

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



MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

REGULAR TELECONFERENCE MEETING AGENDA

A regular meeting of the Nevada County Transportation Commission (NCTC) will be held on
Wednesday, July 19, 2023 at 9:45 a.m.

at the following locations:

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

Video Conferencing located at the
Donner Room, Truckee Town Hall
10183 Truckee Airport Rd, Truckee, CA 96161

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

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

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

To join the Zoom meeting by phone:

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

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

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

PUBLIC COMMENT:

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

Oral Comments: Please come to the podium, or use the Zoom **“Raise Hand”** feature, when the agenda item number and subject matter are announced. For items not on the agenda, please comment during the Public Comment time. When recognized, please provide your name and address for the record. The Chair may limit any individual to 3 minutes, and may limit the total time allocated for Public Comment to a minimum of 15 minutes. Time to address the Commission will be allocated based on the number of requests received. Not all members may be allowed to speak if the total time allotted expires.

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

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

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

REGULAR MEETING: 9:45 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 and May 2023

- Local Transportation Funds
- NCTC Administration/Planning Fund.
- Regional Transportation Mitigation Fee Program Fund.
- State Transit Assistance Fund.
- Regional Surface Transportation Program Fund.

2. [NCTC Minutes:](#) May 17, 2023 Meeting

Recommendation: Approve.

3. [TDA Allocation Request from Nevada County:](#) The County of Nevada is requesting allocations of LTF and STA Funds for FY 2023/24.

Recommendation: Adopt Resolution **23-12**.

4. [LTF Allocation Request from the City of Grass Valley:](#) The City of Grass Valley is requesting an allocation of LTF Funds for FY 2023/24.

Recommendation: Adopt Resolution **23-13**.

5. [LTF Allocation Request from the City of Nevada City](#): The City of Nevada City is requesting an allocation of LTF Funds for FY 2023/24.
Recommendation: Adopt Resolution **23-14**.

6. [TDA Allocation Request from the Town of Truckee](#): The Town of Truckee is requesting allocations of LTF and STA Funds for FY 2023/24.
Recommendation: Adopt Resolution **23-15**.

7. [Grass Valley, Nevada City, Town of Truckee, and Nevada County Local Participation Subrecipient Agreements for FY 2023/24](#): See staff report.
Recommendation: Adopt Resolution **23-16**.

8. [Allocation Request and Subrecipient Agreement for Nevada County Regional Surface Transportation Program Funds for FY 2023/24 Projects](#): See staff report.
Recommendation: Adopt Resolution **23-17**.

9. [Congestion Mitigation Air Quality Funding Adjustments](#): See staff report.
Recommendation: Adopt Resolution **23-18**.

ACTION ITEMS

10. [Professional Services Agreement for Fiscal and Compliance Audits](#): See staff report.
Recommendation: Adopt Resolution **23-19** by roll call vote.

11. [Professional Services Agreement to Update the Eastern Nevada County Transit Development Plan](#): See staff report.
Recommendation: Adopt Resolution **23-20** by roll call vote.

12. [Adoption of the Regional Transportation Mitigation Fee Program Update](#): See staff report.
Recommendation: Adopt Resolution **23-21** by roll call vote.

13. [Special Services Contract for Ladrin AI for Evacuation Software and Support Services](#): See staff report.
Recommendation: Adopt Resolution **23-22** by roll call vote.

INFORMATIONAL ITEMS

14. [Correspondence](#)

- A. Senator Brian Dahle and Assemblywoman Megan Dahle, [Draft 2023 State Highway System Management Plan: Climate and Adaptation and Resilience Funding](#), File 1200.4, 5/29/2023
- B. Malia M. Cohen, California State Controller, [Fiscal Year 2022-23 Third Quarter State of Good Repair Program Allocation](#), File 370.2.1, 5/17/2023
- C. Malia M. Cohen, California State Controller, [Fiscal Year 2022-23 Third Quarter State Transit Assistance Allocation](#), File 1370.0, 5/17/2023

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

16. [Project Status Report](#)

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

17. [Closed Session](#): Pursuant to Government Code Section 54947, Public Employee Performance Evaluation of the Executive Director, Michael Woodman

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

SCHEDULE FOR NEXT REGULAR MEETING: September 20, 2023.

ADJOURNMENT OF MEETING

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

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

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2023 NCTC MEETING SCHEDULE

JANUARY 25, 2023 – Meeting canceled

MARCH 20, 2023

MAY 17, 2023

JULY 19, 2023

SEPTEMBER 20, 2023

NOVEMBER 15, 2023

Meetings will be held at the Grass Valley City Council Chambers
at 9:45 a.m. unless noted otherwise

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 2022/23**

APRIL

TOWN OF TRUCKEE (5805) LTF

16.89%

Cash Balance 4/1/23	\$900,409.12
Additions	\$36,538.37
Deductions	<u>\$0.00</u>
Cash Balance 4/30/23	\$936,947.49
 <u>Budget and Allocations</u>	
Fund Balance 6/30/22	\$887,013.16
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$616,006.00</u>
AMOUNT TO BE ALLOCATED	\$1,503,019.16
 Total Amount of Approved Allocations	 <u>\$511,288.14</u>
BALANCE Available for Allocation	\$991,731.02

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-24	Transit/Paratransit Operations	\$511,288.14	\$383,466.10	\$127,822.04

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

APRIL

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 4/1/23	\$325,299.89
Additions	\$4,647.23
Deductions	<u>\$0.00</u>
Cash Balance 4/30/23	\$329,947.12

Budget and Allocations

Fund Balance 6/30/22	\$333,441.86
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$78,348.00</u>
AMOUNT TO BE ALLOCATED	\$411,789.86

Total Amount of Approved Allocations	<u>\$61,500.00</u>
BALANCE Available for Allocation	\$350,289.86

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
07/20/22 22-23	Nevada City Commercial Street Phase 2 Sidewalk & Railings	\$61,500.00	\$61,500.00	\$0.00
	TOTAL	\$61,500.00	\$61,500.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

APRIL

NEVADA COUNTY (5807) LTF

66.37%

Cash Balance 4/1/23	\$3,116,180.38
Additions	\$143,570.15
Deductions	<u>\$0.00</u>
Cash Balance 4/30/23	\$3,259,750.53

Budget and Allocations	
<u>Fund Balance 6/30/22</u>	\$3,777,627.82
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$2,420,473.00</u>
AMOUNT TO BE ALLOCATED	\$6,198,100.82

Total Amount of Approved Allocations	<u>\$5,140,820.00</u>
BALANCE Available for Allocation	\$1,057,280.82

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-21	Transit/Paratransit Operations	\$2,680,167.00	\$2,212,066.63	\$468,100.37
1/22/21 21-02	Reserved in the Fund Capital Purchase of 2 buses	\$2,460,653.00	\$0.00	\$2,460,653.00
	TOTAL	\$5,140,820.00	\$2,212,066.63	\$2,928,753.37

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

APRIL

GRASS VALLEY (5808) LTF

13.45%

Cash Balance 4/1/23	\$31,383.06
Additions	\$29,096.08
Deductions	<u>\$60,479.14</u>
Cash Balance 4/30/23	\$0.00

Budget and Allocations

Fund Balance 6/30/22	\$154,724.32
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$490,536.00</u>
AMOUNT TO BE ALLOCATED	\$645,260.32
Total Amount of Approved Allocations	<u>\$514,877.00</u>
BALANCE Available for Allocation	\$130,383.32

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-22	Transit/Paratransit Operations	\$514,877.00	\$490,316.07	\$24,560.93

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

APRIL

NEVADA CITY (5809) LTF

3.29%

Cash Balance 4/1/23	\$7,683.86
Additions	\$7,123.91
Deductions	<u>\$14,807.77</u>
Cash Balance 4/30/23	\$0.00

Budget and Allocations

Fund Balance 6/30/22	\$37,638.34
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$120,103.00</u>
AMOUNT TO BE ALLOCATED	\$157,741.34

Total Amount of Approved Allocations	<u>\$126,063.00</u>
BALANCE Available for Allocation	\$31,678.34

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/20/22 Reso 22-23	Transit/Paratransit Operations	\$126,063.00	\$119,804.38	\$6,258.62

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

APRIL

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 4/1/23	\$159,688.46
Additions	\$11,385.71
Deductions	<u>\$0.00</u>
Cash Balance 4/30/23	\$171,074.17

Budget and Allocations

Fund Balance 6/30/22	\$188,804.41
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$191,954.00</u>
AMOUNT TO BE ALLOCATED	\$380,758.41

Total Amount of Approved Allocations	<u>\$201,479.00</u>
BALANCE Available for Allocation	\$179,279.41

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-21	Nevada County Paratransit Operations	\$167,449.00	\$125,586.00	\$41,863.00
7/20/22 22-24	Truckee Paratransit Operations	\$34,030.00	\$25,522.50	\$8,507.50
	TOTAL	\$201,479.00	\$151,108.50	\$50,370.50

Nevada County Transportation Commission
Monthly Financial Report FY 2022/23

APRIL NCTC Administration & Planning (6327)

Cash Balance 4/1/23	\$429,933.47
Additions	\$163,861.44
Deductions	\$128,687.86
Cash Balance 4/30/23	\$465,107.05

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/22	\$536,795.06
Estimated Revenue	<u>\$2,125,205.82</u>
AVAILABLE FOR ALLOCATION	\$2,662,000.88
Total of Approved Allocations	<u>\$2,125,205.82</u>
BALANCE AVAILABLE FOR ALLOCATION	\$536,795.06

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$213,753.00	\$181,602.82	\$32,150.18	84.96%
	Indirect	\$35,564.85	\$20,381.20	\$15,183.65	57.31%
	Consultant Human Resources	\$5,000.00		\$5,000.00	0.00%
1.2	<u>Fiscal Administration</u>				
	NCTC Staff	\$232,683.99	\$185,705.22	\$46,978.77	79.81%
	Indirect	\$38,714.64	\$19,770.42	\$18,944.22	51.07%
	Fiscal Audit unallowable	\$51,500.00	\$0.00	\$51,500.00	0.00%
2.1	<u>Regional Transportation Plan</u>				
	NCTC Staff	\$47,956.64	\$39,024.75	\$8,931.89	81.38%
	Indirect	\$17,305.59	\$7,870.91	\$9,434.68	45.48%
	Transportation Engineering	\$25,000.00	\$1,531.88	\$23,468.12	6.13%
	Local Agency	\$30,000.00	\$5,649.83	\$24,350.17	18.83%
	Traffic Counts	\$10,000.00	\$3,885.94	\$6,114.06	38.86%
2.1.1	<u>Regional Transportation Plan Update</u>				
	NCTC Staff	\$56,053.91	\$46,959.58	\$9,094.33	83.78%
	Consultant	\$144,997.82	\$70,836.87	\$74,160.95	48.85%
2.2	<u>Transportation Improvement Program</u>				
	NCTC Staff	\$38,213.01	\$33,139.21	\$5,073.80	86.72%
	Indirect	\$14,248.63	\$5,184.05	\$9,064.58	36.38%
2.2.1	<u>Regional Transportation Mitigation Fee Update</u>				
	NCTC Staff	\$47,424.56	\$26,151.33	\$21,273.23	55.14%
	Consultant	\$99,937.42	\$62,166.47	\$37,770.95	62.21%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$46,317.03	\$39,048.51	\$7,268.52	84.31%
	Indirect	\$13,452.26	\$4,049.26	\$9,403.00	30.10%
2.3.3	<u>Eastern Nevada County Transit Development Plan</u>				
	NCTC Staff	\$34,534.13	\$6,079.63	\$28,454.50	17.60%
	Consultant	\$75,000.00		\$75,000.00	0.00%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$79,543.39	\$83,914.27	(\$4,370.88)	105.49%
	Indirect	\$28,108.04	\$11,663.09	\$16,444.95	41.49%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	
	Statewide Local Streets & Roads Ass	\$750.00		\$750.00	100.00%
	State Advocacy	\$50,000.00		\$50,000.00	0.00%
	PCPTA Rail Study	\$5,735.00		\$5,735.00	
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$23,303.16	\$15,144.49	\$8,158.67	64.99%
	Consultant	\$15,000.00	\$5,020.58	\$9,979.42	33.47%
2.4.4	<u>RCTF Rural Induced Demand Study</u>				
	NCTC Staff	\$49,089.89	\$27,460.37	\$21,629.52	55.94%
	Consultant	\$125,000.00	\$35,202.94	\$89,797.06	28.16%
2.4.6	<u>Nevada County Fleet Electrification</u>				
	NCTC Staff	\$16,999.36	\$6,687.64	\$10,311.72	39.34%
	Consultant	\$230,000.00		\$230,000.00	0.00%
	Contingency	\$222,019.50		\$222,019.50	0.00%
	TOTAL ALL WORK ELEMENTS	\$2,125,205.82	\$946,131.26	\$1,179,074.56	44.52%

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

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

APRIL

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 4/1/23	\$2,260,847.80
Additions	\$49,229.07
Deductions	\$0.00
Cash Balance 4/30/23	\$2,310,076.87

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2022/23**

JURISDICTION	COLLECTED/EXPENDED 2000/01 - 2021/22	COLLECTED/EXPENDED 2022/23	TOTAL COLLECTED/EXPENDED
Grass Valley	\$2,571,833.36	\$0.00	\$2,571,833.36
Nevada City	\$200,561.32	\$0.00	\$200,561.32
Nevada County	\$5,446,199.27	\$346,745.39	\$5,792,944.66
Total	\$8,218,593.95	\$346,745.39	\$8,565,339.34
Interest	\$235,972.25	\$29,979.22	\$265,951.47
Expenditures	\$6,466,436.37	\$54,777.57	\$6,521,213.94
TOTAL	\$1,988,129.83	\$321,947.04	\$2,310,076.87

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	EXPENDED YTD Accrual Basis	BALANCE
5/18/22 Reso 22-16	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	\$12,501.41	\$3,113,699.89
7/19/17 Reso 17-29	Grass Valley East Main Street/Bennett Street Intersection	\$1,500,000.00	\$1,457,723.84	\$42,276.16	\$42,276.16	\$0.00
9/21/22 Reso 22-34	NCTC RTMF Update W.E. 2.2.1 Consultant	\$136,715.84	\$36,778.42	\$99,937.42	\$0.00	\$99,937.42
9/21/22 Reso 22-34	NCTC RTMF Update W.E. 2.2.1 Staff	\$75,632.82	\$28,208.26	\$47,424.56	\$0.00	\$47,424.56
TOTAL		\$6,103,811.50	\$2,782,972.06	\$3,320,839.44	\$54,777.57	\$3,266,061.87

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

APRIL

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 4/1/23	\$4,323,606.72
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 4/30/23	\$4,323,606.72

Budget and Allocations

Fund Balance 6/30/22	\$4,049,337.78
Estimated STA Revenue	\$1,296,840.00
AMOUNT TO BE ALLOCATED	\$5,346,177.78

Total Approved Allocations	<u>\$721,628.86</u>
BALANCE Available for Allocation	\$4,624,548.92

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-21	Nevada County Transit/Paratransit Services	\$23,802.00	\$0.00	\$23,802.00
7/20/22 22-24	Truckee Transit/Paratransit Services	\$418,826.86	\$170,382.40	\$248,444.46
11/9/22 22-37	Truckee Transit/Paratransit Services Capital - Railyard	\$279,000.00	\$279,000.00	\$0.00
	TOTAL	\$721,628.86	\$449,382.40	\$272,246.46

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

APRIL

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 4/1/23	\$1,857,202.67
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 4/30/23	\$1,857,202.67
<u>Budget and Allocations</u>	
Fund Balance 6/30/22	\$2,420,872.04
Estimated RSTP Revenue	<u>\$0.00</u>
AMOUNT TO BE ALLOCATED	\$2,420,872.04
Total Amount of Approved Allocations	<u>\$2,088,763.23</u>
BALANCE Available for Allocation	\$332,108.81

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-26	Nevada City FY 2022/23 Commercial Street Improvement Phase 2	\$92,000.00	\$0.00	\$92,000.00	\$92,000.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road	\$160,000.00	\$128,390.50	\$31,609.50	\$12,720.00	\$18,889.50
7/20/22 22-25	Nev Co 2022/23 General Maintenance	\$490,594.00	\$0.00	\$490,594.00	\$490,594.00	\$0.00
9/21/22 22-34	NCTC Project: 2022/23 Regional Transportation Plan Update	\$69,997.82	\$0.00	\$69,997.82	\$0.00	\$69,997.82
3/20/23 23-01	Grass Valley FY 2022/23 Annual Street Rehab	\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$300,000.00
3/20/23 23-02	Truckee FY 2022/23 West River Project	\$1,104,561.91	\$0.00	\$1,104,561.91	\$0.00	\$1,104,561.91
	TOTAL	\$2,217,153.73	\$128,390.50	\$2,088,763.23	\$595,314.00	\$1,493,449.23

**Nevada County Transportation Commission
Monthly Financial Report 2022/23**

MAY

TOWN OF TRUCKEE (5805) LTF

16.89%

Cash Balance 5/1/23	\$936,947.49
Additions	\$53,725.44
Deductions	<u>\$120,440.15</u>
Cash Balance 5/31/23	\$870,232.78
 <u>Budget and Allocations</u>	
Fund Balance 6/30/22	\$887,013.16
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$616,006.00</u>
AMOUNT TO BE ALLOCATED	\$1,503,019.16
 Total Amount of Approved Allocations	 <u>\$511,288.14</u>
BALANCE Available for Allocation	\$991,731.02

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-24	Transit/Paratransit Operations	\$511,288.14	\$503,906.25	\$7,381.89

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

MAY

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 5/1/23	\$329,947.12
Additions	\$6,833.21
Deductions	<u>\$0.00</u>
Cash Balance 5/31/23	\$336,780.33

Budget and Allocations

Fund Balance 6/30/22	\$333,441.86
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$78,348.00</u>
AMOUNT TO BE ALLOCATED	\$411,789.86

Total Amount of Approved Allocations	<u>\$61,500.00</u>
BALANCE Available for Allocation	\$350,289.86

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
07/20/22 22-23	Nevada City Commercial Street Phase 2 Sidewalk & Railings	\$61,500.00	\$61,500.00	\$0.00
	TOTAL	\$61,500.00	\$61,500.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

MAY

NEVADA COUNTY (5807) LTF

66.37%

Cash Balance 5/1/23	\$3,259,750.53
Additions	\$211,103.30
Deductions	<u>\$0.00</u>
Cash Balance 5/31/23	\$3,470,853.83

Budget and Allocations	
<u>Fund Balance 6/30/22</u>	\$3,777,627.82
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$2,420,473.00</u>
AMOUNT TO BE ALLOCATED	\$6,198,100.82

Total Amount of Approved Allocations	<u>\$5,140,820.00</u>
BALANCE Available for Allocation	\$1,057,280.82

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-21	Transit/Paratransit Operations	\$2,680,167.00	\$2,212,066.63	\$468,100.37
1/22/21 21-02	Reserved in the Fund Capital Purchase of 2 buses	\$2,460,653.00	\$0.00	\$2,460,653.00
	TOTAL	\$5,140,820.00	\$2,212,066.63	\$2,928,753.37

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

MAY

GRASS VALLEY (5808) LTF

13.45%

Cash Balance 5/1/23	\$0.00
Additions	\$42,782.42
Deductions	<u>\$24,560.93</u>
Cash Balance 5/31/23	\$18,221.49

Budget and Allocations

Fund Balance 6/30/22	\$154,724.32
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$490,536.00</u>
AMOUNT TO BE ALLOCATED	\$645,260.32
Total Amount of Approved Allocations	<u>\$514,877.00</u>
BALANCE Available for Allocation	\$130,383.32

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-22	Transit/Paratransit Operations	\$514,877.00	\$514,877.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

MAY

NEVADA CITY (5809) LTF

3.29%

Cash Balance 5/1/23	\$0.00
Additions	\$10,474.89
Deductions	<u>\$6,258.62</u>
Cash Balance 5/31/23	\$4,216.27

Budget and Allocations

Fund Balance 6/30/22	\$37,638.34
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$120,103.00</u>
AMOUNT TO BE ALLOCATED	\$157,741.34
Total Amount of Approved Allocations	<u>\$126,063.00</u>
BALANCE Available for Allocation	\$31,678.34

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/20/22 Reso 22-23	Transit/Paratransit Operations	\$126,063.00	\$126,063.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

MAY

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 5/1/23	\$171,074.17
Additions	\$16,741.37
Deductions	<u>\$8,507.50</u>
Cash Balance 5/31/23	\$179,308.04

Budget and Allocations

Fund Balance 6/30/22	\$188,804.41
Revenue Revised Findings Reso 23-03 3/20/23	<u>\$191,954.00</u>
AMOUNT TO BE ALLOCATED	\$380,758.41

Total Amount of Approved Allocations	<u>\$201,479.00</u>
BALANCE Available for Allocation	\$179,279.41

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-21	Nevada County Paratransit Operations	\$167,449.00	\$125,586.00	\$41,863.00
7/20/22 22-24	Truckee Paratransit Operations	\$34,030.00	\$34,030.00	\$0.00
	TOTAL	\$201,479.00	\$159,616.00	\$41,863.00

Nevada County Transportation Commission
Monthly Financial Report FY 2022/23

MAY NCTC Administration & Planning (6327)

Cash Balance 5/1/23	\$465,107.05
Additions	\$184,803.97
Deductions	\$136,664.84
Cash Balance 5/31/23	\$513,246.18

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/22	\$536,795.06
Estimated Revenue	<u>\$2,125,205.82</u>
AVAILABLE FOR ALLOCATION	\$2,662,000.88
Total of Approved Allocations	<u>\$2,125,205.82</u>
BALANCE AVAILABLE FOR ALLOCATION	\$536,795.06

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$213,753.00	\$199,555.58	\$14,197.42	93.36%
	Indirect	\$35,564.85	\$22,618.47	\$12,946.38	63.60%
	Consultant Human Resources	\$5,000.00		\$5,000.00	0.00%
1.2	<u>Fiscal Administration</u>				
	NCTC Staff	\$232,683.99	\$203,316.46	\$29,367.53	87.38%
	Indirect	\$38,714.64	\$21,800.17	\$16,914.47	56.31%
	Fiscal Audit unallowable	\$51,500.00	\$0.00	\$51,500.00	0.00%
2.1	<u>Regional Transportation Plan</u>				
	NCTC Staff	\$47,956.64	\$43,773.83	\$4,182.81	91.28%
	Indirect	\$17,305.59	\$8,796.61	\$8,508.98	50.83%
	Transportation Engineering	\$25,000.00	\$1,531.88	\$23,468.12	6.13%
	Local Agency	\$30,000.00	\$5,649.83	\$24,350.17	18.83%
	Traffic Counts	\$10,000.00	\$3,885.94	\$6,114.06	38.86%
2.1.1	<u>Regional Transportation Plan Update</u>				
	NCTC Staff	\$56,053.91	\$51,925.19	\$4,128.72	92.63%
	Consultant	\$144,997.82	\$88,898.88	\$56,098.94	61.31%
2.2	<u>Transportation Improvement Program</u>				
	NCTC Staff	\$38,213.01	\$36,244.52	\$1,968.49	94.85%
	Indirect	\$14,248.63	\$5,933.55	\$8,315.08	41.64%
2.2.1	<u>Regional Transportation Mitigation Fee Update</u>				
	NCTC Staff	\$47,424.56	\$30,631.96	\$16,792.60	64.59%
	Consultant	\$99,937.42	\$62,166.47	\$37,770.95	62.21%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$46,317.03	\$42,173.33	\$4,143.70	91.05%
	Indirect	\$13,452.26	\$4,703.56	\$8,748.70	34.96%
2.3.3	<u>Eastern Nevada County Transit Development Plan</u>				
	NCTC Staff	\$34,534.13	\$9,564.20	\$24,969.93	27.69%
	Consultant	\$75,000.00		\$75,000.00	0.00%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$79,543.39	\$83,914.27	(\$4,370.88)	105.49%
	Indirect	\$28,108.04	\$12,294.71	\$15,813.33	43.74%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	
	Statewide Local Streets & Roads Ass	\$750.00		\$750.00	100.00%
	State Advocacy	\$50,000.00		\$50,000.00	0.00%
	PCPTA Rail Study	\$5,735.00		\$5,735.00	
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$23,303.16	\$16,789.53	\$6,513.63	72.05%
	Consultant	\$15,000.00	\$5,418.95	\$9,581.05	36.13%
2.4.4	<u>RCTF Rural Induced Demand Study</u>				
	NCTC Staff	\$49,089.89	\$31,095.95	\$17,993.94	63.34%
	Consultant	\$125,000.00	\$38,435.77	\$86,564.23	30.75%
2.4.6	<u>Nevada County Fleet Electrification</u>				
	NCTC Staff	\$16,999.36	\$7,850.90	\$9,148.46	46.18%
	Consultant	\$230,000.00		\$230,000.00	0.00%
	Contingency	\$222,019.50		\$222,019.50	0.00%
	TOTAL ALL WORK ELEMENTS	\$2,125,205.82	\$1,040,970.51	\$1,084,235.31	48.98%

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

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

MAY

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 5/1/23	\$2,310,076.87
Additions	\$0.00
Deductions	\$0.00
Cash Balance 5/31/23	\$2,310,076.87

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2022/23**

JURISDICTION	COLLECTED/EXPENDED 2000/01 - 2021/22	COLLECTED/EXPENDED 2022/23	TOTAL COLLECTED/EXPENDED
Grass Valley	\$2,571,833.36	\$0.00	\$2,571,833.36
Nevada City	\$200,561.32	\$0.00	\$200,561.32
Nevada County	\$5,446,199.27	\$346,745.39	\$5,792,944.66
Total	\$8,218,593.95	\$346,745.39	\$8,565,339.34
Interest	\$235,972.25	\$29,979.22	\$265,951.47
Expenditures	\$6,466,436.37	\$54,777.57	\$6,521,213.94
TOTAL	\$1,988,129.83	\$321,947.04	\$2,310,076.87

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	EXPENDED YTD Accrual Basis	BALANCE
5/18/22 Reso 22-16	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	\$12,501.41	\$3,113,699.89
7/19/17 Reso 17-29	Grass Valley East Main Street/Bennett Street Intersection	\$1,500,000.00	\$1,457,723.84	\$42,276.16	\$42,276.16	\$0.00
9/21/22 Reso 22-34	NCTC RTMF Update W.E. 2.2.1 Consultant	\$136,715.84	\$36,778.42	\$99,937.42	\$0.00	\$99,937.42
9/21/22 Reso 22-34	NCTC RTMF Update W.E. 2.2.1 Staff	\$75,632.82	\$28,208.26	\$47,424.56	\$0.00	\$47,424.56
TOTAL		\$6,103,811.50	\$2,782,972.06	\$3,320,839.44	\$54,777.57	\$3,266,061.87

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

MAY

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 5/1/23	\$4,323,606.72
Additions	\$364,120.00
Deductions	<u>\$0.00</u>
Cash Balance 5/31/23	\$4,687,726.72

Budget and Allocations

Fund Balance 6/30/22	\$4,049,337.78
Estimated STA Revenue	\$1,296,840.00
AMOUNT TO BE ALLOCATED	\$5,346,177.78

Total Approved Allocations	<u>\$721,628.86</u>
BALANCE Available for Allocation	\$4,624,548.92

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-21	Nevada County Transit/Paratransit Services	\$23,802.00	\$0.00	\$23,802.00
7/20/22 22-24	Truckee Transit/Paratransit Services	\$418,826.86	\$170,382.40	\$248,444.46
11/9/22 22-37	Truckee Transit/Paratransit Services Capital - Railyard	\$279,000.00	\$279,000.00	\$0.00
	TOTAL	\$721,628.86	\$449,382.40	\$272,246.46

**Nevada County Transportation Commission
Monthly Financial Report FY 2022/23**

MAY

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 5/1/23	\$1,857,202.67
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 5/31/23	\$1,857,202.67
<u>Budget and Allocations</u>	
Fund Balance 6/30/22	\$2,420,872.04
Estimated RSTP Revenue	<u>\$0.00</u>
AMOUNT TO BE ALLOCATED	\$2,420,872.04
Total Amount of Approved Allocations	<u>\$2,088,763.23</u>
BALANCE Available for Allocation	\$332,108.81

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/20/22 22-26	Nevada City FY 2022/23 Commercial Street Improvement Phase 2	\$92,000.00	\$0.00	\$92,000.00	\$92,000.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road	\$160,000.00	\$128,390.50	\$31,609.50	\$12,720.00	\$18,889.50
7/20/22 22-25	Nev Co 2022/23 General Maintenance	\$490,594.00	\$0.00	\$490,594.00	\$490,594.00	\$0.00
9/21/22 22-34	NCTC Project: 2022/23 Regional Transportation Plan Update	\$69,997.82	\$0.00	\$69,997.82	\$0.00	\$69,997.82
3/20/23 23-01	Grass Valley FY 2022/23 Annual Street Rehab	\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$300,000.00
3/20/23 23-02	Truckee FY 2022/23 West River Project	\$1,104,561.91	\$0.00	\$1,104,561.91	\$0.00	\$1,104,561.91
	TOTAL	\$2,217,153.73	\$128,390.50	\$2,088,763.23	\$595,314.00	\$1,493,449.23

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



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

MINUTES OF NCTC MEETING May 17, 2023

A regular meeting of the Nevada County Transportation Commission (NCTC) was held on Wednesday, May 17, 2023 in the Grass Valley City Hall Council Chambers, 125 E. Main Street, Grass Valley, California. Notice of the meeting was posted 72 hours in advance and was scheduled for 9:45 a.m.

Members Present: Daniela Fernandez
 Tom Ivy
 Ed Scofield
 Jay Strauss
 Duane Strawser

Members Absent: Susan Hoek
 Jan Zabriskie

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

Standing Orders: Commissioner Scofield convened the Nevada County Transportation Commission meeting at 9:45 a.m.

Pledge of Allegiance, Roll Call

PUBLIC COMMENT: Harry Scott Boggs made a comment concerning the safety of electric scooters on the Nevada County Connects buses. He was advised that he may want to provide comment at the next Transit Services Commission meeting.

CONSENT ITEMS

1. Financial Reports
 February and March 2023
2. NCTC Minutes
 March 20, 2023 NCTC Meeting Minutes

3. Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Bid Targets
Approved the CRRSAA Bid Targets table for FFY 20/21
4. Revised Findings of Apportionment for FY 2023/24
Resolution 23-07
5. Regional Surface Transportation Program (RSTP) Bid Targets for FY 2022/23
Approve the Bid Target table as a basis for allocation from the RSTP Fund for FY 2022/23
6. Vehicle Miles Traveled Screening Tool Update
Authorized the Executive Director to execute the Work Order with Fehr & Peers

ACTION: Approved Consent Items by roll call vote
MOTION: Fernandez / **SECOND:** Strauss
AYES: Fernandez, Ivy, Scofield, Strauss, Strawser
NOES: None
ABSENT: Hoek, Zabriskie
ABSTAIN: None

ACTION ITEMS

7. Final FY 2023/24 Overall Work Program
Resolution 23-08

NCTC staff prepared the Final FY 2023/24 Overall Work Program that addresses the comments that were submitted by Caltrans, and incorporates an additional planning project to update the Nevada County Local Road Safety Plan at the request of the Nevada County Department of Public Works.

There was discussion on how the work of NCTC and its transportation planning efforts can be more accessible to the public. NCTC encourages public input in the development of the Regional Transportation Plan through public meetings, surveys, workshops, and outreach at public street fair events. There is a mix of in-person meetings and Zoom workshops to try to get as much public involvement as possible. In order to communicate NCTC's efforts and objectives to the public more effectively, it may be helpful to summarize the key projects out of the Overall Work Program document in an effort to give quick access to the projects and long-term goals that NCTC is currently working on.

ACTION: Approved Resolution 23-08 by roll call vote
MOTION: Strawser / **SECOND:** Fernandez
AYES: Fernandez, Ivy, Scofield, Strauss, Strawser
NOES: None
ABSENT: Hoek, Zabriskie
ABSTAIN: None

8. Professional Services Agreement for Auditor-Controller Services
Resolution 23-09

NCTC contracts with the Nevada County Auditor-Controller's office for accounting services to administer the funds held by NCTC on behalf of the local jurisdictions. The previous agreement from 1999 with the Nevada County Auditor-Controller was out of date and did not reference funding sources that have been added. The new agreement developed in coordination with the County has an updated not to exceed amount based on the associated charges that are current with the County auditors.

ACTION: Approved Resolution 23-09 by roll call vote
MOTION: Strawser / SECOND: Strauss
AYES: Fernandez, Ivy, Scofield, Strauss, Strawser
NOES: None
ABSENT: Hoek, Zabriskie
ABSTAIN: None

9. Presentation: FY 2021/22 Fiscal and Compliance Audits
Resolution 23-10

Coley Delaney, CPA from The Pun Group gave a presentation on the FY 2021/22 Fiscal and Compliance Audits. For the entities and programs covered in this audit for NCTC and the TDA funds for the local jurisdictions, the audit results found that financial statements are fairly presented in all material respects, significant accounting policies have been consistently applied, estimates are reasonable, disclosures are properly reflected in the financial statements, there are no disagreements with management, no accounting issues, accounting principles are consistently applied, and no material irregularities were discovered. No non-compliance was noted other than one finding for Nevada County Transit involving a prior period adjustment of Cares Act funding.

Coley Delaney's presentation can be viewed here:
<https://www.nctc.ca.gov/Reports/Fiscal-Audits/index.html>

ACTION: Approved Resolution 23-10 by roll call vote
MOTION: Fernandez / SECOND: Ivy
AYES: Fernandez, Ivy, Scofield, Strauss, Strawser
NOES: None
ABSENT: Hoek, Zabriskie
ABSTAIN: None

10. Revised TDA Allocation Request from the Town of Truckee
Resolution 23-11

NCTC staff at the request of the Town of Truckee has prepared a revised allocation for the Town's FY 2022/23 Transportation Development Act claim for transit and paratransit services. The revised claim will allocate additional funding from the Town's six-month transit operating reserve to address a transit operating deficit that was identified as part of the FY 2021/22 Fiscal and Compliance Audits. The Town of Truckee has made the necessary budget adjustments and has met the NCTC requirements. The Town had more operating costs such as fuel increases and higher demand for the Dial-a-Ride service than they originally had budgeted, exceeding the amount they initially estimated for state funding.

Town of Truckee Transit Manager Alfred Knotts reported that this year more passengers are benefiting from the Fixed Route, Dial-a-Ride and TART Connect Services the Town provides, up to as much as a 150% increase in transit ridership. The Fixed Route is fare free, their complimentary ADA service is fare free, the TART Connect Service is fare free, and their Dial-a-Ride service is \$6 per passenger trip but free for seniors. They are doing some reevaluating to see if the whole system could be fare free.

ACTION: Approved Resolution 23-11 by roll call vote
MOTION: Strawser / SECOND: Fernandez
AYES: Fernandez, Ivy, Scofield, Strauss, Strawser
NOES: None
ABSENT: Hoek, Zabriskie
ABSTAIN: None

11. Presentation: Regional Transportation Mitigation Fee Program Update
Provide comments

Don Hubbard and Rosanna Southern from GHD Inc. gave a presentation on the Regional Transportation Mitigation Fee Program Update. The Nexus Study will come back to the commission for approval at the July 19, 2023 meeting.

GHD's presentation can be viewed here:

<https://www.nctc.ca.gov/Reports/Regional-Transportation-Mitigation-Fee-RTMF/index.html>

12. Presentation: Draft Regional Transportation Plan Goals, Policies, and Objectives
Provide comments

Deputy Executive Director Aaron Hoyt gave a presentation on the Draft Regional Transportation Plan Goals, Policies, and Objectives. The goal of ensuring that the transportation planning participation process includes underrepresented and underserved groups was highlighted and appreciated.

Aaron Hoyt's presentation can be viewed here:

<https://www.nctc.ca.gov/Reports/Regional-Transportation-Plan/index.html>

INFORMATIONAL ITEMS

13. Correspondence
- A. Mike Woodman, Executive Director, Nevada County Transportation Commission, Draft 2023 State Highway System Management Plan: Climate and Adaptation and Resilience, File 260.0, 3/8/2023
 - B. Malia M. Cohen, California State Controller, Fiscal Year 2022-23 Second Quarter State of Good Repair Program Allocation, File 370.2.1, 3/6/2023
 - C. Malia M. Cohen, California State Controller, Fiscal Year 2022-23 Second Quarter State Transit Assistance Allocation, File 1370.0, 3/6/2023

Executive Director Woodman highlighted the comment letter submitted to Caltrans and the California Transportation Commission regarding the concerns in relation to the Draft 2023 State Highway System Management Plan and the proposal within that plan to spend the entire \$1.7 billion of Climate Adaptation and Resilience Program funding to address only sea level rise. Staff continues to advocate for equity across the state in relation to that funding and the critical needs related to climate change, the increased temperatures, the severity of wildfires and flooding, and the need to do evacuation improvements.

Staff continues to engage in discussions with Caltrans headquarters and with our legislative representatives. NCTC's Deputy Executive Director Aaron Hoyt attended the California Transportation Commission meeting in Los Angeles last month and provided comments on this issue, and will be providing additional comments at the California Transportation Commission meeting virtually later this afternoon. Staff continues to stay engaged in this issue and hopefully, in the final plan there will be some additional funding for inland counties across the state and funding for the State Route 49 corridor for planned evacuation improvements.

14. Executive Director's Report

In April, NCTC's Executive Director and Deputy Executive Director attended the California Transportation Commission town hall meeting and gave a presentation on the preliminary findings of the Rural Induced Demand Study. It was well received by the commissioners and staff. Subsequently, a California Transportation Commission staff member has been added to the Project Advisory Committee, as well as a representative from Caltrans headquarters' Department of Sustainability. We want to make sure we have all of our state partners engaged in this effort as we move forward. The findings from that study will generate a lot of discussion of how the VMT policy has been applied in rural areas and how it should be applied moving forward.

Executive Director Woodman also attended a UCLA Engineering Research Center workshop in Los Angeles and participated as a panel member to discuss infrastructure needs in relation to wildfire research. The UCLA Engineering Research team submitted a proposal for funding to the National Science Foundation to establish an Engineering Research Center focused on conducting research on all aspects of wildfire resilience. The National Science Foundation is going to establish six research centers throughout the country. If the UCLA Engineering Research team proposal is successfully awarded, they will receive \$26 million for the research center and Nevada County would be the first testbed region where they would be looking at conducting wildfire research and evacuation modeling. The products that are developed as part of this effort could then be available and used by other counties and regions across the state. It is anticipated that the National Science Foundation will announce the successful applicants by October of 2023. Please view the UCLA Community Pyro-Resilience, Equitability, and Sustainability (CyPRES) Engineering Research Center PowerPoint presentation on our website, <https://www.nctc.ca.gov/News/NCTC-Newsletter/index.html>

15. Caltrans Project Status Report: Sam Vandell, Caltrans District 3 Project Manager for Nevada County.

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

The work on the Omega Curve Correction is starting up again with some one-way traffic control, anticipating completion this season.

The Gold Nugget project involves some grinding and removal of the top layer asphalt and some drainage. That project will go out for bid this summer and will start next summer in 2024. Another similar project with the pavement and culverts that is finishing planning and environmental next spring is the Nev 20 CAPM project on Highway 20.

On Highway 49, the Placer County safety barrier with roundabouts, the design is being finalized this summer with anticipation of going to construction in spring of 2024.

On Highway 80 they have the Yuba Pass Separation Overhead Bridge Replacement projects. The design is wrapping up this summer with anticipated construction to be next year in 2024. The Soda Pavement Repair project on Highway 80 just completed design with the advertisement and wrap-up to be this fall, construction in the 2024 season. The Safety Improvements on Highway 80 have just completed design and environmental, expected construction this summer.

A new project is the Drum Bay Drainage Restoration that is rehabbing several drainage elements and some traffic management system elements. The environmental process will be wrapped up this summer and design wrapping up in the fall of 2024 with construction in 2025.

Another new project is the Donner Summit Rest Area Restoration, rehabilitating the existing irrigation and sewer system to extend the service life and minimize maintenance costs. Target completion for that is summer 2028.

The Highway 174 Safety Improvement Project has been completed, and the Relinquishment on Highway 174 in Grass Valley has been completed as well.

There was a public comment on the Caltrans Project Status Report. Alfred Knotts, Transit Manager for Town of Truckee, said he had virtually attended the CTC meeting Mike just mentioned where Aaron presented, and on behalf of the Town he would like to express their appreciation for the presence of Aaron and his thoughtful comments. They did seem to resonate with the Commission and the concerns raised would not have been on their radar if not for Mike and Aaron and the NCTC team.

COMMISSION ANNOUNCEMENTS: There were no commission announcements.

SCHEDULE FOR NEXT MEETING: The next regular meeting of the NCTC has been scheduled for July 19, 2023 at 9:45 a.m. at the Grass Valley City Council Chambers.

ADJOURNMENT OF MEETING: The meeting was adjourned at 11:55 a.m.

Respectfully submitted by: _____
Carol Lynn, Administrative Assistant

Approved on: _____

By: _____
Ed Scofield, Chair
Nevada County Transportation Commission

**RESOLUTION 23-12
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO NEVADA COUNTY FOR
TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2023/24

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

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit/Paratransit Operations STA 99314	6730(a) 6731(b)	\$5,684,232	\$30,294.00
Transit/Paratransit Operations CTS	99275 (a)		\$166,453.00
Transit/Paratransit Operations LTF	99260 (a) 99400(c)(d)(e)		\$2,724,443.00
TOTAL			\$2,921,190.00

WHEREAS, the STA estimated revenue under Public Utilities Code (PUC) Section 99314 for FY 2023/24 available for allocation to Nevada County is \$30,294; 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 \$30,294; and

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

WHEREAS, the Revised Findings of Apportionment, Resolution 23-07 estimates that \$199,480 of LTF for CTS is available for FY 2023/24 with Nevada County’s bid target in the amount of \$166,453; and

WHEREAS, Nevada County has requested an allocation of \$166,453 from the FY 2023/24 CTS apportionment of LTF to support transit/paratransit operations; and

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

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

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

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

WHEREAS, the Revised Findings of Apportionment, Resolution 23-07 estimates that for FY 2023/24 there is \$2,529,274 of LTF available for allocation to Nevada County under PUC Section 99260(a) and 99400(c)(d)(e); and

WHEREAS, as of June 30, 2023, there are estimated funds remaining from prior year LTF apportionments in the amount of \$935,144.46; however, Nevada County has requested NCTC hold \$174,507 to fully fund the six-month operating reserve in the amount of \$2,842,116. This leaves an LTF Carryover Balance available to allocate of \$760,637.46; and

WHEREAS, Nevada County has requested an allocation of \$1,963,805.54 of their FY 2023/24 LTF apportionment and \$760,637.46 of LTF Carryover Balance, totaling \$2,724,443; 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 2023/24; and

WHEREAS, Nevada County Transportation Commission has determined that Nevada County's Maximum TDA Eligibility for transit/paratransit operations during FY 2023/24 is \$3,554,506; and

WHEREAS, the Nevada County combined total LTF and STA claim for FY 2023/24 is \$2,921,190.00; and

WHEREAS, the City of Grass Valley will claim \$507,556, and the City of Nevada City will claim \$125,760, in addition to Nevada County's claim, for a combined total amount claimed of \$3,554,506 for FY 2023/24, which equals the Maximum TDA Eligibility; and

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that Nevada County is allocated \$30,294 of STA 99314 funds as authorized by California Code of Regulations (CCR) 6730(a) and 6731(b) for support of transit/paratransit operations during FY 2023/24.

BE IT FURTHER RESOLVED, that Nevada County is allocated \$166,453 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2023/24.

BE IT FURTHER RESOLVED that Nevada County is allocated \$2,724,443 of LTF as authorized under PUC Section 99260(a) and 99400(c)(d)(e) for transit/paratransit operations during FY 2023/24.

BE IT FURTHER RESOLVED, that full payment of these allocations is contingent upon completion of the FY 2022/23 Fiscal Audit. In the event that Unearned Revenue for FY 2022/23 is identified, NCTC may demand repayment of the amount, or may deduct the amount from the amount the claimant is eligible to receive on this claim. This is in accordance with CCR Section 6649.

BE IT FURTHER RESOLVED, that payment of these allocation is contingent upon receipt of the Board of Supervisors’ signed resolution 23-xxx related to this claim, and all finalized claim documents.

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 a portion of the allocations or a request to hold future payments should be included. Payments will then be made as monies become available.

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

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 19, 2023 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



GINA S. WILL, AUDITOR-CONTROLLER

Office of the Auditor-Controller
950 Maidu Avenue, Suite 230
P.O. Box 599002
Nevada City, CA 95959-7902
(530) 265-1244

auditor.controller@nevadacountyca.gov

June 23, 2023

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 2023-24 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 2022-23 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:

Table with 2 columns: Description and Amount. Rows include Operating costs as budgeted FY 2023-24 (\$5,684,232), Less: FY 2023-24 Beginning unearned revenue balance (461,447), Fare revenues anticipated in FY 2023-24 (291,000), Local support per Sec. 6633.2 (ratio of fare revenue to operating costs), Low Carbon Transit Operations Program (138,749), Federal assistance (5311+ARPA) anticipated in FY 2023-24 (1,148,784), Other revenues anticipated in FY 2023-24 (Placer Rt. 5) (89,746), Revised maximum TDA eligibility for FY 2023-24 (\$3,554,506), Capital Purchase costs as budgeted FY 2023-24 (3,179,897), Less: other revenue rolled over from FY 2022-23 (20,038), Federal grant (EPA, 5310, 5311 CRRSAAA) (3,159,859), Maximum eligibility for FY 2023-24 (\$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,

Handwritten signature of Gina Will

Gina Will
Nevada County Auditor-Controller



**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
Heba El-Guindy, Public Works Director

July 5, 2023

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

SUBJECT: Fiscal Year 2023-24 Claim for LTF, STA and CTS Funding

Dear Mike:

Enclosed is Nevada County's Fiscal Year 2023-24 claim for \$2,724,443 in FY23-24 LTF funds, \$166,453 in CTS funds and \$30,294 in STA (99314). The total amount of this claim is \$2,921,190. The Board of Supervisors adopted Resolution No. **23-342** for approval of the Fiscal Year 2023-24 Budget on June 27, 2023.

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 \$2,842,116.

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 Low Carbon Transit Operations Program (LCTOP) grant funded fare assistance events throughout the year in conjunction with local community events, such as; Father's Day Bluegrass Festival, Draft Horse Classic and the Nevada County Fair.
- Transit Services fixed route has implemented Low Carbon Transit Operations Program (LCTOP) grant funded Low-Income Pass Subsidy program to provide bus passes to qualifying individuals.
- Improved passenger amenities and accessibility at bus stops throughout our service area, including replacing all bus stop signs with rebranded Nevada County Connects signs and color coding the bus shelters and curbs at Tinloy Transit Center so customers know where to wait for the respective buses.

- Purchased and received two 35ft Battery Electric Low-Floor transit buses, funded via an Environmental Protection Agency (EPA) Targeted Airshed Grant; charging infrastructure has been designed with initial construction scheduled for Q1 2023-24.
- Continued partnership with Connecting Point/211 to develop and provide Travel Training services for the community.
- Received LCTOP grant funding for the purchase and installation of a contactless fare payment system to improve accessibility and simplify ease of use of the fixed route system.

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,

Robin Van Valkenburgh
Transit Services Manager

**ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2023-24**

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 **\$2,724,443** of LTF, **\$166,453** of CTS and **\$30,294** of STA (99314). This amount consists of **\$2,921,190** 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)	\$5,684,232	\$30,294
Transit/Paratransit Operations CTS	99275 (a)		\$166,453
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$2,724,443
TOTAL			\$2,921,190

The County of Nevada Department of Public Works, Transit Services Division, requests that the funds be distributed as they become available. Resolution #23-342. approved the funding in this claim by the Nevada County Board of Supervisors on June 27, 2023.

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

APPROVED

By Robin Van Valkenburgh at 3:35 pm, Jul 06, 2023

ELIZABETH NIELSEN
 Accounting Technician

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

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

Claimant: Nevada County Transit Services (Agency Name)

Fiscal Year: 2023-24 (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). RV
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. RV
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. RV
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**). RV
5. **ANNUAL FISCAL AUDIT** - Claimant agrees to follow the annual fiscal audit process established by the Nevada County Transportation Commission. RV
6. **TRIENNIAL PERFORMANCE AUDIT** - Claimant agrees to make a reasonable effort to address all issues and recommendations made in the last Triennial Performance Audit. RV
7. **PRODUCTIVITY IMPROVEMENT PROGRAM** - Claimant agrees to make a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244. RV
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. RV
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. RV

Robin Van Valkenburgh
Authorizing Signature

Robin Van Valkenburgh, Transit Services Manager
Print Name and Title

July 5, 2023
Date

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

COUNTY OF NEVADA TRANSIT SERVICES

ADDRESS	TELEPHONE NUMBER
12350 LABARR MEADOWS ROAD	(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
K. Keefe	A13301	02/08/2023

Destroy Previous Editions

Chp339_0809.pdf

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

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ISSUED BY	I.D. NUMBER	DATE
K. Keefe	A13301	02/08/2023

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Claimant: Nevada County Transit Services (Agency Name)

For Most Recently Completed Fiscal Year: 2022-23

OPERATOR PERFORMANCE TABLE

Performance Indicator		Comments
1	Operating Cost/ Passenger Trip	Cost/trip is down 18% compared to prior year.
	<u>\$ 20.57 / Trip</u>	
2	Operating Cost/ Service Hour	Cost/service hour is down 29% compared to prior year.
	<u>\$ 82.48 /Hour</u>	
3	Passengers/ Service Hour	Passengers/service hour is up 16% compared to py.
	<u>6.41 /Hour</u>	
4	Passengers/ Service Mile	Passengers/service mile are up 16% compared to py.
	<u>0.36 /Mile</u>	
5	Service Hours/ Employee	
	<u>811 Hrs/Emp</u>	
6	Farebox Ratio	FBR is up 32% compared to prior year.
	<u>9.8 %</u>	

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

Revenue Budget Detail by Org
Fiscal Year Ending June 2024

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Amount
4281910037071000	401500	TRANSPORTATION TAX	3,544,000	2,808,065	3,653,544	NEVADA COUNTY	2,271,398
						NEVADA CITY	120,103
						GRASS VALLEY	490,536
						CTSA	159,533
						RESERVE	611,974
		<u>SUB-TOTAL CLASS 0</u>	<u>3,544,000</u>	<u>2,808,065</u>	<u>3,653,544</u>		
	430100	INTEREST	2,500	4,505	4,500		
	430200	RENTS & CONCESSIONS	9	9	12		
		<u>SUB-TOTAL CLASS 3</u>	<u>2,509</u>	<u>4,514</u>	<u>4,512</u>		
	440170	ST-TRANSIT ASSISTANCE	0	0	362,409	STA EST. ALLOCATION PER NCTC 02-09-2023	362,409
	445090	STATE OTHER	132,811	132,811	138,749	LCTOP LOW-INCOME PASS SUBSIDY PROGRAM APPLICATION	138,749
	446390	FED TRANSIT ASST OPERATNG	1,440,898	1,440,898	1,148,784	FTA GRANT FUNDS SEC 5311 OPERATING ONLY	672,784
						FTA GRANT FUNDS SEC 5311 ARPA OPERATING ONLY	476,000
		<u>SUB-TOTAL CLASS 4</u>	<u>1,573,709</u>	<u>1,573,709</u>	<u>1,649,942</u>		
	453200	TRANSIT CONTRACT SERVICES	72,800	72,800	82,934	PLACER CNTY RT 5 CONTRIBUTION PROPOSED	82,934
	453300	TRANSIT FARES	115,000	129,000	240,000	FAREBOX	240,000
	453350	TRANSIT CHARTER FARES	0	808	0		
	453380	PARATRANSIT FARES	25,200	37,000	51,000	PARATRANSIT FARES	51,000
	458010	MISC CHARGES & FEES	2,000	2,250	2,300	ON BOARD ADVERTISING	2,300
		<u>SUB-TOTAL CLASS 5</u>	<u>215,000</u>	<u>241,858</u>	<u>376,234</u>		
	462000	OTHER REVENUES	0	398	0		
		<u>SUB-TOTAL CLASS 6</u>	<u>0</u>	<u>398</u>	<u>0</u>		
TRANSIT TOTAL (ORG CODE)			5,335,218	4,628,544	5,684,232		
4281910037072000	401500	TRANSPORTATION TAX	0	0	7,546	LTF/STA (EV BUS CHARGING CONSTRUCTION)	7,546
		<u>SUB-TOTAL CLASS 0</u>	<u>0</u>	<u>0</u>	<u>7,546</u>		
	440170	ST-TRANSIT ASSISTANCE	0	0	12,492	STA BALANCE OF 5310 CUTAWAY PURCHASE	12,492

Revenue Budget Detail by Org
Fiscal Year Ending June 2024

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Amount
	446800	FED GRANT CAPITAL	3,714,243	2,393,371	3,159,859	5339 BUS WASH	169,616
						EPA BE BUSES & CHARGE STATIONS (ROLL-OVER)	2,460,653
						5310 PARATRANSIT VEHICLE PROCUREMENT	76,700
						5311 CRRSAA PARATRANSIT VEHICLE PROCUREMENT	452,890
		<u>SUB-TOTAL CLASS 4</u>	<u>3,714,243</u>	<u>2,393,371</u>	<u>3,172,351</u>		
		TRANSIT CAPITAL TOTAL (ORG CODE)	3,714,243	2,393,371	3,179,897		
4282910037071000	430100	INTEREST	0	1,046	0		
		<u>SUB-TOTAL CLASS 3</u>	<u>0</u>	<u>1,046</u>	<u>0</u>		
	442940	ST PROP 1B	0	39,372	0		
		<u>SUB-TOTAL CLASS 4</u>	<u>0</u>	<u>39,372</u>	<u>0</u>		
		TRANSIT PROP 1B TOTAL (ORG CODE)	0	40,418	0		
		GRAND TOTAL 91003	9,049,461	7,062,333	8,864,129		

Expenditure Budget Detail by Org
Fiscal Year Ending June 2024

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
4281910037071000	510100	PERMANENT SALARIES	908,782	785,407	964,606		
	510105	OVERTIME	7,099	27,839	7,776		
	510200	TEMPORARY SALARIES	248,012	116,394	249,958		
	510300	RETIREMENT BENEFITS	451,295	386,753	482,715		
	510301	OPEB - OTHER POST EMP BEN	48,165	43,102	32,866		
	510400	HEALTH INS	216,412	198,801	237,226		
	510401	DENTAL INS	10,831	10,422	10,122		
	510402	VISION INS	2,174	2,234	2,216		
	510403	UNEMPLOYMENT INS	2,936	1,606	3,002		
	510500	WORKER'S COMP INSURANCE	106,229	92,696	143,915		
		<u>SUB-TOTAL CLASS 1</u>	<u>2,001,935</u>	<u>1,665,254</u>	<u>2,134,402</u>		
	520200	CLOTHING & PERSONAL	4,250	4,836	4,250	NEW SHIRTS	4,250
	520210	UNIFORM EXPENSES	1,500	473	1,500		
	520310	TELEPHONE SERVICE	3,120	2,770	3,275	AT&T	1,015
						VERIZON	780
						CAL NET 3	1,480
	520690	HOUSEHOLD EXPENSE - OTHER	5,912	3,450	4,188	JANITORIAL SUPPLIES PLUS M.U.B AT TINLOY TRANSIT CENTER	1,670
						BUS WASHING SUPPLIES	1,265
						MISC HOUSEHOLD EXPENSE	508
						NC OPERATIONS CENTER APN CHARGE	745
	520700	INSURANCE	113,716	125,079	155,314	CAL TIP	143,000
						GENERAL LIABILITY (RATE SHEET)	12,314
	520900	MAINTENANCE EQUIPMENT	727,240	750,000	851,303	FLEET PROJECT COSTS - RATE SHEET	799,803
						FLEET FUEL	50,000
						BUS WASHING ETC.	1,500
	520910	MAINTENANCE - FUEL	600	600	600	CA DEPT OF TAX & FEES FUEL TAX QTRLY RETURNS	600

Expenditure Budget Detail by Org

Fiscal Year Ending June 2024

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
	521000	MAINT BUILDINGS & IMPROVE	2,500	26	500	NON-PROP 1B BUILDING MAINTENANCE AND IMPROVEMENTS	500
	521200	MEMBERSHIPS	650	715	3,000	CALACT CALIF. TRANSIT ASSOC. (CTA)	750 2,250
	521410	OFFICE EXPENSE - OTHER	7,205	9,239	9,600	OFFICE SUPPLIES PASS/TRANSFER/POSTER PRINTING	7,300 2,300
	521474	SOFTWARE SUBSCRIPTIONS	35,180	36,921	39,700	SWIFTLY REMIX ZOOM	28,000 11,500 200
	521475	SOFTWARE MAINTENANCE	14,280	13,600	14,280	TRIP SPARK (UBER/ROUTEMATCH)	14,280
	521480	COMPUTERS & RELATED EQUIP	0	4,070	7,060	3 DESKTOP COMPUTER REPLACEMENTS \$1,080.00 EA. 2 LAPTOP COMPUTER REPLACEMENTS \$1,910.00 EA.	3,240 3,820
	521485	SOLAR ENERGY GEN & SVCS	1,576	1,592	1,289	SOLAR COSTS-RATE SHEET	1,289
	521490	CENTRAL SVC - POSTAGE CHG	465	814	581	CENTRAL SERV-POSTAGE RATE SHEET	581
	521492	CENTRAL SVC - COPIER CHGS	2,200	2,425	1,763	CENTRAL SERVICES COPIER-RATE SHEET	1,763
	521520	PROFESSIONAL SERVICE	1,746,265	1,204,154	1,849,505	ST CONTROLLER AUDIT PHYSICALS, SNMH MISC PARATRANSIT CONTRACT 5% CPI INCREASE	4,360 5,265 600 1,839,280
	521600	PUBLICATIONS AND LEGAL	1,000	333	1,000	PUBLIC HEARING NOTICES	1,000
	521700	RENTS & LEASES-EQUIPMENT	6,531	6,530	6,727	BANNER RADIO SVC AGREEMENT (+3.0% CPI)	6,727
	521900	SMALL TOOLS & INSTRUMENTS	1,050	350	500	SMALL TOOLS/ITEMS FOR MUB & BUSES	500
	522090	SPEC DEPT EXPENSE - OTHER	15,000	8,000	10,000	RIDER GUIDES (PRINTING ETC.) MARKETING-ADS / FAIR, STREET MARKETS ETC.	5,000 5,000
	522210	VEHICLE RENTAL	1,584	1,878	2,700	ELECTRIC CAR-FLEET RATE	2,700
	522271	TRAVEL - TRAINING	6,000	6,000	6,000	CAL-ACT/CAL-TIP CONFERENCES, STAFF TRAINING	6,000
	522290	OTHER TRANSPORTN & TRAVEL	0	334	0		
	522400	UTILITIES	9,178	5,980	4,800	TINLOY TRANSIT CENTER CITY OF GRASS VALLEY (WATER) TINLOY TRANSIT CENTER PG&E	2,800 2,000
	<u>SUB-TOTAL CLASS 2</u>		<u>2,707,002</u>	<u>2,190,169</u>	<u>2,979,435</u>		

Expenditure Budget Detail by Org

Fiscal Year Ending June 2024

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
	531150	JUDGEMENTS & DAMAGES	2,500	0	1,000		
	538551	INTERFUND REIMBURSEMENT	361,893	295,350	397,012	A/C AUDIT CHARGES	447
						IS REMOTE	6,313
						20707 CDA ADMIN	338,934
						ON BILL FINANCING (SOLAR)	1,295
						30100 DPW ADMIN REIMB	48,830
						CIVIC PLUS WEBSITE HEADER	1,193
	538563	HUMAN RESOURCES SVCS	516	0	0	HR SVCS	0
	538564	IS TELEPHONE SVCS	3,168	3,168	4,080	RATE SHEET	4,080
	538565	IS SVCS	19,309	25,000	23,801	IS NETWORK RATE SHEET	23,801
	538566	FACILITIES MGMT SVCS	5,000	3,367	3,000	MISC MAINTENANCE NCOC & TINLOY TRANSFER CENTER	3,000
	538567	IS PROGRAMMER SVCS	1,500	500	1,500	ROUTE-MATCH ASST	500
						ZEBRA ASST	500
						APOLLO	500
	539500	COST PLAN SRV A-87	232,395	239,005	140,002	COST PLAN SRV A-87 RATE SHEET	140,002
		<u>SUB-TOTAL CLASS 3</u>	<u>626,281</u>	<u>566,390</u>	<u>570,395</u>		
	540300	BLDG STRUCTURES-IMPROVEMT	0	150,537	0		
	540600	OTHER EQUIPMENT	0	56,194	0		
		<u>SUB-TOTAL CLASS 4</u>	<u>0</u>	<u>206,731</u>	<u>0</u>		
TRANSIT TOTAL (ORG CODE)			5,335,218	4,628,544	5,684,232		
4281910037072000	521520	PROFESSIONAL SERVICE	0	148,090	109,860	BUS WASH CONTRACT NORR	109,860
		<u>SUB-TOTAL CLASS 2</u>	<u>0</u>	<u>148,090</u>	<u>109,860</u>		
	540300	BLDG STRUCTURES-IMPROVEMT	500,000	156,977	717,800	1114-30104 ROAD ENG BUS CHARGING PROJECT	49,900
						BUS CHARGING PROJECT CONSTRUCTION	463,450
						BUS CHARGING PROJECT CONSTRUCTION ENG (CE)	204,450
	540500	AUTOMOTIVE EQUIPMENT	2,595,743	2,000,000	2,315,348	EPA BE BUSES-GILLIG ROLLED CONTRACT	1,773,266
						5310 CUTAWAY	89,192
						CRRSAA PARATRANSIT VANS	452,890
	540600	OTHER EQUIPMENT	618,500	88,304	36,889	EPA BE CHARGING STATIONS	36,889

Expenditure Budget Detail by Org
Fiscal Year Ending June 2024

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
		<i>SUB-TOTAL CLASS 4</i>	<u>3,714,243</u>	<u>2,245,281</u>	<u>3,070,037</u>		
TRANSIT CAPITAL TOTAL (ORG CODE)			<u>3,714,243</u>	<u>2,393,371</u>	<u>3,179,897</u>		
4282910037071000	521000	MAINT BUILDINGS & IMPROVE	0	40,418	0		
		<i>SUB-TOTAL CLASS 2</i>	<u>0</u>	<u>40,418</u>	<u>0</u>		
TRANSIT PROP 1B TOTAL (ORG CODE)			<u>0</u>	<u>40,418</u>	<u>0</u>		
GRAND TOTAL 91003			9,049,461	7,062,333	8,864,129		



RESOLUTION No. 23-342

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ADOPTING THE NEVADA COUNTY FISCAL YEAR 2023/24 BUDGET, TOTALING \$369,817,435

WHEREAS, in accordance with Sections 29000 through 29095 of the Government Code, the Nevada County Board of Supervisors has conducted public hearings concerning the budget for the 2023-2024 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 \$369,817,435 from revenues of \$349,499,085 and fund balances of various funds of \$20,318,350; and

WHEREAS, in accordance with the Nevada County Administrative Code A-II, 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 2023/24 Adopted Budget.

