

LOU CECI – 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 MEETING AGENDA

A regular meeting of the Nevada County Transportation Commission (NCTC) will be held on
Wednesday, July 17, 2024 at 10:00 a.m.
at the following locations:

Truckee Town Hall Council Chambers
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&omn=89053019560>

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

To join the Zoom meeting by phone:

+1 669 444 9171 or +1 253 205 0468 or +1 669 900 6833.

Find your local number: <https://us02web.zoom.us/u/kb385pZGtl>

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: 10:00 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, May 2024

- 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 15, 2024 Meeting

Recommendation: Approve.

3. [TDA Allocation Request from Nevada County:](#) The County of Nevada is requesting allocations of LTF and STA Funds for FY 2024/25.

Recommendation: Adopt Resolution **24-21**.

4. [TDA Allocation Request from the City of Grass Valley:](#) The City of Grass Valley is requesting an allocation of LTF Funds for FY 2024/25.

Recommendation: Adopt Resolution **24-22**.

5. [TDA Allocation Request from the City of Nevada City](#): The City of Nevada City is requesting an allocation of LTF Funds for FY 2024/25.

Recommendation: Adopt Resolution **24-23**.

6. [TDA Allocation Request from the Town of Truckee](#): The Town of Truckee is requesting allocations of LTF and STA Funds for FY 2024/25.

Recommendation: Adopt Resolution **24-24**.

7. [Grass Valley, Nevada City, Town of Truckee, and Nevada County Local Participation Subrecipient Agreements for FY 2024/25](#): See staff report.

Recommendation: Adopt Resolution **24-25**.

8. [NCTC Workplace Violence Prevention Plan](#): See staff report.

Recommendation: Adopt Resolution **24-26**.

ACTION ITEMS

9. [Draft Eastern Nevada County Transit Development Plan](#): Presentation by Genevieve Evans from LSC Transportation. See staff report.

Recommendation: Provide comments.

INFORMATIONAL ITEMS

10. [Correspondence](#)
 - A. Mike Woodman, Executive Director, Nevada County Transportation Commission, [Coalition Opposition Letter Regarding Senate Bill 1216 \(Blakespear\): Transportation Projects: Class III Bikeways: Prohibition](#), File 570.0, 6/24/2024
 - B. Malia M. Cohen, California State Controller, [Fiscal Year 2023-24 Third Quarter State of Good Repair Program Allocation](#), File 370.2.1, 5/6/2024
 - C. Malia M. Cohen, California State Controller, [Fiscal Year 2023-24 Third Quarter State Transit Assistance Allocation](#), File 1370.0, 5/6/2024

11. [Executive Director’s Report](#)

12. [Project Status Reports](#)

- A. [Caltrans Project](#) – Sam Vandell, Caltrans District 3 Project Manager for Nevada County.
- B. [Truckee Tahoe Area Regional Transit Report](#) – Alfred Knotts, Transportation Program Manager for Town of Truckee

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 18, 2024 at 10:00 am in the Grass Valley City Hall Council Chambers.

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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2024 NCTC MEETING SCHEDULE

JANUARY 24, 2024

MARCH 20, 2024

MAY 15, 2024

JULY 17, 2024 - Truckee Town Council Chambers, 10:00 am

SEPTEMBER 18, 2024

NOVEMBER 13, 2024

Meetings will be held at 10:00 am in the Grass Valley City Council Chambers
unless otherwise stated

COMMONLY USED ACRONYMS
NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)

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 2023/24**

APRIL

TOWN OF TRUCKEE (5805) LTF

16.56%

Cash Balance 4/1/24	\$669,610.22
Additions	\$37,639.96
Deductions	<u>\$0.00</u>
Cash Balance 4/30/24	\$707,250.18
 <u>Budget and Allocations</u>	
Fund Balance 6/30/23	\$887,943.46
Revenue Revised Findings Reso 24-03	<u>\$508,481.00</u>
AMOUNT TO BE ALLO	\$1,396,424.46
 Total Amount of Approved Allocations	 <u>\$508,659.00</u>
BALANCE Available for Allocation	\$887,765.46

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
3/20/24 24-08 allocation revised lower by Auditor-Controller 1/31/24	Transit/Paratransit Operations	\$508,659.00	\$599,435.80	-\$90,776.80

Negative balance to be returned to LTF

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

APRIL

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 4/1/24	\$416,212.49
Additions	\$4,883.75
Deductions	<u>\$0.00</u>
Cash Balance 4/30/24	\$421,096.24

Budget and Allocations

Fund Balance 6/30/23	\$360,714.46
Revenue Revised Findings Reso 24-03	<u>\$65,975.00</u>
AMOUNT TO BE ALLOCATED	\$426,689.46

Total Amount of Approved Allocations	<u>\$0.00</u>
BALANCE Available for Allocation	\$426,689.46

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
	No FY 23/24 Projects at this time	\$0.00	\$0.00	\$0.00
	TOTAL	\$0.00	\$0.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

APRIL

NEVADA COUNTY (5807) LTF

Cash Balance 4/1/24	\$3,235,010.74
Additions	\$151,710.96
Deductions	<u>\$0.00</u>
Cash Balance 4/30/24	\$3,386,721.70

Budget and Allocations	
<u>Fund Balance 6/30/23</u>	\$3,923,311.42
Revenue Revised Findings Reso 24-03	<u>\$2,049,475.00</u>
AMOUNT TO BE ALLOCATED	\$5,972,786.42

Total Amount of Approved Allocations	<u>\$3,275,693.68</u>
BALANCE Available for Allocation	\$2,697,092.74

DATE/ RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
3/20/24 24-05 allocation revised lower by Auditor- Controller 1/31/2024	FY 2023/24 Transit/Paratransit Operations	\$2,875,242.00	N/A	\$2,875,242.00	\$2,196,112.15	\$679,129.85
1/22/21 21-02 Balance of Allocation \$400,451.68 Rescinded *	1/22/2021 - 1/21/2024 Reserved in the Fund Capital Purchase	\$2,460,653.00	\$2,060,201.32	\$400,451.68	\$400,451.68	\$0.00
	TOTAL	\$5,335,895.00	\$2,060,201.32	\$3,275,693.68	\$2,596,563.83	\$679,129.85

*1/19/2024 Balance rescinded by NCTC, in agreement with Transit Services. Capital allocations have a 3-year limit.

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

APRIL

GRASS VALLEY (5808) LTF

13.39%

Cash Balance 4/1/24	\$36,874.41
Additions	\$30,444.21
Deductions	<u>\$0.00</u>
Cash Balance 4/30/24	\$67,318.62

Budget and Allocations

Fund Balance 6/30/23	\$154,854.34
Revenue Revised Findings Reso 24-03	<u>\$411,273.00</u>
AMOUNT TO BE ALLOCATED	\$566,127.34

Total Amount of Approved Allocations	<u>\$411,273.00</u>
BALANCE Available for Allocation	\$154,854.34

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
03/20/24 24-06	Transit/Paratransit Operations	\$411,273.00	\$411,273.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

APRIL

NEVADA CITY (5809) LTF

3.32%

Cash Balance 4/1/24	\$8,430.25
Additions	\$7,543.34
Deductions	<u>\$0.00</u>
Cash Balance 4/30/24	\$15,973.59

Budget and Allocations

Fund Balance 6/30/23	\$37,668.04
Revenue Revised Findings Reso 24-03	<u>\$101,903.00</u>
AMOUNT TO BE ALLOCATED	\$139,571.04

Total Amount of Approved Allocations	<u>\$101,903.00</u>
BALANCE Available for Allocation	\$37,668.04

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
03/20/24 Reso 24-07	Transit/Paratransit Operations	\$101,903.00	\$101,903.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

APRIL

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 4/1/24	\$159,875.58
Additions	\$11,965.18
Deductions	<u>\$0.00</u>
Cash Balance 4/30/24	\$171,840.76

Budget and Allocations

Fund Balance 6/30/23	\$191,735.42
Revenue Revised Findings Reso 24-03	<u>\$161,639.00</u>
AMOUNT TO BE ALLOCATED	\$353,374.42

Total Amount of Approved Allocations	<u>\$161,639.00</u>
BALANCE Available for Allocation	\$191,735.42

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
3/20/24 24-05 allocation revised lower by Auditor- Controller 1/31/24	Nevada County Paratransit Operations	\$134,877.00	\$124,839.75	\$10,037.25
3/20/24 24-08 allocation revised lower by Auditor- Controller 1/31/24	Truckee Paratransit Operations	\$26,762.00	\$24,770.25	\$1,991.75
	TOTAL	\$161,639.00	\$149,610.00	\$12,029.00

Nevada County Transportation Commission
Monthly Financial Report 2023/24

APRIL

NCTC Administration & Planning (6327)

Cash Balance 4/1/24	\$482,553.14
Additions	\$71,460.64
Deductions	\$147,940.65
Cash Balance 4/30/24	\$406,073.13

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/23	\$550,597.30
Estimated Revenue	<u>\$1,929,487.39</u>
AVAILABLE FOR ALLOCATION	\$2,480,084.69
Total of Approved Allocations	<u>\$2,072,960.18</u>
BALANCE AVAILABLE FOR ALLOCATION	\$407,124.51

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$238,716.66	\$184,894.10	\$53,822.56	77.45%
	Indirect	\$45,879.32	\$22,999.07	\$22,880.25	50.13%
	Consultant Human Resources	\$5,000.00	\$0.00	\$5,000.00	0.00%
	Intergovernmental Advocacy	\$52,000.00	\$24,000.00	\$28,000.00	46.15%
1.2	<u>Fiscal Administration</u>				
	NCTC Staff	\$261,247.26	\$202,456.66	\$58,790.60	77.50%
	Indirect	\$50,209.53	\$23,772.07	\$26,437.46	47.35%
	Fiscal Audit	\$57,500.00	\$41,500.00	\$16,000.00	72.17%
2.1	<u>Transportation Planning</u>				
	NCTC Staff	\$42,489.47	\$37,578.07	\$4,911.40	88.44%
	Indirect	\$18,101.26	\$8,283.75	\$9,817.51	45.76%
	Transportation Engineering	\$40,000.00	\$15,595.00	\$24,405.00	38.99%
	Local Agency	\$30,000.00	\$9,644.92	\$20,355.08	32.15%
	Traffic Counts	\$10,000.00	\$763.44	\$9,236.56	7.63%
2.1.1	<u>Regional Transportation Plan Update</u>				
	NCTC Staff	\$51,693.93	\$44,588.62	\$7,105.31	86.26%
	Consultant	\$67,684.90	\$24,304.06	\$43,380.84	35.91%
2.2	<u>Transportation Improvement Program</u>				
	NCTC Staff	\$38,910.38	\$33,985.29	\$4,925.09	87.34%
	Indirect	\$7,478.25	\$3,548.38	\$3,929.87	47.45%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$46,396.55	\$39,073.05	\$7,323.50	84.22%
	Indirect	\$16,659.29	\$6,575.29	\$10,084.00	39.47%
2.3.3	<u>Eastern Nevada County Transit Development Plan</u>				
	NCTC Staff	\$40,284.09	\$25,879.33	\$14,404.76	64.24%
	Consultant	\$74,995.00	\$44,400.69	\$30,594.31	59.20%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$101,103.58	\$81,547.99	\$19,555.59	80.66%
	Indirect	\$35,982.35	\$14,131.62	\$21,850.73	39.27%
	Rural Counties Task Force	\$2,000.00	\$0.00	\$2,000.00	0.00%
	Statewide Local Streets & Roads Assessment	\$800.00	\$0.00	\$800.00	0.00%
2.4.1	<u>Local Road Safety Plan (LRSP)</u>				
	NCTC Staff	\$720.28	\$278.59	\$441.69	38.68%
	Consultant	\$80,000.00	\$0.00	\$80,000.00	0.00%
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$20,435.98	\$16,471.58	\$3,964.40	80.60%
	Consultant	\$15,000.00	\$1,613.26	\$13,386.74	10.76%
2.4.3	<u>Zion Street Mobility/School Access</u>				
	NCTC Staff	\$5,000.00	\$0.00	\$5,000.00	0.00%
	Consultant	\$115,000.00	\$0.00	\$115,000.00	0.00%
2.4.4	<u>RCTF Rural Induced Demand Study</u>				
	NCTC Staff	\$35,565.06	\$29,237.71	\$6,327.35	82.21%
	Consultant	\$130,041.76	\$38,891.26	\$91,150.50	29.91%
2.4.6	<u>ZEV Transition Plan for County of Nevada</u>				
	NCTC Staff	\$24,396.33	\$15,949.00	\$8,447.33	65.37%
	Consultant	\$223,919.91	\$119,043.16	\$104,876.75	53.16%
	<u>Contingency</u>	\$87,749.04	\$0.00	\$87,749.04	0.00%
	TOTAL ALL WORK ELEMENTS	\$2,072,960.18	\$1,111,005.96	\$961,954.22	53.60%

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

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

APRIL

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 4/1/24	\$2,641,345.59
Additions	\$61,935.41
Deductions	<u>\$0.00</u>
Cash Balance 4/30/24	\$2,703,281.00

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2023/24**

JURISDICTION	COLLECTED/EXPENDED 2000/01 - 2022/23	COLLECTED/EXPENDED 2023/24	TOTAL COLLECTED/ EXPENDED
Grass Valley	\$2,686,666.02	\$0.00	\$2,686,666.02
Nevada City	\$349,798.72	\$0.00	\$349,798.72
Nevada County	\$5,956,399.55	\$222,678.48	\$6,179,078.03
Total	\$8,992,864.29	\$222,678.48	\$9,215,542.77
Interest	\$280,560.46	\$51,186.49	\$331,746.95
Expenditures	\$6,811,216.01	\$32,792.71	\$6,844,008.72
TOTAL	\$2,462,208.74	\$241,072.26	\$2,703,281.00

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	EXPENDED YTD Accrual Basis	BALANCE
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,419,732.73	\$2,966,730.11	\$32,792.71	\$2,933,937.40
3/20/24 Reso 24-12	NCTC RTMF Administration	\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00
TOTAL		\$4,393,962.84	\$1,419,732.73	\$2,974,230.11	\$32,792.71	\$2,941,437.40

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

APRIL

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 4/1/24	\$5,714,834.06
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 4/30/24	\$5,714,834.06

Budget and Allocations

Fund Balance 6/30/23	\$5,054,020.46
Estimated STA Revenue	<u>\$1,304,505.00</u>
AMOUNT TO BE ALLOCATED	\$6,358,525.46

Total Approved Allocations	<u>\$363,700.00</u>
BALANCE Available for Allocation	\$5,994,825.46

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
03/20/24 24-05	Nevada County Transit/Paratransit Services	\$31,211.00	\$0.00	\$31,211.00
03/20/24 24-08	Truckee Transit/Paratransit Services	\$332,489.00	\$25,947.15	\$306,541.85
	TOTAL	\$363,700.00	\$25,947.15	\$337,752.85

**Nevada County Transportation Commission
Monthly Financial Report 2023/24
APRIL**

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 4/1/24	\$1,907,507.69
Additions	\$0.00
Deductions	<u>\$300,000.00</u>
Cash Balance 4/30/24	\$1,607,507.69
<u>Budget and Allocations</u>	
Fund Balance 6/30/23	\$3,225,032.11
Estimated RSTP Revenue	<u>\$0.00</u>
AMOUNT TO BE ALLOCATED	\$3,225,032.11
Total Amount of Approved Allocations	<u>\$2,134,555.69</u>
BALANCE Available for Allocation	\$1,090,476.42

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
3/20/24 24-12	NCTC LRSP Staff	\$720.28	\$0.00	\$720.28	\$0.00	\$720.28
9/20/23 23-26	NCTC/NevCo LRSP Consultant	\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00
3/20/23 23-01	Grass Valley FY 2022/23 Annual Street Rehab	\$300,000.00	\$0.00	\$300,000.00	\$300,000.00	\$0.00
3/20/24 24-09	Nev Co 2023/24 General Maintenance Balance of 19-11 reallocated	\$14,774.50	\$0.00	\$14,774.50	\$0.00	\$14,774.50
7/19/23 23-17	Nev Co 2023/24 General Maintenance	\$630,384.00	\$0.00	\$630,384.00	\$259,691.77	\$370,692.23
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road \$14,774.50 balance rescinded 3/20/24	\$160,000 - \$14,774.50 = \$145,225.50	\$141,110.50	\$4,115.00	\$4,115.00	\$0.00
3/20/23 23-02	Truckee FY 2022/23 West River Project	\$1,104,561.91	\$0.00	\$1,104,561.91	\$1,104,561.91	\$0.00
	TOTAL	\$2,275,666.19	\$141,110.50	\$2,134,555.69	\$1,668,368.68	\$466,187.01

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

MAY

TOWN OF TRUCKEE (5805) LTF

16.56%

Cash Balance 5/1/24	\$707,250.18
Additions	\$149,720.74
Deductions	<u>\$0.00</u>
Cash Balance 5/31/24	\$856,970.92
 <u>Budget and Allocations</u>	
Fund Balance 6/30/23	\$887,943.46
Revenue Revised Findings Reso 24-03	<u>\$508,481.00</u>
AMOUNT TO BE ALLO	\$1,396,424.46
 Total Amount of Approved Allocations	 <u>\$508,659.00</u>
BALANCE Available for Allocation	\$887,765.46

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
3/20/24 24-08 allocation revised lower by Auditor-Controller 1/31/24	Transit/Paratransit Operations	\$508,659.00	\$508,659.00	\$0.00

Prior negative balance (\$90,776.80) reclassified to STA in May

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

MAY

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 5/1/24	\$421,096.24
Additions	\$7,647.92
Deductions	<u>\$0.00</u>
Cash Balance 5/31/24	\$428,744.16

Budget and Allocations

Fund Balance 6/30/23	\$360,714.46
Revenue Revised Findings Reso 24-03	<u>\$65,975.00</u>
AMOUNT TO BE ALLOCATED	\$426,689.46

Total Amount of Approved Allocations	<u>\$45,000.00</u>
BALANCE Available for Allocation	\$381,689.46

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE
05/15/24 Reso 24-18	FY 2023/24 Nevada County Combie Road Multi-Purpose Trail	\$45,000.00	\$0.00	\$45,000.00
	TOTAL	\$45,000.00	\$0.00	\$45,000.00

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

MAY

NEVADA COUNTY (5807) LTF

Cash Balance 5/1/24	\$3,386,721.70
Additions	\$237,578.45
Deductions	<u>\$679,129.85</u>
Cash Balance 5/31/24	\$2,945,170.30

Budget and Allocations	
<u>Fund Balance 6/30/23</u>	\$3,923,311.42
Revenue Revised Findings Reso 24-03	<u>\$2,049,475.00</u>
AMOUNT TO BE ALLOCATED	\$5,972,786.42

Total Amount of Approved Allocations	<u>\$3,275,693.68</u>
BALANCE Available for Allocation	\$2,697,092.74

DATE/ RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
3/20/24 24-05 allocation revised lower by Auditor- Controller 1/31/2024	FY 2023/24 Transit/Paratransit Operations	\$2,875,242.00	N/A	\$2,875,242.00	\$2,875,242.00	\$0.00
1/22/21 21-02 Balance of Allocation \$400,451.68 Rescinded *	1/22/2021 - 1/21/2024 Reserved in the Fund Capital Purchase	\$2,460,653.00	\$2,060,201.32	\$400,451.68	\$400,451.68	\$0.00
	TOTAL	\$5,335,895.00	\$2,060,201.32	\$3,275,693.68	\$3,275,693.68	\$0.00

*1/19/2024 Balance rescinded by NCTC, in agreement with Transit Services. Capital allocations have a 3-year limit.

