,953,367.97

Total Approved Allocations	<u>\$1,453,712.00</u>
BALANCE Available for Allocation	\$1,499,655.97

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

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

APRIL

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 04/01/21	\$1,691,212.40
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 04/30/21	\$1,691,212.40
<u>Budget and Allocations</u>	
Fund Balance 6/30/20	\$2,214,761.30
Estimated RSTP Revenue	<u>\$1,116,562.00</u>
AMOUNT TO BE ALLOCATED	\$3,331,323.30
Total Amount of Approved Allocations	<u>\$1,277,675.50</u>
BALANCE Available for Allocation	\$2,053,647.80

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-33	GV 2019/20 Annual Street Rehab	\$240,000.00	\$0.00	\$240,000.00	\$0.00	\$240,000.00
7/15/20 20-33	GV 2020/21 Annual Street Rehab	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00
7/15/20 20-34	Nev City Boulder Street Improvements	\$86,000.00	\$0.00	\$86,000.00	\$86,000.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road	\$160,000.00	\$3,627.50	\$156,372.50	\$36,887.50	\$119,485.00
7/15/20 20-32	Nev Co 2020/21 General Maintenance	\$645,303.00	\$0.00	\$645,303.00	\$428,964.70	\$216,338.30
	TOTAL	\$1,281,303.00	\$3,627.50	\$1,277,675.50	\$551,852.20	\$725,823.30

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

MAY

TOWN OF TRUCKEE (5805) LTF

16.54%

Cash Balance 05/01/21	\$997,083.69
Additions	\$58,717.53
Deductions	<u>\$0.00</u>
Cash Balance 05/31/21	\$1,055,801.22
<u>Budget and Allocations</u>	
Fund Balance 6/30/20	\$846,314.98
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$576,034.00</u>
AMOUNT TO BE ALLOCATED	\$1,422,348.98
Total Amount of Approved Allocations	<u>\$509,294.00</u>
BALANCE Available for Allocation	\$913,054.98

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-31	Transit/Paratransit Operations	\$509,294.00	\$254,647.00	\$254,647.00

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

MAY

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 05/01/21	\$217,356.79
Additions	\$7,626.30
Deductions	<u>\$0.00</u>
Cash Balance 05/31/21	\$224,983.09

Budget and Allocations

Fund Balance 6/30/20	\$197,692.16
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$74,816.00</u>
AMOUNT TO BE ALLOCATED	\$272,508.16

Total Amount of Approved Allocations	<u>\$34,000.00</u>
BALANCE Available for Allocation	\$238,508.16

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

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

MAY

NEVADA COUNTY (5807) LTF

67.15%

Cash Balance 05/01/21	\$2,919,315.94
Additions	\$238,376.25
Deductions	<u>\$458,662.94</u>
Cash Balance 05/31/21	\$2,699,029.25

Budget and Allocations	
<u>Fund Balance 6/30/20</u>	\$2,834,099.51
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$2,338,533.00</u>
AMOUNT TO BE ALLOCATED	\$5,172,632.51

Total Amount of Approved Allocations	<u>\$2,067,586.00</u>
BALANCE Available for Allocation	\$3,105,046.51

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-28	Transit/Paratransit Operations	\$2,067,586.00	\$2,009,352.44	\$58,233.56

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

MAY

GRASS VALLEY (5808) LTF

13.11%

Cash Balance 05/01/21	\$0.00
Additions	\$46,549.24
Deductions	<u>\$46,549.24</u>
Cash Balance 05/31/21	\$0.00

Budget and Allocations

Fund Balance 6/30/20	\$10,923.38
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$456,660.00</u>
AMOUNT TO BE ALLOCATED	\$467,583.38

Total Amount of Approved Allocations	<u>\$403,751.00</u>
BALANCE Available for Allocation	\$63,832.38

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-29	Transit/Paratransit Operations	\$403,751.00	\$370,479.48	\$33,271.52

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

MAY

NEVADA CITY (5809) LTF

3.20%

Cash Balance 05/01/21	\$0.00
Additions	\$11,361.42
Deductions	<u>\$11,361.42</u>
Cash Balance 05/31/21	\$0.00

Budget and Allocations

Fund Balance 6/30/20	\$2,671.23
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$111,458.00</u>
AMOUNT TO BE ALLOCATED	\$114,129.23

Total Amount of Approved Allocations	<u>\$98,545.00</u>
BALANCE Available for Allocation	\$15,584.23

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-30	Transit/Paratransit Operations	\$98,545.00	\$90,429.20	\$8,115.80

**Nevada County Transportation Commission
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MAY

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 05/01/21	\$172,028.47
Additions	\$18,684.44
Deductions	<u>\$0.00</u>
Cash Balance 05/31/21	\$190,712.91

Budget and Allocations

Fund Balance 6/30/20	\$123,641.59
Revenue Revised Findings Reso 21-03 3/17/21	<u>\$183,299.00</u>
AMOUNT TO BE ALLOCATED	\$306,940.59

Total Amount of Approved Allocations	<u>\$157,577.00</u>
BALANCE Available for Allocation	\$149,363.59

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-28	Nevada County Paratransit Operations	\$130,772.00	\$65,386.00	\$65,386.00
7/15/20 20-31	Truckee Paratransit Operations	\$26,805.00	\$13,402.50	\$13,402.50
	TOTAL	\$157,577.00	\$78,788.50	\$78,788.50

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

MAY

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

Cash Balance 05/01/21	\$70,237.05
Additions	\$0.00
Deductions	<u>\$70,237.05</u>
Cash Balance 05/31/21	\$0.00
Amount Approved for Projects	\$54,981.35
Interest Accrued*	<u>\$15,255.70</u>
Total Available	\$70,237.05

DATE/RESO	PROJECT	AMOUNT AVAILABLE FOR THE PROJECT	TTD ACTIVITY Accrual	BALANCE
9/18/13 13-32	NextBus Technology	\$164,646.00	\$164,646.00	\$0.00

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

Nevada County Transportation Commission
Monthly Financial Report FY 2020/21

MAY

NCTC Administration & Planning (6327)

Cash Balance 05/01/21	\$141,962.90
Additions	\$97,123.15
Deductions	<u>\$95,515.38</u>
Cash Balance 05/31/21	\$143,570.67

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/20	\$134,972.33
Estimated Revenue	<u>\$1,449,103.82</u>
AVAILABLE FOR ALLOCATION	\$1,584,076.15
Total of Approved Allocations	<u>\$1,449,103.82</u>
BALANCE AVAILABLE FOR ALLOCATION	\$134,972.33

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$177,543.10	\$170,011.36	\$7,531.74	95.76%
	Indirect	\$32,005.74	\$21,475.73	\$10,530.01	67.10%
	Consultant Human Resources	\$5,000.00	\$1,827.50	\$3,172.50	36.55%
1.2	<u>TDA Admin.</u>				
	NCTC Staff	\$191,339.61	\$175,967.05	\$15,372.56	91.97%
	Indirect	\$34,492.85	\$22,147.82	\$12,345.03	64.21%
	Fiscal Audit	\$44,490.00	\$40,500.00	\$3,990.00	91.03%
2.1	<u>Regional Transportation Plan</u>				
	NCTC Staff	\$103,506.80	\$96,967.94	\$6,538.86	93.68%
	Indirect	\$20,620.77	\$11,670.85	\$8,949.92	56.60%
	Traffic Engineering	\$25,000.00	\$14,288.40	\$10,711.60	57.15%
	Local Agency	\$30,000.00	\$10,659.34	\$19,340.66	35.53%
	Traffic Counts	\$10,000.00	\$1,540.39	\$8,459.61	15.40%
2.1.2	<u>RTP Implementation VMT Thresholds</u>				
	NCTC Staff	\$3,478.49	\$978.78	\$2,499.71	28.14%
	Consultant	\$15,723.33	\$13,319.97	\$2,403.36	84.71%
2.1.5	<u>Regional Traffic Model Update</u>				
	NCTC Staff	\$7,402.78	\$6,712.14	\$690.64	90.67%
	Consultant	\$8,717.52	\$8,717.52	\$0.00	100.00%
2.2	<u>Transportation Improvement Program</u>				
	NCTC Staff	\$57,406.15	\$53,760.11	\$3,646.04	93.65%
	Indirect	\$13,997.79	\$6,943.16	\$7,054.63	49.60%
2.2.1	<u>RTMF Update</u>				
	NCTC Staff	\$15,086.98	\$4,456.52	\$10,630.46	29.54%
	Consultant	\$80,000.00	\$0.00	\$80,000.00	0.00%
2.2.2	<u>GV SR 174-20 Intersection Analysis</u>				
	NCTC Staff	\$2,578.32	\$876.78	\$1,701.54	34.01%
	Consultant	\$8,616.87	\$8,526.00	\$90.87	98.95%
2.2.3	<u>Nevada City SR 49 Multimodal Corridor Plan</u>				
	NCTC Staff	\$2,577.48	\$785.43	\$1,792.05	30.47%
	Consultant	\$25,758.83	\$25,549.73	\$209.10	99.19%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$49,786.20	\$47,613.85	\$2,172.35	95.64%
	Indirect	\$13,393.84	\$7,348.85	\$6,044.99	54.87%
2.3.1	<u>Western Nevada County Transit Development Plan</u>				
	NCTC Staff	\$13,044.53	\$11,816.02	\$1,228.51	90.58%
	Consultant	\$57,474.26	\$44,775.58	\$12,698.68	77.91%
2.3.2	<u>NevCo Coordinated Public Transit-Human Services Plan Update</u>				
	NCTC Staff	\$11,467.95	\$9,366.53	\$2,101.42	81.68%
	Consultant	\$36,436.32	\$28,466.63	\$7,969.69	78.13%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$58,286.77	\$57,533.43	\$753.34	98.71%
	Indirect	\$17,588.00	\$8,075.16	\$9,512.84	45.91%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	100.00%
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$9,277.84	\$5,164.04	\$4,113.80	55.66%
	ALUC Reviews	\$15,000.00	\$1,707.50	\$13,292.50	11.38%
2.4.3	<u>READY Nevada County</u>				
	NCTC Staff	\$30,000.00	\$13,724.16	\$16,275.84	45.75%
	Consultant	\$125,156.00	\$16,215.67	\$108,940.33	12.96%
	Contingency	\$94,848.70	\$0.00	\$94,848.70	0.00%
	TOTAL ALL WORK ELEMENTS	\$1,449,103.82	\$951,489.94	\$497,613.88	65.66%

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

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

MAY

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 05/01/21	\$1,470,466.66
Additions	\$0.00
Deductions	\$0.00
Cash Balance 05/31/21	\$1,470,466.66

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

JURISDICTION	COLLECTED/EXPENDED 2000/01 - 2019/20	COLLECTED/EXPENDED 2020/21	TOTAL COLLECTED/EXPENDED
Grass Valley	\$2,261,616.18	\$0.00	\$2,261,616.18
Nevada City	\$147,606.11	\$23,231.36	\$170,837.47
Nevada County	\$4,531,372.80	\$377,016.60	\$4,908,389.40
Total	\$6,940,595.09	\$400,247.96	\$7,340,843.05
Interest	\$196,640.32	\$16,923.26	\$213,563.58
Expenditures	\$5,959,939.98	\$124,000.00	\$6,083,939.98
TOTAL	\$1,177,295.44	\$293,171.22	\$1,470,466.66

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION AS OF 7/1/20	EXPENDED YTD Accrual Basis	BALANCE
5/15/19 Reso 19-20	NCTC RTMF Administration	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,260,261.54	\$3,126,201.30	\$0.00	\$3,126,201.30
7/19/17 Reso 17-29	Grass Valley East Main Street/Bennett Street	\$1,500,000.00	\$1,026,057.28	\$473,942.72	\$124,000.00	\$349,942.72
TOTAL		\$5,891,462.84	\$2,286,318.82	\$3,605,144.02	\$124,000.00	\$3,481,144.02

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

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 05/01/21	\$2,795,463.45
Additions	\$179,083.00
Deductions	<u>\$0.00</u>
Cash Balance 05/31/21	\$2,974,546.45

Budget and Allocations

Fund Balance 6/30/20	\$2,418,098.97
Estimated STA Revenue	\$535,269.00
AMOUNT TO BE ALLOCATED	\$2,953,367.97

Total Approved Allocations	<u>\$1,453,712.00</u>
BALANCE Available for Allocation	\$1,499,655.97

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

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

MAY

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 05/01/21	\$1,691,212.40
Additions	\$1,116,562.00
Deductions	<u>\$216,338.30</u>
Cash Balance 05/31/21	\$2,591,436.10
<u>Budget and Allocations</u>	
Fund Balance 6/30/20	\$2,214,761.30
Estimated RSTP Revenue	<u>\$1,116,562.00</u>
AMOUNT TO BE ALLOCATED	\$3,331,323.30
Total Amount of Approved Allocations	<u>\$1,277,675.50</u>
BALANCE Available for Allocation	\$2,053,647.80

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/15/20 20-33	GV 2019/20 Annual Street Rehab	\$240,000.00	\$0.00	\$240,000.00	\$0.00	\$240,000.00
7/15/20 20-33	GV 2020/21 Annual Street Rehab	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00
7/15/20 20-34	Nev City Boulder Street Improvements	\$86,000.00	\$0.00	\$86,000.00	\$86,000.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road	\$160,000.00	\$3,627.50	\$156,372.50	\$36,887.50	\$119,485.00
7/15/20 20-32	Nev Co 2020/21 General Maintenance	\$645,303.00	\$0.00	\$645,303.00	\$645,303.00	\$0.00
	TOTAL	\$1,281,303.00	\$3,627.50	\$1,277,675.50	\$768,190.50	\$509,485.00

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



MICHAEL WOODMAN, Executive Director

Grass Valley • Nevada City

COMMISSION

Nevada County • Truckee

MINUTES OF NCTC MEETING May 19, 2021

An online meeting of the Nevada County Transportation Commission (NCTC) was held via teleconference, in light of COVID-19 restrictions on public gatherings, on Wednesday, May 19, 2021. The meeting was held via Zoom. Notice of the meeting was posted 72 hours in advance. The meeting was scheduled for 8:30 a.m.

Members Present: Jan Arbuckle
 Andy Burton
 Susan Hoek
 Ed Scofield
 Jan Zabriskie

Members Absent: Ann Guerra
 Duane Strawser

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

Standing Orders: Chair Burton convened the Nevada County Transportation Commission meeting at 8:32 a.m.

Pledge of Allegiance
 Roll Call

PUBLIC COMMENT: There was no public comment.

CONSENT ITEMS

1. Financial Reports
February 2021 and March 2021
2. NCTC Minutes
March 17, 2021 NCTC Meeting Minutes
3. Federal Transit Administration Section 5311 Federal Fiscal Year 2021 Program of Projects Resolution 21-06

4. Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Federal Fiscal Year 2021 Program of Projects
Resolution 21-07
5. Revised Findings of Apportionment for FY 2021/22
Resolution 21-08
6. Regional Surface Transportation Program (RSTP) Bid Targets for FY 2020/21
Approve the Bid Target table as a basis for allocation from the RSTP Fund.
7. Disposal of Surplus Equipment
Resolution 21-09
8. Agreement with Town of Truckee for Return of State Transit Assistance Unearned Revenue
Authorize the Executive Director to sign the Agreement on behalf of NCTC.
9. Approval of Low Carbon Transit Operations Program FY 2020/21 Funding Amounts
Approve FY 2020/21 funding amounts and authorize the Executive Director to sign letters approving the Town of Truckee's Allocation Request.

ACTION: Approved Consent Items by roll call vote

MOTION: Arbuckle / SECOND: Scofield

AYES: Arbuckle, Burton, Hoek, Scofield, Zabriskie

NOES: None

ABSENT: Guerra, Strawser

ABSTAIN: None

ACTION ITEMS

10. Presentation: FY 2019/20 Fiscal and Compliance Audits
Accept the FY 2019/20 Fiscal and Compliance Audits.

Robert D. Griffith, CPA with AGT gave his presentation on the FY 2019/20 Fiscal and Compliance Audits.

Robert Griffith's presentation slides and presentation transcript can be viewed here:

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

ACTION: None – Information only.

11. Professional Services Agreement with GHD Inc. to Update the Western Nevada County Regional Transportation Mitigation Fee Program in Coordination with the Updates of the Nevada County Local Traffic Mitigation Fee and Grass Valley Traffic Impact Fee Programs
Resolution 21-10

The consultant firm GHD Inc. has been selected to update the Regional Transportation Mitigation Fee Program and will also be conducting the update of the Nevada County Local Traffic Mitigation Fee

Program and Grass Valley Traffic Impact Fee Programs through direct contracts through those entities. This action is to authorize the Chair to sign the contract with GHD Inc. which has been reviewed by NCTC's legal counsel.

ACTION: Approved Resolution 21-10 by roll call vote
MOTION: Hoek / **SECOND:** Arbuckle
AYES: Arbuckle, Burton, Hoek, Scofield, Zabriskie
NOES: None
ABSENT: Guerra, Strawser
ABSTAIN: None

12. Congestion Mitigation and Air Quality Improvement Program (CMAQ) Adjustments
Resolution 21-11

NCTC staff in coordination with partner jurisdictions reviewed the CMAQ program and determined that there were not any approved CMAQ projects ready to be obligated prior to the close of the federal fiscal year. NCTC staff with support from the Technical Advisory Committee proposed to loan NCTC's CMAQ apportionment balance of \$2,987,395 to the Sacramento Area Council of Governments (SACOG) for the current Federal Fiscal year, and to have the equal amount returned to NCTC by SACOG in the following Federal Fiscal Year 2021/22, which begins October 1, 2021. This exchange benefits NCTC by accommodating project delays, and it expands our programming capacity for the projects in the federal fiscal year in which the repayment occurs. This loan benefits SACOG by allowing them to deliver additional CMAQ projects in the current federal fiscal year.

The CMAQ funds are earmarked for several projects including the Rough and Ready Highway roundabout project and the McCourtney Road sidewalk project, and the remainder of that funding is available for new projects. Staff will do a call for projects for the unprogrammed portion of the CMAQ funds, which will account for the projects that have already been approved.

Mr. Woodman addressed the question of why Nevada County is not a member of SACOG. One of the main reasons is Nevada County's non-attainment status for air quality for the federal eight-hour ozone standard. If Nevada County were to be included in SACOG's planning boundary and the Sacramento area had an air quality conformity lapse, it could put federal funding at risk. By staying separate, Nevada County is an isolated rural non-attainment area, which makes the air quality attainment process much easier for our transportation projects.

Mr. Woodman addressed the question if this loaning of money creates a perception issue on the use of funds or is it fairly neutral. He said it is fairly neutral and supported by Caltrans because they do not like to have the federal funding sitting unused. It helps Caltrans to meet their obligation of federal funds that were provided for the federal fiscal year. There is no downside, it gives us a way to bank our CMAQ funds and avoid running into obligation timing issues.

Dan Landon said if Nevada County were to be part of SACOG, with most of the CMAQ funds being distributed based on population, the bulk of those funds would automatically go into the metropolitan area, so Nevada County would see a reduction in the amount of revenue. Not being a part of SACOG gives Nevada County a little more autonomy and an ability to deal with local projects.

Robin Van Valkenburg, Transit Services Manager for the Nevada County Transit Services Division, said it also makes obtaining transit funding easier as they are not competing with other small providers within the SACOG region. There are some benefits being a member of SACOG, there is a scale of economy in certain things like the connect card fair payment system, but you're also beholden to some

of those decisions as well. It makes it a little more difficult for folks to function and it puts another layer of reporting, another layer of observation, and another layer of politics to get through in order to achieve projects. We can still tap into their process and some of their projects, things like the fair payment systems, without necessarily being a part of SACOG.

ACTION: Approved Resolution 21-11 by roll call vote
MOTION: Scofield / **SECOND:** Hoek
AYES: Arbuckle, Burton, Hoek, Scofield, Zabriskie
NOES: None
ABSENT: Guerra, Strawser
ABSTAIN: None

13. Final FY 2021/22 Overall Work Program
Resolution 21-12

Executive Director Woodman commented the Draft Overall Work Program was presented to the Commission at their March meeting and subsequently presented to the local jurisdictions for their review and consideration, as well as to Caltrans. The Grass Valley City Council, Nevada City Council, Truckee Town Council and Nevada County Board of Supervisors have all passed resolutions approving the Draft OWP as presented. In finalizing the Fiscal Year 2020/21 OWP, we've integrated the general comments received from Caltrans and included some additional funding for a consultant to assist us with the next update of the Regional Transportation Plan.

ACTION: Approved Resolution 21-12 by roll call vote
MOTION: Arbuckle / **SECOND:** Scofield
AYES: Arbuckle, Burton, Hoek, Scofield, Zabriskie
NOES: None
ABSENT: Guerra, Strawser
ABSTAIN: None

INFORMATIONAL ITEMS

14. Correspondence

- A. Doug LaMalfa, Member of Congress, Letter stating that the SR 49 Corridor Improvement Project is being submitted to the House Transportation and Infrastructure Committee, File 1030.2.2.1, 4/23/2021
- B. Senator Brian Dahle and Assemblywoman Megan Dahle, Urgent Time Sensitive Request for a Caltrans Letter of Support for the State Route 49 Corridor Improvement Project – Phase 1 (4E170) Congressman Doug LaMalfa Member Designated Project, File 1200.4.0.2, 4/29/2021
- C. Brian Estes, Fire Chief, CAL FIRE Nevada-Yuba-Placer Support for SR 49 Corridor Improvement Project – Phase 1 (STIP 4E170), File 1200.4.0.2, 4/29/2021

D. Toks Omishakin, Director, California Department of Transportation, Caltrans Support Letter regarding SR 49 Corridor Improvement Project Federal Funding Request, File 1200.4.0.2, 5/3/2021

Executive Director Woodman reported that Congressman Doug LaMalfa selected the State Route 49 Corridor Improvement Project – Phase 1 as one of his five member designated projects submitted to the House Transportation and Infrastructure Committee for consideration of federal earmark funding. It does not guarantee funding, but it gets past the first hurdle and we thank the Congressman for recognizing the importance of this project. Senator Brian Dahle and Assemblywoman Megan Dahle assisted NCTC by requesting a letter of support from Caltrans headquarters. Caltrans District 3 had submitted a request to Caltrans headquarters for a support letter for this project, but it was not initially approved. It is a little bit troubling that it took this amount of effort to get a support letter from Caltrans headquarters for a project of this nature that aligns with the 2050 Caltrans California Transportation Plan and also with the direction coming from the California State Transportation Agency for the Climate Action Plan for Infrastructure (CAPTI). The project does not induce significant VMT and it reduces greenhouse gas emissions, in addition to the safety benefits that are really the main focus. Staff is planning to schedule a debrief with Caltrans headquarters to find out where the misunderstanding was in their interpretation of this project, and will continue to have conversations with Caltrans and the California State Transportation Agency regarding Caltrans' interpretation of CAPTI to ensure that rural projects similar to this are not being disadvantaged for state and federal funding. Staff would like to thank Commissioner Hoek for her assistance in working with Senator Dahle and Assemblywoman Dahle to get that discussion started.

15. Executive Director's Report

- State Route 49 Corridor Improvement Project – Submittal of Federal Earmark Requests
- READY Nevada County – Extreme Climate Event and Adaptation Plan
- Active Transportation Program Augmentation Proposal
- Western Nevada County Transit Development Plan
- Nevada County Coordinated Public Transit – Human Services Transportation Plan

NCTC staff in coordination with the Nevada County Board of Supervisors Office and Nevada County Public Works submitted the federal earmark request in the amount of \$15 million necessary to fund the State Route 49 Corridor Improvement Project - Phase 1 for consideration by Congressman Doug LaMalfa. It was also submitted to Senator Dianne Feinstein, and will be submitted for consideration to Senator Alex Padilla's Office. Congressmen LaMalfa selected our project as one of his five member designated requests. Thanks to Sarah Holyhead from the Nevada County Supervisor's Office for her help in putting these applications together and getting them submitted, as well as Commissioner Hoek and Supervisor Miller. It has been a team effort and staff appreciate the assistance and the lead from the County Board of Supervisors Office.

Mr. Woodman reviewed the READY Nevada County Extreme Climate Event Mobility and Adaptation Plan. NCTC and consultant GHD Inc. held the first public workshop to kick off the study, provide an overview of the project, present the data collected on the existing conditions in the study area, and provide an opportunity for public input. The majority of public input received concerned wildfire evacuation routes. The consultant will begin the process of identifying the vulnerabilities in the

transportation system. Information on the project can be found on the project website, and a link to that website can be found on the NCTC website at <https://www.nctc.ca.gov/Projects/Ready-Nevada-County/index.html>

Mr. Woodman answered a question regarding the coordination efforts with the senior services providers in identifying potentially stranded seniors living in remote areas within the County. There are maps identifying census tracts with high concentration of senior population, as well as census tracts with the number of disabled residents within the County, and they reached out to facilities such as Gold Country Senior Center. That effort is ongoing, and it is an issue that Nevada County Office of Emergency Services as well as Nevada County Sheriff's Office are aware of, and looking at as part of the development of their zone evacuation system.

The California Transportation Commission and a broad coalition of transportation, trade and labor organizations is requesting that Governor Newsom and the legislature consider a one-time augmentation of \$2 billion from the general fund surplus for the Active Transportation Program. This would allow funding of high-quality projects that were submitted to the severely oversubscribed 2021 Active Transportation Program Cycle Five. The proposed augmentation would fund all five of the projects that were submitted by Nevada County jurisdictions, but those projects did not make the funding cutoff. Projects include the State Route 49 Multimodal Corridor Improvement Project, the State Route 174 49/20 roundabout, an Active Transportation safety project, the Rough and Ready Highway roundabout project, the Combie Road Active Transportation Project, and the Truckee River Legacy Trail Phase Four.

The consultant for the Western Nevada County Transit Development Plan update, and the Nevada County Coordinated Public Transit – Human Service Transportation Plan update has prepared the draft recommendations for both of those plans, and they were presented at an online workshop on May 20 to receive public input. The consultant presented the recommendations to the May Transit Services Commission meeting, and the input received will be incorporated into the final reports, which will then be presented to NCTC at their July meeting.

16. Project Status Reports:

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

Sam Vandell reviewed the May Caltrans Project Status Report. He thanked Mike Woodman for his efforts to get the earmark approval letters through Caltrans Headquarters Division. He applauded Mr. Woodman's efforts to get a debrief from headquarters to fully understand the single focus-point items that headquarters was having issues with, and said District 3 is in full support of Nevada County's efforts in securing this.

The design on the Omega Curves Project on Highway 20 east of White Cloud Campground to west of Zeibright Road is complete and is getting ready to advertise in June or early July, with an award of the contract to the lowest bidder in October. Dave Catania, the construction area senior for that area, will be administering that contract, and Jeff Johnson will be the resident engineer on that project. Jeff did the Dorsey Drive project, as well as several others in the area, and does a great job of communicating. Some of the trails have been impacted and some will be redesigned and relocated. The US Forest Service Trail Department will be rebuilding the trails, doing tree removal, and the major earthwork-moving part of the construction will start next construction season.

Mr. Vandell answered a question concerning vegetation management at the Banner overcrossing. He talked with the area maintenance person Shelley Pangman, who said vegetation was cleared on the west side of the intersection, but the east side wasn't initially identified as a problem. Now that the west side has been cleared, the east side looks to be the worst part of the interchange, much more wooded, but it has not been recognized as a major issue and he does not know of any plans to clear that area.

Mr. Vandell answered a question concerning vegetation management on Highway 20 between Penn Valley and Grass Valley. He said that corridor is a very wide right-of-way for the state and does not seem to have vegetation right off the edge of the traveled way causing issues with sight distance or vegetation overgrowing the highway. He said they do not have a project asking private property owners for clearance to thin out the vegetation or the trees on their property. To do that they would have to have an environmental clearance and it would take a significant amount of work and effort to do clearing or thinning on private property.

Commissioner Hoek suggested she could take pictures of the places where the trees touch the overpass, especially at Rex Reservoir and down the hill. She agreed that property owners on the private side need to do something, but the big concern is fires starting in the vegetation along the highway. She said the manzanita, even up at Ponderosa, comes down to the white fog line. Mr. Vandell said if she could provide photos that identified the issue, he would be happy to work with the maintenance crews to try resolving it. As flammable as manzanita is, if it is within the state right of way, they definitely want to get it removed. It is a safety concern. There is also the issue of funding. Caltrans did some thinning projects with grant money, but that money has long been depleted and spent.

Commissioner Hoek asked if there could be an update on vegetation management in North San Juan, to improve visibility of the traffic signs, and there was going to be a study on the summer traffic. Another person was just recently hit by a car there. Mr. Vandell said they planned on looking at sign placements, and making sure there is proper distance or visibility to those signs.

Executive Director Woodman said there are efforts underway to augment the Active Transportation Program and get supplemental funding to other programs such as the State Transportation Improvement Program. He suggested that working with Senator Dahle and Assemblywoman Dahle and Cal Fire, a request could be made for a one-time augmentation to provide for enhanced vegetation management of the high wildfire risk corridors along the state highways. Mr. Vandell said their maintenance department does coordinate with Cal Fire for some of this vegetation removal, but he heard that it has been a challenge for Cal Fire to fill those staff positions.

Mr. Vandell addressed the question if the Donner Pass safety rest area would be one of the sites where ZEV stations will be installed. He said there have been issues with acquiring the material for the actual charging, and it has been a very hard, long process, so he did not know yet if that was one of the sites.

Mr. Vandell addressed the question if the erosion control product that is sprayed onto slopes on I-80 towards Reno is permeable. He said that product is an emulsified combination of fertilizer and seed mix that has a component that helps it stick to the slopes and allows the seeds to germinate. It is an erosion control measure that helps stabilize the slope and it is biodegradable.

The fiber optic cable that is being installed near Acid Flats is to communicate with intelligent traffic system elements to provide information to link the overhead signs, flashing signs, and loop detectors and count stations.

There will be a public meeting for the safety project on SR 49 in Placer County to install a median barrier. There are two alternatives for the intersections at the ends of the median barrier to facilitate U-turn movements for people needing to make a left turn within that section, either a signal or a roundabout. Public notice about the meeting will be going out soon on social media and the Caltrans website, and copies of the project documents will be available at the Grass Valley and Nevada County libraries and at the Rood Center.

Caltrans' legal department is thoroughly reviewing the 4E170 Nevada 49 project from La Barr Meadows to McKnight Interchange, there will be a number of people relocated due to that project so those impacts will need to be studied and evaluated. There will be a public meeting sometime in June.

Jim Day with Caltrans District 3 sent a message giving a big thank you to Sam Vandell. Jim works with several other RTPAs and none of them get the support that Sam provides to NCTC each month, he is truly the benchmark for the Caltrans District 3 project managers. NCTC staff also appreciates the communication and coordination and partnership that Sam provides. Mr. Vandell thanked everyone for their kind words, and commented that Jim Day is a true professional who goes above and beyond. NCTC staff indicated they also greatly appreciate the assistance and efforts provided by Jim Day as well.

COMMISSION ANNOUNCEMENTS: There were no commission announcements.

SCHEDULE FOR NEXT MEETING: The next regularly scheduled meeting of the NCTC will be July 21, 2021 at 8:30 a.m. via Zoom Webinar.

ADJOURNMENT OF MEETING: Chair Burton adjourned the meeting at 10:00 a.m.

Respectfully submitted by:



Carol Lynn, Administrative Assistant

Approved on: _____

By: _____

Andrew Burton, Chair
Nevada County Transportation Commission

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



MICHAEL WOODMAN, Executive Director

Grass Valley • Nevada City

COMMISSION

Nevada County • Truckee

File: 1030.2.4.3

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Federal Fiscal Years 2019/2020 and 2020/2021 Highway Infrastructure Program Apportionment Bid Targets

DATE: July 21, 2021

RECOMMENDATION: Approve the “NCTC Highway Infrastructure Program (HIP) Apportionment Bid Targets” chart for Federal Fiscal Years 2019/2020 and 2020/2021.

BACKGROUND: On December 20, 2020 the Consolidated Appropriations Act of 2021 was passed and signed into law. The following year, the Department of Transportation Appropriations Act for Federal Fiscal Year 2021 was passed. These two apportionment acts set aside funds for the Highway Infrastructure Program (HIP). The HIP provides federal funds to construct highways, bridges, and tunnels. The 2021 HIP fund apportionment may also be used for the elimination of hazards and installation of protective devices at railway-highway crossings.

The HIP funding distribution among states was determined by the Federal Highway Administration (FHWA). In California, Caltrans further apportions the funding per population distribution, as required by the HIP.

The reimbursement ratio for most HIP projects is 88.53%. Toll credits may be used as a match for HIP funding. HIP funds may be added to existing projects and may be used for preliminary engineering, right-of-way, and construction phases of work.

The attached “NCTC Highway Infrastructure Program (HIP) Apportionment Bid Targets” chart shows the bid targets by jurisdiction and the amount of funding available for each jurisdiction.

attachment

Highway Improvement Program Bid Targets Federal Fiscal Years 2019/20 & 2020/21

Jurisdiction	19/20 Estimated Population Resolution 19-09 May 2019	Pop. %	FFY 19/20 Bid Targets (obligate by 9/30/23)¹	20/21 Estimated Population Resolution 20-21 May 2020	Pop. %	FFY 20/21 Bid Targets (obligate by 9/30/24)²
Grass Valley	12,769	12.91%	\$13,530.07	12,865	13.11%	\$11,199.74
Nevada City	3,122	3.16%	\$3,308.08	3,140	3.20%	\$2,733.55
Truckee	16,434	16.62%	\$17,413.52	16,228	16.54%	\$14,127.43
Nevada County	66,579	67.32%	\$70,547.32	65,881	67.15%	\$57,353.28
TOTAL APPORTIONMENT	98,904	100.00%	\$104,799.00	98,114	100.00%	\$85,414.00

1. FFY 2019/20 Apportionment; Source FHWA N4510.842, 2/13/2020
2. FFY 2020/21 Apportionment; Source FHWA N4510.842, 1/15/2021

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



MICHAEL WOODMAN, Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 370.2.1

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Mike Woodman, Executive Director 

SUBJECT: State of Good Repair Project for FY 2021/22, Resolution 21-13

DATE: July 21, 2021

RECOMMENDATION: Adopt Resolution 21-13 approving the attached State of Good Repair (SGR) Project for Fiscal Year 2021/22.

BACKGROUND: On April 28, 2017 Governor Brown signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017. SB 1 will provide over \$50 billion in new transportation funding over the next decade to repair highways, bridges and local roads, to make strategic investments in congested commute and freight corridors and to improve transit service. A portion of SB 1 will provide approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation and capital projects. This funding program is referred to as the State of Good Repair (SGR) program; see attached 2021-22 State of Good Repair Program Allocation Estimate, January 28, 2021.

The SGR program is funded from a portion of a Transportation Improvement Fee on vehicle registrations. This program has a specific goal of keeping transit systems in a state of good repair, including the purchase of new transit vehicles, and maintenance and rehabilitation of transit facilities and vehicles.

Prior to receiving an apportionment of SGR funds in a given fiscal year, a potential recipient agency must submit a list of projects proposed to be funded to their Regional Transportation Planning Agency (RTPA). For FY 2021/22 there is only one project in NCTC's Regional Project List, Town of Truckee: SB 1 State of Good Repair Funding Proposed Project: Town of Truckee New Transit Center Property Acquisition, Facility Design and Construction.

Prior to receiving SGR funds, recipients must identify an agent who has authority to act on behalf of the agency. The Executive Director of NCTC will be authorized to execute all required documents of the SGR program.

attachment

**RESOLUTION 21-13
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF STATE OF GOOD REPAIR PROJECT FOR FY 2021/22

WHEREAS, the Nevada County Transportation Commission (NCTC) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the California Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the Nevada County Transportation Commission wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director of NCTC.

WHEREAS, the fund recipient (Town of Truckee) agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW, THEREFORE, BE IT RESOLVED that the Town of Truckee New Transit Center Property Acquisition, Facility Design and Construction is approved for State of Good Repair funding for FY 2021/22. This approval is contingent upon Truckee Town Council approval and receipt of the fully executed SGR Subrecipient Agreement for FY 2021/22.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Executive Director of NCTC is authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 21, 2021 by the following vote:

Ayes:

Noes:

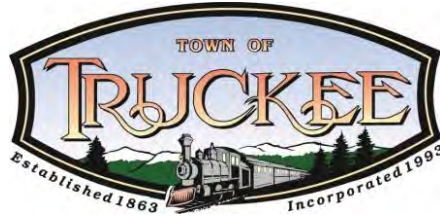
Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____

Dale D. Sayles
Administrative Services Officer



MEMORANDUM

Date: May 26, 2021

To: Nevada County Transportation Commission

From: Kelly Beede, Administrative Analyst II

Subject: FY 2021/22 State of Good Repair Program Funding – New Transit Center Property Acquisition, Facility Design and Construction

The existing transit center located at the Train Depot in Historic Downtown Truckee does not adequately serve existing transit operational needs and will not be able to support expansion of the Truckee TART or Regional TART services. The 2018 Truckee Short Range Transit Plan identified the need for a new transit center due to capacity challenges among other issues (respective SRTP pages attached). The Town has completed a Transit Center Relocation Feasibility Study that included a robust public process. A total of 15 sites were analyzed with the preferred location identified in the North Balloon Track of the Railyard (respective Study pages attached). At their October 13, 2020 meeting, the Town Council directed staff to move forward with property acquisition and development of the preferred site.

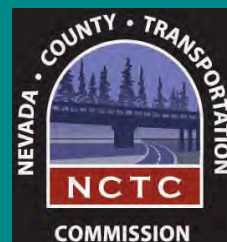
The Nevada County Transit Manager, Robin VanValkenburgh, has informed NCTC that Nevada County Transit does not have a project for this funding. The Town is requesting to use all of the 99313 (\$144,878) and all of the 99314 (\$7,138) funding totaling \$152,016 for the FY 21/22 SGR project. Per the SGR guidelines dated August 2020, page 7 (attached), "the design, acquisition and construction of new facilities that improve existing transit services" is considered an eligible project for use of SGR funding.

Please contact me with any questions or if you require additional information. Thank you.



Eastern Nevada County Short Range Transit Development Plan Final

Prepared for the



**NEVADA COUNTY
TRANSPORTATION
COMMISSION**

**Eastern Nevada County
Short Range Transit Development Plan
FINAL**

Prepared for the

Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, Ca. 95959

Prepared by

LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Suite C
P. O. Box 5875
Tahoe City, California 96145

March, 2018

This chapter first reviews vehicle improvements, followed by enhancements to bus stops and other passenger facilities.

Vehicle Replacement Plan

In addition to new vehicles required for new services, the Town of Truckee must replace aging transit vehicles when they reach the end of their useful life so as to maintain a safe and cost effective fleet. Buses which require more frequent maintenance increase vehicle maintenance costs and reduce the reliability of public transit service.

Table 10 displays the Truckee TART public transit fleet along with estimated replacement dates based on FTA guidelines for vehicle useful life. As shown, the smaller backup vehicle is due for replacement next year. The two DAR vehicles are due for replacement in 2022 while the vehicles primarily used for fixed route operations are due in 2024 at the end of the transit planning period. The smaller DAR vehicles cost on the order of \$95,000 to replace while the larger fixed route vehicles cost on the order of \$130,000.