Revenues

Taxes	\$76,133,989
Licenses, Permits & Franchises	\$6,173,581
Fines, Forfeitures, & Penalties	\$3,228,419
Use of Money & Property	\$11,657,623
Federal/State Intergovernmental	\$163,554,468
Charges for Services	\$26,800,862
Miscellaneous Revenues	\$4,177,944
Other Financing Sources	\$57,772,199
Special Revenue	\$0

Total Revenues	\$349,499,085
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Total Sources	\$369,817,435
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Expenses

Salaries & Benefits	\$139,826,681
Services & Supplies	\$115,148,529
Other Charges	\$67,824,879
Overhead Cost Allocation (A87)	\$15,458,915
Capital Assets	\$35,182,879
Other Financing Uses	\$57,146,610
Interfund Activity	(\$60,871,058)
Contingency	\$100,000

Total Expenses	\$369,817,435
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NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby adopts the Budget dated June 27, 2023 for the operations and maintenance of the County of Nevada for the fiscal year ending June 30, 2024 and under Government Code section 29125 authorizes the County Executive Officer to approve budget revisions by Service Budget Unit within a single fund.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of June, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

6/27/2023 cc: CEO*
AC*
All Dept. Heads*

NEVADA COUNTY FY 23/24 Calculation for Maximum TDA Eligibility

6/6/2023

MAXIMUM TDA ELIGIBILITY

Operating Cost as budgeted	\$	5,684,232.00	Auditor Controller letter.
Less Fare Revenues anticipated	\$	(291,000.00)	Farebox 240,000 + Paratransit 51,000
Less Other Revenues anticipated	\$	(89,746.00)	Other 4,512 + Placer 82,934 + Ads 2,300
Less Federal Assistance anticipated 5311	\$	(1,148,784.00)	672,784 reg 5311+ 476,000 ARPA 5311
Less Federal Assistance anticipated CARES Act Phase 3		\$0.00	None verified 5/27 wRobin
Less LCTOP (Operating)	\$	(138,749.00)	
Less audited Unearned Revenue as of 6/30/2022		(461,447.00)	FY 2021-22 audit
Maximum TDA Eligibility	\$	3,554,506.00	Auditor Controller letter.

What is the 21/22 audited LTF Unearned Revenue Amount ?	\$	461,447.00	21/22 Audit
What is the 21/22 audited STA 99314 Unearned Revenue Amount?		\$0.00	21/22 Audit
What is the 21/22 audited STA 99313 Unearned Revenue Amount?		\$0.00	21/22 Audit
What is the 21/22 audited Total Unearned Revenue Amount?		461,447.00	

Auditor Controller's letter states STA 99313 Unearned Revenue will be returned by June 30, 2023?		n/a	
How much 21/22 LTF and STA 99313 Unearned Revenue is budgeted to be spent in 23/24?	\$	461,447.00	D13 + D15
How much 21/22 STA 99314 is budgeted to be spent in 23/24?		n/a	D14

CALCULATION FOR 6 MONTH OPERATING RESERVE LTF

23/24 Estimated 6-Month Operating Reserve	\$	(2,842,116.00)	= (C4 x 50%) x -1
22/23 6-month Operating Reserve held at NCTC	\$	2,667,609.00	
Amount above/below 23/24 estimated 6-Month Operating Reserve	\$	(174,507.00)	

What is the Estimated LTF Cash Carryover for 21/22 (thru August)		935,144.46	Estimate Cash Held By NCTC
LTF Amount Held Above 22/23 Operating Reserve		0.00	If D25 is positive enter number here
LTF Amount Below 22/23 Operating Reserve	\$	(174,507.00)	If D25 is negative enter number here
LTF Carryover above reserve to be budgeted (positive) or remaining amount needed to make Operating Reserve whole (negative)		760,637.46	

23/24 LTF Apportionment Revised Findings Reso 23-07 5/17/2023	\$	2,529,274.00	see chart
23/24 CTS Bid Target 5/17/2023	\$	166,453.00	see chart
22/23 LTF & CTS Apportionment budgeted to be spent	\$	2,695,727.00	

STA 99313 CALCULATION

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

Maximum TDA Eligibility	\$	3,554,506.00	C11
23/24 LTF Apportionment Revised Findings Reso 23-07 5/17/2023	\$	(2,529,274.00)	D32 x -1
23/24 LTF Cash Carryover to be budgeted for 23/24	\$	(935,144.46)	If D27 is positive x -1
23/24 LTF Apportionment unclaimed, held for Operating Reserve		\$174,507.00	If D29 is negative x -1
23/24 Grass Valley LTF Apportionment	\$	(507,556.00)	see chart x -1
23/24 Nevada City LTF Apportionment	\$	(125,760.00)	see chart x -1
23/24 CTS Revised Bid Target 5/17/23	\$	(166,453.00)	D33 x -1
23/24 STA PUC 99314 State Controller's Office 2/9/23	\$	(30,294.00)	see chart x -1
22/23 STA PUC 99313 Claimable	\$	(565,468.46)	Negative = not eligible for 99313

TRANSIT REVENUES VS TDA ELIGIBILITY

23/24 LTF Apportionment Revised Findings Reso 23-07 5/17/23	\$	2,529,274.00	D32
22/23 LTF Cash Carryover Balance Claimable estimate	\$	935,144.46	D40 x -1
23/24 Reduction to LTF Apportionment Claim for Operating Reserve	\$	(174,507.00)	D41 x -1
23/24 Grass Valley LTF Apportionment		\$507,556.00	D42 x -1
23/24 Nevada City LTF Apportionment		\$125,760.00	D43 x -1
23/24 CTS Revised Bid Target 5/17/23		\$166,453.00	D44 x -1
23/24 STA PUC 99314 State Controller's Office 2/9/23		\$30,294.00	D45 x -1
23/24 STA PUC 99313		\$0.00	If D46 is negative = 0
Total Transit Revenues		\$4,119,974.46	
23/24 Amount Above or Below Maximum TDA Eligibility		\$565,468.46	D57 - C11 check number
23/24 Reduction in LTF Apportionment Claim		-\$565,468.46	D58*-1 check number
Maximum TDA Claimable		\$3,554,506.00	matches C11 \$

CLAIM

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	
Transit/Paratransit Operations STA	6731(b)	\$5,684,232	\$30,294.00	D55+D56
Transit/Paratransit Operations CTS	99275 (a)		\$166,453.00	D54
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$2,724,443.00	D49+D50+D51+59
TOTAL			\$2,921,190.00	

**RESOLUTION 23-07
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2023/24

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

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$4,963,460 as the amount available for allocation in FY 2023/24; 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 2023/24

Sales and Use Tax	\$4,902,460
Interest	\$61,000
Subtotal	\$4,963,460

Anticipated Allocations

Administration and Planning	-\$892,449
Pedestrian and Bicycles	-\$81,420
Community Transit Services	-\$199,480
Total Estimated FY 2023/24 LTF Available for Apportionment	\$3,790,111

Area apportionments based on population: Population figures from State of California Department of Finance 2023 E-1 Report, May 1, 2023

Jurisdiction	Estimated Population	Percent of Estimated Total	Apportionment
Nevada County	67,214	66.73%	\$2,529,274
Grass Valley	13,488	13.39%	\$507,556
Nevada City	3,342	3.32%	\$125,760
Truckee	16,676	16.56%	\$627,521
TOTAL	100,720	100.00%	\$3,790,111

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 2023/24. These apportionments will be used as the basis for allocations throughout FY 2023/24, 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 17, 2023 by the following vote:

Ayes: Commissioner Fernandez, Commissioner Ivy, Commissioner Scofield, Commissioner Strauss, Commissioner Strawser

Noes:

Absent: Commissioner Hoek, Commissioner Zabriskie

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

**FY 2023-24 COMMUNITY TRANSIT SERVICE (CTS)
REVISED BID TARGETS**

Jurisdiction	Estimated Population	Population %	CTS Bid Targets
Nevada County	67,214	66.73%	\$ 166,453
Grass Valley	13,488	13.39%	0*
Nevada City	3,342	3.32%	0*
Truckee	16,676	16.56%	\$ 33,027
TOTAL	100,720	100.00%	\$ 199,480

* Nevada County serves as transit operator for Grass Valley and Nevada City.
Population estimates from State Department of Finance 2023 E-1 Report, May 1, 2023.

NCTC Resolution 23-07, Revised Findings of Apportionment.

PUC § 99275 – Community Transit Services Definition

(Added by Stats. 1976, Ch. 1348.)

(a) Claims may be filed with the transportation planning agency by claimants for community transit services, including such services for those, such as the disabled, who cannot use conventional transit services.

(b) For purposes of this article, “community transit services” means transportation services which link intracommunity origins and destinations.

STATE CONTROLLER'S OFFICE 2023/24 STATE TRANSIT ASSISTANCE FUND ALLOCATION PRELIMINARY ESTIMATE 2-9-2023

	PUC 99313 Funds RTC 7102(a)(3), 6051.8 (a), and 6201.8(a)	PUC 99313 Funds RTC 6051.8(b), and 6201.8(b)	PUC 99314	Total Fiscal Year 2023/24 Preliminary Estimate
NCTC	\$664,019.00	\$544,014.00		\$1,208,033.00
Grass Valley			0*	
Nevada City			0*	
Nevada County			\$30,294.00	\$30,294.00
Truckee			\$26,519.00	\$26,519.00
Total			\$56,813.00	\$1,264,846.00

STA amounts were taken from the State Transit Assistance Fund Allocation Preliminary Estimate prepared by the Office of the State Controller 02/9/2023.

**RESOLUTION 23-13
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO GRASS VALLEY FOR
TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2023/24**

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

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit/Paratransit Operations LTF	99400(c)	\$5,684,232	\$507,556

WHEREAS, the Revised Findings of Apportionment, Resolution 23-07, adopted by the Nevada County Transportation Commission on May 17, 2023 estimates that for FY 2023/24 there is \$507,556 of Local Transportation Funds available for allocation to the City of Grass Valley under Public Utilities Code (PUC) Section 99400(c); and

WHEREAS, the FY 2023/24 apportionment available to allocate is \$507,556; and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2023/24 have been made to the City of Grass Valley; and

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

NOW, THEREFORE, BE IT RESOLVED, that \$507,556 of Local Transportation Funds is allocated to the City of Grass Valley under Section 99400(c) of the Public Utilities Code for support of transit/paratransit operations during FY 2023/24.

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

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

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 19, 2023 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY
Public Works Department
Transit Services Division



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

Email: nevcoconnects@nevadacountyca.gov
Visit us at: www.NevadaCountyConnects.com or
www.nevadacountynow.us

Heba El-Guindy
Director of Public Works

Robin VanValkenburgh
Transit Services Manager

June 7, 2023

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

SUBJECT: Fiscal Year 2023-24 Local Transportation Fund Claim

Dear Mr. Kiser,

The Nevada County Board of Supervisors will hold its Fiscal Year 2023-24 budget public hearings and approval in June and these will include the Fiscal Year 2023-24 Transit Services Division Budget. Nevada County is processing a claim with the Nevada County Transportation Commission (NCTC) for Local Transportation Funds (LTF), pursuant to the Transportation Development Act. In accordance with the Joint Powers Agreement for Transit Services in Western Nevada County, we are requesting that the City of Grass Valley prepare and submit a claim to NCTC for LTF funds to support Nevada County Connects and Nevada County Now contracted paratransit operations during Fiscal Year 2023-24.

NCTC has adopted revised findings of apportionment at their May 17, 2023, meeting indicating that the City of Grass Valley's apportionment for Fiscal Year 2023-24 LTF funds is \$507,556. A copy of the revised NCTC findings of apportionment is attached. Since the Transit Services' Division budget is predicated on the use of 100 percent of the available LTF funds from all three local jurisdictions, we are respectfully asking that Grass Valley prepare its claim in the amount of \$507,556. As with last year's claim, the LTF funding may be shown in a lump sum entitled "transit/paratransit operations" (P.U.C. Sec. 99400(c)).

We are hoping to have the claims approved at the July 19, 2023, NCTC meeting, and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in June 2023, for resolution approval.

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

Sincerely,

Robin Van Valkenburgh

Robin Van Valkenburgh
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Community Development Agency
Heba El-Guindy, Director of Public Works
Mike Woodman, Executive Director, NCTC

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2023/24

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

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

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

PHONE: **(530) 274-4353**

The City of Grass Valley hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of **\$507,556** of **LTF** funds. The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Section	Total Project Cost	Amount Requested LTF
Transit/Paratransit Operations	99400 (c)	\$8,864,129	\$507,556

The City of Grass Valley requests that the funds be distributed as they become available. Resolution **2023-XX** approving the budget for the project(s) or approving this claim was adopted by the **Grass Valley City Council** on **June 27, 2023**.

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

SIGNED: 
Person authorized to submit claim

TITLE: **Bjorn Jones, City Engineer**

DATE: 6/28/23

RESOLUTION NO: 2023-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
ALLOCATE \$507,556 OF THE CITY'S FY 2023/24 ESTIMATED APPORTIONMENT OF
LOCAL TRANSPORTATION FUNDS (LTF)**

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

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

WHEREAS, the Nevada County Transportation Commission (NCTC) adopted Resolution #23-07 showing that the City of Grass Valley has an estimated apportionment of Local Transportation Funds in Fiscal Year 2023/24 of \$507,556; and


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

WHEREAS, on June 20, 2023, the Nevada County Board of Supervisors adopted the Fiscal Year 2023/24 budget, including the Transit Services Commission FY 2023/24 budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY; that the City requests NCTC allocate \$507,556 of Grass Valley's Fiscal Year 2023/24 estimated apportionment of LTF for transit and paratransit services and the Grass Valley LTF funds available for allocation per NCTC Financial Report.

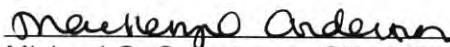
ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 27th day of June 2023, by the following vote:

AYES: Councilmember Branstrom, Caravelli, Ivy, & Mayor Arbuckle
NOES: None
ABSTAINS: None
ABSENT: Councilmember Hodge



Jan Arbuckle, Mayor

APPROVED AS TO FORM:


for Michael G. Colantuono, City Attorney

ATTEST:



Taylor Day, City Clerk

**RESOLUTION 23-07
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2023/24

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

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$4,963,460 as the amount available for allocation in FY 2023/24; 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 2023/24

Sales and Use Tax	\$4,902,460
Interest	\$61,000
Subtotal	\$4,963,460

Anticipated Allocations

Administration and Planning	-\$892,449
Pedestrian and Bicycles	-\$81,420
Community Transit Services	-\$199,480
Total Estimated FY 2023/24 LTF Available for Apportionment	\$3,790,111

Area apportionments based on population: Population figures from State of California Department of Finance 2023 E-1 Report, May 1, 2023

Jurisdiction	Estimated Population	Percent of Estimated Total	Apportionment
Nevada County	67,214	66.73%	\$2,529,274
Grass Valley	13,488	13.39%	\$507,556
Nevada City	3,342	3.32%	\$125,760
Truckee	16,676	16.56%	\$627,521
TOTAL	100,720	100.00%	\$3,790,111

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 2023/24. These apportionments will be used as the basis for allocations throughout FY 2023/24, 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 17, 2023 by the following vote:

Ayes: Commissioner Fernandez, Commissioner Ivy, Commissioner Scofield, Commissioner Strauss, Commissioner Strawser

Noes:

Absent: Commissioner Hoek, Commissioner Zabriskie

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

**RESOLUTION 23-14
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**ALLOCATION OF \$125,760 OF LOCAL TRANSPORTATION FUNDS (LTF)
TO NEVADA CITY FOR SUPPORT OF TRANSIT/PARATRANSIT OPERATIONS
FOR FISCAL YEAR 2023/24**

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

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount of LTF Requested
Transit/Paratransit Operations	99400(c)	\$5,684,232	\$125,760

WHEREAS, the Revised Findings of Apportionment, Resolution 23-07 adopted by the Nevada County Transportation Commission on May 17, 2023 estimates that for FY 2023/24 there is \$125,760 of Local Transportation Funds available for allocation to the City of Nevada City under Public Utilities Code (PUC) Section 99400(c); and

WHEREAS, as of June 30, 2023, there are no funds remaining from prior years LTF apportionments, giving a total estimated amount of \$125,760 available to allocate; and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2023/24 have been made to the City of Nevada City; and

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

NOW, THEREFORE, BE IT RESOLVED, that \$125,760 of Local Transportation Funds is allocated to the City of Nevada City under Section 99400(c) of the Public Utilities Code for support of transit/paratransit operations during FY 2023/24. Payments shall be made as monies become available.

BE IT FURTHER RESOLVED, that payment of this allocation shall be contingent upon receipt of all completed claim documents from the City of Nevada City.

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 19, 2023
by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY
Public Works Department
Transit Services Division



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

Email: nevcoconnects@nevadacountyca.gov
Visit us at: www.NevadaCountyConnects.com or
www.nevadacountynow.us

Heba El-Guindy
Director of Public Works

Robin VanValkenburgh
Transit Services Manager

June 6, 2023

Sean Grayson, City Manager
City of Nevada City
317 Broad Street
Nevada City, CA 95959

SUBJECT: Fiscal Year 2023-24 Local Transportation Fund Claim

Dear Mr. Grayson,

The Nevada County Board of Supervisors will hold its Fiscal Year 2023-24 budget public hearings and approval in June and these will include the Fiscal Year 2023-24 Transit Services Division Budget. Nevada County is processing a claim with the Nevada County Transportation Commission (NCTC) for Local Transportation Funds (LTF), pursuant to the Transportation Development Act. In accordance with the Joint Powers Agreement for Transit Services in Western Nevada County, we are requesting that the City of Nevada City prepare and submit a claim to NCTC for LTF funds to support Nevada County Connects and Nevada County Now contracted paratransit operations during Fiscal Year 2023-24.

NCTC has adopted revised findings of apportionment at their May 17, 2023, meeting indicating that the City of Nevada City's apportionment for Fiscal Year 2023-24 LTF funds is \$125,760. A copy of the revised NCTC findings of apportionment is attached. Since the Transit Services' Division budget is predicated on the use of 100 percent of the available LTF funds from all three local jurisdictions, we are respectfully asking that Nevada City prepare its claim in the amount of \$125,760. As with last year's claim, the LTF funding may be shown in a lump sum entitled "transit/paratransit operations" (P.U.C. Sec. 99400(c)).

We are hoping to have the claims approved at the July 19, 2023, NCTC meeting and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in June 2023, for resolution approval.

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

Sincerely,

Robin Van Valkenburgh

Robin Van Valkenburgh
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Community Development Agency
Heba El-Guindy, Director of Public Works
Mike Woodman, Executive Director, NCTC

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2023/24

TO: NEVADA COUNTY TRANSPORTATION COMMISSION

FROM: City of Nevada City

CONTACT: Bryan McAlister, City Engineer


PHONE: (530) 265-2496 x126

The City of Nevada City hereby requests, in accordance with the Transportation Development Act, and applicable rules and regulations, that this transportation/transit claim be approved in the total amount of \$ 125,760 of LTF - Transit funds. The total amount of this claim shall be utilized for completion of the project(s) listed below:

Project Title/Description	Authorized by TDA Section	Total Project Cost	Amount Requested LTF	Amount Requested STA
Transit Operations	99400(a)		125,760	
TOTAL				

The City of Nevada City requests that the funds be distributed as they become available. Resolution 2023-35 approving the budget for the project(s) or approving this claim was adopted by the City Council of Nevada City on June 14, 2022.

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

BY: 

TITLE: City Manager

DATE: June 29, 2023

RESOLUTION NO. 2023-35

A RESOLUTION REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC) ALLOCATE \$125,760 OF THE CITY'S FISCAL YEAR 2023/24 LOCAL TRANSPORTATION FUNDS (LTF) FOR PUBLIC TRANSPORTATION

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

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

WHEREAS, the Nevada County Transportation Commission adopted Resolution No. 2023-07 showing that the City of Nevada City has an estimated apportionment of local transportation funds in fiscal year 2023-24 of \$125,760; and

WHEREAS, in accordance with the Joint Powers Agreement for Transit Services in Western Nevada County, the Nevada County Transit Services Division requests that the City of Nevada City prepare and submit a claim to NCTC for LTF funds to support Nevada County Connects and Nevada County Now contracted paratransit operations during fiscal year 2023-24; and

NOW, THEREFORE, IT IS HEREBY RESOLVED the City Council of the City of Nevada City requests NCTC allocate \$125,760 of Nevada City's fiscal year 2023/24 estimated apportionment of LTF for transit and paratransit services.

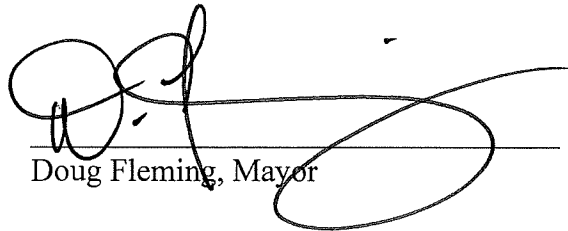
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Nevada City on the 14th day June 2023 by the following vote:

AYES: FLEMING, PETERSEN, KLINE, CECI

NOES:

ABSENT: FERNÁNDEZ

ABSTAIN:



Doug Fleming, Mayor

ATTEST:



Gabrielle Christakes, Deputy City Clerk

**RESOLUTION 23-07
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2023/24

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

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$4,963,460 as the amount available for allocation in FY 2023/24; 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 2023/24

Sales and Use Tax	\$4,902,460
Interest	\$61,000
Subtotal	\$4,963,460

Anticipated Allocations

Administration and Planning	-\$892,449
Pedestrian and Bicycles	-\$81,420
Community Transit Services	-\$199,480
Total Estimated FY 2023/24 LTF Available for Apportionment	\$3,790,111

Area apportionments based on population: Population figures from State of California Department of Finance 2023 E-1 Report, May 1, 2023

Jurisdiction	Estimated Population	Percent of Estimated Total	Apportionment
Nevada County	67,214	66.73%	\$2,529,274
Grass Valley	13,488	13.39%	\$507,556
Nevada City	3,342	3.32%	\$125,760
Truckee	16,676	16.56%	\$627,521
TOTAL	100,720	100.00%	\$3,790,111

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 2023/24. These apportionments will be used as the basis for allocations throughout FY 2023/24, 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 17, 2023 by the following vote:

Ayes: Commissioner Fernandez, Commissioner Ivy, Commissioner Scofield, Commissioner Strauss, Commissioner Strawser

Noes:

Absent: Commissioner Hoek, Commissioner Zabriskie

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest: 

Dale D. Sayles
Administrative Services Officer

**RESOLUTION 23-15
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO THE TOWN OF TRUCKEE
FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2023/24

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

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	Amount Allocated Per Truckee Final Budget
Transit/Paratransit Operations STA	6731(b)	\$1,775,530	\$74,894.22	\$74,894.22
Transit/Paratransit Operations CTS	99275(a)		\$33,027.00	\$33,027.00
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$759,988.78	\$759,988.78
TOTAL		\$1,775,530	\$867,910.00	\$867,910.00

WHEREAS, the STA estimated revenue under PUC Section 99314 for FY 2023/24 available for allocation to Truckee is \$26,519; and

WHEREAS, the Town of Truckee is eligible to receive an allocation of STA funds under PUC Section 99313 in the amount of \$48,375.22, for a total STA allocation of \$74,894.22 to be used for transit and paratransit operations under PUC Section 6731(b); and

WHEREAS, the Town of Truckee meets the STA 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 Community Transit Services (CTS); and

WHEREAS, the Revised Findings of Apportionment for FY 2023/24 Resolution 23-07 estimates that \$199,480 of LTF has been designated for CTS purposes, and the Town of Truckee's bid target is \$33,027; and

WHEREAS, the Town of Truckee has requested an allocation of \$33,027 from the FY 2023/24 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 for FY 2023/24, Resolution 23-07, estimates that for FY 2023/24 there is \$627,521 of LTF available for allocation to the Town of Truckee under PUC Section 99400(c)(d)(e) for transit and paratransit purposes; and

WHEREAS, as of June 30, 2023, there are estimated funds remaining from prior year LTF apportionments in the amount of \$139,809.28; however, the Town of Truckee has requested that NCTC hold \$7,341.50 to fully fund the six-month operating reserve of \$1,038,651.50. This leaves an LTF Carryover Balance available to allocate of \$132,467.78; and

WHEREAS, The Town of Truckee has requested an allocation of \$627,521 of their FY 2023/24 LTF apportionment and \$132,467.78 of LTF Carryover Balance, totaling \$759,988.78; 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 2023/24; and

WHEREAS, the Town of Truckee Director of Administrative Services has determined that the Town of Truckee is eligible to receive \$867,910 in TDA funds for transit/paratransit operations during FY 2023/24; 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 \$74,894.22 of STA Funds as authorized by TDA 6731(b) for support of transit/paratransit operations during FY 2023/24. 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 \$33,027 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2023/24.

BE IT FURTHER RESOLVED, that the Town of Truckee is allocated \$759,988.78 of LTF as authorized under PUC Section 99400(c)(d)(e) for transit/paratransit operations during FY 2023/24.

BE IT FURTHER RESOLVED, that full payment of these allocations is contingent upon completion of the FY 2022/23 Fiscal Audit. In the event that Unearned Revenue for FY 2022/23 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, that payment of these allocations is contingent upon receipt of the Town of Truckee Town Council’s signed resolutions 2023-35, 2023-36, and 2023-48, related to this claim, and all finalized claim documents.

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. Payment will then be made as monies become available.

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

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 19, 2023 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

Town Council

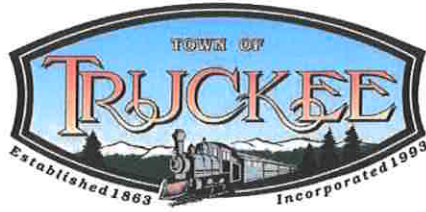
Lindsay Romack, Mayor

David Polivy, Vice Mayor

Anna Klovstad, Council Member

Jan Zabriskie, Council Member

Courtney Henderson, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

Danny Renfrow, Chief of Police

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Administrative Services Director

Judy Price, Communications Director/Town Clerk

Hilary Hobbs, Assistant to the Town Manager

June 28, 2023

Sent Via Email

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

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

1. The attached adopted FY 23/24 Transit Budget, which includes the revenues and expenditures contained in the claims submitted by the Town of Truckee as approved by the Town Council in Resolution 2023-48.

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 2023/24 is:

Operating cost as budgeted	\$1,775,530
Less: Fare revenues anticipated	(2,000)
Other revenues anticipated	(427,384)
Federal assistance anticipated	(478,236)
Maximum TDA eligibility	\$867,910

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

Sincerely,

A handwritten signature in blue ink that reads "Cindy Peterson".

Cindy Peterson
 Finance Manager

ec: Dan Wilkins, Town Engineer
 Nicole Casey, Administrative Services Director
 Alfred Knotts, Transportation Program Manager
 Aaron Hoyt, NCTC
 Dale Sayles, NCTC

10183 Truckee Airport Road, Truckee, CA 96161-3306

www.townoftruckee.com

530-582-7700 | email: truckee@townoftruckee.com

Printed on recycled paper.

	A	B	C	D	E	F
1	TRUCKEE FY 23/24 Calculation for Maximum TDA Eligibility					
2	6/8/2023					
3	MAXIMUM TDA ELIGIBILITY					
4	Operating Cost as budgeted		\$ 1,775,530.00			
5	Less Fare Revenues anticipated		\$ (2,000.00)	Revenue budget	Farebox Receipts	
6	Less Other Revenues anticipated		\$ (183,500.00)	\$1,000 Int + \$80,000 TTAD + \$100,000 Placer +\$2,500 Other		
7	Less Federal Assistance anticipated 5310, 5311		\$ (324,430.00)	\$187,500 (5310) + \$136,930 (5311)		
8	Less Other 5311 Federal Assistance		(\$153,806.00)	\$153,806 (ARPA)		
9	Less LCTOP (Operating)		(\$121,449.00)			
10	Other Revenue Accounts 48.1 and 49.1		(\$122,435.00)	\$60,076 Gray's+\$37,359 CFD's+\$25,000 AQM		
11	Less audited Unearned Revenue as of 6/30/2022		\$ -			
12	Maximum TDA Eligibility		\$ 867,910.00			
14	What is the 21/22 audited LTF Unearned Revenue Amount ?		\$ -	Final 21/22 Audit		
15	What is the 21/22 audited STA 99314 Unearned Revenue Amount?		\$ -	Final 21/22 Audit		
16	What is the 21/22 audited STA 99313 Unearned Revenue Amount?		\$ -	Final 21/22 Audit		
17	What is the 21/22 audited Total Unearned Revenue Amount?		\$ -			
19	Fiscal Officer's 's letter states STA 99313 Unearned Revenue will be returned by June 30, 2023?		n/a			
20	How much 21/22 LTF and STA 99313 Unearned Revenue is budgeted to be spent in 23/24?		\$ -	D14 + D16		
21	How much 21/22 STA 99314 is budgeted to be spent in 23/24?		\$ -	D15		
23	CALCULATION FOR 6 MONTH OPERATING RESERVE LTF					
24	23/24 Estimated 6-Month Operating Reserve		\$ (887,765.00)	= (C4 x 50%) x-1		
25	22/23 6-month Operating Reserve held at NCTC		\$ 1,038,651.50	LTF Worksheet for 4/24/23		
26	22/23 Claim against Operating Reserve for FY 21/22 Operating Deficit		\$ (158,228.00)	FY21/22 Audit		
27	Amount above/below 23/24 estimated 6-Month Operating Reserve		\$ (7,341.50)			
29	What is the Estimated LTF Cash Carryover for 22/23 (thru August)		\$ 139,809.28	see G32. If negative D42 = 0		
30	LTF Amount Held Above 22/23 Operating Reserve		\$ -	If D27 is positive enter number here		
31	LTF Amount Below 22/23 Operating Reserve		\$ (7,341.50)	If D27 is negative enter number here		
32	LTF Carryover above reserve to be budgeted (positive) or remaining amount needed to make Operating Reserve whole		\$ 132,467.78			
34	23/24 LTF Apportionment Revised Findings Reso 23-07 5/17/23		\$ 627,521.00	see chart for E-1 in May 1st		
35	23/24 CTS Revised Bid Target 5/17/23		\$ 33,027.00	see chart for E-1 in May 1st		
36	23/24 LTF & CTS Apportionment budgeted to be spent or held in reserve		\$ 660,548.00			
38	STA 99313 CALCULATION					
39	Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended					
40	Maximum TDA Eligibility		\$ 867,910.00	C12		
41	23/24 LTF Apportionment Revised Findings Reso 23-07 5/17/23		\$ (627,521.00)	D34 x -1		
42	22/23 LTF Cash Carryover to be budgeted 22/23		\$ (139,809.28)	If D29 is positive x -1		
43	23/24 LTF Apportionment unclaimed, held for Operating Reserve		\$ 7,341.50	If D31 is negative x -1		
44	23/24 CTS Revised Bid Target 5/17/23		\$ (33,027.00)	D35 x -1		
45	23/24 STA PUC 99314 State Controller's Office 2/9/23		\$ (26,519.00)	see chart x -1		
46	22/23 STA PUC 99313 Claimable		\$ 48,375.22	Negative = not eligible for 99313		
48	TRANSIT REVENUES VS TDA ELIGIBILITY					
49	23/24 LTF Apportionment Revised Findings Reso 23-07 5/17/23		\$ 627,521.00	D34		
50	LTF Cash Carryover Balance Claimable estimate		\$139,809.28	D42 x -1		
51	Reduction in 23/24 LTF Apportionment Claim for Operating Reserve		\$ (7,341.50)	D43 x -1		
52	23/24 CTS Revised Bid Target 5/17/23		\$ 33,027.00	D44 x -1		
53	23/24 STA PUC 99314 State Controller's Office 2/9/23		\$ 26,519.00	D45 x -1		
54	23/24 STA PUC 99313		\$ 48,375.22	If D46 is negative = 0		
55	Total Transit Revenues		\$867,910.00	matches line 11		
56	Amount Above or Below Maximum TDA Eligibility		\$0.00	D55 - C12	check number	
57	Reduction in Nevada County FY 22/23 LTF Apportionment Claim		\$0.00	D56	check number	
58	Maximum TDA Claimable		\$867,910.00			
60	CLAIM					
61	Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested		
62	Transit/Paratransit Operations STA	6731(b)	\$1,775,530	\$74,894.22	D53+D54	
63	Transit/Paratransit Operations CTS	99275 (a)		\$33,027.00	D52	
64	Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$759,988.78	D49+D50+D51	
65	TOTAL			\$867,910.00		

**TOWN OF TRUCKEE
California**

RESOLUTION 2023-48

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE

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

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

WHEREAS; the Town Council recognized the Capital Improvement Projects, authorized and approved in the current and prior fiscal years, may not be completed by June 27, 2023; and

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

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

NOW THEREFORE BE IT RESOLVED

1. That said Annual Operating and Capital Budget for fiscal year 2023/24, including proposed personnel changes, is hereby approved and adopted, and estimated actual amounts for the fiscal year 2022/23 Capital Improvement Projects are adopted as amended budget amounts; and
2. Staff is directed to prepare and publish a final budget document, with approved amendments; and
3. The Town Manager is authorized to transfer appropriations within the approved budget, except changes affecting personnel or capital outlay; and
4. Town Council approval is required for any transfer of appropriations within the budget for personnel or capital outlay and may approve amendments to the adopted operating or capital budget via approval of one or more staff reports; and
5. Town Council approval is required for any proposed increase to the number of CalPERS benefited, budgeted positions, hired.

The foregoing resolution was introduced by _____, seconded by _____, at a regular meeting of the Truckee Town Council, held on the ___ day of _____, 202_ and adopted by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Lindsay Romack, Mayor

Judy Price, MMC, Town Clerk

**PUBLIC TRANSIT FUND REVENUE
2023/24 REVENUE BUDGET**

502.000.00 Public Transit Fund

ACCOUNT	2021/22 ACTUAL	2022/23 AMENDED BUDGET	2022/23 ESTIMATED ACTUALS	2023/24 PROPOSED BUDGET	% CHG BUD TO EA	% CHG BUD TO BUD
OPERATING REVENUES						
44.30 Interest Income	(1,082)	3,007	155	1,000	545.2%	-66.7%
45.20 FTA - Section 5311 Grant Formulaic	102,678	284,893	134,245	136,930	2.0%	-51.9%
45.21 Local Transportation Fund	739,642	507,923	627,443	759,989	21.1%	49.6%
45.22 NCTC - CTS Fund	30,100	34,030	30,100	33,027	9.7%	-2.9%
45.23 State Transit Assistance	216,183	428,922	216,183	74,894	-65.4%	-82.5%
FTA 5311 - ARPA Emergency Relief			-	153,806		
FTA 5311 - CARES Act Funding	-	-	249,983	-	-100.0%	
FTA 5311 - Converted	-	-	-	-		
45.28 FTA - Section 5310 Grant	187,674	187,500	150,000	187,500	25.0%	
45.31 LCTOP Grant	-	116,415	116,415	121,449	4.3%	4.3%
45.32 NSAQMD Grant	-	-	-	-		
45.36 NCTC Operating Reserve Draw	-	-	-	-		
46.80 Fare Box Receipts Retained	1,202	2,000	1,500	2,000	33.3%	
Partnership Funding - TTAD & Placer	-	-	-	180,000		100.0%
46.82 Partnership Funding	122,231	189,125	76,700	-	-100.0%	-100.0%
47.30 Other Sources of Revenue	5,463	2,500	5,500	2,500	-54.5%	
47.34 Community Shuttle Funding	-	100,000	-	-		-100.0%
48.10 Gray's Crossing Contribution	54,232	55,862	54,979	60,076	9.3%	7.5%
49.10 Transfer In - General Fund	-	-	-	-		
49.10 Transfer In - CFDs	27,414	46,856	36,270	37,359	3.0%	-20.3%
49.10 Transfer In - Air Quality Mitigation	37,187	125,000	100,000	25,000	-75.0%	-80.0%
Subtotal Operating Revenue	1,485,737	2,084,033	1,799,473	1,775,530		
CAPITAL REVENUE						
Transit & Intercity Rail Capital Program	-	-	-	700,000		100.0%
45.35 State of Good Repair - Grant	6,193	321,000	494,523	165,678	-66.5%	-48.4%
45.37 STA - Capital	-	279,000	279,000	810,000	190.3%	190.3%
Subtotal Capital Revenue	6,193	600,000	773,523	1,675,678		
TOTAL PUBLIC TRANSIT FUND REVENUE	1,529,117	2,684,033	2,572,996	3,451,208	34.1%	28.6%

**PUBLIC TRANSIT
2023/24 EXPENDITURES BUDGET**

Public Transit Fund

	2019/20	2020/21	2021/22	2022/23	2022/23	2023/24	% CHG BUD	% CHG BUD
	ACTUAL	ACTUAL	ACTUAL	AMENDED	ESTIMATED	PROPOSED	TO EA	TO BUD
				BUDGET	ACTUALS	BUDGET		
PERSONNEL								
Wages - Regular Full-Time	102,415	119,419	150,816	169,693	198,036	154,492	-22.0%	-9.0%
Overtime - Regular Full-Tir	-	-	901	-	-	-		
Benefits	-	-	91,134	67,873	68,855	59,110	-14.2%	-12.9%
Deferred Compensation	3,895	4,855	4,156	4,728	5,656	4,536	-19.8%	-4.1%
RHS	1,687	1,739	1,963	1,846	2,901	2,075	-28.5%	12.4%
Car Allowances	399	321	398	396	390	396	1.6%	0.0%
Compensated Absences	7,614	(151)	(11,440)	422	97	1,335	1274.3%	216.6%
Wages & Benefits	178,958	197,370	237,927	244,957	275,935	221,944	-19.6%	-9.4%
TRUCKEE LOCAL SERVICES								
Fixed Route	352,059	461,841	396,734	530,974	498,100	500,000	0.4%	-5.8%
Donner Summit Winter	-	-	-	-	-	-		
Dial-A-Ride	253,776	249,283	260,979	361,621	255,600	245,000	-4.1%	-32.2%
Truckee Thursday Shuttles	68,150	-	-	60,000	50,000	42,000	-16.0%	-30.0%
Other Special Event Shuttl	-	-	-	40,000	15,000	5,500	-63.3%	-86.3%
Truckee Local Services	673,985	711,125	657,713	992,595	818,700	792,500	-3.2%	-20.2%
REGIONAL SERVICES								
North Lake Tahoe Airport	10,301	6,496	11,140	14,400	14,400	15,500	7.6%	7.6%
Hwy 89	115,281	120,374	125,513	132,100	125,000	88,000	-29.6%	-33.4%
Hwy 267 Winter	-	-	-	32,175	28,532	50,000	75.2%	55.4%
Hwy 267 - Non-Winter	72,823	76,684	80,513	100,911	87,132	82,000	-5.9%	-18.7%
Regional Services	198,405	203,553	217,166	279,586	255,064	235,500	-7.7%	-15.8%
GENERAL SERVICES & SUPPLIES								
Professional Services	19,600	1,152	14,304	93,700	55,000	50,000	-9.1%	-46.6%
Marketing	6,875	14,243	15,012	45,000	40,000	40,000		-11.1%
General Services	26,475	15,394	29,317	138,700	95,000	90,000	-5.3%	-35.1%
Education & Training	2,496	350	1,317	3,000	2,500	3,000	20.0%	
Administrative Overhead	41,647	59,911	74,677	80,265	83,797	81,399	-2.9%	1.4%
Advertising	288	230	662	1,000	500	1,000	100.0%	
Membership & Dues	620	620	1,182	1,500	1,500	1,500		
Software Supplies	-	-	-	-	750	750		100.0%
General Supplies	500	383	593	750	1,200	750	-37.5%	
Photocopying	-	-	-	-	150	150		100.0%
Postage, Freight, & Delivei	17	14	-	100	75	100	33.3%	
Printing	225	1,094	-	1,100	350	500	42.9%	-54.5%
Telephone	2,204	2,143	4,466	4,000	4,700	5,000	6.4%	25.0%
Repair & Maint. - Shelters	9,558	13,104	17,689	12,000	8,500	10,000	17.6%	-16.7%
Repair & Maint. - Office Ec	-	-	-	100	100	100		
Shelters, Buses & Signs Su	-	7,310	3,807	7,500	1,500	5,500	266.7%	-26.7%
Accidents & Damages	-	-	-	-	-	-		
CalTIP Insurance	45,503	65,309	49,471	64,000	62,547	72,000	15.1%	12.5%
Rent	-	6,881	33,372	35,781	35,781	35,781	0.0%	0.0%
Vehicles - Fuel	43,514	48,421	49,199	92,226	60,000	75,000	25.0%	-18.7%
Vehicles - Mileage	-	-	-	-	-	-		
Fleet Maintenance Allocat	112,876	151,906	168,838	118,143	131,678	143,056	8.6%	21.1%
Prior Year Operating Defic	-	-	-	-	-	-		
Supplies	259,447	357,676	405,274	421,465	395,628	435,586	10.1%	3.4%
Transfers to CIP	31,245	32,034	21,556	600,000	773,523	965,678	24.8%	60.9%
Computer Equipment	71	-	-	6,300	6,300	10,000	58.7%	58.7%
Vehicles	-	-	-	-	-	700,000		100.0%
FTA Section 5339	-	-	-	-	-	-		
Prop 1B PTMISEA	11,149	-	-	-	-	-		
Cal OES - Safety & Security	27,394	-	-	-	-	-		
State of Good Repair	-	257,757	-	321,000	-	-		-100.0%
Depreciation Expense	76,483	74,488	120,424	66,703	66,703	60,000	-10.0%	-10.0%
Capital Outlay	115,097	332,245	120,424	394,003	73,003	770,000		
TOTAL	1,483,611	1,849,396	1,689,376	3,071,306	2,686,853	3,511,208	30.7%	14.3%

Town Council

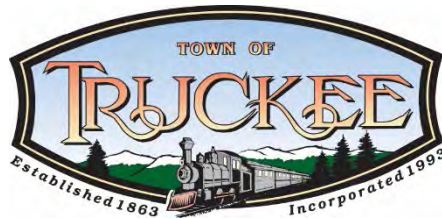
Lindsay Romack, Mayor

David Polivy, Vice Mayor

Anna Klovstad, Council Member

Jan Zabriskie, Council Member

Courtney Henderson, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

Danny Renfrow, Chief of Police

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Administrative Services Director

Judy Price, Communications Director/Town Clerk

Hilary Hobbs, Assistant to the Town Manager

June 28, 2023

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 2023/24 Claim for Local Transportation Funds

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$759,988.78 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 2023-35 by the Truckee Town Council on June 27, 2023.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 19, 2023 agenda for review and approval.

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

Sincerely,

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

Alfred Knotts
Transportation Program Manager

Town Council

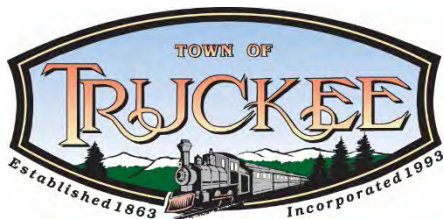
Lindsay Romack, Mayor

David Polivy, Vice Mayor

Anna Klovstad, Council Member

Jan Zabriskie, Council Member

Courtney Henderson, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

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Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Administrative Services Director

Judy Price, Communications Director/Town Clerk

Hilary Hobbs, Assistant to the Town Manager

June 28, 2023

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

RE: CTS Funding Claim for FY 2023/24 Transit Operations

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$33,027 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 2023-35 by the Truckee Town Council on June 27, 2023. 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 23/24 Dial-A-Ride program proposed operating budget and estimated ridership is \$245,000 and 5,455, 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 19, 2023 agenda for review and approval. Please contact me with any questions.

Sincerely,

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

Alfred Knotts
Transportation Program Manager

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2023/24

DATE: June 28, 2023
TO: NEVADA COUNTY TRANSPORTATION COMMISSION
FROM: TOWN OF TRUCKEE
CONTACT: Alfred Knotts, Transportation Program Manager
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 \$793,015.78 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)	\$1,775,530	\$33,027
Transit/Paratransit Operations	99400 (c) (d) (e)		\$759,988.78
TOTAL		\$1,775,530	\$793,015.78

The Town of Truckee requests that the LTF funds be distributed as they become available per adoption of Resolution 2023-35 by the Town of Truckee Town Council on June 27, 2023.

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: 
Cindy Peterson, Finance Manager

**TOWN OF TRUCKEE
California**

RESOLUTION 2023-35

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 2023/24

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

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

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

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

1. NCTC allocate \$793,015.78 of Local Transportation Funds to the TART FY 2023/24 operations budget as follows: \$759,988.78 per PUC 99400(c)(d)(e); \$33,027 per Public Utilities Code 99275(a).
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by _____, seconded by _____, at a Regular Meeting of the Truckee Town Council, held on the 27th day of June 2023, and adopted by the following vote:

AYES:

NOES:

ABSENT:

Lindsay Romack, Mayor

ATTEST:

Judy Price, MMC, Town Clerk

Town Council

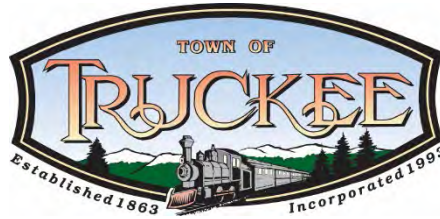
Lindsay Romack, Mayor

David Polivy, Vice Mayor

Anna Klovstad, Council Member

Jan Zabriskie, Council Member

Courtney Henderson, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

Danny Renfrow, Chief of Police

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Administrative Services Director

Judy Price, Communications Director/Town Clerk

Hilary Hobbs, Assistant to the Town Manager

June 28, 2023

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 2023/24 Claim for State Transit Assistance Funds

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$74,894 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 2023-36 by the Truckee Town Council on June 27, 2023.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 19, 2023 agenda for review and approval.

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

Sincerely,

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

Alfred Knotts
Transportation Program Manager

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2022/23

DATE: June 28, 2023
TO: NEVADA COUNTY TRANSPORTATION COMMISSION
FROM: TOWN OF TRUCKEE
CONTACT: Alfred Knotts, Transportation Program Manager
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 \$74,894 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)	\$1,775,530	\$74,894.22

The Town of Truckee requests that the STA funds be distributed as they become available per the adoption of Resolution 2023-36 by the Town of Truckee Town Council on June 27, 2023.

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: 
Cindy Peterson, Finance Manager

**TOWN OF TRUCKEE
California**

RESOLUTION 2023-36

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 2023/24

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

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

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

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

1. NCTC allocate \$74,894.22 of State Transit Assistance Funds to the TART FY 2023/24 operations budget per Public Utilities Code 6731 (b).
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by _____, seconded by _____, at a Regular Meeting of the Truckee Town Council, held on the 27th day of June 2023, and adopted by the following vote:

AYES:

NOES:

ABSENT:

Lindsay Romack, Mayor

ATTEST:

Judy Price, MMC, Town Clerk

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

Claimant: Town of Truckee

Fiscal Year: 2023/24

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

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



Alfred Knotts
Transportation Program Manager
June 28, 2023

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

Paratransit Services

ADDRESS TELEPHONE NUMBER

10969 Stevens Lane

(530) 550-7451

CITY ZIP CODE COUNTY

Truckee

96161 Nevada

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

ISSUED BY I.D. NUMBER DATE

A. Kerns

A17476

09/19/2022

Destroy Previous Editions

Chp339_0809.pdf

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Claimant: Town of Truckee

For Most Recently Completed Fiscal Year: 2021/22

OPERATOR PERFORMANCE TABLE

Performance Indicator		Comments
1	Operating Cost/ Passenger Trip	Truckee TART Operating Costs: \$1,547,396 Truckee TART Ridership: 31,134
	<u>\$49.70/ Trip</u>	<i>PUC 99247 (a)(b)</i>
2	Operating Cost/ Service Hour	Truckee TART Operating Costs: \$1,547,396 Truckee TART Vehicle Service Hours: 7,317
	<u>\$211.48/Hour</u>	<i>PUC 99247 (c)'</i>
3	Passengers/ Service Hour	Truckee TART Ridership: 31,134 Truckee TART Vehicle Service Hours: 7,317
	<u>4.26/Hour</u>	<i>PUC 99247 (d)</i>
4	Passengers/ Service Mile	Truckee TART Ridership: 31,134 Truckee TART Vehicle Service Miles: 124,019
	<u>.25/Mile</u>	<i>PUC 99247 (e)</i>
5	Service Hours/ Employee	Truckee TART Vehicle Service Hours: 7,317 Total FT Employee Equivalent: 6
	<u>1212 Hrs/Emp</u>	<i>PUC 99247 (h)(i)</i>
6	Farebox Ratio	Truckee TART Operating Costs: \$1,547,396 Truckee TART Farebox Revenue: \$177,665
	<u>11.48%</u>	<i>PUC 99268.4</i>

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

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

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

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

COMMUNITY TRANSIT SYSTEMS (CTS) OPERATIONS CLAIM CHECKLIST

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

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

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




MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.1

MEMORANDUM

TO: Nevada County Transportation Commission
FROM: Michael Woodman, Executive Director 
SUBJECT: Local Participation Subrecipient Agreements with Nevada County, the Cities of Grass Valley and Nevada City, and the Town of Truckee, Resolution 23-16
DATE: July 19, 2023

RECOMMENDATION: Adopt Resolution 23-16 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 23-16
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 23-08 approved the FY 2023/24 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 19, 2023 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

**FY 2023/24 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
NEVADA COUNTY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION PLANNING
PROCESS DURING FISCAL YEAR 2023/24

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **August 8, 2023**, 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, 2024** 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 Heba El-Guindy. 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:

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

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

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

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

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

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

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

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

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

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

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

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

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

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
- (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

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

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

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

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

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

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

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

(Signature Page to Follow)

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

NEVADA COUNTY

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ED SCOFIELD
CHAIR

APPROVED AS TO FORM:

SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2023/24

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

T = Month when activity may occur

**FY 2023/24 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 2023/24

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2023**, 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, 2024** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. Compliance with Laws: Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
4. Funding Amount: Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to exceed **Seven Thousand Five Hundred Dollars (\$7,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$7,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
5. Reporting and Payment:
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

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

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

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

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

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

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

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

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

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

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

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

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

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

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

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

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

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

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

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

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

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

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

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

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

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

43. Equipment Purchase:
 - a. Written prior authorization by NCTC’s Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
 - b. For purchase of any item, service or consulting work not covered in Subrecipient’s Cost Proposal and exceeding \$5,000 prior authorization by NCTC’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - c. Any equipment purchased as a result of this contract is subject to the following: “Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use

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

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

(Signature Page to Follow)

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

CITY OF GRASS VALLEY

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ED SCOFIELD
CHAIR

APPROVED AS TO FORM:

SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2023/24

	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 2023/24 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 2023/24

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2023**, 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, 2024** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which agreement is subject to approval by Caltrans, FHWA or any other federal or state agency having jurisdiction.
3. Compliance with Laws: Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
 4. Funding Amount: Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to exceed **Seven Thousand Five Hundred Dollars (\$7,500)**. Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of **\$7,500**, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.
 5. Reporting and Payment:
 - a. On a quarterly basis, Subrecipient will provide NCTC with both a written report on the progress made on the Scope of Work in Exhibit A and an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement.
 - b. Payments to Subrecipient will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.
 - c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
 - d. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.

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

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

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

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

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

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

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

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

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

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

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

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

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page to Follow)

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

CITY OF NEVADA CITY

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ED SCOFIELD
CHAIR

APPROVED AS TO FORM:

SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2023/24

	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 2023/24 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 2023/24

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2023**, 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, 2024** 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 **Becky Bucar**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Becky Bucar, Engineering Manager
Town of Truckee
10183 Truckee Airport Road
Truckee, California 96161
Telephone: (530) 582-2932

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

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

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

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

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

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements:

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

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

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

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

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

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

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
- (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

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

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

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

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

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

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

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

(Signature Page to Follow)

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

TOWN OF TRUCKEE

Signature

APPROVED AS TO FORM:

LEGAL COUNSEL

**NEVADA COUNTY TRANSPORTATION
COMMISSION**

ED SCOFIELD
CHAIR

APPROVED AS TO FORM:

SLOAN, SAKAI, YEUNG & WONG LLP
LEGAL COUNSEL

Exhibit A - Activity Schedule FY 2023/24

	Budget	July	August	September	October	November	December	January	February	March	April	May	June
W.E. 2.1 - Regional Transportation Planning:	\$7,500												
Technical Advisory Committee Meetings.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and analyze issues relating to integration of regional transportation and community goals and objectives in land use, housing, economic development, social welfare and environmental preservation.		T	T	T	T	T	T	T	T	T	T	T	T
Identify and document transportation facilities, projects and services required to meet regional and interregional mobility and access needs.		T	T	T	T	T	T	T	T	T	T	T	T
Define solutions in terms of the regional multimodal transportation system, land use and economic impacts, financial constraints, air quality and environmental concerns (including wetlands, endangered species and cultural resources).		T	T	T	T	T	T	T	T	T	T	T	T
Assess the operational and physical continuity of the regional transportation system components within and between metropolitan and rural areas, and interconnections to and through regions.		T	T	T	T	T	T	T	T	T	T	T	T
Incorporate transit and intermodal facilities, bicycle transportation facilities and pedestrian walkways in regional transportation plans and programs where appropriate		T	T	T	T	T	T	T	T	T	T	T	T
Participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure.		T	T	T	T	T	T	T	T	T	T	T	T
Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of regional transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management.		T	T	T	T	T	T	T	T	T	T	T	T
Monitor existing traffic conditions and safety data.		T	T	T	T	T	T	T	T	T	T	T	T
Participate in transportation demand management/VMT reducing activities		T	T	T	T	T	T	T	T	T	T	T	T
Participate in intermodal transportation planning activities		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 23-17
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
FUNDS TO THE COUNTY OF NEVADA FOR FY 2023/24

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

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

WHEREAS, County of Nevada, through the adoption of Resolution 23-xxx on August 8, 2023, is requesting an allocation of \$630,384 for FY 2023/24 from RSTP funds; and

WHEREAS, as of May 17, 2023, the RSTP (Fund #6492) amount available to allocate for County of Nevada was \$1,116,859.81.