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

MAY

GRASS VALLEY (5808) LTF

13.39%

Cash Balance 5/1/24	\$67,318.62
Additions	\$47,675.46
Deductions	<u>\$0.00</u>
Cash Balance 5/31/24	\$114,994.08

Budget and Allocations

Fund Balance 6/30/23	\$154,854.34
Revenue Revised Findings Reso 24-03	<u>\$411,273.00</u>
AMOUNT TO BE ALLOCATED	\$566,127.34

Total Amount of Approved Allocations	<u>\$411,273.00</u>
BALANCE Available for Allocation	\$154,854.34

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
03/20/24 24-06	Transit/Paratransit Operations	\$411,273.00	\$411,273.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

MAY

NEVADA CITY (5809) LTF

3.32%

Cash Balance 5/1/24	\$15,973.59
Additions	\$11,812.82
Deductions	<u>\$0.00</u>
Cash Balance 5/31/24	\$27,786.41

Budget and Allocations

Fund Balance 6/30/23	\$37,668.04
Revenue Revised Findings Reso 24-03	<u>\$101,903.00</u>
AMOUNT TO BE ALLOCATED	\$139,571.04

Total Amount of Approved Allocations	<u>\$101,903.00</u>
BALANCE Available for Allocation	\$37,668.04

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
03/20/24 Reso 24-07	Transit/Paratransit Operations	\$101,903.00	\$101,903.00	\$0.00

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

MAY

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 5/1/24	\$171,840.76
Additions	\$18,737.40
Deductions	<u>\$12,029.00</u>
Cash Balance 5/31/24	\$178,549.16

Budget and Allocations

Fund Balance 6/30/23	\$191,735.42
Revenue Revised Findings Reso 24-03	<u>\$161,639.00</u>
AMOUNT TO BE ALLOCATED	\$353,374.42

Total Amount of Approved Allocations	<u>\$161,639.00</u>
BALANCE Available for Allocation	\$191,735.42

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
3/20/24 24-05 allocation revised lower by Auditor- Controller 1/31/24	Nevada County Paratransit Operations	\$134,877.00	\$134,877.00	\$0.00
3/20/24 24-08 allocation revised lower by Auditor- Controller 1/31/24	Truckee Paratransit Operations	\$26,762.00	\$26,762.00	\$0.00
	TOTAL	\$161,639.00	\$161,639.00	\$0.00

Nevada County Transportation Commission
Monthly Financial Report 2023/24

MAY

NCTC Administration & Planning (6327)

Cash Balance 5/1/24	\$406,073.13
Additions	\$121,720.13
Deductions	\$195,679.60
Cash Balance 5/31/24	\$332,113.66

BUDGET: Estimated Revenue & Allocations

Fund Balance 6/30/23	\$550,597.30
Estimated Revenue	\$1,929,487.39
AVAILABLE FOR ALLOCATION	\$2,480,084.69
Total of Approved Allocations	\$2,072,960.18
BALANCE AVAILABLE FOR ALLOCATION	\$407,124.51

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	<u>General Services</u>				
	NCTC Staff	\$238,716.66	\$204,816.48	\$33,900.18	85.80%
	Indirect	\$45,879.32	\$24,911.29	\$20,968.03	54.30%
	Consultant Human Resources	\$5,000.00	\$0.00	\$5,000.00	0.00%
	Intergovernmental Advocacy	\$52,000.00	\$28,000.00	\$24,000.00	53.85%
1.2	<u>Fiscal Administration</u>				
	NCTC Staff	\$261,247.26	\$221,478.18	\$39,769.08	84.78%
	Indirect	\$50,209.53	\$25,429.69	\$24,779.84	50.65%
	Fiscal Audit	\$57,500.00	\$57,500.00	\$0.00	100.00%
2.1	<u>Transportation Planning</u>				
	NCTC Staff	\$42,489.47	\$39,479.31	\$3,010.16	92.92%
	Indirect	\$18,101.26	\$8,790.89	\$9,310.37	48.57%
	Transportation Engineering	\$40,000.00	\$15,595.00	\$24,405.00	38.99%
	Local Agency	\$30,000.00	\$13,907.92	\$16,092.08	46.36%
	Traffic Counts	\$10,000.00	\$763.44	\$9,236.56	7.63%
2.1.1	<u>Regional Transportation Plan Update</u>				
	NCTC Staff	\$51,693.93	\$49,065.15	\$2,628.78	94.91%
	Consultant	\$67,684.90	\$34,597.81	\$33,087.09	51.12%
2.2	<u>Transportation Improvement Program</u>				
	NCTC Staff	\$38,910.38	\$36,228.33	\$2,682.05	93.11%
	Indirect	\$7,478.25	\$3,708.61	\$3,769.64	49.59%
2.3	<u>Transit & Paratransit Programs</u>				
	NCTC Staff	\$46,396.55	\$43,155.23	\$3,241.32	93.01%
	Indirect	\$16,659.29	\$7,119.00	\$9,540.29	42.73%
2.3.3	<u>Eastern Nevada County Transit Development Plan</u>				
	NCTC Staff	\$40,284.09	\$29,364.90	\$10,919.19	72.89%
	Consultant	\$74,995.00	\$60,776.19	\$14,218.81	81.04%
2.4	<u>Coordination of Regional Planning</u>				
	NCTC Staff	\$101,103.58	\$88,471.80	\$12,631.78	87.51%
	Indirect	\$35,982.35	\$15,094.40	\$20,887.95	41.95%
	Rural Counties Task Force	\$2,000.00	\$2,000.00	\$0.00	100.00%
	Statewide Local Streets & Roads Assessment	\$800.00	\$0.00	\$800.00	0.00%
2.4.1	<u>Local Road Safety Plan (LRSP)</u>				
	NCTC Staff	\$720.28	\$278.59	\$441.69	38.68%
	Consultant	\$80,000.00	\$0.00	\$80,000.00	0.00%
2.4.2	<u>Airport Land Use Commission Planning & Reviews</u>				
	NCTC Staff	\$20,435.98	\$17,868.39	\$2,567.59	87.44%
	Consultant	\$15,000.00	\$1,613.26	\$13,386.74	10.76%
2.4.3	<u>Zion Street Mobility/School Access</u>				
	NCTC Staff	\$5,000.00	\$0.00	\$5,000.00	0.00%
	Consultant	\$115,000.00	\$0.00	\$115,000.00	0.00%
2.4.4	<u>RCTF Rural Induced Demand Study</u>				
	NCTC Staff	\$35,565.06	\$32,263.54	\$3,301.52	90.72%
	Consultant	\$130,041.76	\$38,891.26	\$91,150.50	29.91%
2.4.6	<u>ZEV Transition Plan for County of Nevada</u>				
	NCTC Staff	\$24,396.33	\$17,917.45	\$6,478.88	73.44%
	Consultant	\$223,919.91	\$142,140.61	\$81,779.30	63.48%
	Contingency	\$87,749.04	\$0.00	\$87,749.04	0.00%
	TOTAL ALL WORK ELEMENTS	\$2,072,960.18	\$1,261,226.72	\$811,733.46	60.84%

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

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

MAY

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 5/1/24	\$2,703,281.00
Additions	\$0.00
Deductions	<u>\$0.00</u>
Cash Balance 5/31/24	\$2,703,281.00

**RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2023/24**

JURISDICTION	COLLECTED/EXPENDED 2000/01 - 2022/23	COLLECTED/EXPENDED 2023/24	TOTAL COLLECTED/ EXPENDED
Grass Valley	\$2,686,666.02	\$0.00	\$2,686,666.02
Nevada City	\$349,798.72	\$0.00	\$349,798.72
Nevada County	\$5,956,399.55	\$222,678.48	\$6,179,078.03
Total	\$8,992,864.29	\$222,678.48	\$9,215,542.77
Interest	\$280,560.46	\$51,186.49	\$331,746.95
Expenditures	\$6,811,216.01	\$32,792.71	\$6,844,008.72
TOTAL	\$2,462,208.74	\$241,072.26	\$2,703,281.00

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	EXPENDED YTD Accrual Basis	BALANCE
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,419,732.73	\$2,966,730.11	\$32,792.71	\$2,933,937.40
3/20/24 Reso 24-12	NCTC RTMF Administration	\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00
TOTAL		\$4,393,962.84	\$1,419,732.73	\$2,974,230.11	\$32,792.71	\$2,941,437.40

**Nevada County Transportation Commission
Monthly Financial Report 2023/24**

MAY

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 5/1/24	\$5,714,834.06
Additions	\$322,738.00
Deductions	<u>\$621,987.80</u>
Cash Balance 5/31/24	\$5,415,584.26

Budget and Allocations

Fund Balance 6/30/23	\$5,054,020.46
Estimated STA Revenue	<u>\$1,304,505.00</u>
AMOUNT TO BE ALLOCATED	\$6,358,525.46

Total Approved Allocations	<u>\$1,173,700.00</u>
BALANCE Available for Allocation	\$5,184,825.46

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
03/20/24 24-05	Nevada County Transit/Paratransit Services	\$31,211.00	\$31,211.00	\$0.00
03/20/24 24-08	Truckee Transit/Paratransit Services	\$332,489.00	\$116,723.95	\$215,765.05
05/15/24 24-17	Truckee Microtransit Operations 99313	\$500,000.00	\$500,000.00	\$0.00
05/15/24 24-17	Truckee Transit Capital STA 99313	\$310,000.00	\$0.00	\$310,000.00
	TOTAL	\$1,173,700.00	\$647,934.95	\$525,765.05

**Nevada County Transportation Commission
Monthly Financial Report 2023/24
MAY**

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 5/1/24	\$1,607,507.69
Additions	\$1,310,647.00
Deductions	<u>\$385,466.73</u>
Cash Balance 5/31/24	\$2,532,687.96
<u>Budget and Allocations</u>	
Fund Balance 6/30/23	\$3,225,032.11
Estimated RSTP Revenue	<u>\$0.00</u>
AMOUNT TO BE ALLOCATED	\$3,225,032.11
Total Amount of Approved Allocations	<u>\$2,134,555.69</u>
BALANCE Available for Allocation	\$1,090,476.42

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
3/20/24 24-12	NCTC LRSP Staff	\$720.28	\$0.00	\$720.28	\$0.00	\$720.28
9/20/23 23-26	NCTC/NevCo LRSP Consultant	\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00
3/20/23 23-01	Grass Valley FY 2022/23 Annual Street Rehab	\$300,000.00	\$0.00	\$300,000.00	\$300,000.00	\$0.00
3/20/24 24-09	Nev Co 2023/24 General Maintenance Balance of 19-11 reallocated	\$14,774.50	\$0.00	\$14,774.50	\$14,774.50	\$0.00
7/19/23 23-17	Nev Co 2023/24 General Maintenance	\$630,384.00	\$0.00	\$630,384.00	\$630,384.00	\$0.00
5/15/19 19-11	Nev Co 2019/20 Shoulder Improvements Donner Pass Road \$14,774.50 balance rescinded 3/20/24	\$160,000 - \$14,774.50 = \$145,225.50	\$141,110.50	\$4,115.00	\$4,115.00	\$0.00
3/20/23 23-02	Truckee FY 2022/23 West River Project	\$1,104,561.91	\$0.00	\$1,104,561.91	\$1,104,561.91	\$0.00
	TOTAL	\$2,275,666.19	\$141,110.50	\$2,134,555.69	\$2,053,835.41	\$80,720.28

LOU CECI – 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 15, 2024

A regular meeting of the Nevada County Transportation Commission (NCTC) was held on Wednesday, May 15, 2024 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 10:00 a.m.

Members Present: Lou Ceci
 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
 Dan Landon, Executive Assistant
 Kena Sannar, Transportation Planner
 Dale Sayles, Administrative Services Officer
 Carol Lynn, Administrative Assistant

Standing Orders: Chair Scofield convened the Nevada County Transportation Commission meeting at 10:00 a.m.

Pledge of Allegiance, Roll Call

PUBLIC COMMENT: Josh Thiem, Alison Rivers, Nick Wilson, Shirley Osgood, Ella Lee, and Emma Crawford all spoke in support of having a free bus fare program for youth, for reasons including decreasing carbon emissions, helping the climate, accessing services, events, and other community offerings, preventing the isolation of young people in the community, and helping students to participate in extracurricular or after school activities. Transit Services Manager Robin Van Valkenburgh responded that both Sierra College and Ghidotti students are eligible to ride the bus services for free, but he was happy to look into how free bus fare for youth could potentially be funded.

CONSENT ITEMS

1. Financial Reports
 February, March 2024
2. NCTC Minutes
 March 20, 2024 NCTC Meeting Minutes

3. Revised Findings of Apportionment for FY 2024/25
Resolution 24-13
4. Federal Fiscal Year 2023/24 Regional Surface Transportation Program Apportionment for Fiscal Year 2024/25 Bid Targets
Approved Bid Target table as a basis for allocation from the RSTP Fund for FY 2024/25
5. Federal Transit Administration Section 5311 Federal Fiscal Year 2024 Program of Projects
Resolution 24-14
6. Approval of Low Carbon Transit Operations Program FY 2023/24 Funding Amounts
Approved FY 2023/24 funding amounts and authorize the Executive Director to sign letters approving the Town of Truckee's and Nevada County's Allocation Requests
7. Congestion Mitigation Air Quality Improvement Program Loan Agreement
Resolution 24-15
8. Update to the NCTC Administrative Operating Procedures
Resolution 24-16
9. Town of Truckee Transportation Development Act Claim for State Transit Assistance Operating and Capital Funds for FY 2023/24
Resolution 24-17
10. Nevada County Pedestrian and Bicycle TDA Claim for FY 2023/24
Resolution 24-18

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

* Commissioner Strauss joined the meeting

ACTION ITEMS

11. FY 2022/23 Fiscal and Compliance Audits
Resolution 24-19

Ingrid Shepline, CPA from Richardson & Company LLC, gave a presentation on the FY 2022/23 Fiscal and Compliance Audits. The TDA requires an audit be performed of the Commission itself that includes both financial and compliance auditing to determine that the Commission complies with TDA regulations. Then as a Transportation Planning Agency, the Commission is also responsible for administering various funds and assuring that the recipients of those funds are in compliance.

The opinions issued on the various financial statements are all considered unmodified or clean opinions. That indicates that they are fairly presented in accordance with other required accountability principles. They had no compliance findings and determined that the Commission as well as all of the

jurisdictions are in compliance with the Transportation Development Act and other state funding requirements. They issued a management letter that contained additional items for areas that were recommended for improvement for the Commission as well as the County and Town of Truckee to consider.

Ingrid Sheipline’s presentation can be viewed here:

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

During the audit discussion there was Public Comment from Shirley Osgood supporting the proposed City of Grass Valley plan for a roundabout and crosswalks on Ridge Road. She commented there is a blind hill there where drivers routinely exceed the 25mph speed limit, which is dangerous for school children, seniors and other pedestrians who often cross the road at that location.

ACTION: Approved Resolution 24-19 by roll call vote
MOTION: Strawser / SECOND: Ivy
AYES: Ceci, Ivy, Strauss, Strawser, Scofield
NOES: None
ABSENT: Hoek, Zabriskie
ABSTAIN: None

12. Final FY 2024/25 Overall Work Program
Resolution 24-20

Executive Director Mike Woodman gave a presentation on the Final FY 2024/25 Overall Work Program (OWP). The Overall Work Program outlines the fiscal administration and planning activities to be conducted during Fiscal Year 2024/25 and details the expected revenues and expenditures. The Draft FY 2024/25 OWP was presented to the Commission at their March meeting and then forwarded to the local jurisdictions and Caltrans for their review and comment. In finalizing the FY 2024/25 OWP, NCTC addressed and incorporated comments received from Caltrans District 3. Additionally, in response to Commissioner Strauss’s suggestion to create an easy to understand one or two page overview of the Overall Work Program, NCTC staff developed and incorporated a two-page Executive Summary that was inserted at the very beginning of the document, which explains the purpose of the Overall Work Program, the development process, key funding sources and general budget information, and also gives detail on the ongoing administrative and planning activities, carry over planning projects, and new projects.

The City of Grass Valley, City of Nevada City, Truckee Town Council, and Nevada County have all adopted the FY 2024/25 Overall Work Program.

ACTION: Approved Resolution 24-20 by roll call vote
MOTION: Strauss / SECOND: Strawser
AYES: Ceci, Ivy, Strauss, Strawser, Scofield
NOES: None
ABSENT: Hoek, Zabriskie
ABSTAIN: None

INFORMATIONAL ITEMS

14. Correspondence

- A. Mike Woodman, Executive Director, Nevada County Transportation Commission, SB 1216 (Blakespear): Transportation projects: Class III bikeways: prohibition - As amended on April 16, 2024 – Notice of Opposition, File 570.0, 4/17/2024
- B. Mike Woodman, Executive Director, Nevada County Transportation Commission, AB 2290 (Friedman): Transportation: Class III bikeways: bicycle facilities: Bikeway Quick-Build Project Pilot Program - As amended on April 1, 2024 – Notice of Opposition, File 570.0, 4/17/2024
- C. Mike Woodman, Executive Director, Nevada County Transportation Commission, AB 2535 (Bonta): Trade Corridor Enhancement Program - As introduced on February 13, 2024 – Notice of Opposition, File 570.0, 4/5/2024
- D. Mike Woodman, Executive Director, Nevada County Transportation Commission, Draft Caltrans System Investment Strategy (CSIS) and CAPTI Alignment Metrics, File 260.0, 4/15/2024
- E. Malia M. Cohen, California State Controller, Fiscal Year 2023-24 Third Quarter State of Good Repair Program Allocation, File 370.2.1, 3/6/2024
- F. Malia M. Cohen, California State Controller, Fiscal Year 2023-24 Third Quarter State Transit Assistance Allocation, File 1370.0, 3/6/2024

NCTC in coordination with their State Advocacy firm has been monitoring legislation, and in carrying out NCTC's legislative platform took an opposed position on three bills. Two of the bills, AB 2290 and Senate Bill 1216, proposed to prohibit Class 3 bikeways from being eligible in the state Active Transportation funding program. This is a significant concern to NCTC because our Nevada County Active Transportation Plan includes the typical Class 3 bikeways, but there is a special classification in the plan called a Class 3 multi-use shoulder, used in circumstances where a Class 2 striped lane five to seven feet wide is not feasible. This Class 3 multi-use shoulder would be a striped shoulder up to four feet in width that would provide additional protection and less stress for the user. The proposed legislation would prohibit those facilities from being eligible for the Active Transportation Program funding. Staff is continuing to work with the authors in an effort to get some possible modifications to those proposals to have some acknowledgement for rural areas that it is critical to get that state funding. Staff has been in contact with the Rural County Representatives of California as well as the California State Association of Counties and both of their legislative advocates are supportive of the issue.

The third bill, AB 2535, proposed to eliminate the existing tax statutory flexibility in the Trade Corridor Enhancement Program that currently allows funding for highway capacity improvements based on the merits and context of the project. This state grant program funded the State Route 49 truck climbing lane from McKnight Way to La Barr Meadows Road. NCTC took an opposed position in order to maintain the existing flexibility that is already in the statute for that program.

There is also a comment letter from NCTC on the draft Caltrans Strategic Investment Strategy scoring criteria. NCTC staff continue to work with Caltrans headquarters to ensure that the criteria established for funding programs controlled by Caltrans does not unfairly disadvantage rural projects from competing and getting critical partnership funding.

Public Comment: Josh Thiem commented that he bikes on Ridge Road every day for school, and it is very curvy and steep, cars go very fast and there is not really enough room on the shoulder to bike safely. He voiced his opinion that bigger bike lanes are better and safer and might encourage more people to bike on that road.

15. Executive Director’s Report

Executive Director Mike Woodman gave an overview of his report. Mr. Woodman and Association of Monterey Bay Area Governments Executive Director Maura Twomey were invited to attend the Rural County Representatives of California (RCRC) meeting to give a presentation to the Roadway Infrastructure Ad Hoc Committee to discuss rural transportation challenges from a Regional Transportation Planning Agency perspective. The presentation was well received. The committee members are interested in future coordination on advocacy efforts with the Rural Counties Task Force and the North State Super Region to align advocacy efforts and ensure rural priority projects are given fair consideration in state competitive grant funding programs. NCTC is a member of both of those groups, and Deputy Executive Director Aaron Hoyt was nominated to serve as chair of the Rural Counties Task Force for the next two-year term.

The RCRC Roadway Infrastructure Ad Hoc Committee is interested in pursuing advocacy efforts on some of our transportation challenges. NCTC will be working with our state advocate to schedule a coordinated Rural Counties Task Force and RCRC Advocacy Day at the state capitol where all of the representatives can work with their legislative representatives in an effort to make our rural needs and challenges heard.

NCTC's Executive Director, Deputy Executive Director, and NCTC Commissioner Sue Hoek attended a meeting of the North State Super Region on April 26. They discussed the rural transportation challenges facing the north state with Congressman Doug LaMalfa, and opportunities at the federal level that could help give support for some of these issues.

COMMISSION ANNOUNCEMENTS: Danielle LaPointe of the Town of Truckee said she and Truckee Transportation Program Manager Alfred Knotts have arranged a tour of some of the key multimodal facilities in the Town of Truckee after the July NCTC meeting. They are excited to host NCTC for both the meeting and the tour in July.

SCHEDULE FOR NEXT MEETING: The next regular meeting of the NCTC has been scheduled for July 17, 2024 at 10:00 a.m. at the Truckee Town Council Chambers with a Transit Tour following.

ADJOURNMENT OF MEETING: The meeting was adjourned at 11:34 a.m.