Automatic Chaining System on Truckee TART vehicles

Winter driving conditions are a particular challenge in the operation of the Truckee transit services, particularly when snow conditions vary across a route or service area. One option is the use of on-demand chaining systems. Sometimes called “spider chains”, these consist of a cylinder with short lengths of tire chains attached around the circumference that is pneumatically actuated to descend and rub against the inside of a tire. Set spinning, the chain lengths spin under the wheel to provide traction. The advantage of this technology is that it allows the bus driver to actuate the system without leaving the vehicle and for short portions of a trip (such as when ascending to Donner Summit or Tahoe Donner). It does result in increased tire wear (requiring tire replacement once or twice per year, depending on use), and requires deployment while the vehicle is in motion. The Lassen Rural Bus system serving Lassen County uses this system on all but three of their vehicles. Automatic chains could cost on the order of \$2,000 to \$2,500 per vehicle. Overall, this appears to be a beneficial improvement for Truckee’s transit fleet.

Ski Racks for Winter Services

Transit systems serving ski resorts have long provided ski racks on the right side of the bus. While many passengers find this to be a convenience, there are a number of operational issues:

- They increase the loading/unloading time, as passengers sort through the equipment.
- There is the potential for theft.

("mTicket") as well as a pilot program at the Sacramento RT ("RideSacRT"). Many of these programs conveniently combine mobile ticketing with real-time vehicle location data and trip planning.

Mobile ticketing offers the following benefits:

- For Passengers:
 1. Can purchase tickets quickly and at any time of day
 2. No need to wait in lines or travel to an outlet
 3. Less likely to lose or damage tickets
 4. Will not result in overpayment (the need for exact fare can cause passengers to pay more for fares if they do not have exact change)
 5. Speeds up boarding time
- For Transit Systems:
 1. No expensive hardware costs that need to be implemented in order to get the technology installed
 2. Provides high customer satisfaction
 3. Reduced ticket printing/delivery costs
 4. Reduced payment fraud
 5. Speeds up boarding time—drivers visually identify active ticket on phone screen.
 6. Quickly and easily scan for valid mobile tickets as rider's board the transit system. Passport's visual inspection method uses QR codes to ensure the highest level of security for your operations. Transit operators can efficiently view riders' dynamic QR code on their mobile device as a secure method of ticket inspection when they board

Disadvantages for passengers may include that this ticketing is not available without a smart phone, and if a phone battery is dead, the ticket is unavailable.

There are numerous mobile ticketing choices with new options on the market regularly. Costs (both up-front capital/design costs and ongoing fees) vary widely between vendors, as do the capabilities of the various systems and the dependability of the vendors. This strategy would only be potentially beneficial if implemented both for Truckee TART and Placer TART. The best option would be for Town, Placer County and Truckee-North Tahoe Transportation Management Association staff to review the various options, identify what is appropriate for the region, and consider a joint procurement. However, if the Town of Truckee implements the free fare alternative, then the mobile ticketing option would not apply.

Downtown Transit Center

The current transit hub at the Truckee Depot is increasingly impacting the operations of public transit serving Truckee. The site is limited to a maximum of three buses at a time, which

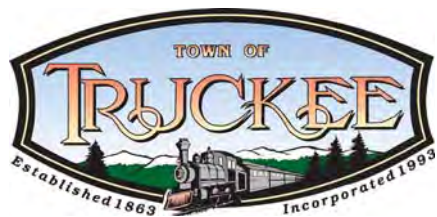
precludes the Placer TART 89 Route and 267 Route buses to be onsite at the same time (which in turn limits the convenience of connections between Truckee TART and Placer TART routes). The central location, while convenient to many destinations, is increasingly impacted by the growth of special events in downtown, such as Truckee Thursdays. At the same time, these special events have resulted in the expansion of shuttle services, adding to the bus capacity issue.

The expansion of the transit program will increase the space required for a transit center beyond the reasonable capacity of the Truckee Train Depot (or another nearby location). Given the options discussed in this document, this could result in the following peak number of buses at one time:

Mainline	1 bus
Glenshire Route	1 bus
Tahoe Donner Route	1 bus
Prosser/Sierra Meadows Route	1 bus
SR 89 Placer TART Route	1 bus
SR 267 Placer TART Route	<u>1 bus</u>
Total	6 buses

In addition, at least one space would be needed for intercity (Greyhound, Amtrak Thruway, Reno Commuter, etc.) buses. Accommodating seven buses at the Depot would require reconfiguration of existing driveways and parking areas (such as use of the existing parking area west of the Depot building for transit) that would result in a substantial loss of parking and other impacts that would be an overall detriment to downtown. A review of potential options identified that the preferred location of a new transit center would be within the Railyard project. This is based on the following key factors:

- **Convenient walking distance to transit generators** -- As the Transit Center is the single most accessible point on the local and regional transit network, it is important that it be convenient to as many destinations as possible. While passengers could potentially transfer to another route to reach destinations in downtown from a remote location, the need to transfer reduces the overall convenience of using public transit. A Railyard site would be within a few hundred yard walk of existing Commercial Row, as well as a convenient walk to the Community Arts Center and the future Railyard land uses.
- **Impact on transit operations** – It is important to avoid significant increases in transit operating costs as a result of out-of-direction travel, or increases in running time that impacts the ability to provide convenient schedules. The Railyard site would have only minimal impacts on these factors.

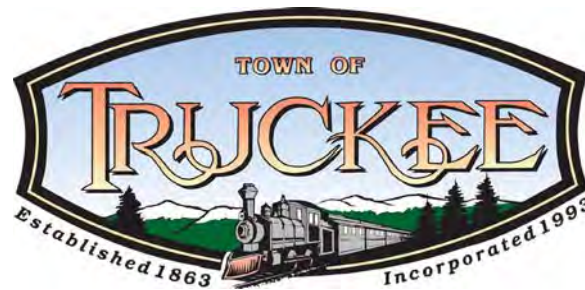


TRUCKEE TRANSIT CENTER RELOCATION FEASIBILITY STUDY

Prepared August, 2020

Truckee Transit Center Relocation Feasibility Study

Report Prepared For:



Report Prepared By:



DESIGNWORKSHOP



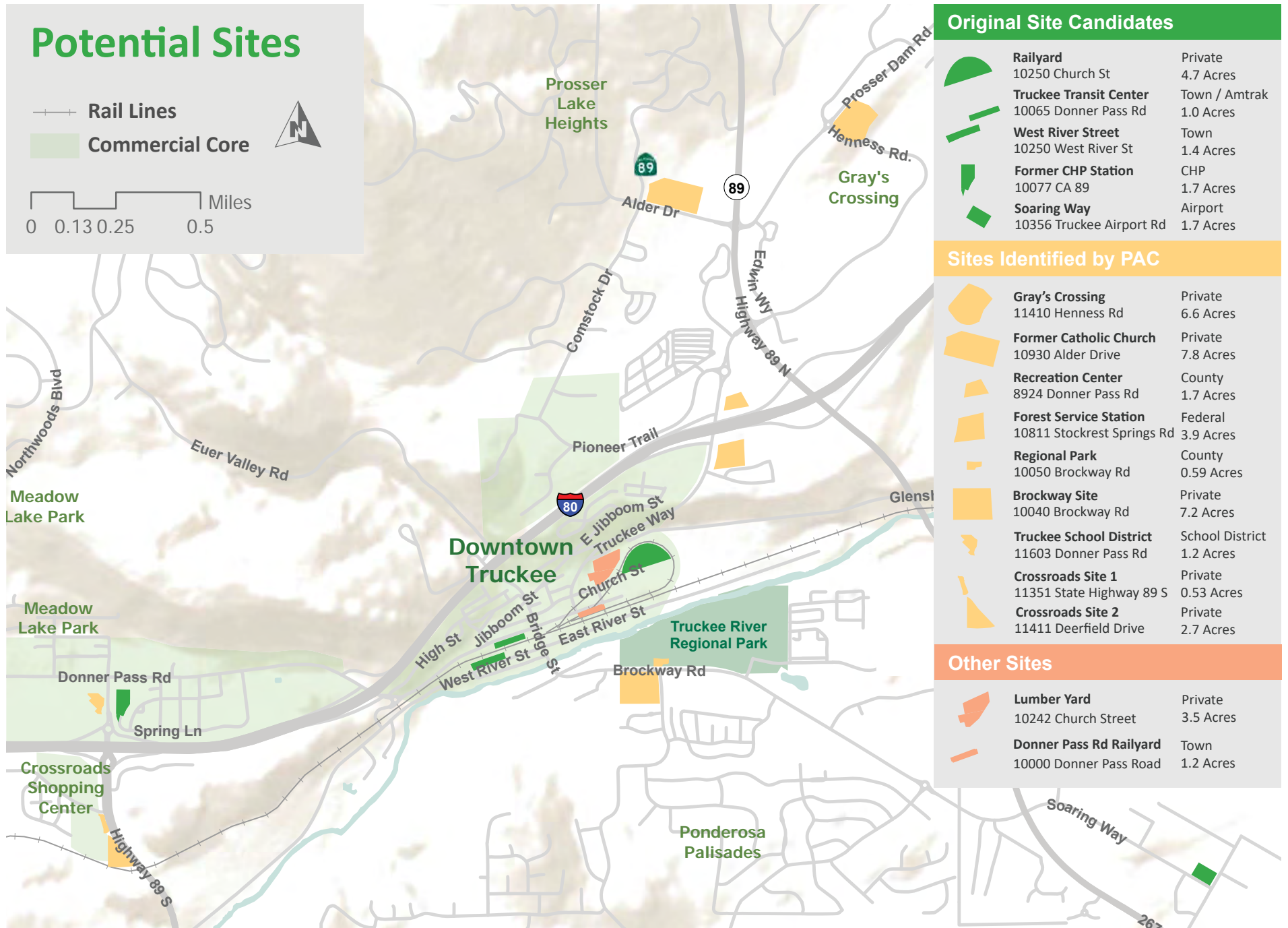


Figure 5.1: Map of all Sites Considered

5.2.2 Truckee Railyard North Balloon

The 0.91 acre Truckee Railyard North Balloon (North Balloon) site is located in the northern balloon track area of the Truckee Railyard Master Plan. The Truckee Railyard is an approximately 75-acre site just east of downtown Truckee, formerly owned by Union Pacific Railroad. The property is being developed for mixed-use commercial, residential, and industrial uses, as described in Section 1.3.3. The proposed Truckee Railyard North Balloon transit center location was set aside in the 2017 Railyard Development Agreement for community/civic uses.

The proposed conceptual transit center design for the North Balloon site shown in Figure 5.5 includes capacity for up to eight buses. The North Balloon concept design does not include designated parking for the Transit Center. Rather, transit users who drive to the Transit Center would park in the adjacent parking areas constructed to serve surrounding retail and office space associated with the Railyard Project some of which may be included in the Truckee Paid Parking District.

The Truckee Railyard is an ideal location for the Transit Center because of its potential to improve traffic circulation and preserve transit users' access to downtown. The relocation of transit services to the North Balloon site would reduce the number of buses and personal vehicles traveling on Donner Pass Road to and from the existing Depot site, thus alleviating traffic congestion in downtown Truckee. Amtrak Passenger Rail, Amtrak Thruway Bus, and Greyhound would stay at the Depot with regular routes from the North Balloon Track site to the existing Depot. Traffic circulation issues are discussed in detail in Chapter 3.

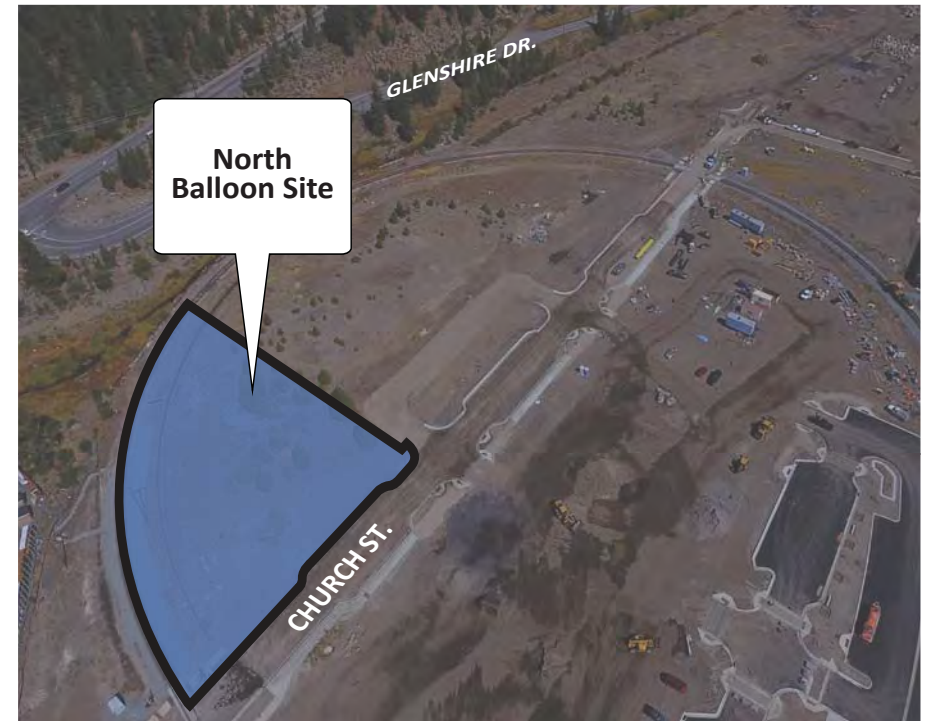


Figure 5.5: North Balloon Site Location

SITE HIGHLIGHTS

PROPOSED BUS CAPACITY: 8

PARKING COUNT: UTILIZE PLANNED
PARKING WITHIN THE DISTRICT TO ALSO
SERVE THE PROPOSED TRANSIT CENTER

SIZE: 0.91 ACRES



Availability

Currently, 40,000 square feet of the northern balloon site at the railyard is available for “community/civic” uses per the Railyard Development Agreement dated July 11, 2017. Additionally, \$1,000,000 in mitigation funds is available for use for the construction of a transit center at this site. It’s possible that \$500,000 of this will go toward the Sustainable Transportation Infrastructure walkways and greening improvements on West River Street identified in the 2018 MOU between Neighborhood Partners, Inc. and the Town of Truckee.

Current and Future Capacity

The proposed transit center design for the North Balloon site includes capacity for up to eight buses. This meets the requirements identified in the Transit Operations Analysis for this project dated 1/7/19 which identifies the needs to the horizon year 2040.

Land Use Compatibility

Surrounding land uses include commercial (retail and office) space associated with the Railyard Project and is zoned DMP (Development Master Plan). The site can be accessed from downtown Truckee along Donner Pass Road via newly installed pedestrian facilities associated with the Railyard Parking Area, constructed in 2018. The Transit Center should be strategically integrated into the commercial Railyard development.

Parking Evaluation

Passenger/Employee

The conceptual design which uses approximately 0.91 acres does not include designated parking for the Transit Center but plans to utilize parking within the district to also serve the proposed transit center.

Impacts to Other Parking

Due to the early development stages, there is no current parking that would be displaced by the development of the Transit Center at this location. Development of the site might alleviate parking congestion at the current Depot site.

Transit Route Impacts

This location is approximately a half mile east of the existing site and is located just off Donner Pass Road, the main entry and exit point into downtown.

Amtrak Thruway Bus/Greyhound

The Amtrak/Greyhound bus service is recommended to stay in the current location at the Depot site. Impact – Zero

North Lake Tahoe Express (NLTE)

The North Balloon Track location should not have a significant impact on the NLTE route. The buses, both directions of travel, already pass within one-quarter mile of this location. Assuming that there are no significant traffic light, roundabout, or roadway geometry issues within the development, there should be no appreciable impact on the NLTE route and no change in NLTE operating costs or running times. Impact – Zero

Placer TART

Both Routes 89 and 267 currently have their terminal points at the Depot. Moving the terminal point from the Depot to the North Balloon Track will add approximately one mile to each roundtrip and approximately four minutes of additional roundtrip running time. This running time estimate assumes that buses will be able to easily travel the roads within the new development. If the roads are slow (e.g., if they are structured along the lines of significant road diets) then the roundtrip running time could increase by as much as an additional two minutes.

For now, we will assume that the two routes will be able to move their terminal points to the North Balloon Track with no significant impact on roundtrip cycle times or operating costs. Why? Because each route currently has a large amount of layover and recovery time at the Depot. Route 89 has 20 minutes and Route 267 has 10 minutes. Some of this layover/recovery could be used to cover the extra distance to a new terminal at the North Balloon Track

Impact – Zero to Minor



Truckee Thursdays/Holiday Shuttles

There will be no impact on this service as these routes are intended solely to bring people from the neighborhoods into downtown for a seasonal event. These routes do not need to be modified or moved to have a pulsed/timed connection at the North Balloon Track site. Impact – Zero

Truckee TART

The 2017 Truckee Long Range Transit Plan assumes that a pulse system will be used for the proposed five-route local network. Four of the five proposed routes will be driving very near the North Balloon Track via Donner Pass Road. For those four routes, deviating off Donner Pass Road into the North Balloon Track to serve a timed transfer center shouldn't have much of an impact on operations or roundtrip running times as the additional roundtrip distance added to each route should be less than a half mile. Given that the proposed routes will operate on hourly headways, and that they will have layover and recovery time scheduled for each trip at a transit center, there should not be a problem moving the transit center to the North Balloon Track. Layover and recovery can be modified to accommodate the slightly shorter and/or longer trips for the four routes.

The Tahoe Donner Route might have an issue as it will now be stretched further east for approximately one additional mile per roundtrip. It is difficult to know how much of an impact this could be without actually having an existing route design and schedule to review. However, it is possible the impacts of a longer route can be made negligible depending upon how Truckee TART might choose to interline routes. Moving to the North Balloon Track is unlikely to create any operational issues for Truckee TART that cannot be addressed via operational tweaks. Impact – Zero to Minor.

Overall Operational Impact – Zero to Minor

General Circulation Impacts

Relocating the majority of transit services to the North Balloon Track site would reduce the number of buses and personal vehicles traveling on Donner Pass Road in Downtown Truckee to and from

the existing Depot site. Diverting transit vehicles and cars to the North Balloon Track could reduce traffic congestion on Donner Pass Road between Spring Street and Bridge Street.

Relocation of the transit center to the North Balloon Track would bring buses and personal vehicles into the Railyard, potentially increasing traffic along Church Street and the eastern extension of Donner Pass Road. Additionally, transit center users may park outside of the new transit center and cause parking impacts in nearby areas.

Accessibility

The North Balloon Track site is located approximately 0.5 miles from the existing transit Depot and the surrounding Downtown Truckee businesses and will add a significant walking distance for potential users although TART will maintain a bus stop in Historic Downtown Truckee.



6.4 Conclusion

Based upon the analyses and the conceptual design studies conducted as part of this Study, along with the input received from stakeholders, PAC members and the general public, the Railyard North Balloon site has been determined to be the best candidate for developing a new Transit Center in Truckee. The improved transit center will help fulfill the vision of downtown Truckee and the Railyard Master plan, along with reinforcing its role as a vibrant local and regional transit hub.



California Department of Transportation

2020

State of Good Repair Program Guidelines

August 2020

2. Eligible Projects

State of Good Repair funds are made available for capital projects that maintain the public transit system in a state of good repair. PUC Section 99212.1 (c) lists the projects eligible for State of Good Repair funding, which are:

- Transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation and/or modernization of the existing vehicles or facilities.
- The design, acquisition, and construction of new vehicles or facilities that improve existing transit services.
- Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

Examples include, but are not limited to, the following:

- Replacement or rehabilitation of:
 - Rolling stock
 - Passenger stations and terminals
 - Security equipment and systems
 - Maintenance facilities and equipment
 - Ferry vessels
 - Rail
- Transit Preventative Maintenance
 - Preventative maintenance is only to maintain existing infrastructure and vehicles in a state of good repair, essentially repair and rehabilitation. Normal maintenance such as oil changes and other regularly scheduled vehicle maintenance are to be covered under normal operating costs and are not eligible for State of Good Repair funding.
 - Public and Staff Safety
- New transit facilities or equipment needed to maintain existing transit service(s)

To the extent possible and cost effective, and where feasible, the State of Good Repair Program encourages eligible recipients to promote "fix-it-first" transit capital projects that reduce greenhouse gases and help achieve the state's environmental goals. Examples of such projects may include replacement of vehicles with partial and/or zero emission vehicles, green technology equipment enhancements, or transit facility upgrades to improve energy efficiency.

Caltrans may approve other appropriate replacement and rehabilitation projects not listed here. Projects that solely expand capacity or service are not eligible projects. However, the expansion of capacity within a replacement project to address current or projected short-term service needs--replacing a maintenance facility with a larger facility or replacing a bus with a larger bus -are eligible.



BETTY T. YEE
California State Controller

January 28, 2021

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

SUBJECT: Fiscal Year 2021-22 State of Good Repair Program Allocation Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for fiscal year (FY) 2021-22 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the 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 Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to the State Controller's Office (SCO) pursuant to PUC section 99243.

According to the FY 2021-22 proposed California Budget, the estimated amount of SGR program funds budgeted is \$117,489,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates that the first quarter's allocation to eligible agencies will be paid by November 30, 2021. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information about this schedule. Information for the SGR program can be found on the DOT website at: <https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair>.

Sincerely,

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM
ESTIMATED AVAILABLE AMOUNT SUMMARY
JANUARY 28, 2021

Regional Entity	Estimated Available 2021-22 Amount Based on PUC 99313 Allocation	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation	Total Estimated Available 2021-22 Amount Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	\$ 11,503,725.00	\$ 31,477,988.00	\$ 42,981,713.00
Sacramento Area Council of Governments	2,889,328.00	1,018,082.00	3,907,410.00
San Diego Association of Governments	1,429,959.00	349,924.00	1,779,883.00
San Diego Metropolitan Transit System	3,506,932.00	1,440,702.00	4,947,634.00
Tahoe Regional Planning Agency	158,662.00	9,283.00	167,945.00
Alpine County Transportation Commission	1,687.00	132.00	1,819.00
Amador County Transportation Commission	55,633.00	2,105.00	57,738.00
Butte County Association of Governments	310,522.00	16,747.00	327,269.00
Calaveras County Local Transportation Commission	66,482.00	819.00	67,301.00
Colusa County Local Transportation Commission	32,341.00	1,453.00	33,794.00
Del Norte County Local Transportation Commission	40,309.00	2,109.00	42,418.00
El Dorado County Local Transportation Commission	255,622.00	17,845.00	273,467.00
Fresno County Council of Governments	1,511,119.00	274,689.00	1,785,808.00
Glenn County Local Transportation Commission	43,413.00	1,228.00	44,641.00
Humboldt County Association of Governments	196,837.00	33,789.00	230,626.00
Imperial County Transportation Commission	278,753.00	25,608.00	304,361.00
Inyo County Local Transportation Commission	27,442.00	0.00	27,442.00
Kern Council of Governments	1,354,884.00	83,467.00	1,438,351.00
Kings County Association of Governments	226,822.00	9,132.00	235,954.00
Lake County/City Council of Governments	94,563.00	5,144.00	99,707.00
Lassen County Local Transportation Commission	42,576.00	1,927.00	44,503.00
Los Angeles County Metropolitan Transportation Authority	15,021,664.00	19,459,001.00	34,480,665.00
Madera County Local Transportation Commission	233,524.00	7,854.00	241,378.00
Mariposa County Local Transportation Commission	26,679.00	753.00	27,432.00
Mendocino Council of Governments	129,864.00	9,876.00	139,740.00
Merced County Association of Governments	418,655.00	20,461.00	439,116.00
Modoc County Local Transportation Commission	14,132.00	1,110.00	15,242.00
Mono County Local Transportation Commission	19,882.00	29,125.00	49,007.00
Transportation Agency for Monterey County	651,404.00	202,511.00	853,915.00
Nevada County Local Transportation Commission	144,878.00	7,138.00	152,016.00
Orange County Transportation Authority	4,716,840.00	1,699,424.00	6,416,264.00
Placer County Transportation Planning Agency	467,171.00	68,143.00	535,314.00
Plumas County Local Transportation Commission	26,963.00	4,404.00	31,367.00
Riverside County Transportation Commission	3,606,374.00	597,994.00	4,204,368.00
Council of San Benito County Governments	92,072.00	1,561.00	93,633.00
San Bernardino County Transportation Authority	3,219,842.00	693,511.00	3,913,353.00
San Joaquin Council of Governments	1,142,367.00	266,140.00	1,408,507.00
San Luis Obispo Area Council of Governments	409,408.00	28,929.00	438,337.00
Santa Barbara County Association of Governments	667,200.00	168,359.00	835,559.00
Santa Cruz County Transportation Commission	400,510.00	359,756.00	760,266.00
Shasta Regional Transportation Agency	262,906.00	14,003.00	276,909.00
Sierra County Local Transportation Commission	4,728.00	183.00	4,911.00
Siskiyou County Local Transportation Commission	65,652.00	2,798.00	68,450.00
Stanislaus Council of Governments	823,529.00	46,798.00	870,327.00
Tehama County Transportation Commission	96,171.00	2,007.00	98,178.00
Trinity County Transportation Commission	20,006.00	786.00	20,792.00
Tulare County Association of Governments	708,747.00	75,370.00	784,117.00
Tuolumne County Transportation Council	81,092.00	2,096.00	83,188.00
Ventura County Transportation Commission	1,244,629.00	202,236.00	1,446,865.00
State Totals	\$ 58,744,500.00	\$ 58,744,500.00	\$ 117,489,000.00

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	29,125.00
Transportation Agency for Monterey County Monterey-Salinas Transit	19,637,486	202,511.00
Nevada County Local Transportation Commission County of Nevada	369,077	3,806.00
City of Truckee	323,083	3,332.00
Regional Entity Totals	692,160	7,138.00
Orange County Transportation Authority City of Laguna Beach	1,910,271	19,700.00
Orange County Transportation Authority	110,748,483	1,142,091.00
Regional Entity Subtotals	112,658,754	1,161,791.00
Orange County Transportation Authority - Corresponding to SCRRA***	NA	537,633.00
Regional Entity Totals	112,658,754	1,699,424.00
Placer County Transportation Planning Agency City of Auburn	21,830	225.00
County of Placer	5,410,141	55,792.00
City of Roseville	1,175,827	12,126.00
Regional Entity Totals	6,607,798	68,143.00
Plumas County Local Transportation Commission County of Plumas	346,829	3,577.00
County Service Area 12 - Specialized Service	80,198	827.00
Regional Entity Totals	427,027	4,404.00
Riverside County Transportation Commission City of Banning	208,349	2,149.00
City of Beaumont	318,557	3,285.00
City of Corona	426,555	4,399.00
Palo Verde Valley Transit Agency	175,762	1,813.00
City of Riverside - Specialized Service	493,635	5,091.00
Riverside Transit Agency	18,329,390	189,022.00
Sunline Transit Agency	11,506,078	118,656.00
Regional Entity Subtotals	31,458,326	324,415.00
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	273,579.00
Regional Entity Totals	31,458,326	597,994.00
Council of San Benito County Governments San Benito County Local Transportation Authority	151,384	1,561.00

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

SUBRECIPIENT AGREEMENT
BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION
AND
THE TOWN OF TRUCKEE
FOR FY 2021-22 STATE OF GOOD REPAIR FUNDS

THIS SUBRECIPIENT AGREEMENT ("Agreement") is entered into effective July 21, 2021, by and between the Nevada County Transportation Commission ("NCTC") and the Town of Truckee, California ("SGR Subrecipient").

WHEREAS, NCTC has been awarded certain State of Good Repair ("SGR") funds administered through the California Department of Transportation ("Caltrans"), to implement and support capital projects that maintain the public transit system in a state of good repair; and

WHEREAS, SGR Subrecipient is eligible to receive SGR funds as a public body corporate and politic of the State of California; and

WHEREAS, NCTC shall perform contract management and oversight of SGR funds distributed to SGR Subrecipient.

NOW, THEREFORE, in consideration of the promises and covenants herein, the parties agree as follows:

1. Certifications and Assurances: SGR Subrecipient agrees to comply with the SGR Recipient Certifications and Assurances.
2. Deposit Account: SGR Subrecipient shall establish a special account for the purpose of depositing therein all payments received from NCTC pursuant to this Agreement. The special account shall be in accordance with State of Good Repair Program Guidelines issued by Caltrans and the Recipient Certifications and Assurances.
3. Third Party Contracting Requirements:
 - a. SGR Subrecipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed.
 - b. Any subcontract or agreement entered into as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

- c. Pre-award requirements of third-party contractors or consultants shall be consistent with Local Assistance Program requirements published by Caltrans.
4. Accounting: SGR Subrecipient shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system, including contractors and all subcontractors, shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
5. Audit: SGR Subrecipient, contractors, and subcontractors shall maintain and make available for inspection all books, documents, accounting records, and other evidence pertaining to the performance of contracts utilizing SGR funds, including, but not limited to, the costs of administering such contracts. The SGR Subrecipient shall make such materials available at their offices at all reasonable times for three years from the date of final payment of funds. NCTC, Caltrans, the California State Auditor, or any duly authorized representative of the State of California, shall each have access to all books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and shall be furnished copies of the same if requested.
6. Project Completion: SGR Subrecipient agrees to provide to NCTC a report summarizing total project costs and milestones for each project using SGR funds within sixty (60) days of project completion.
7. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
8. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the SGR Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
9. Litigation: SGR Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
10. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

11. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
12. 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.
13. 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.
14. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

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

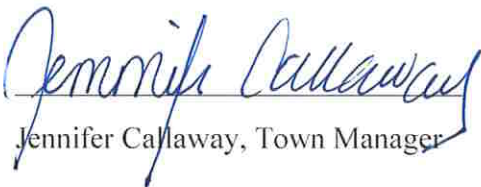
NEVADA COUNTY TRANSPORTATION COMMISSION

APPROVED

By Mike Woodman at 8:36 am, Jun 16, 2021

Mike Woodman, Executive Director

TOWN OF TRUCKEE


Jennifer Callaway, Town Manager

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



MICHAEL WOODMAN, Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.1

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Mike Woodman, Executive Director 

SUBJECT: Local Participation Subrecipient Agreements with Nevada County, the Cities of Grass Valley and Nevada City, and the Town of Truckee, Resolution 21-14

DATE: July 21, 2021

RECOMMENDATION: Adopt Resolution 21-14 approving the Local Participation Subrecipient Agreements between Nevada County Transportation Commission and Nevada County, the Cities of Grass Valley and Nevada City, and the Town of Truckee.

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

attachments

**RESOLUTION 21-14
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

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

WHEREAS, the Nevada County Transportation Commission (NCTC), through the adoption of Resolution 21-12 approved the FY 2021/22 Overall Work Program (OWP); and

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

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

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

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 21, 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

**FY 2021/22 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
NEVADA COUNTY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION PLANNING
PROCESS DURING FISCAL YEAR 2021/22

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2021**, by and between **NEVADA COUNTY** (“Subrecipient”), and the **NEVADA COUNTY TRANSPORTATION COMMISSION** (“NCTC”), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds administered through the California Department of Transportation (“Caltrans”), to implement and support regional transportation planning activities; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure, consistent with NCTC’s adopted Overall Work Program, and to participate in the regional planning process; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of NCTC’s reimbursement to Subrecipient for Subrecipient’s services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work:** Subrecipient will participate in the activities identified in “Exhibit A”, attached hereto and incorporated herein by this reference (hereinafter “Project”). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11 and is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
2. **Time of Performance:**
 - a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient’s Project Manager will provide an immediate written request for

approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **June 30, 2022** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. **Compliance with Laws:** Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
4. **Funding Amount:** Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to **Seventeen Thousand Five Hundred Dollars (\$17,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$17,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
5. **Reporting and Payment:**
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

- e. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
 - f. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local, and Indian Tribal Governments”; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
 - g. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(e) through 5(g) above.
6. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.
7. Termination:
- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
 - b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15.

NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).

8. Assignment: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
11. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
12. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
 - a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
- 13. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
- 14. Audit, Retention and Inspection of Records:
 - a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
- 15. Project Managers: NCTC’s Project Manager for this Agreement is **Mike Woodman**, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC’s Project Manager at the following address:

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959
Telephone: (530) 265-3202

Subrecipient's Project Manager for this Agreement is **Trisha Tillotson**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Trisha Tillotson, Director of Public Works
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, California 95959
Telephone: (530) 265-7059

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
18. Litigation: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of

age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.
22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the NCTC DBE Information Form so that NCTC may compile statistics for federal reporting purposes. The NCTC DBE Information Form is attached hereto as “Exhibit B” and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as NCTC deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

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

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.
 - d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
 - (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient's Project Manager written documentation indicating the DBE's existing certification status.
 - f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
 - g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
- 26. Non-Liability of NCTC: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
 - 27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
 - 28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
 - 29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
 - 30. Integration: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
37. Ambiguities: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 Fed. Reg. 55670 - 55671, September 14, 2010].
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and

176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

for the Project before the end of its useful life Subrecipient may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

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

NEVADA COUNTY

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ANDREW BURTON
CHAIR

APPROVED AS TO FORM:



SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2021/22

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$17,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.													
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Utilize techniques that assist in community-based development of innovative regional transportation and land use alternatives to improve community livability, long-term economic stability and sustainable development.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in the review and update of the multiyear congestion mitigation air quality (CMAC) project listing.		T	T	T	T	T	T	T	T	T	T	T	T
Review and comment on performance-based regional transportation plan documents and reports.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in planning and development of capital improvement programs that will be integrated into the Regional Transportation Improvement Program.		T	T	T	T	T	T	T	T	T	T	T	T
Use partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system.		T	T	T	T	T	T	T	T	T	T	T	T
Conduct planning activities (including corridor studies, and other transportation planning studies) to identify and develop candidate projects for the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).		T	T	T	T	T	T	T	T	T	T	T	T
Preserve existing transportation facilities, planning ways to meet transportation needs by using existing transportation facilities more efficiently, with owners and operators of transportation facilities/systems working together to develop operational objectives and plans which maximize utilization of existing facilities.		T	T	T	T	T	T	T	T	T	T	T	T
TOTAL BUDGET	\$17,500												

T = Month when activity may occur

**FY 2021/22 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF GRASS VALLEY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION
PLANNING PROCESS DURING FISCAL YEAR 2021/22

THIS SUBRECIPIENT AGREEMENT is made and entered into effective July 1, 2021, by and between the CITY OF GRASS VALLEY (“Subrecipient”), and the **NEVADA COUNTY TRANSPORTATION COMMISSION** (“NCTC”), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds administered through the California Department of Transportation (“Caltrans”), to implement and support regional transportation planning activities; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure, consistent with NCTC’s adopted Overall Work Program, and to participate in the regional planning process; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of NCTC’s reimbursement to Subrecipient for Subrecipient’s services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work: Subrecipient will participate in the activities identified in “Exhibit A”, attached hereto and incorporated herein by this reference (hereinafter “Project”). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11 and is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
2. Time of Performance:
 - a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient’s Project Manager will provide an immediate written request for

approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **June 30, 2022** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. Compliance with Laws: Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
4. Funding Amount: Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to exceed **Seven Thousand Five Hundred Dollars (\$7,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$7,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
5. Reporting and Payment:
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

- e. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
 - f. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local, and Indian Tribal Governments”; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
 - g. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(e) through 5(g) above.
6. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.
7. Termination:
- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
 - b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15.

NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).

8. Assignment: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
11. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
12. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
 - a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
- 13. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
- 14. Audit, Retention and Inspection of Records:
 - a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
- 15. Project Managers: NCTC’s Project Manager for this Agreement is **Mike Woodman**, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC’s Project Manager at the following address:

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959
Telephone: (530) 265-3202

Subrecipient's Project Manager for this Agreement is **Biorn Jones**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Bjorn Jones, Assistant City Engineer
City of Grass Valley
125 E. Main Street
Grass Valley, California 95945
Telephone: (530) 274-4353

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
18. Litigation: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of

age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.
22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the NCTC DBE Information Form so that NCTC may compile statistics for federal reporting purposes. The NCTC DBE Information Form is attached hereto as “Exhibit B” and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as NCTC deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

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

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient's Project Manager written documentation indicating the DBE's existing certification status.
 - f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
 - g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
- 26. Non-Liability of NCTC: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
 - 27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
 - 28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
 - 29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
 - 30. Integration: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
37. Ambiguities: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 *Fed. Reg.* 55670 - 55671, September 14, 2010].
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and

176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

for the Project before the end of its useful life Subrecipient may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

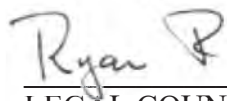
IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

CITY OF GRASS VALLEY



Signature

APPROVED AS TO FORM:



LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ANDREW BURTON
CHAIR

APPROVED AS TO FORM:



SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2021/22

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$7,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Utilize techniques that assist in community-based development of innovative regional transportation and land use alternatives to improve community livability, long-term economic stability and sustainable development.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in the review and update of the multiyear Congestion Mitigation Air Quality (CMAQ) project listing.		T	T	T	T	T	T	T	T	T	T	T	T
Review and comment on performance-based regional transportation plan documents and reports.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in planning and development of capital improvement programs that will be integrated into the Regional Transportation Improvement Program.		T	T	T	T	T	T	T	T	T	T	T	T
Use partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system.		T	T	T	T	T	T	T	T	T	T	T	T
Conduct planning activities (including corridor studies, and other transportation planning studies) to identify and develop candidate projects for the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).		T	T	T	T	T	T	T	T	T	T	T	T
Preserve existing transportation facilities, planning ways to meet transportation needs by using existing transportation facilities more efficiently, with owners and operators of transportation facilities/systems working together to develop operational objectives and plans which maximize utilization of existing facilities.		T	T	T	T	T	T	T	T	T	T	T	T
TOTAL BUDGET	\$7,500												

T = Month when activity may occur

**FY 2021/22 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF NEVADA CITY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION
PLANNING PROCESS DURING FISCAL YEAR 2021/22

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2021**, by and between the **CITY OF NEVADA CITY** (“Subrecipient”), and the **NEVADA COUNTY TRANSPORTATION COMMISSION** (“NCTC”), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds administered through the California Department of Transportation (“Caltrans”), to implement and support regional transportation planning activities; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure, consistent with NCTC’s adopted Overall Work Program, and to participate in the regional planning process; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of NCTC’s reimbursement to Subrecipient for Subrecipient’s services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work:** Subrecipient will participate in the activities identified in “Exhibit A”, attached hereto and incorporated herein by this reference (hereinafter “Project”). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11 and is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
2. **Time of Performance:**
 - a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient’s Project Manager will provide an immediate written request for

approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **June 30, 2022** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. **Compliance with Laws:** Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
4. **Funding Amount:** Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to exceed **Seven Thousand Five Hundred Dollars (\$7,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$7,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
5. **Reporting and Payment:**
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

- e. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
 - f. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local, and Indian Tribal Governments”; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
 - g. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(e) through 5(g) above.
6. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.
7. Termination:
- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
 - b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15.

NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).