NOW, THEREFORE, BE IT RESOLVED, that NCTC does hereby allocate \$630,384 for FY 2023/24 from the RSTP fund to County of Nevada for projects included in the 2023 Capital Improvement Program, contingent upon receipt of the Board of Supervisors’ signed resolution 23-xxx related to this claim, the signed RSTP Subrecipient Funding Agreement, and all finalized claim documents. Payments shall be made upon receipt of invoice(s).

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

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 19, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



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

Trisha Tillotson
Community Development Agency Director

Heba El-Guindy
Director of Public Works

July 8, 2023

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

Re: Nevada County's Application for FY 2023/24 RSTP Funding Allocation

Dear Mr. Woodman,

Enclosed is the County's application requesting Regional Surface Transportation Program (RSTP) Funding for the following Project:

- General Maintenance – New allocation for maintenance activities including pavement repairs, gravel and dirt road maintenance, and signing and striping maintenance in the amount of \$630,384

This Project is programmed in the County's Department of Public Works Capital Improvement Plan (CIP) for funding with the County's apportionment of RSTP funds and has been determined to be consistent with the Nevada County General Plan. The County's CIP was approved by the Board of Supervisors on April 18, 2023 per the attached Resolution 23-155.

In addition, the attached draft Resolution requesting allocation of the RSTP funds will be considered by the County Board of Supervisors on August 8, 2023. You are kindly requested to schedule this Project for funding approval by the Commission as soon as possible. If you have any questions, please feel free to contact me at (530) 215-0369 or Patrick Perkins at (530) 414-6272.

Sincerely,

Heba El-Guindy

Heba El-Guindy
Director of Public Works

REGIONAL SURFACE TRANSPORTATION PROGRAM

CLAIM FORM

Date: July 8, 2022

To: Nevada County Transportation Commission

From: Nevada County Department of Public Works

Project Title: General Maintenance

Project Location: Various roads and locations in the countywide Road Maintenance and Rehabilitation Program. Project components are included in the attached 2023 Annual Update of the County's Department of Public Works Capital Improvement Plan (CIP).

Total Cost Estimate of Project: \$630,384

Total Request Amount of RSTP Funds: \$630,384

Fiscal Year in Which Funds are Expended: FY 2023/24

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

A good faith effort was made to involve all interested parties, and public comments were sought and considered as this Project was programmed in the CIP as adopted by the County Board of Supervisors on April 18, 2023 at a duly noticed public hearing and was determined to be consistent with the Nevada County General Plan per the attached Resolution 23-155

It should be noted that the Project is consistent with adopted plans and programs and is in conformance with the Regional Transportation plan.



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

Trisha Tillotson
Community Development Agency Director

Trisha Tillotson
Acting Director of Public Works

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

MEETING DATE: August 8, 2023
TO: Board of Supervisors
FROM: **Trisha Tillotson, CDA Director and Acting Director of Public Works**
SUBJECT: Authorization of Fiscal Year 2023/24 Regional Surface Transportation Program Funding Requests in the amount of \$630,384

RECOMMENDATION: Authorize FY 2023/24 Regional Surface Transportation Program (RSTP) funding requests to the Nevada County Transportation Commission (NCTC).

FUNDING: The projects for which RSTP funds are being requested are in the Nevada County Department of Public Works Capital Improvement Plan 2023 Annual Update (CIP).

BACKGROUND: RSTP funds are Federal Surface Transportation Program funds that are apportioned to specific regions within a state and locally managed and administered by NCTC. Staff is requesting authorization to request RSTP funding from NCTC for one Nevada County project in FY 2023/24. The one project being requested this year is:

- General Maintenance - \$630,384

Staff is requesting a new allocation for general maintenance activities.

Staff requests that the Board approve the attached resolution and RSTP Exchange Recipient Agreement authorizing the FY 2023/24 RSTP funding.

Item Initiated by: **Patrick Perkins, Principal Civil Engineer**
Approved by: **Heba El-Guindy, Director of Public Works**

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



RESOLUTION No. _____

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

AUTHORIZATION OF FISCAL YEAR 2023/24 REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDING REQUESTS IN THE AMOUNT OF \$630,384

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

WHEREAS, the Nevada County Department of Public Works requests authorization to apply for RSTP funds from NCTC for Fiscal Year 2023/24 as follows:

- General maintenance: \$630,384; and

WHEREAS, on April 18, 2023, the Board of Supervisors adopted Resolution 22-155, which adopted the Nevada County Department of Public Works Capital Improvement Plan 2023 Annual Update (CIP) and authorized the Director of Public Works to proceed with implementation of the Program; and

WHEREAS, the new funding requests are for projects within the Nevada County Department of Public Works 2023 Capital Improvement Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Nevada County Board of Supervisors of the County of Nevada :

1. Authorizes the Nevada County Department of Public Works to request RSTP fund allocations from NCTC as follows, for a total FY 2023/24 RSTP funding request of \$630,384,
2. Authorizes the Chair of The Board to sign the RSTP Exchange Recipient Agreement for FY 2023-24

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



MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 500.1, 720.5

July 19, 2023

Heba El-Guindy, Director
County of Nevada Community Development Agency
Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959-8617

SUBJECT: FUNDING AGREEMENT #RSTPNCO071923 BETWEEN THE COUNTY OF NEVADA AND THE NEVADA COUNTY TRANSPORTATION COMMISSION FOR FY 2023/24 REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDS

Dear Ms. El-Guindy:

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

The RSTP Exchange Recipient agrees to the following:

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

Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every subrecipient receiving funds as a contractor or subcontractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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

5. Third Party Contracting

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

6. Accounting System

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

7. Right to Audit

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

pertinent for audits, examinations, excerpts, and transactions, and shall be furnished copies thereof if requested.

8. Travel and Subsistence

- a. Payments for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then recipient of funds is responsible for the cost difference and any overpayments shall be reimbursed on demand.

9. Project Completion

- a. Agrees to provide to NCTC a report summarizing total project costs and milestones for each project using RSTP Exchange Funds within sixty (60) days of project completion.

If this Funding Agreement meets with your approval, please sign and return two copies. A final signed copy will be provided for your own records. Questions concerning this Funding Agreement should be directed to NCTC Executive Director Mike Woodman at (530) 265-3202.

<hr/>		<hr/>	
Michael G. Woodman	Date	Ed Scofield	Date
Executive Director		Chair	
Nevada County Transportation Commission		Nevada County Board of Supervisors	

CAPITAL IMPROVEMENT PLAN

2023 ANNUAL UPDATE



Widening Donner Pass Road

County of Nevada
Community Development Agency
Department of Public Works
2022-2023 thru 2026-2027

COUNTY OF NEVADA COMMUNITY DEVELOPMENT AGENCY

DEPARTMENT OF PUBLIC WORKS

CAPITAL IMPROVEMENT PLAN

2023 ANNUAL UPDATE

FISCAL YEAR 2022/23 THRU 2026/27

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- Summary of Major CIP Expenditures
- Conclusion

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Section 1. Introduction

EXECUTIVE SUMMARY

This Capital Improvement Plan (CIP) has been prepared to provide the County of Nevada (County) Board of Supervisors (BOS) and the community with an outline of capital improvement expenditures and revenue projections. This year's CIP represents a five-year, \$147 million program from July 2022 thru June 2027.

Gas tax and General Fund Maintenance of Effort (MOE) constitute the primary discretionary funding sources for the County's Road maintenance activities. Since 2015, the County has seen annual fluctuations of up to \$1 million per year. A combined 30% increase in costs during that time further eroded our ability to maintain roads and infrastructure. The County's over all pavement condition index (PCI) is currently 64 and continues to drop by approximately 1 point per year given the current funding.

In April 2017, Governor Brown signed Senate Bill 1 (SB1) – Landmark transportation funding legislation that invests \$52.4 billion in Road Maintenance and Rehabilitation Account (RMRA) funds over the next decade to fix roads, freeways, and bridges in communities across California. The new funding package results in an average total increase of approximately \$3.6 million annually over the next five years to Nevada County for road safety, maintenance, and improvement projects. RMRA funds are now protected for transportation purposes only under Article 19 of the California State Constitution per the approval of Proposition 69 in June 2018. This additional revenue will be used to fund road rehabilitation and preservation projects, roadside vegetation control and shoulder maintenance activities throughout Nevada County.

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

Although economic indicators are uncertain, we continue to see robust state and federal grant funding for capital projects. In this plan, the County expects to receive approximately \$30 million in state and federal grants for a variety of transit, roadway safety, bridge, and road maintenance projects. Additional grant funds have been applied for from the Federal Emergency Management Agency (FEMA) and Community Development Block Grant (CDBG), Highway Bridge Program (HBP) and the Highway Safety Improvement Program (HSIP) for roadway related improvements. Additional grants for vegetation management will be applied for as opportunities arise.

PLAN ORGANIZATION

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

SUMMARY OF THE MAJOR REVENUE SOURCES

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

Discretionary Funds

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

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

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

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

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

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

Restricted Funds

Grants: County staff regularly apply for, and the County receives grant funding from a variety of sources. This includes from the Highway Safety Improvement Program (HSIP), Highway Bridge Program (HBP), Congestion Mitigation and Air Quality (CMAQ) improvement program, and the Community Development Block Grants (CDBG), among others. These programs help fund much needed roadway safety projects, bridge replacement and rehabilitation projects, congestion and air quality improvement projects, and projects that improve accessibility to

federal properties. In addition, other one-time grants can help augment road safety, vegetation and tree removal, and a myriad of other County public works activities.

Road Maintenance and Rehabilitation Account (RMRA): In April 2017, Governor Brown signed SB1 into law. SB1 results in an average total increase of approximately \$3.6 million annually over the next five years for Nevada County for road safety, maintenance, and improvement projects. SB1 is intended to stabilize HUTA revenue and includes annual inflationary adjustments to ensure long-term fiscal solvency of gas tax revenues. As a result, RMRA revenues have become a stable revenue source.

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

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

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

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

SUMMARY OF MAJOR CIP EXPENDITURES

The total projected expenditures for FY 23-24 are projected to be \$39,480,753 (including Solid Waste and Transit projects).

Capital Projects constitute 61% of total CIP expenditures. Table 1 includes the following expenditures:

TABLE 1: CAPITAL PROJECT EXPENDITURES

CATEGORY	AMOUNT	FUNDING SOURCES
Bridge Projects	\$2,871,952	Federal Grants, General Fund MOE, Gas Tax
Development Fee Projects	\$150,000	Federal Grant, to be supplemented with LTMF in later years
Safety Projects	\$1,005,100	Gas Tax, Federal Grants
Other	\$19,905,834	State Grant, Solid Waste Funds and Rule 20(a)
TOTAL	\$23,932,886	

Maintenance constitutes 32% of total CIP expenditures. Table 2 includes the following expenditures:

TABLE 2: MAINTENANCE EXPENDITURES

CATEGORY	AMOUNT	FUNDING SOURCES
Roadway Preservation	\$2,388,892	Gas Tax and RMRA, CSA/PRD
Drainage and Shoulder Maintenance	\$535,377	Gas Tax and RMRA
Vegetation Control	\$2,348,970	Gas Tax, CDBG Grant funds, Brush Clearing Safety Grant funds (FEMA), and RMRA
General Maintenance	\$6,159,878	Gas Tax, General Fund MOE, RSTP, RMRA, CSA/PRD and Trust Funds
Equipment Program	\$1,070,000	General Fund MOE, Roads ISF
TOTAL	\$12,503,117	

Overhead constitutes the remaining 7% of total CIP expenditures. Table 3 includes the following expenditures:

TABLE 3: OVERHEAD EXPENDITURES

CATEGORY	AMOUNT	FUNDING SOURCES
701 – Road Admin	\$1,920,113	Gas Tax, General Fund MOE, and CSA/PRD
702 – Engineering	\$1,124,637	Gas Tax, General Fund MOE, State Exchange, and CSA/PRD
703 - Maintenance	\$0 Distributed into projects	Gas Tax, General Fund MOE, RMRA and CSA/PRD
TOTAL	\$3,044,750	

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ROAD MAINTENANCE AND REHABILITATION PROGRAM

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

PROJECT LOCATION: The following locations are tentatively scheduled for road maintenance and rehabilitation in Fiscal years 2023 thru 2027:

2023 OVERLAY AND PAVEMENT REHABILITATION

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

2023 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

ROAD	FROM	TO
BANNER MTN TRAIL	GRACIE RD	END OF PAVEMENT
IDAHO MARYLAND RD	CITY LIMITS	BANNER LAVA CAP
DOG BAR RD.	1415 FT. S. WOLF CREEK	700 FT. N. OF MT. OLIVE
TYLER FOOTE CROSS.	HIGHWAY 49	ANANDA WAY
PLEASANT VALLEY	YUBA BRIDGE	HWY 49
RIDGE ROAD	R&R HWY	NEVADA CITY LIMITS
NC HWY	GRASS VALLEY LIMITS	NEVADA CITY LIMITS

2024 OVERLAY AND PAVEMENT REHABILITATION

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

2024 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

ROAD	FROM	TO
DOG BAR RD	MAGNOLIA RD	BEAR RIVER BRIDGE
MAGNOLIA RD	COMBIE RD	DOG BAR RD
YOU BET RD	HWY 174	GREENHORN CREEK
N. BLOOMFIELD	HIGHWAY 49	LAKE CITY ROAD

2025 OVERLAY AND PAVEMENT REHABILITATION

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

2025 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

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

2026 OVERLAY AND PAVEMENT REHABILITATION

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

2026 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

ROAD	FROM	TO
GASTON	CASCADE LOOP	END OF ROAD
CASCADE LOOP	PASQUALE	PASQUALE
SPANISH	CASCADE LOOP	LAKE LN
SADIE D	CASCADE LOOP	LAKE LN
ARTIC CLOSE	CASCADE LOOP	END OF ROAD
LAKE LANE	END	END

2027 OVERLAY AND PAVEMENT REHABILITATION

ROAD	FROM	TO
BANNER QUAKER HILL	NID CANNAL	END OF PAVEMENT
SUMMIT RIDGE DR	BANNER Q HILL	BANNER Q HILL
PASQUALE ROAD	BANNER Q HILL	SANTA FEE TRAIL
NUGGET ST	PASQUALE RD	PASQUALE RD
MTN. VIEW DR	PASQUALE RD	BANNER Q HILL
GAS CANYON RD	BANNER Q HILL	SAILER FLAT ROAD
CHINA CLOSE	BANNER Q HILL	END
YUBA CLOSE	BANNER Q HILL	END
AURORA CLOSE	BANNER Q HILL	END

2027 BRUSHING, SHOULDER, GENERAL MAINTENANCE PROJECT

Various locations including but not limited to:

<u>ROAD</u>	<u>FROM</u>	<u>TO</u>
BANNER QUAKER HILL	NID CANNAL	END OF PAVEMENT
SUMMIT RIDGE DR	BANNER Q HILL	BANNER Q HILL
PASQUALE ROAD	BANNER Q HILL	SANTA FEE TRAIL
NUGGET ST	PASQUALE RD	PASQUALE RD
MTN. VIEW DR	PASQUALE RD	BANNER Q HILL
GAS CANYON RD	BANNER Q HILL	SAILER FLAT ROAD
CHINA CLOSE	BANNER Q HILL	END
YUBA CLOSE	BANNER Q HILL	END
AURORA CLOSE	BANNER Q HILL	END

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

ESTIMATED USEFUL LIFE: Many factors can affect a payment's useful life, including the quality of the subgrade, drainage conditions, traffic loads etc. Typically, Nevada County expects a 10-15-year useful life out of pavement overlay, and a 2–4-year useful life of a micro-surface.

PROJECT COST ESTIMATE (including administration costs)

Item	Funding Source	Cost	Total Annual Cost
2023 Rehab	RMRA	\$ 854,000	\$2,917,549
2023 Brushing	RMRA	\$ 1,168,855	
2023 Shoulders	RMRA	\$ 219,449	
2023 Gen. Maint.	RMRA	\$675,245	
2024 Rehab	RMRA	\$2,055,188	\$4,122,694
2024 Brushing	RMRA	\$598,970	
2024 Shoulders	RMRA	\$369,652	
2024 Gen. Maint.	RMRA	\$1,098,884	
2025 Rehab	RMRA	\$1,641,402	\$3,830,727
2025 Brushing	RMRA	\$429,747	
2025 Shoulders	RMRA	\$400,000	
2025 Gen. Maint.	RMRA	\$1,359,578	
2026 Rehab	RMRA	\$1,057,643	\$3,157,250
2026 Brushing	RMRA	\$461,201	
2026 Shoulders	RMRA	\$421,639	
2026 Gen. Maint	RMRA	\$1,216,767	
2027 Rehab	RMRA	\$1,058,911	\$4,335,288
2027 Brushing	RMRA	\$1,493,347	
2027 Shoulders	RMRA	\$387,497	
2027 Gen. Maint.	RMRA	\$1,395,533	
TOTAL	TOTAL		\$18,363,508
SUPERVISORIAL DISTRICT: ALL			

ANNUAL TRAFFIC STRIPING PROGRAM

PROJECT LOCATION: Various locations throughout Nevada County. Roads are typically broken up into two phases. Phase 1 typically includes higher elevation roads and roads in eastern Nevada County, while Phase 2 includes all other western Nevada County roads.

PROJECT DESCRIPTION: Centerline and edge line striping on various sections of County maintained roads per striping program schedule.

PROJECT JUSTIFICATION: To maintain the County roadways, the Department repaints the centerline and edge line stripes on an annual basis.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2023	RSTP/HUTA	\$340,000
2024	Gen Fund MOE	\$350,000
2025	RSTP	\$360,000
2026	RSTP	\$370,000
2027	RSTP	\$380,000
	TOTAL	\$ 1,800,000

SUPERVISORIAL DISTRICT: All

RECOMMENDATION: Fund annually

COMBIE ROAD MULTI-PURPOSE TRAIL PROJECT



PROJECT LOCATION: Adjacent to Combie Road

PROJECT DESCRIPTION: The County of Nevada is proposing to place a multi-purpose trail adjacent to Combie Road between W. Hacienda Drive and Higgins Road.

PROJECT JUSTIFICATION: The project provides a safe non-vehicular access from the existing pedestrian facility at the Combie/West Hacienda intersection to the Higgins area developments.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2025	TBD	\$1,032,000
	TOT	\$368,000
	TOTAL	\$1,400,000

SUPERVISORIAL DISTRICT: 2

RECOMMENDATION: Design in 2024, Construction in 2025

2023-2025 BRUSH CLEARING SAFETY GRANT (FEMA)

PROJECT LOCATION: Various locations.

PROJECT DESCRIPTION: The County of Nevada has applied for a grant with FEMA which has identified 264 miles of roadway that will undergo vegetation management that will help slow the spread of wildfires, while enabling a quick, effective fire suppression response through ingress of firefighting equipment while allowing travelers egress on the same roadways.

PROJECT JUSTIFICATION: The objective is to help reduce vegetation along the roadside of various County roads.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2023	FEMA	\$400,000
2024	FEMA	\$950,000
2025	FEMA	\$550,000
2026	FEMA	\$550,000
	TOTAL	\$2,450,000

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

RECOMMENDATION: Complete project by fall 2026.

2023 THERMOPLASTIC AND MMA STRIPING PROJECT

PROJECT LOCATION: Various locations throughout Nevada County.

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2023	Federal (HSIP)	\$949,481
	State Exchange	\$51
	General Fund (MOE)	\$3,000
	TOTAL	\$952,532

SUPERVISORIAL DISTRICT: All

RECOMMENDATION: Fund annually

HIRSCHDALE ROAD AT TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT



PROJECT LOCATION: Hirschdale Road east of Glenshire Drive.

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024	Federal (HBP)	\$6,136,067
	MISC. (1114)	\$30,000
	General Fund MOE	\$49,860
	HUTA	\$51,000
	State Exchange	\$4,851
	TOTAL	\$6,271,778

SUPERVISORIAL DISTRICT: V

RECOMMENDATION: Project Scheduled for Construction in Spring 2024 - Fall 2024

**HIRSCHDALE ROAD AT UPRR HINTON OVERHEAD
BRIDGE REPAIR PROJECT**



PROJECT LOCATION: Hirschdale Road west of Hinton Road.

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024	Federal (HBP)	\$1,869,519
	General Fund MOE	\$36,158
	HUTA	\$15,491
	State Exchange	\$4,838
	TOTAL	\$1,926,006

SUPERVISORIAL DISTRICT: V

RECOMMENDATION: Project Scheduled for Construction in Spring 2024 - Fall 2024.

N. BLOOMFIELD RD AT S. YUBA RIVER BRIDGE PROJECT



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

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
TBD	Federal (HBP)	\$5,379,994
	State Exchange	\$1,311
	HUTA	\$1,368
	General Fund MOE	\$52,373
	TOTAL	\$5,435,046

SUPERVISORIAL DISTRICT: I, IV and V

RECOMMENDATION: Project Scheduled for Construction TBD

DOG BAR ROAD AT BEAR RIVER BRIDGE REPLACEMENT PROJECT



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

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024	Federal (HBP)	\$5,738,554
	State Exchange	\$1,585
	HUTA	\$98,686
	General Fund MOE	\$60,220
	TOTAL	\$5,899,045

SUPERVISORIAL DISTRICT: II

RECOMMENDATION: Project scheduled for construction 2024.

RELIEF HILL RD AT HUMBUG CREEK BRIDGE REPLACEMENT PROJECT



PROJECT LOCATION: Relief Hill Road at Humbug Creek

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2027	Federal (HBP)	\$1,411,850
	State Exchange	\$2,447
	HUTA	\$214,150
	General Fund MOE	\$35,914
	TOTAL	\$1,664,361

SUPERVISORIAL DISTRICT: I

RECOMMENDATION: Project Scheduled for Construction in 2027.

ROCK CREEK ROAD AT ROCK CREEK BRIDGE REPLACEMENT PROJECT



PROJECT LOCATION: Rock Creek Road at Rock Creek

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2027	Federal (HBP)	\$2,489,650
	HUTA	\$399,350
	State Exchange	\$2
	General Fund MOE	\$40,667
	TOTAL	\$2,929,669

SUPERVISORIAL DISTRICT: I

RECOMMENDATION: Project Scheduled for Construction in 2027.

Ridge Rd. and Rough & Ready Hwy Intersection Improvement Project



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

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2026	CMAQ	\$1,269,027
	State Exchange	\$526
	General Fund MOE	\$1,894
	Development Fees	\$1,320,561
	TBD	\$1,383,009
	TOTAL	\$3,975,018

SUPERVISORIAL DISTRICT: III

RECOMMENDATION: Project Scheduled for Construction in 2026.

BITNEY SPRINGS ROAD BRIDGE REMOVAL



PROJECT LOCATION: Bitney Spring Road at Deer Creek

PROJECT DESCRIPTION: The County of Nevada is proposing to remove an existing, closed bridge. This bridge was removed from service in 1981 with the construction of a new bridge just upstream. The old bridge is in a state of disrepair and needs to be removed.

PROJECT JUSTIFICATION: The project removes an outdated closed bridge. The bridge is not capable of supporting vehicles and is closed to pedestrian traffic .

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2023	General Fund MOE	\$200,000
	TOTAL	\$200,000

SUPERVISORIAL DISTRICT: IV

RECOMMENDATION: Project Scheduled for Construction in 2023.

LOCAL TRAFFIC MITIGATION FEE PROGRAM PROJECT

PROJECT LOCATION: Various locations.

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

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

This fiscal year, the Nevada County Transportation Commission (NCTC) is working on a regional traffic model update. Nevada County is updating the Local Traffic Mitigation Fee (LTMF) program, based upon the new traffic model.

PROJECT JUSTIFICATION: The Mitigation Fee Act, also known as California Assembly Bill 1600 (AB 1600) or Government Code Section 66,000 et seq., governs imposing development impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including counties, follow basic principles when instituting impact fees as condition of new development.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Current FY Cost
TBD	LTMF	\$200,000
	TOTAL	\$200,000

SUPERVISORIAL DISTRICT: All

RECOMMENDATION: Project scheduled for implementation in TBD.

BRIDGE MAINTENANCE AND REPAIR PROJECT

PROJECT LOCATION: Various bridges location throughout Nevada County

PROJECT DESCRIPTION: The project will identify, prioritize, and make minor repairs on various bridges throughout Nevada County as identified in the Caltrans bridge reports. Work will include minor concrete repair, railing repair, and deck repairs.

PROJECT JUSTIFICATION: The County receives bridge inspection reports from Caltrans identifying maintenance and repairs recommendations. Maintenance is required on these structures to protect the health and safety of the public and the integrity of the County's infrastructure.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2023	HIP Funds	\$57,000
	HUTA	\$143,000
	TOTAL	\$200,000

SUPERVISORIAL DISTRICT: TBD

NORTH SAN JUAN FIRE SUPPRESSION SYSTEM PROJECT

PROJECT LOCATION: North San Juan commercial core

PROJECT DESCRIPTION: The project includes design and construction of a fire suppression water storage tank. The overall project will include a water tank, water supply lines, and fire hydrants. The community will need to approve an assessment to fund long-term maintenance of the infrastructure prior to the project being constructed.

PROJECT JUSTIFICATION: Additional fire protection is needed in the North San Juan area.

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024-2025	TBD	\$850,000
	Federal Earmarks	\$1,050,000
	TOT	\$350,000
	TOTAL	\$2,250,000

SUPERVISORIAL DISTRICT: IV

RECOMMENATION: Project scheduled for construction in 2024

DONNER PASS ROAD AT CASTLE CREEK BRIDGE REPLACEMENT



PROJECT LOCATION: Donner Pass Road at Castle Creek

PROJECT DESCRIPTION: The County of Nevada is proposing to replace the existing two-lane concrete deck bridge (Bridge No. 17C-0051) over Castle Creek. The existing bridge was built in 1920 and is located on Donner Pass Road east of Soda Springs Road.

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2026	Federal (HBP)	\$1,432,000
	General Fund MOE	\$358,000
	TOTAL	\$1,790,000

SUPERVISORIAL DISTRICT: V

RECOMMENDATION: Project scheduled for Construction in 2026

TRANSIT SERVICES BUS WASH IMPROVEMENT PROJECT



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

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024	Prop 1B PTMISEA	\$500,000
	TBD	\$3,185,215
	TOTAL	\$3,685,215

SUPERVISORIAL DISTRICT: ALL

RECOMMENDATION: Project is scheduled for construction in fall 2024.

DEPOT SLOW CHARGER AND ON-ROUTE FAST CHARGER PROJECT



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

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

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

PROJECT COST ESTIMATE

Construction Year	Funding Source	Cost
2024	Federal EPA Targeted Airshed Grant Program	\$831,500
	TOTAL	\$831,500

SUPERVISORIAL DISTRICT: All

RECOMMENDATION: Project Scheduled for Construction in 2024

MCCOURTNEY ROAD TRANSFER STATION IMPROVEMENT PROJECT

PROJECT LOCATION: McCourtney Road at Wolf Mountain Road.

PROJECT DESCRIPTION: The project will construct improvements at the McCourtney Road Transfer Station (MRTS).

On September 24, 2019, per Resolution 19-528, the Board of Supervisors approved an agreement with HDR Engineering, Inc. for the development of Project Plans, Specifications and Cost Estimates. Nevada County Engineering staff will provide project support to the Solid Waste Division as needed, primarily focusing on engineering and design review, constructability, and assistance in the preparation of project plans, specifications, and cost estimates. Construction is currently scheduled to begin in the spring of 2022.

PROJECT JUSTIFICATION: The County has identified the need to improve efficiency of current operations at the MRTS and plan for projected growth in operations over the next 25 years. Some of the current issues or conditions at the existing facility are:

- During peak times traffic backups can occur throughout the site, including at the main entry, scales, the Municipal Solid Waste (MSW) drop off area, and the recycling drop off area.
- The MSW building is not an enclosed structure and therefore creates issues onsite (litter/dust) and with the neighbors of the facility (noise). The County is interested in reducing neighborhood impacts as well as developing a more aesthetically pleasing facility.
- Currently the facility is operationally inefficient and needs upgrades to existing equipment and structures to improve functionality, including traffic flow. In addition, improvements to the MSW building are desired in order to increase capacity and create a better loading and compaction area for the long haul trucks and the ability of self-haul customers to more safely and efficiently drop off their refuse.
- The facility will also be designed to meet new organic waste diversion requirements as mandated by AB 1826 and SB 1383.
- Geotechnical issues exist and may constrain the location of new buildings.

PROJECT COST ESTIMATE – PRELIMINARY ENGINEERING

Construction Year	Funding source	Cost
2023-2024	Solid Waste	\$28,732,814
	TOTAL	\$28,732,814

SUPERVISORIAL DISTRICT: IV

RECOMMENDATION: Project construction will begin in 2023

RULE 20 UTILITY UNDERGROUNDING PROJECT

PROJECT LOCATION: To be determined

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

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

PROJECT COST ESTIMATE

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

SUPERVISORIAL DISTRICT: TBD

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



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 500.5

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Congestion Mitigation Air Quality Funding Adjustments, Resolution 23-18

DATE: July 19, 2023

RECOMMENDATION: Adopt Resolution 23-18 approving two actions: 1) Approval of Nevada County's request to reprogram \$1,004,746 of previously approved Congestion Mitigation Air Quality Funding (CMAQ) from the construction phase of the Rough and Ready Highway/Ridge Road/Adam Avenue Intersection Improvement Project to the construction phase of the Combie Road Multi-Purpose Trail Project; and 2) Approval of the short-term loan agreement with the Sacramento Area Council of Governments (SACOG) to loan NCTC's FFY 2022/23 unobligated CMAQ apportionments in the amount of \$2,249,254 with repayment in FFY 2023/24.

BACKGROUND:

NCTC is responsible for overseeing Federal CMAQ funds distributed to the County to assist in the attainment of the national ambient air quality standards for ozone, carbon monoxide, and particulate matter. Western Nevada County was designated non-attainment for the federal ozone standard in June 2004 and began receiving an annual formula apportionment of CMAQ funds, based on population and air quality severity.

Nevada County CMAQ Reprogramming Request

In 2018, NCTC awarded \$1,004,746 of CMAQ funding to the County of Nevada for the construction phase of the Rough and Ready Highway/Ridge Road/Adam Avenue Intersection Improvements project. The project has progressed through the design phase, but the construction phase of the project has been delayed due to the current construction cost estimates being higher than originally estimated. Nevada County is currently exploring options to obtain additional funding from other sources. Due to the uncertain schedule for securing additional funding, Nevada County has requested NCTC to reprogram the previously approved \$1,004,746 of CMAQ funds to the construction phase of the Combie Road Multi-Purpose Trail Project. With the requested reprogramming, this project will be able to advance to construction in FFY 2023/24. The project will construct an eight-foot-wide multi-use path along the northeast side of Combie Road from its intersection with Higgins Road to W. Hacienda Drive. The project meets the eligibility criteria for use of CMAQ funding.

FFY 2022/23 CMAQ Loan with SACOG

NCTC, in coordination with its partner jurisdictions determined that there are no approved CMAQ projects that are ready to be obligated prior to the close of the current Federal Fiscal Year, which ends September 30, 2023. Annually, NCTC receives a federal apportionment of CMAQ funding of approximately \$1,000,000 and is only allowed to program projects up to the amount of the current year apportionment. However, when loaned CMAQ funds are repaid to the agency, in an agreed upon Federal Fiscal Year, the loan repayment is treated as “current year apportionment” and increases the agency’s capacity to program projects equal to the amount of the annual apportionment amount, plus the loan repayment.

NCTC and SACOG have mutually agreed to execute a CMAQ loan in the amount of \$2,249,254, which includes \$88,149 of NCTC’s prior year CMAQ unobligated apportionment balance, plus \$2,161,105 of FFY 2022/23 unobligated CMAQ apportionment balance. SACOG will in turn repay the loan to NCTC with up to \$2,249,254 in FFY 2023/24 CMAQ apportionments.

This exchange benefits NCTC by accommodating project delays and expands programming capacity for projects in the Federal Fiscal Year the repayment occurs. The exchange benefits SACOG by providing additional CMAQ funding in the current Federal Fiscal Year allowing them the ability to deliver additional CMAQ projects. The loan agreement is consistent with the procedures outlined in the Caltrans’ Obligation Authority Management Policy and the CMAQ loan is supported by Caltrans.

**RESOLUTION 23-18
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**CONGESTION MITIGATION AIR QUALITY IMPROVEMENT PROGRAM
ADJUSTMENTS AND LOAN WITH THE SACRAMENTO AREA COUNCIL OF
GOVERNMENTS FOR FFY 2022/23 UNOBLIGATED FUNDS**

WHEREAS, in August of 2018, the Nevada County Transportation Commission (NCTC) conducted a Call for Projects for Federal Fiscal Year (FFY) 2018/19 and 2019/20 Congestion Mitigation and Air Quality (CMAQ) Improvement Program funds; and

WHEREAS, NCTC subsequently approved \$1,004,746 CMAQ funding for the construction phase of the County of Nevada's Rough and Ready Highway/Ridge Road/Adam Avenue Intersection Improvements project; and

WHEREAS, the County of Nevada has requested to reprogram the CMAQ funding previously approved for the construction phase of the Rough and Ready Highway/Ridge Road/Adam Avenue Intersection Improvements project to the Combie Road Multi-Purpose Trail Project; and

WHEREAS, NCTC staff finds that the Combie Road Corridor Improvement Project meets the eligibility criteria for use of CMAQ funds and staff supports the reprogramming request; and

WHEREAS, NCTC in coordination with its partner jurisdictions determined that there are no approved CMAQ Improvement Program projects that are ready to be obligated prior to the close of FFY 2022/23, which ends September 30, 2023; and

WHEREAS, NCTC staff proposes to loan the unobligated CMAQ apportionment balance in FFY 2022/23 in the amount of \$2,249,254 in CMAQ apportionments, which includes \$88,149 of NCTC's prior year CMAQ unobligated apportionment balance, plus \$2,161,105 of FFY 2022/23 unobligated CMAQ apportionment balance to the Sacramento Area Council of Governments (SACOG) with an equal amount to be returned by SACOG to NCTC in FFY 2023/24; and

WHEREAS, the CMAQ loan benefits NCTC by accommodating project delays and expands programming capacity for projects in the FFY that the repayment occurs; and

WHEREAS, the loan agreement is consistent with the procedures outlined in the Caltrans' Obligation Authority Management Policy and is supported by Caltrans.

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission hereby approves the County of Nevada's request to reprogram \$1,004,746 of previously approved CMAQ funding from the construction phase of the Rough and Ready Highway/Ridge Road/Adam Avenue Intersection Improvement Project to the construction phase of the Combie Road Multi-Purpose Trail Project; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Nevada County Transportation Commission approves the loan of \$2,249,254 of NCTC's unobligated FFY 2022/23 CMAQ funding with SACOG with an equal amount to be returned by SACOG to NCTC in FFY 2023/24.

PASSED AND ADOPTED by Nevada County Transportation Commission on July 19, 2023 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

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



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1400.3

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Professional Services Agreement for Fiscal and Compliance Audits, Resolution 23-19

DATE: July 19, 2023

RECOMMENDATION: Adopt Resolution 23-19 authorizing the Chair to execute an agreement with Richardson & Company LLP to conduct Fiscal and Compliance Audits for Fiscal Years 2022/23, 2023/24, 2024/25, with optional years of FY 2025/26 and FY 2026/27.

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 April 24, 2023, NCTC staff distributed a Request for Proposal to prepare fiscal and compliance audits to four CPA firms and received one proposal from Richardson & Company LLP. Selection Committee members from NCTC staff determined that the proposal was responsive to the Request for Proposals.

Richardson & Company LLP 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: \$57,500 for FY 2022/23, \$58,190 for FY 2023/24, and \$60,050 for FY 2024/25, with \$61,760 for optional FY 2025/26, and \$63,610 for optional FY 2026/27. 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 Richardson & Company LLP.

attachments

**RESOLUTION 23-19
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
PROFESSIONAL SERVICES AGREEMENT WITH RICHARDSON & COMPANY LLP
TO PREPARE FISCAL AND COMPLIANCE AUDITS FOR NCTC AND ITS CLAIMANTS
FOR FISCAL YEARS 2022/23, 2023/24, 2024/25

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 Richardson & Company LLP as the preferred firm to conduct the fiscal and compliance audits for NCTC and its claimants, with a cost proposal of \$57,500 for FY 2022/23, \$58,190 for FY 2023/24, and \$60,050 for FY 2024/25, with \$61,760 for optional FY 2025/26, and \$63,610 for optional FY 2026/27; 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 Richardson & Company LLP to conduct the Fiscal and Compliance Audits of NCTC and its claimants for FY 2022/23, FY 2023/24, and FY 2024/25, with optional additional FY 2025/26 and FY 2026/27.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 19, 2023 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
RICHARDSON & COMPANY LLP
TO PREPARE FISCAL AND COMPLIANCE AUDITS
FOR FISCAL YEARS 2022/23, 2023/24, 2024/25

This Agreement by and between the Nevada County Transportation Commission (hereinafter referred to as “NCTC”), and Richardson & Company LLP, (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 and related accounts and records at the County of Nevada, Grass Valley, Nevada City, and the Town of Truckee. 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 Nevada County Transit Services 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.
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, the final 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. Also, Consultant will have access to and will be permitted to use figures, tabulations, statistical schedules, and other data previously assembled or prepared by the respective staffs or departments of the Cities of Grass Valley, Nevada City, or the Town of Truckee for their 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, or the staffs or departments of the Cities of Grass Valley, Nevada City, or the Town of Truckee. Neither the County Auditor or the County Treasurer, nor any member of their respective staffs, nor the respective staffs of the Cities of Grass Valley, Nevada City, or the Town of Truckee 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, nor the personnel of the Cities of Grass Valley, Nevada City, or the Town of Truckee 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 project

representative for NCTC shall be **Aaron Hoyt**. The project representative for Consultant shall be **Ingrid Sheipline**. Consultant's project representative may only be changed upon prior written approval by NCTC.

8. Subcontracting:

- a. Nothing contained in this Agreement or otherwise shall create any contractual relation between NCTC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant shall supervise all of its personnel and be responsible for the work of all subcontractors selected for this project. Consultant's obligation to pay its subconsultant(s) is an independent obligation from NCTC's obligation to make payments to the Consultant.
- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by NCTC's Project Representative, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by NCTC.
- d. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by NCTC's Contract Administrator prior to the start of work by the subconsultant(s).

9. Time of Performance:

- a. This Agreement shall go into effect on **July 19, 2023**, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC'S Contract Administrator or Audit Administrator. The contract shall end on **April 30, 2026**, unless extended by written contract amendment, pursuant to NCTC's Administrative Operating Procedures.
- b. Consultant is advised that any recommendation for contract award is not binding on NCTC until the contract is fully executed and approved by NCTC.
- c. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

- 10. Compensation:** NCTC shall pay Consultant as compensation in full for all services performed by Consultant pursuant to this Agreement, sums not to exceed the following amounts: Audits of Year Ending June 30, 2023, _____ **\$57,500;**
Audits of Year Ending June 30, 2024, _____ **\$58,190;**
Audits of Year Ending June 30, 2025, _____ **\$60,050;**

Audits for Optional Year Ending June 30, 2026, _____ **\$61,760;**
and Audits for Optional Year Ending June 30, 2027, _____ **\$63,610.**

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 and documented in **Exhibit B, attached.**
- (1) In addition, Consultant will be reimbursed for incurred (actual) direct costs other than labor costs that identified in **Exhibit B.**
 - (2) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in **Exhibit B.**
 - (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 hours by job classification for each entity's audit, per the Professional Fees and Hours section of Exhibit B. 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 show 10% retention withheld and total contract costs to date. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the contract number **WE120071923** 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. Further, a completed Vendor Data Record and Direct Deposit Authorization are needed before the first payment can be made.
 - (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 hours by classification for each entity's audit, per the Professional Fees and Hours section of **Exhibit B** 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.
- 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 the sum that was due to the Consultant under this Agreement prior to termination, unless the cost of completion to NCTC exceeds the funds remaining in the Agreement, in which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
 - b. The maximum amount for which NCTC shall be liable if this Agreement is terminated is **\$175,740**. 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** 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.
 - d. 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 Chair, 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 Richardson & Company LLP has been executed by the parties hereto the day and year shown below.

NEVADA COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____
Chair
Nevada County Transportation Commission

Nevada County Transportation Commission Counsel, Approved as to Form

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

CONSULTANT

By: _____ Date: _____

PLEASE RETURN THE FOLLOWING SIGNED FORMS WITH AGREEMENT:

- Exhibit A: NCTC RFP
- Exhibit B: Consultant's Proposal
- Exhibit C: Levine Act Disclosure Statement
- 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 2022/23, 2023/24, 2024/25

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, 2023, June 30, 2024, and June 30, 2025, with an option of two one-year extensions for fiscal years ending June 30, 2026 and June 30, 2027. These audits must be completed and submitted to NCTC and the State of California Controller's Office as required by applicable law.

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.

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, Town of Truckee).
 7. Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Fund 6318 (NCTC, Nevada County and Town of Truckee). The PTMISEA program is ending on June 30, 2023, so the audit for FY 2022/23 will be the last to include PTMISEA.
 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.
 13. FTA Section 5311, LCTOP, and other Federal or State transit/transportation funds that are required to be administered or monitored by NCTC.
- 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.
9. "Local Participation" funds paid from NCTC Account 6327, received and expended by local agencies will be identified by expenditure purpose.
10. Audit firm will prepare and submit NCTC's Financial Transactions Report to the California State Controller in accordance with Government Code Section 53891.

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.”

NCTC utilizes Quick Books as its financial accounting system. 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 (PTMISEA) 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:** Provide a summary of the qualifications and experience of each principal and staff member proposed to work on the project. Include an 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.
- 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 **4:00 p.m. Thursday, May 18, 2023**. 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 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 **Dan Landon, Executive Advisor**, dlandon@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 to **Dan Landon, Executive Advisor**, dlandon@nccn.net by **4:00 p.m. Thursday May 4, 2023**. 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 **Tuesday, May 9, 2023** 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	Monday, April 24, 2023
Questions re: RFP	Thursday May 4, 2023
Response to Questions	Tuesday May 9, 2023
Proposals Due	Thursday, May 18, 2023
Selection Committee Review of Proposals	M-F, May 22-26, 2023
Interviews if Needed	Wednesday, May 31, 2023
Consultant Selection	Friday, June 2, 2023
Scope of Work Finalized/Contract Execution	Wednesday, July 19, 2023
Consultant Work to Begin	TBD
Draft Audits for Circulation and Comment	Last Monday in November each year TBD
Present Final Audits to NCTC	3rd Wednesday in January each year TBD

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 20-minute presentation, followed by a 20-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 **June 2, 2023**, 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 and provides the best value to NCTC. 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 services performed under this Agreement on a monthly basis. Invoices will show hours performed by each member of the audit team. 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. 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.

B. 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

CONTACT PERSON

Dan Landon
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959
Phone: (530) 265-3202
Fax: (530) 265-3260
dlandon@nccn.net

PROPOSAL TO PROVIDE
FISCAL & COMPLIANCE AUDIT SERVICES
FOR



For Fiscal Years Ending June 30, 2023, 2024 and 2025
(With option to extend for 2026 and 2027)

CONTACT PERSONS:

Ingrid Sheipline, Managing Partner

isheipline@richardsoncpas.com

Brian Nash, Partner

bnash@richardsoncpas.com



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Sacramento, California 95825
Phone: (916) 564-8727
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May 18, 2023

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May 18, 2023

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

Thank you for the opportunity to present our proposal to serve the **Nevada County Transportation Commission** (the Commission). We are genuinely enthusiastic about the prospect of serving as your auditors because auditing governmental agencies, especially those in the transportation industry, has developed into one of our firm's major areas of expertise. If given the opportunity, you can be sure that we would serve the Commission with great care and pride.

OUR PROFILE AND COMMITMENT TO QUALITY

Richardson & Company, LLP, successor firm to Richardson & Company, is a regional CPA firm founded in 1991, located in Sacramento and organized as a partnership. We have a total staff of thirty, including twelve CPAs. The firm has ranged in size from twenty-five to thirty personnel over the past five years. We are among the top 15 largest firms operating in the Sacramento area. We are also a certified Disadvantaged Business Enterprise and Woman-owned Business Enterprise with Caltrans and a certified Micro Small Business with the Department of General Services. We provide audit, accounting and tax services to numerous entities, including six transportation planning agencies and their funding recipients, the largest water district in the world located in Los Angeles and a number of financial institutions located in California, including two in the San Francisco - Oakland area and one in southern California. We provide audit services to numerous governmental entities (regional transportation planning agencies, Transportation Development Act funding recipients, joint powers authorities, cities, and water, fire and other special districts), real estate partnerships, nonprofit organizations, a magazine circulation audit and others. We perform Single Audit Act and other compliance audits for both nonprofits and governmental entities.

We are a member of the Center for Audit Quality of the American Institute of Certified Public Accountants (AICPA) and registered with the Public Company Accounting Oversight Board (PCAOB) created by the Sarbanes-Oxley Act. All firms that join the Center for Audit Quality and register with the PCAOB agree to adhere to published quality control standards and submit to peer reviews and inspections of their practice every three years. We have passed all ten of our peer reviews and three PCAOB inspections of our practice. Our peer reviews cover the entire period our firm has been in existence. The PCAOB has inspected our firm every three years since the first inspection performed after our initial registration.

YOU WILL BE SERVED BY PROVEN PROFESSIONALS WHO UNDERSTAND YOUR UNIQUE REQUIREMENTS

In any service organization, it is the people who make the difference. Our team members know and understand the challenges and opportunities confronting governmental entities, especially regional transportation planning agencies and those receiving Transportation Development Act (TDA) monies, due to our experience providing audit services to the Sacramento Area Council of Governments (SACOG) and other transportation planning agencies and the other governmental entities mentioned in this proposal. We understand that the Commission's responsibilities include establishing rules and regulations to provide for administering transportation planning and allocating the Local Transportation Fund and State Transit Assistance Fund in accordance with the applicable sections of the Government Code, Public Utilities Code and Administrative Code included within the TDA. Serving this industry with its unique reporting requirements has developed into one of our firm's areas of specialized expertise. Our firm has over thirty years of experience in this industry and working with TDA compliance auditing.

In addition to SACOG, we have served as auditors for the El Dorado County Transportation Commission (EDCTC), Placer County Transportation Planning Agency (PCTPA), Lassen County Transportation Commission (LCTC), Calaveras Council of Governments (CCOG), Butte County Association of Governments (BCAG), Amador County Transportation Commission (ACTC), San Joaquin Council of Governments (SJCOG), Sacramento Transportation Authority and a number of transit operators, including Sacramento Regional Transit District, Yolo County Transportation District, El Dorado County Transit Authority, Yuba-Sutter Transit Authority, Marin Transit, Unitrans, Butte Regional Transit, Amador Transit, Placer County Transit, Calaveras Transit and Marin County Transit District. We have also conducted audits on behalf of SACOG, PCTPA, ACTC, EDCTC, CCOG, BCAG and SJCOG of the municipalities in Sacramento, Yolo, Yuba, Sutter, Placer, Amador, El Dorado, Calaveras, Butte and San Joaquin Counties that receive TDA revenue (claimants) as well as the Local Transportation Fund, State Transit Assistance Fund and State of Good Repair Fund for each of those counties. These audits include financial audits of the funds used by the municipalities to account for the TDA money and the trust funds at the counties as well as an audit of compliance with the TDA. The claimants that we audit consist of both transit and non-transit entities. As a result of performing these audits, we have demonstrated our ability to perform financial audits of transportation planning agencies and developed an excellent working knowledge of the Transportation Development Act needed to provide the financial and compliance audit services the Commission requires.

The transportation agency audits we have performed include compliance auditing under OMB A-133 (now Uniform Guidance) related to federal transportation-related grants, as well as compliance requirements related to various state grants, including Public Security Grant Program and Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA), Transportation Enhancement Activities Exchange Funds, Regional Surface Transportation Program Exchange Funds, Congestion Mitigation and Air Quality Improvement (CMAQ) Funds, Low Carbon Transit Operations Program (LCTOP), State of Good Repair (SGR) and Bikeway Funds. We have performed compliance auditing of a transit service provider contracted by the County of Sacramento to verify internal controls were in place and the contractor was in compliance with the agreement they have with the County. We have also assisted numerous governmental agencies in the preparation of an award-winning Annual Comprehensive Financial Report, and reports to the State Controller.



In addition to demonstrating that we have the technical expertise needed to serve the Commission, we have also demonstrated that we have the engagement management skills and staffing resources sufficient to ensure that the Commission's reporting deadlines are met. We will plan, schedule and conduct our audits of the Commission and the claimants and funds in an efficient and effective manner in order to meet your reporting deadlines. We have established a reputation with TPAs and their funding recipients for quality service, timeliness and professionalism.

Ingrid Shepline, Brian Nash and others on our staff have extensive knowledge of TPA's reporting process and provide TPAs with invaluable assistance with the preparation of their financial statements and compliance with TDA requirements. The knowledge and experience we have gained by working with TPAs will be a valuable resource to the Commission. Further, Ingrid, Brian and their staff's extensive knowledge of TPAs operations and controls and their claimants and funds allows our firm to focus our attention on the more difficult, high risk audit areas. We will not waste time and resources auditing areas that have no material risk.

PROFESSIONAL FEES

Our goal is to provide quality service using the highest professional standards at a reasonable cost. The claimants of SACOG and the other TPAs we have audited have consistently provided positive feedback about the quality and thoroughness of our audits. We believe our fees are reasonable for the number of hours we expect to expend and when consideration is given to the fact that the staff who will actually perform the work have extensive experience conducting audits in conformity with the Transportation Development Act, California Code of Regulations and other state funding guidelines.

* * * * *

Once again, we would like to thank you for the opportunity to present our proposal to serve as independent auditors. We have established a reputation with our clients for quality service, timeliness and professionalism. Accordingly, we have included some of these entities as references in this proposal and we encourage you to contact them. For these reasons and many others as outlined in this proposal, we are genuinely enthusiastic over the prospect of serving you.

Our proposal has been signed by an individual with authority to negotiate on behalf of and to contractually bind our firm. If you have questions or need additional information during the period of proposal evaluation, please contact Brian Nash or me, by telephone (916) 564-8727, fax (916) 564-8728, correspondence addressed to 550 Howe Avenue, Suite 210, Sacramento, California 95825 or email sent to ishepline or bnash@richardsoncpas.com. We acknowledge that we have reviewed and accepted NCTC's Standard Agreement.

Very truly yours,

RICHARDSON & COMPANY, LLP



Ingrid M. Shepline, CPA
Managing Partner

OUR PROFILE AND EXPERIENCE WITH SIMILAR PROJECTS

Firm Profile: Richardson & Company, LLP (successor firm to Richardson & Company) is a regional CPA firm established in 1991 and located in Sacramento, and is organized as a partnership. We have a staff of thirty, including twelve CPAs. We are one of the top 15 largest CPA firms operating in the Sacramento area. There have not been any significant variations in the size of our practice for the past five years. Our staff size has steadily increased by five over the past five years. All of our professional staff have governmental auditing experience, and specifically, transportation-related experience. Richardson & Company, LLP is a certified Micro-Small Business Enterprise by the California Department of General Services and a certified Disadvantage Business Enterprise and Woman-owned Business Enterprise by CalTrans. Our firm is a member of the Government Audit Quality Center of the AICPA. Due to our extensive experience in the transportation industry, we believe we are qualified to perform the services NCTC is requesting.

We provide audit services to numerous governmental entities, including regional transportation planning agencies, Transportation Development Act funding recipients, joint powers authorities, cities, water and fire districts and agencies, other special districts. We also provide audit services to nonprofit organizations, financial institutions, holding companies, Securities and Exchange Commission (SEC) registrants, real estate partnerships, a magazine circulation audit and several others. We provide tax services to our audit clients requiring those services. Our firm is dedicated to providing our clients with quality audit, tax, accounting and business advisory services at a reasonable cost consistent with the highest professional standards.

Our firm is a member of the Center for Audit Quality of the American Institute of Certified Public Accountants (AICPA) and participates in the AICPA National Peer Review Program. We were among the first firms to register with the Public Company Accounting Oversight Board (PCAOB) created by the Sarbanes-Oxley Act to inspect firms that audit SEC registrants. All firms that join the Center for Audit Quality agree to adhere to published quality control standards and submit to peer reviews and inspections of their practice every three years. We have passed all ten of our peer reviews and all three of our PCAOB inspections. Our peer reviews cover the entire period our firm has been in existence. The PCAOB has inspected our firm every three years since the first inspection performed after our initial registration. Our last peer review is included on page 25.

The quality control policies for our auditing practice are described in detail in our firm's Quality Control Document. All employees and members of our firm are provided with a copy of our Quality Control Document and are responsible for understanding, implementing and adhering to these policies and procedures. Our policies and procedures cover each of the following six elements of quality control: 1) Leadership, 2) Relevant Ethical Requirements, 3) Acceptance and Continuance of Clients and Engagements, 4) Human Resources, 5) Engagement Performance and 6) Monitoring. The adequacy of our quality control system and our compliance with that system is independently evaluated every three years through a peer review and PCAOB inspection.

In addition to obtaining excellent peer review and inspection results, Richardson & Company, LLP is committed to providing quality service and demonstrates this commitment in many ways, including:

- Conducting engagements in accordance with clients whose concern for reputation and integrity is similar to our own.

- Promoting the growth of our firm primarily by referrals from existing clients satisfied with the quality of our services.
- Auditing annually for more than 30 years, including twelve years while key personnel in our practice were with Ernst & Young, over \$600 million of annual charges submitted to a large southern California water agency by the California Department of Water Resources for the costs of delivering water to the agency from the State Water Project. The agency is a consortium of twenty-six cities and water districts serving nearly nineteen million people in the Los Angeles and San Diego areas. It is the largest water district in the world. This large, complex audit of the multi-billion dollar State Water Project managed by the California Department of Water Resources is on a scale and nature as to rarely be performed by other than “Big Four” firms.
- Being selected several times to conduct special audits on behalf of several water and fire districts, including situations where it was alleged that expense reimbursements had been paid in excess of amounts authorized by policy or law. Our investigations proved the allegations were true and discovered several other problems. Our audit results were made public by the districts involved and extensively reported in the local and statewide news media. The FBI, IRS and the Sacramento District Attorney subpoenaed our workpapers to assist them with their investigations. We have testified in federal court and given depositions related to this work. This special audit work proves that our firm has the resources and expertise to successfully complete difficult, unusual auditing projects in a timely manner.
- Engaging a partner and Director of Audit and Banking Practices for a large midwestern firm to serve as the concurring reviewer for our SEC registrant bank as well as providing consultation with respect to audit and accounting issues for other clients. He has extensive experience auditing banks and public companies as result of more than twenty years with Ernst & Young, KPMG and his current firm.
- Engaging a nationally recognized accounting consultant who has authored several accounting and reporting manuals, including those dealing with SEC matters, as technical support for our firm in addition to the support customarily available through the American Institute and California Society of CPAs
- Assisting numerous governmental entities with receiving the Certificate of Excellence in Financial Reporting awarded by the Government Finance Officers Association, including several that received the award on the first attempt
- Preparing audited financial statements and other information for inclusion in several public offerings documents reviewed by the SEC and other CPA firms, including Big Four firms, with minimal insignificant changes
- Preparing audited financial statements reviewed by the State Board of Accountancy without change
- Organizing, staffing and managing engagements to provide for appropriate levels of technical competence, experience, supervision and review.
- Undertaking quality control reviews of selected engagements to assure compliance with professional standards.
- Recognizing our obligation to the public as well as our clients.

