Grass Valley • Nevada City **Nevada County • Truckee**

REGULAR TELECONFERENCE MEETING AGENDA

A regular meeting of the **Nevada County Transportation Commission (NCTC)**
will be held on

Wednesday, July 15, 2026 at **10:00 a.m.**

at the following location:

Truckee Town Hall Council Chambers

10183 Truckee Airport Rd, Truckee, CA 96161

Video Conferencing located at the

Grass Valley City Hall Council Chambers

125 East Main Street, Grass Valley, California

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

https://us02web.zoom.us/j/2869133292?pwd=MXlFcmZ5QnNPZGJCSm93WEhJbUs4UT09&omn=89191075257

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

To join the Zoom meeting by phone: +1 669 444 9171 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**

101 Providence Mine Road, Suite 102, Nevada City, California 95959 • (530) 265-3202 • Fax (530) 265-3260
E-mail: nctc@nccn.net • Web Site: www.nctc.ca.gov

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 2026

   - Local Transportation Funds
   - NCTC Administration/Planning Fund
   - Regional Transportation Mitigation Fee Program Fund
   - State Transit Assistance Fund
   - Regional Surface Transportation Program Fund
   - SB 125 Funds

2. NCTC Minutes: May 20, 2026 Meeting

   Recommendation: Approve.

3. TDA Allocation Request from Nevada County: The County of Nevada is requesting allocations of LTF and STA Funds for FY 2026/27.

   Recommendation: Adopt Resolution **26-16.**

4. TDA Allocation Request from the City of Grass Valley: The City of Grass Valley is requesting an allocation of LTF Funds for FY 2026/27.

   Recommendation: Adopt Resolution **26-17.**

5. TDA Allocation Request from the City of Nevada City: The City of Nevada City is requesting an allocation of LTF Funds for FY 2026/27.

   Recommendation: Adopt Resolution **26-18.**

6. Grass Valley, Nevada City, Town of Truckee, and Nevada County Local Participation Subrecipient Agreements for FY 2026/27: See staff report.

   Recommendation: Adopt Resolution **26-20**.

7. Federal Transit Administration Section 5311 Federal Fiscal Year 2025 Program of Projects: See staff report.

   Recommendation: Adopt Resolution **26-21.**

ACTION ITEMS

8. FY 2024/25 Fiscal and Compliance Audits: Presentation by Ingrid Sheipline, Managing Partner from Richardson & Company LLC. See staff report.

   Recommendation: Adopt Resolution **26-22** by roll call vote.

9. FY 2026/27 State Budget Overview Presentation by Chris Lee, Politico Group: See staff report.

   Recommendation: Provide comments.

10. Sierra Express Bicycle Club Presentation by Katherine Thompson: See staff report.

    Recommendation: Provide comments.

INFORMATIONAL ITEMS

11. Project Status Reports

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

    B. Truckee Transportation Program Update – Alfred Knotts, Transportation Program Manager for Town of Truckee

12. Executive Director’s Report

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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 16, 2026 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

2026 NCTC MEETING SCHEDULE

JANUARY 21, 2026

MARCH 18, 2026

MAY 20, 2026

JULY 15, 2026 - Truckee Town Council Chambers, 10:00 am

SEPTEMBER 16, 2026

NOVEMBER 18, 2026

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

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COMMONLY USED ACRONYMS
NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)

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

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

TOWN OF TRUCKEE (5805) LTF

16.87%

Cash Balance 04/01/2026	$677,263.48
Additions	$37,561.95
Deductions	$0.00
Cash Balance 04/30/2026	**$714,825.43**

Budget and Allocations

Fund Balance 06/30/2025	$1,213,580.62
Revenue Revised Findings Reso 26-07 3/18/26	$609,916.00
AMOUNT TO BE ALLOCATED	**$1,823,496.62**

Approved Allocation	$927,825.00

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-21	Transit/Paratransit Operations	$927,825.00	$927,825.00	$0.00

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Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 04/01/2026	$557,840.54
Additions	$4,783.63
Deductions	$0.00
Cash Balance 04/30/2026	**$562,624.17**

<u>Budget and Allocations</u>

Fund Balance 06/30/2025	$497,412.44
Revenue Revised Findings Reso 26-07 3/18/26	$77,675.00
AMOUNT TO BE ALLOCATED	**$575,087.44**
Approved Allocations	$0.00
BALANCE Available for Allocation	**$575,087.44**