8. Assignment: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
11. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
12. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
 - a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
- 13. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
- 14. Audit, Retention and Inspection of Records:
 - a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
- 15. Project Managers: NCTC’s Project Manager for this Agreement is **Mike Woodman**, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC’s Project Manager at the following address:

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959
Telephone: (530) 265-3202

Subrecipient's Project Manager for this Agreement is **Bryan McAlister**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Bryan McAlister, City Engineer
City of Nevada City
317 W. Broad Street
Nevada City, California 95959
Telephone: (530) 265-2496

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
18. Litigation: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of

age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.
22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the NCTC DBE Information Form so that NCTC may compile statistics for federal reporting purposes. The NCTC DBE Information Form is attached hereto as “Exhibit B” and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as NCTC deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

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

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.
 - d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
 - (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient's Project Manager written documentation indicating the DBE's existing certification status.
 - f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
 - g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
26. Non-Liability of NCTC: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
 27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
 28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
 29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
 30. Integration: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
37. Ambiguities: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 Fed. Reg. 55670 - 55671, September 14, 2010].
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and

176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

for the Project before the end of its useful life Subrecipient may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

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

CITY OF NEVADA CITY

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ANDREW BURTON
CHAIR

APPROVED AS TO FORM:



SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2021/22

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$7,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Utilize techniques that assist in community-based development of innovative regional transportation and land use alternatives to improve community livability, long-term economic stability and sustainable development.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in the review and update of the multiyear Congestion Mitigation Air Quality (CMAQ) project listing.		T	T	T	T	T	T	T	T	T	T	T	T
Review and comment on performance-based regional transportation plan documents and reports.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in planning and development of capital improvement programs that will be integrated into the Regional Transportation Improvement Program.		T	T	T	T	T	T	T	T	T	T	T	T
Use partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system.		T	T	T	T	T	T	T	T	T	T	T	T
Conduct planning activities (including corridor studies, and other transportation planning studies) to identify and develop candidate projects for the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).		T	T	T	T	T	T	T	T	T	T	T	T
Preserve existing transportation facilities, planning ways to meet transportation needs by using existing transportation facilities more efficiently, with owners and operators of transportation facilities/systems working together to develop operational objectives and plans which maximize utilization of existing facilities.		T	T	T	T	T	T	T	T	T	T	T	T
TOTAL BUDGET	\$7,500												

T = Month when activity may occur

**FY 2021/22 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
THE TOWN OF TRUCKEE**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION
PLANNING PROCESS DURING FISCAL YEAR 2021/22

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2021**, by and between the **TOWN OF TRUCKEE** (“Subrecipient”), and the **NEVADA COUNTY TRANSPORTATION COMMISSION** (“NCTC”), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds administered through the California Department of Transportation (“Caltrans”), to implement and support regional transportation planning activities; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure, consistent with NCTC’s adopted Overall Work Program, and to participate in the regional planning process; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of NCTC’s reimbursement to Subrecipient for Subrecipient’s services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work:** Subrecipient will participate in the activities identified in “Exhibit A”, attached hereto and incorporated herein by this reference (hereinafter “Project”). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11 and is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
2. **Time of Performance:**
 - a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient’s Project Manager will provide an immediate written request for

approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **June 30, 2022** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. **Compliance with Laws:** Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
4. **Funding Amount:** Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to **Seven Thousand Five Hundred Dollars (\$7,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$7,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
5. **Reporting and Payment:**
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

- e. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
 - f. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments"; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
 - g. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(e) through 5(g) above.
6. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.
7. Termination:
- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
 - b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15.

NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).

8. Assignment: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
11. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
12. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
 - a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
- 13. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
- 14. Audit, Retention and Inspection of Records:
 - a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
- 15. Project Managers: NCTC’s Project Manager for this Agreement is **Mike Woodman**, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC’s Project Manager at the following address:

Mike Woodman, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, California 95959
Telephone: (530) 265-3202

Subrecipient's Project Manager for this Agreement is **Daniel Wilkins**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

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

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
18. Litigation: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of

age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.
22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the NCTC DBE Information Form so that NCTC may compile statistics for federal reporting purposes. The NCTC DBE Information Form is attached hereto as “Exhibit B” and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as NCTC deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

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

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient's Project Manager written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Subrecipient: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
- g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
- 26. Non-Liability of NCTC: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
- 27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
- 28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
- 29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
- 30. Integration: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
37. Ambiguities: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 Fed. Reg. 55670 - 55671, September 14, 2010].
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and

176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

for the Project before the end of its useful life Subrecipient may either keep the equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

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

TOWN OF TRUCKEE



JEN CALLAWAY
TOWN MANAGER

APPROVED AS TO FORM:



ANDREW MORRIS
TOWN ATTORNEY

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ANDREW BURTON
CHAIR



SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2021/22

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$7,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Utilize techniques that assist in community-based development of innovative regional transportation and land use alternatives to improve community livability, long-term economic stability and sustainable development.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in the review and update of the multiyear Congestion Mitigation Air Quality (CMAQ) project listing.		T	T	T	T	T	T	T	T	T	T	T	T
Review and comment on performance-based regional transportation plan documents and reports.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in planning and development of capital improvement programs that will be integrated into the Regional Transportation Improvement Program.		T	T	T	T	T	T	T	T	T	T	T	T
Use partners to identify policies, strategies, programs and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system.		T	T	T	T	T	T	T	T	T	T	T	T
Conduct planning activities (including corridor studies, and other transportation planning studies) to identify and develop candidate projects for the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).		T	T	T	T	T	T	T	T	T	T	T	T
Preserve existing transportation facilities, planning ways to meet transportation needs by using existing transportation facilities more efficiently, with owners and operators of transportation facilities/systems working together to develop operational objectives and plans which maximize utilization of existing facilities.		T	T	T	T	T	T	T	T	T	T	T	T
TOTAL BUDGET	\$7,500												

T = Month when activity may occur

**RESOLUTION 21-15
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO NEVADA COUNTY FOR
TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2021/22**

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

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit/Paratransit Operations STA 99314	6730(a)	\$5,076,575	\$17,795
Transit/Paratransit Operations LTF	99260(a)		\$2,183,580
Transit/Paratransit Operations CTS	99275(a)		\$151,884
TOTAL			\$2,353,259

WHEREAS, the STA estimated revenue under Public Utilities Code (PUC) Section 99314 for FY 2020/21 available for allocation to Nevada County is \$17,795; and

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

WHEREAS, Nevada County is eligible to receive an allocation of STA funds under PUC Section 99313 in the amount of \$0, for a total STA allocation of \$17,795; and

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

WHEREAS, the Findings of Apportionment, Resolution 21-04 estimates that \$181,984 of LTF for CTS is available for FY 2021/22 with Nevada County's bid target in the amount of \$151,884; and

WHEREAS, Nevada County has requested an allocation of \$151,884 from the FY 2021/22 CTS apportionment of LTF to support transit/paratransit operations; and

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

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

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

1. The proposed community transit service is responding to a need currently not being met in the community of the claimant.

2. The service shall be integrated with existing transit services, as appropriate.
3. The claimant has prepared an estimate of revenues, operating costs, and patronage.
4. The claimant is not in compliance with fare recovery ratios, however regulatory relief in response to COVID-19 has been granted through FY 2021/22.
5. The claimant is in compliance with Sections 99155 and 99155.5 of the Public Utilities Code; and

WHEREAS, the Revised Findings of Apportionment, Resolution 21-08, adopted by the Nevada County Transportation Commission (NCTC) on May 19, 2021, estimates that for FY 2021/22 there is \$2,320,625.00 of LTF available for allocation to Nevada County under PUC Section 99260; and

WHEREAS, as of June 30, 2021, there are estimated funds remaining from prior year LTF apportionments in the amount of \$759,898.43; however, Nevada County has requested NCTC hold \$38,407.00 to fully fund the six-month operating reserve in the amount of \$2,538,287.50. This leaves an LTF Carryover Balance available to allocate of \$721,491.43; and

WHEREAS, Nevada County has requested an allocation of \$1,462,088.57 of their FY 2021/22 LTF apportionment and \$721,491.43 of LTF Carryover Balance, totaling \$2,183,580.00; and

WHEREAS, in accordance with the California Code of Regulations Section 6649, the sum of the claimant's allocations from LTF and from the STA Fund cannot exceed the claimant's Maximum Transportation Development Act (TDA) Eligibility for FY 2021/22; and

WHEREAS, Nevada County Transportation Commission has determined that Nevada County's Maximum TDA Eligibility for transit/paratransit operations during FY 2021/22 is \$2,915,162.00; and

WHEREAS, the Nevada County combined total LTF and STA claim for FY 2021/22 is \$2,353,259; and

WHEREAS, the City of Grass Valley will claim \$452,602, and the City of Nevada City will claim \$109,301, in addition to Nevada County's claim, for a combined total amount claimed of \$2,915,162 for FY 2021/22, which equals the Maximum TDA Eligibility; and

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

WHEREAS, the level of passenger fares and charges is not sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of PUC Sections 99268.2, 99268.3, 99268.4, 99268.5, and 99268.9, as they may be applicable to the claimant, however regulatory relief in response to COVID-19 has been granted through FY 2021/22; and

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

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public

transportation services, and to meet high-priority regional, countywide, or areawide public transportation needs; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that Nevada County is allocated \$17,795 of STA 99314 Funds as authorized by TDA 6730(a) for support of transit/paratransit operations during FY 2021/22. Payment will be made as monies are available.

BE IT FURTHER RESOLVED, that Nevada County is allocated \$151,884 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2021/22. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that Nevada County is allocated \$2,183,580 of LTF as authorized under PUC Section 99260 (a) for transit/paratransit operations during FY 2021/22. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that full payment of these allocations is contingent upon completion of the FY 2020/21 Fiscal Audit. In the event that Unearned Revenue for FY 2020/21 is identified, NCTC may demand repayment of the amount, or may deduct the amount from the amount the claimant is eligible to receive on this claim. This is in accordance with the California Code of Regulations (CCR) Section 6649.

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

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

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 21, 2021
by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____	Attest: _____
Andrew Burton, Chair	Dale D. Sayles
Nevada County Transportation Commission	Administrative Services Officer

NEVADA COUNTY FY 21/22 Calculation for Maximum TDA Eligibility 7/12/2021

MAXIMUM TDA ELIGIBILITY

1	Operating cost as budgeted	\$	5,076,575.00	Should match Auditor Controller letter
2	Less: Fare revenues anticipated	\$	(122,145.00)	Farebox 98,000 + Paratransit 24,145
3	Less Other revenues anticipated	\$	(77,423.00)	Interest 5009 + Placer 71,714 + Ads 700
4	Less Federal assistance anticipated (5310, 5311, CARES Act Phase 1)	\$	(1,323,788.00)	CARES Act Phase 826,475 +5311 497,313
5	Less Unearned Revenue as of 6/30/2021		(638,057.00)	19/20 Fiscal Audit 638,057-114,479 STA Unearned Revenue
6	Maximum TDA Eligibility	\$	2,915,162.00	

7	What is the 19/20 LTF Unearned Revenue Amount ?		523,578.00	
8	What is the 19/20 STA 99314 Unearned Revenue Amount?	\$	13,402.00	
9	What is the 19/20 STA Unearned Revenue 99313 Amount?	\$	114,479.00	not to be returned
10	What is the 19/20 Audited Total Unearned Revenue Amount?		638,057.00	
Auditor Controller's letter states that the STA 99313 Unearned Revenue				
11	will be returned by June 30, 2021?		No	
12	What amount of 19/20 LTF and STA 993113 Unearned Revenue is budgeted to be spent in 21/22?	\$	638,057.00	
13	What amount of 19/20 STA 99314 is budgeted to be spent in 21/22?	\$	13,402.00	

CALCULATION FOR 6 MONTH OPERATING RESERVE

14	FY 21/22 Estimated 6-Month Operating Reserve	\$	(2,538,287.50)	= Line 1 x 50%
15	FY 20/21 6-month Operating Reserve Held at NCTC reserved for capital purchase = 2,460,653	\$	2,499,880.50	
16	Amount above/(below) FY 20/21 estimated 6-Month Operating Reserve	\$	(38,407.00)	
17	What is the Estimated LTF Cash Carryover for FY 2021 (thru August)		759,898.43	
18	LTF Amount Held Above FY 21/22 Operating Reserve		0.00	if Line 16 is positive enter number here
19	Additional LTF Carryover requested FY 21/22 for Operating reserve	\$	(38,407.00)	
20	Amount of LTF Carryover to be Budgeted FY 21/22		721,491.43	
21	FY 21/22 LTF Apportionment Revised Findings Reso 21-08 5/19/2021	\$	2,320,625.00	
22	FY 21/22 CTS Bid Target March 2021	\$	151,884.00	
23	FY 21/22 LTF & CTS Apportionment budgeted to be spent	\$	2,472,509.00	
24	Is LTF Unearned Revenue, LTF Carryover Balance, and FY 21/22 LTF Apportionment budgeted to be spent and/or held in reserve in FY 21/22?		Yes	STA 99313 is not budgeted for FY 21/22

STA 99313 CALCULATION

Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended				
25	Maximum TDA Eligibility	\$	2,915,162.00	Line 6
26	Nevada County FY 21/22 LTF Apportionment	\$	(2,320,625.00)	Line 21
27	Nevada County LTF Cash Carryover Balance estimate	\$	(721,491.43)	Line 20
28	Grass Valley FY 21/22 LTF Apportionment	\$	(452,602.00)	
29	Nevada City FY 21/22 LTF Apportionment	\$	(109,301.00)	
30	CTS 21/22 Bid Target	\$	(151,884.00)	
31	STA FY 21/22 PUC 99314 State Controller's Office 1/28/21	\$	(17,795.00)	
32	STA FY 21/22 PUC 99313 Claimable Negative = not eligible for 99313	\$	(858,536.43)	

TRANSIT REVENUES VS TDA ELIGIBILITY

33	Nevada County FY 21/22 LTF Apportionment	\$	2,320,625.00	
34	Reduction in Nevada County FY 21/22 LTF Apportionment Claim	\$	(858,536.43)	
35	Nevada County LTF Cash Carryover Balance Claimable		\$721,491.43	
36	Grass Valley FY 21/22 LTF Apportionment		\$452,602.00	
37	Nevada City FY 21/22 LTF Apportionment		\$109,301.00	
38	CTS 21/22 Bid Target		\$151,884.00	
39	STA FY 21/22 PUC 99314	\$	17,795.00	
40	STA FY 21/22 PUC 99313 if Line 33 is negative, = 0		\$0.00	\$ -
41	Revised Maximum TDA Claimable	\$	2,915,162.00	2915162

	Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	
42	Transit/Paratransit Operations STA	6731(b)	\$5,076,575	\$17,795.00	Line 39 + Line 40
43	Transit/Paratransit Operations CTS	99275 (a)		\$151,884.00	Line 38
44	Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$2,183,580.00	Line 33 + Line 34 + Line 35
45	TOTAL			\$2,353,259.00	

**RESOLUTION 21-08
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2021/22

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

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$3,457,700 as the amount available for allocation in FY 2021/22; and

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

WHEREAS, the following figures represent the amount described above:

Estimated LTF Available for FY 2021/22

Sales and Use Tax	\$4,469,241
Interest	\$40,000
Subtotal	<u>\$4,509,241</u>

Anticipated Allocations

Administration and Planning	-\$795,277
Pedestrian and Bicycles	-\$74,279
Community Transit Services	<u>-\$181,984</u>

Total Estimated FY 2021/22 LTF Available for Apportionment	<u>\$3,457,700</u>
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Area apportionments based on population: Population figures from State of California Department of Finance 2021 E-1 Report, May 2021

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	65,414	67.11%	\$2,320,625
Grass Valley	12,758	13.09%	\$452,602
Nevada City	3,081	3.16%	\$109,301
Truckee	16,213	16.63%	\$575,172
TOTAL	97,466	100.00%	\$3,457,700

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

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission finds that the above figures represent area apportionments to be used for FY 2021/22. These apportionments will be used as the basis for allocations throughout FY 2021/22, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

PASSED AND ADOPTED by the Nevada County Transportation Commission on May 19, 2021 by the following vote:

Ayes: Commissioner Arbuckle, Chair Burton, Commissioner Hoek, Commissioner Scofield, Commissioner Zabriskie

Noes: None

Absent: Commissioner Guerra, Commissioner Strawser

Abstain: None



Andrew Burton, Chair
Nevada County Transportation Commission

Attest:



Dale D. Sayles
Administrative Services Officer

State of California COUNTY OF NEVADA

MARCIA L. SALTER – Auditor-Controller

Auditor-Controller
950 Maidu Avenue
Nevada City CA 95959

(530) 265-1244
Fax: (530) 265-9843

Email: auditor.controller@co.nevada.ca.us

July 13, 2021

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

Dear Mr. Woodman:

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

1. The annual budget for the Nevada County Transit Services Division for Fiscal Year 2021-22 appears reasonable and accurate.
2. The budget includes the revenues and expenditures contained in the claim submitted by the Nevada County Department of Public Works, Transit Services Division.
3. The certification by the California Highway Patrol verifying the Transit Service Division's compliance with Section 1808.1 of the Vehicle Code appears reasonable and accurate.
4. The attached documentation depicts the Transit Service Division's revenues and expenditures for Fiscal Year 2020-2021 to date as recorded by the County's financial accounting system.

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

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

Operating costs as budgeted FY 2021-22	\$ 5,076,575
Less: FY 2020-2021 Beginning unearned revenue balance	(638,057)
Fare revenues anticipated in FY 2021-22	(122,145)
Local support per Sec. 6633.2 (ratio of fare revenue to operating costs)	(0)
Federal assistance (5311) anticipated in FY 2021-22	(1,323,788)
Other revenues anticipated in FY 2021-22	<u>(77,423)</u>
Revised maximum TDA eligibility for FY 2021-22	\$ 3,553,219
Capital Purchase costs as budgeted FY 2021-22	\$ 3,361,353
Less: other revenue rolled over from FY 2020-21	(100,000)
Federal grant	<u>(3,261,353)</u>
Maximum eligibility for FY 2021-22	\$ -0-

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

Respectfully,

Marcia Salter
Nevada County Auditor-Controller

Fiscal Year Ending June 2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Amount
4281910037071000	401500	TRANSPORTATION TAX	3,608,247	2,224,932	3,232,058	LTF REVENUE	3,232,058
		<u>SUB-TOTAL CLASS 0</u>	<u>3,608,247</u>	<u>2,224,932</u>	<u>3,232,058</u>		
	430100	INTEREST	5,000	4,148	5,000		
	430200	RENTS & CONCESSIONS	4	4	9		
		<u>SUB-TOTAL CLASS 3</u>	<u>5,004</u>	<u>4,152</u>	<u>5,009</u>		
	440170	ST-TRANSIT ASSISTANCE	605,184	474,636	321,161		
	446390	FED TRANSIT ASST OPERATNG	497,314	1,023,291	1,323,788	FTA GRANT FUNDS SEC 5311 RESO PENDING	497,313
						CARES ACT 5311 FUNDING RESO 21-008	826,475
	446800	FED GRANT CAPITAL	500,000	0	0		
		<u>SUB-TOTAL CLASS 4</u>	<u>1,602,498</u>	<u>1,497,927</u>	<u>1,644,949</u>		
	453200	TRANSIT CONTRACT SERVICES	70,958	70,958	71,714	PLACER CNTY RT 5 CONTRIBUTION	71,714
	453300	TRANSIT FARES	240,000	82,785	98,000	FAREBOX	98,000
	453380	PARATRANSIT FARES	80,000	21,885	24,145	PARATRANSIT FARES	24,145
	458010	MISC CHARGES & FEES	3,200	1,804	700	ON BOARD ADVERTISING	700
		<u>SUB-TOTAL CLASS 5</u>	<u>394,158</u>	<u>177,432</u>	<u>194,559</u>		
		TRANSIT TOTAL (ORG CODE)	5,609,907	3,904,443	5,076,575		
4281910037072000	446800	FED GRANT CAPITAL	0	0	3,261,353	5339 BUS WASH	500,000
						EPA BE BUSES & CHARGE STATIONS	2,460,653
						5310 PARATRANSIT VEHICLE PROCUREMENT	300,700
		<u>SUB-TOTAL CLASS 4</u>	<u>0</u>	<u>0</u>	<u>3,261,353</u>		
		TRANSIT CAPITAL TOTAL (ORG CODE)	0	0	3,261,353		
4282910037071000	430100	INTEREST	20,000	5,338	7,000		
		<u>SUB-TOTAL CLASS 3</u>	<u>20,000</u>	<u>5,338</u>	<u>7,000</u>		
		TRANSIT PROP 1B TOTAL (ORG CODE)	20,000	5,338	7,000		
GRAND TOTAL 91003			5,629,907	3,909,781	8,344,928		

91003

Revenue Budget Detail by Org

Date: 07/12/2021

Fiscal Year Ending June 2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Amount
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Expenditure Budget Detail by Org

Fiscal Year Ending June 2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
4281910037071000	510100	PERMANENT SALARIES	827,343	740,021	831,655		
	510105	OVERTIME	8,960	5,345	5,059		
	510120	LEAVE PAYOFF	0	9,164	0		
	510200	TEMPORARY SALARIES	270,340	149,069	281,260		
	510300	RETIREMENT BENEFITS	394,918	345,135	416,083		
	510301	OPEB - OTHER POST EMP BEN	51,175	48,025	44,080		
	510400	HEALTH INS	144,356	136,377	175,650		
	510401	DENTAL INS	9,408	9,055	10,642		
	510402	VISION INS	1,898	1,828	2,140		
	510403	UNEMPLOYMENT INS	3,121	1,883	3,237		
	510500	WORKER'S COMP INSURANCE	109,536	81,258	121,336		
	510600	OTHER BENEFITS	0	650	650	TELEWORK STIPEND 1 FTE	650
		<u>SUB-TOTAL CLASS 1</u>	<u>1,821,055</u>	<u>1,527,810</u>	<u>1,891,792</u>		
	520200	CLOTHING & PERSONAL	1,500	87	1,500		
	520210	UNIFORM EXPENSES	2,200	1,581	2,200	REBRANDING UNIFORMS	2,200
	520310	TELEPHONE SERVICE	5,680	4,351	2,900	AT&T	830
						VERIZON	740
						CAL NET 3	1,330
	520650	CUSTODIAL SERVICES	2,000	38	0		
	520690	HOUSEHOLD EXPENSE - OTHER	6,000	5,772	5,500	JANITORIAL SUPPLIES PLUS M.U.B AT TINLOY TRANSIT CENTER	3,850
						BUS WASHING SUPPLIES	1,200
						MISC HOUSEHOLD EXPENSE	450
	520700	INSURANCE	100,500	114,789	143,795	CAL TIP (25% EXPECTED INCREASE)	142,951
						GENERAL LIABILITY (JRNL)	844
	520900	MAINTENANCE EQUIPMENT	685,535	406,794	601,419	FLEET MAINT	406,433
						FUEL	170,802

Expenditure Budget Detail by Org

Fiscal Year Ending June 2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
						TIRES	24,184
	520910	MAINTENANCE - FUEL	510	386	600	CA DEPT OF TAX & FEES FUEL TAX QTRLY RETURNS	600
	521000	MAINT BUILDINGS & IMPROVE	5,000	3,390	7,000	NON-PROP 1B BUILDING MAINTENANCE AND IMPROVEMENTS	7,000
	521200	MEMBERSHIPS	620	620	650	CALACT	650
	521410	OFFICE EXPENSE - OTHER	8,000	11,965	6,700	OFFICE SUPPLIES	4,700
						PASS/TRANSFER PRINTING	2,000
	521474	SOFTWARE SUBSCRIPTIONS	34,914	30,255	31,260	SWIFTLY	22,080
						REMIX	9,000
						ZOOM	180
	521475	SOFTWARE MAINTENANCE	0	13,470	14,000	ROUTEMATCH	14,000
	521480	COMPUTERS & RELATED EQUIP	1,335	4,439	2,025	REPLACE DRIVER'S DESK LAPTOP	2,025
	521485	SOLAR ENERGY GEN & SVCS	1,560	996	1,592	SOLAR COSTS	1,592
	521490	CENTRAL SVC - POSTAGE CHG	1,250	683	441	CENTRAL SERV-POSTAGE	441
	521492	CENTRAL SVC - COPIER CHGS	6,000	2,791	2,861		
	521520	PROFESSIONAL SERVICE	1,612,572	1,039,474	1,647,958	RISK MGMT FIRM	25,001
						ST CONTROLLER AUDIT	4,141
						PHYSICALS, SNMH	5,000
						MISC	501
						PARATRANSIT CONTRACT 1.83% CPI INCREASE	1,602,163
						GIS BASE	6,152
						3FOLD CONTRACT REMAINDER ROLL-OVER	5,000
	521600	PUBLICATIONS AND LEGAL	500	0	1,000	PUBLIC HEARING NOTICES	1,000
	521700	RENTS & LEASES-EQUIPMENT	7,500	7,500	7,500	BANNER RADIO SVC AGREEMENT (+3.0% CPI) + PARTS	6,500
						MISC	1,000
	521800	RENT & LEASE-BLD/IMPROVE	33,999	0	0		
	521900	SMALL TOOLS & INSTRUMENTS	800	0	550	BACKPACK VACCUUM	550
	522090	SPEC DEPT EXPENSE - OTHER	100,000	50,000	70,000	REBRANDING/RIDER GUIDES/MARKETING ETC.	70,000
	522271	TRAVEL - TRAINING	6,000	143	6,000	CAL-ACT/CAL-TIP CONFERENCES, STAFF TRAINING	6,000
	522290	OTHER TRANSPORTN & TRAVEL	0	209	0		

Expenditure Budget Detail by Org

Fiscal Year Ending June 2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
	522400	UTILITIES	8,464	1,570	8,537	TINLOY TRANSIT CENTER CITY OF GRASS VALLEY (WATER)	2,546
						TINLOY TRANSIT CENTER PG&E	1,491
						NCOC UTILITIES	4,500
		<u>SUB-TOTAL CLASS 2</u>	<u>2,632,439</u>	<u>1,701,303</u>	<u>2,565,988</u>		
	531150	JUDGEMENTS & DAMAGES	2,500	0	2,500		
	538551	INTERFUND REIMBURSEMENT	336,831	336,831	367,143	A/C AUDIT CHARGES	409
						IS REMOTE	7,101
						20707 CDA ADMIN	307,108
						ON BILL FINANCING	1,295
						30100 DPW ADMIN REIMB	51,230
	538560	INTERFUND SVCS	0	1,986	0		
	538563	HUMAN RESOURCES SVCS	0	459	0		
	538564	IS TELEPHONE SVCS	0	0	2,200		
	538565	IS SVCS	25,106	39,846	23,865	IS NETWORK	23,865
	538566	FACILITIES MGMT SVCS	7,000	10,275	5,000	MISC MAINTENANCE NCOC & TINLOY TRANSFER CENTER	5,000
	538567	IS PROGRAMMER SVCS	1,500	2,457	1,500	ROUTE-MATCH ASST	500
						ZEBRA ASST	500
						APOLLO	500
	539500	COST PLAN SRV A-87	173,330	173,330	216,587		
		<u>SUB-TOTAL CLASS 3</u>	<u>546,267</u>	<u>565,184</u>	<u>618,795</u>		
	540300	BLDG STRUCTURES-IMPROVEMT	500,000	0	0		
	540500	AUTOMOTIVE EQUIPMENT	110,146	110,146	0		
		<u>SUB-TOTAL CLASS 4</u>	<u>610,146</u>	<u>110,146</u>	<u>0</u>		
TRANSIT TOTAL (ORG CODE)			5,609,907	3,904,443	5,076,575		
4281910037072000	540300	BLDG STRUCTURES-IMPROVEMT	0	0	500,000	FTA 5339 BUS WASH PURCHASE/INSTALLATION	170,000
						FTA 5339 BUS WASH OUTSIDE DESIGN	60,000
						FTA 5339 BUS WASH CONSTRUCTION CONTRACTS	240,000
						30104 CAPITALIZED ENGINEERING BUS WASH	10,000
						30104 CAPITALIZED ENGINEERING EPA BE CHARGING STATIONS	20,000

Fiscal Year Ending June 2022

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
	540500	AUTOMOTIVE EQUIPMENT	0	0	2,142,853	EPA BE BUSES	1,842,153
						5310 PARATRANSIT BUSES/VANS	300,700
	540600	OTHER EQUIPMENT	0	0	618,500	EPA BE CHARGING STATIONS	618,500
		<u>SUB-TOTAL CLASS 4</u>	<u>0</u>	<u>0</u>	<u>3,261,353</u>		
TRANSIT CAPITAL TOTAL (ORG CODE)			0	0	3,261,353		
4282910037071000	521000	MAINT BUILDINGS & IMPROVE	5,000	1,218	0		
	522090	SPEC DEPT EXPENSE - OTHER	0	473	0		
		<u>SUB-TOTAL CLASS 2</u>	<u>5,000</u>	<u>1,691</u>	<u>0</u>		
	538560	INTERFUND SVCS	100,671	0	0		
		<u>SUB-TOTAL CLASS 3</u>	<u>100,671</u>	<u>0</u>	<u>0</u>		
	540120	EASEMENTS	0	9,750	0		
	540300	BLDG STRUCTURES-IMPROVEMT	187,518	31,275	100,000	CAPITALIZATION OF BRUNSWICK BUS STOP CONSTRUCTION	100,000
		<u>SUB-TOTAL CLASS 4</u>	<u>187,518</u>	<u>41,025</u>	<u>100,000</u>		
TRANSIT PROP 1B TOTAL (ORG CODE)			293,189	42,716	100,000		
GRAND TOTAL 91003			5,903,096	3,947,159	8,437,928		

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2021-22

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: Nevada County Department of Public Works, Transit Services Division
Contact: Elizabeth Nielsen, Accounting Technician
Phone: (530) 470-2820

The County of Nevada Department of Public Works, Transit Services Division, hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of **\$2,183,580** of LTF, **\$151,884** of CTS and **\$17,795** of STA (99314). This amount consists of **\$2,353,259** allocated for Transit/Paratransit Operations. The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit/Paratransit Operations STA	6731(b)	\$5,076,575	\$17,795
Transit/Paratransit Operations CTS	99275 (a)		\$151,884
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$2,183,580
TOTAL			\$2,353,259.00

The County of Nevada Department of Public Works, Transit Services Division, requests that the funds be distributed as they become available. Resolution #21-212 approved the funding in this claim by the Nevada County Board of Supervisors on June 15, 2021.

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

ELIZABETH NIELSEN
Accounting Technician

REVIEWED

By Elizabeth Nielsen at 12:01 pm, Jul 13, 2021



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

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

Trisha Tillotson
Community Development Agency Director

Robin Van Valkenburgh, Transit Services Manager

July 13, 2021

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

SUBJECT: Fiscal Year 2021-22 Claim for LTF, STA and CTS Funding

Dear Mike:

Enclosed is Nevada County's Fiscal Year 2021-22 claim for \$2,183,580 in FY21-22 LTF funds, \$151,884 in CTS funds and \$17,795 in STA (99314). The total amount of this claim is \$2,353,259. The Board of Supervisors adopted Resolution No. **21-212** for approval of the Fiscal Year 2021-22 Budget on June 15, 2021.

Per NCTC policy the County will be expending \$0 of unearned revenue currently held by the County and requests that NCTC hold in reserve an amount equal to six-months operating expense of Nevada County LTF carryover balance in the amount of \$2,538,288.

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

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

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

- Installation of an Audio/Visual TFT Monitor system on all fixed route vehicles for improved passenger accessibility.

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

Thank you for your consideration of this request. Should you have any questions concerning the claim or supporting documentation, please call me at 530-470-2833.

Sincerely,

A handwritten signature in black ink that reads "Robin Van Valkenburgh". The script is cursive and fluid, with the first name "Robin" and last name "Valkenburgh" clearly legible.

Robin Van Valkenburgh
Transit Services Manager

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

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

Fiscal Year: 2021-22 (Project Year)

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

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



Authorizing Signature

ROBIN VAN VALKENBURGH, TRANSIT SERVICES MANAGER

Print Name and Title

07/13/2021

Date

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

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

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

COMMUNITY TRANSIT SYSTEMS (CTS) OPERATIONS CLAIM CHECKLIST

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

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

Claimant: NEVADA COUNTY TRANSIT SERVICES (Agency Name)

For Most Recently Completed Fiscal Year: 2020-21

OPERATOR PERFORMANCE TABLE

Performance Indicator		Comments
1	Operating Cost/ Passenger Trip	
	<u>\$ 22.99 / Trip</u>	
2	Operating Cost/ Service Hour	
	<u>\$ 112.30 /Hour</u>	
3	Passengers/ Service Hour	
	<u>6.56 /Hour</u>	
4	Passengers/ Service Mile	
	<u>0.38 /Mile</u>	
5	Service Hours/ Employee	12,393/19 = 652.26 HR/EMP
	<u>652.26Hrs/Emp</u>	
6	Farebox Ratio	
	<u>7.5 %</u>	

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

APPROVED

By Robin Van Valkenburgh at 11:27 am, Jul 13, 2021

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

COUNTY OF NEVADA TRANSIT SERVICES

ADDRESS

12350 LABARR MEADOWS ROAD

TELEPHONE NUMBER

(530) 477-0103

CITY

ZIP CODE

COUNTY

GRASS VALLEY, CA

95949

NEVADA

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

ISSUED BY

I.D. NUMBER

DATE

FRANK A HALL

A16814

01/22/2021

Destroy Previous Editions

Chp339_0809.pdf

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RESOLUTION No. 21-212

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ADOPTING THE NEVADA COUNTY FISCAL YEAR 2021-2022 BUDGET, TOTALING \$299,864,980

WHEREAS, in accordance with Section 29000 through Section 29095 of the Government Code, the Nevada County Board of Supervisors has conducted public hearings concerning the budget for the 2021-2022 Fiscal Year; and

WHEREAS, the Board of Supervisors desires to appropriate the necessary funding for the operations of the various services of the County of Nevada totaling \$299,864,980 from revenues of \$297,249,298 and fund balances of various funds of \$2,615,682; and

WHEREAS, in accordance with the Nevada County Administrative Code All, 17.6, the County Executive Officer has presented a final budget recommendation in accordance with the Board of Supervisor's direction by Service Budget Unit which is summarized below and presented in more complete detail in the Nevada County Fiscal Year 2021-2022 Adopted Budget.

Revenues

Taxes	64,540,931
Licenses, Permits & Franchises	6,245,186
Fines, Forfeitures, & Penalties	2,844,471
Use of Money & Property	10,312,490
Federal/State Intergovernmental	136,150,502
Charges for Services	23,634,391
Miscellaneous Revenues	4,867,807
Other Financing Sources	48,653,520
Special Revenue	0

Total Revenues	297,249,298
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Total Sources	299,864,980
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Expenses

Salaries & Benefits	118,357,482
Services & Supplies	83,851,022
Other Charges	57,947,866
Overhead Cost Allocation (A87)	12,079,969
Capital Assets	26,638,158
Other Financing Uses	50,275,522
Interfund Activity	(49,385,039)
Contingency	100,000

Total Expenses	299,864,980
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NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors hereby adopts the Budget dated June 15, 2021 for the operations and maintenance of the County of Nevada for the fiscal year ending June 30, 2022 and under Government Code 29125 authorizes the County Executive Officer to approve budget revisions by service budget unit within a single fund.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 15th day of June, 2021, by the following vote of said Board:

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

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

6/15/2021 cc: CEO*
AC*
Dept Heads*

**RESOLUTION 21-16
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO THE TOWN OF TRUCKEE
FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2021/22**

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

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit/Paratransit Operations STA	6731(b)	\$1,798,363	\$216,183.27
Transit/Paratransit Operations CTS	99275(a)		\$30,100.00
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$627,443.36
TOTAL		\$1,798,363	\$873,726.63

WHEREAS, the STA estimated revenue under PUC Section 99314 for FY 2021/22 available for allocation to Truckee is \$15,578; and

WHEREAS, the Town of Truckee is eligible to receive an allocation of STA funds under PUC Section 99313 in the amount of \$200,605.27, for a total STA allocation of \$216,183.27; and

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

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

WHEREAS, the Findings of Apportionment Resolution 21-04 estimates that \$181,984 of LTF for CTS is available for FY 2021/22 with Truckee's bid target in the amount of \$30,100; and

WHEREAS, the Town of Truckee has requested an allocation of \$30,100 from the FY 2021/22 CTS apportionment of LTF to support transit/paratransit operations; and

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

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

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

1. The proposed community transit service is responding to a need currently not being met in the community of the claimant.
2. The service shall be integrated with existing transit services, as appropriate.
3. The claimant has prepared an estimate of revenues, operating costs, and patronage.

4. The claimant is in compliance with fare recovery ratios.
5. The claimant is in compliance with Sections 99155 and 99155.5 of the Public Utilities Code; and

WHEREAS, the Revised Findings of Apportionment, Resolution 21-08, adopted by the Nevada County Transportation Commission (NCTC) on May 19, 2021, estimates that for FY 2021/22 there is \$627,443.36 of LTF available for allocation to the Town of Truckee under PUC Section 99400(c)(d)(e); and

WHEREAS, as of June 30, 2021, there are estimated funds remaining from prior year LTF apportionments in the amount of \$102,770.00; however, Truckee has requested that NCTC hold \$50,498.64 to fully fund the six-month reserve of \$899,181.64. This leaves an LTF Carryover Balance available to allocate of \$52,271.36; and

WHEREAS, in accordance with the California Code of Regulations Section 6649, the sum of the claimant's allocations from LTF and from the STA Fund cannot exceed the claimant's Maximum Transportation Development Act (TDA) Eligibility for FY 2021/22; and

WHEREAS, the Town of Truckee Director of Administrative Services has determined that Truckee is eligible to receive \$873,726.63 in TDA funds for transit/paratransit operations during FY 2021/22; and

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

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

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

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

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

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

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

"Transit agencies will utilize LTF apportionments as the first source of funding for existing services or service expansions. If an agency's apportionment of LTF is not sufficient to fund continuation of existing transit services, capital needs, or service expansions identified in an approved transit development plan, the agency may submit a claim for STA. Claims for

STA funds by agencies holding unused allocations or unclaimed balances of LTF from prior years will not be considered.”

NOW, THEREFORE, BE IT RESOLVED, that the Town of Truckee is allocated \$216,183.27 of STA Funds as authorized by TDA 6731(b) for support of transit/paratransit operations during FY 2021/22. Payment will be made toward the end of the fiscal year as need is verified.

BE IT FURTHER RESOLVED, that the Town of Truckee is allocated \$30,100 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2021/22. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that the Town of Truckee is allocated \$627,443.36 of LTF as authorized under PUC Section 99400(c)(d)(e) for transit/paratransit operations during FY 2021/22. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that full payment of these allocations is contingent upon completion of the FY 2020/21 Fiscal Audit. In the event that Unearned Revenue for FY 2020/21 is identified, NCTC may demand repayment of the amount, or may deduct the amount from the amount the claimant is eligible to receive on this claim. This is in accordance with the California Code of Regulations (CCR) Section 6649.