Firm Experience: Since leaving the international CPA firm of Ernst & Young LLP (E&Y), Joe Richardson, the former owner of Richardson & Company and a former senior manager with E&Y for twelve years, Ingrid Shepline, a former manager with E&Y, and their team have built a

practice oriented toward providing services equal in caliber to those provided by firms operating on a national level. A number of our present and past clients are former national-firm clients. We have built a substantial practice in the governmental industry and specifically the transportation industry. We have performed Transportation Development Act audits in the Sacramento region for over thirty years. Our current and past clients include the following:

Transportation Development Act Entities

- Sacramento Area Council of Governments
- Placer County Transportation Planning Agency
- Sacramento Transportation Authority
- Butte County Association of Governments
- El Dorado County Transportation Commission
- Amador County Transportation Commission
- Lassen County Transportation Commission
- Calaveras Council of Governments
- San Joaquin Council of Governments
- Yolo County Transportation District
- Yuba-Sutter Transit Authority
- Transport System of the University of California at Davis
- Paratransit
- Marin County Transit District
- El Dorado County Transit Authority
- Amador Transit
- Butte Regional Transit
- Paratransit
- Lassen Transit Services Agency
- Calaveras Transit Agency
- El Dorado County Transit Authority
- Local Transportation Funds of the Counties of Sacramento, Sutter, Yolo and Yuba
- Sacramento County State Transit Assistance Fund
- Counties of Sacramento, Sutter, Yolo and Yuba Transportation Development Act Funds
- Cities of Folsom, Rancho Cordova, Citrus Heights, Elk Grove, Galt, Isleton, Sacramento, Davis, Live Oak, Yuba City, Marysville, Wheatland, West Sacramento, Winters and Woodland Transportation Development Act Funds
- El Dorado County and City of Placerville Transportation Development Act Funds
- El Dorado County Local Transportation and State Transit Assistance Funds
- City of Angels and County of Calaveras Transportation Development Act Funds
- County of Placer and Cities of Auburn, Colfax, Lincoln, Loomis, Rocklin and Roseville Transportation Development Act funds
- County of Butte and Cities of Oroville, Chico, Gridley, Biggs and Paradise Transportation Development Act funds
- Cities of Escalon, Lodi, Manteca, Lathrop, Ripon and Tracy and County of San Joaquin Transportation Development Act Funds
- San Joaquin County Local Transportation Fund and State Transit Assistance Fund
- San Joaquin Regional Transit District
- Cities of Manteca, Lathrop, Tracy, Lodi and Ripon Transit Systems

Cities

- | | |
|---------------------------|-------------------|
| • City of West Sacramento | • City of Rocklin |
| • City of American Canyon | • City of Dixon |

- City of Sonoma
- City of Chico
- City of Elk Grove
- City of Lincoln
- City of Sutter Creek
- City of Colfax
- City of Citrus Heights
- City of Ione
- Town of Fort Jones
- City of Marysville
- City of Folsom
- City of Biggs
- Town of Loomis
- City of Rancho Cordova
- City of Colusa
- Town of Paradise
- City of Isleton

Special Districts

- Nevada Irrigation District
- Nevada County Consolidated Fire District
- Sacramento Metropolitan Fire District
- Sacramento Public Library Authority
- Sacramento Regional Fire/EMS Communication District
- Mountain House Community Services District
- Cosumnes Community Services District
- El Dorado Hills Community Services District
- Fair Oaks Recreation and Park District
- Cortina Community Services District
- Rancho Murieta Community Services District
- Diablo Community Services District
- Ranch House Community Services District
- Volcano Community Services District
- Orleans Community Services District
- Dixon Public Library District
- Vacaville Public Library District
- Sacramento Metropolitan Cable Television Commission
- California Fire Rescue Training Authority
- Del Paso Manor Water District
- Amador Water Agency
- San Luis and Delta-Mendota Water District
- Westlands Water District
- California Exposition & State Fair
- Stanislaus Consolidated Fire Protection District
- El Dorado County Emergency Services Authority
- California Tahoe Emergency Services Operations Authority
- Yolo Emergency Communication Agency
- Sacramento Valley Basinwide Air Quality Control Council
- Glenn-Colusa Irrigation District
- Reclamation District 1000
- Reclamation District 2035
- Yuba County Water Agency
- Calaveras County Water District
- Byron Bethany Irrigation District
- Bethany Sanitary District
- Tuolumne Utilities District
- San Juan Water District
- South San Joaquin Irrigation District

- Tri-Dam Project and Power Authority
- American River Flood Control District
- Citrus Heights Water District
- Carmichael Water District
- Fair Oaks Water District
- Sacramento Suburban Water District
- Oakdale Irrigation District
- South Feather Water and Power Authority
- Regional Water Authority
- Sacramento Groundwater Authority
- Florin Resource Conservation District
- Merced Irrigation District
- South Yuba Water District
- State Water Project Contractors Authority
- Yolo-Solano Air Quality Management District
- Pacific Fruitridge Fire Protection Service
- Courtland Fire Protection District
- Wilton Fire Protection District
- Herald Fire Protection District
- El Dorado Hills Fire Department
- Rescue Fire Protection District
- El Dorado Irrigation District
- El Dorado County Local Agency Formation Commission
- Solano County Water Agency
- Yuba County Water Agency
- South Sutter Water District
- Sacramento Valley Basinwide Air Quality Control Council
- Yolo County Local Agency Formation Commission

Other Government Entities

- Association of California Healthcare Districts - The Alpha Fund (workers compensation risk pool for rural hospitals)
- Funds and accounts of the California Department of Water Resources on behalf of the Metropolitan Water District of Southern California, including special analyses and projects related to its contract with the State
- California State Assistance Fund for Enterprise, Business and Industrial Development
- Funds and accounts of the U.S. Bureau of Reclamation (USBR) on behalf of the Central Valley Project Water Association and various water districts including Santa Clara Valley Water District, East Bay Municipal Utility District, Contra Costa Water District, Sacramento Municipal Utility District and Placer County Water Agency

The services we provide to these and other clients prove that we have the ability to provide the services that the Commission requires. Examples of these services include the following:

- We have conducted audits on behalf of the El Dorado County Transportation Commission, Amador County Transportation Commission, Placer County Transportation Planning Agency, Sacramento Area Council of Governments, Calaveras Council of Governments, Butte County Association of Governments, LCTC, and the San Joaquin County Council of Governments of the municipalities in Sacramento, El Dorado, Calaveras, Placer, Amador, Butte, Lassen, San Joaquin, Yolo, Yuba and Sutter Counties that receive TDA revenue (claimants) as well as the Local Transportation Fund and State

Transit Assistance Fund for each of those counties. These audits include financial audits of the funds used by the municipalities to account for the TDA money and the trust funds at the counties as well as an audit of compliance with the TDA. The claimants that we audit consist of both transit and non-transit entities. As a result of performing these audits, we have the background and experience needed to provide these same services to the Commission. We have over thirty years of experience in performing TDA audits.

- We have performed financial and compliance auditing specific to the transportation industry, including auditing the recipients of PTMISEA, LCTOP, TEA, CMAQ and RSTP funding, as well as federal grants, including highway planning grants and various federal transit administration grants. As a result, we are familiar with the funding sources received by transportation agencies.
- We currently provide or have recently provided federal compliance auditing services to numerous entities, including the Cities of Elk Grove, Chico, West Sacramento, Citrus Heights, Folsom and Marysville, Butte County Association of Governments, Marin Transit, Amador Transit, Yolo County Transportation District, El Dorado County Transit Authority, Yuba-Sutter Transit Authority, the University Transport System of the University of California at Davis, Paratransit, El Dorado Transit Authority, Amador Transit, El Dorado Irrigation District and to several nonprofit organizations receiving federal grants that must also comply with Government Auditing Standards and the Single Audit Act, which are the same standards that apply to the Commission.
- The past several years we have provided the Cities of Citrus Heights, Elk Grove, Chico, West Sacramento and Folsom and Marin Transit, Oakdale Irrigation District, Florin Resource Conservation District, Consumnes Community Services District, Fair Oaks Water District, San Juan Water District and San Joaquin Council of Governments with extensive assistance in the preparation of their Comprehensive Annual Financial Reports (CAFR), including the first CAFR the Oakdale Irrigation District, Florin Resource Conservation District, Consumnes Community Services District and San Joaquin Council of Governments had ever prepared. The CAFRs for all of these agencies have received the Government Finance Officers Association's Certificate of Achievement for the years we have assisted them.

In addition, the key team members of Richardson & Company, LLP have gained an extensive amount of governmental accounting and auditing experience in their previous positions with Ernst & Young LLP, including the following:

- Provided auditing services to numerous state and local government units that face the same unique governmental accounting and auditing aspects as the Commission such as extensive reporting requirements, basis of accounting, and budgetary and other legal compliance requirements. These entities include Sacramento County, Sacramento County Airport Enterprise Fund, Solano County Private Industry Council, City of Woodland, City of Lodi, California Housing Finance Agency and California State Department of Water Resources Enterprise Funds. The audits of Sacramento County, Sacramento County Airport Enterprise Fund and City of Woodland also involved the preparation of award winning CAFRs.
- Established an audit approach for testing for compliance with federal, state and local grant requirements, including application of the Single Audit Act, for Sacramento County, City of Lodi and California Housing Finance Agency.

Continuing Education: All members of our firm regularly attend courses on government accounting and auditing issues and grant compliance auditing and are represented on the

California Society of CPA's Sacramento Chapter Government Committee to stay abreast of current issues affecting the government industry. Consistent with *Government Auditing Standards*, each of our auditors that are responsible for planning, directing, conducting or reporting on any of our government-related audits completes 80 hours of continuing education and training every two years, including subjects directly related to the government environment and to grant compliance auditing. All personnel that will be assigned to your engagement team have attended governmental training programs. Our governmental training program consists of governmental courses offered by professional societies as well as subscription to a training service that includes significant issues relating to governmental accounting standards and grant compliance presented by top government experts from throughout the country. We also provide internally developed classes addressing current accounting and auditing issues pertinent to our clients.

WORK PLAN AND TIME SCHEDULE

Scope of Audits: We will perform all of the services and prepare all of the reports described in Sections II., III., IV. and V. of your Request for Proposal (RFP). We will examine the financial statements and records of each claimant, agency and fund and prepare an annual audit in accordance with the applicable laws and regulations and contracts that have been entered into by the Commission. The scope of our audits will include 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.

We will prepare an annual report of the financial transactions of the Commission in accordance with PUC Sections 99406, California Code of Regulations Section 6660, and notifications from the State Controller's Office. We will also be available throughout the year to respond to financial questions that could possibly impact the audit.

In accomplishing the foregoing, we will complete all of the services and reports described in the RFP. These services are included in the total cost proposal.

Our Audit Approach: Our extensive experience in auditing ensures that we will concentrate on those areas of highest risk and plan and coordinate our work with management. We will not waste your time and resources by auditing areas that have no material risk to the financial statements. We will perform an assessment of the internal controls for the purpose of determining the procedures necessary to perform our audit, and any recommended enhancements to internal controls that we note during our audit will be communicated to management.

Our audit approach to this engagement is divided into three stages as follows:

Initial Planning: We believe that a smoothly-run audit is based upon the early identification and resolution of reporting and auditing issues. Due to the extensive knowledge gained through auditing the Commission and its claimants and funds, we will identify such issues in a timely manner and obtain a better understanding of your organization and the external and internal environments in which the Commission operates. We will examine your funding source contracts and agreements to determine the effect on the nature and extent of the auditing procedures. We will meet with your personnel to familiarize our understanding of your internal control structure policies and procedures and to document the flow of information through the accounting system, including how the computer is used to process data, and prepare internal control questionnaires.

Program Development: Our risk assessment and evaluation of internal controls will provide the basis for determining the nature, timing and extent of audit procedures for specific transactions and accounts. Our approach to planning the audit will be in accordance with Statement of Audit Standard (SAS) Nos. 104 through 111, as updated by Nos. 121 to 125. Accordingly, we will focus on obtaining an understanding of the control environment, risk assessment, information and communication, and monitoring components. We will use our prior experience with TPAs similar to the Commission and the claimants to document the control environment and will perform a walkthrough of significant areas to assess control risk for the purpose of planning our substantive tests. We will perform additional testing of internal controls as needed based on our risk assessment. An overall audit program is the end product of our initial planning. The primary purpose of this phase of our audit approach is to assess the likelihood of material error in the accounts and transactions and to determine the most cost effective and cost efficient mix of audit procedures. In developing the audit program, our aim will be to:

- Provide a complete audit program for all important financial statement amounts.
- Eliminate redundant audit procedures.
- Use audit procedures which accomplish more than one purpose.

Our audit approach is based on an analysis and understanding of the external and internal risks currently facing the organization we are auditing. Risk analysis enables us to design the most effective and efficient audit program, which evaluates and includes audit tests in relation to the size and probability of these risks. This approach provides us with a uniform method for developing and documenting the basis for our audit program. We will provide your staff with a list of trial balances, confirmation letters, account analyses and other items we will need during the course of our audit well in advance of our on-site visit.

Program Execution: During this stage of our audits, we will perform the tests of transactions processed through the accounting system, direct tests of account balances and tests of compliance with laws, regulations and contracts. We plan to use either random or systematic sample selection methods to perform such tests. We will test a sample of transactions in all of the significant balance sheet accounts as well as revenues and expenses. Documentation reviewed will include remittance advices, invoices or calculations prepared by the Commission. We will perform all requested tasks as one integrated engagement and will schedule the timing of our field work so that there will be minimal disruption of the day-to-day operations.

Prior to the start of the audit, we will request electronic versions of the general ledger trial balance so that the data can be downloaded into our audit software prior to the start of the audit. This information will be linked to the financial statements prior to the start of our fieldwork. Other electronic data will be utilized to minimize the amount of staff time and resources spent while we are on-site.

Our audits of the claimants will be coordinated with each claimant and will begin after the completion of their respective city/county audits so that we will be working with final audited amounts. We will also request electronic versions of their general ledger trial balances prior to the start of the audit that reflects their auditors' adjustments and will also provide them with a list of the documents we will need for our audits.

The following proposed work plans were developed based upon our current understanding of the situation and with your deadlines in mind. As can be seen from the following work plan, the service team is composed in such a way that each member has adequate supervision and technical support.

WORK PLAN – COMMISSION

Task	Timing	Estimated Hours				
		Partner	Managers	Seniors	Staff	Total
Audit Planning:	July/August	5	10	5	5	25
Meeting with NCTC staff						
Begin audit planning process						
Internal control/systems documentation and evaluation						
Risk assessment						
Develop audit programs						
Prepare audit assistance package and confirmation letters						
Compliance Testing:	July/August		10	8	8	26
Tests of transaction for cash receipts and disbursements						
Tests of compliance with laws, regulations and contracts						
Substantive Testing:	November/December	14	30	32	57	133
Cash and investments						
Revenue and receivables						
Payroll and related liabilities						
Expenses for goods and services and related liabilities						
Capital assets						
Equity and other credits						
Reporting and Wrap-up:	December	6	10	10	10	36
Prepare audited financial statements, internal control report, compliance reports, and management letter						
Draft reports available for review	Mid January					
Deliver final reports	By January 31					
Prepare State Controller's Reports	By January 31					
		25	60	55	80	220

WORK PLAN – CITIES OF GRASS VALLEY AND NEVADA CITY COMPLIANCE AUDITS

Task	Timing	Estimated Hours			
		Partner	Supervisor	Staff	Total
Audit Planning:	August	1	1	2	4
Begin audit planning process					
Develop audit programs					
Substantive Testing:	January/February	1	6	15	
Revenues					
Expenditures					
Compliance Testing:	January/February		1	4	5
Tests of compliance with laws, regulations and contracts					
Reporting and Wrap-up:	March	1		6	7
Prepare compliance reports and management letter			2		
Deliver final reports	No later than March 31				
Total Annual Audit Hours		3	10	27	40

WORK PLAN – COUNTY OF NEVADA TRANSIT SERVICES FUND

Task	Timing	Estimated Hours				
		Partner	Managers	Seniors/ Supervisors	Staff	Total
Audit Planning:	August	3	6	5		14
Begin audit planning process						
Internal control/systems documentation and evaluation						
Risk assessment						
Develop audit programs						
Prepare audit assistance package and confirmation letters						
Compliance Testing:	January/February		8	8	8	24
Tests of transactions for cash receipts and disbursements						
Tests of compliance with laws, regulations and contracts						
Substantive Testing:	January/February	17	33	32	62	144
Cash and investments						
Revenue and receivables						
Payroll and related liabilities						
Expenses for goods and services and related liabilities						
Capital assets						
Equity and other credits						

WORK PLAN – COUNTY OF NEVADA TRANSIT SERVICES FUND (CONTINUED)

Task	Timing	Estimated Hours				
		Partner	Managers	Seniors/ Supervisors	Staff	Total
Reporting and Wrap-up:	March	5	8	5	5	23
Prepare financial statements, internal control reports, compliance reports and management letter						
Draft reports available for review						
Deliver final reports	No later than March 31					
Total Annual Audit Hours		25	55	50	75	205

WORK PLAN – TOWN OF TRUCKEE TRANSIT FUND

Task	Timing	Estimated Hours				
		Partner	Managers	Seniors/ Supervisors	Staff	Total
Audit Planning:	August	3	6	5	5	19
Begin audit planning process						
Internal control/systems documentation and evaluation						
Risk assessment						
Develop audit programs						
Prepare audit assistance package and confirmation letters						
Compliance Testing:	Januar/February		8	8	8	24
Tests of transactions for cash receipts and disbursements						
Tests of compliance with laws, regulations and contracts						
Substantive Testing:	January/February	12	30	22	72	136
Cash and investments						
Revenue and receivables						
Payroll and related liabilities						
Expenses for goods and services and related liabilities						
Capital assets						
Equity and other credits						
Reporting and Wrap-up:	March	5	6	5	5	21
Prepare financial statements, internal control reports, compliance reports and management letter						
Draft reports available for review						
Deliver final reports	No later than March 31					
Total Annual Audit Hours		20	50	40	90	200

Our audits will be planned so that delivery of all required reports will be accomplished in a timely manner. We believe that the staffing of the audit is sufficient to ensure the timely completion of the audits and to ensure that the work is properly supervised. To ensure the audits

are completed within the scheduled time frame, we will discuss with you targeted completion dates for the various tasks and will develop a staffing plan that will ensure these completion dates are met.

We will review the drafts of our reports and management letters prior to the submission of the final report and letter with the Commission and each agency audited to ensure the reports and letters meet all requirements. Upon completion of each audit, we will provide the Commission, each agency audited and the State Controller's Office with bound copies of our reports. We will also electronically file the financial transactions report of the Commission with the State Controller by the January 31 due date.

PROJECT TIMETABLE

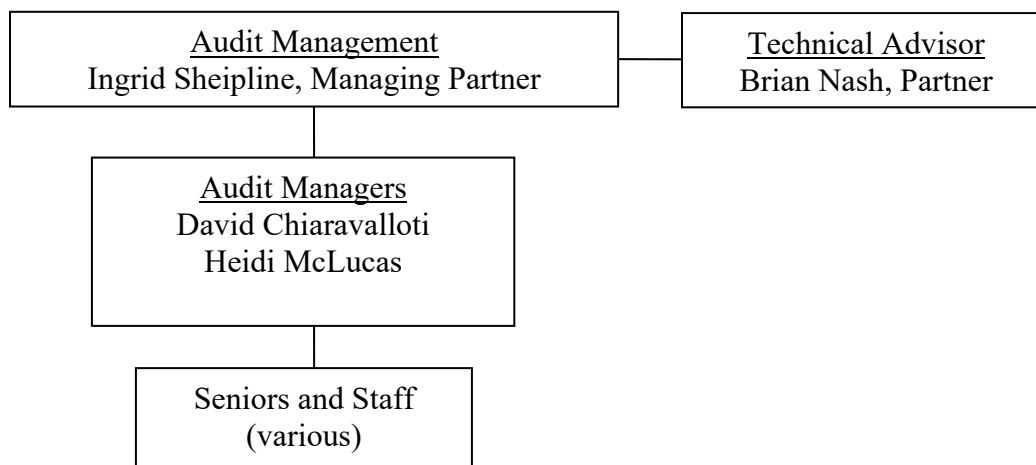
The timetable for this project will be as follows:

<u>Milestone</u>	<u>Date</u>
Planning and interim fieldwork	July to August
Commission year-end fieldwork performed	November/December
Commission draft audit reports	Mid-January
Commission final audit reports	Late January
State Controller's Report filed	January 31
Claimant fieldwork performed	January/February
Draft claimant audit reports	Early to Mid-March
Final claimant audit reports	March 31

PROJECT TEAM

We have the personnel with the necessary professional qualifications and technical ability to provide you with the quality service you are looking for with regard to the Commission, as well as the TDA claimants and funds we will audit on your behalf. As you can see from the resumes of our key personnel, we have developed the proficiency in the accounting principles and standards for governmental and grant compliance auditing, including TDA compliance, to ensure you will receive quality work. Our firm philosophy centers around our commitment to the highest level of quality service--delivered by quality people. We have a history of providing technical excellence through teamwork responsive to clients' needs and expectations. Our commitment to quality results in satisfying the needs of our clients by providing value-added services and attracting and retaining clients of the highest caliber.

The proposed Client Service Team for this engagement is depicted on the engagement organization chart which follows. Resumes, detailing the qualifications and experience of the key team members, have also been provided.



Ingrid M. Sheipline, CPA (Engagement Audit Partner and Managing Partner)

Ingrid will serve as the Engagement Audit Partner and will work closely with the managers in the management and execution of our audit services. She will be involved in supervising the planning, fieldwork, report preparation and work paper review. Formerly an audit manager with Ernst & Young, she is a Certified Public Accountant with over thirty-seven years of experience. Ingrid has supervised and conducted the fieldwork for a variety of clients including government entities, nonprofit organizations, utilities, banks, insurance agencies, manufacturers and distributors. She is currently serving or has served all of the previously mentioned government entities, including Sacramento Area Council of Governments, El Dorado County Transportation Commission, Placer County Transportation Planning Agency, Amador County Transportation Commission, Butte County Association of Governments and LCTC. She has thirty years of experience working with TDA compliance auditing. While with Ernst & Young, she specialized in government entities and grant compliance auditing, and has attended or taught numerous governmental education seminars.

Ingrid has a Bachelor of Science degree in accounting with honors from California State University, Sacramento. She is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants, having served on the

Board of Directors of the Society's Sacramento Chapter and as a member of the Government and Nonprofit Committee.

Brian Nash, CPA (Technical Advisor and Partner)

Brian Nash, Certified Public Accountant, and a partner with our firm, will serve as a technical advisor and reviewer to Ingrid and the managers, providing technical support as needed. He will serve in this role because of his extensive experience working with SACOG, Calaveras COG and the other TPAs we have served and his extensive knowledge of the TDA, Single Audit and governmental auditing. He has thirty years of professional accounting and auditing experience and has provided services to a variety of clients, including most of the government entities, nonprofits, banks, water agencies and other entities described in the preceding sections of this proposal, including SACOG, Calaveras COG and their claimants. Brian has performed TDA compliance audits for twenty-three years and, as a result, he has developed extensive knowledge and expertise with respect to the TDA and its laws, rules and regulations.

Brian received a Bachelor of Science degree in accounting with honors from California State University, Sacramento. He is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

David Chiaravalloti, CPA (Audit Senior Manager)

David, a senior audit manager with our firm, will organize, conduct, review and evaluate field work and will be responsible for the planning and report preparation and review under the direction of Ingrid. He has extensive experience auditing transportation planning agencies, cities and other governmental entities with Richardson & Company, LLP and another CPA firm. He has twenty-five years of professional experience, including twenty years with our firm. Governmental audits he has performed include Placer County Transportation Planning Agency, Sacramento Area Council of Governments, Butte County Association of Governments, El Dorado County Transportation Commission, ACTC, Amador Transit, City of Folsom Transit Fund, City of Davis TDA Funds, Transportation System of the University of California at Davis, Yolo County Transit District, El Dorado County Transit Authority, City of West Sacramento, City of Citrus Heights Cosumnes Community Services District, Auburn Area Recreation and Parks District, El Dorado Irrigation District, San Luis & Delta-Mendota Water Authority, San Joaquin Valley Drainage Authority, Yolo Subbasin Groundwater Agency and Mountain House Community Services District, among others. David received a Bachelor of Science degree in accounting from California State University, Sacramento.

Heidi McLucas, CPA (Audit Manager)

Heidi McLucas is a manager with our firm and will work closely with Ingrid in planning, conducting fieldwork and workpaper review. She has conducted fieldwork and assisted with supervising the staff in the performance of transportation audits for the past twelve years. She would work on-site for the entire duration of the fieldwork. Heidi has over fourteen years of experience with our firm and a total of twenty-three years of accounting experience, including five years as the manager in charge of an H&R block office. She has provided services to a variety of clients, including a number of governmental entities, water agencies, nonprofits, banks and other entities described in the preceding sections of this proposal. She has worked with SACOG, El Dorado County Transportation Commission, El Dorado Transit, BCAG and Yuba-Sutter Transit, among other governmental agencies. Heidi received a Bachelor of Arts degree from Shasta College.

Jean Liu, CPA (Audit Supervisor)

Jean Liu, an audit supervisor with our firm, will organize, conduct, review and evaluate field work and will be responsible for the planning and report preparation and review under the direction of Ingrid. She has five years of auditing experience and has served a number of governmental agencies, including Placer County Transportation Planning Agency, SACOG, Yuba Sutter Transit Authority, Yolo County Transportation District, Unitrans and others. Jean received a Bachelor of Science degree in managerial economics from California State University, Davis. She is a member of the American Institute of Certified Public Accountants.

Other Staff

We will assign senior and staff accountants as needed with government, single audit and TDA auditing experience to serve as part of the audit team. The other auditors will have extensive experience serving Sacramento Area Council of Governments, El Dorado County Transportation Commission, Placer County Transportation Planning Agency, Butte County Association of Governments and its claimants and funds, Lassen County Transportation Commission, Calaveras Council of Governments or Amador County Transportation Commission.

Time spent by each team member can be found on page 13 to 15.

PROFESSIONAL FEES AND HOURS

Our goal is to provide quality service using the highest professional standards at a reasonable cost. We plan each assignment carefully and set a time budget for each phase of the engagement. All of our staff are well indoctrinated in the need to use their time to the fullest efficiency. Based upon our current understanding of the situation, our total not-to-exceed cost for the years ended June 30, 2023, 2024 and 2025 to provide the services described in Sections II., III., IV. and V. of the RFP for the Commission, and all claimants and funds will be as follows, including out-of-pocket expenses. The first year time represents additional time associated with setting up the audited financials, and obtaining an understanding of controls and processes.

	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>	<u>2025/26</u>	<u>2026/27</u>
NCTC	\$ 18,300	\$ 18,850	\$ 19,500	\$ 20,000	\$ 20,600
NCTC State Controller's Report	1,200	1,240	1,270	1,300	1,350
City of Grass Valley Compliance	3,000	3,100	3,190	3,280	3,380
City of Nevada City Compliance	3,000	3,100	3,190	3,280	3,380
Nevada County Transit	16,000	16,500	17,000	17,500	18,000
Town of Truckee Transit	15,000	15,400	15,900	16,400	16,900
1st year time	1,000				
Total	<u><u>\$ 57,500</u></u>	<u><u>\$ 58,190</u></u>	<u><u>\$ 60,050</u></u>	<u><u>\$ 61,760</u></u>	<u><u>\$ 63,610</u></u>

During the first year, we will spend a significant amount of time becoming familiar with your organization and operations, developing permanent files, understanding controls and processes, and preparing the audit plans and procedures. We will absorb the cost of this nonrecurring time and view it as an excellent investment in establishing a long-term relationship and in becoming more knowledgeable about your operating environment, which will enhance our ability to provide you with responsive service.

Our fees will be based on the following hours and rates:

The Commission (including State Controller's Report)

Classification	Hours	Hourly Rates	First Year Fee
Partner	25	\$ 180	\$ 4,500
Managers	60	140	8,400
Seniors	55	100	5,500
Staff	80	90	7,200
	<u>220</u>		<u>25,600</u>
Discount			<u>(6,100)</u>
TOTAL JUNE 30, 2023 NOT-TO-EXCEED FEE			<u><u>\$ 19,500</u></u>

City of Grass Valley Compliance

<u>Classification</u>	<u>Hours</u>	<u>Hourly Rates</u>	<u>First Year Fee</u>
Partner	3	\$ 180	\$ 540
Supervisor	10	120	1,200
Staff	27	90	2,430
	<u>40</u>		<u>4,170</u>
Discount			<u>(1,170)</u>
TOTAL JUNE 30, 2023 NOT-TO-EXCEED FEE			<u>\$ 3,000</u>

City of Nevada City Compliance

<u>Classification</u>	<u>Hours</u>	<u>Hourly Rates</u>	<u>First Year Fee</u>
Partner	3	\$ 180	\$ 540
Supervisor	10	120	1,200
Staff	27	90	2,430
	<u>40</u>		<u>4,170</u>
Discount			<u>(1,170)</u>
TOTAL JUNE 30, 2023 NOT-TO-EXCEED FEE			<u>\$ 3,000</u>

Nevada County Transit

<u>Classification</u>	<u>Hours</u>	<u>Hourly Rates</u>	<u>First Year Fee</u>
Partner	25	\$ 180	\$ 4,500
Managers	55	140	7,700
Supervisor/Seniors	50	120	6,000
Staff	75	90	6,750
	<u>205</u>		<u>24,950</u>
Discount			<u>(8,950)</u>
TOTAL JUNE 30, 2023 NOT-TO-EXCEED FEE			<u>\$ 16,000</u>

Town of Truckee Transit

<u>Classification</u>	<u>Hours</u>	<u>Hourly Rates</u>	<u>First Year Fee</u>
Partner	20	\$ 180	\$ 3,600
Managers	50	140	7,000
Supervisor/Seniors	40	120	4,800
Staff	80	90	7,200
	<u>190</u>		<u>22,600</u>
Discount			<u>(7,600)</u>
TOTAL JUNE 30, 2023 NOT-TO-EXCEED FEE			<u>\$ 15,000</u>

Richardson & Company, LLP has all required resources within our office; therefore, we do not utilize services of subconsultants. We do not anticipate the use of any subconsultants to fulfill our commitment to the Commission.

The fees above include up to 10 hours of time spent responding to financial questions during the year. In the event that the scope of our audit has to be increased due to changes in accounting or auditing pronouncements and standards, laws or regulations, a significant amount of audit adjustments to the claimants funds, material weaknesses in the internal control environment or significant changes in operations, we will discuss the situation with you and arrive at a new fee arrangement.

These fees are based upon the anticipated cooperation from all of the personnel of the Commission and the claimants and funds, and include out-of-pocket expenses for items including clerical support, computer charges, supplies, telephone charges, printing and travel. There will be no additional charges related to these items. Therefore, our fee is all inclusive and represents a not to exceed amount.

The preceding fees were based on the following hourly rates by job classification discounted to reflect our desire to continue providing the Commission with these audit services:

<u>Classification</u>	<u>Rate Per Hour</u>
Partner	\$ 180
Senior Manager	160
Manager	140
Supervisor	120
Senior	100
Staff	90
Administrative	60

Since Richardson & Company, LLP consists primarily of experienced auditors, you can be sure that you will receive the experience level and quality of service you expect. We make a commitment to our staff members and our clients to provide adequate supervision and training on each engagement. Our firm will bring to the audits strong technical backgrounds, government accounting expertise and outstanding engagement management skills. **If you have concerns about the fee or scope of services, we would welcome the opportunity to discuss them with you before you make your final decision.**

REFERENCES

References: We have emphasized throughout our proposal that Richardson & Company, LLP provides quality service. Please feel free to contact any of these clients to confirm our ability to provide the type of services you are seeking.

Name of referenced entity: Sacramento Area Council of Governments (Audits of SACOG's Local Transportation and State Transit Assistance Funds, Yolo County Transportation District, Unitrans, Paratransit, Yuba-Sutter Transit Authority and the Transit and Non-Transit Transportation Development Act Funds of the Counties of Yolo, Sacramento, Yuba and Sutter, and the Cities of Davis, Folsom, Citrus Heights, Elk Grove, Rancho Cordova, Galt, Isleton, Live Oak, Marysville, Sacramento, West Sacramento, Wheatland, Winters, Woodland and Yuba City)

Name, title and phone number of contact: Loretta Su, Finance Director
(916) 340-6212
LSu@sacog.org

Caroline Payne, Analyst
(916) 340-6232
CPayne@sacog.org

Simone Reed, Finance Program Manager, Yuba-Sutter Transit Authority
(530) 634-6880
simone@yubasuttertransit.com

Services Performed: Audits of the financial statements of transit agencies and the special purpose financial statements of the TDA funds of the counties and municipalities listed above in accordance with generally accepted auditing standards, Government Auditing Standards and the Single Audit Act, where applicable. The audits included testing for compliance with the Transportation Development Act.

Dates completed: Audits completed for the years ended June 30, 1994 to June 30, 2008 and June 30, 2010 to June 30, 2022

* * * * *

Name of referenced entity: El Dorado County Transportation Commission

Name, title and phone number of contact: Karen Thompson, Administrative Services Officer
(530) 642-5264
kthompson@edctc.org

Services performed: Audit of the financial statements of the Authority in accordance with generally accepted auditing standards, Government Auditing Standards and the Single Audit Act, where applicable. The audits included testing for compliance with the Transportation Development Act.

Dates completed: Audits completed for the years ended June 30, 1997 to June 30, 2003 and June 30, 2009 to June 30, 2022

* * * * *

Name of referenced entity: Placer County Transportation Planning Agency, (audits of PCTPA's financial statements, including the Cities of Auburn, Colfax, Lincoln, Rocklin and Roseville, Town of Loomis and the County of Placer TDA)

Name, title and phone number of contact: Jodi LaCosse, Fiscal/Administrative Officer
(530) 823-4037
jlacosse@pctpa.net

Services performed: Audits of the financial statements of transit agencies and the special purpose financial statements of the TDA funds of the counties and municipalities listed above in accordance with generally accepted auditing standards, Government Auditing Standards and the Single Audit Act, where applicable. The audits included testing for compliance with the Transportation Development Act.

Dates completed: June 30, 2014 through June 30, 2022

* * * * *

Name of referenced entity: Butte County Council of Governments, (audits of BCAG's financial statements, including the Local Transportation Fund, State Transit Assistance Fund, RSTP Fund, Butte Regional Transit, and the Transit and Non-Transit Transportation Development Act Funds of the County of Butte and Cities of Chico, Oroville, Biggs, Paradise and Gridley)

Name, title and phone number of contact: Julie Quinn, Chief Financial Officer
(530) 879-2468
jqinn@bcag.org

Services performed: Audits of the financial statements of transit agencies and the special purpose financial statements of the TDA funds of the counties and municipalities listed above in accordance with generally accepted auditing standards, Government Auditing Standards and the Single Audit Act, where applicable. The audits included testing for compliance with the Transportation Development Act.

Dates completed: June 30, 2013 through 2022

EXHIBIT A – PEER REVIEW REPORT



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners
Richardson & Company, LLP
and the Peer Review Committee of the California Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Richardson & Company, LLP (the firm) in effect for the year ended March 31, 2021. 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 a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Richardson & Company, LLP in effect for the year ended March 31, 2021, 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. Richardson & Company, LLP has received a peer review rating of pass.

A handwritten signature in dark ink that reads "Jones, Nale & Mattingly, PLLC".

Louisville, Kentucky
August 13, 2021

Certified Public Accountants and Advisors
401 West Main Street, Suite 1100 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589.1680 www.jnmcpa.com



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



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.2.3.3

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Professional Services Agreement to Update the Eastern Nevada County Transit Development Plan, Resolution 23-20

DATE: July 19, 2023

RECOMMENDATION: Adopt Resolution 23-20 authorizing the Chair to execute an agreement with LSC Transportation Consultants Inc. to update the Eastern Nevada County Transit Development Plan (ENCTDP), with an amount not to exceed \$74,995.

BACKGROUND: It is necessary that the ENCTDP be updated to provide adequate guidance for making operational adjustments over the next five-year planning period to address capital needs, address changes in funding levels, and changes in fixed route and paratransit operations.

On May 2, 2023, Nevada County Transportation Commission staff issued a Request for Proposal to prepare the update, and following review of the proposals submitted to NCTC, the firm of LSC Transportation Consultants, Inc. was selected to update the ENCTDP.

Funding for this project is included in Work Element **2.3.3** in the FY 2023/24 Overall Work Program, adopted on May 17, 2023, showing a budget amount of \$75,000 for consultant work.

The enclosed agreement, in accordance with Section V, Item A, of NCTC's Administrative Operating Procedures, is being presented to the NCTC for consideration and approval.

attachments

**RESOLUTION 23-20
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

APPROVAL OF NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
PROFESSIONAL SERVICES AGREEMENT WITH LSC TRANSPORTATION
CONSULTANTS INC. TO UPDATE THE EASTERN NEVADA COUNTY
TRANSIT DEVELOPMENT PLAN

WHEREAS, funding for this project has been included in the FY 2023/24 Overall Work Program;
and

WHEREAS, LSC Transportation Consultants Inc. was selected to update the Eastern Nevada County
Transit Development Plan at an amount not to exceed \$75,000; and

WHEREAS, in accordance with NCTC's Administrative Operating Procedures, Section V, Item A,
requires that a contract that exceeds \$10,000 be presented to NCTC for review and approval.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission
authorizes the Chair to execute the agreement between NCTC and LSC Transportation Inc. to
update the Eastern Nevada County Transit Development Plan.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 19, 2023 by
the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chairman
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
LSC TRANSPORTATION CONSULTANTS, INC.
TO UPDATE THE
EASTERN NEVADA COUNTY TRANSIT DEVELOPMENT PLAN

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

1. **Purpose and Scope:** The purpose of this Agreement is to provide a contract for professional services to update the Eastern Nevada County Transit Development Plan.

Consultant will provide services as set forth in Exhibit “A” NCTC’s “Request for Proposal to update the Eastern Nevada County Transit Development Plan” and Exhibit “B” Consultant’s proposal entitled, “Proposal to update the Eastern Nevada County Transit Development Plan.” In the event of a conflict between Exhibit “A” and Exhibit “B,” Exhibit “A” shall control.

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

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

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

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

5. **Personnel:** Consultant represents that it has, or will obtain at its own expense, all personnel and/or subcontractors required in performing the services under this Agreement. Such personnel shall not be employees of NCTC.
6. **Standard of Quality:** All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
7. **Project Representative:** Consultant and NCTC shall each designate a project representative who shall be responsible for coordinating the efforts of the respective party with regard to the performance of the work as set forth under this Agreement. The project representative for NCTC shall be Kena Sannar. The project representative for Consultant shall be Genevieve Evans. Consultant's project representative may only be changed upon prior written approval by NCTC.
8. **Subcontracting:**
 - a. Nothing contained in this Agreement or otherwise shall create any contractual relation between NCTC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant shall supervise all of its personnel and be responsible for the work of all subcontractors selected for this project. Consultant's obligation to pay its subconsultant(s) is an independent obligation from NCTC's obligation to make payments to the Consultant.
 - b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by NCTC's Project Representative, except that which is expressly identified in the approved Cost Proposal.
 - c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by NCTC.
 - d. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
 - e. Any substitution of subconsultant(s) must be approved in writing by NCTC's Contract Administrator prior to the start of work by the subconsultant(s).
9. **Time of Performance:**
 - a. This Agreement shall go into effect on **July 19, 2023**, contingent upon approval by NCTC, and Consultant shall commence work after notification to proceed by NCTC'S Contract Administrator or Project Administrator. The contract shall end on **June 30, 2024**, unless extended by written contract amendment, pursuant to NCTC's Administrative Operating Procedures.

- b. Consultant is advised that any recommendation for contract award is not binding on NCTC until the contract is fully executed and approved by NCTC.
 - c. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
10. **Compensation:** NCTC shall pay Consultant as compensation in full for all services performed by Consultant pursuant to this Agreement, a total sum not to exceed **\$74,995**. 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 \$74,995, without the prior written agreement of both parties.
- a. Allowable Costs and Payments: Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's Cost Proposal and documented in **Exhibit 10-H1 Cost Proposal and 10-H1 excel worksheet, attached**. 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 show 10% retention withheld and total contract costs to date. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the contract number **WE233071923** and the finalized project title.

Credits due to NCTC that include any equipment purchased under the provisions of Section 45 of this Agreement, must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to NCTC's Project Representative at the address provided in Exhibit A.

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

b. Cost Principles and Administrative Requirements:

- (1) Consultant agrees that the contract cost principles and procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.
- (2) Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 2 CFR Part 225.
- (3) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., 23 CFR, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 225, or any other applicable State or Federal Regulations, are subject to repayment by Consultant to NCTC.
- (4) Transportation and subsistence expenses shall not exceed rates authorized to be paid non-state employees under current State Department of Personnel Administration rules, unless written verification is supplied that government hotel rates are not commercially available to Consultant and/or its subcontractors at the time and location required as specified in the

California Department of Transportation's Travel Guide Exception Process at the following link: <https://dot.ca.gov/programs/accounting/travel-guide>.

- (5) Consultant and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates the costs of work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures.
 - (6) Contractors and subcontractors shall comply with: 23 CFR; Caltrans' Local Assistance Procedures Manual (LAPM) (<https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>); Caltrans' Local Assistance Programs Guidelines (LAPG) (<https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-program-guidelines-lapg>); California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.
 - (7) All subcontracts in excess of \$25,000 shall contain the above provisions.
11. **Method of Payment:** Consultant shall bill NCTC for time and materials for services performed under this Agreement on a monthly basis. Payment by NCTC to Consultant shall be made within 30 days after receipt of Consultant's invoice and acceptance of the work to date. NCTC shall withhold ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by NCTC of all final products. Consultant or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by NCTC. Any delay or postponement of payment may take place only for good cause and with NCTC's prior written approval. Any violation of these provisions shall subject the violating Consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. Consultant is expected to receive payment by electronic deposit.
 12. **Termination of Agreement:** NCTC reserves the right to terminate this contract upon ten (10) days written notice to Consultant, with or without cause.
 - a. NCTC may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, NCTC may proceed with the work in

any manner deemed proper by NCTC. If NCTC terminates this Agreement with Consultant, NCTC shall pay Consultant the sum that was due to the Consultant under this Agreement prior to termination, unless the cost of completion to NCTC exceeds the funds remaining in the Agreement, in which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

- b. The maximum amount for which NCTC shall be liable if this Agreement is terminated is \$74,995.
 - c. In the event of termination by either party, all data shall become the property of NCTC subject to the provisions of Section 32.
13. **Interest of Members of NCTC and Others:** No officer, member, or employee of NCTC and no member of the governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. In addition, Consultant shall notify NCTC of any such direct or indirect personal or pecuniary interest prior to entering into this Agreement, or if discovered after execution of the Agreement, immediately upon learning of such interest.
14. **Assignability:** Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of NCTC thereto; provided, however, that claims for money due or to become due to Consultant from NCTC under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval provided there is no dispute as to the amount of funds due to Consultant. Notice of any such assignment or transfer shall be furnished promptly to NCTC.
15. **Rebates, Kickbacks, or Other Unlawful Consideration:** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right (in its discretion) to: terminate the contract without liability to pay only for the value of the work actually performed; deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, NCTC shall have the right (in its discretion) to: terminate the contract without liability to pay only for the value of the work

actually performed; deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

16. **Findings Confidential:** Any reports, information, data, etc. given to, prepared by, or assembled by Consultant shall be held as confidential, and shall not be made available to any individual or organization by Consultant without the prior written approval of NCTC.
17. **Copyright:** No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.
18. **Availability of Records/Audit Review Procedures:** Consultant shall document the results of the work to the satisfaction of NCTC, and if applicable, the State and U.S. Department of Transportation (DOT). Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.
 - a. Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Consultant, subconsultants, and NCTC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.
 - (1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, NCTC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants' (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
 - (2) Subcontracts in excess of \$25,000 shall contain this provision.
 - b. Audit Review Procedures:
 - (1) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by NCTC's Executive Director.
 - (2) Not later than 30 days after issuance of the final audit report, Consultant may request a review by NCTC's Executive Director of unresolved audit issues. The request for review will be submitted in writing.

- (3) Neither the pendency of a dispute nor its consideration by NCTC will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

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

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

20. **Insurance:** Consultant shall maintain, at Consultant's own expense during the term hereof, insurance with respect to Consultant's business, the premises and all activities or services in the performance of this Agreement, of the types and in the minimum amounts described generally as follows:
 - a. Full Workers' Compensation covering all employees of Consultant as required by law in the State of California, and Employers' Liability Coverage of \$1,000,000. Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this contract. Copies of the certificates evidencing such insurance shall be provided to NCTC upon request.
 - b. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of \$1,000,000 combined single limit per occurrence, including, but not limited to, endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability. If Comprehensive Liability Insurance or other form has a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- c. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, leased, and non-owned vehicles used in connection with Consultant's business of \$1,000,000 combined single limit per occurrence.
- d. Throughout the duration of the project, Consultant shall carry professional liability insurance in a standard form, including Errors and Omission coverage, with a company approved by NCTC. Said insurance shall be written with limits of \$500,000 for each incident and \$1,000,000 in the aggregate. NCTC may waive this Section "d" at its discretion, in the event such insurance is not available for the type of service being provided by Consultant.
- e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by NCTC.
- f. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects to NCTC, its directors, officers, employees and agents. Any insurance or self-insurance maintained by NCTC, or its directors, officers, employees or agents shall be in excess of Consultant's insurance and shall not contribute to it.
 - (2) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by NCTC.
- h. Certificate of Insurance and Additional Insured Requirement: **Consultant shall furnish to NCTC original Certificates of Insurance** on a standard ACORD form, or other form acceptable to NCTC, substantiating the required coverages and limits set forth above and also containing the following statement with respect to the General Liability policy: "Nevada County Transportation Commission and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- i. Certified Copies of Policies: Upon request by NCTC, Consultant shall immediately furnish a complete copy of the Comprehensive Public Liability or Comprehensive Liability policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- j. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of

liability in excess of such minimum coverage, nor shall it preclude NCTC from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

- k. **Notice:** Consultant agrees that none of the required coverages set forth in this Section 20 shall be suspended, voided, canceled, terminated, or reduced in coverage or limits, without thirty (30) days' prior written notice to NCTC by certified mail, return receipt requested.
21. **Indemnification:** Consultant agrees to indemnify, fund the defense of, and hold harmless, NCTC and its directors, officers, agents, and employees (the "Indemnitees") from and against any and all actions, suits, claims, demands, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, to the extent arising out of, pertaining to, relating to, or in any way connected with the performance of this Agreement, however caused, regardless of any negligent act of an Indemnitee, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of an Indemnitee. Consultant shall pay all costs that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.
22. **Governing Law and Choice of Forum:** This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Nevada County.
23. **Prevailing Party:** Should any dispute arise hereunder, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
24. **Conflict of Interest:**
- a. Consultant shall disclose any financial, business, or other relationship with NCTC that may have an impact upon the outcome of this Agreement, or any ensuing NCTC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any project, which will follow.
 - b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
 - c. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
 - c. Consultant shall immediately notify NCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.
25. **Political Reform Act Compliance:** Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by NCTC, as provided for in the Conflict of Interest Code for NCTC, shall promptly file economic

disclosure statements for the disclosure categories determined by NCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

26. **Independent Contractor:** In performing services under this Agreement, Consultant is and shall act as an independent contractor and not an employee, representative, or agent of NCTC. Consultant shall have control of its work and the manner in which it is performed. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of NCTC.
27. **National Labor Relations Board Certification:** Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).
28. **Americans with Disabilities Act (ADA) of 1990:** By signing this Agreement, Consultant assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to, those found within the Code of Federal Regulations, Title 49, Parts 27, 37, and 38.
29. **Equal Employment Opportunity/Title VI Compliance:** Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, the provisions contained in 49 CFR Part 21 through Appendix C, 23 CFR Part 200, 23 CFR Part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794.
 - a. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
 - b. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - c. Consultant shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulation (41 CFR Part 60), and any other applicable federal and state laws and regulations relating to equal employment opportunity, including the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Consultant shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and 49 CFR Part 27 regarding discrimination against individuals with disabilities.
- e. Solicitations for Subcontractors, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the statutes and regulations relative to nondiscrimination set forth herein.
- f. Information and Reports: Consultant shall provide all information and reports required by applicable federal and state laws and regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such laws and regulations, orders and instructions, including but not limited to permitting access to all records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency designated to investigate compliance with this section. Where any information is required of Consultant which is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to NCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- g. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to Consultant under the Agreement until Consultant complies, and/or,
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
- h. Incorporation of Provisions: Consultant shall include the provision of this Section 29 in every subcontract, including procurement of materials and leases of

equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract of procurement as NCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request that NCTC enter into such litigation to protect the interests of NCTC. In addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

30. **Drug-Free Certification:** By signing this Agreement, Consultant hereby certifies, under penalty of perjury under the laws of the State of California, Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Consultant who works under this Agreement shall:
 - (1) Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.
31. **Union Organizing:** By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
- a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. Consultant will not meet with employees or supervisors on NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

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

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

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

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

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

35. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

36. **Headings:** The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

37. **Authority:** Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

38. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
39. **Necessary Acts:** Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
40. **Disadvantaged Business Enterprise:** It is the policy of NCTC that Disadvantaged Business Enterprises (DBE), as defined in Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

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

- a. **Non-discrimination:** "The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate." Each subcontract signed by the Consultant in the performance of this Agreement must include an assurance that the Consultant and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.
- b. **Prompt Payments to DBE and Non-DBE Subcontractors:** Subrecipient shall insert the following clauses in any contract funded under this Agreement:
- (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Consultant. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Consultant. This clause applies to both DBE and non-DBE subcontracts.
 - (2) Contractor agrees to return retainage payments to each subcontractor within

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

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

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

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

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

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

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

41. **Debarment, Suspension, and Other Responsibilities:** Consultant certifies and warrants that neither Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:
- a. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency.
 - b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
 - d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

Consultant further certifies that it shall not knowingly enter into any transaction with any subconsultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

42. **Non-lobbying Certification:** Consultant certifies, to the best of his or her knowledge and belief, that:
- a. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit **Exhibit 10-Q Disclosure of Lobbying Activities** (attached) in accordance with its instructions.
 - c. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement, imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
 - d. Consultant also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.
43. **Clean Air Act:** Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93 (“Clean Air requirements”). Consultant agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
44. **Disputes:** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of NCTC’s Executive Director and Chairperson, who may consider written or verbal information submitted by Consultant. Not later than 30 days after completion of all work

under the contract, Consultant may request review by NCTC's Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

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

45. **Equipment Purchase:**

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

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

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

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

NEVADA COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____
Chair
Nevada County Transportation Commission

Nevada County Transportation Commission Counsel, Approved as to Form

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

CONSULTANT

By: _____ Date: _____

PLEASE RETURN THE FOLLOWING SIGNED FORMS WITH AGREEMENT:

- Exhibit A: NCTC RFP
- Exhibit B: Consultant's Proposal
- Exhibit C: Levine Act Disclosure Statement
- Exhibit 10-H1: Cost Proposal (included in Consultant's Proposal)
- Exhibit 10-H1 Worksheet: Extended Hourly Rates to Reconcile with 10-H1
- Exhibit 10-O1: Consultant Proposal DBE Commitment (included in Consultant's Proposal)
- Exhibit 10-O2: Consultant Contract DBE Commitment (included in Consultant's Proposal)
- Exhibit 10-Q: Disclosure of Lobbying Activities
- Certificate of Insurance
- Electronic Deposit Authorization Form
- Vendor Data Record

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

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



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.3.2.2

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director

SUBJECT: Endorse Adoption of the Regional Transportation Mitigation Fee Program Update, Resolution 23-21

DATE: July 19, 2023

RECOMMENDATION: Approve Resolution 23-21 adopting the Regional Transportation Mitigation Fee (RTMF) Nexus Study and Administrative Plan and authorizing the Nevada County Transportation Commission (NCTC) Chairman to sign the RTMF Agreements upon approval by the City of Grass Valley, the City of Nevada City, and Nevada County.

BACKGROUND: The Western Nevada County Regional Transportation Mitigation Fee (RTMF) program was established in 2001 through a partnership with Nevada County, Nevada City, Grass Valley, and the Nevada County Transportation Commission (NCTC). The program provides a mechanism for new development to pay its fair share towards the cost of construction of the regional system of roads, streets, and highways needed to accommodate forecasted growth in western Nevada County. The RTMF program operates pursuant to the Mitigation Fee Act, also known as California Assembly Bill 1600 (AB 1600) or California Government Code Sections 66000 et seq., which governs impact fees in California.

The consulting firm GHD Inc. was retained to update the RTMF program which consists of two components: a Nexus Study, and an Administrative Manual. The Nexus Study identifies the total fees to be collected by the RTMF Program; the method by which the RTMF will be allocated to residential and nonresidential land uses; and explains how the residential and nonresidential fees were determined. The Administrative Manual contains guidelines on how the RTMF Program will be implemented and administered by the cities, the county, and NCTC. The Project Advisory Committee, consisting of staff from each participating agency and the Contractors Association, played a critical role in informing the Nexus Study update and reviewing the Administrative Manual.

The following sections discuss the Draft Nexus Study and Administrative Plan.

Nexus Study

The RTMF Nexus Study Report prepared by GHD Inc. is intended to meet the requirements of the State of California Mitigation Fee Act; Assembly Bill 602; presents documentation that identifies the total amount, or the collection target, of the RTMF Program; the method by which the RTMF will be allocated

to residential and nonresidential land uses; and explains how the residential and nonresidential fees were determined.

NCTC staff and the GHD Inc. team presented an overview of the RTMF update and the proposed capital improvement program (CIP) project list and draft fees at the May 17, 2023, NCTC meeting. The proposed CIP totals approximately \$63.4 million, which represents a \$133 million decrease from the 2016 RTMF CIP. The reduction in program costs was a direct result of staff finding opportunities to offset increasing construction costs and the viability of the RTMF. Those opportunities included the elimination of two projects and the commitment to find additional competitive grant funding for one project. Without the changes, the initial program fees would have significantly increased to an unrealistic level.

Table 1 below compares the existing and proposed RTMF for all new residential and non-residential uses in Western Nevada County. The proposed fee is anticipated to increase by 5.3% for residential use while the non-residential uses would see an approximate 31% decrease in fees per trip. For comparison purposes, the current rate of inflation is 4.9% (US West Regional Consumers April 2022 – April 2023).

Table 1			
Comparison of Current and Proposed RTMF			
Trip Type	Current Fee¹	Proposed Fee	% Change
Residential Per EDU ²	\$4,621.01	\$4,867.76	5.3%
Non-Residential Trips	\$85.72	\$59.19	-30.9%
Note: 1. Resolution 22-05, March 16, 2022. 2. An equivalent dwelling unit (EDU) is used to describe the approximate number of trips generated by a typical single family detached housing unit. This is used to create a common denominator between various residential types.			

Included in the attachments is the Draft Nevada County RTMF Nexus Study. The RTMF Nexus Study documents the required steps and assumptions to arrive at the proposed fee in Table 1.

Each participating jurisdiction will be required to adopt the nexus study at their respective governing councils/boards. Upon approval, agreements between NCTC and each jurisdiction will be entered into for the administration and implementation of the program, respectively.

Administrative Plan

The Administrative Plan contains guidelines on how the RTMF Program will be implemented and administered by the cities, the county, and NCTC. Specific topics include the types of land use developments subject to the RTMF, trip rates that will be applied to residential and nonresidential land uses, accounting and reporting of fees annually, program credits and reimbursements, administrative roles and program appeals. The Administrative Plan describes the RTMF decision making process, and roles of the Technical Advisory Committee, the Administrative Committee, and the Executive Committee (see Administrative Plan pages 17 & 20). The Administrative Plan also details how program updates will be accomplished and provides guidelines on the administration of the five-year listing of priority projects designated as the Transportation Improvement Program.

Included in the attachments is the Draft Nevada County RTMF Administrative Plan.

Recommendations

Staff recommends the Commission accept the RTMF Nexus Study and Administrative Plan as complete and authorize the Nevada County Transportation Commission (NCTC) Chairman to sign the RTMF Agreements upon approval by the City of Grass Valley, the City of Nevada City, and Nevada County.

**RESOLUTION 23-21
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**ENDORSEMENT OF THE ADOPTION AND IMPLEMENTATION OF THE REGIONAL
TRANSPORTATION MITIGATION FEE PROGRAM AND ADMINISTRATIVE PLAN**

WHEREAS, the Nevada County Transportation Commission (NCTC) has endorsed adoption of the *Regional Transportation Mitigation Fee 2023 Nexus Study Update Final Report*, to fund improvements to the regional transportation system needed to avoid unacceptable levels of congestion, improve safety and mobility; and

WHEREAS, the NCTC finds that the Regional Transportation Mitigation Fee will raise additional revenues needed to construct improvements to accommodate traffic that will be generated by development of land within the City of Grass Valley, the City of Nevada City, and within the unincorporated portions of western Nevada County; and

WHEREAS, the NCTC also finds that the Regional Transportation Mitigation Fee Program establishes a fair and equitable method for distributing the cost of transportation improvements necessary to accommodate the traffic volumes generated by new development in western Nevada County; and

WHEREAS, the RTMF Nexus Study Report prepared by GHD Inc. satisfies the requirements of the State of California Mitigation Fee Act, and outlines the purpose and use of the Regional Transportation Mitigation Fee, defines the relationship between new development and impacts on the transportation system, identifies the estimated cost to complete necessary improvements to the regional street system, and establishes the “rough proportionality” or “fair share” fee for differing types of development; and

WHEREAS, the NCTC has endorsed adoption of the RTMF Administrative Plan prepared by GHD Inc., that provides guidelines and policies for implementation and administration of the RTMF program.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission endorses adoption of the *Regional Transportation Mitigation Fee 2023 Nexus Study Update Final Report and Administrative Plan*, and directs NCTC staff to proceed with preparation of the RTMF Agreements with the City of Grass Valley, the City of Nevada City, and Nevada County.

BE IT FURTHER RESOLVED, that the Chairman of the Nevada County Transportation Commission is authorized to sign the Regional Transportation Mitigation Fee Program Agreements, subject to non-substantive modifications as may be made by Legal Counsel or the Executive Director of the NCTC.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 19, 2023 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chairman
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



Regional Transportation Mitigation Fee 2023 Nexus Study Update Final Report

Nevada County Transportation Commission

12 July 2023

GHD 380

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Sacramento, California 95818, United States
T 916-782-8688 | ghd.com

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Project manager	Todd Tregenza, AICP
Client name	Nevada County Transportation Commission
Project name	WESTERN NEVADA CO RTMF
Document title	Regional Transportation Mitigation Fee 2023 Nexus Study Update Final Report
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Executive summary

The Mitigation Fee Act requires that mitigation fees be periodically updated. This is to ensure that the assumptions regarding future growth, the need for projects, their costs, etc. continue to provide a reasonable nexus between the impacts of new development and the fees charged. This report describes the methodology used in updating the nexus, the resulting recommended fee structure, and the revised forecast for Regional Transportation Mitigation Fee (RTMF) program revenues based on the new growth assumptions and recommended fees.

Since the previous RTMF nexus study was prepared in 2016, the effects of the global COVID-19 pandemic caused an economic slump which not only effected most industries but also affected travel patterns nationwide due to stay-at-home orders, school closures, and a prolonged increase in employees being able to work from home. New forecasts for future development incorporate a slight increase in the existing base of households and employment, and a change in anticipated growth allocation, with lower future growth rates. These factors have resulted in lower reduced forecasts for future traffic congestion and a reduced need for roadway operational improvements. However, it also means that the cost of projects will be spread over fewer new units. Additionally, trip generation rates have been updated to reflect the most recent data presented in the Institute of Transportation Engineer’s Trip Generation Manual, which results in some differences in the percentage change in the proposed fees.

Assembly Bill (AB) 602, signed into law January 1, 2022, imposed new requirements for fees on residential development (effective July 1, 2022). The law requires that the fee reflect a reasonable relationship to the size of the dwelling unit. This is explained further in Section 3.6.

Table ES.1.1 and Table ES.1.2 present the recommended revised fee structure for residential and non-residential developments, respectively, which take into account the factors described above.