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
	No Allocations	$0.00	$0.00	$0.00
	TOTAL	**$0.00**	**$0.00**	**$0.00**

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

NEVADA COUNTY (5807) LTF

66.49%

Cash Balance 04/01/2026	$1,168,985.23
Additions	$148,059.96
Deductions	$0.00
Cash Balance 04/30/2026	**$1,317,045.19**

Budget and Allocations	
Fund Balance 06/30/2025	$2,198,562.64
Revenue Revised Findings Reso 26-07 3/18/26	$2,404,138.00
AMOUNT TO BE ALLOCATED	**$4,602,700.64**
Approved Allocation	$3,374,078.00

DATE/ RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-18	Transit/Paratransit Operations	$3,374,078.00	N/A	$3,374,078.00	$2,490,682.56	$883,395.44
	TOTAL	**$3,374,078.00**	**$0.00**	**$3,374,078.00**	**$2,490,682.56**	**$883,395.44**

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

GRASS VALLEY (5808) LTF

13.32%

Cash Balance 04/01/2026	$0.00
Additions	$29,653.71
Deductions	$0.00
Cash Balance 04/30/2026	**$29,653.71**

Budget and Allocations

Fund Balance 06/30/2025	$75,415.39
Revenue Revised Findings Reso 26-07 3/18/26	$481,505.00
AMOUNT TO BE ALLOCATED	**$556,920.39**
Approved Allocation	$665,169.00

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-19	Transit/Paratransit Operations	$665,169.00	$362,640.41	$302,528.59

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

NEVADA CITY (5809) LTF
3.32%

Cash Balance 04/01/2026	$0.00
Additions	$7,402.33
Deductions	$0.00
Cash Balance 04/30/2026	**$7,402.33**

Budget and Allocations

Fund Balance 06/30/2025	$19,144.01
Revenue Revised Findings Reso 26-07 3/18/26	$120,196.00
AMOUNT TO BE ALLOCATED	**$139,340.01**
Approved Allocation	$165,690.00

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 Reso 25-20	Transit/Paratransit Operations	$165,690.00	$90,842.80	$74,847.20

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

COMMUNITY TRANSIT SERVICES (5810) LTF
5.00%

Cash Balance 04/01/2026	$122,127.93
Additions	$11,719.89
Deductions	$0.00
Cash Balance 04/30/2026	**$133,847.82**

Budget and Allocations

Fund Balance 06/30/2025	$258,950.72
Revenue Revised Findings Reso 26-07 3/18/26	$190,303.00
AMOUNT TO BE ALLOCATED	**$449,253.72**
Approved Allocation	$427,480.00

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-18	Nevada County Paratransit Operations	$355,055.00	$227,662.03	$127,392.97
07/09/25 25-21	Truckee Paratransit Operations	$72,425.00	$25,335.37	$47,089.63
	TOTAL	**$427,480.00**	**$252,997.40**	**$174,482.60**

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

NCTC Administration & Planning (6327)

Cash Balance 04/01/2026	$649,937.11
Additions	$119,932.84
Deductions	$125,495.48
Cash Balance 04/30/2026	**$644,374.47**
BUDGET: Estimated Revenue & Allocations	
Fund Balance 06/30/2025	$624,602.74
Estimated Revenue	$2,433,702.97
AVAILABLE FOR ALLOCATION	**$3,058,305.71**
Total of Approved Allocations	$2,433,702.97
BALANCE AVAILABLE FOR ALLOCATION	**$624,602.74**