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

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

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 21, 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

TRUCKEE FY 21/22 Calculation for Maximum TDA Eligibility 6/10/2021

MAXIMUM TDA ELIGIBILITY

1	Operating cost as budgeted	\$	1,798,363.27	
2	Less: Fare revenues anticipated	\$	(2,000.00)	
3	Less Other revenues anticipated	\$	(545,292.34)	
4	Less Federal assistance anticipated (5310, 5311, CARES Act Phase 2)	\$	(377,344.30)	CARES Act Phase 2 - 1/3 of total allocated (\$374,975) over next three fiscal years (FY 20/21 - FY 22/23)
5	Less Unearned Revenue as of 6/30/2021		0.00	
6	Maximum TDA Eligibility	\$	873,726.63	

7	What is the 19/20 LTF Unearned Revenue Amount?	0.00
8	What is the 19/20 audited STA Unearned Revenue Amount?	\$ 376,236.00
9	What amount of the current LTF Unearned Revenue is budgeted to be spent in FY 21/22?	0.00
10	Fiscal Officer's letter states that the STA Unearned Revenue will be returned by June 30, 2021?	<u>YES</u>

CALCULATION FOR 6 MONTH OPERATING RESERVE

11	FY 21/22 Estimated 6-Month Operating Reserve	\$ (899,181.64) = Line 1 x 50%
12	FY 20/21 6-month Operating Reserve Held at NCTC	\$ 848,683.00
13	Amount above/(below) FY 20/21 estimated 6-Month Operating Reserve	\$ (50,498.64)

14	What is the Estimated LTF Cash Carryover for FY 2021 (thru August)	102,770.00
15	LTF Amount Held Above FY 21/22 Operating Reserve if Line 13 is positive enter number	0.00
16	Additional LTF Carryover requested FY 21/22 for Operating reserve	\$ (50,498.64)
17	Amount of LTF Carryover to be Budgeted FY 21/22	52,271.36
18	FY 21/22 LTF Apportionment Revised Findings 5/19/2021	\$ 575,172.00
19	FY 21/22 CTS Bid Target	\$ 30,100.00
20	FY 21/22 LTF & CTS Apportionment budgeted to be spent	\$ 605,272.00

21	STA is budgeted for FY 21/22, but is the LTF Unearned Revenue, LTF Carryover Balance, and FY 21/22 LTF Apportionment budgeted to be spent and/or held in reserve in FY 21/22?	<u>YES</u>
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STA 99313 CALCULATION

Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended			
22	Maximum TDA Eligibility	\$ 873,726.63	Line 6
23	CTS 21/22 Bid Target	\$ (30,100.00)	
24	STA FY 21/22 PUC 99314 State Controller's Office 1/28/21	\$ (15,578.00)	
25	Truckee LTF Cash Carrover Balance	\$ (52,271.36)	
26	STA Unearned Revenue = 0; returned to NCTC by 6/30/21	0.00	
27	FY 21/22 LTF Apportionment	\$ (575,172.00)	
28	STA FY 21/22 PUC 99313 Claimable	\$ 200,605.27	

TOTAL TDA ALLOCATION

29	FY 21/22 LTF Allocation	\$ 575,172.00
30	LTF Cash Carryover Balance Claimable	\$52,271.36
31	CTS 21/22 Bid Target	\$ 30,100.00
32	STA FY 21/22 PUC 99314	\$ 15,578.00
33	STA FY 21/22 PUC 99313	\$ 200,605.27
34	FY 20/21 TDA Allocation	\$ 873,726.63

	Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	
35	Transit/Paratransit Operations STA	6731(b)	\$1,798,363	\$216,183.27	Line 32 + Line 33
36	Transit/Paratransit Operations CTS	99275 (a)		\$30,100.00	Line 30
37	Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$627,443.36	Line 29 + Line 30
38	TOTAL			\$873,726.63	

**RESOLUTION 21-08
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2021/22

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

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$3,457,700 as the amount available for allocation in FY 2021/22; and

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

WHEREAS, the following figures represent the amount described above:

Estimated LTF Available for FY 2021/22

Sales and Use Tax	\$4,469,241
Interest	\$40,000
Subtotal	<u>\$4,509,241</u>

Anticipated Allocations

Administration and Planning	-\$795,277
Pedestrian and Bicycles	-\$74,279
Community Transit Services	<u>-\$181,984</u>

Total Estimated FY 2021/22 LTF Available for Apportionment	<u>\$3,457,700</u>
---	---------------------------

Area apportionments based on population: Population figures from State of California Department of
Finance 2021 E-1 Report, May 2021

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	65,414	67.11%	\$2,320,625
Grass Valley	12,758	13.09%	\$452,602
Nevada City	3,081	3.16%	\$109,301
Truckee	16,213	16.63%	\$575,172
TOTAL	97,466	100.00%	\$3,457,700

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

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission finds that the above figures represent area apportionments to be used for FY 2021/22. These apportionments will be used as the basis for allocations throughout FY 2021/22, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

PASSED AND ADOPTED by the Nevada County Transportation Commission on May 19, 2021 by the following vote:

Ayes: Commissioner Arbuckle, Chair Burton, Commissioner Hoek, Commissioner Scofield, Commissioner Zabriskie

Noes: None

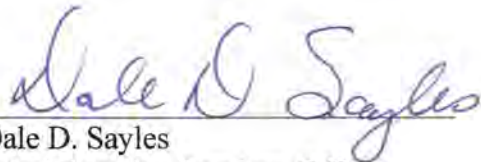
Absent: Commissioner Guerra, Commissioner Strawser

Abstain: None



Andrew Burton, Chair
Nevada County Transportation Commission

Attest:



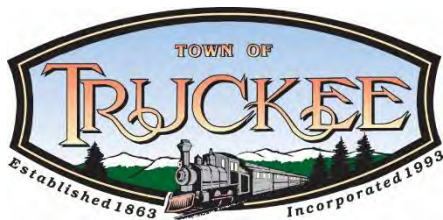
Dale D. Sayles
Administrative Services Officer

Town Council

Anna Klovstad, Mayor

Courtney Henderson, Vice Mayor

David Polivy, Council Member
Lindsay Romack, Council Member
Jan Zabriskie, Council Member



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Andy Morris, Town Attorney

Randall Billingsley, Chief of Police

Judy Price, Communications Director/Town Clerk

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Acting Administrative Services Director

June 23, 2021

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

Dear Mike:

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

1. The attached adopted FY 21/22 transit budget includes the revenues and expenditures contained in the claims submitted by the Town of Truckee as approved by the Town Council in Resolutions 2021-42 and 2021-43.
2. The certification by the Department of the California Highway Patrol verifying operator compliance with Section 1808.1 of the Vehicle Code is current, complete and on file at NCTC.

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

The maximum eligibility of Town of Truckee Transit / Paratransit Operations for moneys from the Local Transportation Fund and State Transit Assistance Fund for FY 2021/22 is:

Operating cost as budgeted	\$1,798,363
Less: Fare revenues anticipated	(2,000)
Other revenues anticipated	(545,292)
Federal assistance anticipated	<u>(377,344)</u>
Maximum TDA eligibility	\$ 873,727

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

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Casey".

Nicole Casey
Acting Director of Administrative Services

Enclosures

**PUBLIC TRANSIT FUND REVENUE
2021/22 REVENUE BUDGET**

502.000.00 Public Transit Fund

ACCOUNT		2019/20 ACTUAL	2020/21 AMENDED BUDGET	2020/21 ESTIMATED ACTUALS	2021/22 PROPOSED BUDGET	% CHG BUD TO EA	% CHG BUD TO BUD
OPERATING REVENUES							
44.30	Interest Income	(653)	1,067	2,569	4,083	58.9%	282.7%
45.20	FTA - Section 5311 Grant	195,840	100,585	224,327	227,344	1.3%	126.0%
45.21	Local Transportation Fund	83,576	509,294	509,294	636,274	24.9%	24.9%
45.22	NCTC - CTS Fund	28,669	26,805	26,805	30,100	12.3%	12.3%
45.23	State Transit Assistance	514,850	453,707	261,944	245,502	-6.3%	-45.9%
45.28	FTA - Section 5310 Grant	241,296	150,000	150,000	150,000		
45.31	LCTOP Grant	33,854	110,821	55,411	100,000	80.5%	-9.8%
45.32	NSAQMD Grant	-	-	-	-		
46.80	Fare Box Receipts Retained	2,776	2,000	1,500	2,000	33.3%	
46.81	Donner Summit Shuttle Partner Cont	-	-	-	-		
46.82	Partnership Funding	68,461	161,346	178,649	269,625	50.9%	67.1%
47.30	Other Sources of Revenue	1,900	1,500	1,000	1,000		-33.3%
47.34	Community Shuttle Funding	73,300	10,000	-	40,000		300.0%
48.10	Gray's Crossing Contribution	51,874	53,172	53,378	54,979	3.0%	3.4%
49.10	Transfer In - General Fund	-	-	-	-		
49.10	Transfer In - CFDs	-	-	-	38,187		100.0%
49.10	Transfer In - Air Quality Mitigation	72,823	74,864	37,418	37,418		-50.0%
Subtotal Operating Revenue		1,368,566	1,655,161	1,502,294	1,836,513		
CAPITAL REVENUE							
45.25	Prop 1B PTMISEA - Grant	11,946	72,024	74,918	-	-100.0%	-100.0%
45.29	FTA - Section 5339 Grant	-	-	-	-		
45.30	Cal OES - Grant	26,597	-	-	-		
45.33	NCTC/TDA - Capital Contributions	-	-	-	-		
45.35	State of Good Repair - Grant	-	231,000	231,000	-	-100.0%	-100.0%
Subtotal Capital Revenue		38,543	303,024	305,918	-		
TOTAL PUBLIC TRANSIT FUND REVENUE		1,407,109	1,958,185	1,808,212	1,836,513	1.6%	-6.2%

**PUBLIC TRANSIT
2021/22 EXPENDITURES BUDGET**

502.xxx.00 Public Transit Fund

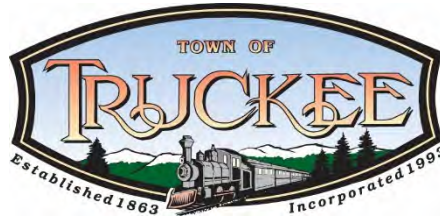
ACCOUNT		2019/20 ACTUAL	2020/21 AMENDED BUDGET	2020/21 ESTIMATED ACTUALS	2021/22 PROPOSED BUDGET	% CHG BUD TO EA	% CHG BUD TO BUD
000	PERSONNEL						
50.11	Wages - Regular Full-Time	102,415	124,742	117,607	126,194	7.3%	1.2%
54.xx	Benefits	62,948	62,265	53,377	58,415	9.4%	-6.2%
54.61	Deferred Compensation	3,895	5,603	5,307	5,486	3.4%	-2.1%
54.81	RHS	1,687	1,635	1,719	1,660	-3.4%	1.5%
55.71	Car Allowances	399	396	317	396	25.0%	
55.80	Compensated Absences	7,614	3,790	1,009	4,802	376.1%	26.7%
	Total Personnel	178,958	198,431	179,335	196,953	9.8%	-0.7%
	SUPPLIES & SERVICES						
181	TRUCKEE LOCAL SERVICES						
61.34	Fixed Route	352,059	568,000	468,962	520,550	11.0%	-8.4%
61.38	Dial-A-Ride	253,776	276,500	245,922	274,552	11.6%	-0.7%
61.39	Special Event Shuttles	68,150	10,000	10,000	50,000	400.0%	400.0%
	Subtotal Truckee Local Services	673,985	854,500	724,884	845,102	16.6%	-1.1%
182	REGIONAL SERVICES						
61.30	North Lake Tahoe Airport Shuttle	10,301	10,609	10,609	11,139	5.0%	5.0%
61.32	Hwy 89 Year Round & 267 Winter	115,281	124,011	122,479	128,139	4.6%	3.3%
61.33	Hwy 267 - Non-Winter	72,823	80,278	78,789	83,138	5.5%	3.6%
	Subtotal Regional Services	198,405	214,899	211,877	222,416	5.0%	3.5%
180	GENERAL SERVICES & SUPPLIES						
60.15	Education & Training	2,496	5,000	700	3,000	328.6%	-40.0%
61.00	Professional Services	19,600	92,500	48,404	158,000	226.4%	70.8%
61.30	Marketing	6,875	14,163	14,163	14,587	3.0%	3.0%
63.01	Administrative Overhead	41,647	58,628	65,290	65,384	0.1%	11.5%
63.05	Advertising	288	500	300	500	66.7%	
63.25	Membership & Dues	620	664	620	650	4.8%	-2.2%
63.35	General Supplies	500	541	250	500	100.0%	-7.5%
63.50	Postage, Freight, & Delivery	17	100	50	100	100.0%	
63.55	Printing	225	50	50	50		
63.70	Telephone	2,204	2,800	2,000	2,300	15.0%	-17.9%
66.10	Repair & Maint. - Shelters	9,558	11,500	30,000	12,100	-59.7%	5.2%
66.20	Repair & Maint. - Office Equip.	-	50	50	50		
67.07	Shelters, Buses & Signs Supplies	-	500	-	250		-50.0%
68.03	CalTIP Insurance	45,503	65,309	65,309	78,371	20.0%	20.0%
68.50	Rent	-	21,331	35,781	35,781		67.7%
69.10	Vehicles - Fuel	43,514	72,000	48,180	74,160	53.9%	3.0%
69.20	Vehicles - Mileage	-	250	-	250		
69.76	Fleet Maintenance Allocation	112,876	64,123	74,665	87,859	17.7%	37.0%
	Subtotal General Supplies & Services	285,922	410,008	385,812	533,892	38.4%	30.2%
	Subtotal Supplies & Services	1,158,311	1,479,406	1,322,573	1,601,410	21.1%	8.2%
	Subtotal Personnel and Supplies & Services	1,337,270	1,677,838	1,501,908	1,798,363	19.7%	7.2%
000	CAPITAL OUTLAY						
77.10	Transfers to CIP Fund	31,245	-	-	-		
80.20	Computer Equipment	71	-	-	-		
80.73	Prop 1B PTMISEA	11,149	72,024	74,918	-	-100.0%	-100.0%
80.74	Cal OES - Safety & Security Projects	27,394	-	-	-		
80.75	State of Good Repair	-	127,976	231,000	-	-100.0%	-100.0%
89.00	Depreciation Expense	76,483	77,760	80,000	82,400	3.0%	6.0%
	Total Capital Outlay	115,097	277,760	385,918	82,400	-78.6%	-70.3%
	TOTAL	1,483,611	1,955,598	1,887,826	1,880,763	-0.4%	-3.8%
80.70	Less: Capital Assets	-	(25,800)				
	TOTAL NET EXPENDITURES	1,483,611	1,929,798	1,887,826	1,880,763	-0.4%	-2.5%

Town Council

Anna Klovstad, Mayor

Courtney Henderson, Vice Mayor

David Polivy, Council Member
Lindsay Romack, Council Member
Jan Zabriskie, Council Member



Department Heads

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Andy Morris, Town Attorney

Randall Billingsley, Chief of Police

Judy Price, Communications Director/Town Clerk

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Acting Administrative Services Director

June 23, 2021

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

RE: Request for Approval of the FY 2021/22 Claim for Local Transportation Funds

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$657,543.36 of LTF funds to be applied to the Town's Tahoe Truckee Area Regional Transit (TART) fixed route and paratransit operations per the adoption of Resolution 2021-42 by the Truckee Town Council on June 22, 2021.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 21, 2021 agenda for review and approval.

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

Sincerely,

Kelly Beede

Kelly Beede
Administrative Analyst II

Town Council

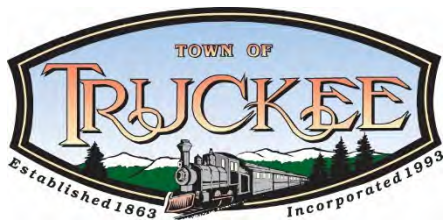
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Jan Zabriskie, Council Member



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Nicole Casey, Acting Administrative Services Director

June 23, 2021

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

RE: CTS Funding Claim for FY 2021/22 Transit Operations

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$30,100 of CTS funds to be applied to the Town's Tahoe Truckee Area Regional Transit (TART) demand response paratransit service (known as Dial-A-Ride) per the adoption of Resolution 2021-42 by the Truckee Town Council on June 22, 2021. The following provides justification for the funding request:

1. Without the CTS funding the Town will not be able to meet the transit needs of seniors and disabled persons in our community.
2. The Dial-A-Ride program is integrated into the TART system and serves as the complementary paratransit service to the Fixed Route program. The Dial-A-Ride program is available the same days and hours as the Fixed Route program.
3. The FY 21/22 Dial-A-Ride program proposed operating budget and estimated ridership is \$639,974 and 8,064, respectively.
4. The TART program consistently exceeds the TDA required 10% fare recovery ratio.
5. The Town is in compliance with California PUC Codes 99155 and 99155.5 related to paratransit services provided to seniors and to persons with disabilities.
6. The Town has communicated the CTS funding request with Nevada County and both are in agreement on the Town's apportionment.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 21, 2021 agenda for review and approval. Please contact me with any questions.

Sincerely,

Kelly Beede

Kelly Beede
Administrative Analyst II

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2021/22

DATE: June 23, 2021

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: TOWN OF TRUCKEE

CONTACT: Kelly Beede, Administrative Analyst II

PHONE: 530-582-2489

The TOWN OF TRUCKEE hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of \$657,543.36 of Local Transportation Funds (LTF). The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Section(s)	Total Project Cost	Amount Requested LTF
Transit/Paratransit Operations	99275 (a)	\$1,798,363	\$30,100
Transit/Paratransit Operations	99400 (c) (d) (e)		\$627,443.36
TOTAL		\$1,798,363	\$657,543.36

The Town of Truckee requests that the LTF funds be distributed as they become available per adoption of Resolution 2021-42 by the Town of Truckee Town Council on June 22, 2021.

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

BY: 

Nicole Casey, Acting Director of Administrative Services

**TOWN OF TRUCKEE
California**

RESOLUTION 2021-42

**A RESOLUTION OF THE TRUCKEE TOWN COUNCIL REQUESTING THE NEVADA
COUNTY TRANSPORTATION COMMISSION ALLOCATE LOCAL TRANSPORTATION
FUNDS (LTF) FOR OPERATION OF THE TOWN OF TRUCKEE TAHOE TRUCKEE AREA
REGIONAL TRANSIT (TART) FIXED ROUTE AND PARATRANSIT SYSTEM FOR
FISCAL YEAR 2021/2022**

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

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

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

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

1. NCTC allocate \$657,543.36 of Local Transportation Funds to the TART fixed route and paratransit FY 2021/22 operations budget as follows: \$627,443.36 per PUC 99400(c)(d)(e); \$30,100 per PUC 99275(a).
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by Council Member Romack, seconded by Council Member Zabriskie, at a Regular Meeting of the Truckee Town Council, held on the 22nd day of June 2021, and adopted by the following vote:

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

NOES: none.

ABSENT: none.

Anna Klovstad

Anna Klovstad, Mayor

ATTEST:

Judy Price

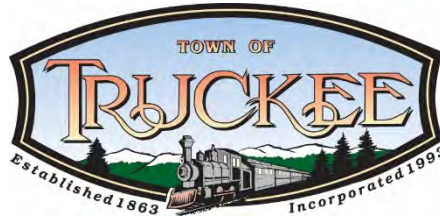
Judy Price, MMC, Town Clerk

Town Council

Anna Klovstad, Mayor

Courtney Henderson, Vice Mayor

David Polivy, Council Member
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Jan Zabriskie, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

Randall Billingsley, Chief of Police

Judy Price, Communications Director/Town Clerk

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Acting Administrative Services Director

June 23, 2021

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

RE: Request for Approval of the FY 2021/22 Claim for State Transit Assistance Funds

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$216,183.27 of STA funds to be applied to the Town's Tahoe Truckee Area Regional Transit (TART) fixed route and paratransit operations per the adoption of Resolution 2021-43 by the Truckee Town Council on June 22, 2021.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 21, 2021 agenda for review and approval.

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

Sincerely,

Kelly Beede

Kelly Beede
Administrative Analyst II

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2021/22

DATE: June 23, 2021

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: TOWN OF TRUCKEE

CONTACT: Kelly Beede, Administrative Analyst II


PHONE: 530-582-2489

The TOWN OF TRUCKEE hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of \$216,183.27 comprised of State Transit Assistance (STA) funds. The total amount of this claim shall be utilized for completion of the project listed below:

Project Title/Description	Authorized by TDA Section(s)	Total Project Cost	Amount Requested STA
Transit/Paratransit Operations	6731(b)	\$1,798,363	\$216,183.27

The Town of Truckee requests that the STA funds be distributed as they become available per the adoption of Resolution 2021-43 by the Town of Truckee Town Council on June 22, 2021.

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

BY: 

Nicole Casey, Acting Director of Administrative Services

**TOWN OF TRUCKEE
California**

RESOLUTION 2021-43

**A RESOLUTION OF THE TRUCKEE TOWN COUNCIL REQUESTING THE NEVADA
COUNTY TRANSPORTATION COMMISSION ALLOCATE STATE TRANSIT ASSISTANCE
(STA) FUNDS FOR OPERATION OF THE TOWN OF TRUCKEE TAHOE TRUCKEE AREA
REGIONAL TRANSIT (TART) FIXED ROUTE AND PARATRANSIT SYSTEM FOR
FISCAL YEAR 2021/2022**

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

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

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

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

1. NCTC allocate \$216,183.27 of State Transit Assistance Funds to the TART fixed route and paratransit FY 2021/22 operations budget as follows: \$200,605.27 per PUC 99313; \$15,578.00 per PUC 99314.
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by Council Member Romack, seconded by Council Member Zabriskie, at a Regular Meeting of the Truckee Town Council, held on the 22nd day of June 2021, and adopted by the following vote:

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

NOES: none.

ABSENT: none.

Anna Klovstad

Anna Klovstad, Mayor

ATTEST:

Judy Price

Judy Price, MMC, Town Clerk

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

Claimant: Town of Truckee (Agency Name)

Fiscal Year: 2021/22 (Project Year)

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

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

Kelly Beede

Kelly Beede
Administrative Analyst II
June 23, 2021

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

PARATRANSIT SERVICES

ADDRESS	TELEPHONE NUMBER
10703 RIVERVIEW RD	(530) 550-7451

CITY	ZIP CODE	COUNTY
TRUCKEE CA	96161	NEVADA

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

ISSUED BY	I.D. NUMBER	DATE
LYLE MARKOWICH	A10881	09/10/2020

Destroy Previous Editions

Chp339_0809.pdf

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

PARATRANSIT SERVICES

ADDRESS	TELEPHONE NUMBER
03 RIVERVIEW RD	(530) 550-7451

CITY	ZIP CODE	COUNTY
TRUCKEE CA	96161	NEVADA

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

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TRANSIT OPERATOR NAME

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ISSUED BY	I.D. NUMBER	DATE
LYLE MARKOWICH	A10881	09/10/2020

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Operator: Town of Truckee

For Most Recently Completed Fiscal Year: 2019/20

OPERATOR PERFORMANCE TABLE

Performance Indicator		
1	<i>PUC 99247 (a)(b)</i>	Operating Cost/ Passenger Trip
	<u>\$44.92/ Trip</u>	Truckee TART Operating Costs: \$1,280,031 Truckee TART Ridership: 28,492
2	<i>PUC 99247 (c)'</i>	Operating Cost/Service Hour
	<u>\$170.40/Hour</u>	Truckee TART Operating Costs: \$1,280,031 Truckee TART Vehicle Service Hours: 7,512
3	<i>PUC 99247 (d)</i>	Passengers/Vehicle Service Hour
	<u>3.79/Hour</u>	Truckee TART Ridership: 28,492 Truckee TART Vehicle Service Hours: 7,512
4	<i>PUC 99247 (e)</i>	Passengers/ Service Mile
	<u>0.23/Mile</u>	Truckee TART Ridership: 28,492 Truckee TART Vehicle Service Miles: 123,589
5	<i>PUC 99247 (h)(j)</i>	Vehicle Service Hours/FT Employee Equivalent (=2,000 hours)
	<u>602 Hrs/Emp</u>	Truckee TART Vehicle Service Hours: 7,512 Total FT Employee Equivalent: 12.48
6	<i>PUC 99268.4</i>	Farebox Ratio
	<u>10.4%</u>	Truckee TART Operating Costs: \$1,280,031 Truckee TART Farebox Revenue: \$123,111

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

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

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

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

COMMUNITY TRANSIT SYSTEMS (CTS) OPERATIONS CLAIM CHECKLIST

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

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

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



MICHAEL WOODMAN, Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1400.3

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Mike Woodman, Executive Director 

SUBJECT: Professional Services Agreement for Fiscal and Compliance Audits, Resolution 21-17

DATE: July 21, 2021

RECOMMENDATION: Adopt Resolution 21-17 authorizing the Chair to execute an agreement with The Pun Group to conduct Fiscal and Compliance Audits for FY 2020/21, FY 2021/22, and FY 2022/23, with optional years of FY 2023/24 and FY 2024/25.

BACKGROUND: Pursuant to the Transportation Development Act, Nevada County Transportation Commission (NCTC) is required to transmit to the California State Controller an annual report of its accounts and records. As the transportation planning agency for Nevada County, NCTC ensures that all claimants submit an annual certified fiscal audit to the State Controller.

On May 26, 2021, NCTC staff distributed a Request for Proposal to prepare fiscal and compliance audits to seventeen CPA firms and received four proposals. Selection Committee members from the Nevada County Auditor-Controller's office, the Town of Truckee, the City of Grass Valley and NCTC staff scored the proposals. Based on proposal scores, representatives from AGT, CLA, and The Pun Group were interviewed on July 6, 2021.

The Pun Group was chosen to prepare the audits for three years, with an option for NCTC to extend the agreement an additional two years. The cost to prepare the fiscal audits for NCTC and its claimants is: \$50,000 for FY 2020/21, \$51,500 for FY 2021/22, and \$53,045 for FY 2022/23, with \$54,636 for optional FY 2023/24, and \$56,275 for optional FY 2024/25. Section V, Item A of NCTC's Administrative Operating Procedures states that a contract over \$10,000 be presented to the Commission for consideration and approval.

The agreement has been approved by NCTC's legal counsel and is attached for review. Also attached is the proposal submitted by The Pun Group.

attachments

**RESOLUTION 21-17
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**APPROVAL OF NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
PROFESSIONAL SERVICES AGREEMENT WITH THE PUN GROUP
TO PREPARE FISCAL AND COMPLIANCE AUDITS FOR NCTC AND ITS CLAIMANTS
FOR FISCAL YEARS 2020/21, 2021/22, AND 2022/23**

WHEREAS, pursuant to the Transportation Development Act, NCTC is required to transmit to the California State Controller an annual report of its accounts and records; and

WHEREAS, NCTC, as the transportation planning agency for Nevada County, is responsible to ensure that all claimants to whom it directs an allocation of funds shall submit an annual certified fiscal audit to the State Controller, and is to be conducted by an entity other than the claimant; and

WHEREAS, a Consultant Selection Committee chose The Pun Group as the preferred firm to conduct the fiscal and compliance audits for NCTC and its claimants, with a cost proposal of \$50,000 for FY 2020/21; \$51,500 for FY 2021/22; and \$53,045 for FY 2022/23, with \$54,636 for optional FY 2023/24 and \$56,275 for optional FY 2024/25; and

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

WHEREAS, Section V, Item A of NCTC's Administrative Operating Procedures states that a contract over \$10,000 be presented to the NCTC for consideration and approval.

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission authorizes the Chairman to sign the contract between NCTC and The Pun Group to conduct the Fiscal and Compliance Audits of NCTC and its claimants for FY 2020/21, FY 2021/22, and FY 2022/23, with optional additional FY 2023/24 and FY 2024/25.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 21, 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
THE PUN GROUP
TO PREPARE THE FISCAL AND COMPLIANCE AUDITS

This Agreement by and between the Nevada County Transportation Commission (hereinafter referred to as "NCTC"), and The Pun Group, LLP, a California limited liability partnership (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 conduct a careful and complete examination of the accounts and records of NCTC. The fiscal and compliance audit (referred to as the "Audit") will include the Local Transportation Fund, the State Transit Assistance Fund, the Regional Surface Transportation Program Fund, the Regional Transportation Mitigation Fee Fund, the Public Transportation Modernization, Improvement, and Service Enhancement Account Fund, the County of Nevada, the cities of Grass Valley and Nevada City, the Town of Truckee, and Gold Country Stage as claimants for transit/paratransit, pedestrian/bicycle, and streets and roads purposes. Consultant will conduct the audits to meet and/or exceed all applicable requirements and standards, including: Section 99245 of the Public Utilities Code and Sections 6661, 6662, 6663, 6664, 6666, 6667, and 6751 of the California Code of Regulations (Title 21, Chapter 3, Subchapters 2 and 2.5); applicable auditing standards set forth in Government Auditing Standards, issued by the Comptroller General of the United States; Statements on Auditing Standards published by the American Institute of Certified Public Accounts; OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations June 2003 and June 2007, and any amendments; and California State Controller's Office, California Local Agencies Internal Control Guidelines (see Assembly Bill No. 804, 9/27/17).
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. In the event a single audit is required pursuant to 2 CFR Part 200, subpart F, a contract amendment will be required pursuant to Section 34 below.

Upon completion of the final fiscal and compliance audits, and not later than December 30th of each respective year, the final audit reports for each audit will be submitted by Consultant to the NCTC.

Consultant will provide one (1) electronic copy of each draft audit report to the NCTC and one (1) electronic copy to the agency subject to the audit.

Consultant will provide one (1) electronic copy of each final audit report to NCTC and one (1) electronic copy to the agency subject to the audit. In addition, Consultant will provide five (5) bound hardcopies of each final audit report to NCTC, and two (2) bound hardcopies to the agency subject to the audit, if requested.

Subject to approval by NCTC, Consultant will submit the necessary reports and data to the California State Controller, as required by state law.

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.

Consultant will have access to and will be permitted to use figures, tabulations, statistical schedules, and other data previously assembled or prepared by the County Auditor, the County Treasurer, or the personnel of their respective offices for county purposes. However, such statements will not be copied verbatim or used as a representation of results of services in the audit report. This does not preclude the use of these statements in the audit report where acknowledgement is made that they were prepared by the County Auditor or the County Treasurer. Neither the County Auditor or the County Treasurer, nor any member of their respective staffs will be employed by Consultant in connection with this audit, nor will the County Auditor, the County Treasurer, or any personnel in their respective departments be called upon to perform any service beyond their regular duties.

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 Audit representative for NCTC shall be **Dale D. Sayles**. The Audit representative for Consultant shall be **Kenneth H. Pun**. The Audit representative may only be changed upon prior written approval by NCTC.

8. **Subcontracting:**

- a. Nothing contained in this Agreement or otherwise shall create any contractual relation between NCTC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant shall supervise all of its personnel and be responsible for the work of all subcontractors selected for this project. Consultant's obligation to pay its subconsultant(s) is an independent obligation from NCTC's obligation to make payments to the Consultant.

- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by NCTC's Project Representative, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by NCTC.
- d. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by NCTC's Contract Administrator prior to the start of work by the subconsultant(s).

9. **Time of Performance:**

- a. This Agreement shall go into effect on **July 21, 2021** 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 **January 31, 2024** unless extended by written contract amendment, pursuant to NCTC's Administrative Operating Procedures. All specified elements of the Agreement and the Exhibits attached will be completed and submitted to NCTC and the State of California Controller's Office by December 30th of each applicable year, or earlier if required by statute.
- 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, sums not to exceed the following amounts: Audits of Year Ending June 30, 2021, **Fifty Thousand (\$50,000)**; Audits of Year Ending June 30, 2022, **Fifty-One Thousand Five Hundred (\$51,500)**; Audits of Year Ending June 30, 2023, **Fifty-Three Thousand Forty-Five (\$53,045)**, Audits for Optional Year Ending June 30, 2024, **Fifty-Four Thousand Six Hundred Thirty-Six (\$54,636)** and Audits for Optional Year Ending June 30, 2025, **Fifty-Six Thousand Two Hundred Seventy-Five (\$56,275)**. 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 the maximum amounts listed above per fiscal year, 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. 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 **WE121072121** 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.

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 amount due for work properly completed and approved by NCTC up to the date of the notice of termination, based on the actual costs to Consultant attributable to the Audit, less any compensation to NCTC for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement.
 - b. The maximum amount for which NCTC shall be liable if this Agreement is terminated is One Hundred Fifty-Four Thousand Five Hundred Forty Five dollars (\$154,545).
 - c. In the event of termination by either party, all data shall become the property of NCTC subject to the provisions of Section 32. Termination and payment pursuant to this Section will not waive, limit or otherwise affect any cause of action for breach of contract, which NCTC may possess.
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 and annual renewals 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.
 - b. Consultant shall immediately notify NCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.
25. **Political Reform Act Compliance:** Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are “consultants” under the Political Reform Act (the “Act”) (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be “consultants” under the Act by NCTC, as provided for in the Conflict of Interest Code for NCTC, shall promptly file economic disclosure statements for the disclosure categories determined by NCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
26. **Independent Contractor:** In performing services under this Agreement, Consultant is and shall act as an independent contractor and not an employee, representative, or agent of NCTC. Consultant shall have control of its work and the manner in which it is performed. Consultant expressly warrants that neither Consultant nor any of Consultant’s employees or agents shall represent themselves to be employees or agents of NCTC.
27. **National Labor Relations Board Certification:** Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant’s failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).
28. **Americans with Disabilities Act (ADA) of 1990:** By signing this Agreement, Consultant assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to, those found within the Code of Federal Regulations, Title 49, Parts 27, 37, and 38.
29. **Equal Employment Opportunity/Title VI Compliance:** Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, the provisions contained in 49 CFR Part 21 through Appendix C, 23 CFR Part 200, 23 CFR Part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794.
- a. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

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

sanctions as it or the Federal Transit Administration may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to Consultant under the Agreement until Consultant complies, and/or,
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
 - h. **Incorporation of Provisions:** Consultant shall include the provision of this Section 29 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract of procurement as NCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request that NCTC enter into such litigation to protect the interests of NCTC. In addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
30. **Drug-Free Certification:** By signing this Agreement, Consultant hereby certifies, under penalty of perjury under the laws of the State of California, Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Consultant who works under this Agreement shall:
 - (1) Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

31. **Union Organizing:** By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
- a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Consultant will not meet with employees or supervisors on NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
32. **Ownership of Documents:** Original document, methodological explanations, computer programs, drawings, designs and reports generated by this Agreement shall belong to and become the property of NCTC. Consultant is not liable for changes made by others or any use beyond the scope of this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of NCTC.
- It is understood that in addition to NCTC, state and federal funding agencies shall have the right to reproduce, publish, or otherwise use, and authorize others to use, the information developed from federally reimbursed projects.
33. **Campaign Contribution Disclosure:** Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the **Levine Act Disclosure Statement** attached hereto as **Exhibit C**.
34. **Entire Agreement and Amendment:** This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreement arrangements, or understandings, oral or written, between the parties relating to the subject matter contained in this Agreement, which are not fully expressed herein.
- The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon written consent of all parties to this Agreement. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by NCTC.
35. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
36. **Headings:** The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

37. **Authority:** Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
38. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
39. **Necessary Acts:** Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
40. **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.

41. **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.
 - 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.
42. **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.

43. **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.
44. **Safety:** Consultant shall comply with any applicable OSHA regulations regarding necessary safety equipment or procedures, and safety instructions issued by NCTC, if any.
45. **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 **The Pun Group** has been executed by the parties hereto the day and year shown below.

NEVADA COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____
Andrew Burton, Chair
Nevada County Transportation Commission

Nevada County Transportation Commission Counsel, Approved as to Form

By:  _____ Date: 07/13/2021
Sloan Sakai Yeung & Wong LLP

CONSULTANT

By: _____ Date: _____
Kenneth H. Pun, Managing Partner
The Pun Group LLP

PLEASE RETURN THE FOLLOWING SIGNED FORMS WITH AGREEMENT:

- ☐ Exhibit A: NCTC RFP
- ☐ Exhibit B: Consultant's Proposal
- ☐ Exhibit C: Levine Act Disclosure Statement
- ☐ Certificate of Insurance
- ☐ Electronic Deposit Authorization Form
- ☐ Vendor Data Record

**NEVADA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR PROPOSAL
TO PREPARE
FISCAL AND COMPLIANCE AUDITS
FOR FISCAL YEARS 2020/21, 2021/22, 2022/23**

I. PURPOSE OF REQUEST FOR PROPOSAL

The Nevada County Transportation Commission invites qualified auditors to submit proposals for Fiscal and Compliance Audits for Fiscal Years ending June 30, 2021, June 30, 2022, and June 30, 2023, with an option of two one-year extensions for fiscal years ending June 30, 2024 and June 30, 2025. These audits must be completed and submitted to NCTC and the State of California Controller's Office by December 31 of each applicable year or earlier if indicated by statute.

The objective of the audits is to meet and/or exceed the requirements of Section 99245 of the Public Utilities Code and Sections 6661, 6662, 6663, 6664, 6666, 6667, and 6751 of the California Code of Regulations (Title 21, Chapter 3, Subchapters 2 and 2.5); applicable auditing standards set forth in Government Auditing Standards, issued by the Comptroller General of the United States; Statements on Auditing Standards published by the American Institute of Certified Public Accounts; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and any amendments; and California State Controller's Office, California Local Agencies Internal Control Guidelines (see Assembly Bill No. 804, 9/27/17).

2. BACKGROUND

Nevada County Transportation Commission (NCTC) is a designated 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 is responsible for ensuring that an annual fiscal and compliance audit is done for all claimants who receive an allocation of funds pursuant to the Transportation Development Act Statutes and California Code of Regulations. In accordance with generally accepted accounting principles, NCTC requires claimants of funds from federal, state, and local sources to be audited annually.

3. SCOPE OF WORK/SERVICES REQUESTED

NCTC is seeking a firm or individual (consultant) to provide the required fiscal and compliance audits for the agencies, funds, and claimants as indicated in the Scope of Audits, Section 4.

The consultant will prepare an annual report of the financial transactions of NCTC in accordance with PUC Sections 99406, California Code of Regulations Section 6660, and notifications from the State Controller's office.

NCTC expects the consultant to be available throughout the year to respond to financial questions that could impact the audit, without incurring additional charges. The Consultant will utilize electronic data to prepare for the audit and financial statements.

The cost proposal should include yearly costs for each fiscal year.

4. SCOPE OF AUDITS

A. The following agencies, funds, and claimants will be audited:

1. Town of Truckee, Local Transportation Fund 6317-000-5805.
2. Pedestrian and Bicycle Fund, Local Transportation Fund 6317-000-5806.
3. County of Nevada, Local Transportation Fund 6317-000-5807.
4. City of Grass Valley, Local Transportation Fund 6317-000-5808.
5. City of Nevada City, Local Transportation Fund 6317-000-5809.
6. Consolidated Transportation Services, Local Transportation Fund 6317-000-5810 (Nevada County Transit Services, Gold Country Stage, Town of Truckee).
7. Public Transportation Modernization, Improvement, and Service Enhancement Account Fund (Proposition 1B) Fund 6318 (NCTC, Nevada County and Town of Truckee).
8. Nevada County Transportation Commission Planning and Administration, Local Transportation Fund 6327.
9. Regional Transportation Mitigation Fee Program Fund 6328.
10. State Transit Assistance Fund 6357.
11. Regional Surface Transportation Program Fund 6492.
12. SB 1, State of Good Repair Funds.