Table ES.1.1 Current and Recommended RTMF Fees – Residential Land Uses

Typical Use	Unit	Current Fee per Unit	Proposed Fee per Unit	% Change in Fee
Single Family				
Small (<1,500 sq.ft.)	Dwelling Unit	\$4,621	\$4,030	-13%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$4,621	\$4,868	5%
Large (<2,500 sq.ft.)	Dwelling Unit	\$4,621	\$5,396	17%
Multi-Family				
Small (<1,500 sq.ft.)	Dwelling Unit	\$3,199	\$1,128	-65%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$3,199	\$1,363	-57%
Large (<2,500 sq.ft.)	Dwelling Unit	\$3,199	\$1,511	-53%
Mobile Home				
Small (<1,500 sq.ft.)	Dwelling Unit	\$2,422	\$2,775	15%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$2,422	\$3,352	38%
Large (<2,500 sq.ft.)	Dwelling Unit	\$2,422	\$3,716	53%
Senior Housing				
Small (<1,500 sq.ft.)	Dwelling Unit	\$1,728	\$780	-55%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$1,728	\$942	-45%
Large (<2,500 sq.ft.)	Dwelling Unit	\$1,728	\$1,045	-40%
Accessory Dwelling Unit (ADU) - Calculated based on ratio of size to primary unit. See below for more information.				

Table ES.1.2 Current and Recommended RTMF Fees – Non-Residential Land Uses

Typical Use	Unit	Current Fee	Proposed Fee	% Change
Office	Thousand Sq. ft.	\$1,033	\$755	-27%
Industrial	Thousand Sq. ft.	\$457	\$281	-38%
Warehouse	Thousand Sq. ft.	\$305	\$211	-31%
Retail/Service - Low	Thousand Sq. ft.	\$2,047	\$1,280	-37%
Retail/Service - Medium	Thousand Sq. ft.	\$4,373	\$2,990	-32%
Retail/Service - High	Thousand Sq. ft.	\$7,754	\$5,443	-30%
Lodging	Room	\$553	\$249	-55%
Public & Quasi-Public	Thousand Sq. ft.	Exempt	Exempt	N/A
School K-8th Grade	Student	Exempt	Exempt	N/A
School 9-12th Grade	Student	Exempt	Exempt	N/A
Public College	Student	Exempt	Exempt	N/A

Senate Bill (SB) 13, passed in 2019, establishes a new system for assessing fees on accessory dwelling units (ADUs). The law states that ADUs less than 750 square feet are exempt from impact fees, and that ADUs larger than 750 square feet are charged the impact fee based on the ratio of its floor area in relation to the primary unit, multiplied by the fee that the primary unit would pay, if it was being built today (i.e., ADU sq.ft. / primary unit sq.ft. x RTMF for primary unit). This is explained further in Section 3.6.1.

The recommendation includes a slight increase in the residential fees (comparing single-family medium-sized unit as that is equal to one dwelling unit equivalent), and a larger decrease in non-residential fees. This is largely due to the removal of expensive projects to widen several sections of SR 49, which greatly lowered the costs that new development will be expected to bear. Although those projects are justifiable on technical grounds, the fee program would provide only a relatively small portion of the funds needed to complete the project, and there is no guarantee of obtaining State or Federal competitive grant funds to cover the remaining costs. Since State law precludes NCTC from collecting funds for projects that do not have a reasonable expectation of being implemented, these projects were removed from the RTMF project list.

The other factor in the recommended fee reduction was a reduction in the percentage of project costs attributable to new development. This applied especially to non-residential development. Analysis using NCTC’s traffic model showed that, given the county’s current jobs/housing imbalance, development of places for Nevada County residents to work and shop locally will reduce the need for some long trips out of the county. As a result, this type of localized development will have fewer traffic impacts than was previously forecast, which also leads to a lower impact fee.

The recommended fee schedule will continue to have residential fees in the lower range of foothill counties while non-residential fees will be lower than peer counties. If the forecasts for future residential and non-residential development prove correct, then total revenues from the RTMF over the next twenty years will be approximately \$17.6M, which will provide approximately 28% of the total cost of the projects on the updated Capital Improvements Program (CIP). The remaining 72% of project costs are attributable to existing deficiencies and by law must be covered by some source other than impact fees. The other sources of project funding are identified in Section 3.10 of this report.

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1. Introduction

The western Nevada County Regional Transportation Mitigation Fee (RTMF) program was established in 2001 through a partnership of Nevada County, Nevada City, Grass Valley, and the Nevada County Transportation Commission (NCTC). The program provides a mechanism for new development to pay its fair share towards the cost of construction of the regional system of roads, streets, and highways needed to accommodate growth in western Nevada County.

1.1 Background

The RTMF program operates pursuant to the Mitigation Fee Act, also known as California Assembly Bill 1600 (AB 1600) or California Government Code Sections 66000 et seq., which governs impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including cities, counties, and special districts follow some basic principles when instituting impact fees as a condition of new development. Agencies must:

1. Identify the purpose of the fee. (Government Code Section 66001(a)(1))
2. Identify the use to which the fee is to be put. (Government Code Section 66001(a)(2))
3. Determine that there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed. (Government Code Section 66001(a)(3))
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is to be imposed. (Government Code Section 66001(a)(4))
5. Discuss how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is to be imposed. (Government Code Section 66001(b))

These principles closely emulate two landmark U.S. Supreme Court rulings that each provide guidance on the application of impact fees. The first case, *Nollan v. California Coastal Commission* (1987) 107 S.Ct. 3141, established that local governments are not prohibited from imposing impact fees or dedications as conditions of project approval provided the local government establishes the existence of a "nexus" or link between the exaction and the state interest being advanced by that exaction. The *Nollan* ruling clarifies that once the adverse impacts of development have been quantified, the local government must then document the relationship between the project and the need for the conditions that mitigate those impacts. The ruling further clarifies that an exaction may be imposed on a development even if the development project itself will not benefit, provided the exaction is necessitated by the project's impacts on identifiable public resources.

The second case, *Dolan v. City of Tigard* (1994) 114 S.Ct. 2309, held that in addition to the *Nollan* standard of an essential nexus, there must be a "rough proportionality" between proposed exactions and the project impacts that the exactions are intended to allay. As part of the *Dolan* ruling, the U.S. Supreme Court advised that "*a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city (or other local government) must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development.*"

The combined effect of both rulings is the requirement that public exactions must be carefully documented and supported. This requirement is reiterated by the provisions of the Mitigation Fee Act and subsequent rulings in the California Supreme Court (*Ehrlich v. City of Culver City* (1996) 12 C4th 854) and the California Court of Appeals (*Loyola Marymount University v. Los Angeles Unified School District 45* (1996) Cal.App.4th 1256).

This Nexus Study report is intended to satisfy the requirements of the State of California Mitigation Fee Act. Specifically, this Nexus Study report will outline the purpose and use of the RTMF, the relationship between new development and impacts on the transportation system, the estimated cost to complete necessary improvements to

the regional street system within western Nevada County, and the 'rough proportionality' or 'fair share' fee for differing development types.

In 2021, AB-602 was signed into law, which amended the Mitigation Fee Act to include new requirements regarding the contents (§66016.5(a)(4)) and timing (§66016.5(a)(8)) of nexus studies adopted after July 2022, and how fees for residential development are to be computed (§66016.5(a)(5)). Chapters 2 and 3 of this report fulfill the new requirement to describe changes in input assumptions that led to the changes in fees. Section 3.6 fulfills the new requirements regarding how fees for residential development is to be computed.

1.2 Program Experience to Date

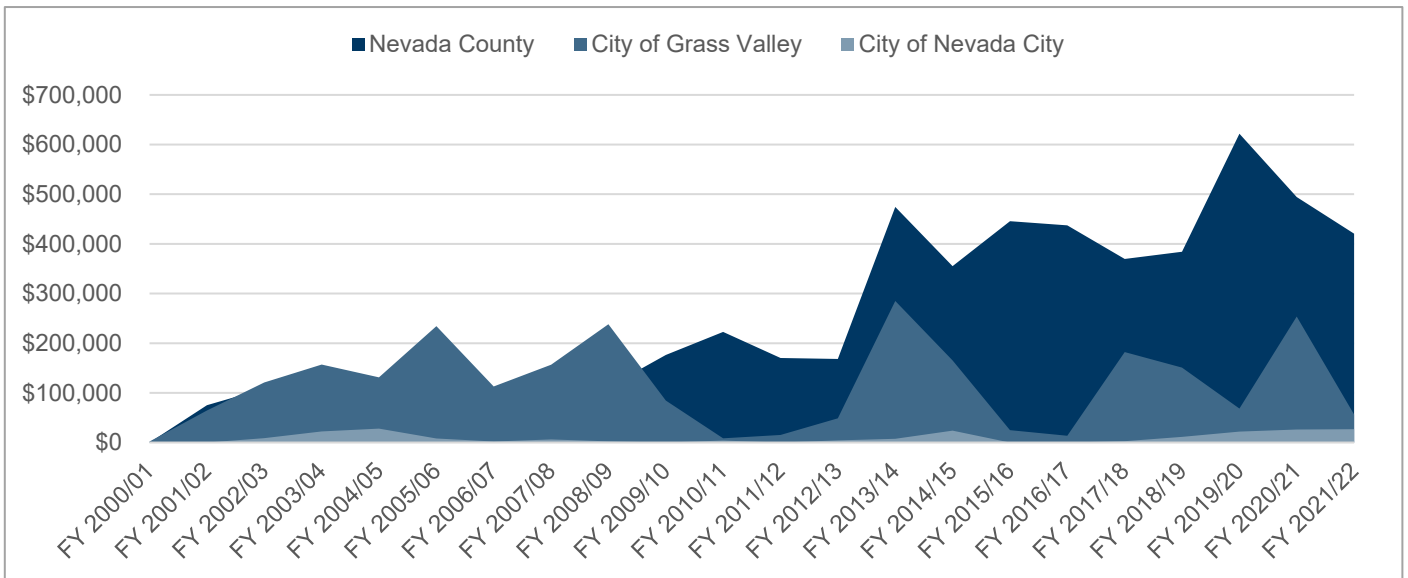
From its inception in fiscal year 2000/2001 until the end of the second quarter of fiscal year 2022/23 a total of \$8.4M was collected in RTMF fees. Of this, 67% came from developments in unincorporated Nevada County, 31% from developments in Grass Valley, and 2% from developments in Nevada City (see Table 1.1 and Figure 1.1).

Table 1.1 RTMF Revenues, 2000 – 2021

Fiscal Year	Nevada County	City of Grass Valley	City of Nevada City	Total
FY 2000/01	\$0	\$1,897	\$0	\$1,897
FY 2001/02	\$75,183	\$64,383	\$0	\$139,565
FY 2002/03	\$108,576	\$120,764	\$8,664	\$238,004
FY 2003/04	\$94,530	\$156,887	\$22,468	\$273,885
FY 2004/05	\$72,575	\$131,114	\$28,028	\$231,717
FY 2005/06	\$138,480	\$234,399	\$7,987	\$380,866
FY 2006/07	\$63,253	\$112,896	\$1,890	\$178,039
FY 2007/08	\$44,445	\$156,834	\$6,308	\$207,587
FY 2008/09	\$111,937	\$238,031	\$2,499	\$352,466
FY 2009/10	\$176,458	\$84,370	\$0	\$260,828
FY 2010/11	\$222,750	\$8,459	\$3,928	\$235,138
FY 2011/12	\$170,155	\$15,178	\$0	\$185,333
FY 2012/13	\$168,255	\$48,771	\$4,201	\$221,228
FY 2013/14	\$474,393	\$284,987	\$7,482	\$766,863
FY 2014/15	\$355,081	\$165,255	\$23,842	\$544,178
FY 2015/16	\$445,599	\$24,798	\$-	\$470,397
FY 2016/17	\$437,147	\$13,622	\$-	\$450,770

Fiscal Year	Nevada County	City of Grass Valley	City of Nevada City	Total
FY 2017/18	\$369,707	\$182,227	\$2,563	\$554,497
FY 2018/19	\$384,019	\$150,821	\$11,378	\$546,218
FY 2019/20	\$621,779	\$68,476	\$21,961	\$712,217
FY 2020/21	\$494,265	\$253,690	\$26,094	\$774,049
FY 2021/22	\$420,561	\$56,527	\$26,862	\$503,950
FY 22/23 Q1, Q2	\$355,081	\$165,255	\$23,842	\$544,178
Total	\$5,623,024	\$2,574,387	\$206,154	\$8,403,565
Percentage Split	67%	31%	2%	100%

Figure 1.1 RTMF Revenues by Year & Jurisdiction



Since the previous nexus study (in 2016), revenues have averaged \$569,000 per year, which is a significant increase from the period prior to the 2014 study, when the average was approximately \$337,000 per year. Despite the higher revenue collection, this was only 34% of the amount anticipated in the previous nexus study (\$1.7M/year). This was due to the suppressive effect of the Great Recession on real estate development and the 2009 housing market crash. On the other hand, NCTC had great success in securing other funds for projects on the Capital Improvement Program (CIP) including a \$19M grant for the Dorsey Drive Interchange which more than made up for the less-than-expected RTMF revenues.

The RTMF has used the revenues it has collected to fund a variety of improvement projects. These are listed in Table 1.2 below. Table 1.2 shows that the RTMF program is important not just for the funding it provides but also because the RTMF dollars are used as local matching funds to leverage funding from other sources.

Table 1.2 *Projects that have Received RTMF Funds (2011-2022)*

Project	RTMF Funding	Funding from Other Sources	Total Funding
East Main/Idaho-Maryland Roundabout	\$1,823,000	\$777,000	\$2,600,000
Dorsey Drive Interchange	\$214,020	\$19,333,980	\$19,548,000
Brunswick/Loma Rica	\$488,790	\$536,865	\$1,025,655
E Main/Bennett St	\$1,500,000	\$0	\$1,500,000
NCTC Admin Annual Administration Charges	\$37,158	\$0	\$37,158
RTMF Update Charges	\$221,244	\$0	\$221,244
Total Paid	\$4,284,212	\$20,647,845	\$24,932,057
	17%	83%	100%

2. Updates to Key Inputs

2.1 Trip Generation Rates

ITE's Trip Generation Manual has been updated with new survey material since the edition that was used in the previous nexus study. The trip generation rates have accordingly been updated to those of the latest (11th) edition.

Table 2.1 shows a detailed correspondence list between general land use categories, the ITE land use codes, and the derivation of the trip generation rate used for broad categories from the individual rates of the sub-categories.

Table 2.1 Trip-Generation Rates by Land Use

Land Use Category	Unit	ITE Code	Weekday Trips per Unit
RESIDENTIAL			
Single Family Detached House	Dwelling Unit	210	9.43
Multi-Family			
Apartment	Dwelling Unit	220	6.74
Low Rise Apartment	Dwelling Unit	221	4.54
Residential Condominium/Townhouse	Dwelling Unit	230	3.44
			<i>Median for Multi-Family</i>
			4.54
Mobile Home in Park	Dwelling Unit	240	7.12
Senior Residential			
Senior Adult Housing - Detached	Dwelling Unit	251	4.31
Senior Adult Housing - Attached	Dwelling Unit	252	3.24
			<i>Median for Senior Residential</i>
			3.78
NON-RESIDENTIAL			
Office			
General Office	KSF	710	10.84
Single Tenant Office	KSF	715	13.07
Office Park	KSF	750	11.07
Business Park	KSF	770	12.44
Clinic	KSF	630	37.60
Medical-Dentist Office	KSF	720	36.00
			<i>Median for Office</i>
			12.76
Industrial			
General Light Industry	KSF	110	4.87
General Heavy Industry	KSF	120	1.50
Industrial Park	KSF	130	3.37
Manufacturing	KSF	140	4.75
			<i>Median for Industrial</i>
			4.06
Warehousing	KSF	150	3.56
Retail/Service - Low			
Building Materials and Lumber	KSF	812	17.05
Hardware/Paint Store	KSF	816	8.07
Furniture Store	KSF	890	6.30
Discount Home Furnishing Superstore	KSF	869	20.00
Tire Superstore	KSF	849	20.37
Department Store	KSF	875	22.88

Land Use Category	Unit	ITE Code	Weekday Trips per Unit
Tire Store	KSF	848	27.69
Factory Outlet Center	KSF	823	26.59
Home Improvement Superstore	KSF	862	30.74
New Car Sales	KSF	841	27.06
<i>Median for Retail - Low</i>			21.63
Retail/Service - Medium			
Discount Club	KSF	857	42.46
Shopping Center	KSF	820	37.01
Electronics Superstore	KSF	863	41.05
Discount Superstore	KSF	813	50.52
Arts and Crafts Store	KSF	879	56.55
Discount Store	KSF	815	53.87
Auto Parts Store	KSF	843	54.57
Specialty Retail Center	KSF	814	63.66
<i>Median for Retail - Medium</i>			50.52
Retail/Service - High			
Nursery (Garden Center)	KSF	817	68.10
Supermarket	KSF	850	93.84
Apparel Store	KSF	876	66.40
Pharmacy/Drugstore w/o Drive Through Window	KSF	880	90.08
Pharmacy/Drugstore with Drive Through Window	KSF	881	108.40
Drive-in Bank	KSF	912	100.35
Quality Restaurant	KSF	931	83.84
High Turnover (Sit-Down) Restaurant	KSF	932	107.20
<i>Median for Retail - High</i>			91.96
Lodging			
Hotel	Room	310	7.99
All Suites Hotel	Room	311	4.40
Business Hotel	Room	312	4.02
Motel	Room	320	3.35
<i>Median for Lodging</i>			4.21
Public & Quasi-Public			
Military Base	KSF	501	0.39
Library	KSF	590	72.05
Government Office Building	KSF	730	22.59
State Motor Vehicles Department	KSF	731	11.21
United States Post Office	KSF	732	103.94
Government Office Complex	KSF	733	27.92
<i>Median for Public Sector</i>			25.26
School K-8th Grade	Student	520 & 522	2.25
School 9th-12 Grade	Student	522 & 530	1.98
Junior/Community College	Student	540	1.15
Other Non-Residential			
All Port and Terminal Uses		000-099	The trip generation for any project in these categories shall be computed using the ITE daily trip-generation rate for their land use type or, at the
All Recreational Uses		300-399	
All Private Institutional Uses (Public Institutions are Exempt)		500-599	
Convenience Market		851	
Convenience Market with Gasoline Pumps		853	
Fast Food Restaurant with Drive Through		934	
Coffee/Donut Shop with Drive Through		937	
Coffee/Donut Shop Drive Through No Seating		938	

Land Use Category	Unit	ITE Code	Weekday Trips per Unit
Gasoline/Service Station		944	discretion of
Gasoline/Service Station with Convenience Market		945	agency staff,
Gasoline/Service Station with Convenience Market and Car Wash			through a
Wash		946	separate traffic
Self-Service Car Wash		947	study

Based on ITE Trip Generation Manual, 11th Ed.
KSF = 1,000 square feet

2.2 Growth Forecasts

Assumptions regarding future growth are critical inputs for a traffic mitigation fee since they help determine both whether roadway deficiencies will develop and how many new homes or square feet of new commercial development will contribute towards the costs of mitigations. Since the RTMF is a long-term program, we must look at long-term trends to arrive forecast growth over the study horizon. Figure 2.1 shows the number of housing starts for California for the period 1954 to 2020.

Figure 2.1 Housing Starts in California by Year²

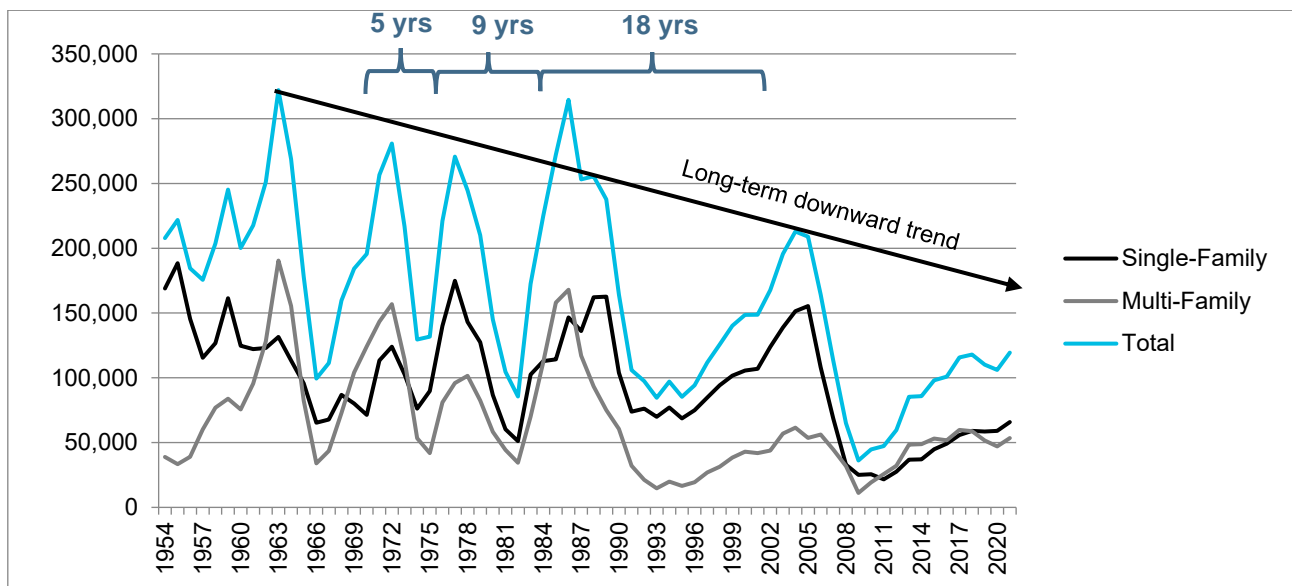


Figure 2.1 shows the unstable nature of the housing market in California, with five major “housing booms” and five “housing busts” occurring during this period. Several patterns are discernible, namely:

- The housing booms are occurring further and further apart. Five years elapsed between the peaks of the 1972 and 1977 booms, 9 years between the peaks of the 1977 and 1986 booms, and 18 years between the 1986 and 2004 booms. If this pattern continues it may be decades before the next peak occurs.
- The size of the booms is trending downwards. The 2004 boom was the smallest of the five, being only about 2/3rds the size of the previous boom.
- From the 1960’s through the 1980’s single-family and multi-family housing was being built in similar quantities in California. Multi-family housing production exceeded single-family housing in 3 of the 4 housing booms in this period. The period from 1990 to 2005, when single-family housing was produced at more than 2½ times the pace of multi-family, appears in retrospect to have been an aberration from the historical pattern. Since 2005, multi-family housing has returned to being about half of all new housing being built.

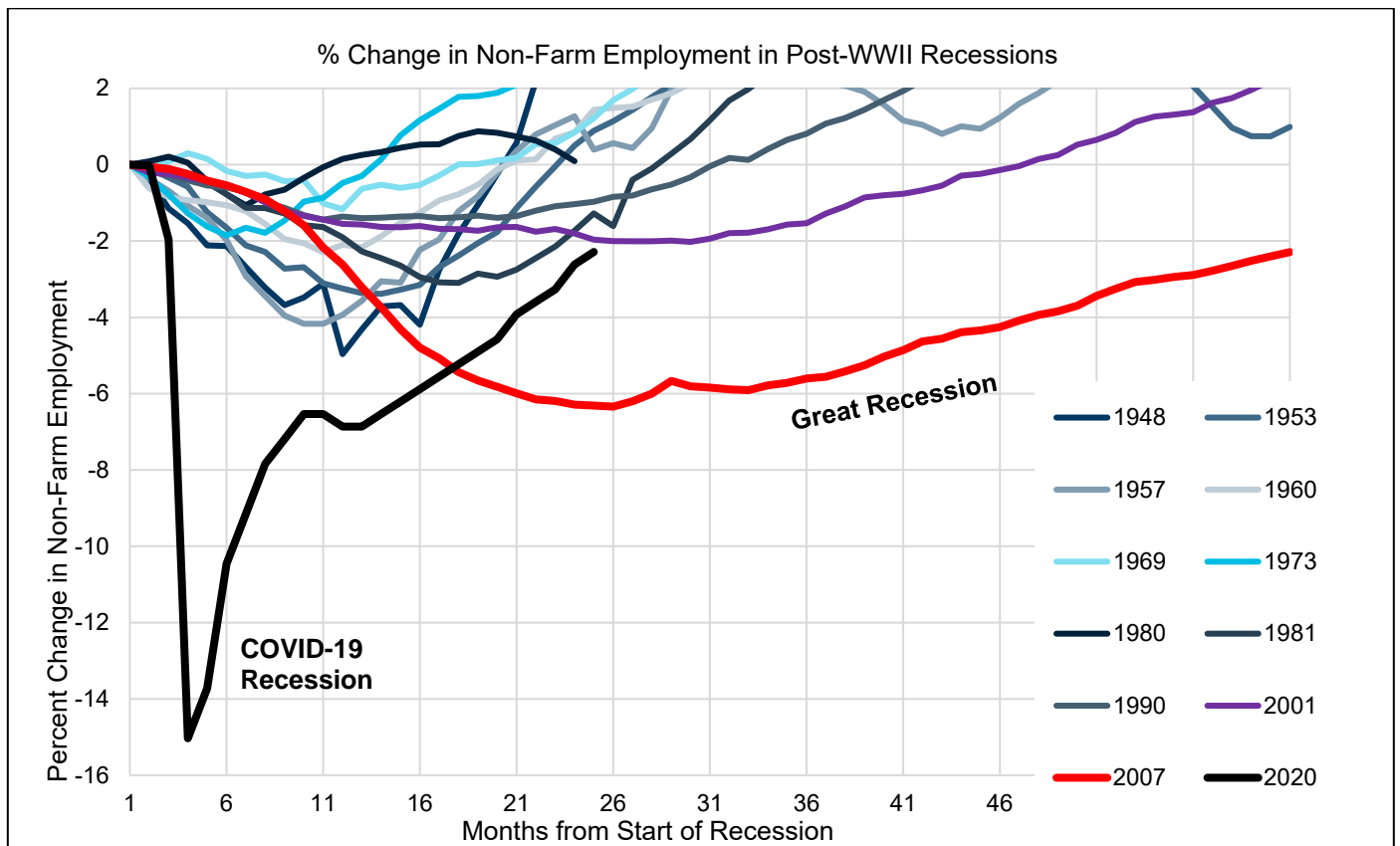
² Source: California Building Industry Association

- The housing market crash in 2008 also affected housing production significantly, where housing production was the lowest it's been since before the 1950's. As shown, the market is on a gradual recovery from that.

The Great Recession was deeper and much longer than any previous recession since WWII (see Figure 2.2) and the collapse of the real estate market was at the heart of the recession. This was, hopefully, a one-off event unlikely to recur within the time horizon of the current study (to 2045). More recently the real estate market has been affected by inflation and construction costs due to supply limitations from COVID. Employment losses with the statewide shut-down were significantly deeper than even the Great Recession. However, employment has bounced back relatively swiftly almost to post-2001 recession levels. There have been long-term travel and housing changes resulting from COVID-19 due to employers implementing flexible schedules and more people working from home. Housing prices were affected, short-term, and there was an increased demand for senior housing due to people going into early retirement from the shut-down and layoffs.

Nevertheless, it seems unlikely that things will “go to back to normal” (i.e., to the conditions prevailing in the 1990-to-2005 period) in terms of real estate development; structural and demographic changes have occurred resulting in a new normal. Any assumptions regarding real estate development that were made based on pre-recession or pre-COVID data therefore need to be re-examined to determine if they remain valid.

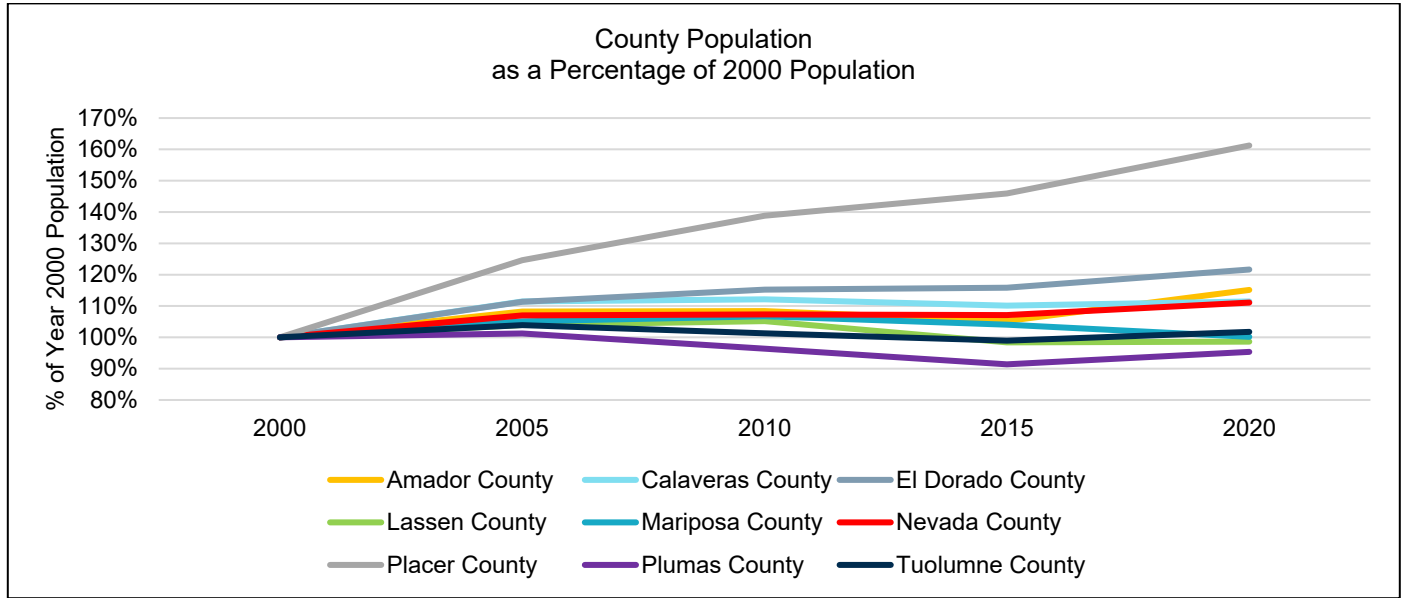
Figure 2.2 US Employment by Year³



Scaling down from the state-wide level to the local level, data from the U.S. Census Bureau shows that in recent years the foothills counties have been growing slowly, if at all, apart from Placer County (see Figure 2.3).

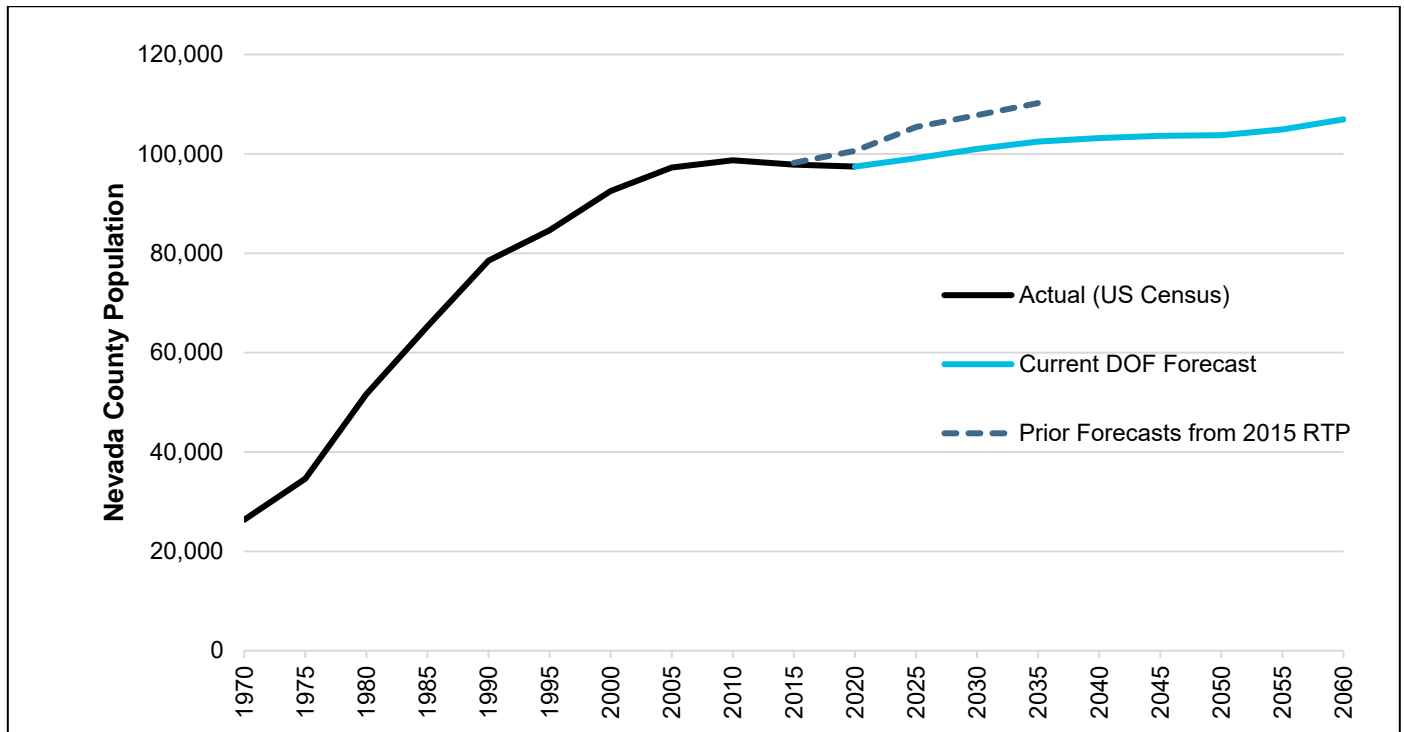
³ Source: Federal Reserve Bank of Minneapolis

Figure 2.3 Foothill Counties Population by Year



Population forecasts by Caltrans⁴ suggests that only modest growth can be expected for the foreseeable future (see Figure 2.4). The DOF’s most recent forecast is for slower growth than had been anticipated in the 2015 forecasts used for the NCTC Regional Transportation Plan (RTP).

Figure 2.4 Nevada County Population by Year - Actual & Forecasted



The growth forecasts used in the previous nexus study, which began in 2012, were based on data collected in the construction boom leading up to the Great Recession. The forecasts used in the current study are based on an

⁴ California Department of Finance. Demographic Research Unit. Report P-2A: Total Population Projections, California Counties, 2010-2060 (Baseline 2019 Population Projections; Vintage 2020 Release). Sacramento, California. July 2021.

assumed lower growth rate and therefore the 2040 population in the current forecast is lower than the prior 2035 forecast used in the previous study.

The lower forecast for future population has several effects on the RTMF, most notably:

- Fewer new households mean less traffic impacts and therefore less need for roadway improvements as mitigation. Some projects may no longer be needed, and a smaller portion of the need will be attributable to new development.
- However, for those projects that are still needed, fewer new dwelling units means that each will have to pay a higher share of the cost.

These trends work in opposite directions; the first would tend to lower fees while the second would tend to raise them. The interaction of these opposing trends is discussed further in a later section of this report.

Based on the growth projections supplied by the local jurisdictions and using the land use categories described in, the growth forecast by land use type is shown in Table 2.2.

Table 2.2 Land Use Growth Forecast

Land Use Category		Entire RTMF Area			% Growth
Description	Unit	Year 2018	Year 2040	Growth	
Residential					
Single-Family Dwelling	DU	31,768	34,353	2,585	8%
Multi-Family Dwelling	DU	2,422	4,003	1,581	65%
Mobile Home	DU	1,540	1,791	251	16%
Senior Housing	DU	1,101	1,561	460	42%
	Total	36,831	41,708	4,877	13%
Non-Residential					
Retail/Service - Low	KSF	1,670	1,925	255	15%
Retail/Service - Medium	KSF	1,336	1,540	204	15%
Retail/Service - High	KSF	334	385	51	15%
Office	KSF	1,256	1,772	516	41%
Office-Medical	KSF	284	337	53	19%
Industrial	KSF	1,924	4,086	2,162	112%
Lodging	Rooms	573	670	97	17%

2.3 Funding from Other Sources

When computing the amount of an impact fee, the amount of funding available from other sources must be deducted from the project cost estimates to ensure that new development is not paying more than the actual cost of the project to the agency. State and federal funds for transportation improvements are channeled through the State Transportation Improvement Program (STIP), which is administered by the California Transportation Commission (CTC). For the purposes of this study there are two key features of the STIP; namely: 1) that the CTC allocates a share of statewide funding to Nevada County which NCTC then allocates among individual projects, subject to later review by the CTC, and 2) that STIP funding is difficult to predict and varies widely from year to year depending on the budget situation on the state level. Under these circumstances the best way to estimate future funding from the STIP is to look at the long-term average of funding from this source. This is done in Table 2.3. Based on the historical

average of \$7.9M/year in STIP funding we estimate that \$158M will be available from this source over the next 20 years.

Table 2.3 Funding Available from Other Sources

Year	Project	STIP Funding
2002	SR 267 Truckee Bypass	\$33,500,000
2012	SR 49/La Barr Meadows Road Intersection Improvements	\$40,500,000
2014	Dorsey Drive Interchange	\$17,000,000
2015	SR 89 Mousehole - Pedestrian/Bike Path	\$6,400,000
2015	SR 49 La Barr Project North to McKnight Widening	\$3,000,000
Total Over 14-Year Period		\$110,800,000
Annual Average of 14-Year Period		\$7,914,000
Amount Available Over 20 Years, Based on 14-Year Annual Average		\$158,280,000

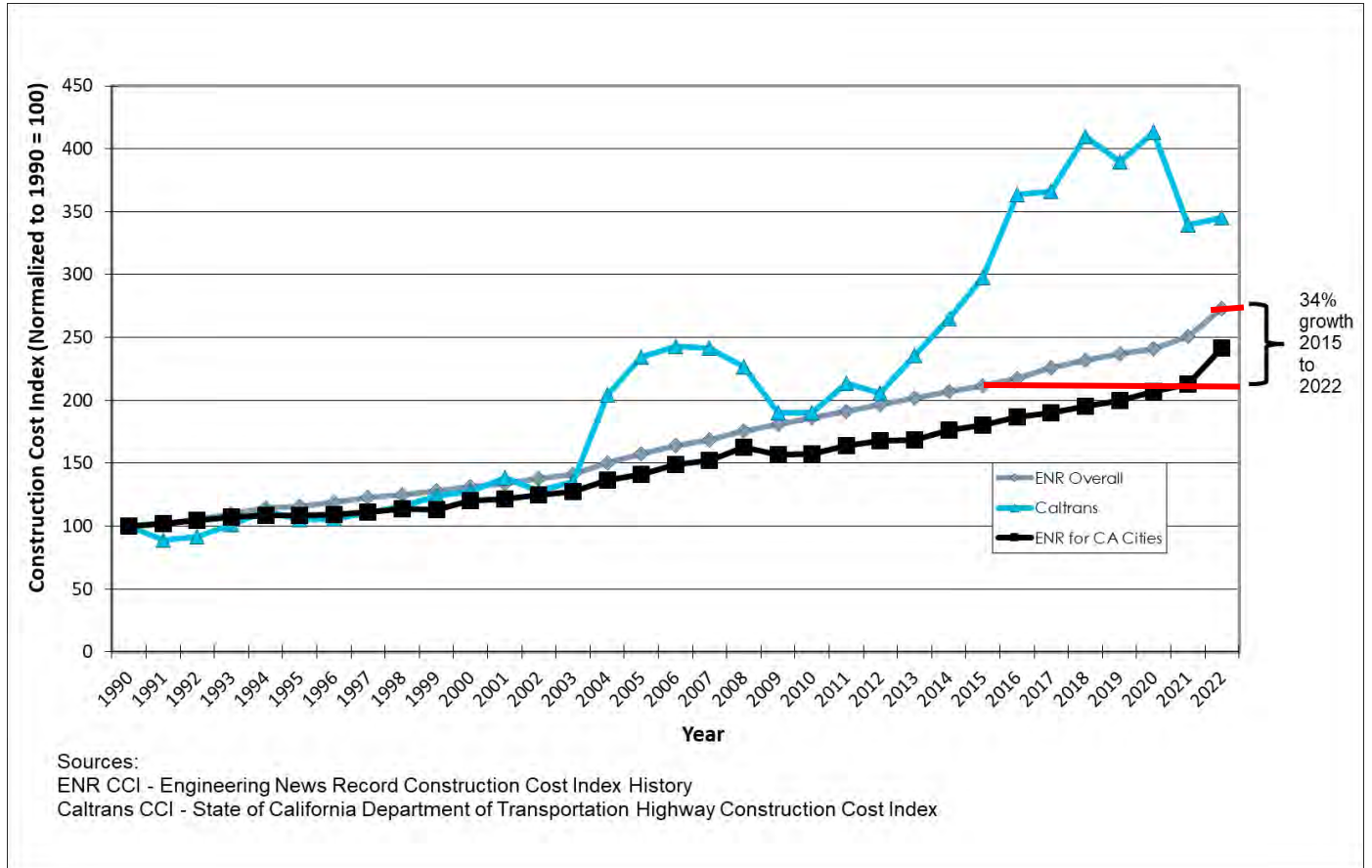
2.4 Updated Project Costs

The cost of road construction has varied significantly over the course of the last decade, so it is important that this be factored into the fee structure for the RTMF.

Figure 2.5 shows Caltrans’ construction price index for highway projects for the period from 1900 to 2022. As shown, there was a slow and stable rise in prices throughout the 1990’s and early years of the 2000’s. However, in 2004 a combination of a construction boom, rising land and fuel costs, and the effect of a weakening U.S. dollar on the cost of imported construction materials, caused construction prices to rise more in a single year than they had in the previous 15 years combined; it is still the highest single-year increase since Caltrans started the index. This was followed in 2005 by the third-highest single-year increase. The rapid increase was followed by a rapid decrease with the collapse of the housing market, which used many of the same construction inputs as Caltrans.

The Caltrans cost index is based on actual bid prices for projects done in the previous year. There is a second cost index, prepared by the Engineering News Record (ENR) that is computed based on the market prices for various major inputs to road projects (concrete, steel, aggregate, etc.). This index is less volatile than the Caltrans index because it does not include the effect of contractors’ changing profit expectations in response to strong or weak market conditions. The two indices are compared in Figure 2.5. The Caltrans index over the past seven years (since 2015) has experienced an overall 16% increase, and a 39% increase between 2015 and 2020, while the ENR index for California cities has experienced a 34% increase, and the ENR overall index have only experienced a 29% increase. The impacts of the COVID-19 pandemic increased and then subsequently lowered the index.

Figure 2.5 Caltrans' Construction Price Index, 1990-2022



NCTC policy specifies that the ENR index for California Cities is to be used as the basis for cost adjustments for the RTMF. This decision was based in part on the relative stability of the ENR index, which makes the fee program more predictable for developers compared to the highly volatile Caltrans index. Therefore, since the ENR (CA) index has risen 34% since the last nexus study, for projects where no recent cost estimates are available, the project cost estimates were increased 34% from the estimates used in the previous nexus study.

3. Updates to the Fee Calculation

An overview of the methodology used to compute the RTMF is provided in the section below, followed by sections providing more in-depth discussion of the key components. These are followed by sections describing the resulting fees and the revenues that would be raised by the RTMF under the different sets of policy options.

3.1 Computation Methodology

The methodology used in the fee computation is outlined in Figure 3.1 below. The major steps include:

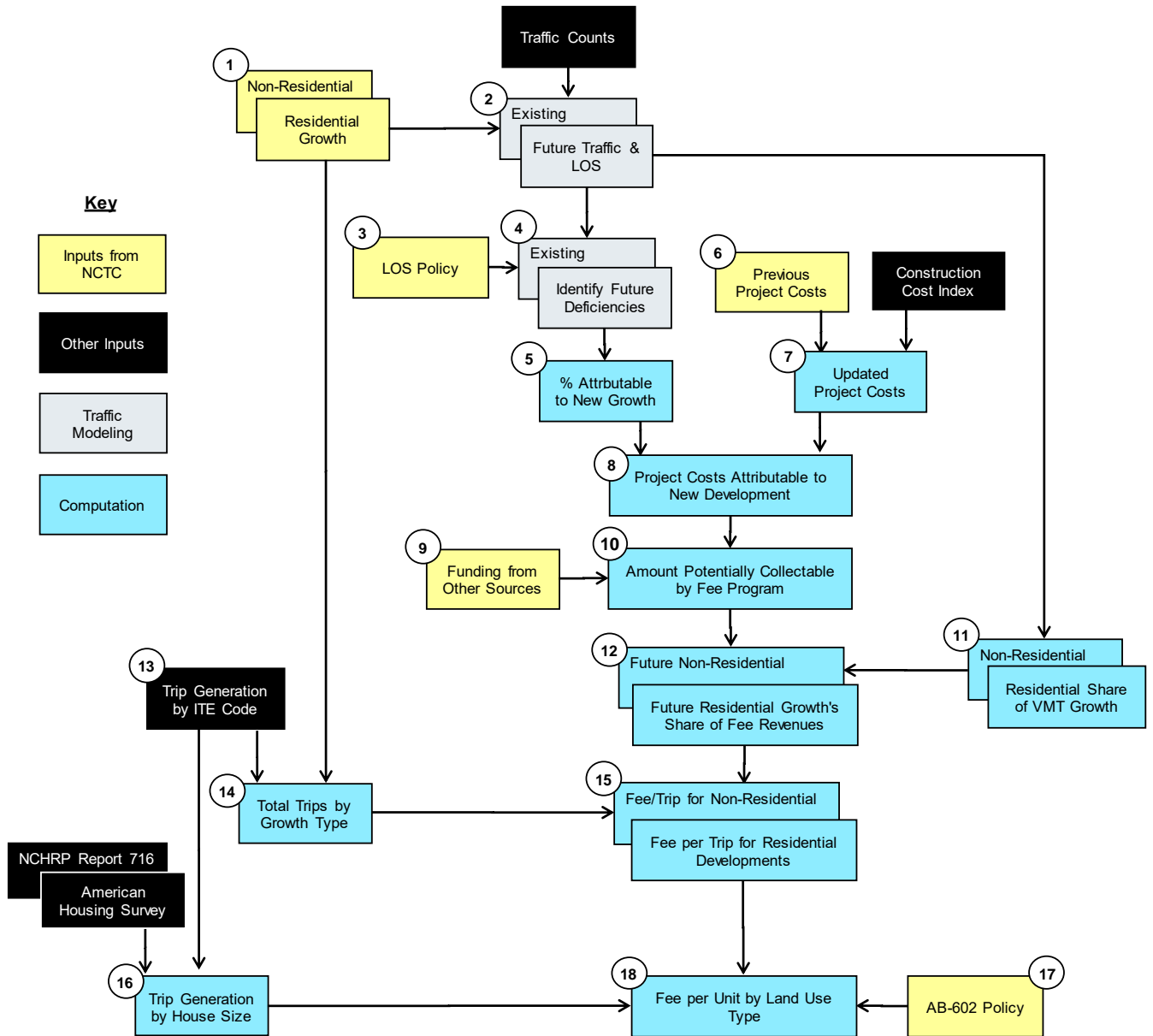
1. The starting point was a set of forecasts for residential and non-residential growth from NCTC, the City of Grass Valley, Nevada City, and Nevada County. The forecasts were described in Section 2.2.
2. The growth forecasts were used as inputs into the NCTC traffic model, which was then used to forecast traffic volumes for 2040. Recent traffic counts were used to find current traffic volumes. The volumes were then used to determine the level of service (LOS) for each potential project site under 2022 and 2040 conditions.
3. Each jurisdiction sets its LOS standards through resolutions, usually as part of its General Plan.
4. The existing and future LOS were compared to the LOS standard to determine where deficiencies currently exist and where they may develop in the future. Potential projects were identified that would correct the deficiencies.
5. The outputs of Step 4 were used to determine the percentage of the need for each potential project that is attributable to new development.
6. The estimated cost for different projects come from a variety of sources, including engineering studies and planning-level estimates.
7. The project cost estimates were updated, if necessary, using the Engineering New Record construction cost index to reflect current prices. This was described in Section 2.4.
8. The outputs from steps 5 and 7 were used to determine the dollar cost for each project that is attributable to new development.
9. Next, any funding that may be available from other sources for the listed projects was identified. This was discussed in Section 2.3.
10. The amount of funding available from other sources was compared to the project costs to determine if it exceeded the amount attributable to existing deficiencies (i.e., not attributable to new development). If so, the surplus of other funds was used to reduce the amount needed from new development. The result was the maximum amount of funding allowable by law that could potentially be collected using the RTMF.
11. The NCTC traffic model was used to determine the percentage share of growth in vehicle-miles traveled (VMT) that will be associated with residential and non-residential development.
12. The results of Steps 10 and 11 were then combined to determine the portion of project costs that could be attributed to new residential and non-residential development.
13. Next, the trip generation rate was determined for each land use type. For residential land uses the unit of measurement was daily trips/dwelling unit, while for non-residential uses trip-generation was measured in terms of daily trips/thousand square feet of space, except for schools, where the unit was daily trips/student and lodging, where daily trips/room were used.
14. The number of new units for each development type was then multiplied by the trip generation rate to produce the total number of new trips associated with each type of land use development.
15. The project funding attributable to residential and non-residential developments (from Step 12) was then divided by the expected number of new residential and non-residential trips (from Step 14) to produce the potential impact fee per trip for each type of unit.
16. AB 602 introduced a requirement that unit size be taken into account when assessing impact fees on new residential development. Data from the American Housing Survey and the National Cooperative Highway

Research Program (NCHRP) were used to estimate trip generation rates for different sized residential units. This is described in Section 3.7.

17. AB 602 offers agencies several options for incorporating dwelling size into a fee program. The NCTC Technical Advisory Committee selected an option that divided new dwellings into small, medium, and large size categories and applies different rates for different types of dwellings. This is described in Section 3.7.
18. The policies from Step 17 were applied to take the fees per trip from Step 15 and combine them with the trip generation rates from Step 13 (for non-residential units) and Step 16 (for residential units) to compute the fee per unit.

The next sections describe several key steps in the process in more detail.

Figure 3.1 Fee Computation Methodology Flowchart



3.2 Existing & Future Deficiencies

Existing and future deficiencies were identified by comparing the existing and future LOS to the LOS standards adopted by the local jurisdictions. For unincorporated Nevada County the LOS standard is D in all locations. For Grass Valley, the General Plan calls for LOS D at most locations. However, in some locations LOS E is allowed in order to maintain the walkable character of the historic downtown area⁵. For Nevada City, the LOS standard is at LOS D.

Table 3.1 shows the existing and future LOS at the project locations listed in the previous nexus study. Existing and forecasted traffic volumes and the LOS worksheets are included in the Appendix. Several additional sites were identified as potentially requiring improvement; these were added to the bottom of the table.

The previous nexus study (2016) identified 11 projects for the fee program. Of these:

- 2 have been completed but not yet paid for. This includes the Dorsey Drive Interchange, which was financed through bonds that will be repaid through the RTMF program, and improvements at the East Main/Bennett/Richardson intersection, which the City of Grass Valley paid for and will be seeking reimbursement from NCTC.
- 1 is now deemed unnecessary, due to the new, lower growth expectations.
- 8 are recommended to be retained in the fee program.

In addition, two new locations were considered: SR-49 south of McKnight Way (PM 13.1 to PM 11.0), and SR 174/Colfax Highway at Brunswick Road. These two locations were identified as having a future deficiency and being eligible for inclusion in the RTMF program.

The proposed improvements identified for the fee program are listed below:

1. SR 49 Interchange at Dorsey Drive – new interchange (already constructed, retain for reimbursement)
2. E. Main Street at Bennett Street/Richardson Street – install a traffic signal (constructed, retain for reimbursement)
3. SR 49 Southbound – PM 13.1 to PM 11.0 – widen to 2 lanes
4. SR 49 at McKnight Way – Interchange improvement project
5. McCourtney Road at SR 20 Eastbound Ramps – intersection improvements
6. SR 20/49 Northbound Ramps at Idaho-Maryland Road – install traffic signal
7. SR 20/49 at Uren Street – intersection improvements or traffic signal
8. Brunswick Road at SR 174/Colfax highway - intersection improvements or traffic signal
9. SR 29 at Coyote Street – intersection improvements

⁵ See City of Grass Valley Resolution 2013-33

Table 3.1 Existing & Future LOS at Proposed Project Locations

Project ID (Prior 2015 Study)	Project ID (New)	Intersection	Traffic Control	LOS Standard	Previous Nexus Study (Existing)		Previous Nexus Study (2035)		Current Nexus Study (Existing)		Current Nexus Study (2040)		Notes
					Delay (sec/veh) or ADT	LOS	Delay (sec/veh) or ADT	LOS	Delay (sec/veh) or ADT	LOS	Delay (sec/veh) or ADT	LOS	
1	1	SR 20/49 SB Ramps/Dorsey Dr	Signal	D	10.8	B	40.4	D	N/A		N/A		Improvements identified in the previous study have already been built - keep for reimbursement.
		SR 20/49 NB Ramps/Dorsey Dr	Signal	D	13.2	B	13.0	B	N/A		N/A		
	2	E. Main St/Bennett/Richardson	Signal	D					N/A		N/A		The improvements identified in the original RTMF study have already been built. Keep for reimbursement.
		SR-49: South of McKnight Way to PM 13.1	4-lane Freeway	D	26,085	C	27,800	C	27,500	C	37,440	C	
	3	SR-49: PM 13.1 to PM 11.0	2-lane Highway	D					27,500	F	37,440	F	Deficient for 2-lane highway section.
2		SR-49: South of La Barr Meadows Rd (SB)	1 lane	D	11,604	F	12,050	F	12,400	F	16,470	F	Has 2 lanes NB and 1 lane SB, so LOS is different for the two directions of travel. Deficiency remains, however funding not identified and too costly to keep in program.
		SR-49: South of La Barr Meadows Rd (NB)	2 lanes	D	11,604	C	12,050	C	12,400	C	17,190	E	
3		SR-49: South of Alta Sierra Dr (SB)	1 lane	D	11,498	F	11,650	F	12,800	F	15,500	F	Has 2 lanes NB and 1 lane SB, so LOS is different for the two directions of travel. Deficiency remains, however funding not identified and too costly to keep in program.
		SR-49: South of Alta Sierra Dr (NB)	2 lanes	D	11,498	C	11,650	C	12,800	C	16,550	D	
4		SR-49: South of Wolf Creek		D	27,852	F	28,300	F	23,300	F	31,490	F	Deficiency remains, however funding not identified and too costly to keep in program.
		SR-20/49: Bennett St to Idaho-Maryland Rd		D					54,400	C	39,500	D	Reviewed at NCTC's request. No deficiency found.
5	4	McKnight Way/Taylorville Rd	SSSC	D	13.3	B	14.5	B	12.1	B	13.6	B	Deficient in both previous and current nexus study. An in-depth Intersection Control Evaluation (ICE) was performed in 2018/19, which determined that the complex turning movements in these 4 closely-spaced intersections would always result in at least one intersection failing. The recommended solution was several roundabouts. The attribution to future development is based on the change in entering volumes.
		McKnight Way/SR 49 NB Ramps	Signal	D		F	14.8	B	16.8	B	21.1	C	
		McKnight Way/SR 49 SB Ramps	Signal	D		F	41.5	D	13.1	B	16.8	B	
		McKnight Way/S Auburn St/La Barr Meadows Rd	SSSC	D	13.3	B	14.5	B	20.4	C	106.3	F	
6	5	McCourtney Rd/SR 20 EB Ramps	SSSC	D	155.8	F	155.4	F	43.5	E	127.3	F	Deficiency remains.
7	6	SR 20/49 NB Ramps/Idaho Maryland Rd	AWSC	D	20.6	C	50.8	F	22.1	C	62.9	F	Deficiency remains.
8		SR 20/49 NB Ramps/Ridge Rd/Gold Flat Rd	AWSC	D	19.3	C	21.5	C	17.6	C	19.9	C	Reviewed again. Not deficient under prior or revised assumptions.
		SR 20/49 SB Ramps/Ridge Rd/Gold Flat Rd	AWSC	D	39.7	E	55.2	F	26.6	D	31.7	D	Deficient in previous nexus study but not deficient under revised assumptions (lower counts and higher peak hour factor).
9	7	SR 20/SR 49/Uren St	SSSC	D	OVR	F	OVR	F	OVR	F	OVR	F	Deficiency remains.
		Brunswick Rd/E Bennett St/Greenhorn Rd	AWSC	D	21.3	C	41.4	E	19.0	C	27.5	D	Deficient in previous nexus study but not deficient under revised assumptions; slightly lower forecasts. LOS D/E cusp.
	8	Brunswick Rd/SR 174/Colfax Highway	SSSC	D	17.1	C	20.4	C	33.3	D	59.5	F	Deficient in 2008 study but not in 2016 forecast. Revised base and forecast models shows deficiency in future.
		SR-49/Cement Hill Rd	SSSC	D	23.7	C	34.0	D	16.5	C	20.5	C	NCTC requested to review again. No deficiency.
11	9	SR-49/Coyote St	SSSC	D	66.5	F	116.9	F	44.3	E	54.3	F	Deficiency remains.
		State Highway Projects											Listed individually - REMOVED
		Admin Costs and 5-year reviews											Computed as a percentage of total project costs.

Notes:

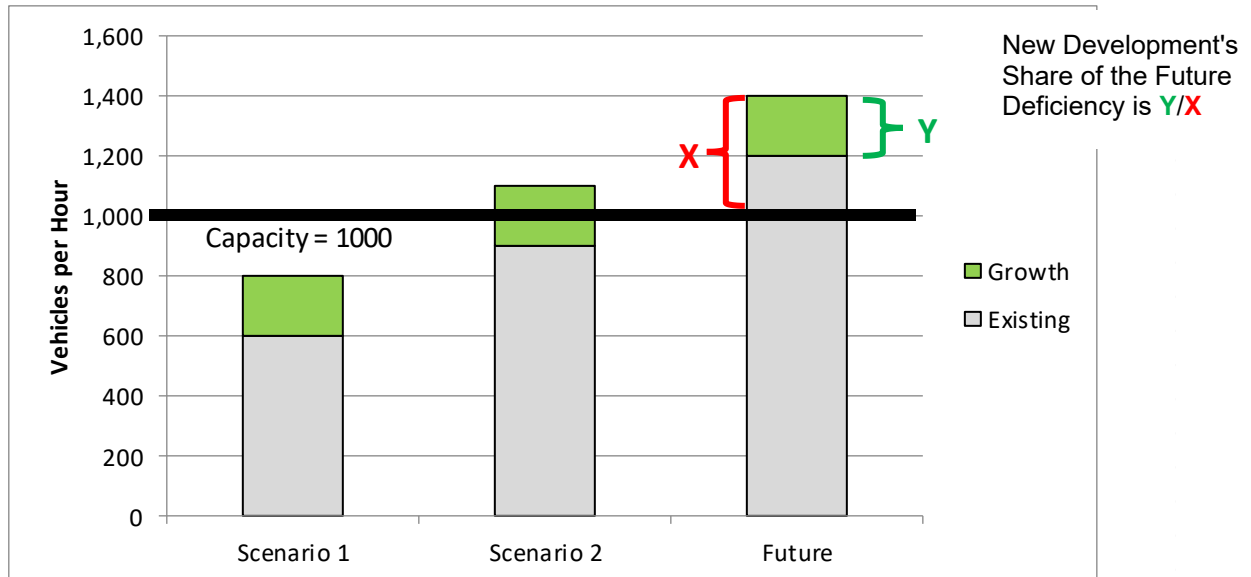
- For signalized intersections average delay and LOS for all approaches are reported.
- "AWSC" means "all way stop-controlled." For AWSC intersections, average intersection delay and LOS are reported.
- "SSSC" means "side-street stop controlled." For SSSC intersections, delay and LOS for the worst performing approach are reported.
- "OVR" means >300 seconds of delay per vehicle.