Respectfully submitted by: _____
Carol Lynn, Administrative Assistant

Approved on: _____

By: _____
Ed Scofield, Chair
Nevada County Transportation Commission

**RESOLUTION 24-21
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO NEVADA COUNTY FOR
TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2024/25

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	Allocated
Transit/Paratransit Operations STA 99314	6731(b)	\$6,152,428	\$57,170
Transit/Paratransit Operations STA 99313	6731(b)		\$0
Transit/Paratransit Operations CTS	99275 (a)		\$134,787
Transit/Paratransit Operations LTF	99400(c)(d)		\$4,664,258
TOTAL			\$4,856,215

WHEREAS, the STA estimated revenue under Public Utilities Code (PUC) Section 99314 for FY 2024/25 available for allocation to Nevada County is \$57,170 consisting of \$30,170 FY2024/25 STA apportionment plus \$27,000 estimated STA carryover; 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 \$57,170; 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 for FY 2024/25 Resolution 24-13 estimates that \$161,903 of LTF has been designated for CTS purposes, and Nevada County's bid target is \$134,787; and

WHEREAS, Nevada County has requested an allocation of \$134,787 from the FY 2024/25 CTS apportionment of LTF to support transit/paratransit operations; and

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

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

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

1. The proposed Community Transit Service is responding to a need currently not being met in the community of the claimant.
2. The service shall be integrated with existing transit services, as appropriate.
3. The claimant has prepared an estimate of revenues, operating costs, and patronage.
4. The claimant is in compliance with the fare recovery ratio requirements.
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 FY2024/25 Resolution 24-13 estimates that there is \$2,046,695 of LTF available for allocation to Nevada County under PUC Section 99260(a) and 99400(c)(d)(e); and

WHEREAS, as of June 30, 2024, there are estimated funds remaining from prior year LTF apportionments in the amount of \$3,535,170; Nevada County requires \$2,617,563 for FY 2024/25 operational expenditures. This leaves an estimated LTF Carryover Balance of \$917,607 held by NCTC; 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 2024/25; and

WHEREAS, Nevada County Transportation Commission has determined that Nevada County's Maximum TDA Eligibility for transit/paratransit operations during FY 2024/25 is \$5,657,436; and

WHEREAS, the Nevada County combined total LTF and STA claim for FY 2024/25 is \$4,856,215; and

WHEREAS, the City of Grass Valley will claim \$411,476 of LTF for FY 2024/25, and \$230,822 estimated prior years' LTF carryover, and the City of Nevada City will claim \$102,777 of LTF for FY 2024/25 and \$56,146 estimated prior years' LTF carryover, in addition to Nevada County's claim for \$4,856,215, for a combined total amount claimed of \$5,657,436 for FY 2024/25, which equals the Maximum TDA Eligibility; and

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

WHEREAS, based on the FY 2022/23 Fiscal and Compliance Audit, the level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of PUC Sections 99268.2, 99268.3, 99268.4, 99268.5, and 99268.9, as they may be applicable to the claimant; and

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

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

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

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

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 \$57,170 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 2024/25.

BE IT FURTHER RESOLVED, that Nevada County is allocated \$134,787 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2024/25.

BE IT FURTHER RESOLVED that Nevada County is allocated \$4,664,258 of LTF as authorized under PUC Section 99260(a) and 99400(c)(d) for transit/paratransit operations during FY 2024/25.

BE IT FURTHER RESOLVED, that full payment of these allocations is contingent upon completion of the FY 2023/24 Fiscal Audit. In the event that Unearned Revenue for FY 2023/24 is identified as cash rather than receivable, 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 allocations is contingent upon receipt of all finalized claim documents including the CHP Certification.

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, Nevada County Transportation Commission must be notified by Nevada County when Federal revenues budgeted for transit operations are received, because this will impact TDA eligibility.

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 17, 2024 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



**NEVADA COUNTY
CALIFORNIA**

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

July 8, 2024

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 2024-25 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 2023-24 to date as recorded by the County's financial accounting system.

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

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

Operating Cost as budgeted FY 2024-25	\$6,152,428
Less: FY 2023-24 Beginning unearned revenue balance	\$0
Less Fare Revenues anticipated in FY 2024-25	\$(299,730)
Local support per Sec. 6633.2 (ratio of fare revenue to operating costs)	
Less Other Revenues anticipated	\$(101,022)
Less Federal Assistance 5311 cash to be received in FY 24/25	\$0
CAL ACT Travel Reimbursement	\$(1,000)
Less Low Carbon Transit Operations Program	<u>\$(93,240)</u>
Revised maximum TDA eligibility for FY 2024-25	\$5,657,436
Capital Purchase costs as budgeted FY 2024-25	\$3,179,897
Less: other revenue rolled over from FY 2023-24	(57,170) LTF/STA
Federal grant (EPA, 5310, 5311 CRRSAAA)	<u>(0)</u>
Maximum eligibility for FY 2024-25	\$ -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,

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
George Schureck, Acting Public Works Director

July 9, 2024

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

SUBJECT: Fiscal Year 2024-25 Claim for LTF, STA and CTS Funding

Dear Mike:

Enclosed is Nevada County's Fiscal Year 2024-25 claim for \$4,664,258 in LTF funds, \$134,787 in CTS funds and \$57,170 in STA (99314). The total amount of this claim is \$4,856,258. The Board of Supervisors adopted Resolution No. **24-358** for approval of the Fiscal Year 2024-25 Budget on June 25, 2024.

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 \$3,535,170 (cell D25 of eligibility worksheet).

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 installing LED Next Bus arrival displays at the Tinloy Transit Center.
- Continued the design and development of charging infrastructure with initial construction scheduled for Q2 or Q3 2025 at NCOC and Tinloy Transit Center.

- Continued partnership with Connecting Point/211 to develop and provide Travel Training services for the community.
- Began installation of a contactless fare payment system to improve accessibility and simplify ease of use of the fixed route system funded via LCTOP grant.

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

Robin Van Valkenburgh
Transit Services Manager

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2024-25

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 **\$4,664,258** of LTF, **\$134,787** of CTS and **\$57,170** of STA (99314). This amount consists of **\$4,856,215** 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)	\$6,152,428	\$57,170
Transit/Paratransit Operations CTS	99275 (a)		\$134,787
Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$4,664,258
TOTAL			\$4,856,215

The County of Nevada Department of Public Works, Transit Services Division, requests that the funds be distributed as they become available. Resolution #24-358 approved the funding in this claim by the Nevada County Board of Supervisors on June 25, 2024.

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 Elizabeth Nielsen at 12:35 pm, Jul 09, 2024

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: County of Nevada Transit Services Division (Agency Name)

Fiscal Year: 2024-25 (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

Digitally signed by Robin Van
Valkenburgh
Date: 2024.07.09 12:44:00 -07'00'

Robin Van Valkenburgh, Transit Services Division Manager

Print Name and Title

July 9, 2024

Date

Claimant: County of Nevada Transit Services Division (Agency Name)

For Most Recently Completed Fiscal Year: 2023-24

OPERATOR PERFORMANCE TABLE

Performance Indicator		Comments
1	Operating Cost/ Passenger Trip	This is YTD through April 30, 2024
	<u>\$ 19.76 / Trip</u>	
2	Operating Cost/ Service Hour	
	<u>\$ 128.32 /Hour</u>	
3	Passengers/ Service Hour	
	<u>7.11 /Hour</u>	
4	Passengers/ Service Mile	
	<u>0.40 /Mile</u>	
5	Service Hours/ Employee	Hours are based on 21 FTE's, includes drivers, supervisors and manager.
	<u>697 Hrs/Emp</u>	
6	Farebox Ratio	
	<u>11 %</u>	

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

NEVADA COUNTY CONNECTS
MONTHLY OPERATIONS REPORT - 2023-24

Year to Date: Jul 2023 -- Jun 2024

Monday - Saturday
 302 Service Days

Mon-Fri 206

Sat 45

Total Service Days 251

\$82,934.00

Trippler >>

Full Days 110

Min Days 40

PASSENGER BOARDINGS	Route 1	Route 3.2/AS*	Route 4	Route 5**	Route 6	Route 7	Trippler	FAIR	Total
Regular Cash (includes LCTOP Free Fares)	10,547	5,035	7,998	3,380	3,074	1,149	157	2,346	33,686
Discount Cash	4,465	1,828	2,494	1,081	821	568	1,912	0	13,169
Free (Under 6)	1,387	1,789	2,416	506	787	25	0	0	6,910
Daily Pass	1,507	889	1,556	227	306	388	2	0	4,875
Monthly Pass	13,898	5,437	12,267	1,506	2,561	973	8	0	36,650
Transfer	1,076	1,163	1,846	477	472	51	0	0	5,085
One Ride Tickets	1,372	378	1,493	150	127	105	2	0	3,627
Total Boardings	34,252	16,519	30,070	7,327	8,148	3,259	2,081	2,346	104,002
	33%	16%	29%	7%	8%	3%	2%	2%	98%
OPERATING DATA									
Revenue Vehicle Hours (RVH)	3,188	3,089	3,108	2,220	1,412	1,252	368	0	14,635
Total Vehicle Hours	3,319	3,215	3,222	2,396	1,526	1,427	427	0	15,530
Revenue Vehicle Miles (RVM)	39,614	48,100	41,610	65,805	30,284	32,724	4,886	0	263,024
Total Vehicle Miles	42,626	50,353	43,609	68,765	32,292	34,372	7,370	0	279,387
Marginal Operating Cost - RVH	\$ 284,198	\$ 275,415	\$ 277,065	\$ 197,935	\$ 125,849	\$ 111,587	\$ 32,766	\$ -	\$1,304,816
Marginal Operating Cost - RVM	\$ 91,509	\$ 111,110	\$ 96,120	\$ 152,010	\$ 69,956	\$ 75,592	\$ 11,288	\$ -	\$607,585
Marginal Operating Cost	\$ 375,707	\$ 386,525	\$ 373,184	\$ 315,389	\$ 195,805	\$ 187,180	\$ 44,054	\$ -	\$1,877,844
Total Operating Cost (includes fixed costs)	\$ 469,648	\$ 475,793	\$ 461,003	\$ 350,742	\$ 245,198	\$ 239,014	\$ 64,721	\$ -	\$2,306,119
Fare Revenue --ACTUALS	\$ 81,815	\$ 38,795	\$ 68,493	\$ 22,685	\$ 23,620	\$ 10,057	\$ 5,572	\$ 3,519	\$254,556
Net Operating Subsidy	\$ 387,832	\$ 436,998	\$ 392,511	\$ 328,057	\$ 221,578	\$ 228,957	\$ 59,149	\$ -	\$2,055,082
Total Institutional Pass Sales									\$ 65,837
Total LCTOP Subsidized Passes									\$ 56,475
Total M. U. B. Sales									\$ 7,111
PERFORMANCE INDICATORS									
Marginal Operating Cost/VSH	\$117.87	\$125.13	\$120.09	\$142.07	\$138.72	\$149.56	\$119.87	\$0.00	\$128.32
Marginal Operating Cost/VSM	\$9.48	\$8.04	\$8.97	\$4.79	\$6.47	\$5.72	\$9.02	\$0.00	\$7.14
Marginal Subsidy/Passenger	\$11.32	\$26.45	\$13.05	\$44.77	\$27.19	\$70.25	\$28.42	\$0.00	\$19.76
Revenue/Passenger	\$2.39	\$2.35	\$2.28	\$3.10	\$2.90	\$3.09	\$2.68	\$1.50	\$2.45
Passengers/VSH	10.75	5.35	9.68	3.30	5.77	2.60	5.66	0.00	7.11
Passengers/VSM	0.86	0.34	0.72	0.11	0.27	0.10	0.43	0.00	0.40
Total Allocated Farebox Recovery Ratio	17.4%	8.2%	14.9%	6.5%	9.6%	4.2%	8.6%	0.0%	11.0%

**Routes 5 & 7 do not run on Saturdays

**Route 5 allocated costs less revenue from Placer County contract

Revenue Budget Detail by Org
Fiscal Year Ending June 2025

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Amount
4281910037071000	401500	TRANSPORTATION TAX	3,653,544	2,840,840	4,250,574	NEVADA COUNTY	2,875,242
						NEVADA CITY	101,903
						GRASS VALLEY	411,273
						CTSA	134,877
						RESERVE	727,279
		<u>SUB-TOTAL CLASS 0</u>	<u>3,653,544</u>	<u>2,840,840</u>	<u>4,250,574</u>		
430100		INTEREST	4,500	11,486	4,500		
430200		RENTS & CONCESSIONS	12	0	0		
		<u>SUB-TOTAL CLASS 3</u>	<u>4,512</u>	<u>11,486</u>	<u>4,500</u>		
440170		ST-TRANSIT ASSISTANCE	362,409	0	244,623	STA EST. ALLOCATION PER NCTC RESO 24-04 013124	244,623
445090		STATE OTHER	138,749	138,749	0		
446390		FED TRANSIT ASST OPERATNG	1,148,784	1,148,784	1,162,239	FTA GRANT FUNDS SEC 5311 AND SEC 5311 SUPPLEMENT	686,239
						FTA GRANT FUNDS SEC 5311 ARPA OPERATING ONLY	476,000
		<u>SUB-TOTAL CLASS 4</u>	<u>1,649,942</u>	<u>1,287,533</u>	<u>1,406,862</u>		
453200		TRANSIT CONTRACT SERVICES	82,934	93,109	95,902	PLACER CNTY RT 5 CONTRIBUTION PROPOSED	95,902
453300		TRANSIT FARES	240,000	261,093	247,200	FAREBOX	247,200
453380		PARATRANSIT FARES	51,000	57,752	52,530	PARATRANSIT FARES	52,530
458010		MISC CHARGES & FEES	2,300	600	620	ON BOARD ADVERTISING	620
		<u>SUB-TOTAL CLASS 5</u>	<u>376,234</u>	<u>412,554</u>	<u>396,252</u>		
462000		OTHER REVENUES	0	1,141	1,000	CAL ACT TRAVEL REIMB	1,000
		<u>SUB-TOTAL CLASS 6</u>	<u>0</u>	<u>1,141</u>	<u>1,000</u>		
474000		TRANSFERS IN	0	113,500	93,240	FUND 4283 LCTOP - FREE FARES	18,924
						FUND 4283 LCTOP - SUBSIDIZED PASSES REIMB	74,316
		<u>SUB-TOTAL CLASS 7</u>	<u>0</u>	<u>113,500</u>	<u>93,240</u>		
TRANSIT TOTAL (ORG CODE)			5,684,232	4,667,054	6,152,428		
4281910037072000	401500	TRANSPORTATION TAX	7,546	0	207,601	LTF/STA (EV BUS CHARGING CONSTRUCTION)	207,601

Revenue Budget Detail by Org

Fiscal Year Ending June 2025

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Amount
		<i>SUB-TOTAL CLASS 0</i>	<u>7,546</u>	<u>0</u>	<u>207,601</u>		
	440170	ST-TRANSIT ASSISTANCE	12,492	0	0		
	445090	STATE OTHER	0	0	172,891	NCOC CHARGER PROCUREMENT, CONSTRUCTION, INSTALL	172,891
	446800	FED GRANT CAPITAL	3,159,859	2,984,159	76,700	5310 PARATRANSIT VEHICLE PROCUREMENT	76,700
		<i>SUB-TOTAL CLASS 4</i>	<u>3,172,351</u>	<u>2,984,159</u>	<u>249,591</u>		
TRANSIT CAPITAL TOTAL (ORG CODE)			<u>3,179,897</u>	<u>2,984,159</u>	<u>457,192</u>		
4282910037071000	430100	INTEREST	0	1,000	0		
		<i>SUB-TOTAL CLASS 3</i>	<u>0</u>	<u>1,000</u>	<u>0</u>		
TRANSIT PROP IB TOTAL (ORG CODE)			<u>0</u>	<u>1,000</u>	<u>0</u>		
4283910037071000	430100	INTEREST	0	0	1,900		
		<i>SUB-TOTAL CLASS 3</i>	<u>0</u>	<u>0</u>	<u>1,900</u>		
	474000	TRANSFERS IN	0	212,633	0		
		<i>SUB-TOTAL CLASS 7</i>	<u>0</u>	<u>212,633</u>	<u>0</u>		
TRANSIT LCTOP STATE GRANT TOTAL (ORG CODE)			<u>0</u>	<u>212,633</u>	<u>1,900</u>		
GRAND TOTAL 91003			8,864,129	7,864,846	6,611,520		

Expenditure Budget Detail by Org
Fiscal Year Ending June 2025

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
4281910037071000	510100	PERMANENT SALARIES	964,606	915,080	989,430		
	510105	OVERTIME	7,776	39,552	8,707		
	510120	LEAVE PAYOFF	0	551	0		
	510200	TEMPORARY SALARIES	249,958	66,758	244,618		
	510300	RETIREMENT BENEFITS	482,715	439,045	528,378		
	510301	OPEB - OTHER POST EMP BEN	32,866	36,193	37,620		
	510400	HEALTH INS	237,226	205,109	228,647		
	510401	DENTAL INS	10,122	15,190	12,519		
	510402	VISION INS	2,216	3,806	3,197		
	510403	UNEMPLOYMENT INS	3,002	1,191	11,772		
	510500	WORKER'S COMP INSURANCE	143,915	114,328	177,328		
		<u>SUB-TOTAL CLASS 1</u>	<u>2,134,402</u>	<u>1,836,803</u>	<u>2,242,216</u>		
	520010	MISCELLANEOUS EXPENSE	0	2,060,201	0		
	520200	CLOTHING & PERSONAL	4,250	1,900	3,000	NEW SHIRTS	3,000
	520210	UNIFORM EXPENSES	1,500	0	0		
	520310	TELEPHONE SERVICE	3,275	3,167	3,985	AT&T	1,480
						VERIZON	900
						CAL NET 3	1,605
	520690	HOUSEHOLD EXPENSE - OTHER	4,188	2,219	3,407	JANITORIAL SUPPLIES PLUS M.U.B AT TINLOY TRANSIT CENTER	1,900
						BUS WASHING SUPPLIES	600
						MISC HOUSEHOLD EXPENSE	200
						NC OPERATIONS CENTER APN CHARGE	707
	520700	INSURANCE	155,314	130,322	170,021	CAL TIP	155,314
						GENERAL LIABILITY (RATE SHEET)	14,707
	520900	MAINTENANCE EQUIPMENT	851,303	851,303	906,725	FLEET PROJECT COSTS - RATE SHEET	622,980
						FLEET FUEL	280,745

Expenditure Budget Detail by Org
Fiscal Year Ending June 2025

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
						BUS WASHING ETC.	3,000
	520910	MAINTENANCE - FUEL	600	251	600	CA DEPT OF TAX & FEES FUEL TAX QTRLY RETURNS	600
	521000	MAINT BUILDINGS & IMPROVE	500	3,635	3,500	BUILDING MAINTENANCE AND IMPROVEMENTS -NOT GRANT FUNDED	3,500
	521200	MEMBERSHIPS	3,000	3,500	3,500	CALACT	750
						CALIF. TRANSIT ASSOC. (CTA)	2,750
	521410	OFFICE EXPENSE - OTHER	9,600	2,465	7,300	OFFICE SUPPLIES	5,000
						PASS/TRANSFER/POSTER PRINTING	2,300
	521474	SOFTWARE SUBSCRIPTIONS	39,700	37,815	37,130	SWIFTLY	25,585
						REMIX	11,350
						ZOOM	195
	521475	SOFTWARE MAINTENANCE	14,280	18,172	18,800	TRIP SPARK (UBER/ROUTEMATCH)	18,800
	521480	COMPUTERS & RELATED EQUIP	7,060	1,716	0		
	521485	SOLAR ENERGY GEN & SVCS	1,289	1,289	1,777	SOLAR COSTS-RATE SHEET	1,777
	521490	CENTRAL SVC - POSTAGE CHG	581	581	1,399	CENTRAL SERV-POSTAGE RATE SHEET	1,399
	521492	CENTRAL SVC - COPIER CHGS	1,763	5,000	7,200	CENTRAL SERVICES COPIER-APPROX. (NOT ON RATE SHEET)	7,200
	521520	PROFESSIONAL SERVICE	1,849,505	1,106,521	1,930,582	ST CONTROLLER AUDIT	2,600
						PHYSICALS, SNMH	5,265
						MISC	2,600
						PARATRANSIT CONTRACT RESO 22-507	1,894,304
						SECURE SCREENINGS (FINGERPRINTS)	560
						ZONES, INC.	19,856
						PROVANTAGE	5,397
	521600	PUBLICATIONS AND LEGAL	1,000	0	1,000	PUBLIC HEARING NOTICES	1,000
	521700	RENTS & LEASES-EQUIPMENT	6,727	6,407	7,598	BANNER RADIO SVC AGREEMENT (+3.0% CPI)	6,598
						MISC. RADIO MIKES ETC.	1,000
	521900	SMALL TOOLS & INSTRUMENTS	500	875	800	SMALL TOOLS/ITEMS FOR MUB & BUSES	800
	522090	SPEC DEPT EXPENSE - OTHER	10,000	4,266	10,000	RIDER GUIDES (PRINTING ETC.)	5,000
						MARKETING-ADS / FAIR, STREET MARKETS ETC.	5,000
	522210	VEHICLE RENTAL	2,700	2,676	6,000	ELECTRIC CAR-SPARE VAN-FLEET RATE	6,000
	522271	TRAVEL - TRAINING	6,000	9,209	6,000	CAL-ACT/CAL-TIP CONFERENCES, STAFF TRAINING	6,000