W.E.	DESCRIPTION	Allocation	APRIL 84%	MAY 92%	JUNE 100%	YTD Activity Accrual Basis	Balance	% Expended
1.1	**General Services**							
	NCTC Staff	**$294,741.24**	$18,767.06			$196,756.22	**$97,985.02**	**66.76%**
	Indirect	**$51,304.14**	$1,737.58			$32,892.60	**$18,411.54**	**64.11%**
	Consultant Human Resources	**$6,000.00**	$200.00			$3,900.00	**$2,100.00**	**65.00%**
	Intergovernmental Advocacy	**$52,000.00**	$4,000.00			$36,000.00	**$16,000.00**	**69.23%**
1.2	**Fiscal Administration**							
	NCTC Staff	**$358,943.94**	$17,723.93			$193,878.33	**$165,065.61**	**54.01%**
	Indirect	**$62,479.58**	$1,506.80			$30,477.59	**$32,001.99**	**48.78%**
	Fiscal Audit	**$65,050.00**	$0.00			$0.00	**$65,050.00**	**0.00%**
2.1	**Transportation Planning**							
	NCTC Staff	**$62,358.31**	$5,503.24			$59,288.23	**$3,070.08**	**95.08%**
	Indirect	**$11,860.21**	$402.75			$8,080.85	**$3,779.36**	**68.13%**
	Transportation Engineering	**$43,282.23**	$0.00			$0.00	**$43,282.23**	**0.00%**
	Local Agency	**$30,000.00**	$3,938.95			$11,205.82	**$18,794.18**	**37.35%**
	Traffic Counts	**$10,000.00**	$0.00			$1,644.07	**$8,355.93**	**16.44%**
2.1.1	**Regional Transportation Plan Update**							
	NCTC Staff	**$5,778.37**	$0.00			$2,109.56	**$3,668.81**	**36.51%**
	Consultant	**$17,406.95**	$0.00			$17,406.95	**$0.00**	**100.00%**
2.2	**Transportation Improvement Program**							
	NCTC Staff	**$82,970.62**	$5,583.22			$65,265.46	**$17,705.16**	**78.66%**
	Indirect	**$14,442.28**	$365.76			$7,928.23	**$6,514.05**	**54.90%**
2.3	**Transit & Paratransit Programs**							
	NCTC Staff	**$55,368.51**	$4,522.07			$46,440.74	**$8,927.77**	**83.88%**
	Indirect	**$18,189.85**	$619.06			$8,009.86	**$10,179.99**	**44.03%**
2.3.4	**Reenvisioning Transit Western Nev County**							
	NCTC Staff	**$39,229.50**	$3,305.35			$16,805.30	**$22,424.20**	**42.84%**
	Consultant	**$170,000.00**	$15,021.58			$93,647.89	**$76,352.11**	**55.09%**
2.3.5	**SB125 Transit Planning & Admin**							
	NCTC Staff	**$9,902.31**	$1,584.66			$4,484.88	**$5,417.43**	**45.29%**
	Consultant	**$100,000.00**	$0.00			$0.00	**$100,000.00**	**0.00%**
2.4	**Coordination of Regional Planning**							
	NCTC Staff	**$111,328.30**	$7,451.89			$92,502.75	**$18,825.55**	**83.09%**
	Indirect	**$32,117.94**	$882.25			$17,778.30	**$14,339.64**	**55.35%**
	Consultant ATP Application	**$80,000.00**	$0.00			$0.00	**$80,000.00**	**0.00%**
	Statewide Local Streets & Roads Ass	**$800.00**	$0.00			$0.00	**$800.00**	**0.00%**
2.4.2	**Airport Land Use Commission Planning & Reviews**							
	NCTC Staff	**$18,881.98**	$1,861.07			$16,014.09	**$2,867.89**	**84.81%**
	Consultant	**$15,000.00**	$571.50			$571.50	**$14,428.50**	**3.81%**
2.4.3	**Zion Street Mobility/School Access**							
	NCTC Staff	**$29,400.33**	$3,667.51			$19,432.28	**$9,968.05**	**66.10%**
	Consultant	**$160,999.89**	$25,206.91			$115,247.76	**$45,752.13**	**71.58%**
2.4.5	**RCTF Administration**							
	RCTF Chair NCTC Staff	**$24,906.29**	$422.58			$23,570.70	**$1,335.59**	**94.64%**
	RCTF Chair Meals/Lodging	**$12,673.79**	$212.25			$1,173.10	**$11,500.69**	**9.26%**
	RCTF Chair Mileage, Fares, Parking	**$12,673.79**	$439.79			$1,633.51	**$11,040.28**	**12.89%**
2.4.5a	**RCTF CALCOG Leadership**							
	Scholarships & Travel	**$33,487.87**	$0.00			$7,950.00	**$25,537.87**	**23.74%**
2.4.5b	**RCTF Admin Manual & Training**							
	Consultant	**$13,240.00**	$0.00			$0.00	**$13,240.00**	**0.00%**
Contingency		**$326,884.75**	$0.00			$0.00	**$326,884.75**	**0.00%**
	TOTAL ALL WORK ELEMENTS	**$2,433,702.97**	**$125,497.76**	**$0.00**	**$0.00**	**$1,132,096.57**	**$1,301,606.40**	**46.52%**

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

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 04/01/2026	$3,139,899.60
Additions	$77,997.16
Deductions	$0.00
Cash Balance 04/30/2026	**$3,217,896.76**

RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2025/26

JURISDICTION	PRIOR YEARS COLLECTED/EXPENDED 2000/01 - 2024/25	CURRENT YEAR COLLECTED/EXPENDED 2025/26	TOTAL COLLECTED/ EXPENDED
Grass Valley	$2,831,423.62	$0.00	$2,831,423.62
Nevada City	$353,648.44	$0.00	$353,648.44
Nevada County	$6,463,366.92	$180,610.82	$6,643,977.74
Total	**$9,648,438.98**	**$180,610.82**	**$9,829,049.80**
Interest	$441,633.22	$76,668.09	$518,301.31
Expenditures	$7,107,736.71	$21,717.64	$7,129,454.35
TOTAL	**$2,982,335.49**	**$235,561.27**	**$3,217,896.76**

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	$1,708,637.22	$2,677,825.62	$21,717.64	$2,656,107.98
5/2/25 Reso 25-15	NCTC RTMF Administration	$7,500.00	N/A	$7,500.00	$0.00	$7,500.00
TOTAL		**$4,393,962.84**	**$1,708,637.22**	**$2,685,325.62**	**$21,717.64**	**$2,663,607.98**

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 04/01/2026	$6,616,786.84
Additions	$0.00
Deductions	$0.14
Cash Balance 04/30/2026	$6,616,786.70

Budget and Allocations

Fund Balance 06/30/2025	$5,981,792.66
Estimated STA Revenue rev. 08/01/2025	$1,059,056.00
AMOUNT TO BE ALLOCATED	$7,040,848.66
Total Approved Allocations	$1,587,694.00
BALANCE Available for Allocation	$5,453,154.66

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-18	Nevada County Transit/Paratransit Services 99314			$25,769.00	$0.00	$25,769.00
07/09/25 25-18	Nevada County Transit/Paratransit Services Operations 99313			$446,800.00	$0.00	$446,800.00
01/21/26 26-01	Nevada County Transit Capital Bus Purchase 99313			$457,568.00	$0.00	$457,568.00
07/09/25 25-21	Truckee Transit/Paratransit Services 99314			$22,557.00	$0.00	$22,557.00
05/15/24 24-17 & 09/17/25 25-28	Truckee Transit Capital STA 99313 Balance Rescinded 09/17/25	$310,000.00	$301,006.16	rescinded	$0.00	$0.00
01/21/26 26-02	Truckee Transit Capital STA 99313 Bus & Railyard Mobility Phase 2	$0.00	$0.00	$635,000.00	$0.00	$635,000.00
	TOTAL	**$310,000.00**	**$301,006.16**	**$1,587,694.00**	**$0.00**	**$1,587,694.00**

Nevada County Transportation Commission
Monthly Financial Report 2025/26

APRIL

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 04/01/2026	$1,678,985.60
Additions	$0.00
Deductions	$0.83
Cash Balance 04/30/2026	$1,678,984.77

Budget and Allocations	
Fund Balance 06/30/2025	$1,775,354.54
RSTP Revenue	$1,354,826.00
AMOUNT TO BE ALLOCATED	$3,130,180.54
Total Amount of Approved Allocations	$2,172,353.95
BALANCE Available for Allocation	$957,826.59

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
05/21/25 25-15	NCTC ATP Application Consultant	$0.00	$0.00	$80,000.00	$0.00	$80,000.00
01/21/26 26-04	NCTC RTP Update	$0.00	$0.00	$17,406.95	$0.00	$17,406.95
07/09/25 25-24	Grass Valley Annual Street Rehabilitation	$0.00	$0.00	$565,000.00	$0.00	$565,000.00
09/17/25 25-29	Nevada County 2025/26 Street Maintenance	$0.00	$0.00	$1,013,854.00	$1,013,854.00	$0.00
3/19/25 25-13	Truckee 2024/25 West River Streetscape	$496,093.00	$0.00	$496,093.00	$496,093.00	$0.00
	TOTAL	**$496,093.00**	**$0.00**	**$2,172,353.95**	**$1,509,947.00**	**$662,406.95**

Nevada County Transportation Commission
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APRIL

SB 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (6500) TIRCP

Cash Balance 04/01/2026	**$5,887,212.61**
Nevada County Cash Balance 04/01/2026	$1,746,990.81
Additions	$0.00
Deductions	$0.08
Nevada County Cash Balance 04/30/2026	$1,746,990.73
Truckee Cash Balance 04/01/2026	$4,140,221.80
Additions	$0.00
Deductions	$0.19
Truckee Cash Balance 04/30/2026	$4,140,221.61
Cash Balance 04/30/2026	**$5,887,212.34**