LOS results beyond the LOS standards are shown in gray cells with bold text.

3.3 Portion of Project Need Attributable to New Development

The procedure for determining the percentage of the need to improve a roadway facility that is attributable to new development is illustrated in Figure 3.2.

Figure 3.2 Percent Attributable Cases



The capacity is the maximum volume that can be accommodated at the adopted LOS. Figure 3.2 shows a hypothetical roadway with a capacity of 1,000 vehicles/hour. There are three possible cases, namely:

- In Case 1, the roadway facility is operating at below its capacity under existing conditions and is forecast to continue to do so under future (2040) conditions. In such cases there is no deficiency and so no impact fees can be collected for the project⁶.
- In Case 2 the facility operates below its maximum capacity under existing conditions, but the capacity is insufficient to accommodate the expected future growth in traffic. In such cases the need to provide additional capacity is entirely attributable to new development.
- In Case 3 the traffic using the facility already exceeds its rated capacity and the expected growth in traffic will exacerbate the situation. In such cases the percentage attributable to new development is the portion of the volume beyond the rated capacity that comes from new development (Y/X).

Table 3.2 shows how this methodology was applied to the projects identified in Table 3.1 as having existing and/or future deficiencies.

⁶ This is not to say that the project is not justified; only that the justification is unrelated to the need to provide additional capacity to accommodate future development. The seismic retrofit of a bridge would be an example of a project where the need is not based on insufficient capacity.

Table 3.2 Percent of Project Need Attributable to New Development (Project LOS)

Project ID (from Previous Study)	Project ID (New)	Facility	Location	LOS Standard	Existing				Future (2040) Without Improvements				% of Deficiency Attributable to New Development
					Peak-Hour Entering Volume or ADT	Capacity*	V/C Ratio	LOS	Peak-Hour Entering Volume or ADT	Capacity*	V/C Ratio	LOS	
					(A)	(B)	(C)=(A)/(B)	(D)	(E)	(F)	(G)=(E)/(F)	(H)	
1	1	Dorsey Drive Interchange		D						(keep for reimbursement)			33%
	2	E. Main St	@Bennett/Richardson	D						(keep for reimbursement)			100%
	3	SR-49	PM 13.1 to PM 11.0	D	27,500	16,650	1.65	F	37,440	16,650	2.25	F	48%
5,10	4	McKnight Way	@ S. Auburn St/La Barr Meadows Rd	D				C				F	100%
6	5	McCourtney Rd	@ SR 20 Eastbound Ramps	D	1,072	980	1.09	E	1,230	980	1.26	F	63%
7	6	SR 20/49 NB Ramps	@ Idaho-Maryland Road	D				C				F	100%
9	7	SR 20/49	@ Uren Street	D	1,492	1,190	1.25	F	1,685	1,190	1.42	F	39%
	8	Brunswick Road	@ SR 174/Colfax Highway	D				D				F	100%
11	9	SR 49	@ Coyote Street	D	1,132	960	1.18	E	1,260	960	1.31	F	43%

* For roadway segments, capacity is as defined in the General Plan. For intersections, capacity is defined as the maximum sum of the approach volumes that does not exceed the LOS standard

** Calculated using model runs that showed the percentage of future traffic was attributable to existing demand and how much was attributable to new demand

*** Not in previous nexus study

V/C Ratio = Volume to Capacity ratio

As can be seen from Table 3.2, of the 11 sites where deficiencies were identified, there were only 2 locations where the need for the project is wholly attributable to new development (i.e., Case 2 in Figure 3.2). In the 9 other locations a deficiency already exists to some degree and new development is responsible for only a portion of the need for improvement (i.e., Case 3 in Figure 3.2).

3.4 Determination of Amount Collectible through the RTMF

The amount potentially collectible through the RTMF program was calculated using the updated project costs, the percentage of project need attributable to new development shown in Table 3.2, and the funding available from other sources shown in Table 2.3. This calculation is shown in Table 3.3.

Column F in Table 3.3 shows funding available that is in excess of the funding needed to correct existing deficiencies (Column D). The funds shown in Column J show how future development in Nevada County has benefitted from state and federal grant funding, since if funds had not come from those other sources, then these amounts would have been collectible from new development through impact fees.

Additionally, a policy decision was made to remove several widening projects along SR 49 in this update. This is due to the high cost associated with those improvements (approximately >\$200M) and the fact that funds from other sources for the portion not funded through the fee program are not realistically attainable. However, NCTC will continue to pursue funding sources for the SR 49 widening improvements and these projects may return in the next update of the nexus study. Please note that SR 49 southbound from post mile 13.1 to 11.0 continues to be in the program because funding for that section has been identified.

Table 3.3 Amount Potentially Collectable Through RTMF between 2023 to 2040 (Project Costs)

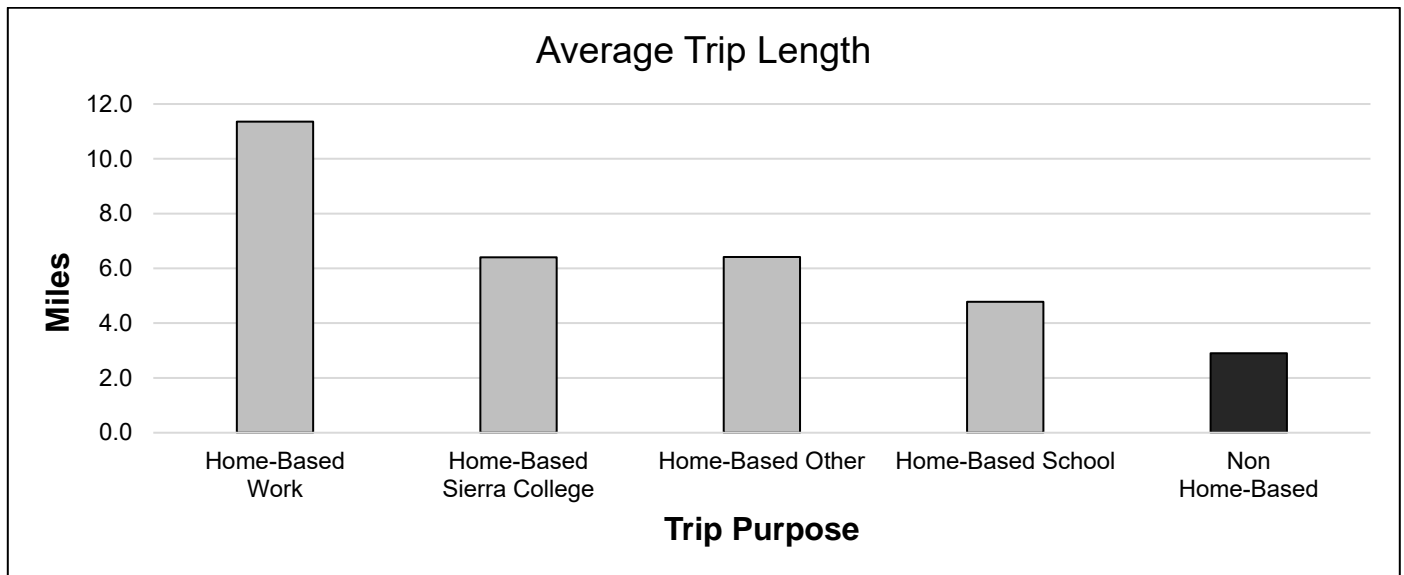
Project ID (New)	Facility	Location	Updated Cost Estimate	% of Need Attributable to New Development	Costs Attributable to New Development	Costs Attributable to Existing Deficiencies (not New Development)	Funding from Other Sources (STIP, SHOPP, etc.)	Funds from other sources beyond what is needed for existing deficiencies	Amount Potentially Collectable from Mitigation Fees	RTMF Funds Currently Available	RTMF Funds Collected in Prior Years	RTMF Funds Previously Collected	Amount Potentially Collectable from Mitigation Fees	Funds Needed from Other Sources
1	SR-49 Interchange	Dorsey Drive	\$24,000,000	33%	\$7,991,555	\$16,008,445	\$19,385,609	\$3,377,164	\$4,614,391	\$1,016,041	\$1,713,691	\$2,729,732	\$1,884,659	\$0
2	E.Main St	@ Bennett St/Richardson	\$1,500,000	100%	\$1,500,000	\$0	\$0	\$0	\$1,500,000	\$0	\$1,500,000	\$1,500,000	\$0	\$0
3	SR-49 SB	PM 13.1 to PM 11.0 (SB)	\$21,000,000	48%	\$10,040,404	\$10,959,596	\$18,400,000	\$7,440,404	\$2,600,000	\$0	\$0	\$0	\$2,600,000	\$0
4	McKnight Way Interchange	@ S. Auburn St/La Barr Meadows Rd	\$9,663,269	100%	\$9,663,269	\$0	\$2,000,000	\$2,000,000	\$7,663,269	\$0	\$0	\$0	\$7,663,269	\$0
5	McCourtney Rd	@ SR 20 EB Ramps	\$2,083,969	63%	\$1,317,068	\$766,901	\$0	\$0	\$1,317,068	\$0	\$0	\$0	\$1,317,068	\$766,901
6	SR 20/49 NB Ramps	@ Idaho Maryland Rd	\$1,847,696	100%	\$1,847,696	\$0	\$0	\$0	\$1,847,696	\$0	\$0	\$0	\$1,847,696	\$0
7	SR 20/SR 49	@ Uren St	\$1,457,566	39%	\$568,304	\$889,263	\$0	\$0	\$568,304	\$0	\$0	\$0	\$568,304	\$889,263
8	Brunswick Road	@ SR 174/Colfax	\$1,384,179	100%	\$1,384,179	\$0	\$0	\$0	\$1,384,179	\$0	\$0	\$0	\$1,384,179	\$0
9	SR-49	@ Coyote St	\$468,604	43%	\$199,938	\$268,666	\$0	\$0	\$199,938	\$0	\$0	\$0	\$199,938	\$268,666
10	program)			100%									\$349,302	
Total			\$63,405,283		\$34,512,413	\$28,892,870	\$39,785,609	\$12,817,568	\$21,694,845	\$1,016,041	\$3,213,691	\$4,229,732	\$17,814,415	\$1,924,829
As a percent of total costs for needed projects					54%	46%	63%	20%	34%	2%	5%	7%	28%	3%

3.5 Residential & Non-Residential Shares of Traffic Impacts

Vehicle-miles travelled (VMT) is the main indicator of traffic impacts. VMT takes into account the fact that traffic impacts are proportional both to the number of new trips associated with the development and the average length of those trips. Outputs from the NCTC Travel Demand Model were used to forecast the growth in VMT for the five different types of trips that are represented in the model. The growth in VMT from new development was attributed to residential and non-residential developments based on trip type. Standard practice for how to do this can be found in NCHRP Report 187⁷, a primary reference for travel estimation techniques used in travel demand modeling, which states that "HBW (Home Based Work) and HBNW (Home Based Non-Work) trips are generated at the households, whereas the NHB (Non-Home Based) trips are generated elsewhere." NCTC policy follows this practice by attributing all trips beginning or ending at the traveler's home (roughly 2/3rds of all trips) to the residential land use while all trips not involving a residential location (roughly 1/3rd of all trips) are attributed to non-residential land uses. The Non-Home-Based trips include things like trip chaining between locations other than the traveler's home.

Figure 3.3 shows the average trip length by trip purpose in the NCTC traffic model. The four home-based trip purposes, shown in grey, have longer average lengths than non-home-based trips. VMT-based fees tend to shift the incidence of the fees away from non-residential development and more towards residential development, compared to trip-based fees.

Figure 3.3 Average Trip Length by Trip Purpose



The forecast growth in VMT from residential and non-residential land uses is shown Table 3.4.

Table 3.4 Percentage of VMT Growth Attributable to Residential & Non-Residential Development

Trip Purpose	Growth in VMT	% of Total VMT Growth
Attributable to Residential Development		
Home-Base Other Trips	122,759	36%
Home-Base Work Trips	169,544	49%

⁷ Quick Response Urban Travel Estimation Techniques and Transferable Parameters User's Guide, Transportation Research Board, 1978

Trip Purpose	Growth in VMT	% of Total VMT Growth
Home-Based School Trips	2,068	1%
Home-Based Sierra College Trips	1,427	0%
Attributable to Non-Residential Development		
Non-Home-Based Trips	47,670	14%
Total	343,467	100%

Based on this calculation, 86% of VMT growth was attributed to residential development and 14% was attributed to non-residential development.

3.6 Consideration of Residential Floor Area

Since the 2016 nexus study, the State of California has instituted a new policy⁸ pertaining to fees on residential developments. California Government Code (CGC) Section 66016.5(a)(5), which is new with the enactment of AB-602, states that,

“(A) A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.

(B) A nexus study is not required to comply with subparagraph (A) if the local agency makes a finding that includes all of the following:

- (i) An explanation as to why square footage is not appropriate metric to calculate fees imposed on housing development project.*
- (ii) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.*
- (iii) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.*

(C) This paragraph does not prohibit an agency from establishing different fees for different types of developments.”

AB 602 applies to impact fee programs generally and was not specifically designed to suit transportation impact fees regarding trip generation and unit size. Web research revealed that there are currently no well-established sources for trip generation rates based on residential unit size. However, data on the number of persons per household can be obtained from the U.S. Census Bureau’s American Housing Survey, and data on the number of trips by household size is available from the National Cooperative Highway Research Program (NCHRP) Report 716, *Travel Demand Forecast: Parameters and Techniques*. This data was combined as shown in Table 3.5.

⁸ Assembly Bill 602, signed into law in September 2021.

Table 3.5 Computation of Average Trip Generation by Dwelling Size Category

Persons per Household	Trips per Household	Less than 1,500 sq.ft			1,501 to 2,500 sq.ft			Greater than 2,500 sq.ft		
		Number of Units	Percent of Units	Trips	Number of Units	Percent of Units	Trips	Number of Units	Percent of Units	Trips
	(A)	(B)	(C)=(B)*Σ(B)	(D)=(A) *(C)	(E)	(F)=(E)* Σ(E)	(G)=(A)*(F)	(H)	(I)=(H)*Σ (H)	(J)=(A)*(I)
1	4.1	21,895	39%	1.58	7,828	20%	0.81	2,387	12%	0.48
2	8.2	18,076	32%	2.61	14,701	37%	3.04	7,754	38%	3.11
3	11.2	7,592	13%	1.50	6,928	17%	1.96	3,098	15%	1.70
4	16.1	5,355	9%	1.52	5,928	15%	2.41	4,106	20%	3.24
5	18.6	2,368	4%	0.78	2,754	7%	1.29	1,924	9%	1.75
6	18.6	907	2%	0.30	989	2%	0.46	755	4%	0.69
7+	18.6	525	1%	0.17	553	1%	0.26	398	2%	0.36
Total		56,718	100%	8.46	39,681	100%	10.22	20,422	100%	11.33
Average Persons Per Household		2.17			2.66			2.97		
Trip-Gen Rate as a % of SFD Average		83%			100%			111%		
Sources:		Columns (A),(C) - NCHRP Report 716, Columns (B), (E), and (H) - American Housing Survey								

As can be seen in Table 3.5, although the trip generation rate is somewhat related to the size of the residence, it is not directly proportional to the floor area, as is assumed in Section 66016.5(a)(5)(A). We therefore find, pursuant to Section 66016.5(a)(5)(B)(i), that it would not be appropriate to use square footage directly as the metric of traffic impacts for the purposes of this fee program. We instead find, pursuant to Section 66016.5(a)(5)(B)(ii), that the data supports basing the fees on new small, medium, and large-sized homes on the relationships shown in the bottom row of Table 3.5. We further find, pursuant to Section 66016.5(a)(5)(B)(iii), that these relationships would ensure that smaller units would not be charged disproportionate fees compared to larger units.

CGC Section 66016.5(a)(5)(C) allows agencies to establish different fees for different types of developments. In alignment with AB 602, NCTC believes that fees on multi-family and senior housing should be set lower than those of single-family dwellings, in recognition of their lower trip generation rates. Unfortunately, a calculation like that shown in Table 3.5 could not be done for these other classes of residential development because the American Housing Survey only has data on the number of persons per household for single-family dwellings (Table 3.5 uses SFD data). DUEs for multi-family, mobile homes, and senior age-restricted housing were therefore calculated based on their respective PM peak-hour trip-generation rates found in ITE’s *Trip Generation Manual*. The average size for these housing types in the RTMF fee area falls within the “Small” category, so the ITE average rate for them was used to compute the “Small” value. The ratio of the values shown in the bottom row of Table 3.5 were then used to compute the DUEs for “Medium” and “Large” multi-family, mobile homes, and senior age-restricted housing. The results as shown in Table 3.6.

Table 3.6 Computation of Dwelling DUEs by Size and Dwelling Type

Dwelling Type	ITE 11th Edition Trip-Gen Rate (Daily)	Average Unit as % of Average SFD Trip-Gen Rate	Dwelling Unit Equivalents (DUE)		
			Small (< 1,500 sq.ft)	Medium (1,501 to 2,500 sq.ft)	Large (> 2,500 sq.ft)
Single-Family Dwelling	9.43	100%	0.83	1.00	1.11
Multi-Family Dwelling	4.54	48%	0.48	0.58	0.64
Senior Age-Restricted	3.78	40%	0.40	0.48	0.54
Mobile Home	7.12	76%	0.76	0.91	1.01

Since fees are based on DUEs, as can be seen in Table 3.6, the highest fees would be paid by large single-family dwellings, which would pay 111% of the base rate for SFD. The lowest fees would be paid by small senior dwellings, which would pay 40% of the base rate.

3.6.1 Accessory Dwelling Units (ADUs)

In addition to the considerations discussed above pursuant to AB-602, a separate piece of legislation, SB-13, passed in 2019, establishes a new system for assessing fees on accessory dwelling units (ADUs). It amended CGC Section 65852.2(3)(A)(f)(3) to read,

“A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.”

Based on this sub-section, if an ADU is smaller than 750 square feet then it is exempt from RTMF fees. Fees on ADU’s larger than 750 square feet require a two-part calculation. First the RTMF fee that would be charged to the primary unit (if it were new) is calculated, then the fee on the ADU is computed based on the ratio of its floor area in relation to the primary unit. For example, if the primary dwelling was 2,000 sq.ft. and would be charged a fee of \$800, then an ADU 1,000 sq.ft. in size on that property would be charged a fee of \$400.

3.7 Determination of Total Trips and Fee per Trip

As described earlier, the next step in the process is to determine the total number of trips for residential and non-residential development. For residential units, the total number of new dwelling units from Table 2.2 is split amongst small, medium, and large unit sizes, and then multiplied by the trip generation rate for each category (see Table 2.1) and also by the DUE for each dwelling size from Table 3.6. For non-residential units, the total trips were calculated by multiplying the trip generation rate for each land use category (see Table 2.1) by number of new units of each land use type (Table 2.2). The results are shown in Table 3.7.

Table 3.7 Total Trips by Land Use - Residential and Non-Residential Trips

Land Use	Unit	Trip-Gen Rate	Estimated Split of Residential Units by Dwelling Type	# of New Units	Dwelling Unit Equivalent (DUE)	Daily Trips
		(A)	(B)	(C)=(C _{Total})*(B)	(D)	(E)=(A)*(C)*(D)
Residential						
Single-Family Dwelling Totals	DU			2,585		23,844
Small (<1,500 sq.ft.)	DU	9.43	29%	750	83%	5,870

Land Use	Unit	Trip-Gen Rate	Estimated Split of Residential Units by Dwelling Type	# of New Units	Dwelling Unit Equivalent (DUE)	Daily Trips
		(A)	(B)	(C)=(C _{Total})*(B)	(D)	(E)=(A)*(C)*(D)
Medium (1,500-2,500 sq.ft.)	DU	9.43	46%	1,189	100%	11,212
Large (<2,500 sq.ft.)	DU	9.43	25%	646	111%	6,762
Multi-Family Dwelling Totals	DU			1,581		3,445
Small (<1,500 sq.ft.)	DU	4.54	100%	1581	48%	3,445
Medium (1,500-2,500 sq.ft.)	DU	4.54	0%	0	58%	0
Large (<2,500 sq.ft.)	DU	4.54	0%	0	64%	0
Mobile Home in Park	DU			251		1,460
Small (<1,500 sq.ft.)	DU	7.12	63%	158	76%	855
Medium (1,500-2,500 sq.ft.)	DU	7.12	36%	90	91%	583
Large (<2,500 sq.ft.)	DU	7.12	1%	3	101%	22
Senior Housing	DU			460		819
Small (<1,500 sq.ft.)	DU	3.78	29%	133	40%	201
Medium (1,500-2,500 sq.ft.)	DU	3.78	46%	212	48%	384
Large (<2,500 sq.ft.)	DU	3.78	25%	115	54%	234
Total Residential						29,568
Non-Residential						
Retail - Low	KSF	24.74		255		5,514
Retail - Medium	KSF	47.62		204		10,306
Retail - High	KSF	91.96		51		4,690
Office	KSF	12.76		569		7,258
Light Industry	KSF	4.75		2,162		10,270
Warehouse	KSF	3.56		73		260
Lodging	Rooms	4.21		97		408
Public & Quasi-Public*	KSF	22.59		28		633
School K-8th Grade*	Students	2.25		499		1,122
School 9-12th Grade*	Students	1.98		298		590
Community College*	Students	1.15		439		505
Total Non-Residential						41,555
* Public Sector						
Note: Column (B), Estimated Split of Residential Units by Dwelling Type, is based on last 5 years of housing permits from Nevada County and Grass Valley.						

The portion of project costs attributable to new development (see Table 3.3) was multiplied by the percent attributable to residential and non-residential development (see Table 3.4) to find the fee-eligible costs for residential and non-residential development. This was then divided by the number of total trips shown in Table 3.7 to determine the fee per trip for residential and non-residential developments (see Table 3.8). Lastly, the fee per trip end for residential

units was multiplied by the daily trip generation rate of 9.43 to determine the fee per DUE (dwelling unit equivalent) for residential uses.

Table 3.8 Fee per Trip and DUE

Item	Formula	Total RTMF-Eligible Project Costs	Attributable to Residential Development	Attributable to Non-Residential Development
Total Project Costs	(A)	\$17,814,415		
RTMF Fund Balance (Amount Collected)*	(B)	\$91,702		
Remaining Cost for Fee Collection	(C)	\$17,722,712		
% Attributable by Category	(D)		86%	14%
Amount Attributable by Category	(E)=(C)*(D)		\$15,262,990	\$2,459,722
Trip Ends	(F)		29,568	41,555
RTMF per Trip End	(G)=(E)/(F)		\$516.20	\$59.19
Fee per DUE	(H)=(G_{RES})*9.43		\$4,867.76	

* RTMF Fund Balance excludes balance set aside for Dorsey Drive
 Note: 9.43 is the trip rate equivalent to a single family detached housing unit

3.8 Recommended Fee by Land Use Category

The final step is to compute the fee to be charged for each unit of new development. For residential uses, this is done by multiplying the DUE rates for each dwelling size shown in Table 3.6 by the fee per DUE shown in Table 3.8. For non-residential uses, the fee for each unit type is calculated by multiplying the trip generation rates from Table 2.1 by the fee per trip from Table 3.8. The residential fee results are shown in Table 3.9, and the non-residential fee results are shown in

Typical Use	ITE Code & Unit	Current Fee per Trip	Current Trip-Gen Rate	Current Fee per Unit	Dwelling Unit Equivalents (DUE)	Proposed Cost per DUE	Proposed Fee per Unit	% Change in Fee
		(A)	(B)	(C)=(A)*(B)	(D)	(E)	(F)=(D)*(E)	(G)=(F)/(C)-1
Residential (Dwelling Unit)								
Single Family	210							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	0.83	\$4,868	\$4,030	-13%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	1.00	\$4,868	\$4,868	5%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	1.11	\$4,868	\$5,396	17%
Multi-Family	251							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.48	\$2,344	\$1,128	-65%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.58	\$2,344	\$1,363	-57%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.64	\$2,344	\$1,511	-53%
Mobile Home	220							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	0.76	\$3,675	\$2,775	15%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	0.91	\$3,675	\$3,352	38%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	1.01	\$3,675	\$3,716	53%
Senior Housing	252							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.40	\$1,949	\$780	-55%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.48	\$1,949	\$942	-45%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.54	\$1,949	\$1,045	-40%
Accessory Dwelling Unit (ADU)								
< 750 sq.ft.		Exempt						
> 750 sq.ft.		Fee is based on the ratio of its floor area in relation to the primary unit, multiplied by the fee that the primary unit would pay, if it was being built today. (RTMF (F) for primary unit) x (ADU sq.ft. divided by primary unit sq.ft.)						

Table 3.10. These tables also compare the new fees with the current fees. The key points from this comparison are:

- A small increase is recommended for the fees for medium and large single-family homes.

- Due to the change in the fee calculation methodology to consider unit size by types for residential uses, the resulting fee is reduced for smaller-sized single-family units, and for all multi-family, mobile home, and senior housing unit types.
- A larger reduction in fees is recommended for every category of non-residential land use. The decrease is primarily a function of the change in traffic growth of non-residential uses, with less non-residential development expected, and more trips attributable to residential uses.

Policymakers are sometimes concerned about the effects that a fee program might have in terms of making their county less competitive than peer counties in attracting development. There are two aspects to this, namely:

- People and businesses moving to foothills counties expect to find little or no traffic congestion. To the extent that the RTMF provides funding for needed capacity improvements it improves the competitiveness of Nevada County.

Impact fees, like any other cost, inhibit development to some extent. However, this does not mean that they necessarily reduce competitiveness. As can be seen in Figure 3.4, the recommended RTMF fees would be in the low end among peer counties and so are unlikely to deter development. The recommended RTMF fees for non-residential development would be quite low compared to peer counties (see Figure 3.5).

Table 3.9 Revised Fee Levels – Residential Uses

Typical Use	ITE Code & Unit	Current Fee per Trip	Current Trip-Gen Rate	Current Fee per Unit	Dwelling Unit Equivalents (DUE)	Proposed Cost per DUE	Proposed Fee per Unit	% Change in Fee
		(A)	(B)	(C)=(A)*(B)	(D)	(E)	(F)=(D)*(E)	(G)=(F)/(C)-1
Residential (Dwelling Unit)								
Single Family	210							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	0.83	\$4,868	\$4,030	-13%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	1.00	\$4,868	\$4,868	5%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	1.11	\$4,868	\$5,396	17%
Multi-Family	251							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.48	\$2,344	\$1,128	-65%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.58	\$2,344	\$1,363	-57%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.64	\$2,344	\$1,511	-53%
Mobile Home	220							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	0.76	\$3,675	\$2,775	15%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	0.91	\$3,675	\$3,352	38%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	1.01	\$3,675	\$3,716	53%
Senior Housing	252							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.40	\$1,949	\$780	-55%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.48	\$1,949	\$942	-45%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.54	\$1,949	\$1,045	-40%
Accessory Dwelling Unit (ADU)								
< 750 sq.ft.		Exempt						
> 750 sq.ft.		Fee is based on the ratio of its floor area in relation to the primary unit, multiplied by the fee that the primary unit would pay, if it was being built today. (RTMF (F) for primary unit) x (ADU sq.ft. divided by primary unit sq.ft.)						

Table 3.10 Revised Fee Levels – Non-Residential Uses

Typical Use	Unit	Current Fee per Trip	Current Trip-Gen Rate	Current Fee	Proposed Fee per Trip	Updated Trip-Gen Rate	Proposed Fee	% Change
		(A)	(B)	(C)=(A)*(B)	(D)	(E)	(F)=(D)*(E)	(G)=(F)/(C)-1
Non-Residential								
Office	KSF	\$86	12.05	\$1,033	\$59	12.76	\$755	-27%
Industrial	KSF	\$86	5.33	\$457	\$59	4.75	\$281	-38%
Warehouse	KSF	\$86	3.56	\$305	\$59	3.56	\$211	-31%
Retail/Service - Low	KSF	\$86	23.88	\$2,047	\$59	21.63	\$1,280	-37%
Retail/Service - Medium	KSF	\$86	51.02	\$4,373	\$59	50.52	\$2,990	-32%
Retail/Service - High	KSF	\$86	90.46	\$7,754	\$59	91.96	\$5,443	-30%
* Lodging	Room	\$86	6.45	\$553	\$59	4.21	\$249	-55%
** Public & Quasi-Public	KSF			Exempt			Exempt	N/A
** School K-8th Grade	Student			Exempt			Exempt	N/A
** School 9-12th Grade	Student			Exempt			Exempt	N/A
** Public College	Student			Exempt			Exempt	N/A

* The unit of analysis for this category is "rooms". Trip-gen rate shown is the average for the hotel and motel categories

** Public-sector land uses are generally exempt from local fees

Figure 3.4 Residential Impact Fee Comparison - Foothills Counties

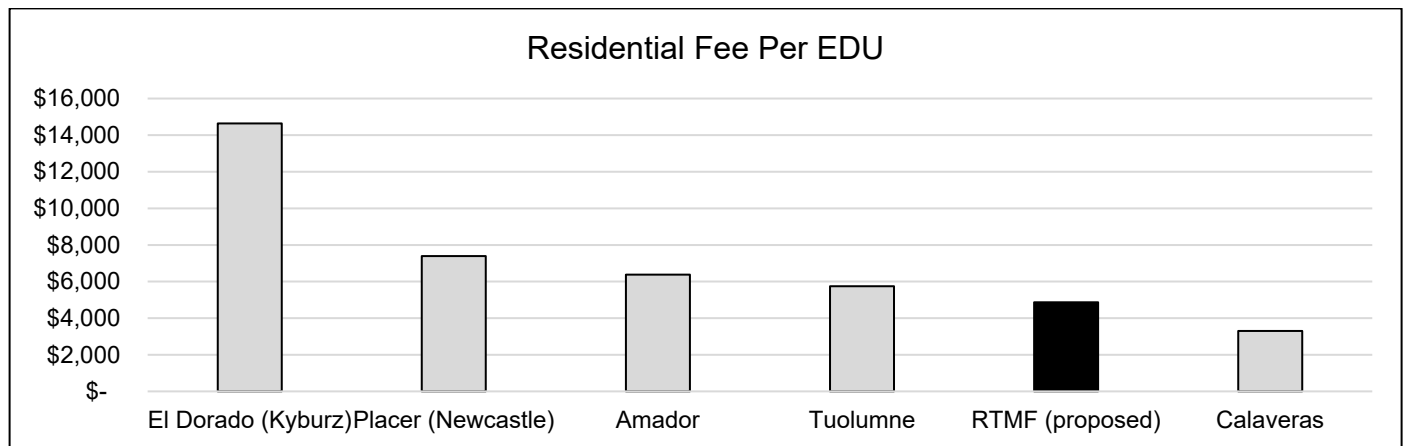
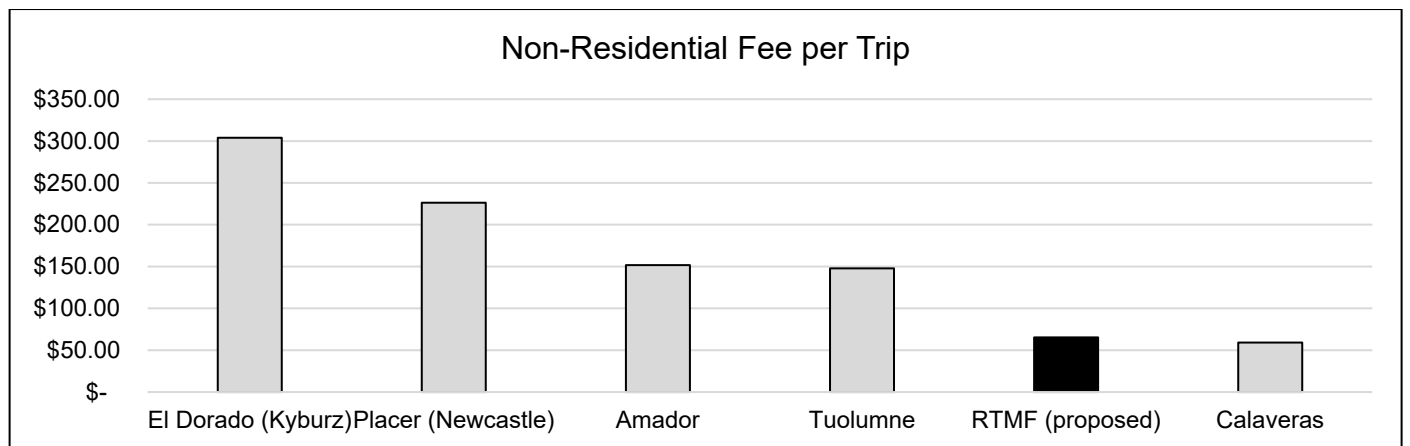


Figure 3.5 Non-Residential Impact Fee Comparison - Foothills Counties



3.9 Revenues Raised by the RTMF Program

Based on the number of new units of development shown in Table 2.2 and the recommended fee schedule shown in Table 3.9 and

Typical Use	ITE Code & Unit	Current Fee per Trip	Current Trip-Gen Rate	Current Fee per Unit	Dwelling Unit Equivalents (DUE)	Proposed Cost per DUE	Proposed Fee per Unit	% Change in Fee
		(A)	(B)	(C)=(A)*(B)	(D)	(E)	(F)=(D)*(E)	(G)=(F)/(C)-1
Residential (Dwelling Unit)								
Single Family	210							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	0.83	\$4,868	\$4,030	-13%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	1.00	\$4,868	\$4,868	5%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	9.52	\$4,621	1.11	\$4,868	\$5,396	17%
Multi-Family	251							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.48	\$2,344	\$1,128	-65%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.58	\$2,344	\$1,363	-57%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	6.59	\$3,199	0.64	\$2,344	\$1,511	-53%
Mobile Home	220							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	0.76	\$3,675	\$2,775	15%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	0.91	\$3,675	\$3,352	38%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	4.99	\$2,422	1.01	\$3,675	\$3,716	53%
Senior Housing	252							
Small (<1,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.40	\$1,949	\$780	-55%
Medium (1,500-2,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.48	\$1,949	\$942	-45%
Large (<2,500 sq.ft.)	Dwelling Unit	\$485	3.56	\$1,728	0.54	\$1,949	\$1,045	-40%
Accessory Dwelling Unit (ADU)								
< 750 sq.ft.		Exempt						
> 750 sq.ft.		Fee is based on the ratio of its floor area in relation to the primary unit, multiplied by the fee that the primary unit would pay, if it was being built today. (RTMF (F) for primary unit) x (ADU sq.ft. divided by primary unit sq.ft.)						

Table 3.10, the total fee revenue expected to be generated by the RTMF in the next 20 years is \$17.6 million, as shown in Table 3.11. Note that this is slightly (1%) less than the \$17.7 million in project costs attributable to new development shown in Row C of Table 3.8. This is because public-sector developments are exempt from the RTMF, and their share of the costs cannot legally be transferred to other development since the latter are responsible only for mitigating their own impacts.

Table 3.11 Forecast of RTMF Revenues

Land Use Category	Unit	Proposed RTMF/ Trip End	Trip-Gen Rate	RTMF/ Unit	Expected # of New Units	Expected Revenues	Percent of Revenues
Residential							
Single Family	DU	\$516.20	9.43	\$4,868	2,585		
Small (<1,500 sq.ft.)	DU		83%	\$4,030	29%	\$3,020,908	17.2%
Medium (1,500-2,500 sq.ft.)	DU		100%	\$4,868	46%	\$5,788,256	33.0%
Large (<2,500 sq.ft.)	DU		111%	\$5,396	25%	\$3,487,458	19.9%
Multi-Family	DU	\$516.20	4.54	\$2,344	1,581		
Small (<1,500 sq.ft.)	DU		48%	\$1,128	100%	\$1,783,814	10.2%
Medium (1,500-2,500 sq.ft.)	DU		58%	\$1,363	0%	\$0	0.0%
Large (<2,500 sq.ft.)	DU		64%	\$1,511	0%	\$0	0.0%
Mobile Home	DU	\$516.20	7.12	\$3,675	251		
Small (<1,500 sq.ft.)	DU		76%	\$2,775	63%	\$438,814	2.5%
Medium (1,500-2,500 sq.ft.)	DU		91%	\$3,352	36%	\$302,895	1.7%
Large (<2,500 sq.ft.)	DU		101%	\$3,716	1%	\$9,328	0.1%
Senior Housing	DU	\$516.20	3.78	\$1,949	460		
Small (<1,500 sq.ft.)	DU		40%	\$780	29%	\$104,063	0.6%
Medium (1,500-2,500 sq.ft.)	DU		48%	\$942	46%	\$199,391	1.1%
Large (<2,500 sq.ft.)	DU		54%	\$1,045	25%	\$120,134	0.7%
Residential Total >						\$15,255,061	86.9%
Non-Residential							
Office	KSF	\$59.19	12.76	\$755	569	\$429,588	2.4%
Light Industry	KSF	\$59.19	4.75	\$281	2,162	\$607,868	3.5%
Warehouse	KSF	\$59.19	3.56	\$211	73	\$15,383	0.1%
Retail/Service - Low	KSF	\$59.19	21.63	\$1,280	255	\$326,404	1.9%
Retail/Service - Medium	KSF	\$59.19	50.52	\$2,990	204	\$610,033	3.5%
Retail/Service - High	KSF	\$59.19	91.96	\$5,443	51	\$277,606	1.6%
Lodging	Rooms	\$59.19	4.21	\$249	97	\$24,172	0.1%
Public & Quasi-Public	KSF	Exempt	22.59	\$0	28	\$0	0.0%
School K-8th Grade	Students	Exempt	2.25	\$0	499	\$0	0.0%
School 9-12th Grade	Students	Exempt	1.98	\$0	298	\$0	0.0%
Public College	Students	Exempt	1.15	\$0	439	\$0	0.0%
Non-Residential Total >						\$2,291,054	13.1%
Combined Total >						\$17,546,114	
As a Percentage of Project Costs Attributable to New Development >							99%

Approximately 82% of the forecast revenue will come from single and multi-family housing. It is therefore crucial to the viability of the program that fees on those two categories of development is not further reduced.

3.10 Results in Terms of Project Funding

The revenue forecast computed in the previous section can be compared to the project costs shown in Table 3.3. Pro-rating the \$17.6M in RTMF revenue over the \$21.7M in eligible project costs results in the allocations by project shown in Table 3.12.

Table 3.12 shows that \$2.6M in additional funding will be needed over the course of the next 20 years to fully fund the project list. Section 2.4 of this report showed that if future state funding is similar to previous funding, then approximately \$158M will become available over the 20-year period (see Table 2.3). We therefore believe that there is a reasonable expectation that the projects identified for RTMF funding can be fully funded within the planning time horizon.

Table 3.12 Proposed Allocation of RTMF Revenues to Projects

Project ID (from Previous Study)	Project ID (New)	Facility	Segment	Updated Cost Estimate	RTMF Funds		Funds from Other Sources	
					Already Collected	Fees on Future Development	Already Secured	Future Funding
1	1	SR-49 Interchange	Dorsey Drive	\$24,000,000	\$2,729,732	\$1,884,659	\$19,385,609	\$0
9	2	E.Main St	@ Bennett St/Richardson St	\$1,500,000	\$1,500,000	\$0	\$0	\$0
*	3	SR-49 SB	PM 13.1 to PM 11.0 (SB)	\$21,000,000	\$0	\$2,574,092	\$0	\$18,425,908
4	4	SR-49 NB & SB Ramps	@ McKnight Way	\$9,663,269	\$0	\$7,586,908	\$0	\$2,076,361
5	5	SR 20 EB Ramps	@ McCourtney Rd	\$2,083,969	\$0	\$1,303,945	\$0	\$780,025
6	6	SR 20/49 NB Ramps	@ Idaho Maryland Rd	\$1,847,696	\$0	\$1,829,285	\$0	\$18,411
8	7	SR 20/SR 49	@ Uren St	\$1,457,566	\$0	\$0	\$0	\$1,457,566
*	8	Brunswick Road	@ SR 174/Colfax Highway	\$1,384,179	\$0	\$1,370,386	\$0	\$13,793
11	9	SR-49	@ Coyote St	\$468,604	\$0	\$197,945	\$0	\$270,659
	10	Admin Costs and 5-year reviews		\$349,302	\$0	\$345,822	\$0	\$3,481
Total				\$63,754,585	\$4,229,732	\$17,093,042	\$19,385,609	\$23,046,202
As a percent of total costs for needed projects					6.6%	26.8%	30.4%	36.1%

* indicates a new project not in the previous project list but identified in the current study as a deficiency that is at least partially attributable to new development

4. Mitigation Fee Act Findings

The Mitigation Fee Act, as set forth in the California Government Code Sections 66000 through 66008, establishes the framework for mitigation fees in the State of California. The Act requires agencies to make certain findings with respect to a proposed fee. These are described in the sections below.

4.1 Purpose of the Fee

Identify the purpose of the fee

The purpose of the RTMF is to establish a uniform, cooperative program to mitigate the cumulative indirect regional impacts of future developments on traffic conditions on regional roadways in Nevada County. The fees will help fund improvements needed to maintain the target level of service in the face of the higher traffic volumes brought on by new developments.

4.2 Use of Fee Revenues

Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified

The list of projects to receive RTMF funding is shown in Table 3.12. Based on input from the member agencies and the public, we recommend that the regional fee should be used only for roads of regional significance. This is consistent with the fact that cumulative indirect impacts tend to be on regional facilities and so should be addressed with a regional fee program; Grass Valley and the County have complementary programs to mitigate more local impacts, and direct impacts are covered through exactions. Only projects involving state facilities were considered “regional” under this policy and can receive RTMF funding.

4.3 Use/Type of Development Relationship

Determine the reasonable relationship between the fees’ use and the type of development project on which the fees are imposed

To determine the “use” relationship, the development being assessed an impact fee must be reasonably shown to derive some use or benefit from the facility being built using the fee. In the case of the RTMF the projects to be funded were selected based on the fact that they performed a regional (as opposed to local) function and that the need for the project was at least partially attributable to new development. The growth in regional VMT and the increases in congestion at project sites (see Table 3.2) are evidence that new developments contribute towards the need for roadway improvements.

The fact that the projects that will be funded by the RTMF are high-priority regional roads means that all of the county’s new residents and businesses will benefit in important ways from the maintenance of a reasonable level of service. Most drivers in the new developments can be expected to use these roads regularly, and those that do not will nevertheless benefit because good traffic conditions on the RTMF-funded roads will keep drivers from diverting to other roads and causing congestion in other parts of the county. Even residents or workers in the new developments who do not drive at all will benefit from access to goods and services made possible in part by the serviceability of the regional road network.

4.4 Need/Type of Development Relationship

Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed

To determine the “need” relationship the facilities to be financed must be shown to be needed at least in part because of the new development. This was determined by analyzing the forecast traffic demand with the expected degree of new development and comparing that with the demand without new development. Projects were analyzed individually and the degree to which the need for the project was attributable to new development varied from project to project. This analysis is described in an earlier chapter of this report.

4.5 Proportionality Relationship

Determine how there is a reasonable relationship between the fee amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed

The “proportionality” relationship requires that there be rough proportionality between the fee charged to each type of development and the cost of the facility being financed. In the case of the RTMF the differences in the traffic generated by different types of development were factored into the fee to be charged for each type, as is described earlier in this report. Within each land use category, the size of the project, i.e., the number of dwelling units constructed or size of the building, is accounted for in assessing the fee. This ensures that projects that generate a lot of traffic and therefore have a greater traffic impact will pay more than other projects that have less impacts.

Regional Traffic Mitigation Fee Program Administrative Plan

The Economics of Land Use



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1. Introduction

Background

This 2023 Regional Transportation Mitigation Fee (RTMF) Program Administrative Plan (2023 Administrative Plan or Administrative Plan) updates the 2016 RTMF Program Administrative Plan prepared by WSP and Parsons Brinckerhoff (2016 Administrative Plan). The 2023 Administrative Plan retains many elements of the 2016 Administrative Plan, with portions excerpted directly from the 2016 Administrative Plan. In addition, the 2023 Administrative Plan includes modifications and additions to address changes in the RTMF Program and California laws since 2016.

This 2023 Administrative Plan is a companion document to the 2023 RTMF Nexus Study Update prepared by GHD and adopted in July 2023. The RTMF Program was established in 2001 through a partnership of three local jurisdictions (unincorporated Nevada County, Nevada City, and Grass Valley) and the Nevada County Transportation Commission (NCTC) to provide funding from new development to make improvements to the Regional Transportation System (Regional System) needed to accommodate anticipated future development in western Nevada County. Comprehensive RTMF Program updates were prepared in 2008, 2016, and most recently in 2023. The 2023 RTMF Program Nexus Study updates the RTMF Program to account for changes to projected development, improvements, and costs, as well as for changes in the fee structure and administration mandated by recent State of California (State) laws passed since 2016.

The RTMF Program provides significant additional funds from new development to make improvements to the Regional System, complementing local transportation fee programs and other funding sources. The RTMF fee provides local agencies with a mechanism to collect developers' fair share contribution toward sustaining the Regional System. The RTMF Program is a 20-year program and will be influenced by a variety of market factors that could cause a shortfall or surplus in the revenue projections. The RTMF Program shall be reviewed at least every 8 years, as mandated by state law to ensure the integrity of the program. The program is not designed to be the only source of revenue to construct the identified facilities, and it will be necessary for matching funds to be provided from a variety of available sources.

With approval from the local jurisdictions imposing the fees and the NCTC, RTMF obligations may be met by paying the fees, building eligible facilities, through public financing (e.g., Community Facility Districts and Assessment Districts), or through private financing vehicles consistent with local jurisdiction policies.

General RTMF Program parameters, definitions, and procedures are described in the RTMF Program resolutions adopted by the three participating western Nevada County jurisdictions (Nevada County, Grass Valley, and Nevada City). The NCTC is designated as the RTMF Program Administrator and works closely with member jurisdictions to coordinate transportation expenditure programs to maximize the effectiveness of future transportation investments.

This Administrative Plan may be amended from time to time, provided that any material amendments shall be approved by the NCTC Executive Committee. This Administrative Plan serves as the guideline to implement the RTMF Program and will be amended as needed to address changing conditions over the life of the program.

Purpose

The purpose of this Administrative Plan is to provide those jurisdictions that are participants in the RTMF Program with guidelines and policies for implementation and administration of the RTMF Program.

RTMF Program funds may only be used for capital and administrative expenditures associated with the Regional System as detailed in the 2023 RTMF Nexus Study. More specifically, the RTMF Program may be used to fund the following items:

- Engineering and design
- Environmental documentation
- Right-of-way acquisition
- Construction
- Construction management
- Fee program administration

Authority

The RTMF Program has been developed pursuant to and consistent with the provisions of California Assembly Bill 1600 legislation, as codified by the Mitigation Fee Act (California Government Code Section 66000 et seq.), which was most recently amended in 2021 to reflect the requirements of California Assembly Bill 602 (AB 602). In addition, AB 602 resulted in changes to reporting requirements for development impact fees, and Senate Bill 13 (SB 13), enacted in 2020, resulted in new requirements for development impact fees for accessory dwelling units (ADUs).

This Administrative Plan will detail the fee program administration procedures needed to meet the requirements of the Mitigation Fee Act and other development impact fee program requirements, including the recent changes resulting from AB 602 and SB 13.

2. RTMF Program Participation and RTMF Calculation

Participating jurisdictions in western Nevada County are responsible for collecting the fees on new development within their jurisdictions. To be considered a participant in the RTMF Program, a jurisdiction must have adopted the RTMF Program no later than September 1, 2008, and adopt any amendment of the RTMF Program within 90 days of approval by the NCTC Executive Committee, unless otherwise directed by the NCTC Executive Committee. Participating jurisdictions shall not modify the RTMF Program, except to meet local municipal codes and references. Further, to be considered a participating jurisdiction, local jurisdictions shall collect the full RTMF and transmit the fee to NCTC as provided herein. The current participating jurisdictions in western Nevada County are unincorporated Nevada County (Nevada County), Nevada City, and Grass Valley.

Land Uses Subject to the RTMF

The 2023 RTMF Nexus Study Update identifies the land uses subject to the RTMF Program by two types, residential and non-residential. For each land use type, **Exhibit 1** displays additional subcategories of residential and non-residential land uses and the average daily trip rate for each subcategory. The average daily trip rates are based on a review of land use categories and trip generation rates in the Trip Generation Manual, 11th Edition prepared by the Institute of Transportation Engineers (ITE Trip Generation Manual).

Residential Uses

For the RTMF obligation, a residential dwelling unit is defined as a building or portion thereof used by one family and containing one kitchen, which is primarily designed for residential occupancy. Residential dwelling units may include, but are not limited to, detached houses, apartment homes, condominiums, and mobile homes. Mobile homes located in a mobile home park will be calculated as Mobile Home in Park units while mobile homes located on individual lots will be calculated as single-family dwelling units.

Exhibit 1
Land Use Categories and Trip Generation Rates

Land Use Category	Unit	ITE Code	Weekday Trips per Unit
RESIDENTIAL			
Single Family Detached House	Dwelling Unit	210	9.43
Multi-Family			
Apartment	Dwelling Unit	220	6.74
Low Rise Apartment	Dwelling Unit	221	4.54
Residential Condominium/Townhouse	Dwelling Unit	230	3.44
	<i>Median for Multi-Family</i>		<u>4.54</u>
Mobile Home in Park	Dwelling Unit	240	7.12
Senior Residential			
Senior Adult Housing - Detached	Dwelling Unit	251	4.31
Senior Adult Housing - Attached	Dwelling Unit	252	3.24
	<i>Median for Senior Residential</i>		<u>3.78</u>
NON-RESIDENTIAL			
Office			
General Office	KSF	710	10.84
Single Tenant Office	KSF	715	13.07
Office Park	KSF	750	11.07
Business Park	KSF	770	12.44
Clinic	KSF	630	37.60
Medical-Dentist Office	KSF	720	36.00
	<i>Median for Office</i>		<u>12.76</u>
Industrial			
General Light Industry	KSF	110	4.87
Industrial Park	KSF	130	3.37
Manufacturing	KSF	140	4.75
	<i>Median for Industrial</i>		<u>4.75</u>
Warehousing	KSF	150	3.56
Retail/Service - Low			
Building Materials and Lumber	KSF	812	17.05
Hardware/Paint Store	KSF	816	8.07
Factory Outlet Center	KSF	823	26.59
New Car Sales	KSF	841	27.06
Tire Store	KSF	848	27.69
Tire Superstore	KSF	849	20.37
Home Improvement Superstore	KSF	862	30.74
Discount Home Furnishing Superstore	KSF	869	20.00
Department Store	KSF	875	22.88
Furniture Store	KSF	890	6.30
	<i>Median for Retail - Low</i>		<u>21.63</u>
Retail/Service - Medium			
Day Care Center	KSF	565	47.62
Discount Superstore	KSF	813	50.52
Specialty Retail Center	KSF	814	63.66
Discount Store	KSF	815	53.87
Shopping Center	KSF	820	37.01
Auto Parts Store	KSF	843	54.57
Discount Club	KSF	857	42.46
Electronics Superstore	KSF	863	41.05
Arts and Crafts Store	KSF	879	56.55
	<i>Median for Retail - Medium</i>		<u>50.52</u>

Exhibit 1
Land Use Categories and Trip Generation Rates

Land Use Category	Unit	ITE Code	Weekday Trips per Unit
Retail/Service - High			
Nursery (Garden Center)	KSF	817	68.10
Supermarket	KSF	850	93.84
Apparel Store	KSF	876	66.40
Pharmacy/Drugstore w/o Drive Through Window	KSF	880	90.08
Pharmacy/Drugstore with Drive Through Window	KSF	881	108.40
Drive-in Bank	KSF	912	100.35
Quality Restaurant	KSF	931	83.84
High Turnover (Sit-Down) Restaurant	KSF	932	107.20
<i>Median for Retail - High</i>			91.96
Lodging			
Hotel	Room	310	7.99
All Suites Hotel	Room	311	4.40
Business Hotel	Room	312	4.02
Motel	Room	320	3.35
<i>Median for Lodging</i>			4.21
Public & Quasi-Public			
Church	KSF	560	7.60
Library	KSF	590	72.05
Government Office Building	KSF	730	22.59
State Motor Vehicles Department	KSF	731	11.21
United States Post Office	KSF	732	103.94
<i>Median for Public Sector</i>			22.59
School K-8th Grade	Student	520 & 522	2.25
School 9th-12 Grade	Student	522 & 530	1.98
Junior/Community College	Student	540	1.15
Other Non-Residential			
All Port and Terminal Uses		000-099	} The trip generation for any project in these categories shall be computed using the ITE daily trip-generation rate for their land use type or, at the discretion of agency staff, through a separate traffic study
All Recreational Uses		300-399	
All Private Institutional Uses (Public Institutions are Exempt)		500-599	
Convenience Market		851	
Convenience Market with Gasoline Pumps		853	
Fast Food Restaurant with Drive Through		934	
Coffee/Donut Shop with Drive Through		937	
Coffee/Donut Shop Drive Through No Seating		938	
Gasoline/Service Station		944	
Gasoline/Service Station with Convenience Market		945	
Gasoline/Service Station with Convenience Market and Car Wash		946	
Self-Service Car Wash		947	

Based on ITE Trip Generation Manual, 11th Ed.

Nonresidential Uses

For the purpose of calculating the RTMF obligation, non-residential development is defined as Retail/Service, Office, Industrial, Warehousing, and Lodging development that is designed primarily for use as a business and is not intended for residential occupancy or dwelling use. The applicable non-residential land use category for a non-residential development is determined by the predominate use of the building or structure associated with the new development and may be related to the underlying land use zoning of the new development site.

Retail developments with an average daily trip generation rate of 35 or fewer trips per thousand square feet are included in the Retail-Low category. Retail developments with an average daily trip generation rate between 36 and 65 trips per thousand square feet are included in the Retail-Medium category. Retail developments with an average daily trip generation rate greater than 65 trips per thousand square feet are included in the Retail-High category.

Other non-residential land uses are those that have trip generation characteristics that do not match any of the major categories. In these cases, the city or county may require a project-specific traffic study or will calculate the appropriate fee based on the ITE Trip Generation Manual (latest edition).

Exempt Uses

Public/Quasi-Public uses and schools are included in **Exhibit 1** for the purposes of calculating trips but are exempt from paying the RTMF.

Calculation of the RTMF

Each participating jurisdiction shall calculate and collect the RTMF for projects as outlined in this Administrative Plan. The RTMF shall be calculated using the fee schedule in effect at the time the fee is due. The procedures for calculating fees differ for standard residential and nonresidential development and ADUs.

Residential and Nonresidential Development (excluding ADUs)

Exhibit 2 is a form to calculate the amount of RTMF to be charged to residential or commercial development projects when applying for building permits. It contains three sections for Residential, Nonresidential, and Other development. The Residential and Nonresidential categories apply to the majority of development. The Other category applies to residential and nonresidential development that does not fit into one of the RTMF standard fee categories. Several examples of land uses in the Other category include convalescent homes, youth group homes, gasoline/service stations, and convenience stores.

Exhibit 2
Regional Transportation Mitigation Fee Calculation Form

Owner	Contractor
Permit Reference Number	Permit Type
Property ID	Job Address
Date	

RESIDENTIAL	Units		Fee per Unit		Total
			<i>Effective Date:</i>		
Single Family Residential					
Small (<1,500 sq. ft.)		X	\$4,030	=	\$ <u> </u>
Medium (1,501 to 2,500 sq. ft.)		X	\$4,868	=	\$ <u> </u>
Large (> 2,500 sq. ft.)		X	\$5,396	=	\$ <u> </u>
Multiple Family Residential					
Small (<1,500 sq. ft.)		X	\$1,128	=	\$ <u> </u>
Medium (1,501 to 2,500 sq. ft.)		X	\$1,363	=	\$ <u> </u>
Large (> 2,500 sq. ft.)		X	\$1,511	=	\$ <u> </u>
Mobile Home in Park					
Small (<1,500 sq. ft.)		X	\$2,775	=	\$ <u> </u>
Medium (1,501 to 2,500 sq. ft.)		X	\$3,352	=	\$ <u> </u>
Large (> 2,500 sq. ft.)		X	\$3,716	=	\$ <u> </u>
Retirement/Senior Residential					
Small (<1,500 sq. ft.)		X	\$780	=	\$ <u> </u>
Medium (1,501 to 2,500 sq. ft.)		X	\$942	=	\$ <u> </u>
Large (> 2,500 sq. ft.)		X	\$1,045	=	\$ <u> </u>

NON-RESIDENTIAL	KSF/ Rooms		Fee per KSF/Room		
			<i>Effective Date:</i>		
Retail/Service – Low	KSF	X	\$1,280	=	\$ <u> </u>
Retail/Service – Medium	KSF	X	\$2,990	=	\$ <u> </u>
Retail/Service – High	KSF	X	\$5,443	=	\$ <u> </u>
Office	KSF	X	\$755	=	\$ <u> </u>
Industrial	KSF	X	\$281	=	\$ <u> </u>
Warehousing	KSF	X	\$211	=	\$ <u> </u>
Lodging	rooms	X	\$249	=	\$ <u> </u>
Public/Quasi-Public and Schools	KSF	X	Exempt	=	\$ <u> </u>

OTHER	Description	Units/KSF		Daily Trips Per Unit/KSF		Cost per Trip		Total
				<i>(from ITE Manual)</i>		<i>Effective Date:</i>		
Residential		units	X		X	\$516.20	=	\$ <u> </u>
Non-Residential		KSF	X		X	\$59.19	=	\$ <u> </u>

TOTAL						Total Mitigation Fees	\$ <u> </u>
						Credits Applied	\$ <u> </u>
						Net Mitigation Fees	\$ <u> </u>

Regardless of the type of development, the information requested about the project at the top of the form needs to be entered before calculating the fees. The steps to complete the RTMF calculation form for each type of development are detailed below.