Expenditure Budget Detail by Org

Fiscal Year Ending June 2025

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
	522400	UTILITIES	4,800	1,925	1,500	TINLOY TRANSIT CENTER CITY OF GRASS VALLEY (WATER)	1,500
		<u>SUB-TOTAL CLASS 2</u>	<u>2,979,435</u>	<u>4,255,415</u>	<u>3,131,824</u>		
	531150	JUDGEMENTS & DAMAGES	1,000	0	2,500		
	538551	INTERFUND REIMBURSEMENT	397,012	397,012	409,428	A/C AUDIT CHARGES	1,937
						IS REMOTE	6,280
						20707 CDA ADMIN	367,318
						ON BILL FINANCING (SOLAR)	1,295
						30100 DPW ADMIN REIMB	31,257
						CIVIC PLUS WEBSITE HEADER	1,341
	538564	IS TELEPHONE SVCS	4,080	0	4,080	RATE SHEET	4,080
	538565	IS SVCS	23,801	0	34,819	IS NETWORK RATE SHEET	34,819
	538566	FACILITIES MGMT SVCS	3,000	8,846	8,000	MISC MAINTENANCE NCOC & TINLOY TRANSFER CENTER-APPROX.	8,000
	538567	IS PROGRAMMER SVCS	1,500	500	500	TRIP SPARK; ZEBRA; APOLLO ASSISTANCE	500
	539500	COST PLAN SRV A-87	140,002	140,002	167,923	COST PLAN SRV A-87 RATE SHEET	167,923
		<u>SUB-TOTAL CLASS 3</u>	<u>570,395</u>	<u>546,360</u>	<u>627,250</u>		
	540300	BLDG STRUCTURES-IMPROVEMT	0	16,883	20,510	30104 ENGINEERING BUS WASH	20,000
						ACCELA FEE	510
	540500	AUTOMOTIVE EQUIPMENT	0	0	130,628	5310 CUT AWAY (W/ FORCE MAJEURE PRICE INCREASE)	130,628
		<u>SUB-TOTAL CLASS 4</u>	<u>0</u>	<u>16,883</u>	<u>151,138</u>		
	550700	TRANSFERS OUT	0	212,663	0		
		<u>SUB-TOTAL CLASS 5</u>	<u>0</u>	<u>212,663</u>	<u>0</u>		
TRANSIT TOTAL (ORG CODE)			5,684,232	6,868,124	6,152,428		
4281910037072000	521520	PROFESSIONAL SERVICE	109,860	0	0		
		<u>SUB-TOTAL CLASS 2</u>	<u>109,860</u>	<u>0</u>	<u>0</u>		
	540300	BLDG STRUCTURES-IMPROVEMT	717,800	525,682	0		
	540500	AUTOMOTIVE EQUIPMENT	2,315,348	0	172,891	CRRSAA PARATRANSIT VANS	172,891
	540600	OTHER EQUIPMENT	36,889	257,436	284,301	30104 ENGINEERING EV CHARGING CONSTRUCTION	253,705
						MARK THOMAS INC (INSPECTIONS)	30,596

Expenditure Budget Detail by Org
Fiscal Year Ending June 2025

Org Code	Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Amount
		<u>SUB-TOTAL CLASS 4</u>	<u>3,070,037</u>	<u>783,118</u>	<u>457,192</u>		
TRANSIT CAPITAL TOTAL (ORG CODE)			3,179,897	783,118	457,192		
4282910037071000	550700	TRANSFERS OUT	0	55,957	0		
		<u>SUB-TOTAL CLASS 5</u>	<u>0</u>	<u>55,957</u>	<u>0</u>		
TRANSIT PROP 1B TOTAL (ORG CODE)			0	55,957	0		
4283910037071000	550700	TRANSFERS OUT	0	113,500	93,240	4281-91003 FREE FARE DAYS	18,924
						4281-91003 SUBSIDIZED PASSES	74,316
		<u>SUB-TOTAL CLASS 5</u>	<u>0</u>	<u>113,500</u>	<u>93,240</u>		
TRANSIT LCTOP STATE GRANT TOTAL (ORG CODE)			0	113,500	93,240		
GRAND TOTAL 91003			8,864,129	7,820,699	6,702,860		



RESOLUTION No. 24-358

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ADOPTING THE NEVADA COUNTY FISCAL YEAR 2024/25 BUDGET, TOTALING \$387,709,385

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 2024/25 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 \$387,709,385 from revenues of \$ 363,832,795 and fund balances of various funds of \$23,876,590; 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 2024/25 Adopted Budget.

Revenues	
Taxes	\$78,379,924
Licenses, Permits & Franchises	\$6,596,466
Fines, Forfeitures, & Penalties	\$3,485,034
Use of Money & Property	\$13,070,813
Federal/State Intergovernmental	\$166,763,261
Charges for Services	\$28,036,135
Miscellaneous Revenues	\$4,959,213
Other Financing Sources	\$62,541,949
Special Revenue	\$0

Total Revenues	\$363,832,795
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Total Sources	\$387,709,385
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Expenses	
Salaries & Benefits	\$151,647,372
Services & Supplies	\$118,943,394
Other Charges	\$80,128,075
Overhead Cost Allocation (A87)	\$16,490,308
Capital Assets	\$29,672,148
Other Financing Uses	\$62,682,325
Interfund Activity	(\$71,954,237)
Contingency	\$100,000

Total Expenses	\$387,709,385
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NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby adopts the Budget dated June 25, 2024 for the operations and maintenance of the County of Nevada for the fiscal year ending June 30, 2025 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 25th day of June 2024, 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.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By:  _____



Hardy Bullock, Chair

	B	C	D	E	F
1	NEVADA COUNTY FY 24/25 TDA CLAIM CALCULATION				
2	6/25/2024				
3	MAXIMUM TDA ELIGIBILITY				
4	Operating Cost as budgeted	\$	6,152,428		
5	Less Fare Revenues anticipated	\$	(299,730)	Farebox 247,200 + Paratransit 52,530	
6	Less Other Revenues anticipated	\$	(101,022)	Other 4500 int + Placer 95,902 + Ads 620	
7	Less Federal Assistance 5311 cash to be received in FY 24/25	\$	0	686,239 5311 will not be received in 24/25 + ARPA 5311 to be requested for 23/24 = 1,162,239 not in FY 24/25	476,000
8	CAL ACT Travel Reimbursement	\$	(1,000)		
9	Less LCTOP (Operating)	\$	(93,240)	Free Fares Transfer In	
10	Less audited Unearned Revenue cash as of 6/30/2023	\$	-	FY 2022-23 audit 1,108,782 is receivables, not cash	
11	Maximum TDA Eligibility	\$	5,657,436	Auditor Controller letter	
13	What is the 22/23 audited LTF Unearned Revenue Amount ?		\$0	Final 22/23 Audit	
14	What is the 22/23 audited STA 99314 Unearned Revenue Amount?		\$0	Final 22/23 Audit	
15	What is the 22/23 audited STA 99313 Unearned Revenue Amount?		\$0	Final 22/23 Audit	
16	What is the 22/23 audited Total Unearned Revenue Amount?		\$0		
18	Auditor Controller's letter states STA 99313 Unearned Revenue will be returned by June 30, 2024?		n/a		
19	How much 22/23 LTF and STA 99313 Unearned Revenue is budgeted to be spent in 24/25?		\$0	D13 + D15	
20	How much carryover 23/24 STA 99314 is available to be spent in 24/25? estimate	\$	27,000	STA Worksheet 5/22/24	
22	LTF CASH CARRYOVER HELD BY NCTC				
23	23/24 Cash held by NCTC 5/31/2024	\$	2,945,170	E89	
24	23/24 Cash Carryover estimate for April/May/June	\$	590,000	G24	
25	23/24 Estimated Cash Carryover held by NCTC at Year End	\$	3,535,170	D23+D24	
27	24/25 LTF Apportionment Revised Findings Reso 24-13 5/15/2024	\$	2,046,695	see chart	
28	24/25 CTS Revised Bid Target Revised Findings Reso 24-13 5/15/2024	\$	134,787	see chart	
29	24/25 LTF & CTS Apportionment budgeted to be spent	\$	2,181,482		
31	STA 99313 CALCULATION				
32	Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended				
33	Maximum TDA Eligibility	\$	5,657,436	C11	
34	24/25 LTF Apportionment Revised Findings Reso 24-13 5/15/2024	\$	(2,046,695)	D27 x -1	
35	23/24 Estimated LTF Cash Carryover held by NCTC available for 24/25	\$	(3,535,170)	D25 x -1	
36	24/25 Grass Valley LTF Apportionment Revised Findings Reso 24-33 5/15/24	\$	(411,476)	see chart x -1	
37	23/24 Grass Valley LTF Q4 + Carryover estimate	\$	(230,822)	J37 x -1	
38	24/25 Nevada City LTF Apportionment Revised Findings Reso 24-33 5/15/24	\$	(102,777)	see chart x -1	
39	23/24 Nevada City LTF Q4 + Carryover estimate	\$	(56,146)	J39 x -1	
40	24/25 CTS Revised Bid Target Revised Findings Reso 24-13 5/15/2024	\$	(134,787)	D28 x -1	
41	24/25 STA PUC 99314 State Controller's Office 1/31/24	\$	(30,170)	see chart x -1	
42	23/24 STA 99314 Q4 + Carryover estimate	\$	(27,000)	D20 x -1	
43	24/25 STA PUC 99313 Claimable - Held by NCTC	\$	(917,607)	Negative = not eligible for 99313	
45	TRANSIT REVENUES VS TDA ELIGIBILITY				
46	24/25 LTF Apportionment Revised Findings Reso 24-13 5/15/24	\$	2,046,695	D27	
47	23/24 LTF estimate Cash Carryover held by NCTC Claimable	\$	2,617,563	(D35-D43) x -1	
48	24/25 Grass Valley LTF Apportionment	\$	411,476	D36 x -1	
49	23/24 Grass Valley LTF Q4 + Carryover estimate	\$	230,822	D37 x -1	
50	24/25 Nevada City LTF Apportionment	\$	102,777	D38 x -1	
51	23/24 Nevada City LTF Q4 + Carryover estimate	\$	56,146	D39 x -1	
52	24/25 CTS Revised Bid Target 5/15/24	\$	134,787	D40 x -1	
53	24/25 STA PUC 99314 State Controller's Office 1/31/24	\$	57,170	(D41+D42) x -1	
54	24/25 STA PUC 99313 claimable	\$	-	If D43 is negative = 0	
55	Maximum TDA Claimable		\$5,657,436	matches C11	
57	CLAIM				
58	Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested	
59	Transit/Paratransit Operations STA 99314	6731(b)	\$6,152,428	\$57,170	D53
60	Transit/Paratransit Operations STA 99313	6731(b)		\$0	D54
61	Transit/Paratransit Operations CTS	99275 (a)		\$134,787	D52
62	Transit/Paratransit Operations LTF	99400(c)(d)(e)		\$4,664,258	D46+D47
63	TOTAL			\$4,856,215	
64				\$5,657,436	Nevco +Ncity+GV

**RESOLUTION 24-22
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO GRASS VALLEY FOR
TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2024/25**

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	Allocation
Transit/Paratransit Operations LTF	99400(c)	\$6,152,428	\$642,298

WHEREAS, the Revised Findings of Apportionment, Resolution 24-13, adopted by the Nevada County Transportation Commission on May 15, 2024, estimates that for FY 2024/25 there is \$411,476 of Local Transportation Funds available for allocation to the City of Grass Valley under Public Utilities Code (PUC) Section 99400(c); and

WHEREAS, as of June 30, 2024, the estimated LTF prior years' carryover is \$230,822, for a total of \$642,298 LTF claimable, and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2024/25 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, \$642,298 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 2024/25.

BE IT FURTHER RESOLVED, payments are contingent upon receipt of the signed Claim Form and signed Resolution from the City of Grass Valley and shall be made as monies are 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 17, 2024, 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

Nevada
County
connects

950 MAIDU AVENUE, SUITE 170, NEVADA CITY, CA 95959-8617
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George Schureck
Acting Director of Public Works

Robin VanValkenburgh
Transit Services Manager

July 8, 2024

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

SUBJECT: Fiscal Year 2024-25 Local Transportation Fund Claim

Dear Mr. Kiser,

The Nevada County Board of Supervisors will hold its Fiscal Year 2024-25 budget public hearings and approval in June and these will include the Fiscal Year 2024-25 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 2024-25.

NCTC will adopt revised findings of apportionment at their July 17, 2024, meeting indicating that the City of Grass Valley's apportionment for Fiscal Year 2024-25 LTF funds is \$642,298. 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 \$642,298. 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 expecting to have the claims approved at the July 17, 2024, NCTC meeting, and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in July 2024, 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
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Community Development Agency
George Schureck, Acting Director of Public Works
Mike Woodman, Executive Director, NCTC

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM

Fiscal Year 2024/25

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 \$642,298 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)	\$6,152,428	\$642,298

The City of Grass Valley requests that the funds be distributed as they become available. Resolution **2024-XX** approving the budget for the project(s) or approving this claim was adopted by the **Grass Valley City Council** on **July 23, 2024**.

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: _____

RESOLUTION NO: 2024-XX
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)
ALLOCATE \$642,298 OF THE CITY'S FY 2024/25 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 #24-22 showing that the City of Grass Valley has an estimated apportionment of Local Transportation Funds in Fiscal Year 2024/25 of \$642,298; and

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

WHEREAS, on June 18, 2024, the Nevada County Board of Supervisors adopted the Fiscal Year 2024/25 budget. including the Transit Services Commission FY 2024/25 budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY; that the City requests NCTC allocate \$642,298 of Grass Valley's Fiscal Year 2024/25 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 23rd day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Day, City Clerk

**RESOLUTION 24-13
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2024/25

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 \$4,230,938 as the amount available for allocation in FY 2024/25; 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 2024/25

Sales and Use Tax	\$4,100,938
Interest	\$130,000
Subtotal	\$4,230,938

Anticipated Allocations

Administration and Planning	-\$926,799
Pedestrian and Bicycles	-\$66,083
Community Transit Services	-\$161,903

Total Estimated FY 2024/25 LTF Available for Apportionment \$3,076,153

Area apportionments are based on population figures from the State of California
Department of Finance E-1 Report May 2024

Jurisdiction	Estimated Population	Percent of Estimated Total	Apportionment
Nevada County	66,652	66.53%	\$2,046,695
Grass Valley	13,400	13.38%	\$411,476
Nevada City	3,347	3.34%	\$102,777
Truckee	16,778	16.75%	\$515,205
TOTAL	100,177	100.00%	\$3,076,153

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 2024/25. These apportionments will be used as the basis for allocations throughout FY 2024/25, 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 15, 2024 by the following vote:

Ayes: Commissioner Ceci, Commissioner Ivy, Commissioner Strawser, Chair Scofield

Noes:

Absent: Commissioner Hoek, Commissioner Strauss, Commissioner Zabriskie

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest:



Dale D. Sayles
Administrative Services Officer

**RESOLUTION 24-23
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO NEVADA CITY FOR
TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2024/25**

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	Allocation
Transit/Paratransit Operations	99400(c)	\$6,152,428	\$158,923

WHEREAS, the Revised Findings of Apportionment, Resolution 24-13 adopted by the Nevada County Transportation Commission on May 15, 2024, estimates that for FY 2024/25 there is \$102,777 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, the estimated LTF prior years' carryover is \$56,146, for a total of \$158,923 LTF claimable, and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2024/25 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, \$158,923 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 2024/25.

BE IT FURTHER RESOLVED, payments are contingent upon receipt of the signed Claim Form and signed Resolution from the City of Nevada City and shall be made as monies are 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 17, 2024 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
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www.nevadacountynow.us

George Schureck
Acting Director of Public Works

Robin VanValkenburgh
Transit Services Manager

July 8, 2024

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

SUBJECT: Fiscal Year 2024 - 25 Local Transportation Fund Claim

Dear Mr. Grayson,

The Nevada County Board of Supervisors will hold its Fiscal Year 2024-25 budget public hearings and approval in June and these will include the Fiscal Year 2024-25 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 2024-25.

NCTC will adopt a revised findings of apportionment at their July 17, 2024, meeting indicating that the City of Nevada City's apportionment for Fiscal Year 2024-25 LTF funds is \$158,923. 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 \$158,923. 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 expecting to have the claims approved at the July 17, 2024, NCTC meeting and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in July 2024, 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
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Community Development Agency
George Schureck, Acting Director of Public Works
Mike Woodman, Executive Director, NCTC

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2024/25

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 **\$158,923 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
Transit Operations	99400(c)	\$ 6,152,428	\$ 158,923

The City of Nevada City requests that the funds be distributed as they become available. Resolution **2024-28** approving the budget for the project(s) or approving this claim was adopted by the City Council of Nevada City on July 11, 2024.

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: July 11, 2024

CITY OF NEVADA CITY

CITY COUNCIL STAFF REPORT

MEETING OF: July 11, 2024

Agenda Item No. 05

Subject: Consideration of Adoption of Resolution 2024-28: A Resolution Requesting the Nevada County Transportation Commission (NCTC) Allocate \$ 158,923 of the City's Fiscal Year 2024/25 Local Transportation Funds (LTF) for Public Transportation. Date: July 2, 2024

From: Bryan K. McAlister, City Engineer

Reviewed & Approved: City Manager: STG City Attorney:

Recommended Action: Adopt the resolution.

ISSUE STATEMENT AND DISCUSSION:

Nevada City is eligible for an estimated Local Transportation Fund (LTF) annual apportionment of \$158,923 for Transit Services, based upon Nevada County Transportation Commission (NCTC) adopted Resolution No. 2024-13. These funds are managed by the NCTC and are committed to first support the needs of transit and paratransit activities per a Joint Powers Agreement with Nevada City, Grass Valley and Nevada County. The Nevada County Transit Services Division (TSD) has requested that Nevada City submit a claim to NCTC to allocate \$158,923 of the City's FY 2024/25 estimated LTF apportionment to support transit and paratransit services.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Transportation Development Act Funds allocated annually to the City of Nevada City are available to support the Program.

STRATEGIC PLAN ALIGNMENT:

This action is consistent with the embedded strategic initiative of Engagement: Community engagement and communications with stakeholders. The project is aligned with the strategic initiative of INFRASTRUCTURE: Parking, Roads, Right-of-Way, and other public and contracted infrastructure.

ENVIRONMENTAL CONSIDERATIONS:

Not applicable.

LEGAL REVIEW:

City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

ATTACHMENTS:

- Resolution 2024-28 LTF Transit Claim
- NCTC Memorandum and Resolution 2024-13 Revised Findings of Apportionment
- Nevada County Transit Services Division Local Transportation Fund Claim Request 7-8-24

RESOLUTION NO. 2024-28

A RESOLUTION REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC) ALLOCATE \$158,923 OF THE CITY'S FISCAL YEAR 2024/25 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 will adopt Resolution No. 2024-23 at their July 17, 2024 meeting showing that the City of Nevada City has an estimated apportionment of local transportation funds in fiscal year 2024-25 of \$158,923; 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 2024-25; and

NOW, THEREFORE, IT IS HEREBY RESOLVED the City Council of the City of Nevada City requests NCTC allocate \$158,923 of Nevada City's fiscal year 2024/25 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 11th day July 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary Petersen, Mayor

ATTEST:

Gabrielle Christakes, Deputy City Clerk

**RESOLUTION 24-13
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2024/25

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 \$4,230,938 as the amount available for allocation in FY 2024/25; 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 2024/25

Sales and Use Tax	\$4,100,938
Interest	\$130,000
Subtotal	\$4,230,938

Anticipated Allocations

Administration and Planning	-\$926,799
Pedestrian and Bicycles	-\$66,083
Community Transit Services	-\$161,903

Total Estimated FY 2024/25 LTF Available for Apportionment **\$3,076,153**

Area apportionments are based on population figures from the State of California
Department of Finance E-1 Report May 2024

Jurisdiction	Estimated Population	Percent of Estimated Total	Apportionment
Nevada County	66,652	66.53%	\$2,046,695
Grass Valley	13,400	13.38%	\$411,476
Nevada City	3,347	3.34%	\$102,777
Truckee	16,778	16.75%	\$515,205
TOTAL	100,177	100.00%	\$3,076,153

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 2024/25. These apportionments will be used as the basis for allocations throughout FY 2024/25, 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 15, 2024 by the following vote:

Ayes: Commissioner Ceci, Commissioner Ivy, Commissioner Strawser, Chair Scofield

Noes:

Absent: Commissioner Hoek, Commissioner Strauss, Commissioner Zabriskie

Abstain:



Ed Scofield, Chair
Nevada County Transportation Commission

Attest:



Dale D. Sayles
Administrative Services Officer

**RESOLUTION 24-24
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

**TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO THE TOWN OF TRUCKEE
FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2024/25**

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	Available to Allocate	Truckee Request/Allocation
Transit/Paratransit Operations STA 99314	6731(b)	\$1,874,016	\$43,410	\$43,410
Transit/Paratransit Operations STA 99313	6731(b)		\$336,862	\$333,090
Transit/Paratransit Operations CTS	99275 (a)		\$27,116	\$27,116
Transit/Paratransit Operations LTF	99400(c)(d)		\$554,373	\$542,563
TOTAL				\$961,761

WHEREAS, the STA estimated revenue under PUC Section 99314 for FY 2024/25 available for allocation to Truckee is \$43,410 consisting of \$26,410 FY 24/25 apportionment plus \$17,000 estimated STA carryover; and

WHEREAS, the Town of Truckee is also eligible to receive an allocation of STA funds under PUC Section 99313 in the amount of \$336,862, of which Truckee is requesting \$333,090 for a total STA allocation of \$376,500 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 2024/25 Resolution 24-13 estimates that \$161,903 of LTF has been designated for CTS purposes, and the Town of Truckee's bid target is \$27,116; 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 ratio requirements.