B. The Consultant will perform sufficient examination of the financial transactions, accounts, reports, and supporting documentation of the claimants, agencies, and funds as described above, to determine whether:

1. The costs incurred are fairly presented in accordance with generally accepted accounting principles and the requirements of the Transportation Development Act (Act) and the California Code of Regulations, and the allocation instructions of NCTC.
2. The Local Transportation Fund and the State Transit Assistance Fund are accounted for in accordance with the Transportation Development Act and the California Code of Regulations.
3. The State Rural Planning Assistance Funds and any federally funded programs are accounted for in compliance with applicable federal and state laws and regulations relating to the use of those funds.
4. The claimants and NCTC are in compliance with the requirements of the Transportation Development Act (Act), the California Code of Regulations, and as applicable, the requirements of 2 CFR 200 Subpart E, Cost Principles, Special Considerations for States, Local Government and Indian Tribes for federally funded projects.
5. The Regional Transportation Mitigation Fee Program is accounted for in compliance with California Government Code Chapter 5, Fees for Development Projects, Section 66000 et.seq. and applicable agreements, resolutions, and

ordinances, and is fairly presented in accordance with generally accepted accounting principles.

6. The Regional Surface Transportation Program is accounted for in compliance with California Streets and Highways Code Section 182.6 and the annual Federal Apportionment Exchange Agreement between NCTC and the State of California, and is fairly presented in accordance with generally accepted accounting principles.
7. The Public Transportation Modernization, Improvement, and Service Enhancement Account Fund (Proposition 1B) is accounted for in compliance with Senate Bill 88, Statutes of 2007 and any amendments, and allocated under the State Transit Assistance pursuant to PUC Section 99313 and/or 99314.
8. Funds received through the State Transit Assistance Program that are attributable to subdivision (a) of Section 11053 of the Revenue and Taxation Code have been expended in conformance with the requirements of Public Utilities Code Section 99312.1.

5. TDA AUDITING PROCEDURES AND REPORTS

As directed in Section 6664 of the California Code of Regulations: "The audit shall be conducted in accordance with generally accepted auditing standards of the claimant's financial statements for the fiscal year which shall be prepared in accordance with generally accepted accounting principles. The audit shall also be directed toward obtaining knowledge of the claimant's compliance or noncompliance with the Act, and the auditor shall perform the tasks specified in Section 6666 or 6667, whichever is appropriate.

The audit report shall include, with the financial statements for the fiscal year that is the subject of the audit, the corresponding amounts from the claimant's audited financial statements for the fiscal year prior to the year that is the subject of the audit.

The audit report shall include a certification of compliance with the Act. The certification shall take the form of a statement that the funds allocated to and received by the claimant pursuant to the Act were, with any exceptions specifically noted, expended in conformance with the applicable statutes, rules and regulations of the Act and the allocation instructions and resolutions of the transportation planning agency and, where applicable, the county transportation commission or metropolitan transit development board. An unqualified negative statement (e.g., "no violation of the law was brought to our attention") shall not be accepted. The certification may take the form of negative assurance, however, if it makes reference to the performance by the independent auditor of each of the tasks specified in Section 6666 or 6667."

NON-TRANSIT CLAIMANTS

As set forth in the California Code of Regulations, Section 6666: "In conducting the compliance portion of the audit specified in Section 6664 for a non-transit claimant, the independent auditor shall perform at least the following tasks:

- (a) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with those sections of the Act specifying the qualifying purposes, including Public Utilities Code Section 99402 for streets and road claimants and Section 99233.3 for claimants under that section for pedestrian and bicycle facilities and bicycle safety education programs.

- (b) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation instructions.
- (c) Determine whether interest earned on funds received by the claimant pursuant to the Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code Section 99301 and 99301.5.”

TRANSIT CLAIMANTS

As set forth in the California Code of Regulations, Section 6667: “In conducting the compliance portion of the audit specified in Section 6664 for an operator or transit service claimant, the independent auditor shall perform at least the following tasks:

- (a) Determine whether the claimant was an entity eligible to receive the funds allocated to it. This determination should be made with reference to the section of the Act under which the funds were allocated and the definitions in Article 1 of the Act.
- (b) Determine whether the claimant is maintaining its accounts and records on an enterprise fund basis and is otherwise in compliance with the uniform system of accounts and records adopted by the State Controller pursuant to Public Utilities Code Section 99243.
- (c) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with those sections of the Act specifying the qualifying purposes, including Public Utilities Code Sections 99262 and 92263 for operators receiving funds under Article 4, Sections 99275, 99275.5, and 99277 and 92278 for Article 4.5 claimants; and Section 99400 (c), (d) and (e) for Article 8 claimants for service provided under contract, and Section 99405(d) for transportation services provided by cities and counties with populations of less than 5,000.
- (d) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations and procedures of the transportation planning agency and in compliance with the allocation instructions and resolutions.
- (e) Determine whether interest earned on funds received by the claimant pursuant to the Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code Section 99301.
- (f) Verify the amount of the claimant's operating cost (as defined by Section 6611.1) for the fiscal year, the amount of fare revenues required to meet the ratios specified in Sections 6633.2, 6633.5 and 6633.9, and the amount of the sum of fare revenues and local support required to meet the ratios specified in Sections 6633.2 and 6633.9.
- (g) Verify the amount of the claimant's actual fare revenues (as defined by Section 6611.2 and by Public Utilities Code Section 99205.7) for the fiscal year.
- (h) Verify the amount of the claimant's actual local support (as defined by Section 6611.3) for the fiscal year.

- (i) Verify the maximum amount the claimant was eligible to receive under the Act during the fiscal year in accordance with Sections 6634 and 6649.
- (j) Verify, if applicable, the amount of the operator's expenditure limitation in accordance with Section 6633.1.
- (k) In the case of an operator, determine whether the operator's employee retirement system or private pension plan is in conformance with the provisions of Public Utilities Code Sections 99271, 99272 and 99273.
- (l) In the case of an operator, determine whether the operator has had a certification by the Department of the California Highway Patrol verifying that the operator is in compliance with section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (m) In the case of an operator, verify, if applicable, its State Transit Assistance eligibility pursuant to Public Utilities Code Section 99314.6 or 99314.7.
- (n) In the case of a claimant for community transit services, determine whether it is in compliance with Public Utilities Code Sections 99155 and 99155.5."

LOCAL TRANSPORTATION FUNDS

As directed in the California Code of Regulations, Section 6661: "The financial statements shall be prepared in accordance with the generally accepted accounting principles. The statements shall include, but not be limited to, (a) a balance sheet, (b) a statement of the revenues and expenditures during the fiscal year, (c) a statement of changes in the fund balance, and (d) supplementary schedules as necessary to list or identify (1) the net amounts allocated and the net amounts disbursed during the fiscal year for each of the allocation purposes specified in the Act, (2) any amounts included in the fund balance that are allocated or payable to or receivable from the state or any claimant or other entity, and (3) any interest or other income earned by investment of the fund during the fiscal year. In the financial statements, the Local Transportation Fund shall not be commingled with State Transit Assistance Fund, nor with Planning Subventions from the Transportation Planning and Development Account, nor with any other revenues or funds of the transportation planning agency or of any city, county, or other agency."

STATE TRANSIT ASSISTANCE FUND

As set forth in the California Code of Regulations, Section 6751: "The financial statements shall be prepared in accordance with generally accepted accounting principles. The statements shall include, but not be limited to (a) a balance sheet, (b) a statement of revenues and expenditures during the fiscal year, (c) a statement of changes in the fund balance, and (d) supplemental schedules as necessary to list or identify (1) the net amounts allocated and net amounts disbursed during the fiscal year for each of the allocation purposes specified in Sections 6730 and 6731, (2) any amounts included in the fund balance that are allocated or payable to or receivable from the state or a claimant or other entity, (3) any interest or other income earned by investment of the fund during the fiscal year, (4) any amounts included in the fund balance that are apportioned to an operator pursuant to Section 6721 and (5) any amounts that have been transferred or that have been received as a result of a transfer as authorized by Section 99313.1."

REGIONAL TRANSPORTATION PLANNING AGENCY (NCTC)

An audit report of the Nevada County Transportation Commission's fiscal and accounting records pursuant to Section 6505 and 26909 of the Government Code is requested: "The audit shall be performed in accordance with the Basic Audit Program and Reporting Guidelines for California Special Districts prescribed by the State Controller pursuant to Section 26909 of the Government Code and shall include a determination of compliance with the Act and the Administrative Rules and Regulations. In the financial statements of the Transportation Planning Agency, County Transportation Commission and Metropolitan Transit District Development Board, the Local Transportation Fund, the State Transit Assistance Fund, and other revenues or funds of any city, county or other agency shall not be commingled."

During the audit, a trial balance will be developed based on information in NCTC's Quick Books general ledger. As a result of the audit, adjusting journal entries, both those considered material and immaterial will be provided. The audit report will provide the Overall Work Program revenues and expenditures by funding source and schedules of allocations and expenditures.

FEDERAL FUNDS

1. The audits will be performed in accordance with the Single Audit Act of 1984, Public Law 98-502 (31 USC 7501-7), and amendments. In past years a single audit has not been required for federal expenditures in excess of \$750,000, 2 CFR 200.501(a), and none are anticipated at this time. However, if federal expenditures exceed \$750,000, the provisions of the Single Audit would apply.
2. The audits will determine compliance with all applicable federal and state laws and regulations, including but not limited to: (A) 2 CFR 200 Subpart E, Cost Principles, Special Considerations for States, Local Government and Indian Tribes; (B) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and (C) 48 CFR Part 31, , Contract Cost Principles and Procedures, which will be used to determine the allowability of individual items of costs.

6. NON-TDA AUDITS AND REPORTS

REGIONAL TRANSPORTATION MITIGATION FEE PROGRAM

An audit of the Regional Transportation Mitigation Fee Program is required to determine compliance with:

1. California Government Code Chapter 5, Fees for Development Projects, Section 66000 et. seq.
2. The Regional Transportation Mitigation Agreements between NCTC and the City of Grass Valley, the City of Nevada City, and the County of Nevada.
3. Grass Valley Ordinance 697, Nevada City Ordinance 2008-11, and the County of Nevada Resolution 08-479.

REGIONAL SURFACE TRANSPORTATION PROGRAM

An audit of the Regional Surface Transportation Program is required to determine compliance with:

1. California Streets and Highways Code Section 182.6.
2. Annual Federal Apportionment Exchange Agreement between NCTC and the State of California.

PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT FUND (PROPOSITION 1B FUND)

An audit of the PTMISEA is required to determine compliance with Senate Bill 88, Statutes of 2007.

7. PROPOSAL FORMAT

A qualifying proposal must address all of the following points, in the order shown below:

- A. **Introduction:** A brief description (maximum 3 pages) of the consultant's firm, including the year established, type of organization (partnership, corporation, etc.), and any variation in size over the last five years. Include a narrative showing understanding of the project requirements and a description of experience with similar projects.
- B. **Technical Approach:** Describe the overall approach and processes that will be used to meet the requirements described in the scope of work. Identify the types of information and data that will be needed to complete tasks.
- C. **Project Team:** A summary of the qualifications and experience of each principal and staff member proposed to work on the project. Include organizational chart showing the Project Manager and all project staff along with a matrix indicating the hours to be contributed by each. **Reassignment of and/or substitution of any member of the designated project team shall have prior approval by NCTC's Executive Director.**
- D. **Project Schedule and Costs:** The proposed project schedule and cost, including the hourly rate for principals and employees assigned to this project, and a summary of any other related costs that are to be billed directly. A detailed schedule of proposed costs should include yearly costs for the first three years and additional yearly costs for two potential one-year option years, to be awarded in NCTC's discretion via an amendment to the agreement. Cost proposals must also be submitted in the standard Caltrans **Exhibit 10-H Cost Proposal** (attached). **Include a Classification/Title and an Actual Hourly Rate for each person included in the project, and the hours allotted to them.** The schedule of proposed costs must match Exhibit 10-H.
- E. **Subconsultants:** That portion, if any, of the total project for which the firm will require the services of a subcontracting firm.
- F. **References:** A list of references for similar projects, including contact person, phone numbers, and the professional staff who performed the work.

8. PROPOSAL SUBMITTAL

Proposals are to be received at the NCTC office no later than **5:00 p.m. Friday, June 18, 2021**. The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the or consulting firm, and who may be contacted during the period of proposal evaluation. The letter

must also include a statement acknowledging that the consulting firm has reviewed and accepted **NCTC's Standard Agreement** (attached as Part A) with or without qualifications.

Email the proposal and attachments to Dale Sayles, Administrative Services Officer, dsayles@nccn.net. Deliver five (5) bound copies of the proposal and an electronic copy on Flash Drive to the Nevada County Transportation Commission, 101 Providence Mine Road, Suite 102, Nevada City, CA 95959. ***Late proposals will not be accepted.***

9. QUESTIONS

Questions regarding this RFP must be emailed by **5:00 p.m. Monday, June 7, 2021**. No response will be given to verbal questions. NCTC reserves the right to decline a response to any question if, in NCTC's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by NCTC, will be available on **Wednesday, June 9, 2021** on www.nctc.ca.gov.

Consultants may not contact members or employees of Nevada County Transportation Commission to discuss anything related to the proposal. Failure to comply with this requirement may cause the proposal to be denied without review.

10. SCHEDULE OF ACTIVITIES

ACTIVITIES	DATE
Distribute RFP	Wednesday, May 26, 2021
Proposals Due	Friday, June 18, 2021
Selection Committee Review of Proposals	M-F, June 21-25, 2021
Interviews if Needed	Wednesday, June 30, 2021
Consultant Selection	Friday, July 2, 2021
Scope of Work Finalized/Contract Execution	Wednesday, July 21, 2021
Consultant Work to Begin	TBD
Draft Audits for Circulation and Comment	Last Monday in November each year
Present Final Audits to NCTC	3 rd Wednesday in January each year

The proposed project schedule may be adjusted to meet the needs of NCTC or the consultant.

11. EVALUATION AND SELECTION PROCESS

PROPOSAL EVALUATION CRITERIA

A Selection Committee will perform an in-depth analysis of all proposals, carefully evaluating each one with the following criteria:

	Relative Weight/Maximum Points
1. Understanding of project requirements, issues, and challenges.	15
2. Approach to be followed and tasks to be performed, including detailed steps, resources required, and proposed project schedule.	20
3. Specialized experience and technical competence of personnel to be assigned to project.	20
4. Relative allocation of resources to key tasks, including the time and skills of personnel assigned to the task and the consultant's approach to managing resources and project output.	20

5.	Qualifications of the project leader and assurance of involvement in the project.	15
6.	Proposed cost to accomplish the RFP scope of work.	<u>10</u>
Total Points Possible		100

The Selection Committee may recommend selection of a consultant based on evaluation of the proposals, or may conduct interviews via zoom of those on the final short list of proposers. Evaluation of interviews will determine consultant selection.

During the interview, each consultant is expected to provide a 30-minute presentation, followed by a 15-minute question and answer period.

INTERVIEW EVALUATION CRITERIA

The Selection Committee will carefully evaluate the interview based on the following criteria:

		Relative Weight/Maximum Points
1.	Presentation by Consultant Team (Overview of Team and Approach to Scope)	25
2.	Responses to Q&A Session	<u>25</u>
Total Points Possible		50

The consultant will be selected by NCTC staff on or before **July 2, 2021** based on the Selection Committee evaluation process described above.

NCTC reserves the right to award a contract to the firm or individual that presents the proposal, which, in the sole judgment of the Commission, best accomplishes the desired results. Selected finalists may be asked to submit cost, technical, or other revisions to their proposals as may result from negotiations. It is recommended that all initial proposal should be submitted on the most favorable terms from both a service and cost perspective. NCTC reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful consultant.

The RFP does not commit NCTC to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. NCTC reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of NCTC and will be public record following selection and award of the contract.

12. PAYMENTS AND FINANCIAL CONDITIONS

At the time of contract negotiations, a payment schedule and amount will be agreed upon between NCTC and the consultant. Payment will be tied to the completion of the project.

NCTC will not provide financial assistance to the consultant beyond negotiated fees, but will collaborate with the consultant and give reasonable cooperation in the collection of information

and facilitation of meetings with appropriate agencies.

The contract that results from this Request for Proposal will specify a maximum cost. All applicable costs may be charged to the contract within the fixed price limit. Appropriate charges may include wages and salaries, overhead, travel, materials, and subcontractor costs.

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 is expected to receive payment by electronic deposit.

13. LIMITATIONS ON CONSULTANT

- A. All reports and pertinent data or materials are the sole property of NCTC and may not be used, reproduced or released in any form without the explicit, written permission of NCTC.
- B. Consultant should expect to have access only to the public reports and public files of local governmental agencies in preparing the proposal or reports. No compilation, tabulation, or analysis of data, definition of opinion, etc., should be anticipated by the consultant from the agencies, unless volunteered by a responsible official in those agencies.

14. CONFLICT OF INTEREST

No Consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this audit may have a past, ongoing, or potential involvement which could be deemed a conflict of interest under the Fair Political Practices Act or other law. During the term of this Agreement, the Consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with NCTC or in any way compromise the services to be performed under this Agreement. The Consultant will immediately notify NCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

15. EQUAL EMPLOYMENT OPPORTUNITY/TITLE VI COMPLIANCE

The Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR Part 21 through Appendix C and 23 CFR 710.405 (b).

- A. During the performance of contract, the 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, religion, national origin, physical disability, mental disability, medical condition, age or marital status.
- B. The 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. The 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), the California Fair Employment and Housing Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including the provisions of the 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 the contract by reference and made a part hereof as if set forth in full. The 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. Solicitations for Subcontractors, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiations made by the 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 the Consultant of the Consultant's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- E. Information and Reports: The Consultant shall provide all information and reports required by the 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 Regulations, orders and instructions. Where any information is required of the Consultant which is in the exclusive possession of another who fails or refuses to furnish this information, the 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.
- F. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of the contract, 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 the Consultant under the contract until the Consultant complies, and/or,
 2. Cancellation, termination or suspension of the contract, in whole or in part.
- G. Incorporation of Provisions: The Consultant shall include the provision of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The 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, the consultant may request that NCTC enter into such litigation to protect the interests

of NCTC. In addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

- H. Subcontracts: All subcontracts awarded shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21 through Appendix C and 23 CFR 710.405 (b) shall be made applicable by reference in all subcontracts.

16. CONTRACT ARRANGEMENTS

The Consultant is expected to execute a contract similar to the enclosed NCTC's Professional Services Agreement, which meets the requirements of Federal law and Federal regulations:

- A. Disadvantaged Business Enterprise (DBE) Program Considerations

The Agreement with the Consultant selected is subject to 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." Bidders who obtain DBE participation on the Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

DBE and other small businesses, as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The Consultant shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the Agreement shall contain all of the provisions of this section. NCTC also advises that participation of DBEs is not a condition of award.

The attached Exhibit 10-O1 from Chapter 10 of the Caltrans Local Assistance Procedures Manual entitled **Consultant Proposal DBE Commitment** must be signed and dated by the consultant submitting the proposal. Also, list a phone number in the space provided and print the name of the person to contact.

The attached Exhibit 10-O2 from Chapter 10 of the Caltrans Local Assistance Procedures Manual entitled **Consultant Contract DBE Commitment** must be signed and dated by the consultant submitting the proposal. Also, list a phone number in the space provided and print the name of the person to contact.

- B. Title VI of the Civil Rights Act of 1964:

The consulting firm and NCTC shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964 as amended and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

- C. Equal Employment Opportunity:

NCTC will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin, or disability. In addition, NCTC requires that any consulting firm hired to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin, or disability.

17. INSURANCE

The successful consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract. Evidence of annual renewal must be submitted during the contract period.

18. TERMINATION OF CONTRACT

Upon failure of performance by the other party, or at NCTC's convenience, either party may terminate the contract upon ten (10) days written notice to the other party. If the contract is to be terminated, the Consultant shall be paid the amount due for work properly completed and approved by NCTC, up to the date of the notice of termination, based on the actual costs to the Consultant attributable to the project, less any compensation to NCTC for damages suffered as a result of Consultant's failure to comply with the terms of the contract.

ATTACHMENTS

Part A – NCTC Standard Agreement
Exhibit 10-H
Exhibit 10-O1
Exhibit 10-O2

CONTACT PERSON

Dale Sayles
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959
Phone: (530) 265-3202
Fax: (530) 265-3260
dsayles@nccn.net

NEVADA COUNTY TRANSPORTATION COMMISSION

Submitted By:

Kenneth H. Pun, CPA, CGMA

Managing Partner
2121 North California Blvd., Suite 290
Walnut Creek, CA 94596
(949) 777-8801 | ken.pun@pungroup.com

June 18, 2021

PROPOSAL

Fiscal and Compliance Audits





Kenneth H. Pun, CPA, CGMA
Founder & Managing Partner

WHY CHOOSE THE PUN GROUP LLP?

“ The Pun Group’s most valuable asset is our people, they and their deep experience drive our every interaction with clients. ”

- Big firm expertise, small firm values
- Personal attention meets technical expertise
- A unique firm culture
- Innovation embraced
- Achievable plans to move your organization forward

The Pun Group LLP is recognized for its professionalism, integrity, and providing clients with practical solutions unique to their circumstances and issues. You will receive a superior level of service and a quality audit.

Thank You!

Thank you for allowing us to submit our qualifications to provide you with
Fiscal and Compliance Audit Services.

The Pun Group LLP
Certified Public Accountants and Business Advisors

June 18, 2021

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

Dear Ms. Sayles:

On behalf of The Pun Group LLP, we are pleased to present our qualifications and proposed audit plan for the Nevada County Transportation Commission (the "NCTC") according to your Request for Proposals for Fiscal and Compliance Audit Services for Fiscal Years Ending June 30, 2021, June 30, 2022, and June 30, 2023, with an option of two one-year extensions.

The Pun Group ^{LLP} (the "Firm") has the knowledge and experience necessary to become the NCTC's next public accounting firm, and the work plan to ensure a smooth audit process. This letter is an acknowledgment of the Firm's understanding of the work to be performed. We are offering our commitment to deliver all of the required work, complete the audit, and issue the necessary auditor's reports within the periods outlined by the NCTC.

The Pun Group is the right choice for the Nevada County Transportation Commission because:



We Understand the Demographics and Your Needs. The Pun Group is reputable for its government and nonprofit practice in California. Currently, we provide services to transportation agencies such as the San Diego Metropolitan Transit System, Shasta Regional Transportation Agency, Gold Coast Transit District, Imperial County Transportation Commission, and the North County Transit District. Also, we would like to point out the San Diego Metropolitan Transit System has been a client of the Firm and its predecessor Firm for over fifteen years.

For this particular engagement, The Pun Group ^{LLP} will deploy an experienced team with an extensive "on-site" partner presence throughout the entire project. Our professionals will count on their experience with numerous financial and compliance audits as well as agreed-upon procedures, like for example, the criteria specified in the National Transit Database ("NTD") Federal Transit Administration ("FTA") Annual Reporting Manual; Transportation Development Act ("TDA"); Proposition 1B; Measure A, and others.



Recognized Leader in the Governmental Industry. We are a small national Firm with licenses in the States of California, Arizona, and Nevada and a proven leader in professional services to the government sector. All key engagement team professionals are licensed to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits. The partners and all employees proposed to perform the requested services do not have a record of substandard audit work nor have any outstanding claim of substandard practice or unsatisfactory performance pending with the State Board of Accountancy or other professional organizations. In addition, we are members of the national AICPA Audit Quality Center.

We strongly believe that part of our success is credited to our professionals' participation with various industry-leading organizations. Such affiliations are critical to addressing emerging accounting and auditing issues within the industry environment.

The Firm is the recipient of several awards, including the *SARC's Award for Excellence in Knowledge, Value, and Overall Client Satisfaction* (2020). This particular award results from positive feedback from our clients in an independent survey, demonstrating our Firm's highest commitment to Federal standards, quality, and client satisfaction.



Award for Excellence
Recipient

Nevada County Transportation Commission



You'll Work with a Team that Embraces Innovation and Continuous Improvement. Our Firm is committed to continuous improvement as it relates to service delivery. We embrace innovation and identify areas of technological enhancements in our audit and project management approaches. For example:

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called Suralink. Suralink's dynamic request list is integrated with our secure file hosting system for seamless document-request coordination, including the upload of large-size files. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. In addition, Suralink's dashboard allows you to visualize the process of the document-request fulfillment.

AI Auditor. The Pun Group leverages the technology and research tools required to provide excellent services to its clients. With the usage of Artificial Intelligence (AI) technology, the Firm is capable of issuing all reports requested faster than other audit firms, without exposing the NCTC to unnecessary risks.

Remote Auditing Capability. Remote working arrangements have suddenly become the "new normal" in these trying times. Our Firm has deployed top-notch technology and fully transitioned to "remote auditing," offering our clients the quality services they deserve while being fully "remote" or operating in a "hybrid" schedule. "On-site" audits are still the Firm's preferred method, and we'll continue to offer and promote those as well.



Knowledge is Shared with You. As part of our pledge to keep you updated on new technical accounting and financial issues, we implemented our 2021 *Virtual* Government Accounting Conference, which qualifies for up to 15 hours of CPE – nearly double of what other firms offer. These online sessions are free of charge and part of the service package provided to you. More details and dates can be found on the "*Client Training Webinars*" topic under this proposal.

The Pun Group is proud of its inclusive values and is an avid promoter of equality and diversity. The Firm is an equal opportunity employer and complies with all federal and state hiring requirements. We're proud of supporting affirmative-action philosophies and work hard to provide opportunities for self-enhancement to members of disadvantaged groups.

This proposal is a firm and irrevocable offer valid for 120 days from the date of submission. We also acknowledge the receipt of Addendum #1, dated June 08, 2021.

The Firm would like to acknowledge it has reviewed and accepted NCTC's Standard Agreement without qualifications nor proposed changes.

Finally, we would like to emphasize one additional point: **We want to earn your trust and your business!** We are confident that the energetic and experienced team we have assembled is the right one for the NCTC.

Our commitment to serving the Nevada County Transportation Commission cannot be adequately conveyed in a letter, and I look forward to continuing the discussion with you. I'm assigned as your primary contact for contract negotiations and stand steadfast to serve as your engagement partner. I'm also authorized to legally bind the Firm. Should you have any questions or wish to discuss this proposal, please do not hesitate to contact me at (949) 777-8801 or by email at ken.pun@pungroup.com.

Sincerely,

Kenneth H. Pun, CPA, CGMA | Partner | The Pun Group LLP
2121 North California Blvd., Suite 290, Walnut Creek, CA 94596

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The Pun Group Wins 2021 “Best of Accounting” Award



The Pun Group is proud to have won 2021's Best of Accounting® award from ClearlyRated. ClearlyRated recognizes the best in staffing, accounting, and other professional services by recording Net Promoter Scores® (NPS) and reviews to measure client satisfaction.

This award is unique in the U.S. and Canada because it is the only accolade that relies solely on ratings submitted from third-party validated survey responses. Firms that receive a ClearlyRated award are recognized as “leading their industry through their ongoing commitment to service excellence.” The Pun Group received a positive 75% NPS, reflecting an exceptionally loyal and satisfied audience.

Our firm excelled in five key areas: Responsiveness, Quality, Value, Needs Understanding, and Proactive Approach.

About ClearlyRated

Rooted in satisfaction research for professional service firms, ClearlyRated utilizes a Net Promoter® Score survey program to help professional service firms measure their service experience, build an online reputation, and differentiate on service quality.

“

“The Pun Group has always provided exceptional service. They are always there to answer any questions we have throughout the year.”

Kathleen J.

“

“In all these years they have been wonderful to work with and responsive.”

Graciela S.

“

“The Pun Group returns our calls promptly, provides responses to our questions because they have a thorough understanding of our needs and of the District, and are proactive in their approach to helping us. Also, the majority of the Board really likes that Ken Pun himself comes and presents the audit to them.”

State & Local Client

“

“I really appreciate in such a difficult time, The Pun Group continually provides valuable webinars, not only to extend our knowledge but also to provide us the updated status. Thank you!”

Anonymous Client

Introduction

About the Firm

The Pun Group LLP, Certified Public Accountants, and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm comprised of forty-five professionals providing auditing, accounting, and advisory services to our clients. Our Governmental Division consists of forty full-time individuals. The Firm is not a wholly-owned subsidiary of a parent company.

The Firm is an Equal Opportunity Employer and complies with all Federal and State hiring requirements.

The Firm has become one of the “Top Accounting Firms” in Orange County according to the Orange County Business Journal and is also on the list of CalCPA Top 150 firms.

The combination of our hands-on experience and practical knowledge exercised by our audit professionals makes the Firm unique in our field. Our technical expertise and thorough understanding of current regulations and issues—along with the Firm’s commitment to hard work, integrity, and teamwork on every engagement—enable us to help our clients succeed.

Our Partners’ Group—which includes Kenneth Pun, Coley Delaney, Kenneth Macias, Vanessa Burke, John Georger Jr., Gary Caporicci, and Frances Kuo — provides auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than two hundred years of combined experience in the industry, we have become a trusted business partner and are well-respected as leaders in the industry in one of the fastest-growing firms. With nearly one hundred government and not-for-profit audit clients, our Partners have a real passion for the industry and believe we are unmatched regarding our municipal experience. The firm also meets professional standards generally accepted in the United States of America and the standards applicable to financial audits contained in ‘Government Auditing Standards’ issued by the Comptroller General of the United States.

The Firm’s headquarters are located in Orange County, California, with four branches in San Diego, Walnut Creek/Sacramento (California), Las Vegas (Nevada), and Phoenix (Arizona).

Our Walnut Creek office, located at 2121 North California Blvd., Suite 290, Walnut Creek, CA 94596, will perform the requested services for the NCTC. However, we may assign additional staff from our other offices to the engagement at no extra cost to the NCTC. No subcontractors will be used in this engagement.

Global Capabilities

The Pun Group LLP is an independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connecting its member firms to providers and global networks of accounting firms worldwide.

OUR FIRM AT A GLANCE



45 full-time auditing, accounting, tax and advisory professionals



One of the fastest growing firms serving California, Nevada and Arizona



Client retention rate:
90 – 95%



5 offices across
3 states



OUR AFFILIATIONS



Nevada County Transportation Commission

Full-Time Government Auditors

As full-time government auditors, we understand that governmental entities do not operate independently but in an increasingly complex web of local, state, and federal relationships. We know how these relationships work, what they mean at the local level, and how every public organization's focus on resource management is critical to success.

Also, while many accounting Firms can provide services, not all can build an excellent working relationship with their clients. The Pun Group LLP prides itself on developing lasting, personal relationships with our clients. Our hands-on partner involvement and low personnel turnover are crucial tools to our success and highly beneficial to the NCTC.

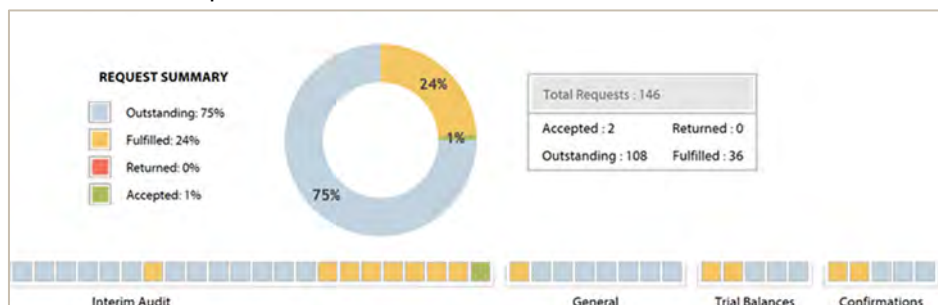
Local Office's Information Technology (IT) Audit Capabilities

The Pun Group LLP continues our efforts to invest in our IT system to enhance our security further and promote audit efficiency.

Top security for your data is the key to our success. When we have your data virtualized, our Firm takes all the preventive steps to avoid putting your information at risk. Our In-House IT administrator maintains our server to ensure our IT environment is continuously updated with the latest security fixes. Through VPN and Microsoft Remote Desktop, our In-House network administrator can lockdown files and system access from a single point, limiting the ability for remote sites to take data from our server.

Access to systems from anywhere and anytime. With more mobility being the norm rather than the exception, our engagement team needs robust access to the engagement files when they are working in your office. Accounting and Auditing Software applications are installed in our "Private" server and can be securely accessed through VPN and Microsoft Remote Desktop. The Firm uses CCH ProSystem fx® Engagement for audit documentation, which allows real-time synchronization of the work papers and instant collaboration quality control review.

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called *Suralink*. *Suralink*'s dynamic request list is integrated with our secure file hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. As a client, you no longer have to manually maintain a spreadsheet amongst several people, only to repeat the process in a day or two. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The *Suralink* dashboard, as shown below, allows you to visualize the process of the document-request fulfillment.



BIG FIRM EXPERTISE. SMALL FIRM VALUES.

Our professional backgrounds at major national firms showed us how to solve complicated business and accounting challenges, but the sense of personal connection was missing.

We launched The Pun Group because we believe every client deserves to work with experienced business advisors and CPAs who have the time – and take the time – to create an authentic connection. Every client is our top priority!



A UNIQUE CULTURE.

"Personalization" is not just a buzzword – it's part of our firm's culture. We take a personal approach to everything we do. We collaborate with our clients, so they're always part of the process. We listen to our staff to make sure they have the right support and resources to do a great job. Getting to know others and discovering how we can serve them better is not just a sign of good business practices; it's a sign of good people.



INNOVATION EMBRACED.

New ideas keep you ahead of the game. From leveraging the value of emerging technologies to further refining trusted processes, we adopt proven solutions to meet your needs.



WHERE YOU GO, WE GO. WHERE YOU GROW, WE GROW.

Our success is defined by how you achieve yours. Partner with accomplished accounting and financial professionals who are laser-focused on taking your business to the next level.

Nevada County Transportation Commission

Overview of the Proposal

The Nevada County Transportation Commission is requesting the Firm to perform fiscal and compliance audits of agencies, funds, and claimants, which must be completed and submitted to NCTC and the State of California Controller's Office by December 31 of each applicable year or earlier if indicated by statute.

In response to the NCTC, the Firm is proposing to perform the following tasks:

- Prepare an annual report of the financial transactions of NCTC in accordance with PUC Sections 99406, California Code of Regulations Section 6660, and notifications from the State Controller's office.
- Be available throughout the year to respond to financial questions that could impact the audit without incurring additional charges.

Detailed discussion on the scope of work can be found in the next section, *"Technical Approach"* of this proposal.

The audits are to be completed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- California Code of Regulations (CCR) pertaining to Transportation Development Act (TDA) audits, such as Section 99245 of the Public Utilities Code and Sections 6661, 6662, 6663, 6664, 6666, 6667, and 6751 (Title 21, Chapter 3, Subchapters 2 and 2.5);
- Government Auditing Standards issued by the Comptroller General of the United States;
- Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) per the Office of Management & Budget (OMB);
- California State Controller's Office, California Local Agencies Internal Control Guidelines (see Assembly Bill No. 804, 9/27/17).

Experience with Similar Projects

As discussed in our introduction letter, the assigned engagement team will count on their experience with numerous financial and compliance audits as well as agreed-upon procedures to deliver the requested services to the NCTC. Our team is extremely experienced with the following:

- National Transit Database ("NTD")
- Federal Transit Administration ("FTA")
- Local Transportation Fund ("LTF")
- State Transit Assistance Fund ("STAF")
- State of Good Repair ("SGR")
- Low Carbon Transit Operations Program Accounts ("LCTOP")
- Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA)
- Proposition 1B
- State of California Transportation Development Act ("TDA") including the requirements of the Southern California Association of Governments' Transportation Development Act Conformance Auditing Guide
- Special District, Transit District Reporting and Transportation Reporting Requirements, as specified by the California State Controller
- Sales Tax Measures
- Debt Compliance/Bond Debt

We have conducted financial, and compliance audits to transportation clients, such as:

• Big Bear City Airport District	• Culver City Bus Lines
• GTrans (Gardena Municipal Bus Lines)	• Gold Coast Transit
• Imperial County Local Transportation Authority	• North County Transit District
• San Diego Metropolitan Transit System	• Shasta Regional Transportation Authority
• SunLine Transit Agency	• Ventura County Transportation Commission

Technical Approach

Scope of Work

To deliver the services requested by the NCTC, the Firm will perform the following:

- ✓ Perform fiscal and compliance audits of the following agencies, funds, and claimants:
 - Town of Truckee, Local Transportation Fund 6317-000-5805.
 - Pedestrian and Bicycle Fund, Local Transportation Fund 6317-000-5806.
 - County of Nevada, Local Transportation Fund 6317-000-5807.
 - City of Grass Valley, Local Transportation Fund 6317-000-5808.
 - City of Nevada City, Local Transportation Fund 6317-000-5809.
 - Consolidated Transportation Services, Local Transportation Fund 6317-000- 5810 (Nevada County Transit Services, Gold Country Stage, Town of Truckee).
 - Public Transportation Modernization, Improvement, and Service Enhancement Account Fund (Proposition 1B) Fund 6318 (NCTC, Nevada County and Town of Truckee).
 - Nevada County Transportation Commission Planning and Administration, Local Transportation Fund 6327.
 - Regional Transportation Mitigation Fee Program Fund 6328.
 - State Transit Assistance Fund 6357.
 - Regional Surface Transportation Program Fund 6492.
 - SB 1, State of Good Repair Funds.
- ✓ Perform sufficient examination of the financial transactions, accounts, reports, and supporting documentation of the claimants, agencies, and funds as described above to determine whether:
 - The costs incurred are fairly presented in accordance with generally accepted accounting principles and the requirements of the Transportation Development Act (Act) and the California Code of Regulations, and the allocation instructions of NCTC.
 - The Local Transportation Fund and the State Transit Assistance Fund are accounted for in accordance with the Transportation Development Act and the California Code of Regulations.
 - The State Rural Planning Assistance Funds and any federally funded programs are accounted for in compliance with applicable federal and state laws and regulations relating to the use of those funds.
 - The claimants and NCTC are in compliance with the requirements of the Transportation Development Act (Act), the California Code of Regulations, and as applicable, the requirements of 2 CFR 200 Subpart E, Cost Principles, Special Considerations for States, Local Government, and Indian Tribes for federally funded projects.
 - The Regional Transportation Mitigation Fee Program is accounted for in compliance with California Government Code Chapter 5, Fees for Development Projects, Section 66000 et. seq. and applicable agreements, resolutions, and ordinances, and is fairly presented in accordance with generally accepted accounting principles.
 - The Regional Surface Transportation Program is accounted for in compliance with California Streets and Highways Code Section 182.6, and the annual Federal Apportionment Exchange Agreement between NCTC and the State of California and is fairly presented in accordance with generally accepted accounting principles.
 - The Public Transportation Modernization, Improvement, and Service Enhancement Account Fund (Proposition 1B) is accounted for in compliance with Senate Bill 88, Statutes of 2007 and any amendments, and allocated under the State Transit Assistance pursuant to PUC Section 99313 and/or 99314.
 - Funds received through the State Transit Assistance Program that is attributable to subdivision (a) of Section 11053 of the Revenue and Taxation Code have been expended in conformance with the requirements of Public Utilities Code Section 99312.1.