*Note that the RTMF per dwelling unit and nonresidential thousand building square feet (KSF) and the residential and nonresidential cost per trip shown on **Exhibit 2** are the 2023 fees and costs. **Exhibit 2** should be updated annually to reflect annual fee updates. The fees should be updated to the new fee levels, and the costs per trip should be updated by the same percentage escalation as used for the fee updates. The percentage escalation process is detailed in the RTMF Program Update section of Chapter 4 (page 20).*

Residential Development

1. Complete the project information section at the top of **Exhibit 2**.
2. For each applicable residential land use category included on **Exhibit 2**, enter the number of units for which building permits are to be issued. Note that it is necessary to know the habitable square feet for all residential units to determine the land use categories. Backup documentation specifying each unit's habitable square feet (excluding garages and other uninhabitable areas) should be submitted when applying for building permits.
3. For each land use category, multiply the number of units by the RTMF per unit and enter the calculated amount in the Total column.
4. Add the amounts in the Total column and enter the sum on the Total Mitigation Fees line.
5. Enter any credits on the next line labeled Credits Applied.
6. Subtract the credits, if any, from the Total Mitigation Fees and enter the amount on the line labeled Net Mitigation Fees. This is the amount of RTMF for the project.

Nonresidential Development

1. Complete the project information section at the top of **Exhibit 2**.
2. The RTMF for nonresidential projects, except for lodging, is charged per thousand building square feet (KSF). The RTMF for lodging is charged per room. For each applicable nonresidential land use category included on **Exhibit 2**, excluding lodging, enter the KSF for which building permits are to be issued. For any lodging development, enter the number of rooms.
3. For each land use category in the project other than lodging, multiply the KSF by the RTMF per KSF and enter the calculated amount in the Total column. For lodging, multiply the number of rooms by the RTMF per room and enter the calculated amount in the Total column.

4. Add the amounts in the Total column and enter the sum on the Total Mitigation Fees line.
5. Enter any credits on the next line labeled Credits Applied.
6. Subtract the credits, if any, from the Total Mitigation Fee and enter the amount on the line labeled Net Mitigation Fees. This is the amount of RTMF for the project.

Other Development

The RTMF calculation for residential and nonresidential development that does not fit into one of the standard RTMF categories may be based on trip generation rates from the latest ITE Trip Generation Manual. In these cases, the following steps are required to calculate the fees:

1. Complete the project information section at the top of **Exhibit 2**.
2. Use the most recent edition of the ITE Trip Generation Manual to identify the development type and average daily trips per dwelling unit or nonresidential KSF.
3. Enter the development type, project dwelling units or nonresidential KSF, and average daily trips per dwelling unit or nonresidential KSF.
4. For residential land uses, multiply the dwelling units, trips per dwelling unit, and cost per trip to obtain the total fees, and enter the result in the Total column.
5. For nonresidential land uses, multiply the KSF, trips per KSF, and cost per trip to obtain the total fees, and enter the result in the Total column.
6. Add the amounts in the Total column and enter the sum on the Total Mitigation Fees line.
7. Enter any credits on the next line labeled Credits Applied.
8. Subtract the credits, if any, from the Total Mitigation Fees and enter the amount on the line labeled Net Mitigation Fees. This is the amount of RTMF for the project.

Accessory Dwelling Units

Exhibit 3 is a form to calculate the RTMF to be charged for a residential ADU. If there are multiple ADUs planned on one residential parcel, each ADU should be treated separately, and a separate form should be completed for each ADU. ADUs with fewer than 750 habitable square feet are exempt from paying development impact fees.

**Exhibit 3
Accessory Dwelling Unit (ADU) RTMF Calculation Form**

Owner _____

Contractor _____

Permit Reference Number _____

Permit Type _____

Property ID _____

Job Address _____

Date _____

Primary Residence

Property ID _____

Land Use Category _____

Building Square Feet **(A)**
(excluding garage and other uninhabitable space) _____

Fee for Primary Unit, if it were new **(B)**
(See table below) _____

ADU Building Square Feet (C)
(excluding garage and other uninhabitable space) _____

Exempt (Y or N)
(Exempt if ADU square feet < 750) _____

If Not Exempt (Exempt = N), provide information below:

ADU Percentage **[(D) = (C)/(A)]**
(ADU Sq. Ft. / Primary Residence Sq. Ft.) _____

ADU RTMF Calculation

ADU Floor Space Percentage * Fee for Primary Residence
(E) = (B) * (D) _____ * _____ = _____

Fee Table for Primary Residence (if it were new)

Effective Date:

Single Family Residential	
Small (<1,500 sq. ft.)	\$4,030
Medium (1,501 to 2,500 sq. ft.)	\$4,868
Large (> 2,500 sq. ft.)	\$5,396
Multiple Family Residential	
Small (<1,500 sq. ft.)	\$1,128
Medium (1,501 to 2,500 sq. ft.)	\$1,363
Large (> 2,500 sq. ft.)	\$1,511
Mobile Home in Park	
Small (<1,500 sq. ft.)	\$2,775
Medium (1,501 to 2,500 sq. ft.)	\$3,352
Large (> 2,500 sq. ft.)	\$3,716
Retirement/Senior Residential	
Small (<1,500 sq. ft.)	\$780
Medium (1,501 to 2,500 sq. ft.)	\$942
Large (> 2,500 sq. ft.)	\$1,045

TOTAL	Total Mitigation Fees	\$ _____
	Credits Applied	\$ _____
	Net Mitigation Fees	\$ _____

The steps listed below describe how to complete the RTMF calculation for an ADU. Example calculations are provided in **Appendix A**.

1. Complete the project information section at the top of **Exhibit 3**.
2. Record the building square feet excluding garages and other uninhabitable areas (habitable square feet) of the planned ADU in the indicated area of **Exhibit 3**.
3. If the ADU habitable square feet are less than 750, then the ADU is exempt from the RTMF and no further calculations are necessary.
4. If the ADU habitable square feet are at least 750, then the ADU must pay the RTMF and the following steps below should be completed.
 - a. Record the primary residence Property ID (e.g., address or APN) and habitable square feet. Square feet of existing residences should be obtained from the Nevada County Geographic Information System (GIS). *Recall that habitable square feet exclude uninhabitable areas such as garages.*
 - b. Enter the primary residence land use category, which is determined by the type (single family, multifamily, mobile home, or age-restricted) and habitable square feet of the primary unit.
 - c. Record the ADU habitable square feet as a percentage of the primary residence habitable square feet in the ADU Percentage area for the applicable primary residence land use, using the formula below:
ADU Percentage = ADU Building Square Feet/Primary Residence Building Square Feet.
 - d. Multiply the ADU Percentage by the Fee per Unit. Enter the result in the Total column.
 - e. Enter the same amount on the Total Mitigation Fees line.
 - f. Enter any credits on the next line labeled Credits Applied.
 - g. Subtract the credits, if any, from the Total Mitigation Fee and enter the amount on the line labeled Net Mitigation Fees. This is the amount of RTMF for the ADU.

Expiration of Building Permits

RTMF Refund

If a building permit should expire, is revoked, or is voluntarily surrendered, and is therefore voided, and no construction or land improvements have commenced, then the applicant is entitled to a refund of the RTMF collected, which was paid as a condition of approval, less administrative costs (\$500 or two percent of the fee amount, whichever is greater). The administrative cost shall be used to offset the

cost of collection, accounting, and refund. The applicant shall submit an application for a refund to the local jurisdiction. If the local jurisdiction has not yet forwarded the fees to NCTC, the local jurisdiction will process the application and return the fees less the administrative costs. If the local jurisdiction has already forwarded the fees to NCTC, the local jurisdiction will process the refund and account for the reimbursement in the next transfer of fees collected to NCTC.

Permit Reapplication

The applicant must pay the appropriate RTMF in full if the applicant reapplies for a permit for which a refund was processed.

RTMF Exemptions

The following types of development are exempt from the RTMF Program:

- The reconstruction of, or addition to, a commercial building, as long as the building continues a use in the same fee category as the prior use and does not result in additional square feet.¹
- The reconstruction of, or addition to, a residential dwelling unit, as long as the unit continues to be in the same fee category or in a residential fee category with lower fees.²
- Public/Quasi-Public development and schools.
- ADUs with fewer than 750 habitable square feet.
- Ancillary uses.
For example, a club house in an apartment building would be exempt from RTMF fees because it would serve the apartment residents and would not generate additional trips.

¹ If the reconstruction or addition results in additional commercial square feet but not in a fee category change, the RTMF will only be paid on the additional square feet.

² If the reconstruction or addition causes a change in the residential fee category to a residential fee category with higher fees, then the RTMF paid will be the difference in the fees between the two fee categories. Note that there are 12 residential fee categories as shown on **Exhibit 2**. Each residential fee category consists of a combination of unit type (Single Family, Multiple Family, Mobile Home in Park, and Retirement/Senior) and unit size (Small, Medium, and Large).

RTMF Credits for Prior Uses

Reconstruction of, or addition to, an existing building is eligible for an RTMF credit. The RTMF applicable to the existing and new development shall be calculated using the current fee schedule, and the new development will receive a fee credit of up to the RTMF that would have applied for the existing development:

- If the existing development RTMF is less than the new development RTMF, then the new development credit equals the existing development RTMF, and the new development will pay the difference between the existing and new development RTMF.
- If the existing development RTMF is greater than the new development RTMF, then the new development will receive a full credit and not pay any RTMF.

Other Fee and Funding Programs

The RTMF is in addition to any other fees, conditions, or exactions for on-site and off-site improvements imposed on a project according to state law, local ordinances, or administrative policy. In addition, the developer of a project shall not be entitled to any RTMF credits for other fees, conditions, or exactions not part of the RTMF Program.

Allocation of RTMF Program Funds

RTMF Program funds shall be distributed in accordance with Executive Committee actions, the most current RTMF Nexus Study, this 2023 Administrative Plan, and any future amendments thereto.

3. RTMF Program Credits and Reimbursements

Administration of RTMF Credits for Construction of Eligible Facilities

Each local jurisdiction shall be responsible for the administration of RTMF credit agreements for development in its jurisdiction. Each jurisdiction shall transmit all RTMF credit agreements to the NCTC within 60 days of execution by that jurisdiction. The NCTC may administer credit agreements upon written request from that jurisdiction. The credit agreements shall be in accordance with the following requirements.

Developer Credits Conditions

Any RTMF credit shall be used first by the developer to offset any obligation of the developer to pay RTMF impact fees of the same development project and are subject to the following conditions:

- Credits may not be transferred or sold to other development projects.
- Developers must exhaust all credits before they are eligible for reimbursements.
- Credits shall run with the sale of the land.

Amount of Credits

If a developer constructs improvements identified on the Regional System, the developer shall, upon execution of an approved fee agreement, receive credit for all costs associated with the improvements based on approved project cost estimates for the Regional System.

The amount of the development fee credit shall not exceed the maximum amount determined by the most current project cost estimates for the Regional System, or actual costs, whichever is less. This shall be known as the maximum RTMF credit. The maximum RTMF credit shall be determined based on approved Improvement Plans and after Conditions of Approval have been determined. The maximum RTMF credit shall identify, at a minimum, the facility, the dimensions of the facility, the number of lanes, and the applicable project cost estimates as identified in the most current adopted RTMF Nexus Study.

Repayment of Credits

Should the NCTC Executive Committee determine that a jurisdiction granted credits exceeding the maximum RTMF credit, that jurisdiction shall provide NCTC payment in the amount equal to the excess credit amount.

Administration of RTMF Reimbursements for Construction of Eligible Facilities

Local jurisdictions/agencies and developers are eligible for reimbursement for construction of RTMF facilities. The processes for both are different and are described below.

Developer Reimbursements

Each local jurisdiction shall be responsible for the administration of reimbursement agreements. If a developer constructs Regional System improvements in excess of its RTMF fee obligation, the developer may be reimbursed for the difference between eligible costs and the RTMF obligation. The eligible costs are based on actual costs or the approved project cost estimates, whichever is less at the time of the agreement.

Reimbursements shall be made through agreements between developers and the local jurisdiction and are contingent upon funds being available. In all cases, reimbursements under such agreements must coincide with construction of the transportation improvements as scheduled in the most current Five-Year Transportation Improvement Program (TIP) adopted by NCTC.

Developer Reimbursement Conditions

A developer may enter into a reimbursement agreement with a local jurisdiction to reimburse the developer/owner for the direct and verifiable costs of constructing improvements to the Regional System when all of the following conditions are met:

- All available credits are exhausted.
- The improvements received prior approval from the jurisdiction and NCTC Executive Committee based on the review of the RTMF project priority list.
- The jurisdiction and NCTC Executive Committee have reviewed and approved the scope of the project to be constructed.

In no event shall a developer be reimbursed for improvements to the Regional System in excess of the most current approved project cost estimates for the RTMF at the time of the agreement.

Local Jurisdiction/Agency Reimbursements

In cases where a local jurisdiction constructs RTMF facilities, the jurisdiction is eligible for reimbursement up to the maximum share identified in the Nexus Study or actual cost, whichever is less, in accordance with the prioritization schedule in the adopted TIP. Local jurisdictions are required to enter into a reimbursement agreement with NCTC to be eligible to receive RTMF funds from NCTC.

4. Administrative Responsibilities and Costs

The NCTC shall administer the RTMF Program as described in this Administrative Plan adopted by the participating jurisdictions. This chapter describes the administration governing structure, responsibilities, and costs.

Regional Administration

As set forth in Chapter 1, NCTC is designated as the RTMF Program Administrator. As Administrator, NCTC will receive all fees generated from the RTMF that are collected by local jurisdictions. NCTC shall invest, account for, and expend such fees in accordance with this Administrative Plan and applicable state laws. **Exhibit 4** provides a flow chart of the administrative decision-making process.

Exhibit 4. RTMF Administrative Decision-Making Process



NCTC Executive Director

The NCTC Executive Director reports to the NCTC Executive Committee and shall be responsible for the following RTMF Program activities:

- Administration of the RTMF Program, including development of credit agreements, fee collection processes, and processing RTMF Program appeals.
- An independent fiscal audit conducted to report on the evidence that the expenditure of funds collected is in accordance with the Mitigation Fee Act. The audit shall be presented to the Executive Committee and made available to the public.
- Establishment and management of the RTMF Program Trust Fund for the purposes of depositing RTMF revenues and interest earned on Trust Fund deposits.
- Preparation of an Annual Report for consideration by the Executive Committee detailing the status of the RTMF Program including, but not limited to, fees collected and disseminated; capital projects planned for, prioritized, and built; reimbursement and credit agreements; appeals; and recommendations for RTMF Program adjustments.
- Preparation of periodic comprehensive RTMF Program review reports that provide, in concert with requirements of the California Mitigation Fee Act, an analysis of the RTMF Program, including review of the various RTMF Nexus Study inputs and assumptions, and preparation of recommendations on potential RTMF Program revisions for consideration by the Executive Committee. Such reports may include but are not limited to recommended fee adjustments based on changes in the facilities required to be constructed, and revenues received pursuant to the Program.
- Preparation of technical studies/analysis required to select and prioritize Regional System projects.
- Development of a Strategic Plan that identifies long term planning goals and objectives for implementation of the RTMF Program.
- Development of a Five-Year TIP that identifies projects that are scheduled and funded for construction over a specified period of time and is reviewed on an annual basis. See **Appendix B**.
- Other related activities as directed by the Executive Committee.

NCTC Executive Committee

The Executive Committee shall be comprised of three members, with each member representing a distinct participating jurisdiction (Nevada County, Grass Valley, and Nevada City). The Executive Committee has final authority and shall be responsible for reviewing and acting on recommendations for project selection and prioritization of projects in the RTMF Capital Improvement Plan (CIP),

Strategic Plan, and TIP. The Executive Committee shall review and consider recommendations on projects from the Administrative Committee and the NCTC Technical Advisory Committee (TAC). The Executive Committee shall also be responsible for approval of this Administrative Plan and any subsequent amendments thereto. From time to time the Executive Committee shall recommend changes to the Program for consideration by participating jurisdictions. All actions by the Executive Committee must be approved by all three members to be enforced. If there is a dispute at the Executive Committee level regarding project prioritization of a specific project(s) and a consensus cannot be reached, that project shall be tabled until such time as new information is presented and the matter can be resolved.

In developing recommendations on RTMF projects for consideration by the Executive Committee, NCTC staff and TAC shall work to coordinate compatibility with local project priorities and schedules of area transportation improvements.

NCTC TAC

The TAC shall review the technical documents and recommendations for RTMF Program projects. Additionally, the TAC shall meet annually in February or March to review the proposed RTMF inflation adjustment (detailed in RTMF Program Update section below) and make a recommendation on whether or not to adjust the fees. The TAC shall forward any recommendations to the Executive Committee for its consideration. The TAC shall also provide additional assistance to the RTMF Program as requested by the Executive Committee.

Administrative Committee

The Administrative Committee shall be comprised of the chief administrative officer, public works director or designee from the three participating jurisdictions, and NCTC's Executive Director. The Administrative Committee shall have the following responsibilities:

- Develop objective criteria for project selection and prioritization, including, but not limited to, the following factors: traffic safety issues potentially created by growth, regional significance, availability of matching funds, mitigation of congestion created by new development, system continuity, geographic balance, project readiness, and completed projects with reimbursement agreements.
- Provide additional assistance to the RTMF Program as requested by the Executive Committee and/or the NCTC TAC.
- Prepare the Strategic Plan.
- Prepare the Five-Year TIP, which will be reviewed annually.
- Review and recommend changes in project priorities to the NCTC TAC and Executive Committee.

- Select a lead agency for each of the projects in the CIP.
- Review the Annual Report prepared by NCTC.
- Review and revise the roadways in the Regional System as necessary (at a minimum of every 5 years).
- Review and revise project cost estimates for the Regional System projects as necessary (at a minimum of every 5 years).

RTMF Program Update

The NCTC Executive Committee shall undertake a review of all components of the RTMF Program in accordance with AB 1600 and other applicable laws, and, if necessary, recommend Program amendments and/or adjustments. Amendments to the Administrative Plan will be subject to the approval of the NCTC Executive Committee. Required RTMF Program amendments shall be approved by the three participating jurisdictions acting on recommendations provided by the Executive Committee. The review shall consider whether adjustments to future administration costs are needed. The RTMF program is subject to annual inflation adjustments and 8-year nexus study updates. The purpose of each update is described in this section.

Annual Inflation Adjustment

The RTMF may, at NCTC’s discretion, be adjusted to account for the inflation of construction, right-of-way acquisition, and design costs.

The proposed fees in the 2023 RTMF Nexus Study Update were adopted in July 2023. The fees in each jurisdiction will go into effect no sooner than 60 days after adoption. In February or March of each calendar year thereafter, the RTMF should be reviewed, and fee adjustments should be recommended by the TAC based on the percentage change in the San Francisco Construction Cost Index (CCI) as reported in the Engineering News Record for the 12-month period ending in December of the prior year. The inflation adjustment should then be adopted by the member agencies in April. This will allow for a 60-day noticing period before the new fee schedule becomes effective on July 1st of each year.

Below is an example of a percentage adjustment calculation.

San Francisco CCI - December 2021	14,228.24
San Francisco CCI - December 2022	14,977.94
Percentage Change	5.27%

RTMF Nexus Study Update

State law requires that impact fees be subject to periodic updates based on changes in developable land, cost estimates, or outside funding sources. This update of the nexus findings must be performed at least once every eight years. During the nexus update studies, the TAC will analyze the following items:

- Changes to the required facilities listed in the CIP.
- Changes in the cost to update or administer the fee.
- Changes in costs greater than inflation.
- Changes in assumed land uses.
- Changes in other funding sources.

Any changes to the RTMF based on a nexus study update will be presented to the Executive Committee for approval and recommendation to the participating jurisdictions.

During a nexus study update, the Executive Committee may change the funding priority of a project. Such a change will be based on level of service evaluations, the location and timing of new development that will add significant housing or jobs, or other considerations. RTMF revenues may be spent on any of the projects identified in the CIP without regard to the location of the project and the location of collected fees, so long as there is a nexus between the development paying the fee and the project being funded, as shown in the most recent nexus study update.

Five-Year Reporting Requirements

RTMF funds will be deposited, invested, and expended in accordance with Government Code Section 66006. In the fifth year following the first deposit into the RTMF account or fund and every 5 years thereafter, NCTC staff will provide the local jurisdictions with information required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the RTMF is to be used.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing of incomplete CIP projects.
- Designate the approximate dates that the RTMF funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

The local jurisdictions must refund the unexpended or uncommitted revenue portion of the RTMF for which a need cannot be demonstrated in the above findings unless the administrative costs exceed the amount of the refund.

Noticing Requirements

State law imposes certain requirements related to providing public notice when impact fees are changed. The requirements most relevant to the RTMF are listed below:

- **Adoption of Nexus Studies:** All studies shall be adopted at a public hearing with at least 30 days' notice. The city, county, or special district shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing (see CGC§ 66016.5).

The new nexus study must be posted on the agency's website within 30 days of adoption.

- **Changes to Fees:** For any fee, notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this subdivision is available shall be mailed at least 14 days prior to the first meeting to an interested party who files a written request with the agency for mailed notice of a meeting on a new or increased fee to be enacted by the agency. Notices may be sent electronically (see CGC§ 66019).

At least 10 days prior to the meeting, the agency shall make available to the public the data indicating the amount of cost, or the estimated cost, required to provide the public facilities and the revenue sources anticipated to fund those public facilities, including general fund revenues.

The new fees must be posted on the agency's website for at least 60 days before going into effect.

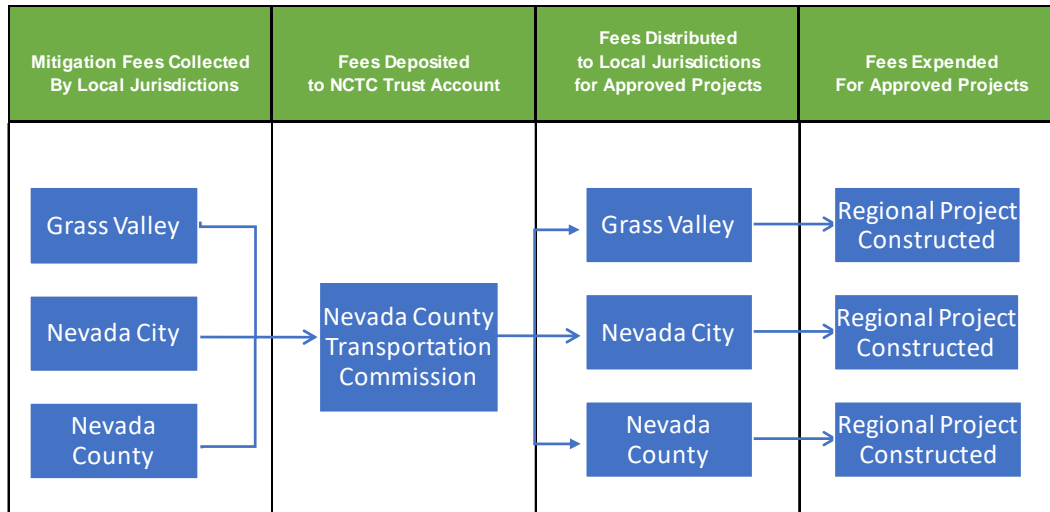
- **Annual Report:** The local agency shall review the information in the Annual Report at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public, as required by this subdivision. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the local agency for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year (see CGC§ 66006(b)(2)).
- **Five-Year Report:** Five-Year Reports have the same requirements for noticing and review as described above for annual reports. The five-year report should be reviewed at the same meeting as that year's annual report.

Disposition of RTMF Revenues

The fees that are paid to Nevada County, Grass Valley, and Nevada City are to be deposited into a trust account for which the NCTC is the treasurer. The three local jurisdictions are then responsible for implementing and constructing the projects

approved by the NCTC Executive Committee. They are to be reimbursed by NCTC for the cost incurred up to, but not exceeding, the project cost estimates in the approved CIP, upon submittal of valid invoices. A graphical illustration of the fee collection and disposition process is shown in **Exhibit 5**.

Exhibit 5. Fee Collection and Disposition Process



Annual Program Accountability

An annual report will be produced that will show the most current revenue balance for the RTMF Program, as well as provide a status of the Regional System projects to be constructed with the fee revenues. This report must be made available to the public within 180 days after the last day of each fiscal year (see CGC§ 66006(b)(1)).

In addition, annual fiscal audits by an independent accounting firm are required by law to examine the fiscal responsibility of local governments. The NCTC is subject to an annual financial audit. The annual report and the annual financial audit will serve as the accountability mechanisms for the collection and use of the RTMF revenue.

Surplus Funds

If the RTMF program is terminated, then in accordance with State law, the jurisdictions may use the funds to complete eligible projects included in the RTMF Program and/or return surplus or unexpended funds to the current owners of the properties that paid the unexpended funds remaining in the RTMF program.

Local Administration

The RTMF fee schedule will be adopted by Grass Valley, Nevada City, and Nevada County through ordinances authorizing collection of the RTMF, and through resolutions establishing the RTMF. The RTMF fee schedule will be effective no sooner than 60 days following final action by each local agency on the ordinances authorizing collection of the RTMF, and on the resolutions establishing the RTMF. The local ordinances or resolutions should reference the annual inflation adjustment process discussed in this Administrative Plan.

The local jurisdictions are responsible for collecting the RTMF. Fees collected and a corresponding activity report are to be transmitted to the Executive Director of NCTC either annually or bi-annually (in January and July) depending on the amount of fees generated. If over \$10,000 has been collected during the prior 6 months, then the fees shall be transmitted within 30 days of the six-month period (January through June or July through December) in which the fees were collected. Otherwise, the jurisdiction may wait to transmit the fees until 30 days following the calendar year in which the fees were collected.

In accordance with the Mitigation Fee Act, NCTC will deposit, invest, account for, and disburse the transmitted fees. Participating jurisdictions are required to transmit quarterly reports to NCTC that shall include, but not be limited to, the following information regarding the RTMF Program status:

- **Quarterly Remittance/Activity Reports**—Within 30 days of the end of the quarter in which RTMF was collected, the participating jurisdiction shall submit the standard Remittance/Activity Report to NCTC containing information necessary for NCTC to determine the total amount of fees collected within each fee category as it relates to the number of building permits, certificates of occupancy, or final inspections issued during the same period of time. The information in the Remittance/Activity Report shall include: the name of the developer or payee, project address, APN, total square feet or number of dwelling units, credits issued, and such other information as requested by NCTC. This information will assist NCTC in tracking new development, total revenue received, and revenue projections for purposes of program audits and program updates. If an audit is required due to reporting and remittance irregularities, the jurisdiction will incur the cost of the audit.

Administrative Costs

The RTMF Program includes the costs of program administration and comprehensive program updates. NCTC administration costs will be reimbursed on a time and materials basis, but not to exceed \$10,000 per year. The total cost for comprehensive program updates has been set at \$150,000 for each update.

5. Challenging the RTMF Program

Any member of the public, including an applicant for a development project, may submit evidence that the RTMF nexus findings are insufficient or failed to comply with state law. Evidence submitted pursuant to this subdivision may include, but is not limited to, information regarding the proposed fee calculation, assumptions, or methodology or the calculation, assumptions, or methodology for an existing fee upon which the proposed fee or fee increase is based.

If such a challenge arises, then the governing board of RTMF, or the member agency to which the evidence was submitted, shall consider the evidence in a timely manner. After considering the evidence, the governing board may change the fee as deemed necessary by the board (see CGCS 66019(d)).

6. RTMF Program Appeals

RTMF Program appeals shall only be made in accordance with the provisions of this chapter.

Persons or Entities Who Have Standing to Appeal

No person or entity shall have standing to initiate an RTMF Program appeal except those persons or entities who are responsible for paying the RTMF and have an unresolved appealable issue or matter.

Appealable Issues and Matters

No issue or matter shall be heard or reviewed under the appeals process detailed in this chapter unless the issue or matter is appealable. An issue or matter is appealable if a qualified person or entity (Appellant) has a good-faith dispute directly related to Appellant's Property regarding one or more of the following items (RTMF Dispute):

- Amount of Appellant's RTMF obligation
- Administration of RTMF Credits
- Exemption of Appellant's property from the RTMF Program
- Administration of RTMF reimbursements
- RTMF refunds

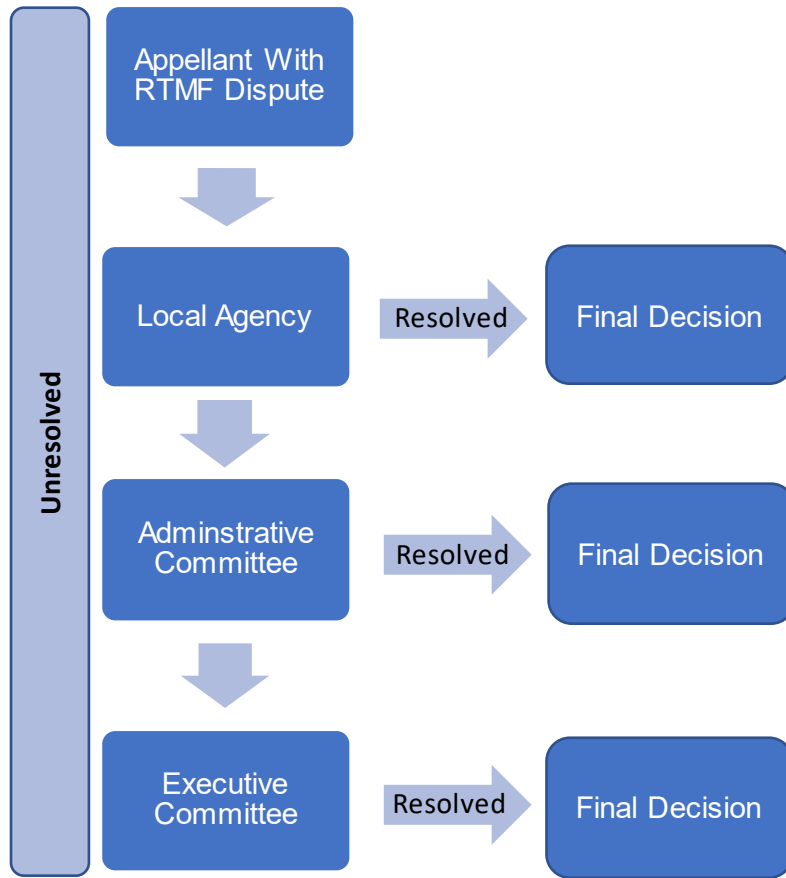
Appeals Process

Exhibit 6 outlines the potential levels of the Appeals process.

1. If an Appellant has an RTMF dispute, the Appellant shall first attempt to resolve the dispute with the staff of the local jurisdiction.
2. If the RTMF dispute remains unresolved after a reasonable attempt to address it at the local level, the Appellant may submit a written appeal to the NCTC Executive Director. The written appeal shall clearly identify key issues in the RTMF dispute. The NCTC Executive Director shall present the matter to the Administrative Committee. If the Administrative Committee determines the issue or matter is not a RTMF dispute, the written appeal shall be rejected. The Administrative Committee's decision shall be provided in writing to the Appellant.

3. If the Appellant desires further review and consideration, the Appellant must submit a written request for review to the NCTC Executive Director within five days of receiving the Administrative Committee's written decision.
4. The RTMF dispute shall be presented to the NCTC Executive Committee within 30 days of the receipt of the appeal.
5. At the conclusion of the 30-day period, the Executive Committee shall render a written decision on the appeal. The decision of the Executive Committee shall be final.

Exhibit 6. Appeals Process



7. California Environmental Quality Act Mitigation

The RTMF Program is a current financing mechanism dependent on future actions of the NCTC Executive Committee for improvements to the Regional System. The NCTC Executive Committee and its associated committees prioritize and schedule Regional System improvements. The appropriate environmental documentation, as required by the California Environmental Quality Act (CEQA), must be completed before a project can commence construction.

The RTMF Program was developed to mitigate the cumulative impacts of future growth on the Regional System. It was not developed to mitigate project-specific traffic impacts. Accordingly, the program does not relieve any development project of the responsibility to mitigate project-specific impacts identified in the environmental analysis prepared for the project. When a development project is required to construct Regional System facilities as project-specific mitigation, it shall be eligible for credit or reimbursement.



APPENDICES:

Appendix A: RTMF Calculation Examples for
Accessory Dwelling Units

Appendix B: Guidelines for Administration of
Programmed Projects in the
Adopted Five-Year
Transportation Improvement
Program

APPENDIX A:

RTMF Calculation Examples for Accessory Dwelling Units



Example 2: 1,000 Sq. Ft. Accessory Dwelling Unit; 2,850 Sq. Ft. Primary Residence

Accessory Dwelling Unit (ADU) RTMF Calculation Form

Owner _____

Contractor _____

Permit Reference Number _____

Permit Type _____

Property ID _____

Job Address _____

Date _____

Primary Residence

Property ID APN: 123-456-789

Land Use Category Single Family Residential Large

Building Square Feet (A)
(excluding garage and other uninhabitable space) 2,850

Fee for Primary Unit, if it were new (B)
(See table below) \$5,396

ADU Building Square Feet (C)
(excluding garage and other uninhabitable space) 1,000

Exempt (Y or N)
(Exempt if ADU square feet < 750) N

If Not Exempt (Exempt = N), provide information below:

ADU Percentage [(D) = (C)/(A)]
(ADU Sq. Ft. / Primary Residence Sq. Ft.) 35%

ADU RTMF Calculation

ADU Floor Space Percentage * Fee for Primary Residence
(E) = (B) * (D) \$5,396 * 35% = \$1,893.49

Fee Table for Primary Residence (if it were new)

Single Family Residential

Small (<1,500 sq. ft.)	\$4,030
Medium (1,501 to 2,500 sq. ft.)	\$4,868
Large (> 2,500 sq. ft.)	<u>\$5,396</u>

Multiple Family Residential

Small (<1,500 sq. ft.)	\$1,128
Medium (1,501 to 2,500 sq. ft.)	\$1,363
Large (> 2,500 sq. ft.)	\$1,511

Mobile Home in Park

Small (<1,500 sq. ft.)	\$2,775
Medium (1,501 to 2,500 sq. ft.)	\$3,352
Large (> 2,500 sq. ft.)	\$3,716

Retirement/Senior Residential

Small (<1,500 sq. ft.)	\$780
Medium (1,501 to 2,500 sq. ft.)	\$942
Large (> 2,500 sq. ft.)	\$1,045

TOTAL	Total Mitigation Fees	\$ _____
	Credits Applied	\$ _____
	Net Mitigation Fees	\$ _____

Example 3: 1,000 Sq. Ft. Accessory Dwelling Unit; 2,500 Sq. Ft. Primary Residence

Accessory Dwelling Unit (ADU) RTMF Calculation Form

Owner	Contractor
Permit Reference Number	Permit Type
Property ID	Job Address
Date	

Primary Residence

Property ID APN: 123-456-789

Land Use Category Single Family Residential Medium

Building Square Feet (A) 2,500
(excluding garage and other uninhabitable space)

Fee for Primary Unit, if it were new (B) \$4,868
(See table below)

ADU Building Square Feet (C) 1,000
(excluding garage and other uninhabitable space)

Exempt (Y or N) N
(Exempt if ADU square feet < 750)

If Not Exempt (Exempt = N), provide information below:

ADU Percentage [(D) = (C)/(A)] 40%
(ADU Sq. Ft. / Primary Residence Sq. Ft.)

ADU RTMF Calculation

ADU Floor Space Percentage * Fee for Primary Residence
 $(E) = (B) * (D)$ \$4,868 * 40% = \$1,947.10

Fee Table for Primary Residence (if it were new)

Single Family Residential	
Small (<1,500 sq. ft.)	\$4,030
Medium (1,501 to 2,500 sq. ft.)	\$4,868
Large (> 2,500 sq. ft.)	\$5,396
Multiple Family Residential	
Small (<1,500 sq. ft.)	\$1,128
Medium (1,501 to 2,500 sq. ft.)	\$1,363
Large (> 2,500 sq. ft.)	\$1,511
Mobile Home in Park	
Small (<1,500 sq. ft.)	\$2,775
Medium (1,501 to 2,500 sq. ft.)	\$3,352
Large (> 2,500 sq. ft.)	\$3,716
Retirement/Senior Residential	
Small (<1,500 sq. ft.)	\$780
Medium (1,501 to 2,500 sq. ft.)	\$942
Large (> 2,500 sq. ft.)	\$1,045

TOTAL	Total Mitigation Fees	\$	
	Credits Applied	\$	
	Net Mitigation Fees	\$	



APPENDIX B:
Guidelines for Administration of
Programmed Projects in the
Adopted Five-Year
Transportation Improvement Program

Annual Review of Five-Year TIP

Once a Five-Year TIP is adopted by the Executive Committee, the TIP shall be incorporated into and governed by these guidelines, the Administrative Plan, and the Strategic Plan in accordance with AB 1600. NCTC staff should meet with the Technical Advisory Committee annually to review the status of all programmed projects on the Five-Year TIP and bring any project adjustment requests to the Executive Committee for approval. The goals of the annual review process are as follows:

- To update project cost estimates.
- To review project status.
- To determine the continued viability of projects.
- To review the backlog of reimbursement projects.
- To address local jurisdiction issues.
- To address compliance with AB 1600.

Annual Adjustments to Five-Year TIP

In accordance with the Five-Year TIP and the original reimbursement agreement with the NCTC (lead jurisdiction), all approved projects' funding and schedules are directly tied to critical milestones. As such, requests to change a project's funding or schedule shall necessitate an amendment to the original agreement and the adopted Five-Year TIP.

Annual Five-Year TIP adjustments could include, but are not limited to:

- Scope of work reductions or additions
- Project or phase delays
- Project or phase cancellations
- New shelf-ready network projects being added as replacement projects
- Project or phase advances

Levels of Approval for Five-Year TIP Adjustments

Executive Committee

The following shall be approved and adopted by the Executive Committee as required in the Administrative Plan:

1. Annual updates to the TIP.
2. Requests to increase total RTMF funding allocations to projects in the TIP. These requests may be made by the local jurisdiction administratively outside of the annual TIP update cycles if deemed necessary by one of the

participating jurisdictions and NCTC management due to unforeseen circumstances that necessitate immediate action. Such unforeseen circumstances shall include, but not be limited to, higher than expected bid prices. NCTC staff will obtain action from the Executive Committee in these cases either by calling for a Special Executive Committee meeting or through individual consultation.

3. Administrative requests to advance funds or adjust project schedules on TIP approved projects, upon the recommendation of the Administrative Committee. Such advancements are subject to the following conditions:
 - Jurisdiction's proof of readiness to move forward with project.
 - Confirmation that RTMF current cash flow can support the advancement or change.

NCTC Executive Director

The NCTC Executive Director shall be responsible for the review and approval of the following changes to an approved TIP, including the review and approval of any necessary agreements:

1. Change in lead jurisdiction, with the written consent of both the transferring and accepting lead jurisdiction.
2. Cancellation of project upon request of the local jurisdiction. In the event of cancellation, all RTMF funds programmed to said project shall revert to the RTMF Trust Account.
3. Approval of final completion of the project. Upon notification from the jurisdiction that a project has been completed, all unused funds programmed for that project shall revert to the RTMF Trust Account.
4. All other administrative requests, upon consultation with the Administrative Committee.

Administrative Committee

The Administrative Committee shall have the following responsibilities:

1. Provide review and approval of requests to move funds within project categories (environmental, design, etc.) administratively, contingent upon participating jurisdiction's certification of viability of all phases.
2. Provide recommendations to the NCTC Executive Director on any other requests that are deemed administrative in nature by the Executive Director.

All administrative adjustments will be submitted to the Executive Committee as part of the next Annual Review Report for final adoption.

Obligating Programmed Funds

The RTMF Program has established the policy that construction projects take priority, and therefore NCTC limits the obligation of RTMF dollars. NCTC has two options by which to obligate RTMF. In both options, steps 1, 2 and 3 (Option A) or 6 (Option B) must be completed by the local jurisdiction to ensure RTMF funding can be made available for use on an eligible project. Since RTMF project funds are generally obligated on a first come first served basis, failure to follow the prescribed steps for either option may preclude a project sponsor from receiving RTMF payments for completed work until sufficient funds are available to be obligated.

Option A

Funding for a project programmed in the Five-Year TIP is not considered obligated by NCTC until certain steps outlined below have been accomplished by the local jurisdiction.

1. Ensure that funding for the project phase is **programmed in the current year** of an adopted Five-Year TIP.
2. Ensure that there is a **signed (executed) reimbursement agreement** that matches the funding amount with the funding amount of the project phase in the adopted TIP.
3. Submit **an invoice for RTMF eligible work** prior to the end of the fiscal year to obligate the project phase funding. At the time of submitting the first invoice, the project sponsor will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.
4. NCTC will obligate the entire phase of the project if there is available revenue at the time the invoice is submitted.

Option B

Funding for a project programmed in the Five-Year TIP is not considered obligated by NCTC until the steps outlined below have been accomplished by the local jurisdiction.

1. Ensure that funding for the project phase is **programmed in the current year** of an adopted Five-Year TIP.
2. Ensure that there is a **signed (executed) reimbursement agreement** that matches the funding amount with the funding amount of the project phase in the adopted TIP.

3. Send NCTC a letter of **notice of intent** to issue a request for proposal (RFP), solicit bids, make an offer to purchase ROW, or other similar actions to verify that sufficient funding is available and that funds are obligated and reserved exclusively for the particular project phase.
4. Receive a **notice of obligation** from NCTC within 14 working days of receipt of the notice of intent confirming the amount of funding that is obligated and reserved exclusively for the particular project phase. Alternatively, the project sponsor will receive a **notice of deferred obligation** if NCTC determines that insufficient funds are available for the project phase to be obligated.
5. Award the project and execute a contract within four months of receipt of the notice of obligation from NCTC, and send a letter of **confirmation of award** to NCTC, including evidence of a Board/Council action relating to the project award and contract execution.
6. Commence project work and submit the **first invoice** for payment within nine months of receipt of a letter of obligation by NCTC to preserve fund obligation. At the time of submitting the first invoice, the project sponsor will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.

If a contract has not been executed within four months of receipt of the notice of obligation from NCTC (step 5), there will be a review of the project status. Based on the review of project status, NCTC will either:

1. Extend the fund obligation for up to a total of nine months from the notice of obligation if the project sponsor can demonstrate a realistic expectation that the project will be awarded and a confirmation of award can be provided to NCTC within that time frame; or
2. De-obligate the funds.

Similarly, if the first invoice has not been submitted to NCTC within nine months of receipt of the letter of obligation (step 6), there will be a review of the project status. Based on the review of project status, NCTC will either:

1. Extend the fund obligation for up to an additional nine months if the project sponsor can demonstrate a realistic expectation that the project work will commence and a first invoice is submitted within that time frame; or
2. De-obligate the funds.

Project Priorities and Expenditure Plans

Setting project priorities and establishing an Expenditure Plan are two critical steps necessary in implementing a mitigation fee program. In **Exhibit 7**, the RTMF Capital Improvement Program, there is a column titled Funding Priority where NCTC will record project priorities once they are adopted.

Exhibit 8, the RTMF Expenditure Plan, will be based on the project priorities in **Exhibit 7** and an assumed revenue generation across the twenty years of the program, with 30 percent of the funding from the fee collections set aside for repayment of the bonds issued for the Dorsey Drive Interchange project. Once the project priorities have been adopted by NCTC, they will be used to allocate the funding available for other projects on a year-by-year basis. The project priorities used in the Expenditure Plan can only be changed by unanimous vote of the NCTC Executive Committee.

Exhibit 7. RTMF Capital Improvement Program

Project ID	Facility	Location	Updated Cost Estimate	% of Need Attributable to New Development	Costs Attributable to New Development	Funds from Other Sources Beyond Amount Needed for Existing Deficiencies	RTMF Funds Currently Available or Collected in Prior Years	Amount Potentially Collectable from RTMF	Funding Priority (to be determined)
			(A)	(B)	(C) = (A)*(B)	(D)	(E)	(F)=(C)-(D)-(E)	
1	SR-49 Interchange	Dorsey Drive	\$24,000,000	33%	\$7,991,555	\$3,377,164	\$2,729,732	\$1,884,659	
2	E.Main St	@ Bennett St/Richardson St	\$1,500,000	100%	\$1,500,000	\$0	\$1,500,000	\$0	
3	SR-49 SB	PM 13.1 to PM 11.0 (SB)	\$21,000,000	48%	\$10,040,404	\$7,440,404	\$0	\$2,600,000	
4	McKnight Way Interchange	@ S. Auburn St/La Barr Meadows Rd	\$9,663,269	100%	\$9,663,269	\$2,000,000	\$0	\$7,663,269	
5	McCourtney Rd	@ SR 20 EB Ramps	\$2,083,969	63%	\$1,317,068	\$0	\$0	\$1,317,068	
6	SR 20/49 NB Ramps	@ Idaho Maryland Rd	\$1,847,696	100%	\$1,847,696	\$0	\$0	\$1,847,696	
7	SR 20/SR 49	@ Uren St	\$1,457,566	39%	\$568,304	\$0	\$0	\$568,304	
8	Brunswick Road	@ SR 174/Colfax Highway	\$1,384,179	100%	\$1,384,179	\$0	\$0	\$1,384,179	
9	SR-49	@ Coyote St	\$468,604	43%	\$199,938	\$0	\$0	\$199,938	
10	Admin Costs and 5-year reviews (2% of program)			100%				\$349,302	
Total			\$63,405,283		\$34,512,413	\$12,817,568	\$4,229,732	\$17,814,415	
As a percent of total costs for needed projects					54%	20%	7%	28%	

Exhibit 8. RTMF Expenditure Plan

Fiscal Year	Anticipated Revenue	Share of Revenue for Dorsey Drive (30% until Bonds are paid off)	Cumulative Funding for Dorsey Drive	Share of Revenue for Other Projects	Expense	Balance of Funding Available for All Other Projects	Projects
	(A)	(B)	(C) = Previous(C) + (B)	(D)=(A)-(B)	(E)	(F)=Previous(F)+(A)-(E)	
22-Jul			\$ 22,115,341			\$ 91,702	
2023/24	\$ 886,136	\$ 265,841	\$ 22,381,182	\$ 620,295	\$ 265,841	\$ 711,997	#1 Dorsey Drive bonds
2024/25	\$ 886,136	\$ 265,841	\$ 22,647,023	\$ 620,295	\$ 265,841	\$ 1,332,292	#1 Dorsey Drive bonds
2025/26	\$ 886,136	\$ 265,841	\$ 22,912,863	\$ 620,295	\$ 265,841	\$ 1,952,587	#1 Dorsey Drive bonds
2026/27	\$ 886,136	\$ 265,841	\$ 23,178,704	\$ 620,295	\$ 265,841	\$ 2,572,882	#1 Dorsey Drive bonds
2027/28	\$ 886,136	\$ 265,841	\$ 23,444,545	\$ 620,295	\$ 265,841	\$ 3,193,177	#1 Dorsey Drive bonds
2028/29	\$ 886,136	\$ 265,841	\$ 23,710,385	\$ 620,295	\$ 265,841	\$ 3,813,472	#1 Dorsey Drive bonds
2029/30	\$ 886,136	\$ 265,841	\$ 23,976,226	\$ 620,295	\$ 265,841	\$ 4,433,767	#1 Dorsey Drive bonds
2030/31	\$ 886,136	\$ 23,774	\$ 24,000,000	\$ 862,362	\$ 23,774	\$ 5,296,128	#1 Dorsey Drive bonds
2031/32	\$ 886,136			\$ 886,136		\$ 6,182,264	
2032/33	\$ 886,136			\$ 886,136		\$ 7,068,400	
2033/34	\$ 886,136			\$ 886,136		\$ 7,954,535	
2034/35	\$ 886,136			\$ 886,136		\$ 8,840,671	
2035/36	\$ 886,136			\$ 886,136		\$ 9,726,807	
2036/37	\$ 886,136			\$ 886,136		\$ 10,612,942	
2037/38	\$ 886,136			\$ 886,136		\$ 11,499,078	
2038/39	\$ 886,136			\$ 886,136		\$ 12,385,213	
2039/40	\$ 886,136			\$ 886,136		\$ 13,271,349	
2040/41	\$ 886,136			\$ 886,136		\$ 14,157,485	
2041/42	\$ 886,136			\$ 886,136		\$ 15,043,620	
2042/43	\$ 886,136			\$ 886,136		\$ 15,929,756	
Total	\$ 17,722,712	\$ 1,884,659		\$ 15,838,053	\$ 1,884,659		

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



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 1030.2.4.3

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Special Services Contract for Ladriz AI for Evacuation Software and Support Services, Resolution 23-22

DATE: July 19, 2023

RECOMMENDATION: Adopt Resolution 23-22 authorizing the Executive Director to execute a one-year Special Services Contract with Ladriz AI for proprietary evacuation software and support services in the amount of \$14,700.

BACKGROUND: NCTC's Administrative Operating Procedures, Section V, Item A, requires that a contract that exceeds \$10,000 be presented to NCTC for review and approval. The enclosed contract with Ladriz AI has been reviewed by NCTC's legal counsel and is presented for your approval.

With the completion of the Ready Nevada County Extreme Climate Event Mobility Adaptation Plan in 2022, NCTC staff have been working collaboratively with Nevada County Office of Emergency Services to pursue funding opportunities in relation to evacuation improvements to state highway corridors in Nevada County. NCTC staff desire to execute a one-year contract with Ladriz AI for proprietary evacuation software and support services, which will allow staff to analyze different evacuation scenarios and determine the benefits of proposed improvements. This information is needed for staff to be able to document reductions in evacuation times resulting from proposed improvements in state and federal grant funding applications.

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

APPROVAL OF NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
SPECIAL SERVICES AND SUPPLIES CONTRACT WITH LADRIS AI FOR EVACUATION
SOFTWARE AND SUPPORT SERVICES

WHEREAS, funding for this project has been included in the FY 2023/24 Overall Work Program;
and

WHEREAS, in accordance with the Nevada County Transportation Commission's (NCTC)
procurement procedures and in consultation with NCTC's legal counsel it was determined that a sole
source procurement is justified; and

WHEREAS, NCTC is purchasing access to proprietary software and support services with local
funding and it is necessary to ensure consistency with the current evacuation planning efforts of
Nevada County Office of Emergency Services; and

WHEREAS, Ladriss AI Evacuation Software and Support Services are to be purchased for a one-year
term at an amount not to exceed \$14,700; and

WHEREAS, in accordance with NCTC's Administrative Operating Procedures, Section V, Item A,
requires that a contract that exceeds \$10,000 be presented to NCTC for review and approval.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission
authorizes the Chair to execute the one-year agreement between NCTC and Ladriss AI for Evacuation
Software and Support Services.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 19, 2023 by
the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chairman
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

SAAS AGREEMENT FOR CLOUD SERVICES (ENTERPRISE VERSION)

This Software as a Service Agreement (the "**Agreement**"), is between Ladriss Technologies, Inc., a California Corporation ("**Ladriss**") with offices located at 980 9th Street, Sacramento, CA 95814, and the Nevada County Transportation Commission ("**Customer**"), a government entity with offices located at 101 Providence Mine Rd # 102, Nevada City, CA 95959. Ladriss and Customer (each a "**Party**" and collectively, the "**Parties**") hereby agree, as of the Effective Date, as follows:

ARTICLE I. INITIAL DEFINITIONS

Section 1.01 Selected Terms

Effective Date means: 07-25-2023	Initial Term means: one year
Prior NDA means: N/A	
The business contact for Ladriss is: Attn: Customer Service Title: Ladriss Technologies, Inc. Address: 980 9 th Street, Sacramento, CA 95814 Tel.: +1 (888) 985-0031 Email: service@ladris.com	The business contact for the Customer is: Attn: Mike Woodman Title: Executive Director Address: 101 Providence Mine Rd # 102, Nevada City, CA 95959 Tel.: (530) 265-3202 Fax: (530) 265-3260 Email: mwoodman@nccn.net

Section 1.02 Additional Defined Terms.

"**Access Credentials**" means any user name, password, license or security key, security token, or other method, technology or device used, alone or in combination, to authenticate and authorize access to and use of the Cloud Services.

"**Affiliate**" means, with respect to any corporate entity, a company controlled by, controlling, or under common control of a parent entity.

"**Authorized User**" means an employee of Customer authorized to use the Cloud Services pursuant to Section 3.01 and the other terms and conditions of this Agreement. Independent contractors of Customer may also be Authorized Users to the extent, and while, such independent contractors are engaged in the business of Customer.

"**Cloud Services**" means the Ladriss Operator cloud-based software as a service for disaster, transportation and infrastructure modeling and all new versions, updates, revisions, improvements and modifications of the foregoing, including the software that Ladriss uses to provide remote access to and use of the Cloud Services.

“Contract Year” means the period of twelve (12) consecutive months during the Initial Term of this Agreement, commencing on the Effective Date, and with, with respect to any contract renewal, each subsequent period of twelve (12) consecutive months commencing on the anniversary of the Effective Date.

“Covered Region” shall mean (1) in the case of a customer that is a government entity the jurisdictional boundaries of the Customer; and (2) in the case of a non-government entity, the regions specified in the Purchase Order. The definition of Covered Region may be modified in any signed purchase order.

"Customer Data" means information, data, images, maps, zone, video and other content, regardless of form or medium, that is collected, downloaded or otherwise received from Customer or an Authorized User for processing by the Cloud Services, but does not include metadata derived from Customer usage.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks operated by Customer.

"Documentation" means any manuals, instructions or other documents or materials in any medium, as updated from time to time, that the Ladriz provides or makes available to Customer.

"Harmful Code" means any software, hardware or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent a customer or end user from accessing or using the Cloud Services as intended by this Agreement.

"Intellectual Property Rights" means any and all patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world including any such intellectual property rights which come into existence following the Effective Date of this Agreement.

“Ladriz Data” means (i) all data and information provided by the Cloud Services that is proprietary to Ladriz or its licensors, (ii) all metadata captured by the Cloud Services, including time and duration of simulations, parameters set by Customer in running simulations, and frequency of use, and (iii) all Resultant Data.

"Ladriz Materials" means the Specifications, Documentation and any and all other information, data, documents, materials and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided to Customer or used by Ladriz or any Subcontractor in connection with the Cloud Services or Ladriz Systems. For the avoidance of doubt, Ladriz Materials include Ladriz Data and Resultant Data, but do not include Third Party Materials or Customer Data.

"Ladriz Personnel" means all individuals involved in the performance of Cloud Services as employees, agents or independent contractors of Ladriz or any Subcontractor.

"Ladriz Systems" means the information technology infrastructure used by or on behalf of Ladriz to operate, maintain and make available the Cloud Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Ladriz or through the use of Subcontractors.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, or other liabilities, awarded in a final judgment, including interest, awards, penalties, fines, costs and expenses, as well as reasonable attorneys' fees; provided,

however, that losses shall not include (i) any amounts resulting from loss of property, loss of services, personal injury, or death resulting from an evacuation or wildfire, or (ii) loss resulting from any other hazardous activity.

"**Map**" shall mean any diagrammatic or digital representation of all or any portion of the Covered Region displaying the relative positions and connections of different components or attributes, such as roads, zones, topography, or utility infrastructure, for the purpose of disaster planning, evacuation modeling, or other plan or analysis.

"**Open Source Program(s)**" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Purchase Order**" means a written order for the acquisition of Cloud Services by Customer, duly executed by both parties that includes pricing and licensing information.

"**Representatives**" means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants and legal advisors.

"**Resultant Data**" means information, data and other content that is derived by or through the Cloud Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. Resultant Data includes but is not limited to information, data or other content derived from Ladriss' analysis of Customer's access of the Cloud Services.

"**Seat**" means a named individual who is authorized by Customer to use its subscription access to the Cloud Services. Seats may be reallocated among individuals but no more than once every three months.

"**Specifications**" means the published technical description for the Cloud Services or Documentation.

"**Third Party Materials**" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, APIs, products, equipment or components of or relating to the Cloud Services that are not proprietary to Ladriss or its licensors.

ARTICLE II. CLOUD SERVICES.

Section 2.01 Cloud Services. During the Term of this Agreement (as set forth in Article X), Ladriss shall provide to Customer, and their Authorized Users access in the manner set forth in the Purchase Order to the Cloud Services and subject to the additional provisions of Section 3.01 (Authorization and Customer Restrictions). Use of the Cloud Services for modeling and simulations shall extend to the Covered Region only. The Cloud Services shall be provided 24 hours per day, seven days per week every day of the year, except as provided in Article 5 (Service Levels and Service Credits.)

Section 2.02 Cloud Services and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- (a) the Cloud Services, Ladriss Materials and Ladriss Systems shall be operated, maintained and managed by Ladriss;
- (b) the Cloud Services may be operated on hardware and at locations owned, maintained and managed by a third-party supplier to Ladriss; and
- (c) Customer will retain sole control over the operation, maintenance and management of the Customer Systems, and shall have sole responsibility for all access to and use of the Cloud Services and Ladriss Materials by or through the Customer Systems, including any: (i) Customer Data, or other

information, instructions or materials provided by Customer or any Authorized User; and (ii) the distribution of Customer Data based on use of the Cloud Services.

Section 2.03 Changes. Ladriz reserves the right, in its sole discretion, to make any changes to the Cloud Services and Ladriz Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Ladriz' Cloud Services to its customers, (ii) the competitive strength of or market for Ladriz' Cloud Services or (iii) the Cloud Services' cost, efficiency or performance; or (b) to comply with applicable Law.

Section 2.04 Subcontractors. Ladriz may from time to time in its discretion engage third parties to operate, maintain, and make available perform the Cloud Services (each such third party being a "**Subcontractor**").