Budget and Allocations

Fund Balance 06/30/2025	$412,097.47
Estimated TIRCP Revenue Year 2	$6,274,383.00
AMOUNT TO BE ALLOCATED	**$6,686,480.47**
Total Amount of Approved Allocations	$6,644,383.00
BALANCE (Available for Allocation)	**$42,097.47**

DATE/RESO	PROJECT	CALSTA TIRCP DISTRIBUTION #1	CALSTA TIRCP DISTRIBUTION #2 recvd 12/1/2025	CALSTA TIRCP DISTRIBUTION #3 recvd 9/29/25/25	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	$1,486,685.00	$1,221,518.00	$1,357,331.00	$1,486,685.00	$2,578,849.00	$891,727.18	$1,687,121.82
To Be Determined	Truckee Transit & Operations Facility Phase 2	$370,000.00	$2,338,203.00	$1,357,331.00	$0.00	$4,065,534.00	$0.00	$4,065,534.00
	TOTAL	**$1,856,685.00**	**$3,559,721.00**	**$2,714,662.00**	**$1,486,685.00**	**$6,644,383.00**	**$891,727.18**	**$5,752,655.82**

Nevada County Transportation Commission
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APRIL

SB 125 Zero-EmissionTransit Capital Program Greenhouse Gas Reduction Fund (6501) ZETCP-GGRF

Cash Balance 04/01/2026	$15,357.85
Additions	$0.00
Deductions	$1.31
Cash Balance 04/30/2026	**$15,356.54**

<u>Budget and Allocations</u>

Fund Balance 06/30/2025	$197,183.63
Estimated ZETCP-GGRF Revenue Year 2	<u>$0.00</u>
AMOUNT TO BE ALLOCATED	**$197,183.63**
Total Amount of Approved Allocations	<u>$189,813.12</u>
BALANCE Available for Allocation	**$7,370.51**

DATE/RESO	PROJECT	CALSTA ZETCP-GGRF ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	$297,575.82	$107,762.70	$189,813.12	$186,128.14	$3,684.98
	TOTAL	**$297,575.82**	**$107,762.70**	**$189,813.12**	**$186,128.14**	**$3,684.98**

Nevada County Transportation Commission
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APRIL

SB 125 Zero-EmissionTransit Capital Program Public Transportation Account (6502) ZETCP-PTA

Cash Balance 04/01/2026	**$129,004.41**
NCTC Cash Balance 04/01/2026	$126,534.99
Additions	$0.96
Deductions	$0.00
NCTC Cash Balance 04/30/2026	$126,535.95
Nevada County Cash Balance 04/01/2026	$2,470.38
Additions	$0.02
Deductions .	$0.00
Nevada County Cash Balance 04/30/2026	$2,470.40
Cash Balance 04/30/2026	$129,005.39
Budget and Allocations	$0.00
Fund Balance 06/30/2025	$125,792.20
Estimated ZETCP-PTA Revenue Year 2	$0.00
AMOUNT TO BE ALLOCATED	**$125,792.20**
Total Amount of Approved Allocations	$120,080.34
BALANCE (Available for Allocation)	**$5,711.86**

DATE/RESO	PROJECT	CALSTA ZETCP-PTA ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
03/19/25 25-11	NCTC Admin - 3 Years	$123,336.00	$3,255.66	$120,080.34	$0.00	$120,080.34
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	$133,646.18	$133,646.18	$0.00	$0.00	$0.00
	TOTAL	**$256,982.18**	**$136,901.84**	**$120,080.34**	**$0.00**	**$120,080.34**

Nevada County Transportation Commission
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MAY

TOWN OF TRUCKEE (5805) LTF

16.87%

Cash Balance 05/01/2026	$714,825.43
Additions	$55,091.61
Deductions	$0.00
Cash Balance 05/31/2026	**$769,917.04**

Budget and Allocations

Fund Balance 06/30/2025	$1,213,580.62
Revenue Revised Findings Reso 26-07 3/18/26	$609,916.00
AMOUNT TO BE ALLOCATED	**$1,823,496.62**

Approved Allocation	$927,825.00

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-21	Transit/Paratransit Operations	$927,825.00	$927,825.00	$0.00

Nevada County Transportation Commission
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MAY