Nevada County Transportation Commission

Important Additional Information Regarding the Scope of Work

TDA Audits and Reports

In regards to TDA auditing procedures and reports, the audit report will include, with the financial statements for the fiscal year that is the subject of the audit, the corresponding amounts from the claimant's audited financial statements for the fiscal year prior to the year that is the subject of the audit.

The audit report will include a certification of compliance with the Transportation Development Act. The certification will take the form of a statement that the funds allocated to and received by the claimant pursuant to the Act were, with any exceptions specifically noted, expended in conformance with the applicable statutes, rules, and regulations of the Act and the allocation instructions and resolutions of the transportation planning agency and, where applicable, the county transportation commission or metropolitan transit development board.

We understand an unqualified negative statement (e.g., "no violation of the law was brought to our attention") will not be accepted. We also understand the certification may take the form of negative assurance if it makes reference to the performance by the independent auditor of each of the tasks specified in Section 6666 or 6667.

The following will be performed:

Non-Transit Claimants	<ul style="list-style-type: none">✓ Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with those sections of the Act specifying the qualifying purposes, including Public Utilities Code Section 99402 for streets and road claimants and Section 99233.3 for claimants under that section for pedestrian and bicycle facilities and bicycle safety education programs.✓ Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation instructions.✓ Determine whether interest earned on funds received by the claimant pursuant to the Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code Section 99301 and 99301.5."
Transit Claimants	<ul style="list-style-type: none">✓ Determine whether the claimant was an entity eligible to receive the funds allocated to it. This determination should be made with reference to the section of the Act under which the funds were allocated and the definitions in Article 1 of the Act.✓ Determine whether the claimant is maintaining its accounts and records on an enterprise fund basis and is otherwise in compliance with the Uniform System of accounts and records adopted by the State Controller pursuant to Public Utilities Code Section 99243.✓ Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with those sections of the Act specifying the qualifying purposes, including Public Utilities Code Sections 99262 and 99263 for operators receiving funds under Article 4, Sections 99275, 99275.5, and 99277 and 99278 for Article 4.5 claimants; and Section 99400 (c), (d) and (e) for Article 8 claimants for service provided under contract, and Section 99405(d) for transportation services provided by cities and counties with populations of less than 5,000.✓ Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations, and

Nevada County Transportation Commission

Transit Claimants (Continued)	<p>procedures of the transportation planning agency and in compliance with the allocation instructions and resolutions.</p> <ul style="list-style-type: none"> ✓ Determine whether interest earned on funds received by the claimant pursuant to the Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code Section 99301. ✓ Verify the amount of the claimant's operating cost (as defined by Section 6611.1) for the fiscal year, the amount of fare revenues required to meet the ratios specified in Sections 6633.2, 6633.5, and 6633.9, and the amount of the sum of fare revenues and local support required to meet the ratios specified in Sections 6633.2 and 6633.9. ✓ Verify the amount of the claimant's actual fare revenues (as defined by Section 6611.2 and by Public Utilities Code Section 99205.7) for the fiscal year. ✓ Verify the amount of the claimant's actual local support (as defined by Section 6611.3) for the fiscal year. ✓ Verify the maximum amount the claimant was eligible to receive under the Act during the fiscal year in accordance with Sections 6634 and 6649. ✓ Verify, if applicable, the amount of the operator's expenditure limitation in accordance with Section 6633.1. ✓ In the case of an operator, determine whether the operator's employee retirement system or private pension plan is in conformance with the provisions of Public Utilities Code Sections 99271, 99272, and 99273. ✓ In the case of an operator, determine whether the operator has had a certification by the Department of the California Highway Patrol verifying that the operator is in compliance with section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251. ✓ In the case of an operator, verify, if applicable, its State Transit Assistance eligibility pursuant to Public Utilities Code Section 99314.6 or 99314.7. ✓ In the case of a claimant for community transit services, determine whether it is in compliance with Public Utilities Code Sections 99155 and 99155.5."
Local Transportation Funds	<p>Prepare a financial statement in accordance with the generally accepted accounting principles. The statements will include, but not be limited to, (a) a balance sheet, (b) a statement of the revenues and expenditures during the fiscal year, (c) a statement of changes in the fund balance, and (d) supplementary schedules as necessary to list or identify (1) the net amounts allocated and the net amounts disbursed during the fiscal year for each of the allocation purposes specified in the Act, (2) any amounts included in the fund balance that are allocated or payable to or receivable from the state or any claimant or other entity, and (3) any interest or other income earned by the investment of the fund during the fiscal year. In the financial statements, the Local Transportation Fund shall not be commingled with State Transit Assistance Fund, nor with Planning Subventions from the Transportation Planning and Development Account, nor with any other revenues or funds of the transportation planning agency or of any city, county, or other agency."</p>
State Transit Assistance Fund	<p>Prepare a financial statement in accordance with generally accepted accounting principles. The statements will include, but not be limited to (a) a balance sheet, (b) a statement of revenues and expenditures during the fiscal year, (c) a statement of changes in the fund balance, and (d) supplemental schedules as necessary to list or identify (1) the net amounts allocated and net amounts disbursed during the fiscal year</p>

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	for each of the allocation purposes specified in Sections 6730 and 6731, (2) any amounts included in the fund balance that are allocated or payable to or receivable from the state or a claimant or other entity, (3) any interest or other income earned by the investment of the fund during the fiscal year, (4) any amounts included in the fund balance that is apportioned to an operator pursuant to Section 6721 and (5) any amounts that have been transferred or that have been received as a result of a transfer as authorized by Section 99313.1.”
Regional Transportation Planning Agency (NCTC)	<p>Prepare an audit report in accordance with the Basic Audit Program and Reporting Guidelines for California Special Districts prescribed by the State Controller pursuant to Section 26909 of the Government Code and shall include a determination of compliance with the Act and the Administrative Rules and Regulations. In the financial statements of the Transportation Planning Agency, County Transportation Commission and Metropolitan Transit District Development Board, the Local Transportation Fund, the State Transit Assistance Fund, and other revenues or funds of any city, county, or other agency shall not be commingled.”</p> <p>During the audit, a trial balance will be developed based on information in NCTC's Quick Books general ledger. As a result of the audit, adjusting journal entries, both those considered material and immaterial, will be provided. The audit report will provide the Overall Work Program revenues and expenditures by funding source and schedules of allocations and expenditures.</p>
Federal Funds	<p>Perform audits in accordance with the Single Audit Act of 1984, Public Law 98-502 (31 USC 7501-7), and amendments. In past years a single audit has not been required for federal expenditures in excess of \$750,000, 2 CFR 200.501(a), and none are anticipated at this time. However, if federal expenditures exceed \$750,000, the provisions of the Single Audit would apply.</p> <p>The audits will determine compliance with all applicable federal and state laws and regulations, including but not limited to: (A) 2 CFR 200 Subpart E, Cost Principles, Special Considerations for States, Local Government, and Indian Tribes; (B) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and (C) 48 CFR Part 31, Contract Cost Principles and Procedures, which will be used to determine the allowability of individual items of costs.</p>

Non-TDA Audits Reports

The following will be performed:

Regional Transportation Mitigation Fee Program	<p>Perform an audit of the Regional Transportation Mitigation Fee Program to determine compliance with:</p> <ul style="list-style-type: none"> California Government Code Chapter 5, Fees for Development Projects, Section 66000 et. seq. The Regional Transportation Mitigation Agreements between NCTC and the City of Grass Valley, the City of Nevada City, and the County of Nevada. Grass Valley Ordinance 697, Nevada City Ordinance 2008-11, and the County of Nevada Resolution 08-479.
Regional Surface Transportation Program	<p>Perform an audit of the Regional Surface Transportation Program to determine compliance with:</p> <ul style="list-style-type: none"> California Streets and Highways Code Section 182.6. Annual Federal Apportionment Exchange Agreement between NCTC and the State of California.

Nevada County Transportation Commission

Public Transportation Modernization Improvement and Service Enhancement Account Fund (Prop 1B)	Perform an audit of the PTMISEA to determine compliance with Senate Bill 88, Statutes of 2007.
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Timeline of Deliverables*: Draft audits for circulation and comments will be delivered by the last Monday in November each year; presentation of final auditing reports to the NCTC will be performed during the third Wednesday in January each year.

Attendance at Meetings and Hearings: The engagement team will participate in as many meetings with staff as needed to perform the work scope tasks, present the audit plan prior to beginning fieldwork, and discuss the draft audit reports.

Supplemental Reports, Audits, or Agreed-Upon Procedures: Other services, such as agreed-upon procedures, may be deemed necessary. These services will be performed at agreed-upon rates and will be added in a written agreement before commencing audit work. The Firm and the Nevada County Transportation Commission will discuss and approve the scope and associated costs of these tasks.

Advice and Consultation: Will be provided throughout the year on matters relating to accounting and financial reporting. Such services do not include any task that entails significant research or a formal report.

Report of all Irregularities and Illegal Acts: The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal actions of which we may become aware.

The engagement team will also make all communications to the NCTC required by the audit standards under which the engagement is performed. Those communications include, but are not limited to:

- a) The auditor's responsibility under generally accepted auditing standards.
- b) Significant accounting policies.
- c) Management judgment and accounting estimates.
- d) Significant audit adjustments.
- e) Other information in documents containing audited financial statements.
- f) Disagreements with management.
- g) Management consultation with other accountants.
- h) Major issues discussed with management prior to retention.
- i) Difficulties encountered in performing the audit.

Working Paper Retention and Access to Working Papers: The Firm will retain, at its own expense, all working papers and reports for a minimum of seven (7) years, unless the Nevada County Transportation Commission notifies the Firm in writing of the need to extend the retention period. The Firm will make working papers available to the NCTC and/or their designees. We understand the NCTC would like to receive working paper data on an annual basis.

Also, we will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

**Above suggested timeline may be adjusted to meet the needs of NCTC.*

Nevada County Transportation Commission

Methodology and Segmentation of Engagement

The Firm's audit approach consists of six phases: Engagement Acceptance and General Planning, Planning and Internal Control Evaluation, Fieldwork, Post Fieldwork, Report Preparation and Review, and Final Production.



Benefits

- Client tailored approach emphasizing careful planning, open communication, proper assignment of responsibilities
- An efficient and effective audit, so disruption to office operations is kept to a minimum
- Offer beneficial observations and recommendation about policies and procedures for accounting and operating controls
- Opportunities to make operations more efficient and reduce costs
- Provide advisory services so recommendations can be implemented
- Meet objectives at no additional cost

- 1. Engagement Acceptance and General Planning:** The engagement partner and manager will meet with NCTC's management to obtain an update on current NCTC policies and procedures, help identify risk areas and new operations, and establish any specific requirements they may have. Our team will work on the identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement.
- 2. Planning and Internal Control Evaluation:** The engagement team, including the engagement partner, will assess accounting policies adopted by the NCTC in order to obtain an understanding of its structure and its operating environment. Also, our team will review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal controls, perform preliminary analytical procedures, develop initial risk assessment, evaluate Single Audit compliance, identify any audit issues, and prepare confirmation correspondence. The engagement team and NCTC's Management will establish expectations, including responsibilities and assignments for the year-end fieldwork, and will hold a progress status meeting at the end of the interim phase.
- 3. Fieldwork:** The engagement team, including the engagement partner, will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform data analysis using our AI tools, search for unrecorded liabilities, perform substantial analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The engagement team and NCTC's Management will hold an exit conference at year-end. Periodic update meetings will be held to communicate audit progress to management.
- 4. Post Fieldwork:** During the phase, the engagement team, including the engagement partner, will review all documents and evaluate commitments and contingencies. The team will perform an assessment of the going concern and jointly plan for the next steps.
- 5. Report Preparation and Review:** The Firm will review and prepare audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. Any comments will be recorded in a letter to management. At the NCTC's request, the engagement partner and manager will present the audit to NCTC's Management and other governing bodies.
- 6. Final Production:** The final phase of our approach entails obtaining the management representation letter and final financial statement report, which may include a final presentation to the NCTC's Management and other governing bodies (if applicable).

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal circumstances within the NCTC causes delays in the audit.

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Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement

The Pun Group ^{LLP} understands that the NCTC is not only looking to employ our auditing services but is also seeking to receive value within that professional relationship. We believe that our value derives from the in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize “employ” because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the NCTC and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature from various government entities and cities to develop a practical plan for all major areas.

Estimated Total Hours*:

	Partner(s)	Manager(s)	Senior(s)	Staff	Clerical	Total
Engagement Acceptance & General Planning	2	2	6	8	0	18
Planning & Internal Control Evaluation	2	4	8	12	0	27
Fieldwork	12	18	42	60	2	134
Post Fieldwork	8	12	28	40	2	90
Report Preparation & Review	12	18	42	60	2	134
Final Production	4	6	14	20	1	45
Total*	40	60	140	200	8	448

*Does not include CPE hours related to Governmental Webinars and/or optional services.

Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement

In our audit approach, random and statistical sampling is used in conjunction with our skilled judgment and knowledge of each situation. When designing an audit sample, our auditors consider the purpose of the audit procedure and the characteristics of the population from which the sample will be drawn. We determine a sample size sufficient to reduce sampling risk to an acceptably low level and select items for such a task in a way that we can reasonably expect it to be representative of the relevant sample and likely to provide the auditor with a reasonable basis for conclusions about the population.

Enhancing Auditing Quality with Artificial Intelligence

There are plenty of challenges with established audit practices. Outdated CAAT tools, sampling practices, and the explosive growth of big data are some of the examples, and they all present significant barriers to detecting anomalies, intentional or otherwise, in financial data. The Pun Group deploys a comprehensive, risk-based approach, complemented by using MindBridge™'s Artificial Intelligence Platform, to conduct our audit. Through this tool, we can seamlessly analyze thousands and thousands of financial and operating data and records, **identifying and cataloging significant risks in mere seconds.**



The *AI Auditor* platform works by our side, augmenting our capacity to detect errors or fraud in the collected data not only by analyzing the entire set but by cross-correlating dozens of testing criteria against pre-established data points, and presenting us with a view of every user, vendor, and transaction, by risk. All of this within moments of ingesting analyzed data, which is something standard audit procedures simply cannot accomplish.

We utilize these tools to allow our audit team to increase efficiency in the audit process, to enhance the existing quality of our work, to provide directed testing in areas subject to the highest risk, and to quickly assimilate large amounts of data your staff would typically be asked to gather. The tools also help us to meet our professional requirements regarding fraud and internal control, allowing us to:

- ✓ Run Benford's analysis to check for fraud in transactions.
- ✓ Increase the value of audit findings with complete, 100% data coverage.
- ✓ Isolate risk and control issues before they impact your operations.
- ✓ Improve productivity by automating procedures and eliminating manual tasks.
- ✓ Conduct more direct, efficient, and effective audits to improve overall service quality.

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Our engagement team easily imports data in a secure environment from the NCTC's financial software and extracts useful data for testing and analytical procedures particular to the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes

Type and Extent of Analytical Procedures to be used in the Engagement

Analytical procedures are one of many financial audit processes that help an auditor understand the client's operation and changes in the environment and identify potential risk areas to plan other audit procedures. Such procedures include a comparison of financial information on prior periods, budget, forecast, and industry benchmark. We use trend and ratio analysis to identify any uncertain or unusual events. To perform these analyses, our Firm surveys cities and counties and develops benchmarks on specific vital financial indicators, such as the cost of services to tax revenues ratios, average general fund balance, capital assets, debt-to-capital, general fund unassigned fund balance to total general fund expenditures, etc. Our engagement members have extensive experience in successfully implanting analytical procedures to the NCTC's benefit.

Our analytical procedures process is performed during three stages of audit: (a) at the start, (b) in the middle, and (c) at the end. These three stages are risk assessment procedures, substantive analytical procedures, and final analytical procedures:

- **Risk assessment procedures** are used to assist the auditor in understanding the business better and to plan the nature, timing, and extent of audit procedures.
- **Substantive analytical procedures** are used to obtain evidential matters about particular assertions related to the account balances or classes of transactions. During the interim phase, our engagement team will set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This process allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.
- **Final analytical procedures** are used as an overall review of the financial information in the last review stage of the audit. The Engagement Partner(s) and Manager(s) will perform a high-level analytical analysis of the financial information, comparing its data both quantitatively and qualitatively to ensure the amounts are fairly presented in all material respect in the financial statements.

Approach to be Taken to Gain and Document an Understanding of the Internal Control Structure

Audit risk assessment is established by an internal control review, combined with the engagement team's understanding of the NCTC's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the NCTC's processes and identify any control deficiencies. These diagnostic review procedures allow the engagement team to assess the NCTC's systems and controls and to provide constructive feedback to management.

During our initial planning phase of the audit, our engagement team, including the engagement Partner and Manager, will obtain an understanding of the entity and its environment. It is an essential aspect of performing an audit under generally accepted auditing standards. That understanding establishes a frame of reference within which the auditor plans the procedures and exercises professional judgment about assessing risks of material misstatement of the financial statements and responding to those risks throughout the examination.

During the interim phase of the audit, our engagement team will perform a walkthrough of all significant accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, and payroll and related liabilities, and others. Our auditors will obtain the written policies and procedures, inquiring accounting personnel, and document the process in either a flowchart or narrative summary format. After gaining an understanding of the accounting and internal control systems, our auditor will make a preliminary assessment of control risk, at the assertion level, for each material account balance or class of transactions.

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The form and extent of this documentation are influenced by the size and complexity of the entity and the nature of its accounting and internal control systems. Generally, the more complex the entity's accounting and internal control systems and the more extensive the auditor's procedures, the broader our documentation will need to be.

Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and related contracts—to ensure that we conduct audits under applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, and others.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most items will be tested as part of the Interim phase, we cannot determine which grants will be selected for the Single Audit until the year-end/fieldwork stage of the audit.

Our compliance audits of cash, investments, debt covenants, and other areas will be performed following the California Government Code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we will follow the AICPA's Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

Nevada County Transportation Commission

Description of community involvement.

The Pun Group is a proven leader in professional services to the government sector. We strongly believe that part of our success is credited to our professionals' participation with various industry-leading organizations. Such affiliations are critical to addressing emerging accounting and auditing issues within the community environment. Our Managing Partner and proposed Engagement Partner, Mr. Kenneth Pun, has published several thought leadership articles in the California State Municipal Finance Office magazine on auditing and other relevant topics. In addition, we are members of the national AICPA Audit Quality Center.

Who We Are

The engagement team was carefully selected to provide the NCTC with all the services needed to complete the audit successfully. Your assigned Engagement and Technical Partners will be personally involved in the project, leading a team that has significant experience in *governmental auditing*. You can be confident that our broad experience and technical capabilities will allow us to provide technical support, interpret findings, and offer practical solutions to any issues that may arise.

Quality-Control System

Our Firm meticulously monitors the quality and contents of our reports. The Pun Group LLP is 100% committed to providing only the highest grade of work possible for our clients and for those who rely on our audits. The Firm strives to exceed professional industry standards because of the continuing respect for our clients and our emphasis on creating long-lasting relationships. The Pun Group LLP works exclusively with those who share the same moral integrity and values.

Our quality-control system has been crafted with excellence in mind. It not only meets AICPA standards but also matches our own elevated standards, which include following various professional development activities.

Continuing Education and Professional Development

Because of our commitment to provide the highest quality of services to the NCTC, we provide our professionals with technical training to ensure our people stay current on topics within the industry sectors and better equipped themselves to serve our clients.

All professionals are required to obtain continuing education that exceeds the requirements of the American Institute of Certified Public Accountants (AICPA) and, where applicable, *Government Auditing Standards*. Our professionals participate in continuing education programs through the following means:

- Governmental Accounting and Auditing Conference sponsored by AICPA.
- Webinar sponsored by AICPA Government Audit Quality Center.
- Annual Conference sponsored by California Society Municipal Finance Officers.
- Governmental Accounting and Auditing Conference sponsored by CalCPA.
- The Pun Group in-house training on government-specific topics, including but not limited to: GASB updates, Government Auditing Standards Revision, Fraud in State and Local Governments, COSO Internal Control-Integrated Framework, Audit of State and Local Governments, Single Audit, and Mindbridge AI Auditors™.



In 2020, our government professionals received an average of 52 hours of continuing professional education, compared with the 40 hours accounting industry requirement.

By expanding our knowledge through these seminars/conferences, we can provide the right solutions to our clients.

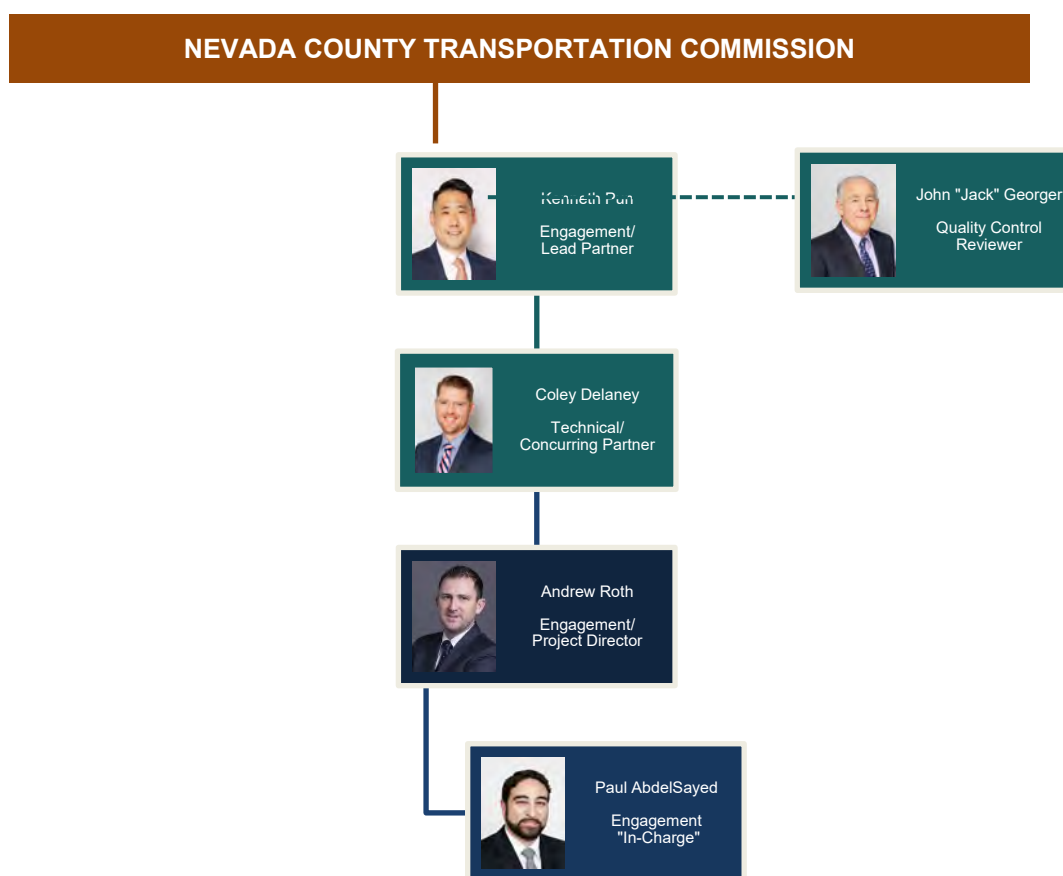
Project Team

About Your Engagement Team

The personnel assigned to this engagement are fully qualified to perform an effective audit of the NCTC, and their extensive experience will be critical to the audit process. Our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to all GASB pronouncements, the Single Audit Act, Uniform Guidance (formerly known as OMB Circular A-133), and fund operations. They have held positions as professional certified public accountants, as well as held significant roles within and outside of government agencies. Such qualities will bring to an entity like the Nevada County Transportation Commission the thought leadership, quality, and level of experience it requires.

Because of the “familiarity threat” under the professional audit and independence standards that may exist in long-term relationships with audit firms, the Firm is committed and has sufficient resources to rotate engagement partners, managers, and or supervisors assigned to the NCTC’s audit with personnel with similar or higher qualifications and experience in order to overcome this threat.

If the Firm changes key personnel, we will provide the NCTC with a written notification. **Engagement partners, managers, and specialists will only be changed with express prior written permission from the NCTC.** Audit personnel may be replaced only by those with similar or better qualifications and experience.



Nevada County Transportation Commission



Kenneth H. Pun, CPA, CGMA | Engagement/Lead Partner

Kenneth Pun is the Managing Partner and an Assurance Partner at the Firm. With over twenty-one years of public accounting experience in the state and local government sector, he specializes in audits, management, and consulting for governmental organizations. Mr. Pun has served as the Contract Deputy Finance Director for the City of San Marino in 2017. He has served as the Chair of the California Society of CPAs Governmental Auditing Accounting Committee. He has been nominated for this year's Innovative Practitioner of the Year 2020 award by AICPA's CPA.com. He is a Certified Public Accountant and a Chartered Global Management Accountant.

Mr. Pun will oversee the engagement team, engagement planning and performance, review for quality, and approve work papers and reports. He will be responsible for the timely delivery of all services to the Nevada County Transportation Commission.



Coley Delaney, CPA | Technical/Concurring Partner

Coley Delaney is a Partner within The Pun Group, LLP's Assurance division. In his fifteen (15) years of accounting and auditing experience. He has performed audits and other attestation services for several governmental agencies throughout California, including cities, counties, transportation agencies, public financing authorities, housing authorities, redevelopment agencies, and special districts. He is a Certified Public Accountant.

Mr. Delaney will act as the Concurring Partner and provide a second partner review of significant high-risk areas, audit reports, and resolution of significant accounting, auditing, and reporting matters.



John ("Jack") F. Georger, Jr., CPA, CIA, CGMA | Quality Control Reviewer

Throughout his forty years of experience, Mr. Georger has spent many years in Big 4 and national firms. He worked diligently alongside numerous governmental municipalities, including cities, counties, and transportation agencies, as well as not-for-profit entities, providing clients with financial and compliance auditing as well as consultation services. Mr. Georger annually instructs over 300 hours in accounting and auditing subjects and has authored training material in governmental accounting and auditing for the AICPA. Mr. Georger is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB), the gold standard for audit firms throughout the United States. As the Chief Quality Officer in our Firm, he advises clients with their complex accounting questions and supports the engagement team with audit issues. He is a Certified Public Accountant, a Certified Internal Auditor, and a Chartered Global Management Accountant.

Mr. Georger is responsible for reviewing all reports issued by the Firm to ensure the utmost quality and compliance with professional standards and the final quality-control assessment within the engagement.



Andrew Roth, CPA | Engagement/Project Director

Andrew Roth is a Director within the Firm and will serve as the primary point of contact for your team. He holds an Advanced Certification in Single Audits through the AICPA. Andrew draws more than a decade of governmental and not-for-profit experience in the areas of financial audit and reporting under governmental and financial accounting standards, evaluation of internal controls under the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Integrated Framework, the performance of Single Audits under the Uniform Guidance, subrecipient monitoring of Federal Grants, corporate financial reporting, data analytics, and exempt taxation. He is a Certified Public Accountant.

Mr. Roth will direct and supervise the audit team in its daily activities and tasks in order to deliver all services requested.

Nevada County Transportation Commission



Paul AbdelSayed, CMA | Engagement “In-Charge”

Paul is a Supervisor within the Firm. He will work with the engagement team and Nevada County Transportation Commission’s finance personnel during the auditing process. He is a Certified Management Accountant.

Mr. AbdelSayed will secure the effective implementation of the services approach while assisting in the timely delivery of the requested services.

Staff Continuity

The Pun Group LLP is committed to maintaining staff continuity throughout audit engagements, and we can assure that the partners assigned to this audit will be involved throughout the entire contract term.

While we cannot guarantee that our staff level members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. Also, we offer benefits, including retirement plans, medical plans, profit-sharing programs, and continuing education. In addition, the Firm is an equal opportunity employer and complies with all federal and state hiring requirements. We’re proud of supporting affirmative-action philosophies and work hard to provide opportunities for self-enhancement to members of disadvantaged groups.

Engagement Team Resumes

The Nevada County Transportation Commission deserves experienced professionals who work as a team. The Pun Group LLP will provide qualified professionals to perform the audit. No subcontractors will be utilized to perform the requested services. Resumes for key engagement team members follow:

Nevada County Transportation Commission



Kenneth H. Pun
CPA, CGMA
Engagement/
Lead Partner



EMAIL
ken.pun@pungroup.cpa



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Kenneth H. Pun is the Managing Partner and an Assurance Partner at The Pun Group ^{LLP}, which he founded in 2012 after serving in senior-level positions for well-established national and regional firms. Under his leadership, The Pun Group has become one of the “*Top Accounting Firms*” in Orange County, according to the Orange County Business Journal. The Pun Group is also on the list of CalCPA Top 150 firms.

Prior to founding The Pun Group, Ken has served clients in a variety of industries, including small to very large state and local governmental agencies, insurance companies, not-for-profits, healthcare, technology, and manufacturing and distribution clients. His career in public accounting was spent primarily with the Regional firms and National firms.

Leveraging more than 21 years of public accounting experience, Ken has earned a reputation of being a trusted advisor to governmental and Healthcare organizations throughout California and neighboring states. Municipalities and public agencies engage him because of his premier level of client service, commitment, and innovative methods of increasing operational efficiencies and reducing costs.

Ken maintains his deep commitment to professional education through his work as an instructor for the California Education Foundation. He has authored training materials in governmental accounting and auditing, such as Financial Reporting for State and Local Governments, 2018 Government Auditing Standards, and Single Audit Fundamentals for California Education Foundation. He is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits. He advises clients on those topics at influential industry forums. Internally, Ken mentors audit teams by providing direction and technical guidance to ensure adherence to the firm's quality controls.

EDUCATION

University of California, Riverside

B.S. Degree – Business Administration, Emphasis in Accounting

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Past Chair, CalCPA Governmental Accounting and Auditing Committee
- Member, CalCPA California Committee on Municipal Accounting
- Member, CalCPA Governmental Accounting and Auditing Conference Planning Committee
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, CSMFO Professional Standards Committee
- Speaker, CSMFO Conference (2014 and 2018)
- Instructor, CalCPA Education Foundation
- Technical Reviewer, CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits
- Nominated, Innovative Practitioner of the Year 2020 Award (AICPA's CPA.com)

RELEVANT EXPERIENCE

- San Diego Metropolitan Transit System
- San Diego Association of Governments
- Shasta Regional Transportation Agency
- Riverside County Transportation Commission
- Gold Coast Transit District
- Imperial County Local Transportation Authority
- North County Transit District
- Ventura County Transportation Commission
- SunLine Transit System
- GTrans (Gardena Municipal Bus Lines)

CONTINUING PROFESSIONAL EDUCATION

Various courses offered by the Firm, online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

RELEVANT EXPERIENCE (CONTINUED)

San Diego Metropolitan Transit System (“MTS”) | On January 1, 2003, California Senate Bill 1703 (SB 1703) became effective. SB 1703 required the consolidation of the planning and programming functions of MTS and the North County Transit District (NCTD) into the San Diego Association of Governments (SANDAG) in an initial transfer to take place prior to July 1, 2003. SB 1703 also required the consolidation of certain project development and construction functions of MTS and NCTD into SANDAG in a subsequent transfer to take place prior to January 30, 2004. The initial transfer occurred on July 1, 2003, and the subsequent transfer occurred on October 13, 2003. With these actions, employees were transferred from MTS and NCTD to SANDAG, and certain planning, development, and construction functions were also transferred.

After the enactment of SB 1703, Mr. Kenneth H. Pun was able to convert MTS financial model from the general-purpose government to a stand-alone business-type activities government under GASB Statement No. 34 in 2007. By doing so, MTS has significantly improved its financial reporting.

Nevada County Transportation Commission



Coley Delaney

CPA

**Technical/
Concurring Partner**



EMAIL

coley.delaney@pungroup.com



WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Coley Delaney is a Partner within The Pun Group ^{LLP} Assurance division. In his fifteen (15) years of accounting and auditing experience, Coley has worked with governmental agencies, not-for-profit entities, and private for-profit entities. He specializes in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with Uniform Guidance (formerly known as OMB Circular A-133).

Mr. Delaney has performed audits and other attestation services for several governmental agencies throughout California, including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts, and he has helped them publish their Annual Comprehensive Financial Reports in compliance with GASB Statement No. 34.

Mr. Delaney develops training materials and shares his expertise internally with other Firm professionals. Coley is a frequent speaker at in-house seminars on topics related to government auditing standards and Single Audits.

EDUCATION

University of California, Santa Barbara

B.A. Degree – Business Economics, Emphasis in Accounting

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- San Diego Metropolitan Transit System (providing services for the past ten years)
- North County Transit District
- Ventura County Transportation Commission
- City of San Bernardino
- City of Encinitas
- Imperial County Local Transportation Authority
- San Diego Association of Governments
- City of Clovis
- City of National City
- City of Stockton
- City of Escondido

CONTINUING PROFESSIONAL EDUCATION

Various courses offered by the Firm, online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

Nevada County Transportation Commission

RELEVANT EXPERIENCE (CONTINUED)

Mr. Delaney has extensive experience, and comprehensive knowledge of regulations and codes regarding financial auditing protocols, as well as has been responsible for conducting an independent financial audit of several public agencies and transit districts. In addition, he has assisted numerous clients in publishing their Annual Comprehensive Financial Reports in compliance with GASB Statement No. 34.

Coley has been providing auditing services to the San Diego Metropolitan Transit System for over a decade. As the Engagement Partner, he draws years of experience performing audits under the following standards:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted *Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States.
- Government Auditing Standards (GAS), the standards set forth for financial audits by the General Accounting Office (GAO).
- Federal Single Audit Act.
- Requirements laid out in 2 CFR 200 – Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
- Audits of State and Local Governments (OMB) Circular A-133, the standards set forth by The United States Office of Management and Budget.
- Current, active, and applicable pronouncements of the Governmental Accounting Standards Board (GASB)
- Future proposed GASB pronouncements likely to have an impact on the agency.
- California Transit Security Grant Program, California Transit Assistance Fund (CTSGP-CTAF) Section 8879.51. Proposition 1B accountability requirements for Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans.
- Transportation Development Act (TDA) Compliance Requirements.
- Public Utilities Code, Section 99243, Uniform System of Accounts and Records, adopted by the California Controller's Office, which includes:
 - The provision of an audited "Annual Report of Financial Transactions of Transit Operators," otherwise known as the State Controller's Report.
 - The Transportation Development Act (TDA) which covers the requirements for local transportation funds.
 - Public Utilities Code, Section 99245, and Administrative Code, Sections 6637 and 6664, which require a certified fiscal audit that includes a TDA Conformance Statement.
 - National Transit Database (NTD).
 - FTA reporting requirements for Agreed Upon Procedures for Contract Services.

Nevada County Transportation Commission



John F. Georger, Jr.
CPA, CIA, CGMA
Quality Control
Reviewer



EMAIL

jack.georger@pungroup.cpa



WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona
Nevada

EXPERIENCE

Jack Georger is the Chief Quality Officer within The Pun Group LLP's Assurance division. By leveraging more than forty (40) years of public accounting and auditing experience in the government, agribusiness, financial services, manufacturing, and nonprofit sectors, Mr. Georger brings in-depth knowledge and practical expertise to each engagement.

Jack coordinates, plans, and manages financial audit activities, consulting activities, federal and state compliance audit activities, performance audits, and numerous quality control and internal control reviews for a broad mix of governmental agencies and programs throughout the United States.

Mr. Georger leads our Peer Review department providing peer review services to other firms under the practice monitoring program of the AICPA.

Mr. Georger is a continuing professional education course instructor for the AICPA. Annually, he instructs over 300 hours in accounting and auditing subjects. Jack has authored training material in governmental accounting and auditing for the AICPA. He is the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB).

Mr. Georger is licensed to practice as a certified public accountant in the states of California, New York, Virginia, Maryland, District of Columbia, Missouri (inactive), Connecticut (inactive), and Wyoming (inactive). He is a Certified Internal Auditor (CIA).

EDUCATION

George Mason University Fairfax, Virginia

B.S. Degree – Accounting

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Institute of Internal Auditors
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, New York Society of Certified Public Accountants (NYSSCPA)
- Chairman, NYSSCPA Government Accounting and Auditing Committee
- Member, NYSSCPA Auditing Standards Committee
- Member, NYSSCPA Sustainability Committee
- Member, NYSSCPA Not-for-Profit Committee
- Nevada Society of Certified Public Accountants (NSCPA)
- Member, Government Finance Officers Association (GFOA) – Reviewer
- Member, Institute of Internal Auditors

CONTINUING PROFESSIONAL EDUCATION

He has instructed over 300 hours of municipal accounting courses offered by the AICPA.

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

Nevada County Transportation Commission



Andrew Roth

CPA

**Engagement/
Project Director**



EMAIL

andrew.roth@pungroup.cpa



WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona

EXPERIENCE

Andrew Roth is a Director within The Pun Group LLP. He has more than twelve (12) years of governmental and not-for-profit experience in the areas of financial audit and reporting under governmental and financial accounting standards, evaluation of internal controls under the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Integrated Framework, the performance of Single Audits under the Uniform Guidance, subrecipient monitoring of Federal Grants, corporate financial reporting, data analytics, and exempt taxation. His client portfolio consists of moderate to large municipalities (cities and counties), municipal transportation districts, water districts, municipal electric utilities, and not-for-profit organizations whose missions involve building communities. His governmental agency clients have federal grant expenditures that range from \$100 million to \$750 million annually.

In various engagements, Andrew has been responsible for leading the service delivery where he has actively contributed and managed the planning process, implementation of the audit work plan, supervision of multiple audit teams, provided yearly team updates on the changes in compliance testing requirements for the Single Audits, and preparation of all deliverables including the Annual Comprehensive Financial Reports, the Single Audit, Compliance Reports, Data Collection Forms, and City Council/Board presentations. He has also been a guest speaker on topics involving Federal grants such as Update to Yellow Book Standards, Compliance Auditing, and Updates to the Uniform Guidance Procurement Requirements.

EDUCATION

San Diego State University

B.A. Degree – Accounting



LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- San Diego Metropolitan Transit System (providing services for the past ten years)
- North County Transit District
- Ventura County Transportation Commission
- City of San Bernardino
- City of Stockton
- Imperial County Local Transportation Authority
- San Diego Association of Governments
- City of Placerville
- City of Shafter
- Town of Danville

CONTINUING PROFESSIONAL EDUCATION

Various courses offered by the Firm, online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

Nevada County Transportation Commission



Paul AbdelSayed

CMA

**Engagement
"In-Charge"**



EMAIL

paul.abdelsayed@pungroup.com



WEBSITE

www.pungroup.cpa

Expertise:



CITIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Paul AbdelSayed is a Supervisor within The Pun Group LLP's Assurance division, with seven years of accounting and auditing experience.