Section 2.05 Suspension or Termination of Cloud Services. Ladriz may, directly or indirectly, suspend, terminate or otherwise deny access to or use of all or any part of the Cloud Services or Ladriz Materials by Customer, or any Authorized User if: (a) Ladriz receives a judicial or other governmental demand or order, or law enforcement request that requires Ladriz to do so; or (b) Ladriz believes, in its good faith and sole discretion, that: (i) Customer or such Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Cloud Services beyond the scope of the rights granted; or (ii) Customer or such Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities. This Section 2.05 does not limit any of Ladriz' other rights or remedies, whether at law or in equity.

ARTICLE III. AUTHORIZATION AND CUSTOMER RESTRICTIONS.

Section 3.01 Authorization. Ladriz authorizes Customer and its Authorized Users to access and use the Cloud Services and such Ladriz Materials as Ladriz may supply to Customer. This access and use is limited to use by Customer for its internal business, or in the case of governments, in exercise of its own responsibilities to its residents. This authorization is non-exclusive and non-transferable, other than as may be set forth in Section 14.06 (Assignment).

Section 3.02 Prohibitions. Customer shall not (i) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code or object code of the Cloud Service software, in whole or in part, or (ii) copy, modify, or prepare derivative works of the Cloud Service software or the Ladriz Materials.

Section 3.03 Additional Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, copy, distribute, reproduce, incorporate, use, or access the Cloud Services or Ladriz Materials in any manner except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. Without limiting the generality of the foregoing, Customer shall not, except as this Agreement (or any applicable open source license) expressly permits:

- (a) access or use the Cloud Services other than through the use of valid Access Credentials;
- (b) input, upload, transmit or otherwise provide to or through the Cloud Services any information or materials that are unlawful, injurious, or contain, transmit or activate any Harmful Code;
- (c) remove, delete, alter or obscure any trademarks, terms of service, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Cloud Services or Ladriss Materials, including any copy thereof; or
- (d) access or use the Cloud Services or Ladriss Materials for the development of a competing software service or product or any other purpose that is to Ladriss' detriment or commercial disadvantage.

ARTICLE IV. SUPPORT.

Section 4.01 Customer. Basic Support and maintenance shall be provided for Customers as set forth in Attachment 1. Customer may purchase enhanced support for Cloud Services separately, or in the future at Ladriss' then-current rates.

ARTICLE V. SERVICE LEVELS AND CREDITS.

Section 5.01 Service Levels. During the Term of this Agreement, Ladriss will use commercially reasonable efforts to make the Cloud Services Available at least 99.5% of the time as measured over the course of each calendar month during the Term (each such calendar month, a " **Cloud Service Period**"), excluding unavailability as a result of any of the Exceptions described below in Section 5.04 (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Cloud Services to meet the Availability Requirement. "**Available**" means the Cloud Services are available for access and use over the Internet and are operating in substantial accordance with the Specifications.

Section 5.02 Service Level Failures and Remedies. In the event of a Service Level Failure, and if Customer otherwise meets its obligations under this Agreement, Ladriss shall issue a credit to Customer in the amount of a percentage of the Fees due for the Cloud Service Period in which the Service Level Failure occurred (each a "**Service Credit**") as set forth in the following table: In the first column, the Percentage of Availability shall be calculated according to the formula set forth in Section 5.03 below.

Percentage of Availability	Amount of Service Credit
between 98.0% and 99.5%	10%
between 95.0% and 98.0%	18%
below 95.0%	40%

In addition, all Service Credits shall be subject to the following:

- (a) Ladriss has no obligation to issue any Service Credit unless Customer requests such Service Credit and provides to Ladriss the supporting information set forth in Section 5.02(b) below within seven (7) days following the end of the applicable Cloud Service Period;
- (b) Customer must provide to Ladriss all information necessary to document the Service Level Failure, including without limitation, log files showing the period(s) when the Cloud Services were not Available, the date(s) and time(s) on which they occurred, the number and location(s) of the affected

Authorized Users (if applicable); descriptions of Customer’s attempts to resolve the matter; and any other pertinent information;

- (c) in no event will a Service Level Credit for any Cloud Service Period exceed fifty percent (50%) of the total Fees that would be payable for that Cloud Service Period if no Service Level Failure had occurred;
- (d) if a dispute arises with respect to any Service Level Failure, Ladriss will make a good faith determination to resolve the dispute based on its system logs, monitoring reports, configuration records, and other available information, which Ladriss shall make available to Customer upon Customer’s request; and
- (e) any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Cloud Service Period in which the Service Level Failure occurred. This Section 5.02 sets forth Ladriss’s sole obligation and liability and Customer's sole remedy for any Service Level Failure.

Section 5.03 Measurement. If the Cloud Services are provided from servers operated and maintained by a nationally recognized cloud service provider (such as AWS or Azure), then availability will be measured by such provider’s standard processes and formulas therefore. In all other cases, the percentage Availability shall be calculated according to the following formula:

$\text{Percentage of Availability} = 100 \times \frac{(\text{Anticipated Available Minutes} - \text{Unavailable Minutes})}{\text{Anticipated Available Minutes}}$

In this Percentage of Availability formula:

“**Anticipated Available Minutes**” means the Total Minutes less the Excluded Minutes.

“**Excluded Minutes**” means that the total number of minutes the Cloud Services were not available as a consequence of the exclusions set forth below in Section 5.04, as reasonably determined by Ladriss.

“**Unavailable Minutes**” means the number of minutes during the relevant Cloud Service Period that the Cloud Services were not available, not including Excluded Minutes.

“**Total Minutes**” means the total number of minutes in the relevant Cloud Service Period.

Section 5.04 Exceptions. For purposes of calculating the Availability Requirement, the following are "**Exclusions**" to the Availability Requirement, and neither the Cloud Services will be considered not Available nor any Service Level Failure be deemed to occur that is due, in whole or in part, to any:

- (a) access to or use of the Cloud Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, in a manner that does not strictly comply with this Agreement and the Documentation;
- (b) Any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement;
- (c) Customer's or its Authorized User's Internet connectivity;
- (d) Force Majeure Event;
- (e) Scheduled Downtime in accordance with Section 5.05; and
- (f) any suspension or termination of Customer's or any Authorized Users' access to or use of the Cloud Services as permitted by this Agreement.

Section 5.05 Scheduled Downtime. Ladriss will use commercially reasonable efforts to give Customer at least five hours prior notice of all scheduled outages of the Cloud Services, **Scheduled Downtime** shall mean any such scheduled outage for which at least five hours prior notice has been given and which does not persist for more than 90 consecutive minutes. There shall not be more than one Scheduled Downtime event per week.

ARTICLE VI. SECURITY.

Section 6.01 Ladriss Measures and Policies. Ladriss will employ security measures in accordance with Ladriss' data privacy and security policy as amended from time to time, (the "**Privacy and Security Policy**") a summary of which is available to Customer upon request. Subcontractors which supply platforms for the operation of Cloud Services may have their own security policies, which may be available to Customer upon request.

Section 6.02 Prohibited Data. Customer agrees that it shall not submit the following categories of information (each of the following being "**Prohibited Data**") to Ladriss for processing:

- (a) Personal Information without appropriate consent or authorization under applicable Law;
- (b) Content or other data (including video) that Customer does not have full rights to copy, transmit, store, process or distribute;
 - (i) articles, services and related technical data designated as defense articles or defense services,
 - (ii) data that is classified and or used on the U.S. Munitions list and
 - (iii) ITAR (International Traffic in Arms Regulations) related data.

Customer shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Cloud Services, the Ladriss Systems or any Ladriss Personnel. Customer is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

Section 6.03 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) the content and use of all Customer Data; (b) the security and use of Customer's and its Authorized Users' Access Credentials; and (c) all access to and use of the Cloud Services and Ladriss Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials (whether made with or without Customer's knowledge or consent).

ARTICLE VII. FEES; PAYMENT TERMS.

Section 7.01 Fees. All fees for the Cloud Services, data loading or other professional services, including fees set forth in any Purchase Order, shall be invoiced and paid as set forth in this Article.

Section 7.02 Fee Increases. Fees are fixed for the first year of this Agreement. Thereafter, Ladriss may increase Fees on the calendar anniversary, if any, of the Effective Date during the remaining Initial Term of the Agreement in amount equal to the increase in the Consumer Price Index (Average Price Data) for the prior contract year. Following the expiration of the Initial Term, Ladriss may increase its Fees to Customer by providing Customer with at least 60 days written notice prior to the expiration of the Initial Term of a revised price list to be effective upon commencement of the Expanded Term.

Section 7.03 Taxes. All Fees and other amounts payable by Customer under this Agreement are net of all applicable taxes, customs charges, duties or other amounts, including freight and insurance, all of which shall be paid by Customer. Any claim for sales tax or duty exemption by the Customer shall be provided to Ladriss in writing prior to shipment of product or access to the Cloud Services, and shall be effective only after Ladriss' receipt of all proper exemption forms.

Section 7.04 Payment. Unless other terms are specified in the Purchase Order for the Cloud Services, Customer shall pay all Fees in US dollars within thirty (30) days following the date of the invoice therefore. Customer shall make payments to the address or account that Ladriss may specify in writing from time to time.

Section 7.05 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, if such payment is not made within 90 days of the date when due, Ladriss may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable Law.

ARTICLE VIII. INTELLECTUAL PROPERTY RIGHTS.

Section 8.01 Acknowledgment. Customer acknowledges that Ladriss owns all right, title and interest, including all Intellectual Property Rights in the Cloud Services, Cloud Service software, Ladriss Data, Ladriss Materials, and all derivative works thereof. Customer shall not acquire any Intellectual Property Rights with respect to the Cloud Services, Cloud Service software or Ladriss Materials (including Third-Party Materials), except for the limited authorization set forth in Section 3.01 and any applicable third-party licenses and in each case subject to the restrictions of Section 3.03.

Section 8.02 Open Source Programs. The Cloud Service software may include Open Source Programs. Any use of Open Source Programs by Customer is subject to and governed solely by the terms and conditions of the applicable open source license agreement(s). On Customer's written request, Ladriss will provide Customer (at no additional cost) information how to obtain a copy of the source code for such Open Source Programs in accordance with the terms of the controlling open source license agreement(s).

Section 8.03 Customer Data. Customer hereby irrevocably grants to Ladriss, its Subcontractors and Ladriss Personnel all such rights and permissions in or relating to Customer Data as are necessary or useful to perform the Cloud Services. In addition, to the extent that Customer may have intellectual property rights in Ladriss Data or Resultant Data, Customer hereby grants to Ladriss a perpetual, royalty free, non-exclusive worldwide license to reproduce, use and license and sublicense such intellectual property rights for use in connection with the Cloud Services and any other products and services that are developed and marketed by Ladriss, its successors or assigns.

Section 8.04 Customer Maps. Customer shall supply Ladriss with Maps it uses in planning and modeling, including those used for evacuation scenarios. Customer represents and warrants that either such Maps are in the public domain or that Customer has full rights to license, including the right to sublicense use of, such Maps. Customer hereby irrevocably grants to Ladriss a perpetually, royalty-free, worldwide license to

reproduce, use, license and sublicense such Maps in connection with the use of Cloud Services by its customers and as embedded in such other products and services as may be developed and marketed by Ladris and its assignees.

Section 8.05 Feedback. If Customer or any of its employees or contractors submits, orally or in writing, ideas, suggestions or recommended changes to the Cloud Services or Documentation, including without limitation, new features or functionality relating thereto ("**Feedback**"), Ladris is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Ladris on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Ladris is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Ladris is not required to use any Feedback. Notwithstanding the provisions of Article 10 below (Confidentiality), Feedback will not be considered Confidential Information.

Section 8.06 U.S. Government. The Cloud Services are a "Commercial Item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, 48 C.F.R. 227.7202, and 48 C.F.R. 12.211, respectively. Consistent with 48 C.F.R. 12.212, and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users' rights to use, modify, reproduce, release, perform, display, or disclose the Cloud Services and the Documentation are as provided by this Agreement. This U.S. Government Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the Cloud Services and Documentation.

ARTICLE IX. CONFIDENTIALITY.

Section 9.01 Confidential Information. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). "**Confidential Information**" means information of the Disclosing Party which (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature and, (b) such information as would be considered confidential based on the circumstances surrounding its disclosure by a reasonable person familiar with the Disclosing Party's business and the industry in which the Disclosing Party operates. If given orally, Confidential Information may be, but is not required to be, confirmed in writing as having been disclosed as confidential or proprietary within 30 days after the oral disclosure. Confidential Information includes in all cases information and data which a Party has received from others that may be made known to the other Party and which such Party is obligated to treat as confidential or proprietary.

Confidential Information that consists of software (including source and object code), algorithms, design details, data structures, specifications, hardware configuration, computer programs, engineering and manufacturing information and all other information of a technical nature shall be considered "**Technical Confidential Information.**" All other Confidential Information, including agreements with third parties, business plans, products, marketing information, research, development, design details and specifications, financial information, procurement requirements, customer lists, business forecasts, and sales information shall be considered "**Business Confidential Information.**"

Without limiting the foregoing, all product and other specifications, unpublished documentation, non-public marketing materials, the terms of this Agreement and the discounts provided hereunder are and will remain the Confidential Information of both parties.

Section 9.02 Exclusions. Except for Personal Information or any third-party information that the Receiving Party is under a contractual or other binding obligation to maintain in confidence, Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records:

- (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party;
- (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement;
- (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
- (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

Section 9.03 Protection of Confidential Information. The Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement except as may be permitted by and subject to its compliance with Section 9.04 (Compelled Disclosures).
- (b) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and
- (c) not disclose or permit access to Confidential Information other than to those of its Representatives who:
 - (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement;
 - (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Article 10;
 - (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Article 10; and
 - (iv) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Article 10.

Section 9.04 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.03 (Protection of Confidential Information) and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure.

Section 9.05 Period of Confidentiality and Return of Information. A Receiving Party's obligations with respect to (i) Technical Confidential Information and Business Confidential information that contains Ladriz trade secrets, shall survive indefinitely and (ii) Business Confidential Information that does not constitute a Ladriz trade secret, shall survive for three (3) years following termination of this Agreement. Upon termination of this Agreement, a Receiving Party shall, within 7 days return to the Disclosing Party, or at the Disclosing Party's written request destroy, all documents and tangible materials containing or based on any Confidential Information; and (ii) permanently erase all Confidential Information from all systems that Customer directly or indirectly controls.

ARTICLE X. TERM AND TERMINATION.

Section 10.01 Initial Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant the provisions hereof, continues for the period specified in Section 1.01 (“**Initial Term**”).

Section 10.02 Renewal. This Agreement will automatically renew for up to two additional successive one-year terms following the Initial Term unless either Party gives the other Party written notice of non-renewal at least 45 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

Section 10.03 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- (a) Ladriss may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Ladriss’ delivery of written notice thereof; or (ii) breaches any of its obligations under Section 3.03 (Additional Limitations and Restrictions), Section 6.02 (Prohibited Data) or Article IX (Confidentiality).
- (b) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Section 10.04 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) all rights, licenses, consents and authorizations granted by either Party to the other hereunder will immediately terminate;
- (b) Ladriss may disable all Customer and Authorized User access to the Cloud Services;
- (c) Customer shall immediately cease all use of any Cloud Services and Ladriss Materials and (i) within 7 days return to Ladriss, or at Ladriss’ written request destroy, all documents and tangible materials containing or based on any Ladriss Materials; (ii) permanently erase all Ladriss Materials from all systems Customer directly or indirectly controls; and (iii) comply with the comparable provisions with respect to the return, destruction, or erasure set forth in Section 9.05 above;
- (d) if Ladriss terminates this Agreement pursuant to Section 11.3(a) or Section 11.3(b), Customer shall pay all Fees previously accrued but not yet paid for services rendered prior to termination, on receipt of Ladriss’ invoice therefor; and
- (e) for a period of two weeks following termination, Customer may access and download any previously saved evacuation scenarios, and related data.

Section 10.05 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.02 (Prohibitions) and Section 3.03 (Additional Limitations and Restrictions), Article VIII (Intellectual Property) Article IX (Confidentiality), Section 10.04 (Effect of Expiration or Termination), Section 10.05 (Surviving Terms), Article XI (Representations and Warranties), Article XII (Indemnification), Article XIII and Article XIV (Miscellaneous).

ARTICLE XI. REPRESENTATIONS AND WARRANTIES.

Section 11.01 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate, governmental or other organizational action of such Party; and
- (b) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

Section 11.02 Additional Customer Representations and Warranties. Customer represents and warrants to Ladriz that Customer has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Ladriz and processed in accordance with this Agreement and the Specifications for the Cloud Based Services, Ladriz will not infringe, misappropriate or otherwise violate any US copyright, or any privacy, data security or other rights of any third party or violate any applicable Law.

Section 11.03 Accuracy of Customer Data. Customer acknowledges that Ladriz will have no responsibility for the content, accuracy or completeness of any Customer Data.

Section 11.04 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.01, ALL CLOUD SERVICES AND LADRIS MATERIALS ARE PROVIDED "AS IS" AND LADRIS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND LADRIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, LADRIS MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES OR LADRIS MATERIALS WILL MEET CUSTOMER REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.

CUSTOMER ACKNOWLEDGES THAT EMERGENCY RESPONSE ACTIVITIES, INCLUDING EVACUATIONS, ARE A HAZARDOUS ACTIVITY AND THAT THE USE OF THE CLOUD SERVICE IN REAL TIME IS BEYOND THE SCOPE OF THE USE GRANTED HEREUNDER

ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OF THE THIRD-PARTY MATERIALS. LADRIS MAKES NO REPRESENTATION OR WARRANTY THERETO.

ARTICLE XII. INDEMNIFICATION.

Section 12.01 Ladriz Indemnification. Ladriz shall indemnify, defend and hold harmless Paying Customers and Paying Customer's officers, directors, and employees (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by such Customer Indemnitee resulting from a final judgment in any suit or proceeding by a third party to the extent that such Losses arise from any allegation in such action that Customer's or an Authorized User's use of the Cloud Services (excluding Customer Data and Third Party Materials) in compliance with the Documentation and this Agreement infringes a United States copyright, trademark or trade secret. The foregoing obligation does not apply to any action or proceeding or Losses arising out of or relating to any:

- (a) access to or use of the Cloud Services or Ladriz Materials in combination with any hardware, system, software, network or other materials or services not provided or authorized in the Specifications or otherwise in writing by Ladriz;
- (b) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Ladriz; or
- (c) act, omission or other matter described in Section 12.02(a) through Section 12.02(c), whether or not the same results in any action against or Losses by any Ladriz Indemnitee.

THIS SECTION 12.01 SETS FORTH CUSTOMER'S SOLE REMEDIES AND LADRIS' SOLE LIABILITY AND OBLIGATION FOR ANY FINAL JUDGMENTS THAT THIS AGREEMENT OR THE CLOUD SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT SET FORTH ABOVE.

Section 12.02 Customer Indemnification. Customer shall indemnify, defend and hold harmless Ladriz and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees (each, a "**Ladriz Indemnitee**") from and against any and all Losses incurred by such Ladriz Indemnitee in connection with any action or proceeding by a third party (other than an Affiliate of a Ladriz Indemnitee) that arise out of or relate to any:

- (a) processing of Customer Data by or on behalf of Ladriz in accordance with this Agreement, including any violation of any third-party Intellectual Property Rights arising out of the processing of Customer Data by Ladriz for the benefit of Customer or a political subdivision of Customer;
- (b) disclosure or exposure of Personal Information by Customer to Ladriz in violation of applicable Law; or
- (c) transmission by Customer of Prohibited Data to Ladriz.

Section 12.03 Mitigation. If any of the Cloud Services are, or in Ladriz' opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Cloud Services is enjoined or threatened to be enjoined, Ladriz may, at its option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the Cloud Services and Ladriz Materials materially as contemplated by this Agreement;
- (b) modify or replace the Cloud Services in whole or in part, to seek to make the Cloud Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Cloud Services under this Agreement; or
- (c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Cloud Services and Ladriz Materials, provided that if such termination occurs prior to the expiration of any period with respect to which Customer has paid a Fee, Customer will be entitled to a pro-rata refund of any portion of such period following termination.

ARTICLE XIII. LIMITATIONS OF LIABILITY.

SECTION 13.01 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.04, IN NO EVENT WILL LADRIS OR ANY OF ITS LICENSORS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE CLOUD SERVICES, OTHER

THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 5.02, (C) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER LADRIS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE OR (D) USE OF THE CLOUD SERVICES IN A LIVE, REAL TIME EVACUATION OR DISASTER RESPONSE EVENT.

Section 13.02 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.04, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LADRIS AND ITS SUPPLIERS AND SUBCONTRACTORS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE HIGHER OF (I) THE SUM OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE 12 MONTHS IMMEDIATELY PROCEEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY OR (II) \$500. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

SECTION 13.03 THE PURPOSE OF THE FOREGOING PROVISIONS OF SECTION 13.01 AND SECTION 13.02 IS TO LIMIT LADRIS'S LIABILITY UNDER THIS AGREEMENT AND, IN THE ABSENCE OF THESE PROVISIONS, LADRIS WOULD NOT HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT.

SECTION 13.04 EXCEPTIONS. THE EXCLUSIONS AND LIMITATIONS IN SECTION 13.01 AND SECTION 13.02 DO NOT APPLY TO THE PARTIES UNDER ARTICLE IX (CONFIDENTIALITY) OR ARTICLE XII (INDEMNIFICATION).

ARTICLE XIV. MISCELLANEOUS.

Section 14.01 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, between the parties.

Section 14.02 Force Majeure Event. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by: (a) acts of God; (b) flood, fire, or explosion; (c) war, terrorism, invasion, riot, or other civil unrest; (d) embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) internet outage and denial of service attacks (each of the foregoing, a "Force Majeure"). A party may terminate this Agreement if a Force Majeure event affecting the other party continues substantially uninterrupted for a period of forty-five (45) Business Days or more.

Section 14.03 Press Release. Customer authorizes Ladriss to use its name and logo in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Cloud Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Ladriss may publicly refer to Customer as being a customer of Ladriss, and only in relation to this Agreement except as otherwise authorized by Ladriss.

Section 14.04 Notices. All notices, requests, consents, claims, demands and waivers under this Agreement must be in writing and addressed to a Party as follows (or to such other address or such other person that such Party may designate from time to time in accordance with this Section 14.04):

If to Ladris: Attention:
 Email: service@ladris.com
 Ladris Technologies, Inc.
 980 9th Street
 Sacramento, CA 95814

 With a copy to:
 Eric Little, Esq.
 1793 East Main Street,
 Grass Valley, CA 95945

If to Customer: Nevada County Transportation Commission
 101 Providence Mine Rd # 102, Nevada City, CA 95959
 Facsimile: (530) 265-3260
 E-mail: mwoodman@nccn.net
 Attention: Mike Woodman, Executive Director

Notices sent in accordance with this Section 14.04 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile with confirmation of transmission), if sent during the addressee's normal business hours, and otherwise on the next business day; and (d) on the fourth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

Section 14.05 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

Section 14.06 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ladris' prior written consent, which shall not be unreasonably withheld.

Section 14.07 Amendment and Modification; No Waiver. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, and signed by each Party (which signature may be by counterpart). No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

Section 14.08 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 14.09 Conflicts. In the event of any conflict between this Agreement and any Ladris policy posted online, including without limitation the privacy policy, the terms of this Agreement will govern.

Section 14.10 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor or against either Party by reason of authorship.

Section 14.11 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California.

Section 14.12 Each Party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Article 10 (Confidentiality) would cause the other party irreparable harm for which monetary damages would not be an adequate and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Section 14.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LADRIS TECHNOLOGIES, INC.

By _____

Name: Leo Zlimen

Title: Chief Executive Officer

NEVADA COUNTY
TRANSPORTATION COMMISSION

By _____

Name: Mike Woodman

Title: Executive Director

Attachment 1
CLOUD SERVICES
SUPPORT AND MAINTENANCE

1.0 Scope of Agreement

1.1 This Attachment covers the maintenance and support of the Cloud Services. This Agreement provides maintenance services only with respect to Software, including third party software, supplied by Ladriss to Customer pursuant to the terms of the Terms of Service Agreement. This Agreement does not provide for maintenance services for any third-party software not provided by Ladriss to Customer or for any hardware.

1.2 Ladriss' obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Ladriss will support only those Versions between 3.x and 4.5. If Customer desires support for earlier Versions of the Software, such support may be treated by Ladriss as additional consulting services for which Customer will be billed at Ladriss' then-current time-and-materials rates. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System.

2.0 Data Backup, Retention and Disposal. Ladriss shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Ladriss shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Ladriss will back up Customer data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at Customer's election, Ladriss will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon Customer's request, Ladriss will supply Customer with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used.

3.0 Disaster Recovery

The Ladriss will maintain a Disaster Recovery Plan with respect to the services provided to the Customer. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the Ladriss' service in which the Ladriss, using reasonable judgment, requires relocation of processing to a recovery location. The Ladriss shall notify the Customer as soon as possible after the Ladriss deems a service outage to be a Disaster. The Ladriss shall move the processing of the Customer's services to a recovery location as expeditiously as possible and shall coordinate the cut-over. During a disaster, optional or on-request services shall be provided by the Ladriss only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

4.0 Administrative Functions Performed by Ladriss. Ladriss shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring.

5.0 Covered Maintenance

Ladriss will provide to Customer: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Ladriss for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Ladriss hereunder.

6.0 Customer Obligations

6.1 Customer may designate up to five (5) persons by whom requests by Customer for Support Services may be made (“**Support Team**”). Ladriss shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Ladriss.

6.2 Customer shall implement and follow the reasonable written instructions of Ladriss regarding operation of the Software.

6.3 Customer shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System.

Ladriss shall not be responsible for any security breach of Customer’s Computer System and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer’s Computer System other than that which is caused by an employee of Ladriss. Ladriss shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.

6.4 Software Administration. Customer, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Ladriss, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords,

6.5 Communications Equipment. Customer shall, at its sole expense, install and maintain communications equipment that will permit Customer to have high speed internet access to the Software. Customer acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Ladriss’ provision of use for the Software.

7.0 Service Level Agreement

7.1 Ladriss will maintain a website accessible by Customer, which contains information concerning the Software and Support Services.

7.2 Ladriss will respond to Customer requests for software support services regarding the Cloud Services in accordance with the procedures identified below. In each case, Customer may describe and submit notice of the support need by telephone, facsimile or electronic mail.

7.3 All Ladriz staff assigned to provide services to Customer will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.

7.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Ladriz shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at Customer’s location for remote support, which equipment is to be obtained by Customer at its sole expense.

Ladriz shall provide Customer with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding Customer-recognized holidays.

7.5 Response Policy. Ladriz shall respond to any Errors reported by Customer based on the priority code assigned to each such Error. Customer shall identify the priority code when it initially reports the Error to Ladriz. Ladriz may, in its reasonable discretion, reclassify the Error after its initial investigation. In the event Ladriz does not meet the service level response for the Error as described in the table below, the Customer may request to escalate the Error to a higher priority code, which request the Ladriz shall not unreasonably deny.

Priority Levels and Response Times by Service Option: Evacuations Simulator

Response times are for business hours.

Tier	Priority	Response	Initial Update	Workaround	Restore
Tier-1	Urgent	1	2	6	24
Tier-1	High	2	3	9	36
Tier-1	Normal	4	8	24	as agreed
Tier-1	Low	8	12	as agreed	as appropriate
Premium	Urgent	2	4	12	48
Premium	High	4	6	18	72
Premium	Normal	8	16	48	as agreed
Premium	Low	16	24	as agreed	as appropriate
Plus	Urgent	4	8	24	96
Plus	High	8	12	36	144

Plus	Normal	16	32	96	as appropriate
Plus	Low	32	48	as appropriate	as appropriate
Standard	Urgent	8	16	48	192
Standard	High	16	24	72	288
Standard	Normal	32	64	192	as appropriate
Standard	Low	64	96	as appropriate	as appropriate

Priority Level	Definition
Urgent	Trouble condition where the system is completely out of service or is causing significant business impact to the Customer and no immediate workaround is available
High	System affected with intermittent loss of simulation capability or a problem that significantly affects deployment
Normal	System issues alerts and/or exhibits unexpected behavior without affecting core functionality
Low	Technical consultations, feature suggestions



ORDER FORM | Ladriss AI

QUOTE ISSUED 06/12/2023; VALID THROUGH 07/31/2023

Internal Customer Number or ID:

Ladriss AI is a **Software-as-a-Service (SaaS) predictive AI modeling and training platform** for governments, institutions and companies.

CUSTOMER NAME: NEVADA COUNTY TRANSPORTATION COMMISSION

CONFIGURATION:

Services	Order Start	Order End	Order Term	Monthly Fee	Units	Price
Ladriss AI for Evacuations: Professional Edition	7/25/2023	7/24/2024	12 months	\$750	1	\$9000
Ladriss Evacuations Support Services: Premium	7/25/2023	7/24/2024	12 months	\$475	1	\$5700
Total:						\$14,700

PAYMENT TERMS:

Billing Frequency: **Annual**

Payment Terms: **Net 30**

Payment Method: **Check**

Billing Method: **Email**

CONTRACT TERM:

Contract Start Date: **07-25-23**

Initial Contract Year: One Year; Three Years

Additional Terms:



May 29, 2023

Tony Tavares, Director
California Department of Transportation
P.O. Box 942873
Sacramento, CA 94273-0001

SUBJECT: Draft 2023 State Highway System Management Plan: Climate and Adaptation and Resilience Funding

Dear Mr. Tavares,

With California set to make a historical investment of \$1.744 billion of Climate Adaptation and Resilience program funding through the State Highway System Management Plan (SHSMP) an investment of this magnitude can provide significant benefits and strategically reduce impacts across the diverse regions of the state. We are concerned that as proposed in the current version of the Draft 2023 SHSMP, this landmark amount of adaptation and resiliency funding will only be targeted to address risks associated with sea level rise.

We encourage Caltrans to continue dialog and coordination with the regional agencies, such as the Nevada County Transportation Commission (NCTC), to develop a plan of action to address and incorporate the input received on the Draft 2023 SHSMP in relation to the concerns regarding the lack of investment in critical inland adaptation and resiliency projects prior to finalizing the plan.

The importance of this funding opportunity to address the recent and annually occurring threats and impacts from wildfire within our District cannot be understated. Between 2018 and 2022, California experienced 38,807 wildfires resulting in a total of 9,490,075 acres burned, 148 fatalities, and 40,796 structures damaged or destroyed. The recently updated 2022 CAL FIRE State Responsibility Area Fire Hazard Severity Zone designations increased the wildfire risk designation for multiple counties across the state, such as Nevada County, to "Very High Fire Hazard Severity Zone".

The need for safe evacuation routes has never been more critical. In Nevada County, 92% of the County's residents live in a High or Very High Wildfire Severity Zone. According to evacuation modeling conducted by the Nevada County Office of Emergency Services, a wildfire requiring the evacuation of the cities of Grass Valley, Nevada City, and adjacent residential areas would take approximately 7 hours and 44 minutes to evacuate the approximately 25,000 residents to the Bear River High School evacuation center located approximately 14 miles to the south. That period threatens the safety of all residents in the area and immediate action is needed to mitigate this deficiency.

NCTC in coordination with Caltrans District 3 identified and submitted a project to improve evacuation efficiency of SR 49 to Caltrans Headquarters for consideration, but this project (SR 49 Grass Valley Evacuation Project) appears to have been omitted as an identified deficiency in the SHSMP. This project proposes to add shoulders and center two-way left turn that can be used as in evacuation egress to reduce evacuation times and move residents more efficiently to safety. The newly adopted Climate Action Plan for Transportation Infrastructure (CAPTI) framework specifically addresses the importance of "...facilitating emergency evacuations through the efficient traffic management strategies, such as the use of contra flow, use of two-way left turn lanes as through travel lanes, construction of full structural sections of shoulders and installation of Transportation System Management elements". Not only is this concept important to ensure community safety; it is also important to ensure first responders can quickly respond to incidents and mitigate the extent of the damage to the State Highway. Funding adaptation and resiliency projects to minimize wildfire related vulnerabilities impacts to the State Highway System that also support community evacuations in high wildfire risk areas should be prioritized.

We respectfully request that Caltrans consider investment in the SR 49 corridor to address the identified evacuation deficiency and to mitigate the significant risk that wildfire presents to the communities in western Nevada County in the final version of the SHSMP.

Sincerely,



Senator Brian Dahle
1st Senate District



Assemblywoman Megan Dahle
1st Assembly District

Cc: Marjon Saulon, Northern California Regional Director External Affairs, Office of Gavin Newsom
Toks Omishakin, Secretary, California State Transportation Agency
Michael Keever, Chief Deputy Director, Caltrans
Tanisha Taylor, Interim Executive Director, California Transportation Commission
Amarjeet Benipal, Director, Caltrans District 3
Ed Scofield, Chair, Nevada County Transportation Commission/Chair, Nevada County Board of Supervisors, District 2
Mike Woodman, Executive Director, Nevada County Transportation Commission



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

May 17, 2023

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

SUBJECT: Fiscal Year 2022-23 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) 2022-23 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated August 1, 2022.

This is the third allocation for FY 2022-23. The total amount allocated to all agencies for the third allocation is \$30,940,800.00. The payment is scheduled to issue on May 18, 2023. 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. Information for the SGR program can be found on the California Department of Transportation website at: <https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair>.

Sincerely,

Melma
Dizon

Digitally signed by
Melma Dizon
Date: 2023.05.17
14:43:49 -07'00'

MELMA DIZON
Manager
Local Apportionments Section

Enclosure

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM THIRD QUARTER ALLOCATION SUMMARY
MAY 18, 2023

Regional Entity	Amount Based on PUC 99313 Allocation Fiscal Year 2022-23 Quarter 3	Amount Based on PUC 99314 Allocation Fiscal Year 2022-23 Quarter 3	Total Fiscal Year 2022-23 Quarter 3
	A	B	C= (A + B)
Metropolitan Transportation Commission	\$ 3,005,871.00	\$ 8,322,825.00	\$ 11,328,696.00
Sacramento Area Council of Governments	781,385.00	269,182.00	1,050,567.00
San Diego Association of Governments	374,302.00	92,520.00	466,822.00
San Diego Metropolitan Transit System	923,520.00	380,923.00	1,304,443.00
Tahoe Regional Planning Agency	42,602.00	2,454.00	45,056.00
Alpine County Transportation Commission	475.00	35.00	510.00
Amador County Transportation Commission	15,909.00	556.00	16,465.00
Butte County Association of Governments	79,594.00	4,428.00	84,022.00
Calaveras County Local Transportation Commission	17,785.00	217.00	18,002.00
Colusa County Local Transportation Commission	8,609.00	384.00	8,993.00
Del Norte County Local Transportation Commission	10,746.00	558.00	11,304.00
El Dorado County Local Transportation Commission	68,636.00	4,718.00	73,354.00
Fresno County Council of Governments	399,249.00	72,628.00	471,877.00
Glenn County Local Transportation Commission	11,350.00	325.00	11,675.00
Humboldt County Association of Governments	53,364.00	8,934.00	62,298.00
Imperial County Transportation Commission	70,799.00	6,771.00	77,570.00
Inyo County Local Transportation Commission	7,492.00	0.00	7,492.00
Kern Council of Governments	359,192.00	22,068.00	381,260.00
Kings County Association of Governments	60,018.00	2,414.00	62,432.00
Lake County/City Council of Governments	26,612.00	1,360.00	27,972.00
Lassen County Local Transportation Commission	11,952.00	510.00	12,462.00
Los Angeles County Metropolitan Transportation Authority	3,893,192.00	5,083,260.00	8,976,452.00
Madera County Local Transportation Commission	62,140.00	2,076.00	64,216.00
Mariposa County Local Transportation Commission	6,729.00	199.00	6,928.00
Mendocino Council of Governments	35,531.00	2,611.00	38,142.00
Merced County Association of Governments	112,256.00	5,410.00	117,666.00
Modoc County Local Transportation Commission	3,432.00	294.00	3,726.00
Mono County Local Transportation Commission	5,283.00	7,701.00	12,984.00
Transportation Agency for Monterey County	171,230.00	53,544.00	224,774.00
Nevada County Local Transportation Commission	39,970.00	1,887.00	41,857.00
Orange County Transportation Authority	1,248,448.00	449,331.00	1,697,779.00
Placer County Transportation Planning Agency	125,439.00	18,017.00	143,456.00
Plumas County Local Transportation Commission	7,478.00	1,165.00	8,643.00
Riverside County Transportation Commission	961,540.00	158,111.00	1,119,651.00
Council of San Benito County Governments	25,851.00	413.00	26,264.00
San Bernardino County Transportation Authority	863,686.00	183,365.00	1,047,051.00
San Joaquin Council of Governments	309,639.00	70,368.00	380,007.00
San Luis Obispo Area Council of Governments	110,828.00	7,649.00	118,477.00
Santa Barbara County Association of Governments (SBCAG)	175,750.00	44,514.00	220,264.00
Santa Cruz County Transportation Commission	105,239.00	95,120.00	200,359.00
Shasta Regional Transportation Agency	71,273.00	3,702.00	74,975.00
Sierra County Local Transportation Commission	1,276.00	48.00	1,324.00
Siskiyou County Local Transportation Commission	17,304.00	740.00	18,044.00
Stanislaus Council of Governments	216,928.00	12,374.00	229,302.00
Tehama County Transportation Commission	25,682.00	531.00	26,213.00
Trinity County Transportation Commission	6,326.00	208.00	6,534.00
Tulare County Association of Governments	187,535.00	19,928.00	207,463.00
Tuolumne County Transportation Council	21,829.00	554.00	22,383.00
Ventura County Transportation Commission	329,124.00	53,470.00	382,594.00
State Totals	\$ 15,470,400.00	\$ 15,470,400.00	\$ 30,940,800.00

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM THIRD QUARTER ALLOCATION
BASED ON PUC 99314 ALLOCATION DETAIL
MAY 18, 2023

<u>Regional Entity and Operator(s)</u>	<u>Revenue Basis</u>	<u>Amount Based on PUC 99314 Allocation Fiscal Year 2022-23 Quarter 3</u>
Transportation Agency for Monterey County Monterey-Salinas Transit District	19,637,486	53,544.00
Nevada County Local Transportation Commission		
County of Nevada	369,077	1,006.00
City of Truckee	323,083	881.00
Regional Entity Totals	692,160	1,887.00
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	5,209.00
Orange County Transportation Authority	110,748,483	301,971.00
Regional Entity Subtotals	112,658,754	307,180.00
Orange County Transportation Authority - Corresponding to SCRRA***	NA	142,151.00
Regional Entity Totals	112,658,754	449,331.00
Placer County Transportation Planning Agency		
City of Auburn	21,830	60.00
County of Placer	5,410,141	14,751.00
City of Roseville	1,175,827	3,206.00
Regional Entity Totals	6,607,798	18,017.00
Plumas County Local Transportation Commission		
County of Plumas	346,829	946.00
County Service Area 12 - Specialized Service	80,198	219.00
Regional Entity Totals	427,027	1,165.00
Riverside County Transportation Commission		
City of Banning	208,349	568.00
City of Beaumont	318,557	869.00
City of Corona	426,555	1,163.00
Palo Verde Valley Transit Agency	175,762	479.00
City of Riverside - Specialized Service	493,635	1,346.00
Riverside Transit Agency	18,329,390	49,978.00
Sunline Transit Agency	11,506,078	31,373.00
Regional Entity Subtotals	31,458,326	85,776.00
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	72,335.00
Regional Entity Totals	31,458,326	158,111.00
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	413.00
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	2,802.00
Mountain Area Regional Transit Authority	564,732	1,540.00
City of Needles	58,190	159.00
Omnitrans	34,279,207	93,467.00
Victor Valley Transit Authority	4,530,204	12,352.00
Regional Entity Subtotals	40,460,120	110,320.00
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	73,045.00
Regional Entity Totals	40,460,120	183,365.00

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



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

May 17, 2023

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

SUBJECT: Fiscal Year 2022-23 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) 2022-23 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office transmittal letter, Reissuance of the FY 2020-21 STA Allocation Estimate, dated August 1, 2022. 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 2022-23. The total amount allocated to all agencies for the third allocation is \$269,203,476. The payment is scheduled to issue on May 18, 2023. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information.

Sincerely,

Melma
Dizon

Digitally signed by
Melma Dizon
Date: 2023.05.17
14:34:20 -07'00'

MELMA DIZON
Manager
Local Apportionments Section

Enclosure

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION THIRD QUARTER ALLOCATION SUMMARY
MAY 18, 2023

Regional Entity	PUC 99313		PUC 99314		Total Fiscal Year 2022-23 Quarter 3
	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Quarter 3	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Quarter 3	Fiscal Year 2022-23 Quarter 3	Fiscal Year 2022-23 Quarter 3	
	A	B	C	D= (A+B+C)	
Metropolitan Transportation Commission	\$ 14,283,829	\$ 11,869,044	\$ 72,125,773	\$ 98,278,646	
Sacramento Area Council of Governments	3,713,126	3,085,395	2,332,741	9,131,262	
San Diego Association of Governments	1,778,675	1,477,977	801,783	4,058,435	
San Diego Metropolitan Transit System	4,388,546	3,646,630	3,301,090	11,336,266	
Tahoe Regional Planning Agency	202,443	168,219	21,270	391,932	
Alpine County Transportation Commission	2,252	1,871	302	4,425	
Amador County Transportation Commission	75,600	62,819	4,822	143,241	
Butte County Association of Governments	378,231	314,288	38,372	730,891	
Calaveras County Local Transportation Commission	84,515	70,227	1,877	156,619	
Colusa County Local Transportation Commission	40,911	33,995	3,329	78,235	
Del Norte County Local Transportation Commission	51,063	42,430	4,833	98,326	
El Dorado County Local Transportation Commission	326,159	271,019	40,887	638,065	
Fresno County Council of Governments	1,897,220	1,576,481	629,398	4,103,099	
Glenn County Local Transportation Commission	53,937	44,819	2,814	101,570	
Humboldt County Association of Governments	253,585	210,714	77,423	541,722	
Imperial County Transportation Commission	336,434	279,557	58,674	674,665	
Inyo County Local Transportation Commission	35,604	29,585	0	65,189	
Kern Council of Governments	1,706,874	1,418,315	191,247	3,316,436	
Kings County Association of Governments	285,206	236,990	20,922	543,118	
Lake County/City Council of Governments	126,460	105,081	11,788	243,329	
Lassen County Local Transportation Commission	56,796	47,194	4,416	108,406	
Los Angeles County Metropolitan Transportation Authority	18,500,360	15,372,739	44,586,563	78,459,662	
Madera County Local Transportation Commission	295,286	245,366	17,995	558,647	
Mariposa County Local Transportation Commission	31,978	26,572	1,725	60,275	
Mendocino Council of Governments	168,845	140,300	22,629	331,774	
Merced County Association of Governments	533,438	443,257	46,881	1,023,576	
Modoc County Local Transportation Commission	16,303	13,547	2,543	32,393	
Mono County Local Transportation Commission	25,100	20,857	66,734	112,691	
Transportation Agency for Monterey County	813,682	676,123	464,016	1,953,821	
Nevada County Local Transportation Commission	189,937	157,827	16,356	364,120	
Orange County Transportation Authority	5,932,597	4,929,649	3,893,905	14,756,151	
Placer County Transportation Planning Agency	596,084	495,312	156,137	1,247,533	
Plumas County Local Transportation Commission	35,537	29,529	10,090	75,156	
Riverside County Transportation Commission	4,569,219	3,796,759	1,370,186	9,736,164	
Council of San Benito County Governments	122,843	102,076	3,577	228,496	
San Bernardino County Transportation Authority	4,104,216	3,410,368	1,589,048	9,103,632	
San Joaquin Council of Governments	1,471,399	1,222,648	609,810	3,303,857	
San Luis Obispo Area Council of Governments	526,653	437,618	66,284	1,030,555	
Santa Barbara County Association of Governments (SBCAG)	835,159	693,970	385,762	1,914,891	
Santa Cruz County Transportation Commission	500,093	415,549	824,311	1,739,953	
Shasta Regional Transportation Agency	338,689	281,431	32,085	652,205	
Sierra County Local Transportation Commission	6,059	5,034	420	11,513	
Siskiyou County Local Transportation Commission	82,228	68,327	6,412	156,967	
Stanislaus Council of Governments	1,030,837	856,567	107,229	1,994,633	
Tehama County Transportation Commission	122,042	101,410	4,598	228,050	
Trinity County Transportation Commission	30,060	24,978	1,801	56,839	
Tulare County Association of Governments	891,160	740,503	172,694	1,804,357	
Tuolumne County Transportation Council	103,730	86,194	4,802	194,726	
Ventura County Transportation Commission	1,563,991	1,299,587	463,384	3,326,962	
Subtotals	\$ 73,514,991	\$ 61,086,747			
State Totals		\$ 134,601,738	\$ 134,601,738	\$ 269,203,476	

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION THIRD QUARTER PUC 99314 ALLOCATION DETAIL
MAY 18, 2023

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2022-23	Fiscal Year 2022-23	Fiscal Year 2022-23
		Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Quarter 3 Paid
		Quarter 3 Gross Allocation	Quarter 3 Gross Allocation	Quarter 3 Paid
		A	B	C= (A+B)
Modoc County Local Transportation Commission				
Modoc Transportation Agency	107,653	1,389	1,154	2,543
Mono County Local Transportation Commission				
Eastern Sierra Transit Authority	2,824,223	36,448	30,286	66,734
Transportation Agency for Monterey County				
Monterey-Salinas Transit District	19,637,486	253,430	210,586	464,016
Nevada County Local Transportation Commission				
County of Nevada	369,077	4,763	3,958	8,721
City of Truckee	323,083	4,170	3,465	7,635
Regional Entity Totals	692,160	8,933	7,423	16,356
Orange County Transportation Authority				
City of Laguna Beach	1,910,271	24,653	20,485	45,138
Orange County Transportation Authority	110,748,483	1,429,256	1,187,629	2,616,885
Regional Entity Subtotals	112,658,754	1,453,909	1,208,114	2,662,023
Orange County Transportation Authority - Corresponding to SCRRA***	NA	672,813	559,069	1,231,882
Regional Entity Totals	112,658,754	2,126,722	1,767,183	3,893,905
Placer County Transportation Planning Agency				
City of Auburn	21,830	282	234	516
County of Placer	5,410,141	69,820	58,017	127,837
City of Roseville	1,175,827	15,175	12,609	27,784
Regional Entity Totals	6,607,798	85,277	70,860	156,137
Plumas County Local Transportation Commission				
County of Plumas	346,829	4,476	3,719	8,195
County Service Area 12 - Specialized Service	80,198	1,035	860	1,895
Regional Entity Totals	427,027	5,511	4,579	10,090
Riverside County Transportation Commission				
City of Banning	208,349	2,689	2,234	4,923
City of Beaumont	318,557	4,111	3,416	7,527
City of Corona	426,555	5,505	4,574	10,079
Palo Verde Valley Transit Agency	175,762	2,268	1,885	4,153
City of Riverside - Specialized Service	493,635	6,371	5,294	11,665
Riverside Transit Agency	18,329,390	236,548	196,558	433,106
Sunline Transit Agency	11,506,078	148,491	123,387	271,878
Regional Entity Subtotals	31,458,326	405,983	337,348	743,331
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	342,367	284,488	626,855
Regional Entity Totals	31,458,326	748,350	621,836	1,370,186

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

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



MICHAEL WOODMAN, Executive Director
 AARON HOYT, Deputy Executive Director


Grass Valley • Nevada City

Nevada County • Truckee

File: 950.6

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director 

SUBJECT: Executive Director's Report for the July 19, 2023 Meeting

DATE: July 19, 2023

TRADE CORRIDOR ENHANCEMENT PROGRAM GRANT FUNDING AWARDED FOR STATE ROUTE 49 CORRIDOR IMPROVEMENT PROJECT - PHASE 2

In November of 2022, NCTC staff in coordination with Caltrans District 3 prepared and submitted a grant application to the California Transportation Commission (CTC) seeking construction funding for the State Route (SR) 49 Corridor Improvement Project - Phase 2. The CTC at their June 28, 2023 meeting, officially awarded the Nevada County Transportation Commission (NCTC) \$14.6 million of Trade Corridor Enhancement Program (TCEP) funding for southbound improvements on the State Route 49 corridor between the McKnight Way Interchange and La Barr Meadows Road.

The SR 49 Corridor Improvement Project - Phase 2 includes the construction of a southbound truck climbing lane and eliminating the southbound lane drop/merge point south of the McKnight Way Interchange. The total construction cost for the SR 49 Corridor Improvement Project – Phase 2 southbound improvements is \$19 million, which is comprised of the \$14.6 million of TCEP funding and \$4.4 million of matching funding.

With NCTC securing the funding for the southbound SR 49 Corridor Improvement Project - Phase 2 improvements, it will now allow for both the northbound improvements (Phase 1) and the southbound improvements (Phase 2) to be constructed together beginning in FY 2025/26. Constructing Phase 1 and Phase 2 congruently will result in construction cost savings and expedite delivery of the operational, safety, evacuation, and mobility benefits of Phase 1 and 2 combined within the project segment.

The SR 49 Corridor Improvement Project - Phase 1 includes construction of the northbound truck climbing lane, a continuous center two way left turn lane, 10' shoulders, and elimination of the northbound merge point, improving operations, safety, and mobility. Phase 1 also includes southbound right turn lanes at Wellswood Way, Bethel Church Way, Smith Road, and Crestview Drive. Other safety

features include enhanced wet night visibility striping, rumble strips, and pavement edge treatments. A wildlife undercrossing with fencing will also be installed as part of this phase to help reduce deer strikes.

NCTC coordinated and received support for the grant application from the County of Nevada, City of Grass Valley, City of Nevada City, CAL FIRE Nevada-Yuba-Placer Unit, Nevada County Consolidated Fire District, Nevada County Coalition of Firewise Communities, the Grass Valley California Highway Patrol, Citizens for Highway 49 Safety, Fix 49.org, California Trucking Association, Assemblywoman Megan Dahle, and Senator Brian Dahle.

SOLUTIONS FOR CONGESTED CORRIDORS GRANT APPLICATION UPDATE

In December of 2022, NCTC staff also prepared and submitted a grant application to the CTC seeking Solutions for Congested Corridors (SCCP) funding for the construction of a new entrance off of SR 49 to the Nevada County Transit Operations Center, and the purchase of eight zero emission buses and associated charging infrastructure for the Nevada County Transit Services Division. This project was not recommended for SCCP funding in this cycle. NCTC staff will continue to coordinate with the Nevada County Transit Services Division to explore other funding options for these improvements.



Caltrans District 3 Project Status Report
July 2023

Highway 20		
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	Target completion Winter 2025.	
4H070 Gold Nugget	CO-RTE-PM	NEV - 20 - 12.2/20.0
	Location	In and near Grass Valley and Nevada City, from RTE 20/49 SEP (Br#17-0049) to Rim Rock Lane.
	Description	Repair pavement, drainage, sign panels, ADA facilities, and roadside planting & irrigation. Install new storm water improvement, Maintenance Vehicle Pullouts (MVPs).
	Funding Source	SHOPP - Asset Management (120)
	Total Cost	\$23,990,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction is expected to begin Fall 2023. Target completion Winter 2024.	
0J520 NEV 20 CAPM	CO-RTE-PM	NEV - 20 - 20 / 46.119
	Location	Pavement CAPM and drainage improvements in Nevada County east of Nevada City from Rim Rock Road to Jet20/80.
	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 Spring 2024.
	Design	Target completion Spring 2025.
Construction	Construction is expected to begin Summer 2025. Target completion Fall 2026.	
Highway 49		
4E170 Nev-49 Corridor Improvement Project	CO-RTE-PM	NEV - 49 - 11.1/13.3
	Location	In Nevada County, from La Bar Meadows Road to McKnight Way.
	Description	NB and SB Truck Climbing Lanes, 22' Median with Barrier, 10" Shoulders, 4 right right turn lanes at Crestview Drive, Smith Road, Bethel Church Way, and Wellswood Way and two at-grade access-controlled roundabout intersections at Wellswood Way and Smith Road.
	Funding Source	STIP - RIP (NCTC)
	Total Cost	\$157,900,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion Spring 2025.
Construction	Construction is expected to begin Fall 2025. Target completion Winter 2028.	
3H510 Nev-49 Corridor Improvement Project (SHOPP)	CO-RTE-PM	NEV - 49 - 10.8/13.3
	Location	In Nevada County, from La Bar Meadows Road to McKnight Way.
	Description	Widen shoulders, construct two way left turn lane (TWLTL), SB right turn lane, and NB truck climbing lane.
	Funding Source	SHOPP - Safety (015)
	Total Cost	\$78,770,000
	Planning	COMPLETE
	Environmental	Target completion Spring 2023.
	Design	Target completion Spring 2025.
Construction	Construction is expected to begin Fall 2025. Target completion Fall 2028.	
4H600 49 Safety Barrier	CO-RTE-PM	PLA - 49 - 8.7/10.6
	Location	In Placer County on Route 49 from 0.2 miles south of Lorenson Road to 0.4 miles north of Lone Star Road.
	Description	Construct concrete median barrier with roundabouts.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$26,340,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Summer 2023
Construction	Construction is expected to begin Spring 2024. Target completion Summer 2025.	

Interstate 80		
2H690 Slope Stabilization	CO-RTE-PM	NEV - 80 - 31.4/31.8
	Location	Near Truckee, 1.88 miles east of Farad UC (Br# 17-0064) to the Sierra County Line.
	Description	Rockfall Mitigation
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$8,730,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Fall 2023.	
3H560 Yuba Pass SOH Bridge Replacement	CO-RTE-PM	NEV - 080 - 58.7 /60.2
	Location	In Nevada County near Emigrant Gap at the Yuba Pass Separation OH Bridges (Br#17-0023L/R).
	Description	Replace bridges, widen WB direction for truck climbing lane, install TMS elements and communications.
	Funding Source	SHOPP - Bridge Rehabilitation (110)
	Total Cost	\$101,780,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Target completion Summer 2023
Construction	Construction is expected to begin Summer 2024 Target completion Fall 2027.	
1H990 Soda Pavement Repair	CO-RTE-PM	VAR - VAR - VAR
	Location	In Placer and Nevada Counties near Soda Springs from Troy Rd UC to East of Soda Springs OC.
	Description	Rehabilitate Roadway, Construct truck climbing lane on EB I-80 direction, widen Jingvale UC, replace sign panels, upgrade lighting, TMS elements, and rehab drainage elements
	Funding Source	SHOPP -Pavement Preservation and Rehabilitation, Drainage System Restoration, Safety Signs and Lighting (121, 122, 151, 170)
	Total Cost	\$85,590,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Construction is expected to begin Fall 2023. Target completion Summer 2027.	
3H580 Acid Flats	CO-RTE-PM	NEV - 080 - 27.60/28.50
	Location	In Nevada County near Floriston at Truckee River Bridges (Br#17-0063L/R).
	Description	Replace bridges, install fiber optic and RWIS.
	Funding Source	SHOPP - Bridge Rehabilitation and Replacement (110)
	Total Cost	\$74,535,000
	Planning	COMPLETE
	Environmental	Target completion Spring 2024.
	Design	Target completion Fall 2026.
Construction	Construction is expected to begin Spring 2027. Target completion Fall 2029.	
1H18U Rdway Rehab	CO-RTE-PM	NEV - 80 - 13.00/15.50
	Location	In Truckee from west of Donner Park OC (BR#17-0045) to Trout Creek UC (BR#17-0031).
	Description	Rehabilitate pavement and drainage systems, upgrade ADA facilities, guardrail, and TMS elements.
	Funding Source	SHOPP Pavement Rehabilitation (122)
	Total Cost	\$30,566,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Fall 2023	
2H01U Rockfall Protection	CO-RTE-PM	NEV - 80 - 31.37/31.78
	Location	In Nevada and Sierra Counties from 1.9 miles east of Farad Undercrossing to the Sierra County line and from 1.3 miles east of the
	Description	Stabilize cut slope erosion and prevent rockfall by flattening the slope or installing a drapery system, concrete barrier, and drainage
	Funding Source	SHOPP - Roadway Preservation (150)
	Total Cost	\$13,813,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target completion Fall 2023	
2J910 Safety Improvements	CO-RTE-PM	NEV - 80 - 26.0/27.4
	Location	In Nevada County on Route 80 at Floriston
	Description	Grind existing concrete pavement, place polyester concrete overlay, groove existing concrete pavement, remove/repair concrete barrier
	Funding Source	SHOPP Safety Improvement (010)
	Total Cost	\$3,750,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Target Summer 2023/ Target completion Fall 2024	

0J560 Drum Bay Drainage Restoration	CO-RTE-PM	NEV - 80 - Various
	Location	In Nevada County from west of Yuba Gap OC to Placer County line
	Description	Rehabilitate drainage systems and upgrade Transportation Management System (TMS) elements
	Funding Source	SHOPP Safety Improvement (151)
	Total Cost	\$15,390,000
	Planning	Summer 2021
	Environmental	Summer 2023
	Design	Fall 2024
Construction	Target Spring 2025 / Target completion Fall 2026	
3J790 Donner Summit Rest Area Restoration	CO-RTE-PM	NEV - 80 - R5.60/R5.60
	Location	In Nevada County on I-80 at the Donner Summit Safety Roadside Rest Area
	Description	Rehabilitate the existing irrigation and sewer system to extend the service life and minimize maintenance costs.
	Funding Source	SHOPP Safety Improvement (010)
	Total Cost	\$2,633,000
	Planning	Summer 2023
	Environmental	Summer 2025
	Design	Fall 2026
Construction	Target Spring 2027 / Target completion Summer 2028	

Highway 89

1J170 CAPM & Drainage Improvements	CO-RTE-PM	PLA - 89 - 13.1/21.667
	Location	In Placer and Nevada Counties on Route 89, 9.0 miles south of Truckee from Truckee River Bridge (Br # 19-0032) to Junction of Route 80 in Truckee.
	Description	Class 2 pavement CAPM, rehabilitate drainage, upgrade ADA facilities, guardrail, and TMS elements.
	Funding Source	SHOPP - Roadway Preservation (121)
	Total Cost	\$13,940,000
	Planning	COMPLETE
	Environmental	Target completion Summer 2024.
	Design	Target completion Spring 2025.
Construction	Construction is expected to begin in Fall 2025. Target completion Fall 2026.	

DANIELA FERNANDEZ – Nevada City City Council
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DUANE STRAWSER – Member-At-Large
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MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

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The Nevada County Transportation Commission is currently in Closed Session.

The meeting will resume
after the Closed Session is complete.

Thank you for your patience.