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 2024/25 Resolution 24-13, estimates that for FY 2024/25 there is \$515,205 of LTF available for allocation to the Town of Truckee under PUC Section 99400(c)(d) for transit and paratransit purposes; and

WHEREAS, as of June 30, 2024, the estimated LTF carryover is \$119,206, and the Town of Truckee has requested that NCTC hold \$80,038 to fully fund the six-month operating contingency; and

WHEREAS, the total LTF available to allocate \$554,373 is comprised of \$39,168 of the estimated LTF carryover balance plus \$515,205 FY 24/25 LTF apportionment, of which Truckee is requesting \$542,563; 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 2024/25; and

WHEREAS, the Town of Truckee Finance Manager has determined that the Town of Truckee is eligible to receive \$961,761 in TDA funds for transit/paratransit operations during FY 2024/25; 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 \$376,500 of STA Funds as authorized by TDA 6731(b) for support of transit/paratransit operations during FY 2024/25. 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 \$27,116 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2024/25.

BE IT FURTHER RESOLVED, that the Town of Truckee is allocated \$542,563 of LTF as authorized under PUC Section 99400(c)(d) for transit/paratransit operations during FY 2024/25.

BE IT FURTHER RESOLVED, that full payment of these allocations is contingent upon completion of the FY 2023/24 Fiscal and Compliance Audit. In the event that Unearned Revenue for FY 2023/24 is identified as cash rather than receivable, 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, payment of these allocations is contingent upon receipt of 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, Nevada County Transportation Commission must be notified when Federal revenues budgeted for transit operations are received, because this will impact TDA eligibility.

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 17, 2024 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

Town Council

David Polivy, Mayor

Jan Zabriskie, Vice Mayor

Anna Klovstad, Council Member
Courtney Henderson, Council Member
Lindsay Romack, 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
Kelly Carpenter, Town Clerk
Hilary Hobbs, Assistant to the Town Manager

June 27, 2024

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 24/25 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 Resolutions 2024-20 and 2024-21.

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 2024/25 is:

Operating cost as budgeted	\$1,874,016
Less: Fare revenues anticipated	(1,500)
Other revenues anticipated	(376,103)
Federal Assistance anticipated	(534,652)
Maximum TDA eligibility	\$961,761

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

Sincerely,

Cindy Peterson

Cindy Peterson
Finance Manager

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

	B	C	D	E	F
1	TRUCKEE FY 24/25 Calculation for Maximum TDA Eligibility				
2	6/25/2024				
3	MAXIMUM TDA ELIGIBILITY				
4	Operating Cost as budgeted	\$ 1,874,016	06/24/24	budget rev = 1,858,434 + 15,582	
5	Less Fare Revenues anticipated	\$ (1,500)	Revenue budget Farebox Receipts		
6	Less Other Revenues anticipated	\$ (69,989)	\$1,000 Int + \$48,000 TTAD / Placer +\$5,000 Other+15,989 Partnership		
7	Less Federal Assistance anticipated 5310, 5311	\$ (324,652)	\$187,500 (5310) + \$137,152 (5311 Grant Formula)		
8	Less Other 5311 Federal Assistance	\$ (210,000)	FTA 5311 Converted		
9	Less LCTOP (Operating)	\$ (130,377)			
10	Other Revenue Accounts 48.1 and 49.1	\$ (175,737)	\$85,512 Gray's+\$40,225 CFD's+\$50,000 AQM		
11	Unearned Revenue/ Operating Deficit FY 22/23 per Audit	\$0 \$21,998 deficit to be addressed later			
12	Maximum TDA Eligibility	\$ 961,761	Finance Manager letter.		
14	What is the 22/23 audited LTF Unearned Revenue Amount ?		\$0	Final 22/23 Audit	
15	What is the 22/23 audited STA 99314 Unearned Revenue Amount?		\$0	Final 22/23 Audit	
16	What is the 22/23 audited STA 99313 Unearned Revenue Amount?		\$0	Final 22/23 Audit	
17	What is the 22/23 audited Total Unearned Revenue Amount?		\$0	C11	
19	Fiscal Officer's 's letter states STA 99313 Unearned Revenue will be returned by June 30, 2024 ?		n/a		
20	How much 22/23 LTF and STA 99313 Unearned Revenue is budgeted to be spent in 24/25 ?		n/a	D14 + D16	
21	23/24 STA 99314 carryover estimate available to be spent in 24/25 ?		\$ 17,000	D15	
23	CALCULATION FOR 6 MONTH OPERATING CONTINGENCY LTF				
24	24/25 Estimated 6-Month Operating Contingency	\$ (937,008)	= (C4 x 50%) x-1		
25	24/25 6-month Operating Contingency held at NCTC Actual Cash	\$ 856,970	5/31/24 Cash Register Line 85		
26	24/25 Claim against Operating Contingency for FY 22/23 Operating Deficit	\$ -	none requested as of 5/8/24		
27	Amount above/below 23/24 estimated 6-Month Operating Contingency	\$ (80,038)			
29	What is the Estimated LTF Cash Carryover for 23/24 (thru August)	\$ 119,206	see G34. If negative D42 = 0		
30	LTF Amount Held Above 23/24 Operating Contingency	\$ -	If D27 is positive enter number here		
31	LTF Amount Below 23/24 Operating Contingency	\$ (80,038)	If D27 is negative enter number here		
32	23/24 Estimated LTF Carryover above contingency to be budgeted (positive) or remaining amount needed to make Operating Contingency whole (negative)	\$ 39,168			
34	24/25 LTF Apportionment Revised Findings Reso 24-13 5/15/2024	\$ 515,205	see chart for E-1 5/1/24		
35	24/25 CTS Revised Bid Target Revised Findings Reso 24-13 5/15/2024	\$ 27,116	see chart for E-1 5/1/24		
36	24/25 LTF & CTS Apportionment budgeted to be spent or held in contingency	\$ 542,321			
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	\$ 961,761	C12		
41	24/25 LTF Apportionment Revised Findings Reso 24-13 5/15/2024	\$ (515,205)	D34 x -1		
42	23/24 LTF estimated Cash Carryover Balance Claimable	\$ (119,206)	If D29 is positive x -1		
43	24/25 LTF Apportionment unclaimed, held for Operating Contingency	\$ 80,038	If D31 is negative x -1		
44	24/25 CTS Revised Bid Target Revised Findings Reso 24-13 5/15/2024	\$ (27,116)	D35 x -1		
45	24/25 STA PUC 99314 State Controller's Office 1/31/2024	\$ (26,410)	see chart x -1		
46	23/24 STA 99314 Q4 + Carryover estimate	\$ (17,000)	D21 x -1		
47	24/25 STA PUC 99313 Claimable	\$ 336,862	Negative = not eligible for 99313		
49	TRANSIT REVENUES VS TDA ELIGIBILITY				
50	24/25 LTF Apportionment Revised Findings Reso 24-13 5/15/2024	\$ 515,205	D34		
51	23/24 LTF estimated Cash Carryover Balance Claimable	\$ 119,206	D42 x -1		
52	24/25 LTF Apportionment unclaimed, held for Operating Contingency	\$ (80,038.00)	D43 x -1		
53	24/25 CTS Revised Bid Target Revised Findings Reso 24-13 5/15/2024	\$ 27,116.00	D44 x -1		
54	24/25 STA PUC 99314 State Controller's Office 1/31/2024	\$ 43,410.00	(D45+D46) x -1		
55	24/25 STA PUC 99313	\$ 336,862.08	If D47 is negative = 0		
56	Total Transit Revenues	\$961,761.00	matches line 12		
57	24/25 Amount Above or Below Maximum TDA Eligibility	\$0.00	D55 - C12		
58	24/25 Reduction in LTF Apportionment Claim	\$0.00	D57 x -1		
59	Maximum TDA Claimable	\$961,761.00			
61	CLAIM				
62	Project Title/Description	Authorized by TDA Sections	Total Project Cost	Available to Allocate	
63	Transit/Paratransit Operations STA 99314	6731(b)	\$1,874,016	\$43,410	D54
64	Transit/Paratransit Operations STA 99313	6731(b)		\$336,862	D55
65	Transit/Paratransit Operations CTS	99275 (a)		\$27,116	D53
66	Transit/Paratransit Operations LTF	99400(c)(d)		\$554,373	D50+D51+D52+D58
67	TOTAL			\$961,761	

**TOWN OF TRUCKEE
California**

RESOLUTION 2024-49

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 25, 2024; 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 2024/25, including proposed personnel changes, is hereby approved and adopted, and estimated actual amounts for the fiscal year 2023/24 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 Council Member Romack, seconded by Council Member Klovstad, at a regular meeting of the Truckee Town Council, held on the 25th day of June 2024, and adopted by the following vote:

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

NOES: None.

ABSENT: None.



Dave Polivy, Mayor

ATTEST:



Kelly Carpenter, Town Clerk

**PUBLIC TRANSIT FUND REVENUE
 2024/25 REVENUE BUDGET**

502.000.00 Public Transit Fund

ACCOUNT	2022/23 ACTUAL	2023/24 AMENDED BUDGET	2023/24 ESTIMATED ACTUALS	2024/25 PROPOSED BUDGET	% CHG BUD TO EA	% CHG BUD TO BUD
OPERATING REVENUES						
44.30 Interest Income	4,559	1,000	155	1,000	545.2%	
45.20 FTA - Section 5311 Grant Formulaic	384,228	136,930	136,930	137,152	0.2%	0.2%
45.21 Local Transportation Fund	662,134	759,989	759,989	542,563	-28.6%	-28.6%
45.22 NCTC - CTS Fund	34,030	33,027	33,027	27,116	-17.9%	-17.9%
45.23 State Transit Assistance	170,382	74,894	74,894	376,500	402.7%	402.7%
45.38 FTA 5311 - ARPA Emergency Relief	-	153,806	153,806	-		
45.39 FTA 5311 - Converted	-	-	-	210,000		100.0%
45.28 FTA - Section 5310 Grant	187,500	187,500	187,500	187,500		
45.31 LCTOP Grant	116,241	121,449	121,449	130,377	7.4%	7.4%
46.75 Special Assess - Maintenance	-	-	39,053	40,225		
46.80 Fare Box Receipts Retained	1,790	2,000	1,500	1,500		-25.0%
46.83 Partnership Funding - TTAD & Placer	-	180,000	48,000	48,000		-73.3%
46.82 Partnership Funding	97,070	-	-	15,989		100.0%
47.30 Other Sources of Revenue	10,864	2,500	5,500	5,000	-9.1%	100.0%
47.34 Community Shuttle Funding	36,986	-	-	-		
48.10 Gray's Crossing Contribution	57,052	60,076	62,000	85,512	37.9%	42.3%
49.10 Transfer In - CFDs	-	37,359	-	-	3.0%	7.7%
49.10 Transfer In - Air Quality Mitigation	36,271	25,000	50,720	50,000	-1.4%	100.0%
Subtotal Operating Revenue	1,799,108	1,775,530	1,674,523	1,858,434		
CAPITAL REVENUE						
45.19 Transit & Intercity Rail Capital Progra	-	700,000	74,500	1,985,500	2565.1%	183.6%
45.35 State of Good Repair - Grant	593,704	165,678	165,678	172,000	3.8%	3.8%
45.37 STA - Capital	279,000	810,000	810,000	35,000	-95.7%	-95.7%
Subtotal Capital Revenue	872,704	1,675,678	1,050,178	2,192,500		
TOTAL PUBLIC TRANSIT FUND REVENUE	2,671,811	3,451,208	2,724,701	4,050,934	48.7%	17.4%

**PUBLIC TRANSIT
2024/25 EXPENDITURES BUDGET**

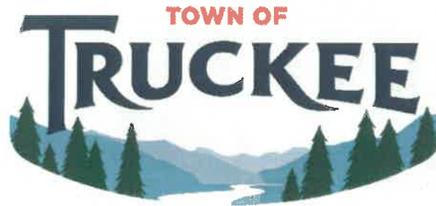
Public Transit Fund								
	2020/21	2021/22	2022/23	2023/24	2023/24	2024/25	% CHG BUD	% CHG BUD
	ACTUAL	ACTUAL	ACTUAL	AMENDED	ESTIMATED	PROPOSED		
PERSONNEL								
Wages - Regular Full-Time	119,419	150,816	151,318	154,492	163,262	188,817	15.7%	22.2%
Overtime - Regular Full-Time	-	901	-	-	-	-		
Benefits	71,186	91,134	53,535	59,110	70,132	71,694	2.2%	21.3%
Deferred Compensation	4,855	4,156	4,464	4,536	4,286	5,959	39.0%	31.4%
RHS	1,739	1,963	1,943	2,075	2,316	2,535	9.4%	22.2%
Car Allowances	321	398	398	396	388	396	2.0%	
Compensated Absences	(151)	(11,440)	(2,256)	1,336	6,558	1	-100.0%	-100.0%
Wages & Benefits	197,370	237,927	209,402	221,944	246,942	269,400	9.1%	21.4%
TRUCKEE LOCAL SERVICES								
Fixed Route	461,841	396,734	499,585	500,000	490,000	408,000	-16.7%	-18.4%
Night Service Shuttles	-	-	-	-	-	115,000		100.0%
Dial-A-Ride	249,283	260,979	194,092	245,000	213,000	230,000	8.0%	-6.1%
Special Event Shuttles	-	-	46,370	42,000	37,500	40,000	6.7%	-4.8%
Other Special Event Shuttles	-	-	-	5,500	-	-		-100.0%
Truckee Local Services	711,125	657,713	740,047	792,500	740,500	793,000	7.1%	0.1%
REGIONAL SERVICES								
North Lake Tahoe Airport Shutt	6,496	11,140	13,441	15,500	15,500	15,500		
Hwy 89	120,374	125,513	89,913	88,000	92,400	97,300	5.3%	10.6%
Hwy 267 Winter	-	-	79,927	50,000	50,000	53,000	6.0%	6.0%
Hwy 267 - Non-Winter	76,684	80,513	48,746	82,000	82,200	86,000	4.6%	4.9%
Regional Services	203,553	217,166	232,026	235,500	240,100	251,800	4.9%	6.9%
GENERAL SERVICES & SUPPLIES								
Professional Services	1,152	14,304	4,151	50,000	1,000	1,500	50.0%	-97.0%
Marketing	14,243	15,012	30,872	40,000	35,000	37,500	7.1%	-6.3%
General Services	15,394	29,317	35,023	90,000	36,000	39,000	8.3%	-56.7%
Education & Training	350	1,317	679	3,000	5,200	6,000	15.4%	100.0%
Administrative Overhead	59,911	74,677	64,136	81,399	82,451	79,061	-4.1%	-2.9%
Advertising	230	662	248	1,000	-	500		-50.0%
Membership & Dues	620	1,182	1,247	1,500	1,500	5,200	246.7%	246.7%
Software Supplies	-	-	1,016	750	6000	750	-87.5%	
General Supplies	383	593	1,275	750	1,800	1,000	-44.4%	33.3%
Photocopying	-	-	161	150	150	150		
Postage, Freight, & Delivery	14	-	44	100	20	100	400.0%	
Printing	1,094	-	-	500	-	500		
Telephone	2,143	4,466	5,487	5,000	5,000	5,000		
Administrative Bank Charges	25	-	-	-	-	-		
Repair & Maint. - Shelters	13,104	17,689	18,086	10,000	34,000	30,000	-11.8%	200.0%
Repair & Maint. - Office Equip.	-	-	-	100	-	100		
Shelters, Buses & Signs Supplie	7,310	3,807	354	5,500	2,300	1,500	-34.8%	-72.7%
Accidents & Damages	-	-	-	-	-	-		
CalTIP Insurance	65,309	49,471	62,547	72,000	65,907	87,000	32.0%	20.8%
Rent	6,881	33,372	35,781	35,781	35,781	35,781		0.0%
Vehicles - Fuel	48,421	49,199	59,664	75,000	60,000	61,800	3.0%	-17.6%
Vehicles - Mileage	-	-	-	-	-	-		
Fleet Maintenance Allocation	151,906	168,838	185,440	143,056	183,054	206,374	12.7%	44.3%
Prior Year Operating Deficit	-	-	-	-	-	-		
Supplies	357,701	405,274	436,163	435,586	483,163	520,816	7.8%	19.6%
al General Supplies & Services	373,095	434,590	471,186	525,586	519,163	559,816	7.8%	6.5%
Subtotal Supplies & Services	1,287,773	1,309,469	1,443,260	1,553,586	1,499,763	1,604,616	7.0%	3.3%
Personnel and Supplies & Services	1,485,142	1,547,396	1,652,662	1,775,531	1,746,705	1,874,016	7.3%	5.5%
CAPITAL OUTLAY								
Transfers to CIP	32,034	21,556	872,704	965,678	1,050,178	1,662,500	58.3%	72.2%
Computer Equipment	-	-	-	10,000	-	-		-100.0%
Vehicles	-	-	-	700,000	-	-		-100.0%
FTA Section 5339	-	-	-	-	-	-		
Prop 1B PTMISEA	-	-	-	-	-	-		
Cal OES - Safety & Security Proj	-	-	-	-	-	-		
State of Good Repair	257,757	-	-	-	-	-		
Depreciation Expense	74,488	120,424	120,424	60,000	22,875	17,645	-22.9%	-70.6%
Capital Outlay	332,245	120,424	120,424	770,000	22,875	17,645		
TOTAL	1,849,421	1,689,376	2,645,790	3,511,209	2,819,758	3,554,161	26.0%	1.2%

Town Council

David Polivy, Mayor

Jan Zabriskie, Vice Mayor

Anna Klovstad, Council Member
Courtney Henderson, Council Member
Lindsay Romack, 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
Kelly Carpenter, Town Clerk
Hilary Hobbs, Assistant to the Town Manager

June 27, 2024

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 2024/25 Claim for Local Transportation Funds

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$542,563 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 2024-20 by the Truckee Town Council on June 11, 2024.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 17, 2024 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", written in a cursive style.

Alfred Knotts
Transportation Program Manager

Town Council

David Polivy, Mayor

Jan Zabriskie, Vice Mayor

Anna Klovstad, Council Member

Courtney Henderson, Council Member

Lindsay Romack, 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

Kelly Carpenter, Town Clerk

Hilary Hobbs, Assistant to the Town Manager

June 27, 2024

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

RE: CTS Funding Claim for FY 2024/25 Transit Operations

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$27,116 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 2024-20 by the Truckee Town Council on June 11, 2024. 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 24/25 Dial-A-Ride program proposed operating budget and estimated ridership is \$230,000 and 5,736, 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 17, 2024 agenda for review and approval. Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Alfred Knotts", is written over a light blue horizontal line.

Alfred Knotts
Transportation Program Manager

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2024/25

DATE: June 27, 2024

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 \$569,679 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)	\$1,874,016	\$27,116
Transit/Paratransit Operations	99400 (c) (d) (e)		\$542,563
TOTAL		\$1,874,016	\$569,679

The Town of Truckee requests that the LTF funds be distributed as they become available per adoption of Resolution 2024-20 by the Town of Truckee Town Council on June 11, 2024.