Mr. AbdelSayed has successfully performed audits and other attestation services for several governmental and nonprofit agencies. His portfolio includes cities, transportation agencies, and special districts. In addition, Paul has assisted several clients in publishing their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

EDUCATION

California State University, Fullerton

BA Degree – Business Administrations, Emphasis in Accounting

LEADERSHIP & AFFILIATIONS

- Member, California Society of Certified Public Accountants (CalCPA)
- Member, Institute of Management Accountants (IMA)

RELEVANT EXPERIENCE

- Gold Coast Transit
- City of Culver City
- El Toro Water District
- Adelanto Public Utility Authority
- Riverside County Flood Control and Water Conservative District
- San Diego Metropolitan Transit System
- City of Gardena
- City of Hermosa Beach
- City of Lynwood
- City of Seal Beach

CONTINUING PROFESSIONAL EDUCATION

Various courses offered by the Firm, online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

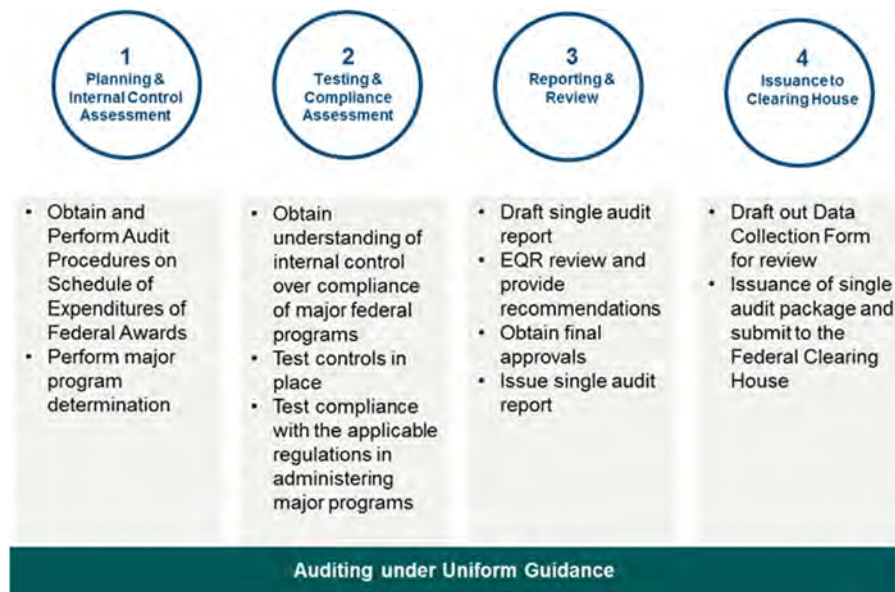
Nevada County Transportation Commission

Firm's Experience with Federal Funds and Grants

The Pun Group LLP works with numerous organizations that receive extensive governmental funding and are subject to auditing under Uniform Grant Guidance. This Firm's specialization helps our audit team understand the procedures' nuances and execute the engagement accordingly. We also assist in preparing the data collection form and preparing the reporting package for submission to the federal audit clearinghouse.

The Firm is a member of the AICPA Governmental Audit Quality Center and has demonstrated our commitment to audit quality, including those performed under Government Auditing Standards and Uniform Guidance. Also, we are a recipient of the *Single Audit Resource Center's Award for Excellence*. This award bases on the positive feedback result from our clients in an independent survey, demonstrating our Firm's highest commitment to quality and client satisfaction.

We utilize standardized audit programs from the federal government's Compliance Supplement to ensure that our procedures meet the federal standards. Our audit programs are continually updated to reflect the revisions of OMB. Our Uniform Guidance risk-based approach focuses on areas of higher risk of noncompliance. Such an approach truly reflects the federal government intent by concentrating on the following four steps:



- 1. Planning & Internal control assessment:** The engagement team will obtain an understanding of NCTC and its operating environment and its internal control over the Schedule of Expenditures of Federal Awards. The engagement team will perform the major program determination and communicate with the NCTC's management before conducting major program testing.
- 2. Testing & compliance assessment:** The engagement team will obtain an understanding of internal control over compliance on the direct and material compliance requirements for each major program. The engagement will perform testing on internal controls over compliance to ensure the controls are in place working effectively and properly and that the NCTC is in compliance with the applicable regulations in administering major programs.
- 3. Reporting & Review:** The engagement team will review and prepare the single audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. Any comments will be issued to the management or the Charge with Governance, depending on the magnitude of the issues. Upon obtaining the final approvals from management, the Single Audit report will be issued.
- 4. Issuance to Clearing House:** The engagement team will assist the NCTC in drafting out the data collection form and complete the final submission, including uploading the audit package to the Federal Clearing House.

Nevada County Transportation Commission

Our Firm has audited hundreds of millions of dollars in federal expenditures, making our engagement team uniquely experienced in single audits. We are familiar with *grantors*, such as:



- Corporation for National and Community Services
- Department of Agriculture
- Department of Education
- Department of Health and Human Services
- Department of Housing and Urban Development
- **Department of Transportation**
- Environmental Protection Agency
- Department of Commerce
- Department of Labor
- Department of Homeland Security
- Department of Justice
- Department of Treasury
- Executive Office of the President

Following are a few examples of the types of federal programs our engagement team has experience auditing:

	CFDA
Child and Adult Care Food Program	10.558
Community Development Block Grants/Entitlement Grants	14.218
Home Investment Partnership	14.239
Housing Vouchers Cluster	14.871
Title XVI Water Reclamation and Reuse Program	15.504
Equitable Sharing Program	16.922
WIAWIOA Adult Program	17.258
WIAWIOA Youth Activities	17.259
WIAWIOA Dislocated Worker Formula Grants	17.278
Airport Improvement Program	20.106
Highway Planning and Construction	20.205
Federal Transit - Capital Investments Grants	20.500
Federal Transit - Formula Grants	20.507
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608
Capitalization Grants for Clean Water State Revolving Funds Cluster	66.458
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045
Nutrition Services Incentive Program	93.053
Temporary Assistance for Needy Families (TANF) State Programs	93.558
Community Service Block Grant	93.569
Child Care and Development Block Grant	93.575
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596
ARRA - Emergency Contingency Fund for Temporary Assistance for Needy Families (TANF) State Programs	93.714
National Urban Search and Rescue (US&R) Response System	97.025
Homeland Security Grant Program	97.067

CARES Act

The \$2.2 trillion Coronavirus Aid, Relief, and Economic Security (CARES) Act allocated hundreds of billions of dollars of new aid to non-federal entities, including state and local governments, universities, health care providers, not-for-profit organizations, and Native American tribes, will be part of Single Audit procedures.

On December 22, 2020, the Office of Management and Budget (OMB) released the Addendum to the 2020 Office of Management and Budget (OMB) Compliance Supplement. A new reporting requirement has been added relating to Federal Funding Accountability and Transparency Act reporting (FFATA) by direct recipients who make first-tier subawards of \$25,000 or more. Auditors must test FFATA reporting for all the COVID-19 programs included in the Supplement addendum (except for the Coronavirus Relief Fund program), and the audit requirement is extended to all selected major programs meeting (meeting the above-described criteria) for audits of fiscal years after September 30, 2020, regardless of whether COVID-19 funding is involved.

As further OMB updates are released, our team continues to monitor any changes and will keep you informed and up-to-date with constant communication.

Nevada County Transportation Commission

Firm's Experience with Audits in Accordance with the Transportation Development Act (TDA)

Our team is extremely experienced with performing program-specific audits according to applicable statutes, rules, and regulations of the State of California Transportation Development Act ("TDA"), including the requirements of the Southern California Association of Governments' Transportation Development Act Conformance Auditing Guide. Some examples are:

- City of Morro Bay
 - Local Transportation Fund – Non-Transit The Bike Path Special Revenue Fund
 - Local Transportation Fund Roads Special Revenue Funds
 - The Transit Enterprise Fund
- City of Calexico – Compliance with the Transportation Development Act Article 3 and Article 8e
- City of Culver City Bus Line
- City of Gardena Bus Line – Gtrans
- City of Lodi (Special Purpose Audits – Federal Transit Administration)
- City of Patterson Transportation Development Act Funds
- City of Redding – Redding Area Bus Authority
- City of Rohnert Park Transportation Development Act Funds
- City of Shafter Transportation Development Act Funds
- Shasta Regional Transportation Agency
- Imperial County Local Transportation Authority
- Imperial County Transportation Commission
- San Diego Metropolitan Transit System
- SunLine Transit Agency
- Gold Coast Transit
- North County Transit District
- Ventura County Transportation Commission

Project Schedule and Costs

Total All-Inclusive Maximum Price

Our proposed fees ⁽¹⁾ ⁽²⁾ ⁽³⁾ for Fiscal and Compliance Audit Services for Fiscal Years Ending June 30, 2021, June 30, 2022, and June 30, 2023, with an option of two one-year extensions, are as follows:

Services	Year Ended June 30th				
	2021	2022	2023	2024 (Optional)	2025 (Optional)
Fiscal and compliance audits and related reports per RFP's scope	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275
Total All-Inclusive Fees	<u>\$ 50,000</u>	<u>\$ 51,500</u>	<u>\$ 53,045</u>	<u>\$ 54,636</u>	<u>\$ 56,275</u>

Certification

I, the undersigned, certify I am duly authorized to represent The Pun Group ^{LLP} and am empowered to submit this bid. In addition, I certify I am authorized to contract with the Nevada County Transportation Commission on behalf of the Firm.



June 18, 2021

Kenneth H. Pun, CPA, CGMA | Managing Partner
The Pun Group ^{LLP}

Date

Nevada County Transportation Commission

Out of Pocket Expenses in the Total Maximum Price and Reimbursement Rates

The Firm's policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb expenses such as travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the Nevada County Transportation Commission. The Firm will also absorb these costs.

Rates for Additional Professional Services

Below are the Firm's hourly billing rates, delineated by staffing levels:

Hourly Billing Rates	
Partner(s)	\$ 250
Manager(s)	\$ 200
Senior Accountant(s)	\$ 150
Staff Accountant(s)	\$ 125
Clerical	\$ 75

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added in a written agreement prior to commencing audit work. The Firm and the NCTC will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above-quoted hourly rates.

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the Nevada County Transportation Commission, at the rates outlined in the Total All-Inclusive Maximum Price section, in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
Planning	10%
Interim	40%
Fieldwork	40%
Presentation and Acceptance of Reports	10%

Nevada County Transportation Commission

Appendix – Firm's W9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Pun Group, LLP																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ </div> </div>																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	5 Address (number, street, and apt. or suite no.) See instructions. 200 E. Sandpointe Avenue, Suite 600																																																			
	6 City, state, and ZIP code Santa Ana, CA 92707																																																			
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> </tr> </table>			Social security number																				OR										Employer identification number										4	6	-	4	0	1	6	9	9	0
Social security number																																																				
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Employer identification number																																																				
4	6	-	4	0	1	6	9	9	0																																											
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> Sign Here </td> <td style="width: 45%; vertical-align: bottom;"> Signature of U.S. person ▶ </td> <td style="width: 40%; vertical-align: bottom;"> Date ▶ 3/1/2021 </td> </tr> </table>			Sign Here	Signature of U.S. person ▶	Date ▶ 3/1/2021																																															
Sign Here	Signature of U.S. person ▶	Date ▶ 3/1/2021																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

Cal. No. 10231X

Form **W-9** (Rev. 10-2018)

Subconsultants

The Firm will not utilize any subconsultants to perform and deliver the requested services to the NCTC.

References

The following are examples of some of the engagements performed in the last five years, with similar requirements as the Nevada County Transportation Commission's proposal. These clients can be used as references as well. Please feel free to contact these agencies to learn more about their experiences working with us.

Name of Public Agency	San Diego Metropolitan Transit System
Contact Info	Ms. Erin Dunn, Controller (619) 557-4536 erin.dunn@sdmts.com
Total Hours	Approximately 1,850 hours
Date of Services	2005 – Present
Dollar Value Contract	\$225,000/year
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, San Diego Transit Corporation Employee's Retirement Plan, AUP/National Transit Database (NTD): MTS, San Diego Transit Corp., San Diego Trolley, Inc., AUP/Transportation Development Act (TDA): MTS, San Diego Transit Corp., San Diego Trolley, Inc., AUP/Indirect Costs, and Public Transportation Modernization Improvement Service Enhancement Account (PTMISEA).

Name of Public Agency	Ventura County Transportation Commission
Contact Info	Ms. Sally DeGeorge, CPA, CTC, CCMT (805) 642-4860 ssellers@goventura.org
Date of Services	2020 – Present
Scope of Work	Financial Accounting and Consulting Services
Dollar Value Contract	Time and Material
Date of Services	2015 – 2019
Total Hours:	380 hours
Dollar Value Contract	\$43,000/year
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, Single Audit.

Name of Public Agency	Gold Coast Transit
Contact Info	Ms. Vanessa Rauschenberger (805) 483-3959 vanessa@gctd.org
Date of Services	2020 – Present
Scope of Work	Financial Accounting and Consulting Services
Dollar Value Contract	Time and Material
Date of Services	2015 – 2017
Total Hours	350 hours
Dollar Value Contract	\$40,000/year
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, TDA Compliance, Single Audit.

Nevada County Transportation Commission

Name of Public Agency	Imperial County Local Transportation Authority
Contact Info	Mr. Mark Baza, Executive Director (760) 592-4494 markbaza@imperialctc.org
Total Hours	Approximately 750 hours
Date of Services	Fiscal Years Ending 2018 - 2020
Completion Date	March/April 2021
Contract Value	\$75,000 (FY 2017-18), \$76,500 (FY 2018-19), \$78,030 (FY 2019-20)
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, Compliance Reports on City of Brawley, City of Calexico, City of Calipatria, City of El Centro, City of Holtville, City of Imperial, City of Westmorland, County of Imperial, and Annual Report of Financial Transactions.

Let's Start a Dialogue

Benefits of Choosing The Pun Group LLP

The Pun Group LLP is recognized for its professionalism, integrity, and providing clients with practical solutions unique to their circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Pun Group's primary objective is to give the Nevada County Transportation Commission solutions and directions, led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allow us to provide a superior level of service and a quality audit.

We trust that this proposal has given you the information needed about the Firm, the engagement team members, the overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the Nevada County Transportation Commission while providing you with the excellent level of service that you expect and deserve.

Thank You

Thank you for allowing us to submit our qualifications to provide you with Fiscal and Compliance Audit Services. Please direct inquiries to:

Kenneth H. Pun, CPA, CGMA
Managing Partner
Email: ken.pun@pungroup.com
Phone: (949) 777-8801 | Fax: (949) 777-8850

Coley Delaney, CPA
Partner
Email: coley.delaney@pungroup.com
Phone: (858) 242-5101 | Fax: (949) 777-8850

Sincerely,

A handwritten signature in black ink that reads "The Pun Group, LLP". The script is fluid and cursive, with the letters "The" and "Group" being more legible than "Pun".

The Pun Group LLP
Certified Public Accountants and Business Advisors

Appendix A – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
2/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 Tustin CA 92780		CONTACT NAME: Sarah Caballero PHONE (A/C, No, Ext): 714-824-8300 FAX (A/C, No): 714-573-1770 E-MAIL: scaballero@wgbib.com ADDRESS:	
INSURED The Pun Group, LLP 200 East Sandpointe Avenue, Suite 600 Santa Ana CA 92707		INSURER(S) AFFORDING COVERAGE INSURER A : TRAVELERS CAS INS CO OF AMER INSURER B : GREAT DIVIDE INS CO INSURER C : Travelers Property Casualty Co of Amer INSURER D : Travelers Property Casualty INSURER E : INSURER F :	
		NAIC #	
		19046	
		25224	
		25674	
		25674	

COVERAGES

CERTIFICATE NUMBER: 1554860630

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6807G5921202142	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8L4678832142	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP4H2531482142	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3K6534012142	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	E&O Retro 12/29/11			CAB20235901	3/1/2021	3/1/2022	3,000,000 agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured on the General Liability per attached, as required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Marina Coast Water District Finance Department 11 Reservations Road Marina CA 93933	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

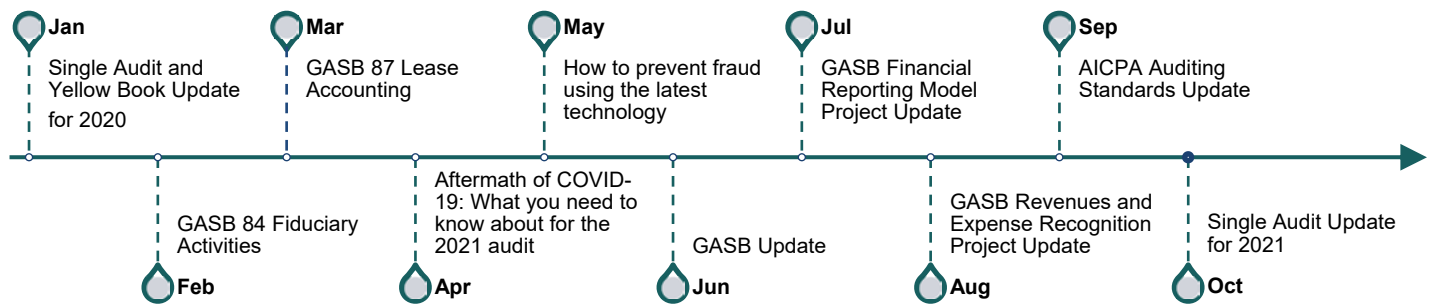
Appendix B – Available Training

Client Training Webinars

We pride ourselves in leading the governmental auditing profession nationwide and statewide. Members of our team have been assigned to the AICPA and State Government Accounting and Audit committees. Our membership with these two levels of government keeps us current, and such involvement helps our Firm with the constant changes in accounting and auditing standards, laws and regulations, and compliance provisions, which have created an unprecedented complexity in public accounting for state and local governments.

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. Since last year, by implementing “Webinars,” we’re expanding our horizons and offering our clients 15 hours of Continuing Professional Education (CPE). These sessions are **free of charge** and part of the service package provided to our clients.

Our 2021 Virtual Governmental Accounting Webinars schedule follows:



Following is a list of seminars/webinars and training offered to our clients and presented by the Firm during the past three years:

2018 In-Person Conference <ul style="list-style-type: none"> • Santa Ana, CA • Clovis, CA • Danville, CA 	Topics: <ul style="list-style-type: none"> • 2018 GASB Update • Implementation of the New OPEB Standards • 2018 Survey – Cities and Counties • Public Sector Benefits 2018: <i>Big Ticket Items You Need To Plan For</i> • Fraud in State and Local Governments • 2018 Auditing Standards and Single Audit Update
2019 In-Person Conference <ul style="list-style-type: none"> • Santa Ana, CA • Clovis, CA • Danville, CA 	Topics: <ul style="list-style-type: none"> • 2019 GASB Update • Implementation of GASB Leases Standards, Statement No. 87 • 2019 Survey – Cities and Counties • Implementation of GASB Fiduciary Activities, Statement No. 84 • Fraud in State and Local Governments • ERP Implementation • 2019 Auditing Standards and Single Audit Update
2020 Webinars	Topics: <ul style="list-style-type: none"> • Potential Risk of Fraud During this Pandemic • 2020 Survey of California Cities Fiscal Assessment of California Cities and its School System • Surviving the Pandemic's Fiscal Crisis – Option for Municipalities • GASB Update • Implementation of GASB 84

Appendix C – Peer Review

Peer Review

Being a member of the American Institute of Certified Public Accountants (AICPA), The Pun Group LLP is required to obtain an independent peer review of our audit and accounting practice every three (3) years. The peer reviewer assessed the Firm's quality-control policies, reviewed administrative records, interviewed professional personnel, and inspected the Firm's working papers and reports from a representative sample of accounting and auditing engagements, including governmental audits. The reviewer concluded that the Firm fully complied with the AICPA's stringent standards for quality control and issued a peer review rating of "Pass." A copy of our most recent peer review is presented.



8 Denison Parkway East, Suite 407
Carmel, NY 14800

P 807.952.6891
F 800.544.7596
T 807.973.2174
W efprgroup.com

Report on the Firm's System of Quality Control

December 7, 2018

To the Partners of
The Pun Group, LLP
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of The Pun Group, LLP, (the firm), in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of The Pun Group, LLP, in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. The Pun Group, LLP, has received a peer review rating of *pass*.

EFPR Group, CPAs, PLLC

EFPR Group, CPAs, PLLC
Carmel, NY

Appendix D – Firm Current Clients

Firm's Governmental Clients

The Pun Group ^{LLP} has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed under auditing standards generally accepted in the United States (GAAS), Government Auditing Standards (GAGAS), Uniform Guidance, and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines. A representative list of current government audit clients follows:

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Alameda	2019 – Present	Accounting and Consulting Services			150
City of Arvin	2013 – Present	Yes	Yes	N/A	400
City of Bell	2018 – Present	Yes	Yes	Yes	520
City of Bradbury	2012 – Present	Yes	N/A	N/A	150
City of Calexico	2007 – Present	Yes	Yes	N/A	750
City of Cerritos	2020 – Present	Accounting and Consulting Services			300
City of Cerritos	2012 – 2019	Yes	Yes	Yes	400
City of Clovis	2006 – Present	Yes	Yes	Yes	500
City of Coachella	2017 – Present	Yes	Yes	Yes	410
City of Cottonwood, AZ	2007 – Present	Yes	Yes	Yes	400
City of Culver City	2016 – Present	Yes	Yes	Yes	535
Town of Danville	1999 – Present	Yes	Yes	Yes	400
City of Douglas, AZ	2020 – Present	Yes	Yes	Yes	300
City of Desert Hot Springs	2013 – Present	Yes	N/A	N/A	400
City of Gardena	2007 – Present	Yes	Yes	Yes	700
City of Gilroy	2020 – Present	Yes	Yes	Yes	640
City of Glendora	2017 – Present	Yes	Yes	Yes	430
City of Gustine	2017 – Present	Yes	N/A	N/A	400
City of Hemet	2015 – Present	Yes	Yes	N/A	380
City of Hercules	2020 – Present	Yes	Yes	Yes	450
City of Lakewood	2013 – Present	Yes	Yes	Yes	380
City of Lomita	2020 – Present	Accounting and Consulting Services			150
City of Lodi	2018 – Present	Yes	Yes	Yes	760

Nevada County Transportation Commission

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Lynwood	2016 – Present	Yes	Yes	Yes	585
City of Madera	2019 – Present	Yes	Yes	Yes	470
City of Monterey	2016 – Present	Yes	Yes	Yes	620
City of Morro Bay	2015 – Present	Yes	Yes	N/A	400
City of Napa	2019 – Present	Yes	Yes	Yes	900
City of National City	2013 – Present	Yes	Yes	Yes	600
City of Palm Springs	2020 – Present	Yes	Yes	Yes	1,000
City of Patterson	2017 – Present	Yes	Yes	Yes	450
City of Perris	2019 – Present	Yes	Yes	Yes	840
City of Placentia	2016 – Present	Yes	Yes	Yes	620
City of Placerville	2008 – Present	Yes	Yes	N/A	400
City of Redding	2016 – Present	Yes	Yes	Yes	600
City of Ridgecrest	2009 – Present	Yes	Yes	Yes	300
City of Rohnert Park	2020 – Present	Yes	Yes	Yes	700
City of Seal Beach	2017 – Present	Yes	Yes	Yes	410
City of Shafter	2017 – Present	Yes	Yes	Yes	400
City of South Gate	2016 – Present	Yes	Yes	Yes	480
City of Stockton	2012 – Present	Yes	Yes	N/A	3,000
City of Tracy	2021 – Present	Yes	Yes	Yes	960
Imperial County Local Transportation Authority	2018 – 2020	Yes	Yes	N/A	750
Imperial County Transportation Commission	2021 – Present	Yes	Yes	Yes	600
San Diego Metropolitan Transit System	2005 – Present	Yes	Yes	Yes	1,850
Shasta Regional Transportation Agency	2015 – Present	Yes	N/A	N/A	200
Alameda County Water District	2018 – Present	Yes	Yes	N/A	585
Central Basin Water District	2018 – Present	Yes	Yes	N/A	400
Gold Coast Transit District	2020 – Present	Accounting and Consulting Services			Hourly
Las Virgenes Municipal Water District	2014 – Present	Yes	N/A	N/A	300
Los Angeles County Law Library	2020 – Present	Yes	N/A	N/A	180
Marina Coast Water District	2012 – Present	Yes	N/A	Yes	240
Menlo Park Fire Protection District	2015 – Present	Yes	Yes	Yes	240

Nevada County Transportation Commission

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
NALEO Educational Fund and NALEO	2020 – Present	Yes	N/A	N/A	300
Olivenhain Municipal Water District	2019 – Present	Yes	Yes	Yes	200
Rancho Murieta Community Services District	2019 – Present	Accounting and Consulting Services			800
Rancho Santa Fe Fire Protection District	2015 – Present	Yes	N/A	N/A	120
San Bernardino County Emergency Training Center	2020 – Present	Yes	N/A	N/A	50
San Bernardino County Preschool Services Department	2020 – Present	Yes	Yes	N/A	150
San Bernardino County Fire Protection District	2016 – Present	Yes	N/A	N/A	200
San Elijo Joint Powers Authority	2016 – Present	Yes	N/A	N/A	146
Santa Clara Stadium Authority	2020 – Present	Yes	N/A	N/A	230
Santa Fe Irrigation District	2019 – Present	Yes	N/A	N/A	250
South Bay Cities Council of Governments	2020 – Present	Yes	N/A	N/A	100
South Orange County Water Authority	2017 – Present	Yes	Yes	Yes	240
South Bay Cities Council of Governments	2020 – Present	Yes	N/A	N/A	60
South Bay Regional Public Communications Authority	2015 – Present	Yes	N/A	N/A	100
Southwestern Community College District	2009 – Present	Yes	Yes	N/A	720
Valley Sanitary District	2015 – Present	Yes	N/A	Yes	140
West Valley Mosquito and Vector Control District	2016 – Present	Yes	N/A	N/A	100
Yuma Metropolitan Planning Organization, AZ	2015 – Present	Accounting and Consulting Services			
Zone 7 Water Agency	2020 – Present	Yes	Yes	Yes	270

Appendix E – Exhibit C Form

EXHIBIT C LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any NCTC Commissioner(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☒ NO

If yes, please identify the Commissioner(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any NCTC Commissioner(s) in the three months following the award of the contract?

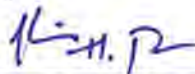
☐ YES ☒ NO

If yes, please identify the Commissioner(s):

Answering yes to either of the two questions above does not preclude NCTC from awarding a contract to your firm. It does, however, preclude the identified Commissioner(s) from participating in the contract award process for this contract.

June 17, 2021

DATE



(SIGNATURE OF AUTHORIZED OFFICIAL)

Kenneth H. Pun, CPA, CGMA - Managing Partner

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

The Pun Group, LLP

(TYPE OR WRITE NAME OF COMPANY)



ORANGE COUNTY ■ SAN DIEGO ■ BAY AREA ■ LAS VEGAS ■ PHOENIX

www.pungroup.cpa

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



MICHAEL WOODMAN, Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 870.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Mike Woodman, Executive Director 

SUBJECT: Amendment 7, Professional Services Agreement for General Counsel Services with Sloan Sakai Yeung & Wong LLP, Resolution 21-18

DATE: July 21, 2021

RECOMMENDATION: Adopt Resolution 21-18 approving Amendment 7 to the Professional Services Agreement for General Counsel Services with the law firm Sloan Sakai Yeung & Wong LLP, extending the contract for three years, with two one-year option years, commencing August 30, 2021.

BACKGROUND: On July 15, 2015, the Nevada County Transportation Commission (NCTC) approved an agreement with Miller & Owen for an initial term of one year, with the option to extend an additional four years, for a total five-year term. On September 16, 2015, NCTC approved Amendment 1 to the Agreement, changing the name of the firm to Renne Sloan Holtzman Sakai LLP. In subsequent years Amendments 2 through 4 extended the term through August 29, 2019. Effective March 1, 2018, the name of the firm changed to Sloan Sakai Yeung & Wong LLP. All the attorneys in the Sloan Sakai Sacramento Office have stayed the same.

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

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

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

Ms. Layton represents and counsels a variety of public agencies, including transportation agencies, joint powers authorities, councils of government, and special districts, as well as non-profit organizations

receiving governmental funding. She serves as general counsel and advises agencies' governing boards. Ms. Layton advises on open meetings and public records laws, public employment and human resources, public contracting and bidding, ethics and conflicts of interest, and legislation. Her areas of subject matter expertise include legal compliance by local governmental agencies, employment law, state and federal transportation law, airport land use planning, and insurance and risk pooling matters. Ms. Layton holds a Martindale-Hubbell "AV" peer rating, indicating preeminent legal ability and ethical standards.

DeeAnne Gillick recently joined the firm as Senior Counsel and has been representing public agencies for more than 20 years. In her representation of transportation agencies, LAFCOs, and other public entities, Ms. Gillick's services include the full array of issues that confront a public agency, including contract review, compliance with open meetings and public records laws, conflicts of interest, employment issues, CEQA, land use issues, real property transactions, and all other aspects of public agency law. Ms. Gillick has worked for counties and cities, including serving as city attorney, and has represented joint powers agencies, special districts and other public agencies. In addition to her general and special counsel work she has represented public agencies in government tort claims and writ of mandamus actions.

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

Exhibit B-4 reflects that rate increases of no more than 4% shall occur every 2 years.

attachments

**RESOLUTION 21-18
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**APPROVAL OF AMENDMENT 7 TO THE NEVADA COUNTY TRANSPORTATION
COMMISSION (NCTC) PROFESSIONAL SERVICES AGREEMENT WITH
SLOAN SAKAI YEUNG & WONG LLP FOR GENERAL COUNSEL SERVICES**

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

WHEREAS, the Nevada County Transportation Commission wishes to extend the agreement for an additional three years, with two one-year option years, commencing August 30, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission authorizes the Chair to execute Amendment 7 to the Professional Services Agreement between NCTC and Sloan Sakai Yeung & Wong LLP to provide general counsel services, extending the term of the agreement to August 30, 2024.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 21, 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Andrew Burton, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

AMENDMENT 7

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

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

1. Section 8, Term of Agreement: The parties desire to amend the Agreement for General Counsel Services to extend the term for an additional three years commencing August 30, 2021 through August 30, 2024. The agreement may be extended for two additional one-year terms upon mutual agreement of the parties.
2. Section 10, Compensation: a. Fees. NCTC shall pay Attorney, beginning September 1, 2021, those fees described in Exhibit B-4 attached hereto and incorporated herein.
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Amendment 7 to the Agreement between the Nevada County Transportation Commission and Sloan Sakai Yeung & Wong LLP, for General Counsel Services has been executed by the parties hereto the day and year shown below.

By: 

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

Date: July 1, 2021

By: _____
Andrew Burton, Chair
Nevada County Transportation Commission

Date: _____

Attachment

Exhibit B-4

Effective September 1, 2021

RATE SCHEDULE

Nancy C. Miller	\$290.00
DeeAnne Gillick	\$270.00
Paul J. Chrisman	\$270.00
Madeline E. Miller	\$250.00
Osman I. Mufti	\$250.00
Susan Yoon	\$230.00
Other Associates / Sr. Counsel	\$220-\$290
Other Partners / Of Counsel	\$290-\$340
Paralegals	\$125.00

Rate increases of no more than 4% shall occur every 2 years.

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



MICHAEL WOODMAN, Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.2.3.2

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Mike Woodman, Executive Director 

SUBJECT: Accept the Western Nevada County Transit Development Plan Final Report

DATE: July 21, 2021

RECOMMENDATION: Accept the Western Nevada County Transit Development Plan Final Report submitted by WSP.

BACKGROUND: As part of the regional transportation planning process, NCTC contracted with the firm WSP 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 analyzed 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.

The Western Nevada County Transit Development Plan Final Report may be viewed at:
<https://www.nctc.ca.gov/Reports/Transit-Reports/index.html>

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



MICHAEL WOODMAN, Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1430.7

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Mike Woodman, Executive Director 

SUBJECT: Accept the Nevada County Coordinated Public Transit-Human Services Transportation Plan Final Report

DATE: July 21, 2021

RECOMMENDATION: Accept the Nevada County Coordinated Public Transit-Human Services Transportation Plan Final Report submitted by WSP.

BACKGROUND: As part of the regional transportation planning process, NCTC contracted with the firm WSP 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.

This project facilitates continued coordination between health and human services and transportation stakeholders, identifies the existing transportation needs in Nevada County, and identifies 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 analyzed a wide range of service, capital, institutional and management, and financial alternatives. The consultant evaluated the existing transit systems, researched opportunities for improved coordination in the region, determined the most efficient approach to meet the needs of the public, and identified where transit resources should be devoted over the plan period, utilizing origins and destinations and travel patterns.

The Nevada County Coordinated Public Transit-Human Services Transportation Plan Final Report may be viewed at: <https://www.nctc.ca.gov/Reports/Transit-Reports/index.html>



BETTY T. YEE
California State Controller

May 18, 2021

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

SUBJECT: Fiscal Year 2020-21 Third Quarter State Transit Assistance Allocation

Enclosed is a summary schedule of State Transit Assistance (STA) funds allocated for the third quarter of fiscal year (FY) 2020-21 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to the State Controller's Office pursuant to PUC section 99243. Pursuant to PUC section 99314.3, each TPA is required to allocate funds to the STA-eligible operators in the area of its jurisdiction.

This is the third allocation for FY 2020-21. The total amount allocated to all agencies for the third allocation is \$138,408,626. The payment is scheduled to issue on May 19, 2021. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information.

Sincerely,

(Original Signed)

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION
THIRD QUARTER ALLOCATION SUMMARY
MAY 19, 2021

Regional Entity	PUC 99313 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)		PUC 99313 Funds from RTC Sections 6051.8(b), and 6201.8(b)		PUC 99314 Fiscal Year 2020-21 Quarter 3		Total Fiscal Year 2020-21 Quarter 3	
	Fiscal Year 2020-21 Quarter 3		Fiscal Year 2020-21 Quarter 3		2020-21 Quarter 3		2020-21 Quarter 3	
	A		B		C		D= (A+B+C)	
Metropolitan Transportation Commission	\$	7,374,096	\$	6,177,936	\$	37,082,839	\$	50,634,871
Sacramento Area Council of Governments		1,852,112		1,551,679		1,199,358		4,603,149
San Diego Association of Governments		916,630		767,942		412,229		2,096,801
San Diego Metropolitan Transit System		2,248,007		1,883,356		1,697,227		5,828,590
Tahoe Regional Planning Agency		101,705		85,208		10,935		197,848
Alpine County Transportation Commission		1,082		907		157		2,146
Amador County Transportation Commission		35,662		29,877		2,479		68,018
Butte County Association of Governments		199,050		166,762		19,729		385,541
Calaveras County Local Transportation Commission		42,616		35,703		965		79,284
Colusa County Local Transportation Commission		20,731		17,368		1,711		39,810
Del Norte County Local Transportation Commission		25,839		21,647		2,485		49,971
El Dorado County Local Transportation Commission		163,858		137,279		21,022		322,159
Fresno County Council of Governments		968,655		811,528		323,599		2,103,782
Glenn County Local Transportation Commission		27,828		23,314		1,446		52,588
Humboldt County Association of Governments		126,176		105,709		39,805		271,690
Imperial County Transportation Commission		178,686		149,701		30,167		358,554
Inyo County Local Transportation Commission		17,591		14,737		0		32,328
Kern Council of Governments		868,506		727,624		98,330		1,694,460
Kings County Association of Governments		145,397		121,812		10,758		277,967
Lake County/City Council of Governments		60,617		50,784		6,061		117,462
Lassen County Local Transportation Commission		27,292		22,865		2,270		52,427
Los Angeles County Metropolitan Transportation Authority		9,629,159		8,067,203		22,923,794		40,620,156
Madera County Local Transportation Commission		149,693		125,411		9,252		284,356
Mariposa County Local Transportation Commission		17,101		14,327		887		32,315
Mendocino Council of Governments		83,245		69,742		11,635		164,622
Merced County Association of Governments		268,365		224,834		24,104		517,303
Modoc County Local Transportation Commission		9,059		7,589		1,308		17,956
Mono County Local Transportation Commission		12,744		10,677		34,311		57,732
Transportation Agency for Monterey County		417,562		349,829		238,569		1,005,960
Nevada County Local Transportation Commission		92,869		77,805		8,409		179,083
Orange County Transportation Authority		3,023,580		2,533,122		2,002,017		7,558,719
Placer County Transportation Planning Agency		299,465		250,889		80,276		630,630
Plumas County Local Transportation Commission		17,284		14,480		5,188		36,952
Riverside County Transportation Commission		2,311,751		1,936,760		704,469		4,952,980
Council of San Benito County Governments		59,020		49,446		1,839		110,305
San Bernardino County Transportation Authority		2,063,977		1,729,177		816,995		4,610,149
San Joaquin Council of Governments		732,278		613,494		313,527		1,659,299
San Luis Obispo Area Council of Governments		262,438		219,868		34,079		516,385
Santa Barbara County Association of Governments		427,687		358,311		198,337		984,335
Santa Cruz County Transportation Commission		256,734		215,089		423,812		895,635
Shasta Regional Transportation Agency		168,528		141,191		16,496		326,215
Sierra County Local Transportation Commission		3,031		2,539		215		5,785
Siskiyou County Local Transportation Commission		42,084		35,258		3,297		80,639
Stanislaus Council of Governments		527,897		442,266		55,132		1,025,295
Tehama County Transportation Commission		61,648		51,648		2,364		115,660
Trinity County Transportation Commission		12,824		10,744		926		24,494
Tulare County Association of Governments		454,320		380,624		88,789		923,733
Tuolumne County Transportation Council		51,981		43,549		2,469		97,999
Ventura County Transportation Commission		797,830		668,413		238,245		1,704,488
Subtotals	\$	37,656,290	\$	31,548,023				
State Totals			\$	69,204,313		\$ 69,204,313	\$	138,408,626

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION THIRD QUARTER PUC 99314 ALLOCATION DETAIL
MAY 19, 2021

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2020-21 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Quarter 3 Gross Allocation	Fiscal Year 2020-21 Funds from RTC Sections 6051.8(b), and 6201.8(b) Quarter 3 Gross Allocation	Fiscal Year 2020-21 Quarter 3 Paid
		A	B	C= (A+B)
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	18,670	15,641	34,311
Transportation Agency for Monterey County Monterey-Salinas Transit	19,637,486	129,813	108,756	238,569
Nevada County Local Transportation Commission				
County of Nevada	369,077	2,440	2,044	4,484
City of Truckee	323,083	2,136	1,789	3,925
Regional Entity Totals	692,160	4,576	3,833	8,409
Orange County Transportation Authority City of Laguna Beach	1,910,271	12,628	10,579	23,207
Orange County Transportation Authority Regional Entity Subtotals	110,748,483 112,658,754	732,102 744,730	613,347 623,926	1,345,449 1,368,656
Orange County Transportation Authority - Corresponding to SCRRA***	NA	344,632	288,729	633,361
Regional Entity Totals	112,658,754	1,089,362	912,655	2,002,017
Placer County Transportation Planning Agency City of Auburn	21,830	144	121	265
County of Placer	5,410,141	35,764	29,962	65,726
City of Roseville	1,175,827	7,773	6,512	14,285
Regional Entity Totals	6,607,798	43,681	36,595	80,276
Plumas County Local Transportation Commission County of Plumas	346,829	2,293	1,921	4,214
County Service Area 12 - Specialized Service	80,198	530	444	974
Regional Entity Totals	427,027	2,823	2,365	5,188
Riverside County Transportation Commission City of Banning	208,349	1,377	1,154	2,531
City of Beaumont	318,557	2,106	1,764	3,870
City of Corona	426,555	2,820	2,362	5,182
Palo Verde Valley Transit Agency	175,762	1,162	973	2,135
City of Riverside - Specialized Service	493,635	3,263	2,734	5,997
Riverside Transit Agency	18,329,390	121,166	101,512	222,678
Sunline Transit Agency	11,506,078	76,061	63,723	139,784
Regional Entity Subtotals	31,458,326	207,955	174,222	382,177
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	175,369	146,923	322,292
Regional Entity Totals	31,458,326	383,324	321,145	704,469
Council of San Benito County Governments San Benito County Local Transportation Authority	151,384	1,001	838	1,839

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



BETTY T. YEE
California State Controller

May 18, 2021

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

SUBJECT: Fiscal Year 2020-21 Third Quarter State of Good Repair Program Allocation

Enclosed is a summary schedule of State of Good Repair (SGR) program funds allocated for the third quarter of fiscal year (FY) 2020-21 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the amount calculated pursuant to PUC section 99314 for each TPA by operator.

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

This is the third allocation for FY 2020-21. The total amount allocated to all agencies for the third allocation is \$28,843,800.30. The payment is scheduled to issue on May 19, 2021. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information about this schedule. Information for the SGR program can be found on the California Department of Transportation website at: <https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair>.

Sincerely,

(Original Signed)

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

STATE CONTROLLER'S OFFICE
2020-21 STATE OF GOOD REPAIR PROGRAM
THIRD QUARTER ALLOCATION SUMMARY
MAY 19, 2021

Regional Entity	Amount Based on PUC 99313 Allocation Fiscal Year 2020-21 Quarter 3	Amount Based on PUC 99314 Allocation Fiscal Year 2020-21 Quarter 3	Total Fiscal Year 2020-21 Quarter 3
	A	B	C= (A+B)
Metropolitan Transportation Commission	\$ 2,824,189.07	\$ 7,729,720.77	\$ 10,553,909.84
Sacramento Area Council of Governments	709,336.28	249,999.90	959,336.18
San Diego Association of Governments	351,058.03	85,927.08	436,985.11
San Diego Metropolitan Transit System	860,959.40	353,777.87	1,214,737.27
Tahoe Regional Planning Agency	38,951.91	2,279.47	41,231.38
Alpine County Transportation Commission	414.00	32.45	446.45
Amador County Transportation Commission	13,658.13	516.79	14,174.92
Butte County Association of Governments	76,233.71	4,112.37	80,346.08
Calaveras County Local Transportation Commission	16,321.53	201.11	16,522.64
Colusa County Local Transportation Commission	7,939.81	356.75	8,296.56
Del Norte County Local Transportation Commission	9,895.94	517.94	10,413.88
El Dorado County Local Transportation Commission	62,755.75	4,381.89	67,137.64
Fresno County Council of Governments	370,982.96	67,452.63	438,435.59
Glenn County Local Transportation Commission	10,657.95	301.53	10,959.48
Humboldt County Association of Governments	48,324.02	8,297.26	56,621.28
Imperial County Transportation Commission	68,434.56	6,288.12	74,722.68
Inyo County Local Transportation Commission	6,736.98	0.00	6,736.98
Kern Council of Governments	332,627.03	20,496.22	353,123.25
Kings County Association of Governments	55,685.25	2,242.23	57,927.48
Lake County/City Council of Governments	23,215.48	1,263.26	24,478.74
Lassen County Local Transportation Commission	10,452.40	473.22	10,925.62
Los Angeles County Metropolitan Transportation Authority	3,687,850.66	4,774,972.53	8,462,823.19
Madera County Local Transportation Commission	57,330.71	1,928.49	59,259.20
Mariposa County Local Transportation Commission	6,549.56	184.87	6,734.43
Mendocino Council of Governments	31,881.77	2,425.19	34,306.96
Merced County Association of Governments	102,780.71	5,024.23	107,804.94
Modoc County Local Transportation Commission	3,469.28	272.61	3,741.89
Mono County Local Transportation Commission	4,880.92	7,151.86	12,032.78
Transportation Agency for Monterey County	159,921.10	49,728.58	209,649.68
Nevada County Local Transportation Commission	35,567.83	1,752.77	37,320.60
Orange County Transportation Authority	1,157,994.31	417,309.88	1,575,304.19
Placer County Transportation Planning Agency	114,691.51	16,733.12	131,424.63
Plumas County Local Transportation Commission	6,619.53	1,081.38	7,700.91
Riverside County Transportation Commission	885,372.63	146,842.93	1,032,215.56
Council of San Benito County Governments	22,603.92	383.35	22,987.27
San Bernardino County Transportation Authority	790,478.08	170,298.22	960,776.30
San Joaquin Council of Governments	280,453.46	65,353.17	345,806.63
San Luis Obispo Area Council of Governments	100,510.64	7,103.62	107,614.26
Santa Barbara County Association of Governments	163,798.93	41,342.07	205,141.00
Santa Cruz County Transportation Commission	98,326.12	88,341.43	186,667.55
Shasta Regional Transportation Agency	64,544.04	3,438.57	67,982.61
Sierra County Local Transportation Commission	1,160.42	44.99	1,205.41
Siskiyou County Local Transportation Commission	16,117.79	687.10	16,804.89
Stanislaus Council of Governments	202,178.06	11,491.74	213,669.80
Tehama County Transportation Commission	23,610.26	492.76	24,103.02
Trinity County Transportation Commission	4,911.36	192.99	5,104.35
Tulare County Association of Governments	173,999.02	18,507.49	192,506.51
Tuolumne County Transportation Council	19,908.25	514.66	20,422.91
Ventura County Transportation Commission	305,559.09	49,660.69	355,219.78
State Totals	\$ 14,421,900.15	\$ 14,421,900.15	\$ 28,843,800.30

STATE CONTROLLER'S OFFICE
2020-21 STATE OF GOOD REPAIR PROGRAM THIRD
QUARTER ALLOCATION BASED ON PUC 99314 ALLOCATION DETAIL
MAY 19, 2021

Regional Entity and Operator(s)	Revenue Basis	Amount Based on PUC 99314 Allocation Fiscal Year 2020-21 Quarter 3
Mendocino Council of Governments Mendocino Transit Authority	957,692	2,425.19
Merced County Association of Governments Transit Joint Powers Authority of Merced County Yosemite Area Regional Transportation System (YARTS) Regional Entity Totals	1,025,125 958,913 1,984,038	2,595.95 2,428.28 5,024.23
Modoc County Local Transportation Commission Modoc Transportation Agency - Specialized Service	107,653	272.61
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	7,151.86
Transportation Agency for Monterey County Monterey-Salinas Transit	19,637,486	49,728.58
Nevada County Local Transportation Commission County of Nevada City of Truckee Regional Entity Totals	369,077 323,083 692,160	934.62 818.15 1,752.77
Orange County Transportation Authority City of Laguna Beach Orange County Transportation Authority Regional Entity Subtotals Orange County Transportation Authority - Corresponding to SCRRRA*** Regional Entity Totals	1,910,271 110,748,483 112,658,754 NA 112,658,754	4,837.43 280,451.61 285,289.04 132,020.84 417,309.88
Placer County Transportation Planning Agency City of Auburn County of Placer City of Roseville Regional Entity Totals	21,830 5,410,141 1,175,827 6,607,798	55.28 13,700.26 2,977.58 16,733.12
Plumas County Local Transportation Commission County of Plumas County Service Area 12 - Specialized Service Regional Entity Totals	346,829 80,198 427,027	878.29 203.09 1,081.38
Riverside County Transportation Commission City of Banning City of Beaumont City of Corona Palo Verde Valley Transit Agency City of Riverside - Specialized Service Riverside Transit Agency Sunline Transit Agency Regional Entity Subtotals Riverside County Transportation Commission - Corresponding to SCRRRA*** Regional Entity Totals	208,349 318,557 426,555 175,762 493,635 18,329,390 11,506,078 31,458,326 NA 31,458,326	527.61 806.69 1,080.18 445.09 1,250.05 46,416.05 29,137.18 79,662.85 67,180.08 146,842.93
Council of San Benito County Governments San Benito County Local Transportation Authority	151,384	383.35

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

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



MICHAEL WOODMAN, Executive Director

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File: 1200.4

July 1, 2021

Senator Brian Dahle
 1st Senate District
 California Legislature
 State Capitol
 P.O. Box 942849
 Sacramento, California 94249-0115

Senator Dahle,

The Nevada County Transportation Commission would like to express its appreciation for your support of our State Route 49 Corridor Improvement Project – Phase 1 (4E170), one of the Member Designated Projects that California Congressman Doug LaMalfa submitted to the House Transportation and Infrastructure Committee. The Commission recognizes that your efforts in requesting a letter of support were instrumental in securing the required documents for the funding application for this project.

The Commission appreciates your identification of the State Route 49 Corridor Improvement Project – Phase 1 as a priority for the 1st Assembly District, and it is our hope that with assistance from the California Legislative Delegation, this project will ultimately be approved to receive state or federal funding for construction. The planned Phase 1 of this project is the beginning of a critical transportation safety improvement to State Route 49 and will contribute greatly to goods movement through the region, address the economic needs of the community, and help to facilitate evacuation in the event of a catastrophic wildfire.

If the Nevada County Transportation Commission can provide any further information in support of this project, please feel free to contact me at 916-716-2559 or mwoodman@nccn.net.

Sincerely,

Mike Woodman, Executive Director
 Nevada County Transportation Commission

JAN ARBUCKLE – Grass Valley City Council
 ANDREW BURTON – Member-At-Large, Chair
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MICHAEL WOODMAN, Executive Director

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File: 1200.4

July 1, 2021

Assemblywoman Megan Dahle
 1st Assembly District
 California Legislature
 State Capitol
 P.O. Box 942849
 Sacramento, California 94249-0115

Assemblywoman Dahle,

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Sincerely,

Mike Woodman, Executive Director
 Nevada County Transportation Commission



North State Super Region

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

Jon Clark
 Butte County Assn. of Governments

Scott Lanphier
 Colusa County Transportation Comm.

Tamera Leighton
 Del Norte Local Transportation Comm.

Cole Grube
 Glenn County Transportation Comm.

Beth Burks
 Humboldt Co Assn of Governments

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

John Clerici
 Lassen County Transportation Comm.

Nephele Barrett
 Mendocino County Council of Govts

Debbie Pedersen
 Modoc County Transportation Comm.

Mike Woodman
 Nevada County Transportation Comm.

Daniel S. Little
 Shasta County SRTA/MPO

Tim Beals
 Sierra County Transportation Comm.

Jeff Schwein
 Siskiyou County Local Trans. Comm.

Jessica Riske-Gomez
 Tehama County Transportation Comm.

Richard Tippet
 Trinity County Transportation Comm.

John Mannle
 Plumas County Transportation Comm.

May 20, 2021

The Honorable David S. Kim
 Secretary, California State Transportation Agency
 915 Capitol Mall, Suite 350B
 Sacramento, CA 95814

Subject: Comments on the Draft Climate Action Plan for Transportation Infrastructure (CAPTI)

Dear Secretary Kim:

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

The NSSR appreciates the opportunity to review and comment on the Draft CAPTI. The NSSR looks forward to continued coordination to provide input on the potential revisions to the draft strategies so we can best assist in meeting the State's climate goals, while also continuing to deliver vital transportation projects that address the critical rural regional needs and priorities across the North State. The NSSR certainly recognizes the importance of the State's climate goals and believe our input can assist in the successful implementation of Executive Order N 19-19.

The NSSR requests that California State Transportation Agency (CalSTA) include additional language and clarifying information in the final version of the CAPTI related to implementation of the strategies to identify the differences that exist between urban, suburban, and rural areas of the state and the associated applicability to ensure priority projects in the North State are not disadvantaged.

It is critical that the CAPTI acknowledge and address the differences of transportation projects in rural areas, as well as the challenges related to delivering critical transportation projects that are often dependent on leveraging funding from the discretionary funding programs addressed by EO N 19 19. It is important to note that the California Transportation Plan 2050 identified that the entire North State Super Region only accounts for 6% of the state's Vehicle Miles Traveled (VMT). Therefore, it is critical that careful consideration be given to the practical implementation as it applies to the NSSR and other rural areas of the state to avoid unintended consequences, while still achieving the goals of the Executive Order and regional priorities.

The majority of rural projects that are planned to increase capacity on state highways are needed to address a long history of severe injuries and fatalities, provide interregional connections between rural disadvantaged communities and suburban/urban economic job centers/multi-modal transportation options, are critical goods movement improvements, are needed to provide safe evacuation in the event of wildfires, and reduce Greenhouse Gas (GHG) emissions and do not significantly increase VMT. To no longer prioritize investment in the completion of these rural corridors will result in additional lives lost and move us in the opposite direction of attempting to achieve zero fatalities.

NSSR also offers the following specific comments on the Guiding Principles and Draft Investment Strategies:

- ***Guiding Principal – Promoting projects that do not significantly increase passenger vehicle travel:*** NSSR understands the importance of reducing VMT to improve air quality and reach the State's climate goals. However, additional language is needed to help make the clear distinction that while limited in number, the majority of rural projects that add capacity are safety and operational improvements that do not induce significant VMT growth. These projects often are improving safety and operations on interregional routes connecting rural disadvantaged communities to economic job centers and multi-modal transportation options, help to reduce conflicts between freight and passenger vehicles, and are needed to facilitate the ability to safely evacuate residents in the event of a wildfire.

It is important to recognize that the urban-based research on induced demand elasticities is in most cases not applicable to rural state highways. The following excerpt from page 20 of the *OPR Technical Advisory on Evaluating the Transportation Impacts in CEQA* states:

“... Given that lead agencies have discretion in choosing their methodology, and the studies on induced travel reveal a range of elasticities, lead agencies may appropriately apply professional judgment in studying the transportation effects of a particular project. The most recent major study (Duranton and Turner, 2011), estimates an elasticity of 1.0, meaning that every percent change in lane miles results in a one percent increase in VMT. This method would not be suitable for rural (non-MPO) locations in the state which are neither congested nor projected to become congested.”

It is important to recognize that the urban-based research on induced demand elasticities is not applicable to the majority of rural state highway projects and that it is dependent on the context of the location. The factors that drive induced demand, such as congestion extending over long periods of the day resulting in latent demand, congested parallel facilities, re-routing of traffic, viable multi-modal alternatives, and significant travel time savings are not present to result in induced demand. Additionally, many rural areas do not have significant population growth or economic development opportunities adjacent to the projects, which can lead to induced demand, and most rural projects are typically only a few miles in length. Data is available from rural highway expansion projects that support this point.

Furthermore, many of these rural transportation projects that are planned for the near-term or already under construction required a decade or more to plan, design, and deliver and these corridors remain uncompleted. This is due in part to the small formula share of funding each rural agency receives. Without the continued focus and partnership of the Interregional Improvement Program, Senate Bill 1 grant programs, and Regional Improvement Program funding on these critical rural projects they most likely will not be able to be completed. To no longer support these projects in rural areas will result in increased fatalities, undermine the regional planning process, be counter to geographic equity, and present social and political

challenges for future planning and project delivery, as well as the implementation of the Executive Order.

- ***Guiding Principal – Making safety improvements to reduce fatalities and severe injuries of all users.*** NSSR wholeheartedly supports reducing fatalities and severe injuries of all users towards zero. However, the type of safety improvement projects listed under this strategy should also consider the type of improvements that are needed in rural areas. Rural safety projects are often focused on reducing fatalities and improving operations because rural highways have much higher fatality rates than highways in urban areas. Rural safety projects often include projects to provide safe passing, installation of truck climbing lanes, median barriers, collecting ingress and egress via frontage roads to new access-controlled intersections, and constructing continuous shoulders for bicyclists, disabled vehicles, and emergency access. These projects may necessitate widening the highway to provide the infrastructure necessary to improve safety and operations, and in some cases to provide the infrastructure needed to handle emergency evacuations and to allow for contra-flow emergency lane management, all of which can be perceived as adding capacity, but in most cases do not significantly induce VMT. This difference between urban and rural safety improvements and the lifesaving value of rural safety projects should be considered when an action plan is developed to include safety.
- ***Strategy 1.3:*** The NSSR requests that language be included to clarify that the early planning phases for projects located in uncompleted interregional highway corridors that align with CAPTI are also eligible for fast tracking in into the Interregional Transportation Improvement Program (ITIP). The State needs to prioritize ITIP funding for completion of the interregional corridors that have been included in previous and current versions of the Interregional Transportation Strategic Plan (ITSP). Statute requires that 60% of the ITIP funds to be spent on the Interregional Roadway System (IRRS) outside of the urbanized areas. These projects are focused on improving safety and operations for all users, reduce GHG emissions, and address equity by providing connectivity for rural low-income and economically disadvantaged communities.
- ***Strategy 2:*** The NSSR supports the strategy to identify opportunities to revitalize transit public transit services and support Zero Emission Vehicle (ZEV) infrastructure deployment throughout the Super Region. Additional transit funding is needed in order for rural transit operators to increase frequencies and is needed to fund interregional transit connections to make transit a viable alternative to the automobile and assist in reducing VMT. NSSR also suggests that if statewide rail and transit will be centered around the California State Rail Plan, that consideration be given to how rural counties can make connections to the passenger rail network.

NSSR is appreciative that this strategy acknowledges the importance of making ZEV infrastructure available to rural communities. ZEV and zero-emission-freight infrastructure investments in rural areas of the state need to identify a reliable source of energy to power the infrastructure. Many rural areas experience regular power outages. Transmission lines are particularly vulnerable in rural areas due to natural disasters, which continue to be exacerbated by climate change. PG&E's power shutdowns due to weather conditions presenting high fire danger also need to be addressed, as many rural areas are hit by these planned shutoff's which, in turn affect the ability of rural areas to support ZEV infrastructure.

- ***Strategy 2.4:*** While the NSSR supports increased funding for the Active Transportation Program (ATP), it strongly opposes the proposed strategy to increase funding by redirecting funding from other existing transportation funding programs.

- **Strategy 2.5:** The NSSR also supports the opportunity to convene discussions to explore actions CalSTA can take to advance rail, transit, active transportation, and ZEV deployment in rural communities.
- **Strategy 3:** As the state focuses on equity and environmental justice in transportation planning and funding decisions, we need to ensure that there is a focus on geographic and economic equity across the state. Many of the rural areas across the state are economically-disadvantaged, lack affordable housing, and also depend on interregional connections to access multi-modal options, employment, education, health services, and these rural highways serve as critical evacuation and goods movement routes. Both state policy and funding decisions going forward need to acknowledge and address the historic lack of investment in these areas and understand the unique challenges and differences of rural areas of the state.
- **Strategy 4.2:** The CAPTI language regarding the alignment of the ITSP update with the CAPTI framework should include the following clarifying statements publicly made by CalSTA that, “Although California’s statewide transportation funding programs have different statutory purposes and invest in various types of infrastructure, collectively they can offer a shared transportation vision. Understanding that there isn’t a one-size-fits-all approach to the transportation needs of the state’s diverse communities, CAPTI calls for a range of investment strategies.” It should also include the statement that “CAPTI will not ban highway capacity projects. However, upon approval of CAPTI and program guidelines updates, projects that could substantially increase VMT, generally in urbanized areas, may not achieve the same prioritization or competitiveness in some programs as in previous years.”
- **Strategy 5.2:** NSSR appreciates the consideration for physical climate risk as many rural counties are faced with undertaking planning efforts to address the adverse climate related events and infrastructure improvements to address things such as wildland fires, sea level rise, increased snow events, landslides, flooding, and washouts. In 2017 significant weather events caused \$1.5B of damage to California’s Road System. This highlights the importance of consideration being given to hazard mitigations when improving existing facilities, such as rock fall protection, bridge reinforcement, removing roads from new climate related flood elevations, and landslides/slip outs etc. Funding consideration should be given to transportation projects that have assessed and are planned to address the physical climate risks, including projects to harden infrastructure. Additionally, development of the Climate Risk Assessment Planning and Implementation guidance needs to address climate related wildfire risks and prioritize funding for projects are identified as necessary to improve state highways in high wildfire risk areas that serve as major evacuation routes.
- **Strategy 6.1:** The NSSR supports additional research and support for establishment of statewide and regional VMT mitigation exchange and VMT mitigation bank programs to assist implementation of Senate 743 and providing a nexus to funding regional projects that reduce VMT.

Sincerely,



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



Cc: Toks Omishakin, Director, California Department of Transportation
Hilary Norton, Chair, California Transportation Commission
Mitch Weiss, Executive Director, California Transportation Commission
Ronda Paschal, Deputy Legislative Secretary, Office of Governor Gavin Newsom
Mark Tollefson, Deputy Cabinet Secretary, Office of Governor Gavin Newsom
James Barba, Consultant, Office of Senate President pro Tempore Atkins
Julius McIntyre, Consultant, Office of Assembly Speaker Rendon
Heather Wood, Consultant, Senate Republican Caucus
Daniel Ballon, Consultant, Assembly Republican Caucus

NEWS RELEASE



Date: July 8, 2021 #21-209

District: District 3 - Marysville, <https://dot.ca.gov/caltrans-near-me/district-3>

Contact: Raquel Borrayo
raquel.borrayo@dot.ca.gov

Phone: (530) 701-5209

FOR IMMEDIATE RELEASE

Caltrans Seeks Community Feedback about Future SR-49 Projects

Online Survey Covers Multimodal Transportation Options

MARYSVILLE – Caltrans District 3 is conducting an online survey soliciting valuable feedback from community members that will guide future project development to improve travel on the State Route 49 (SR-49) corridor between Auburn and Grass Valley.

The survey is available at www.Hwy49CorridorPlan.com with public input requested by **August 15, 2021**.

Survey results will be incorporated into the SR-49 Comprehensive Multimodal Corridor Plan (CMCP) being developed by Caltrans and its corridor partners, including local governments, community groups and transportation planning agencies in Placer and Nevada counties.

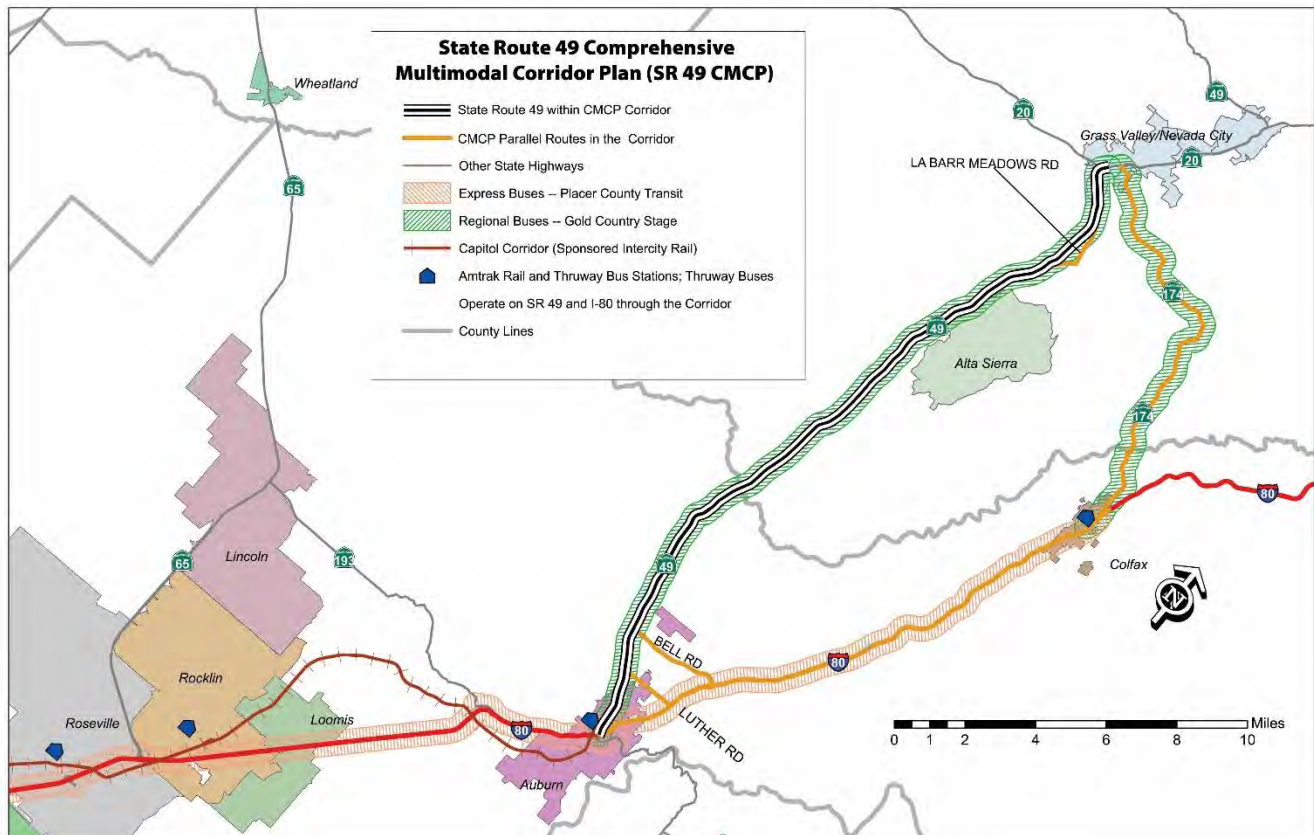
The CMCP will develop a strategy and identify future projects along the 25-mile corridor aimed at reducing greenhouse gas emissions and improving livability in the community through operational improvements, technological advancements and increased multimodal options such as bike and pedestrian facilities, local and express bus routes, and passenger and freight rail.

For more information about the SR-49 CMCP, contact Caltrans planning manager Will Schilling at will.schilling@dot.ca.gov.

Caltrans District 3 is responsible for maintaining and operating 4,385 highway lane miles in 11 Sacramento Valley and Northern Sierra counties. Follow us on [Twitter](#) and on [Facebook](#). Check out Caltrans' "QuickMap" for real-time road conditions at quickmap.dot.ca.gov/ or download the free QuickMap app at the [App Store](#) or [Google Play](#).

###

NEWS RELEASE



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



MICHAEL WOODMAN, Executive Director

Grass Valley • Nevada City


COMMISSION

Nevada County • Truckee

File: 71.0, 1200.4.0.2, 200.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Mike Woodman, Executive Director 

SUBJECT: Executive Director's Report for the July 2021 Meeting

DATE: July 21, 2021

UPDATE: ACTIVE TRANSPORTATION PROGRAM STATE BUDGET AUGMENTATION

At the June California Transportation Commission (CTC) meeting, Commission staff presented the Draft 2021 Active Transportation Program Augmentation Framework. This framework outlines how the CTC proposes to use the \$500 million in Active Transportation Program funds that are included in The Budget Act of 2021 (AB 128), as approved by the Senate and Assembly on June 14, 2021, subject to approval by the Governor. The framework also included an implementation schedule. Subsequent to the June CTC Meeting, the legislature passed Senate Bill (SB) 129 amending the Budget Act of 2021. SB 129 states that the \$500 million in Active Transportation Program funds for the 2021 Active Transportation Program Augmentation shall not be available for encumbrance or expenditure unless additional legislation is enacted by October 10, 2021. In other words, the legislature and the Governor need to pass another bill before the Commission can proceed with the 2021 Active Transportation Program Augmentation. NCTC staff will continue to monitor the status of the proposed State Budget Active Transportation Program Augmentation.

SR 49 CORRIDOR IMPROVEMENT PROJECT - SUBMITTAL OF FEDERAL EARMARK REQUESTS UPDATE

NCTC staff in coordination with the County Board of Supervisors Office and Nevada County Department of Public Works submitted a federal earmark request in the amount of \$15 million necessary to fund the State Route (SR) 49 Corridor Improvement Project – Phase 1, for consideration by Congressman Doug LaMalfa, Senator Alex Padilla, and Senator Diane Feinstein.

The SR 49 Corridor Improvement Project – Phase 1 proposes construction of segments of northbound and southbound truck climbing lanes, auxiliary lanes, 10' shoulders, a 16' wide continuous two-way left turn-lane and eliminates the existing merge points, improving the highway segment between the terminus of the previous project at La Barr Meadows Road (Post Mile 10.8) and to the south of the McKnight

Way Interchange (Post Mile 13.3) to four lanes. The project also includes right turn lanes in the southbound direction at Crestview Drive, Smith Road, Bethel Church Way, and Wellswood Way.

Congressman LaMalfa had submitted our project as one of his five Member Designated Project funding requests, but ultimately it was not selected by the House Transportation and Infrastructure Committee.

NCTC staff recently were informed that Senator Padilla has requested \$10 million for the SR 49 Corridor Improvement Project – Phase 1. In the coming weeks, the Senate Transportation-Housing and Urban Development (T-HUD) Subcommittee will be vetting submissions and making decisions regarding which projects will ultimately be included in the upcoming Fiscal Year 2022 spending legislation. Competition for T-HUD dollars is going to be particularly fierce, as Senator Padilla and other members of the Senate have submitted a large number of project requests, but the project has cleared the first hurdle in the Senate's federal earmark process. NCTC staff will continue to monitor the process.

FINAL CLIMATE ACTION PLAN FOR TRANSPORTATION INFRASTRUCTURE

On July 12, 2021 the California State Transportation Agency (CalSTA) announced the adoption of the final Climate Action Plan for Transportation Infrastructure (CAPTI) <https://calsta.ca.gov/-/media/calsta-media/documents/capti-july-2021-a11y.pdf>. Through the adoption of the CAPTI, CalSTA has indicated that California will prioritize sustainable transportation projects in funding decisions as part of a new climate action strategy. Under the new strategy adopted today, where feasible and within existing funding program structures, the state will invest discretionary transportation funds in sustainable infrastructure projects that align with its climate, health, and social equity goals.

To steer those investments, the plan has 10 guiding principles:

- Building toward an integrated, statewide rail and transit network
- Investing in networks of safe and accessible bicycle and pedestrian infrastructure
- Advancing investments in light-, medium- and heavy-duty zero-emission vehicle infrastructure
- Strengthening the commitment to social and racial equity by reducing public health and economic harms and maximizing community benefits
- Making safety improvements to reduce fatalities and severe injuries of all users toward zero
- Assessing physical climate risk for transportation infrastructure projects
- Promoting projects that do not substantially increase passenger vehicle travel
- Promoting compact infill development while protecting residents and businesses from displacement
- Developing a zero-emission freight transportation system
- Protecting natural and working lands.

NCTC staff in coordination with the North State Super Region and California Rural Counties Task Force, will continue to monitor implementation of the CAPTI investment strategies to ensure that critical rural transportation improvements are not disadvantaged in state funding decisions.



July 2021
Caltrans District 3 Project Status Report

14

Highway 20		
0H690 NEV/PLA Turnouts	CO-RTE-PM	NEV - 20 - 25.15 (+ other various locations in other counties)
	Location	In Nevada county on Route 20 and Placer county on Route 193 at various locations.
	Description	Construct Turnouts
	Funding Source	SHOPP - Operational Improvements (310)
	Total Cost	\$3,203,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	Construction is expected to begin Fall 2021. Target completion Fall 2022.
2H62U Omega Curve Correction (2H620) (0H240) (1H810) (0H660)	CO-RTE-PM	NEV - 20 - 29.7/39.8
	Location	In Nevada County, near Omega, from 0.1 mile east of White Cloud Campground to 1.3 miles west of Zeibright Road.
	Description	Curve improvement, widen shoulders, and add turnout.
	Funding Source	SHOPP - Safety (010) and Operational Improvements (310)
	Total Cost	\$61,443,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	Construction is expected to begin Summer 2022. Target completion Winter 2025.
4H070 Gold Nugget	CO-RTE-PM	NEV - 20 - 12.2/20.0
	Location	In and near Grass Valley and Nevada City, from RTE 20/49 SEP (Br#17-0049) to Rim Rock Lane.
	Description	Repair pavement, drainage, sign panels, ADA facilities, and roadside planting & irrigation. Install new storm water improvement, Maintenance Vehicle Pullouts (MVPs), and shoulder widening.
	Funding Source	SHOPP - Asset Management (120)
	Total Cost	\$23,990,000
	Planning	COMPLETE
	Environmental	Target completion Summer 2021.
	Design	Target completion Spring 2023.
	Construction	Construction is expected to begin Summer 2024. Target completion Fall 2024.
0J520 NEV 20 CAPM	CO-RTE-PM	NEV - 20 - 20 / 46.119
	Location	Pavement CAPM and drainage improvements in Nevada County east of Nevada City from Rim Rock Road to Jct20/80
	Description	Class II Pavement CAPM on Mainline and ramps, rehabilitate or replace poor conditions drainage systems. Evaluate /rehabilitate/replace poor condition lighting, sing panels, and TMS elements.
	Funding Source	SHOPP - Asset Management (121)
	Total Cost	\$38,010,000
	Planning	COMPLETE
	Environmental	Target completion Summer 2023.
	Design	Target completion Spring 2025.
	Construction	Construction is expected to begin Summer 2025. Target completion Fall 2026.
Highway 49		
0H210 Culvert Rehab (South)	CO-RTE-PM	NEV - 49 - 0.0/7.5
	Location	From Placer County Line to North of Lime Kiln Rd.
	Description	Culvert rehabilitation.
	Funding Source	SHOPP - Drainage (151) **SB1**
	Total Cost	\$5,153,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	Construction is expected to begin Summer 2021. Target completion Fall 2022.
4E170 Nev-49 Corridor Improvement Project	CO-RTE-PM	NEV - 49 - 11.1/13.3
	Location	In Nevada County, from La Bar Meadows Road to McKnight Way.
	Description	Widen SR 49 to a four-lane highway with a continuous median/left-turn lane and 8-foot shoulders.
	Funding Source	STIP - RIP (NCTC)
	Total Cost	\$75,106,000
	Planning	COMPLETE
	Environmental	Target completion for Project Acceptance and Environmental Document (PA&ED) is August 2021. Caltrans will have another public meeting after the Draft Environmental Document is complete (May 2021) to present the alternatives to the public for comment and a preferred alternative will be selected.
	Design	Target completion Summer 2025.
	Construction	Construction is expected to begin Summer 2026. Target completion Fall 2028.



July 2021
Caltrans District 3 Project Status Report

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	COMPLETE
	Environmental	Target completion Spring 2023.
	Design	Target completion Summer 2025.
	Construction	Construction is expected to begin Summer 2026. Target completion Fall 2028.
3H650 Round Valley	CO-RTE-PM	NEV - 49 - 8.3/8.7
	Location	In Nevada County on Route 49 from 0.1 mile south of Round Valley Road to 0.1 mile north of Quail Creek Drive.
	Description	Safety - Construct two-way left-turn lane.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$4,233,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	Target completion Fall 2021.
4H600 49 Safety Barrier	CO-RTE-PM	PLA - 49 - 8.7/10.6
	Location	In Placer County on Route 49 from 0.2 miles south of Lorensen Road to 0.4 miles north of Lone Star Road.
	Description	Construct concrete median barrier with roundabouts.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$26,340,000
	Planning	COMPLETE
	Environmental	Target completion Summer 2021.
	Design	Target completion Spring 2022.
	Construction	Construction is expected to begin Summer 2023. Target completion Summer 2024.

Interstate 80		
2H550 Zero Emission 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
	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 Summer 2021.
3F250 Slope Stabilization	CO-RTE-PM	NEV - 80 - 29.1/29.4
	Location	Near Truckee from east of Floriston Road to west of Farad Undercrossing.
	Description	Stabilize cut slope.
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$12,665,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	Target completion Summer 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	COMPLETE
	Construction	Target completion Fall 2021.



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2H000 Slope Stabilization	CO-RTE-PM	NEV - 80 - 29.5/29.7
	Location	Near Truckee, from Farad UC (Br#17-0064) to 2.17 miles west of Sierra Co. Line.
	Description	Reduce maintenance worker exposure and reduce rockfall hazard to freeway traffic at this cut slope location.
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$5,570,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
2H690 Slope Stabilization	Construction	Target completion Fall 2021.
	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
3H560 Yuba Pass SOH Bridge Repalcement	Design	COMPLETE
	Construction	Construction is expected to begin Spring 2022. Target completion Fall 2023.
	CO-RTE-PM	NEV - 080 - 58.7 /60.2
	Location	In Nevada County near Emigrant Gap at the Yuba Pass Separation OH Bridges (Br#17-0023L/R).
	Description	Replace bridges, widen WB direction for truck climbing lane, install TMS elements and communications.
	Funding Source	SHOPP - Bridge Rehabilitation (110)
	Total Cost	\$101,780,000
	Planning	COMPLETE
1H990 Soda Pavement Repair	Environmental	Target completion Winter 2021.
	Design	Target completion Winter 2023.
	Construction	Construction is expected to begin Summer 2024 Target completion Fall 2028.
	CO-RTE-PM	VAR - VAR - VAR
	Location	In Placer and Nevada Counties near Soda Springs from Troy Rd UC to East of Soda Springs OC.
	Description	Repair distressed pavement and design to current standards.
	Funding Source	SHOPP -Pavement Preservation and Rehabilitation, Drainage System Restoration, Safety Signs and Lighting (121, 122, 151, 170)
	Total Cost	\$85,590,000
3H580 Acid Flats	Planning	COMPLETE
	Environmental	Target completion February 2022.
	Design	Target completion March 2023.
	Construction	Construction is expected to begin Summer 2024. Target completion Summer 2026.
	CO-RTE-PM	NEV - 080 - 27.60/28.50
	Location	In Nevada County near Floriston at Truckee River Bridges (Br#17-0063L/R).
	Description	Replace bridges, install fiber optic and RWIS.
	Funding Source	SHOPP - Bridge Rehabilitation and Replacement (110)
1H180 Rumble Strips	Total Cost	\$64,259,000
	Planning	COMPLETE
	Environmental	Target completion Winter 2024.
	Design	Target completion September 2026.
	Construction	Construction is expected to begin Summer 2027. Target completion Fall 2029.
	CO-RTE-PM	NEV - 80 - 13.00/15.50
	Location	In Truckee from west of Donner Park OC (BR#17-0045) to Trout Creek UC (BR#17-0031).
	Description	Pavement Rehabilitation.
	Funding Source	SHOPP Pavement Rehabilitation (122)
	Total Cost	\$23,921,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	Construction is expected to begin Spring 2022. Target completion Fall 2022.



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Highway 89		
1J170 CAPM & Drainage Improvements	CO-RTE-PM	NEV - 89 - 0/0.529
	Location	In Placer and Nevada Counties on Route 89, 9.0 miles south of Truckee from Truckee River Bridge (Br # 19-0032) to Junction of
	Description	Class 2 pavement CAPM, rehabilitate drainage and replace 2 Extinguishable Message Signs (EMS).
	Funding Source	SHOPP - Roadway Preservation (121)
	Total Cost	\$14,370,000
	Planning	This project is waiting to be programmed into the 2022 SHOPP.
	Environmental	Target completion Summer 2024.
	Design	Target completion Spring 2025.
	Construction	Construction is expected to begin in Summer 2025. Target completion Fall 2027.

Highway 174		
4F370 Hwy 174 Safety Improvement Project	CO-RTE-PM	NEV - 174 - 2.7/4.6
	Location	In Nevada County, near Rollins Lake, from Maple Way to You Bet Road.
	Description	Safety - This project proposes to realign curves, widen shoulders, add a left turn lane at Greenhorn Access Rd.,
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$27,368,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	Target completion Fall 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	COMPLETE Caltrans is working with the City of Grass Valley to relinquish this section of highway.
	Design	N/A because of relinquishment
	Construction	N/A because of relinquishment