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
 Cindy Peterson, Finance Manager

**TOWN OF TRUCKEE
CALIFORNIA**

RESOLUTION 2024-20

**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 2024/25**

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 \$569,679 of Local Transportation Funds to the TART FY 2024/25 operations budget as follows: \$542,563 per PUC 99400(c)(d)(e); \$27,116 per Public Utilities Code 99275(a).
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by Council Member Henderson, seconded by Council Member Romack at a regular meeting of the Truckee Town Council, held on the 11th day of June, 2024, and adopted by the following vote:

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

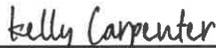
NOES: None.

ABSENT: None.



David Polivy, Mayor

ATTEST:



Kelly Carpenter, Town Clerk

Town Council

David Polivy, Mayor

Jan Zabriskie, Vice Mayor

Anna Klovstad, Council Member

Courtney Henderson, Council Member

Lindsay Romack, 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

Kelly Carpenter, Town Clerk

Hilary Hobbs, Assistant to the Town Manager

June 27, 2024

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 2024/25 Claim for State Transit Assistance Funds

Dear Mike:

The Town of Truckee is requesting that the Nevada County Transportation Commission allocate \$376,500 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 2024-21 by the Truckee Town Council on June 11, 2024.

We are requesting that the claim for these funds be placed on the Nevada County Transportation Commission's July 17, 2024 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", written in a cursive style.

Alfred Knotts
Transportation Program Manager

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2024/25

DATE: June 27, 2024

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 \$376,500 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)	\$1,874,016	\$376,500

The Town of Truckee requests that the STA funds be distributed as they become available per the adoption of Resolution 2024-21 by the Town of Truckee Town Council on June 11, 2024.

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
 Cindy Peterson, Finance Manager

**TOWN OF TRUCKEE
CALIFORNIA**

RESOLUTION 2024-21

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 2024/25

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 \$376,500 of State Transit Assistance Funds to the TART FY 2024/25 operations budget per Public Utilities Code 6731 (b).
2. NCTC distribute the funds as they become available.

The foregoing Resolution was introduced by Council Member Henderson, seconded by Council Member Romack at a regular meeting of the Truckee Town Council, held on the 11th day of June, 2024, and adopted by the following vote:

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

NOES: None.

ABSENT: None.



David Polivy, Mayor

ATTEST:



Kelly Carpenter, Town Clerk

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

Claimant: Town of Truckee

Fiscal Year: 2024/25

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 12, 2024

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

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

08/15/2023

Destroy Previous Editions

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**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

LOU CECI – 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 24-25
DATE: July 17, 2024

RECOMMENDATION: Adopt Resolution 24-25 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 24-25
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 24-20 approved the FY 2024/25 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 17, 2024 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer

**FY 2024/25 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
NEVADA COUNTY**

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION PLANNING
PROCESS DURING FISCAL YEAR 2024/25

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2024**, 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, 2025** 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 **George Schureck**. 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:

George Schureck, Interim Public Works Director
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. 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 2024/25

	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 2024/25 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 2024/25

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2024**, 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, 2025** 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 **Bjorn Jones**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Bjorn Jones, 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. 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 2024/25

	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 2024/25 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 2024/25

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2024**, 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, 2025** 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. 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.

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 2024/25

	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 2024/25 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 2024/25

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2024**, 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, 2025** 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. 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 2024/25

	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

LOU CECI – 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: 740.0

MEMORANDUM

TO: Nevada County Transportation Commission
FROM: Michael Woodman, Executive Director 
SUBJECT: Adoption of NCTC Workplace Violence Prevention Plan, Resolution 24-26
DATE: July 17, 2024

RECOMMENDATION: Adopt Resolution 24-26 approving the NCTC Workplace Violence Prevention Plan.

BACKGROUND: Senate Bill (SB) 553 was signed into law on September 20, 2023. The legislation addresses new workplace violence prevention requirements. Effective July 1, 2024, employers must develop a Workplace Violence Prevention Plan. The primary components of the Workplace Violence Prevention Plan include:

- Conducting a hazard assessment to identify workplace violence exposures.
- Developing and implementing a written plan.
- Logging all workplace violence incidents.
- Conducting employee training.

In accordance with the SB 553 requirements, the NCTC Workplace Violence Prevention Plan includes the following elements:

- Person(s) responsible for implementing the program.
- Process for how employees will be involved.
- Procedures for accepting and responding to reports of workplace violence and prohibiting retaliation against the reporting employee.
- Plan compliance.
- Employee communication that includes how to report an incident without fear of reprisal, the investigation process, and how findings are shared.
- Response procedures to actual or potential workplace violence emergencies.
- Training requirements.
- Hazard assessment to identify and evaluate workplace violence hazards.
- Workplace violence hazard correction.
- Post incident response and investigation.
- Annual Plan effectiveness review.

**RESOLUTION 24-26
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION**

ADOPTION OF THE NEVADA COUNTY TRANSPORTATION COMMISSION
WORKPLACE VIOLENCE PREVENTION PLAN

WHEREAS, Senate Bill 553 was signed into law on September 20, 2023, and the legislation addresses new workplace violence prevention requirements effective July 1, 2024; and

WHEREAS, employers must develop a Workplace Violence Prevention Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada County Transportation Commission approves the 2024 Nevada County Transportation Commission Workplace Violence Prevention Plan.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 17, 2024, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ed Scofield, Chair
Nevada County Transportation Commission

Attest: _____
Dale D. Sayles
Administrative Services Officer



Nevada County Transportation Commission Workplace Violence Prevention Plan

7/1/2024

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Appendices

- A. Workplace Violent Incident Log
- B. Workplace Violence Prevention Hazard Assessment & Correction Form
- C. Workplace Violence Emergency Response Scenarios & Procedures
 - Workplace Violence Act or Threats
 - Active Shooter
 - Bomb Threat
 - Civil Unrest
 - Medical Emergencies
 - Suspicious Package

Policy

Nevada County Transportation Commission (NCTC) is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, or visitor. Our policy is to establish, implement, and maintain an effective Workplace Violence Prevention Plan (Plan) that addresses the hazards known to be associated with four types of workplace violence as defined by Labor Code Section [6401.9](#). Our written Plan is located at 101 Providence Mine Road, Suite 102, Nevada City CA 95959.

The following employees, and places of employment are exempt from these requirements:

- Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

Definitions

Emergency: Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering Controls: An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log: The violent incident log required (Appendix A).

Plan: The workplace violence prevention Plan.

Serious Injury or Illness: Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of Violence: Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Work Practice Controls: Procedures and rules which are used to effectively reduce workplace violence hazards.

Workplace Violence: Any act of violence or threat of violence that occurs in a place of employment. Includes, but is not limited to the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether

the employee sustains an injury.

- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:
 - **Type 1 violence** - Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
 - **Type 2 violence** - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
 - **Type 3 violence** - Workplace violence against an employee by a present or former employee, supervisor, or manager.
 - **Type 4 violence** - Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.
 - Workplace violence does not include lawful acts of self-defense or defense of others.

Responsibility and Authority

Workplace Violence Prevention Plan Administrator

The NCTC Executive Director is the designated Workplace Violence Plan Administrator and has the authority and responsibility for developing, implementing, and maintaining this Plan.

Managers and Supervisors

Responsibilities include:

- Implementing the Plan in their respective work areas.
- Providing input to the Administrator regarding the Plan.
- Participating in investigations of workplace violence reports.
- Answering employee questions concerning this Plan.

Employees

Responsibilities include:

- Complying with the Plan.
- Maintaining a violence-free work environment.
- Attending all training.
- Following all directives, policies, and procedures.
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

Employee Active Involvement

NCTC ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the Plan.

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence. This includes, but is not limited to, periodic safety meetings with employees and their representatives to discuss the identification of workplace violence related concerns and hazards, and to evaluate the concerns to identify corrective action.
 - Designing and implementing training by encouraging employees to provide feedback and suggestions to help customize the training materials and sessions.
 - Reporting and potentially assisting in the investigating of workplace violence incidents.
- Management will ensure that all workplace violence policies and procedures within this Plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all directives, policies, and procedures, as outlined in this Plan, and assist in maintaining a safe work environment.
- The Plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

Compliance

The Administrator is responsible for ensuring the Plan is clearly communicated and understood by all employees. The following techniques are used to ensure all employees understand and comply with the Plan:

- Informing all employees of the Plan during new employee safety orientation training and ongoing workplace violence prevention training.
- Providing comprehensive workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for Plan implementation.
- Evaluating employees to ensure their compliance with the Plan, and recognizing employees who demonstrate safe work practices that promote the elements of the Plan.
- Disciplining employees for failure to comply with the Plan in accordance with the compliance requirements outlined in our District's Injury & Illness Prevention Program.

Communication

We recognize that open, two-way communication between our management team, staff, and other employees, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training, at least annually.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards.
- Effective communication between employees and supervisors about workplace violence prevention and concerns.
- Posted or distributed workplace violence prevention information.
- Encouraging employees to inform the Executive Director about any threats of violence or workplace violence. Employees may use the Workplace Violent Incident Log (Appendix A) to assist in their reporting of incidents. No employee will be disciplined for reporting any threats of violence or workplace violence.
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.

Workplace Violence Incident Reporting Procedures

Employees should report all threats or acts of workplace violence, without fear of retaliation, to the Executive Director. In the event the Executive Director is not available, the employee can report an incident directly to the Deputy Executive Director.

Emergency Response Procedures

The following procedures and those in Appendix C may be used as warranted.

In the event of an actual or potential workplace violence emergency, the employee should determine the best immediate reporting option based on the situation and circumstances. The methods of reporting emergencies include, but are not limited to:

- Dialing 911.
- Immediately notifying the Administrator.

Upon being notified of a workplace violence emergency, the Administrator or designated "person-in-charge" will determine if emergency procedures should be activated and if

evacuation or shelter-in-place procedures should be implemented.

Refer to Appendix C for procedures on how to respond to specific workplace violence emergency scenarios.

Workplace Violence Hazard Assessment

A Workplace hazard assessment will be conducted by the Administrator, and other selected employees, utilizing the Workplace Violence Prevention Hazard Assessment & Correction Form (Appendix B). An annual review of the past year's workplace violence incidents will be conducted.

Inspections are performed according to the following schedule:

- When the Plan is first established.
- Annually.
- When new, previously unidentified workplace violence/security hazards are recognized.
- After each workplace violence incident or threats occur.

Workplace Violence Hazard Correction

Workplace violence hazards will be evaluated and corrected in a timely manner. The Administrator will implement the following procedures to correct the identified workplace violence hazards:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection, depending on the exposure.
- All corrective actions taken will be documented and dated on the appropriate forms. Such as the Workplace Violence Hazard Assessment and Correction form (Appendix C), or other tracking measures.

Post Incident Response and Investigation

After a workplace incident, the Administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.

- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Complete the Violent Incident log (see Appendix A) for every workplace violence incident and ensure corrective actions are taken.
- Obtain any reports completed by law enforcement.

Training & Instruction

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices.

Training will occur:

- When the Plan is first established.
- When hired.
- Annually to ensure all employees understand and comply with the Plan.
- When a new or previously unrecognized workplace violence hazard has been identified.

Employee training on workplace violence will include:

- A review of the Plan, how to obtain a copy of the Plan, and how to participate in the development and implementation of the Plan.
- How to report workplace violence incidents or concerns to NCTC or law enforcement, without fear of reprisal.
- Workplace violence risks that employees may encounter in their jobs.
- How to recognize the potential for violence and escalating behavior.
- General and personal safety measures.
- Strategies to de-escalate behaviors and to avoid physical harm.
- The District's alerts, alarms, or systems that are in place to warn of emergencies.
- Information about the Violent Incident Log and how to obtain copies of records pertaining to completed logs, hazard identification, evaluation and correction, and training records.

Employees will always have opportunities for interactive questions and answers with the Administrator or a person knowledgeable about NCTC's Plan.

Recordkeeping

Records of violent incidents (Violent Incident Log), workplace violence hazard identification, evaluation and correction, and incident investigations will be maintained for (5) five years. No records shall contain medical information.

Training for each employee, including the employee's name and job title, training dates, contents or a summary of the training sessions, and names/qualifications of persons conducting the training, will be maintained for a minimum of (3) years.

Training records shall be created and maintained for a minimum of one year and include training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions.

Cal/OSHA Reporting of Work Related Fatalities and Serious Injuries

NCTC will immediately, but no later than 8 hours after awareness, report to Cal/OSHA any work-related death or serious injury or illness, including any due to workplace violence, of an employee occurring at the workplace or in connection with any employment.

A serious injury or illness (CCR330) is defined as:

- Any inpatient hospitalization for more than observation
- Amputation
- Loss of an eye
- Serious degree of permanent disfigurement.

It does not include any injury or illness or death caused by an accident on a public street or highway unless the accident occurred in a construction zone.

Annual Review

NCTC's Workplace Violence Prevention Plan will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review of the Plan will include measures outlined in the Employee Active Involvement section as well as the following:

- A review of the incident investigations and violent incident log.
- Assessment of the effectiveness of security systems, including alarms, emergency response, and available security personnel, if applicable.

- Review if violence risks are being properly identified, evaluated, and corrected.
- Any revisions should be made promptly and communicated to all employees.

Appendix A

WORKPLACE VIOLENT INCIDENT LOG

This form must be completed for every record of violence in the workplace.

Incident ID # *:	Date and Time of Incident:	Department:
-------------------------	-----------------------------------	--------------------

* Do not identify employee by name, employee #, or SSI. The Incident ID must not reflect the employee's identity.

Describe Incident (provide detailed description and information on the violence incident type. Include additional pages if needed):

Specific Location(s) of Incident & Workplace Violence Type (see definitions, enter 1, 2, 3 or 4)

	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4

Where Incident Occurred:

<input type="checkbox"/> Workplace	<input type="checkbox"/> Parking lot	<input type="checkbox"/> Outside of Building	<input type="checkbox"/> Outside of workplace
------------------------------------	--------------------------------------	--	---

Type of Incident (check as many apply):

<input type="checkbox"/> Robbery	<input type="checkbox"/> Grabbed	<input type="checkbox"/> Pushed
<input type="checkbox"/> Verbal threat/harassment	<input type="checkbox"/> Kicked	<input type="checkbox"/> Scratched
<input type="checkbox"/> Sexual threat/harassment/assault	<input type="checkbox"/> Hit with an object	<input type="checkbox"/> Bitten
<input type="checkbox"/> Animal attack	<input type="checkbox"/> Shot (or attempted)	<input type="checkbox"/> Slapped
<input type="checkbox"/> Threat of physical force	<input type="checkbox"/> Bomb threat	<input type="checkbox"/> Hit with fist
<input type="checkbox"/> Threat of use of weapon or object	<input type="checkbox"/> Vandalism (of victim's property)	<input type="checkbox"/> Knifed (or attempted)
<input type="checkbox"/> Assault with a weapon or object	<input type="checkbox"/> Vandalism (of employer's property)	<input type="checkbox"/> Arson
<input type="checkbox"/> Robbery	<input type="checkbox"/> Other:	

Workplace violence committed by:

<input type="checkbox"/> Family or friend	<input type="checkbox"/> Client	<input type="checkbox"/> Coworker
<input type="checkbox"/> Partner/Spouse	<input type="checkbox"/> Family or friend of client	<input type="checkbox"/> Manager/Supervisor
<input type="checkbox"/> Former Partner/Spouse	<input type="checkbox"/> Customer	<input type="checkbox"/> Stranger w/criminal intent
<input type="checkbox"/> Parent/Relative	<input type="checkbox"/> Family or friend of customer	<input type="checkbox"/> Other:

Circumstances at time of incident:

<input type="checkbox"/> Employee performing normal duties	<input type="checkbox"/> Working in poor lighting	<input type="checkbox"/> Employee rushed
<input type="checkbox"/> Employee isolated or alone	<input type="checkbox"/> Unable to get help or assistance	<input type="checkbox"/> Working during low staffing levels
<input type="checkbox"/> Working in a community setting	<input type="checkbox"/> Working in unfamiliar/new location	<input type="checkbox"/> Other:

Consequences of incident:

Law enforcement/Security called? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, explain:
Were actions taken to protect employees from continuing threat or other hazards? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, explain:
Any injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, explain:
Emergency medical responders contacted, including on-site First Aid/CPR? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, explain:
Did severity of injuries require reporting to Cal/OSHA? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, enter date, time, and representative contacted:

Completed by:

Name:	Title:
Date:	Signature

Appendix B

**WORKPLACE VIOLENCE PREVENTION
HAZARD ASSESSMENT & CORRECTION FORM**

Assessed by:	Title:
Location(s) Assessed:	

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence.

Step 1: Identify risk factors that may increase the District’s vulnerability to workplace violence events.

Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities.

Step 3: Develop a corrective action Plan with measurable goals and target dates.

STEP 1: IDENTIFY RISK FACTORS

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

STEP 2: CONDUCT ASSESSMENT

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for client or visitor interviews allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are clients and visitors clearly informed how to use the department services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belonging?	

Yes	No	Security Measures	Comments:
		Is there a response Plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and clients)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Are there metal detectors?	
		Are there X-ray machines?	
		Do doors lock?	
		Does internal telephone system activate emergency assistance?	
		Are telephones with an outside line programed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there "drop safes" to limit available cash?	
		Are pharmaceuticals secured?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	

Appendix C

WORKPLACE VIOLENCE EMERGENCY RESPONSE SCENARIOS & PROCEDURES

WORKPLACE VIOLENCE ACTS OR THREATS

Workplace violence is any act or threat of violence that occurs at the workplace. These incidents can include acts or threats of physical violence, intimidation, or harassment. Verbal abuse, physical assault, and homicide are all examples of workplace violence. We have zero tolerance toward all forms of violence.

FOUR TYPES OF WORKPLACE VIOLENCE

- **Type 1 violence** - Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
- **Type 2 violence** - Workplace violence directed at employees by visitors.
- **Type 3 violence** - Workplace violence against an employee by a present or former employee.
- **Type 4 violence** - Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

EMPLOYEE WARNING SIGNS

Often, warning signs are observed in employees and others who may behave violently on a work site. These behaviors may include:

- Intimidation.
- Rude behavior toward fellow employees.
- Frequent arguments with co-workers or clients.
- General aggressive behavior like hitting or kicking objects, breaking things, or screaming.
- Acts of revenge like stealing or property damage.
- Verbal wishes to harm other workers.

While there is no perfect way to predict violence will occur, any combination of these behaviors may be a signal. Employees are encouraged to report these actions to the Administrator to prevent further escalation of any type of violent situation.

WARNING SIGNS FROM CUSTOMERS

- The person is not satisfied with any solutions you offer.
- Unreasonably agitated.
- Physical posturing (clenched fists).

If the verbal confrontation starts to escalate, remain calm, courteous, and stay neutral. Let them know you are contacting a manager to further assist them. Trust your intuition to determine if help is needed.

WHEN HELP IS NEEDED

- Continue to try and help the person by listening and providing feedback until law enforcement has arrived.
- If at any time you believe you are potentially in physical danger, yell for Help!
- If you are being assaulted:
 - Yell for help.
 - Look for a way to escape.
 - Act with aggression.

PERSONAL SAFETY

- When leaving the building:
 - Be alert to your surroundings and look around the area outside before exiting the building. Do not use or look at your phone.
 - Attackers expect passive victims, so walk with a steady pace, appear purposeful, and project confidence.
- While in your vehicle:
 - Have your keys in your hand as you approach your vehicle so that you do not have to search for them.
 - Before entering your vehicle quickly check the back seat and around the vehicle for anything unusual.
 - Always lock your car doors as soon as you enter the vehicle.

ACTIVE SHOOTER

The three most common response options for an active shooter event are evacuate, hide out, or take action. During an active shooter event, employees need to be able to determine their best course of action for the situation they are facing.

CHARACTERISTICS OF AN ACTIVE SHOOTER SITUATION

An active shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated areas, typically through the use of firearms. Victims are typically selected at random. The event is unpredictable and evolves quickly. Law enforcement is usually required to end an active shooter situation.

HOW TO RESPOND

- 1. EVACUATE**
 - Have an escape route in mind.
 - Leave immediately.
 - Keep hands visible.
- 2. HIDE OUT**
 - Hide in an area out of the shooter's view.
 - Block the entry to your hiding place and lock doors, if possible.
 - Silence your cell phone.
- 3. TAKE ACTION**
 - Last resort when your life is in imminent danger.
 - Attempt to incapacitate the shooter.
 - Act with physical aggression and throw items at shooter.
 - Have an escape route in mind.

CALL 911 WHEN IT IS SAFE TO DO SO

When law enforcement arrives remain calm and follow all instructions.

- Put down any items in your hands (i.e., bags, jackets).
- Raise hands and spread fingers.
- Always keep your hands visible.
- Avoid quick movements toward officers.
- Avoid pointing, screaming or yelling.
- Do not stop to ask officers for help or direction when evacuating.

Information to provide law enforcement when asked:

- Location of the active shooter.
- Number of shooters.
- Physical description of shooters.
- Type of weapons if known.

Training resource:

- [Department of Homeland Security](#)
- [DHS Active Shooter Preparedness Video](#)

BOMB THREAT

Most bomb threats are false and primarily intended to elicit a response from building occupants. However, no bomb threat should be assumed fake. If a potentially harmful device is found, call 911 for assistance.

PHONE THREAT

- Remain calm.
- Immediately use the Bomb Threat Checklist for guidance and to document the call.
- After the caller has ended the call, notify the Administrator.
- If the threat was left on your voicemail, do not erase and immediately notify the Administrator.

WRITTEN THREAT

- Handle the document as little as possible and immediately notify the Administrator.
- If the threat should come via e-mail, save the information.

POSSIBLE EVACUATION

- The Administrator will call law enforcement and follow their instructions.
- The decision to evacuate is handled on a case-by-case basis on instructions given by law enforcement.

BOMB THREAT CHECKLIST

REMAIN CALM			
Time call received:	Time call ended:		
Document any information from the phone display window:			
Engage caller as long as possible and document their words:			
Attempt to obtain information about the device:			
When will the device detonate or activate?			
Where is the device located?			
What kind of device is it?			
What does the device look like?			
Voice Description			
<input type="checkbox"/> Male	<input type="checkbox"/> Young	<input type="checkbox"/> Calm	Accent? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Female	<input type="checkbox"/> Adult	<input type="checkbox"/> Nervous	Describe:
	<input type="checkbox"/> Senior		
<i>Did you recognize the voice? Who?</i>			
<i>Did caller have knowledge of building?</i>			
<i>Unusual phrases:</i>			
<i>Any background noise or distinctive sounds?</i>			
Name of person received call			

CIVIL UNREST

Civil unrest events are often associated with riots, looting, or protests. In these instances, sheltering-in-place is an action taken to protect the building occupants from external hazards, minimizing the chance of injury and/or providing the time necessary to allow for a safe evacuation.

SHELTER IN PLACE

If there is a need to shelter-in-place the Administrator or person-in-charge will advise employees and guests of the emergency. Please note employees and guests cannot be forced to shelter-in-place.

- The person-in-charge will collect the names of everyone in the shelter area.
- If possible, the business voicemail recording will be updated to indicate the building is closed due to the emergency.
- If the civil unrest includes hazardous chemicals, the HVAC systems may be shut off.
- If in danger of broken glass, window shades will be closed.
- Emergency supplies will be moved to the shelter area.
- NCTC will listen/read available mediums (radio, internet) for further instructions until we are told all is safe or to evacuate.

MEDICAL EMERGENCY

CPR/AED

NON-Trained Responder:

- Call 911 and designate a person to direct EMS personnel as they arrive.
- Do not move person unless absolutely necessary.

Trained and Certified CPR Responder Only:

- Designate someone to call 911 and direct EMS when they arrive.
- Check the person for responsiveness.
- Conduct a primary assessment (breathing) while checking responsiveness.
- Initiate CPR and/or AED if necessary.

FIRST AID ONLY

Non-Trained First Aid Responder:

- Call 911 and designate a person to direct EMS as they arrive.
- Do not move person unless absolutely necessary.
- Use universal precautions, such as disposable gloves, face mask if comforting person while waiting.

Trained First Aid Responder Only:

- Designate someone to call 911 (if necessary) and direct EMS as they arrive.
- Do not move the person unless absolutely necessary.
- Use universal precautions, such as disposable gloves, face mask.
- Follow any directions provided by the 911 operator.
- Designate a person to direct EMS personnel as they arrive.
- Provide person information to the EMS personnel.

SUSPICIOUS PACKAGE

Explosives or other life-threatening items can be enclosed in either a parcel or an envelope, and its outward appearance is limited only by the imagination of the sender. However, suspicious packages have exhibited some unique characteristics that might assist you. To apply these factors, it is important to know the type of mail normally received.

CHARACTERISTICS TO LOOK FOR IN A SUSPICIOUS PACKAGE OR LETTER

- Restricted endorsements such as "personal" or "private." This is important when the addressee does not normally receive personal mail at the office.
- The addressee's name and/ title might be inaccurate.
- Distorted handwriting, or the name and address might be prepared with homemade labels or cut-and-paste lettering.
- Protruding wires, aluminum foil or oil stains visible.
- Emit a peculiar odor.
- Envelope might feel rigid or appear uneven or lopsided.
- Unprofessionally wrapped with several combinations of tape. Might be endorsed "Fragile-Handle With Care" or "Rush-Do Not Delay."
- Making a buzzing or ticking noise or sloshing sound.

IF YOU SUSPECT A SUSPICIOUS PACKAGE OR LETTER

- Do not take a chance. Immediately call 911.
- Do not move, alter, open, examine, or disturb the article.
- Do not put in water or a confined space such as a desk drawer or filing cabinet.
- Isolate the suspicious package or article and clear the immediate area until law enforcement arrives.

LOU CECI – 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
 DUANE STRAWSER – Member-At-Large
 JAY STRAUSS – 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: Draft Eastern Nevada County Transit Development Plan

DATE: July 17, 2024

RECOMMENDATION: Provide comments.

BACKGROUND: As part of the regional transportation planning process, NCTC in coordination with the Town of Truckee funded a planning effort to update the Town of Truckee's short range transit development plan. On May 2, 2023, Nevada County Transportation Commission staff issued a Request for Proposal to prepare the update. NCTC, in coordination with the Town of Truckee, selected the consulting firm LSC Transportation Consultants, Inc. to update the ENCTDP.

This study analyzed a wide range of service, capital, institutional and management, and financial alternatives. The consultant evaluated the existing local and regional transit systems in place including the current microtransit pilot, opportunities for improved coordination of services in the region, and analyzed the most efficient and cost-effective approach to meet the needs of the public. The Town of Truckee Transit Development Plan will guide the provision of services over the next five-year period, within the financial revenues projected.

The consultant conducted public outreach for the study through online surveys, and surveys presented by the consultant team at pop-ups in the Town of Truckee on Earth Day and at the local Farmers Markets. The consultant team presented an online virtual workshop and two separate in-person community workshops in the Town of Truckee.

LSC Transportation Consultants, Inc. will present an overview of the key plan findings and recommendations at the July 17th NCTC meeting. The Draft 2024 Truckee Transit Development Plan will be presented to the Truckee Town Council at their August 27th meeting for review and comment. Any comments received will be provided to the consultant and incorporated as appropriate into the final report. The final report is scheduled to be presented to NCTC at their September 18th meeting for acceptance as complete, per terms of the contract.

The Draft 2024 Truckee Transit Development Plan can be viewed here:

<https://www.nctc.ca.gov/documents/Reports/Transit/Draft-Truckee-TDP-Plan-2024.pdf>



June 24, 2024

The Honorable Lori Wilson
 Chair, Assembly Transportation Committee
 1020 N Street, Suite 112
 Sacramento, CA 95814

**Re: SB 1216 (Blakespear): Transportation projects: Class III bikeways: prohibition
 As amended on April 16, 2024 – Oppose
 Set for hearing in the Assembly Transportation Committee – July 1, 2024**

Dear Chair Wilson:

On behalf of the Nevada County Transportation Commission, the Butte County Association of Governments, the El Dorado County Transportation Commission, the Lassen County Transportation Commission, the Merced County Association of Governments, the Siskiyou County Local Transportation Commission, and the Tulare County Association of Governments, we write in opposition to SB 1216, which would prohibit the maintenance and construction of certain Class III bikeways and preclude the California Transportation Commission (Commission) from allocating funding under the Active Transportation Program to projects that add a Class III bikeway unless the design speed of the roadway is 25 mph or less.

As rural transportation agencies, we work with our communities and Caltrans to identify transportation needs, propose solutions, and implement projects to create balanced regional transportation system, while maximizing the use of limited financial resources available for transportation improvements in rural areas. Accordingly, we support the flexibility in current law to plan, design, build, and pursue funding for bicycle infrastructure that considers our limited resources and the unique characteristics of our rural communities.

SB 1216 would prevent local and state agencies from installing or maintaining a Class III bikeway on or after January 1, 2025, on streets with posted speed limits greater than 30 mph. While much of the discussion of the bill has been focused on “sharrows” – painted symbols on roadway surfaces which indicate to drivers and people riding bicycles that they should share the road—the bill’s language prevents the installation or maintenance of any Class III bikeway facility. Many rural roadways have limited right-of-way widths, as well as topographical and financial constraints, which make it infeasible for certain roadways to be widened to meet a Class II bike lane standard. In these circumstances, Class III bikeways may be the only feasible option to provide safer and lower-stress connection for people riding bikes. These

facilities serve a valuable purpose by indicating to people riding bicycles that a route is safer than other options and by alerting drivers that there may be a higher concentration of cyclists. While it may be reasonable to limit the use of sharrows on higher-speed roadways, a broader prohibition on Class III bikeways is not warranted, particularly in rural areas.

SB 1216 also precludes the Active Transportation Program (ATP) from funding Class III bicycle facilities, with limited exceptions. While our agencies would typically apply for ATP grant funding for more expensive and transformative projects, a Class III facility could be included as part of a broader application—particularly as a connection to segments of Class I pathways or Class II bikeways. SB 1216’s prohibition will disadvantage rural projects, which may include Class III components due to the factors discussed above. Moreover, these provisions of SB 1216 are unnecessary, as the existing ATP scoring criteria ensure that applicants demonstrate how their proposed projects are appropriate for the local community context and will advance lower-stress environment for users. In some cases, considering local context and available resources, a Class III facility may be the most appropriate solution.

For these reasons, we must oppose SB 1216 as it is currently drafted. Our organizations hope to work with the author and the Committee to resolve our remaining concerns with the bill.

Sincerely,



Mike Woodman
Nevada County Transportation Commission



John Clerici
Lassen County Transportation Commission



Ivan Garcia
Butte County Association of Governments



Stacie Guzman
Merced County Association of Governments



Woodrow Deloria
El Dorado County Transportation Commission



Melissa Cummins
Siskiyou County Local Transportation
Commission

cc: The Honorable Catherine Blakespear, California State Senate
Honorable Members, Assembly Transportation Committee
Julia Kingsley, Senior Consultant, Assembly Transportation Committee
Daniel Ballon, Consultant, Assembly Republican Caucus



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

May 6, 2024

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

**SUBJECT: Fiscal Year 2023-24 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) 2023-24 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. 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, 2023.

This is the third allocation for FY 2023-24. The total amount allocated to all agencies for the third allocation is \$33,978,300. The payment is scheduled to issue on May 7, 2024. 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
Manager, Local Apportionments Section

Enclosure

Local Government Programs and Services Division
Mailing Address P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 740, Sacramento, CA 95816

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STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM THIRD QUARTER ALLOCATION SUMMARY
MAY 7, 2024

Regional Entity	Amount Based on PUC 99313 Allocation Fiscal Year 2023-24 Quarter 3	Amount Based on PUC 99314 Allocation Fiscal Year 2023-24 Quarter 3	Total Fiscal Year 2023-24 Quarter 3
	A	B	C= (A + B)
Metropolitan Transportation Commission	\$ 3,293,446.00	\$ 9,137,466.00	\$ 12,430,912.00
Sacramento Area Council of Governments	861,652.00	295,531.00	1,157,183.00
San Diego Association of Governments	417,199.00	101,576.00	518,775.00
San Diego Metropolitan Transit System	1,009,355.00	418,208.00	1,427,563.00
Tahoe Regional Planning Agency	47,065.00	2,695.00	49,760.00
Alpine County Transportation Commission	517.00	38.00	555.00
Amador County Transportation Commission	17,380.00	611.00	17,991.00
Butte County Association of Governments	89,697.00	4,862.00	94,559.00
Calaveras County Local Transportation Commission	19,585.00	238.00	19,823.00
Colusa County Local Transportation Commission	9,498.00	422.00	9,920.00
Del Norte County Local Transportation Commission	11,605.00	612.00	12,217.00
El Dorado County Local Transportation Commission	75,827.00	5,180.00	81,007.00
Fresno County Council of Governments	441,305.00	79,737.00	521,042.00
Glenn County Local Transportation Commission	12,494.00	356.00	12,850.00
Humboldt County Association of Governments	58,483.00	9,809.00	68,292.00
Imperial County Transportation Commission	78,303.00	7,433.00	85,736.00
Inyo County Local Transportation Commission	8,244.00	0.00	8,244.00
Kern Council of Governments	395,921.00	24,229.00	420,150.00
Kings County Association of Governments	65,887.00	2,651.00	68,538.00
Lake County/City Council of Governments	29,144.00	1,493.00	30,637.00
Lassen County Local Transportation Commission	12,336.00	559.00	12,895.00
Los Angeles County Metropolitan Transportation Authority	4,258,696.00	5,585,624.00	9,844,320.00
Madera County Local Transportation Commission	68,998.00	2,279.00	71,277.00
Mariposa County Local Transportation Commission	7,389.00	219.00	7,608.00
Mendocino Council of Governments	38,901.00	2,867.00	41,768.00
Merced County Association of Governments	124,489.00	5,940.00	130,429.00
Modoc County Local Transportation Commission	3,720.00	322.00	4,042.00
Mono County Local Transportation Commission	5,740.00	8,454.00	14,194.00
Transportation Agency for Monterey County	187,764.00	58,785.00	246,549.00
Nevada County Local Transportation Commission	43,943.00	2,072.00	46,015.00
Orange County Transportation Authority	1,368,707.00	493,311.00	1,862,018.00
Placer County Transportation Planning Agency	138,580.00	19,780.00	158,360.00
Plumas County Local Transportation Commission	8,288.00	1,278.00	9,566.00
Riverside County Transportation Commission	1,064,208.00	173,587.00	1,237,795.00
Council of San Benito County Governments	28,649.00	453.00	29,102.00
San Bernardino County Transportation Authority	952,005.00	201,313.00	1,153,318.00
San Joaquin Council of Governments	342,986.00	77,256.00	420,242.00
San Luis Obispo Area Council of Governments	121,440.00	8,397.00	129,837.00
Santa Barbara County Association of Governments (SBCAG)	192,210.00	48,560.00	240,770.00
Santa Cruz County Transportation Commission	114,330.00	104,430.00	218,760.00
Shasta Regional Transportation Agency	78,286.00	4,065.00	82,351.00
Sierra County Local Transportation Commission	1,393.00	53.00	1,446.00
Siskiyou County Local Transportation Commission	18,999.00	812.00	19,811.00
Stanislaus Council of Governments	238,187.00	13,585.00	251,772.00
Tehama County Transportation Commission	28,041.00	583.00	28,624.00
Trinity County Transportation Commission	6,954.00	228.00	7,182.00
Tulare County Association of Governments	207,265.00	21,877.00	229,142.00
Tuolumne County Transportation Council	23,817.00	608.00	24,425.00
Ventura County Transportation Commission	360,222.00	58,706.00	418,928.00
State Totals	\$ 16,989,150.00	\$ 16,989,150.00	\$ 33,978,300.00

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM THIRD QUARTER ALLOCATION
BASED ON PUC 99314 ALLOCATION DETAIL
MAY 7, 2024

<u>Regional Entity and Operator(s)</u>	<u>Revenue Basis</u>	<u>Amount Based on PUC 99314 Allocation Fiscal Year 2023-24 Quarter 3</u>
Transportation Agency for Monterey County		
Monterey-Salinas Transit District	19,637,486	58,785.00
Nevada County Local Transportation Commission		
County of Nevada	369,077	1,105.00
City of Truckee	323,083	967.00
Regional Entity Totals	692,160	2,072.00
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	5,718.00
Orange County Transportation Authority	110,748,483	331,528.00
Regional Entity Subtotals	112,658,754	337,246.00
Orange County Transportation Authority - Corresponding to SCRRRA***	NA	156,065.00
Regional Entity Totals	112,658,754	493,311.00
Placer County Transportation Planning Agency		
City of Auburn	21,830	65.00
County of Placer	5,410,141	16,195.00
City of Roseville	1,175,827	3,520.00
Regional Entity Totals	6,607,798	19,780.00
Plumas County Local Transportation Commission		
County of Plumas	346,829	1,038.00
County Service Area 12 - Specialized Service	80,198	240.00
Regional Entity Totals	427,027	1,278.00
Riverside County Transportation Commission		
City of Banning	208,349	624.00
City of Beaumont	318,557	954.00
City of Corona	426,555	1,277.00
Palo Verde Valley Transit Agency	175,762	526.00
City of Riverside - Specialized Service	493,635	1,478.00
Riverside Transit Agency	18,329,390	54,869.00
Sunline Transit Agency	11,506,078	34,444.00
Regional Entity Subtotals	31,458,326	94,172.00
Riverside County Transportation Commission - Corresponding to SCRRRA***	NA	79,415.00
Regional Entity Totals	31,458,326	173,587.00
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	453.00
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	3,077.00
Mountain Area Regional Transit Authority	564,732	1,691.00
City of Needles	58,190	174.00
Omnitrans	34,279,207	102,615.00
Victor Valley Transit Authority	4,530,204	13,561.00
Regional Entity Subtotals	40,460,120	121,118.00
San Bernardino County Transportation Authority - Corresponding to SCRRRA***	NA	80,195.00
Regional Entity Totals	40,460,120	201,313.00

*** 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 6, 2024

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

SUBJECT: Fiscal Year 2023-24 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) 2023-24 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. 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, 2023. 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 2023-24. The total amount allocated to all agencies for the third allocation is \$238,356,379. The payment is scheduled to issue on May 7, 2024. 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
Manager, Local Apportionments Section

Enclosure

STATE CONTROLLER'S OFFICE
2023-24 STATE TRANSIT ASSISTANCE ALLOCATION THIRD QUARTER ALLOCATION SUMMARY
MAY 7, 2024

Regional Entity	PUC 99313		PUC 99314		Total Fiscal Year 2023-24 Quarter 3
	Funds from RTC Sections 7102(a)(3), 7102.1, 6051.8(a), and 6201.8(a)	Fiscal Year 2023-24 Quarter 3	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Fiscal Year 2023-24 Quarter 3	
	A	B	C	D= (A+B+C)	
Metropolitan Transportation Commission	\$ 12,660,612	\$ 10,442,778	\$ 63,861,129	\$ 86,964,519	
Sacramento Area Council of Governments	3,312,348	2,732,105	2,065,441	8,109,894	
San Diego Association of Governments	1,603,791	1,322,845	709,909	3,636,545	
San Diego Metropolitan Transit System	3,880,146	3,200,438	2,922,829	10,003,413	
Tahoe Regional Planning Agency	180,926	149,233	18,832	348,991	
Alpine County Transportation Commission	1,987	1,638	269	3,894	
Amador County Transportation Commission	66,813	55,109	4,270	126,192	
Butte County Association of Governments	344,813	284,410	33,977	663,200	
Calaveras County Local Transportation Commission	75,288	62,100	1,662	139,050	
Colusa County Local Transportation Commission	36,514	30,117	2,947	69,578	
Del Norte County Local Transportation Commission	44,611	36,796	4,279	85,686	
El Dorado County Local Transportation Commission	291,492	240,430	36,202	568,124	
Fresno County Council of Governments	1,696,456	1,399,278	557,278	3,653,012	
Glenn County Local Transportation Commission	48,027	39,614	2,491	90,132	
Humboldt County Association of Governments	224,820	185,437	68,551	478,808	
Imperial County Transportation Commission	301,012	248,282	51,952	601,246	
Inyo County Local Transportation Commission	31,692	26,140	0	57,832	
Kern Council of Governments	1,521,992	1,255,376	169,340	2,946,708	
Kings County Association of Governments	253,283	208,914	18,526	480,723	
Lake County/City Council of Governments	112,035	92,409	10,436	214,880	
Lassen County Local Transportation Commission	47,422	39,115	3,909	90,446	
Los Angeles County Metropolitan Transportation Authority	16,371,215	13,503,371	39,477,541	69,352,127	
Madera County Local Transportation Commission	265,241	218,777	15,933	499,951	
Mariposa County Local Transportation Commission	28,403	23,427	1,527	53,357	
Mendocino Council of Governments	149,543	123,347	20,036	292,926	
Merced County Association of Governments	478,559	394,727	41,509	914,795	
Modoc County Local Transportation Commission	14,302	11,796	2,252	28,350	
Mono County Local Transportation Commission	22,066	18,200	59,087	99,353	
Transportation Agency for Monterey County	721,801	595,358	410,846	1,728,005	
Nevada County Local Transportation Commission	168,925	139,333	14,480	322,738	
Orange County Transportation Authority	5,261,559	4,339,861	3,447,716	13,049,136	
Placer County Transportation Planning Agency	532,728	439,407	138,245	1,110,380	
Plumas County Local Transportation Commission	31,860	26,279	8,933	67,072	
Riverside County Transportation Commission	4,091,012	3,374,365	1,213,180	8,678,557	
Council of San Benito County Governments	110,133	90,840	3,168	204,141	
San Bernardino County Transportation Authority	3,659,680	3,018,592	1,406,963	8,085,235	
San Joaquin Council of Governments	1,318,499	1,087,530	539,931	2,945,960	
San Luis Obispo Area Council of Governments	466,837	385,058	58,689	910,584	
Santa Barbara County Association of Governments (SBCAG)	738,889	609,454	341,558	1,689,901	
Santa Cruz County Transportation Commission	439,504	362,514	729,856	1,531,874	
Shasta Regional Transportation Agency	300,945	248,227	28,409	577,581	
Sierra County Local Transportation Commission	5,356	4,417	373	10,146	
Siskiyou County Local Transportation Commission	73,037	60,243	5,677	138,957	
Stanislaus Council of Governments	915,633	755,236	94,942	1,765,811	
Tehama County Transportation Commission	107,793	88,911	4,071	200,775	
Trinity County Transportation Commission	26,732	22,050	1,595	50,377	
Tulare County Association of Governments	796,763	657,190	152,905	1,606,858	
Tuolumne County Transportation Council	91,557	75,518	4,252	171,327	
Ventura County Transportation Commission	1,384,761	1,142,184	410,287	2,937,232	
Subtotals	\$ 65,309,413	\$ 53,868,776			
State Totals		\$ 119,178,189	\$ 119,178,190	\$ 238,356,379	

STATE CONTROLLER'S OFFICE
2023-24 STATE TRANSIT ASSISTANCE ALLOCATION THIRD QUARTER PUC 99314 ALLOCATION DETAIL
MAY 7, 2024

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2023-24 Funds from RTC Sections 7102(a)(3), 7102.1, 6051.8(a), and 6201.8(a)		Fiscal Year 2023-24 Funds from RTC Sections 6051.8(b), and 6201.8(b)		Fiscal Year 2023-24
		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		1,234		1,018	2,252
Mono County Local Transportation Commission						
Eastern Sierra Transit Authority	2,824,223		32,380		26,707	59,087
Transportation Agency for Monterey County						
Monterey-Salinas Transit District	19,637,486		225,143		185,703	410,846
Nevada County Local Transportation Commission						
County of Nevada	369,077		4,231		3,490	7,721
City of Truckee	323,083		3,704		3,055	6,759
Regional Entity Totals	692,160		7,935		6,545	14,480
Orange County Transportation Authority						
City of Laguna Beach	1,910,271		21,901		18,065	39,966
Orange County Transportation Authority	110,748,483		1,269,725		1,047,300	2,317,025
Regional Entity Subtotals	112,658,754		1,291,626		1,065,365	2,356,991
Orange County Transportation Authority - Corresponding to SCRRA***	NA		597,715		493,010	1,090,725
Regional Entity Totals	112,658,754		1,889,341		1,558,375	3,447,716
Placer County Transportation Planning Agency						
City of Auburn	21,830		250		207	457
County of Placer	5,410,141		62,027		51,161	113,188
City of Roseville	1,175,827		13,481		11,119	24,600
Regional Entity Totals	6,607,798		75,758		62,487	138,245
Plumas County Local Transportation Commission						
County of Plumas	346,829		3,976		3,280	7,256
County Service Area 12 - Specialized Service	80,198		919		758	1,677
Regional Entity Totals	427,027		4,895		4,038	8,933
Riverside County Transportation Commission						
City of Banning	208,349		2,389		1,970	4,359
City of Beaumont	318,557		3,652		3,012	6,664
City of Corona	426,555		4,890		4,034	8,924
Palo Verde Valley Transit Agency	175,762		2,015		1,662	3,677
City of Riverside - Specialized Service	493,635		5,659		4,668	10,327
Riverside Transit Agency	18,329,390		210,145		173,333	383,478
Sunline Transit Agency	11,506,078		131,917		108,808	240,725
Regional Entity Subtotals	31,458,326		360,667		297,487	658,154
Riverside County Transportation Commission - Corresponding to SCRRA***	NA		304,153		250,873	555,026
Regional Entity Totals	31,458,326		664,820		548,360	1,213,180

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

LOU CECI – 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

DATE: July 17, 2024

NEVADA COUNTY REGIONAL TRANSPORTATION PLAN UPDATE STATUS

Regional Transportation Planning Agencies are required by the state to prepare, adopt, and submit an updated Regional Transportation Plan (RTP) to the California Transportation Commission and to Caltrans every five years. On July 20, 2022, the Nevada County Transportation Commission (NCTC) executed an agreement with DKS Associates to assist NCTC with preparation of an update to the Nevada County RTP. The purpose of this update to the RTP is to document the short-term (2024-2034) and long-term (2035-2045) regional transportation policy direction, multi-modal regional transportation needs, and to set forth a financially constrained action plan to meet those needs. The RTP also identifies projects that can be implemented if additional funding becomes available.

Development of the Draft RTP and associated environmental documentation are currently underway and are scheduled to be completed in August 2024. Following completion of the draft documents there will be a 30-day public review period and a presentation of the draft documents, and a public hearing will be held at the regularly scheduled NCTC meeting on September 18, 2024. Comments received will be incorporated as appropriate into the Final RTP that will then be presented to the NCTC for adoption at their November 20, 2024, regularly scheduled meeting.

NCTC AWARDED FY 2023/24 CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT

On July 9, 2024, Caltrans announced that NCTC's Fiscal Year 2023/24 Sustainable Transportation Planning Grant application for *Reenvisioning Transit in Western Nevada County – Comprehensive Operations Analysis (COA)* has been approved in the amount of \$170,000. The study will be managed by NCTC in coordination with the Nevada County Transit Services Division and will analyze the existing western Nevada County fixed route and paratransit public transit services (Nevada County Connects/Nevada County Now). The study will also analyze alternative transit operating/delivery models with a key focus of improving transit system efficiency, effectiveness, accessibility, and sustainability. The study will consider an entire spectrum of service options ranging from minor modifications to existing services to a full "reversioning" of the system and delivery model.



Caltrans District 3 Project Status Report

July 2024

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	Start Spring 2024. 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 Jct20/80.
	Description	Class II Pavement CAPM on Mainline and ramps, rehabilitate or replace poor conditions drainage systems. Evaluate /rehabilitate/replace poor condition lighting, sing panels, and TMS elements.
	Funding Source	SHOPP - Asset Management (121)
	Total Cost	\$38,010,000
	Planning	COMPLETE
	Environmental	COMPLETE.
	Design	Target completion Spring 2025.
Construction	Target Start 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	Target Start 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	COMPLETE
	Design	Target completion Spring 2025.
Construction	Target Start 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 Lorensen Road to 0.4 miles north of Lone Star Road.
	Description	Construct concrete median barrier with roundabouts.
	Funding Source	SHOPP - Safety (010)
	Total Cost	\$26,340,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Start Spring 2024. Target completion Summer 2025.	
	CO-RTE-PM	PLA - 49 - 7.4/R8.9, R10.6/11.37/10.6
	Location	In Placer County on Route 49, from approximately 0.02 miles South of Dry Creek Rd. to approximately 0.4 miles South of Lorensen

4J460 Pla 49 Pavement Rehab	Description	Rehab Pavement, drainage systems, ground mounted signs, and pedestrian facilities
	Funding Source	SHOPP - Pavement Rehab (122)
	Total Cost	\$24,470,000
	Planning	COMPLETE
	Environmental	Winter 2026
	Design	Spring 2027
	Construction	Begin Winter 2027. Completion Winter 2028.
4J110 Nev 49 Evacuation	CO-RTE-PM	NEV - 49 - 2.1/9.8
	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	Add TWLTL, and Standard Shoulders
	Funding Source	SHOPP - Sustainability (999)
	Total Cost	\$68,200,000
	Planning	COMPLETE
	Environmental	Fall 2025
	Design	Winter 2026
Construction	Begin Summer 2027. Target completion Winter 2023.	
0N780 Nev 49 Multimodal Corridor	CO-RTE-PM	NEV - 49 - 15.07/16.10
	Location	In Nevada County on State Route 49 from SR 20 to the Nevada County Juvenile Hall driveway.
	Description	Construct two roundabouts, pedestrian crossings, shared-use paths, sidewalks, lighting, and signage
	Funding Source	Local ATP
	Total Cost	\$17,357,000
	Planning	COMPLETE
	Environmental	Winter 2025
	Design	Fall 2026
	Construction	Begin Summer 2027. Target completion Fall 2028.

Interstate 80		
3H560 Yuba Pass SOH Bridge Repalcement	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	COMPLETE
	Construction	Target Start 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,
	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	Fall 2023 / 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 Summer 2025.
	Design	Target completion Fall 2026.
Construction	Construction is expected to begin Spring 2027. Target completion Fall 2029.	
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
	Funding Source	SHOPP Safety Improvement (010)
	Total Cost	\$3,750,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
Construction	Spring 2024 / 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	COMPLETE
	Environmental	COMPLETE
	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	COMPLETE
	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
	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.



MEMORANDUM

Date: July 17, 2024

To: Nevada County Transportation Commission

From: Alfred Knotts, Transportation Program Manager

Subject: Truckee Multi-Modal Transportation Program Fiscal Year 23/24 Update

Since the last update in November 2023, the Town of Truckee (Town) has been working diligently on new and innovative transit initiatives, as well as project development on the Railyard Mobility Hub and other Multi-modal Capital Improvement Projects and Programs.

Updates on these items are highlighted below under each respective heading.

Truckee TART and TART Connect Update

The Town's Tahoe Truckee Area Regional Transportation (TART) System consists of the Truckee Local fixed route, Dial-A-Ride/Complementary Americans with Disabilities Act paratransit service, seasonal Night Service to Northstar, as well as the TART Connect Microtransit Pilot Program.

Ridership on the Truckee Local and Dial a Ride (DAR) services saw tremendous growth during and following the COVID-19 pandemic. Ridership in FY22/23 was nearly 40% higher than FY21/22, which was 23% higher than the prior year. With the addition of the TART Connect microtransit pilot offering year-round, on-demand, Town-wide service in FY23/24, the traditional services started to see a bit of a decline. Fixed route was down about 27% from the prior year, and DAR was up about 3%. However, with the addition of the TART Connect service, overall ridership is up 73% in FY23/24, totaling just shy of 210,000 passenger trips. For comparison, FY22/23 overall ridership was 121,000 passenger trips, and FY21/22 was about 33,000 passenger trips. The Truckee TART system is now regularly carrying about 520 to 700 passengers per day!

In early 2024, the Town contracted LSC Consultants to conduct a review of the TART Connect microtransit pilot program from the initial summer 2022 pilot through the winter 2023-24 season. The review concluded that Truckee TART Connect performed at a high level of transit productivity (i.e., cost per passenger, passengers per hour, passengers per day), and from a community support perspective, surveys showed strong support for the program with customer satisfaction consistently ranked as "excellent." Given the expanded service area and hours of the microtransit program, TART Connect provides a more convenient and flexible transportation option to many residents and visitors in Truckee, however, there is still demand for the traditional fixed route that people can rely on at the scheduled times to get them to appointments or work/school without the highly variable wait times of the microtransit service.

Ridership on TART Connect from July 1, 2023 through June 30, 2024 was 177,752 passenger trips. This is the first full-year data set (365 days) of Town-wide operations from 6:30am-10pm (spring and fall) and 6:30am-midnight (winter and summer). Fiscal Year 2022/23 was comprised of multiple pilot programs, with various operating areas and hours over about 266 days, so the Town will use FY23/24 data as a general baseline moving forward. FY23/24 peak winter and summer seasons had an average of 531 passengers per day, whereas the off-peak seasons had an average of about 443 passengers per day. Ridership data and survey feedback show that the TART Connect program has been efficient and productive in serving both residents and visitors to Truckee.

Throughout the past two years, TART Connect has increased the Truckee Transit system's ridership from an annual average of about 30,000 passengers to 210,000 passenger trips per year!

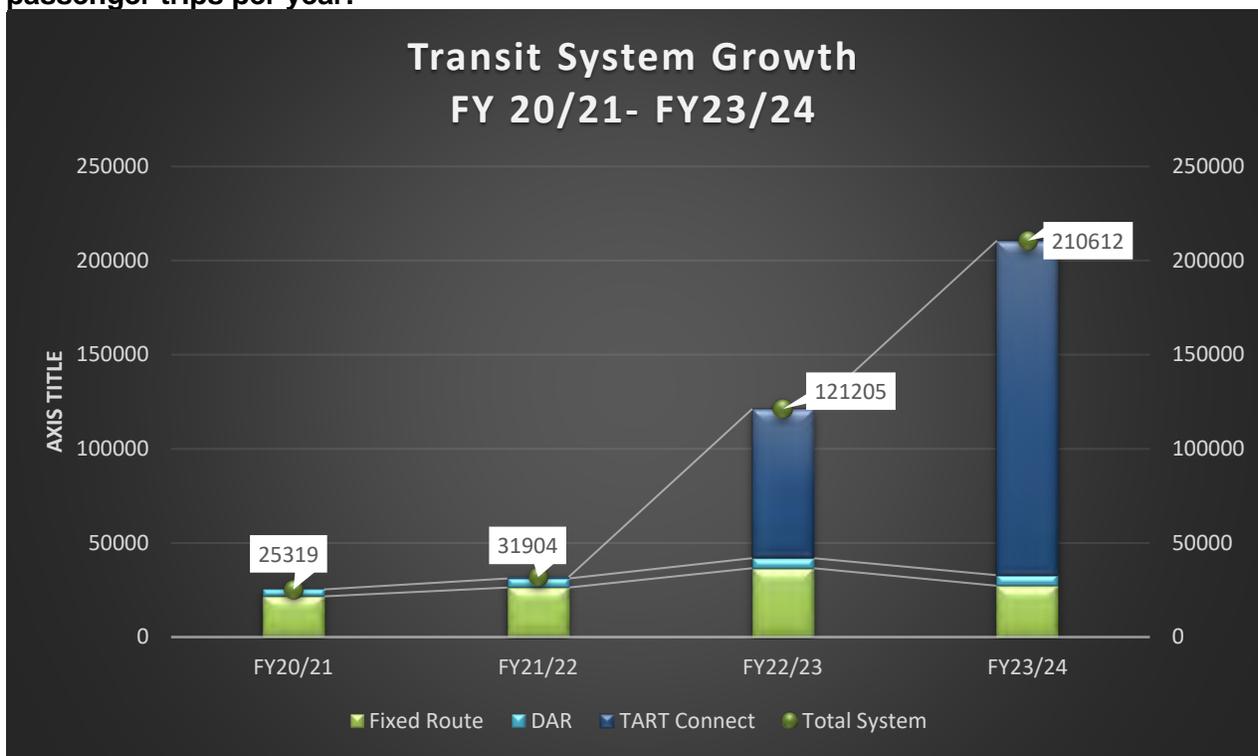


Figure 1: TART System Growth

Throughout the pilot programs, the cost per passenger has decreased from about \$22.21 per passenger during the initial Summer Pilot to an average of about \$13.00 per passenger over the past 12 months. The shared ride percentage has increased from approximately 29% during the initial Summer Pilot to an average of about 65%.

Given the continued success of the program, Town Council voted to approve an extension to the pilot through June 30, 2025. As part of this action, Town Council elected to fund the majority of this service with Town funds, as to eliminate any funding restrictions

BCycle Electric Pedal Assist Bike Share Program Update

On June 29th, 2023, the Town, in partnership with BCycle (a subsidiary of Trek Bicycles), launched the pedal assist e-bike share program as an alternative mobility option. The program helps provide easy, fun, and affordable transportation options to residents, visitors, and anyone looking

to get a little fresh air on their commute or errands. This initial phase features 50 pedal-assist electric bikes, available at over 100 docking stations all the way from the West End of Donner Lake to the Glenshire Legacy Trailhead.

In the first two months (May-June 2024), over 1,700 trips have been made equating to nearly 10,000 miles ridden on the bike. In keeping with our Town's sustainability goals, the carbon offset during this short time frame was approximately 9,480 pounds of carbon emissions kept out of our clean Truckee air.

The BCycle team is working with Visit Truckee-Tahoe and local businesses to promote the bikes and look for sponsorship opportunities.

Truckee Bike Month

In years past, the Town has been minimally involved with "Tahoe Bike Month", which is co-hosted by the Tahoe Regional Planning Agency and the Lake Tahoe Bicycle Coalition. This year, in order to build up participation in Truckee, our staff created a Truckee Bike Month, including the creation of a logo, a month-long bingo challenge, and a Bike Everywhere Day Pledge and event. Local businesses were involved, donating raffle prizes, discount cards, and other swag for the events throughout the month. Though participation was still relatively low, the participants we interacted with were all very excited to have a Truckee Bike Month with events close to home and are looking forward to seeing the program grow in future years.



Figure 2: Truckee Bike Month Logo



Figure 3: Bike Bingo Challenge Card



Figure 2: Participants in Bike Everywhere Day

Railyard Mobility Hub Update

Phase 1 of the Mobility Hub was complete in Fall 2023, waiting only on the prefabricated restroom. The Mobility Hub has been in use since the winter 2023-24 schedule in mid-December. With the opening of the Mobility Hub, there were a few slight route changes to the Truckee Local route, as well as the routes operated by Placer County, which has helped with inefficiencies that used to occur at the Truckee Depot.

The design for Phase 2A has been completed, and the project is currently out to bid. Phase 2A includes a parking lot adjacent to the east side of the Mobility Hub facility along with the necessary infrastructure for electric vehicle charging stations. Phase 2A of this project will allow the Town to complete the first step of transitioning its fleet to zero emissions.

Phase 2B includes an enclosed, climate-controlled transit center structure that will house a passenger waiting area, driver breakroom, final streetscape amenities, and public common areas complemented by public art as well as historical, cultural, and environmental educational and interpretative opportunities. Design has not yet begun on this Phase, and due to the Town's capacity for capital projects, it is expected that construction for this phase will not commence until at least 2025.

Transit Charging and Operations Facility

The Transit Charging and Operations Facility was approved as a Capital Improvement Project during the Town's FY 23/24 budget process. This project will construct a dedicated transit specific facility that will be the keystone in facilitating the Town of Truckee's path toward electrification as well as overall service expansion. This Facility will be located at the existing Public Service Center, where the Town's Fleet Maintenance Facility is located, and will include electric vehicle charging infrastructure, administrative office space for daily operations and dispatching, and climate-controlled storage for the transit fleet, including space for regional partners such as Placer County.

In addition to the SB125 funding allocated to Truckee, the Town will pursue all potential funding sources and incentive programs to cover the remaining project cost through State and Federal programs, such as the FTA 5339 program, the Local Partnership Program, and future TIRCP Cycles.

The Town has contracted Eastern Sierra Engineering to provide civil engineering design services for the Public Service Center Master Plan, to evaluate various opportunities and constraints associated with the site, specifically the parcel area directly north of the existing most northern building. The Town will also need to procure an Architectural/Engineering (A/E) firm and complete final design by the Spring of 2026. Once final design is complete, the Town will put the project out to bid with an estimated construction start date in Summer 2026. Based on the construction timeline of the previous phase, the construction of this project is expected to require two (2) construction seasons with project completion tentatively scheduled for late Fall 2027. This assumes no major delays in the project development process, especially those associated with NEPA clearance which will require Federal Transit Administration approval.

Other Multi-modal Projects and Programs

Truckee River Legacy Trail Phase 4
Scheduled to open by late July 2024



Figure 5: New Pedestrian Bridge installation for Legacy Trail

West River Streetscape Improvements
Scheduled to be complete by October 2024



Figure 6: West River Street Fall 2023

West River Street Park

Construction has begun at DEWBĒYŪMUWE? PARK. This park on West River Street has been named DEWBĒYŪMUWE? PARK by the Washoe Tribe. The Washoe word DEWBĒYŪMUWE? translates to “the water running out” in reference to the Truckee River being the one outlet for Lake Tahoe.



Figure 3: Beginning of Construction, June 2024

Thank you for the opportunity to provide this update and I look forward to answering any questions you may have. Should you wish to contact me in advance of the meeting, I can be reached via email at aknotts@townoftruckee.com or via phone at (530) 582- 2489.

It's a pleasure working with the Commission and all the wonderful and knowledgeable NCTC staff. On behalf of the Town, we thank you for all of your support, collaboration, and guidance.