PEDESTRIAN AND BIKE (5806) LTF

2.00%

Cash Balance 05/01/2026	$562,624.17
Additions	$7,016.12
Deductions	$0.00
Cash Balance 05/31/2026	**$569,640.29**

<u>Budget and Allocations</u>

Fund Balance 06/30/2025	$497,412.44
Revenue Revised Findings Reso 26-07 3/18/26	$77,675.00
AMOUNT TO BE ALLOCATED	**$575,087.44**
Approved Allocations	$0.00
BALANCE Available for Allocation	**$575,087.44**

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
	No Allocations	$0.00	$0.00	$0.00
	TOTAL	**$0.00**	**$0.00**	**$0.00**

Nevada County Transportation Commission
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MAY

NEVADA COUNTY (5807) LTF

66.49%

Cash Balance 05/01/2026	$1,317,045.19
Additions	$217,157.54
Deductions	$0.00
Cash Balance 05/31/2026	**$1,534,202.73**
Budget and Allocations	
Fund Balance 06/30/2025	$2,198,562.64
Revenue Revised Findings Reso 26-07 3/18/26	$2,404,138.00
AMOUNT TO BE ALLOCATED	**$4,602,700.64**
Approved Allocation	$3,374,078.00

DATE/ RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-18	Transit/Paratransit Operations	$3,374,078.00	N/A	$3,374,078.00	$2,490,682.56	$883,395.44
	TOTAL	**$3,374,078.00**	**$0.00**	**$3,374,078.00**	**$2,490,682.56**	**$883,395.44**

Nevada County Transportation Commission
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MAY

GRASS VALLEY (5808) LTF
13.32%

Cash Balance 05/01/2026	$29,653.71
Additions	$43,492.69
Deductions	$29,653.71
Cash Balance 05/31/2026	**$43,492.69**

Budget and Allocations

Fund Balance 06/30/2025	$75,415.39
Revenue Revised Findings Reso 26-07 3/18/26	$481,505.00
AMOUNT TO BE ALLOCATED	**$556,920.39**
Approved Allocation	$665,169.00

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-19	Transit/Paratransit Operations	$665,169.00	$392,294.12	$272,874.88

Nevada County Transportation Commission
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MAY

NEVADA CITY (5809) LTF
3.32%

Cash Balance 05/01/2026	$7,402.33
Additions	$10,856.90
Deductions	$7,402.33
Cash Balance 05/31/2026	**$10,856.90**

Budget and Allocations

Fund Balance 06/30/2025	$19,144.01
Revenue Revised Findings Reso 26-07 3/18/26	$120,196.00
AMOUNT TO BE ALLOCATED	**$139,340.01**
Approved Allocation	$165,690.00

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 Reso 25-20	Transit/Paratransit Operations	$165,690.00	$98,245.13	$67,444.87

MAY

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 05/01/2026	$133,847.82
Additions	$17,189.41
Deductions	$0.00
Cash Balance 05/31/2026	**$151,037.23**

Budget and Allocations

Fund Balance 06/30/2025	$258,950.72
Revenue Revised Findings Reso 26-07 3/18/26	$190,303.00
AMOUNT TO BE ALLOCATED	**$449,253.72**
Approved Allocation	$427,480.00

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-18	Nevada County Paratransit Operations	$355,055.00	$227,662.03	$127,392.97
07/09/25 25-21	Truckee Paratransit Operations	$72,425.00	$25,335.37	$47,089.63
	TOTAL	**$427,480.00**	**$252,997.40**	**$174,482.60**

Nevada County Transportation Commission
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MAY

NCTC Administration & Planning (6327)

Cash Balance 05/01/2026	$644,374.47
Additions	$74,644.09
Deductions	$156,865.18
Cash Balance 05/31/2026	**$562,153.38**
BUDGET: Estimated Revenue & Allocations	
Fund Balance 06/30/2025	$624,602.74
Estimated Revenue	$2,433,702.97
AVAILABLE FOR ALLOCATION	**$3,058,305.71**
Total of Approved Allocations	$2,433,702.97
BALANCE AVAILABLE FOR ALLOCATION	**$624,602.74**

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	**General Services**				
	NCTC Staff	**$294,741.24**	$213,878.72	**$80,862.52**	**72.56%**
	Indirect	**$51,304.14**	$34,046.37	**$17,257.77**	**66.36%**
	Consultant Human Resources	**$6,000.00**	$4,700.00	**$1,300.00**	**78.33%**
	Intergovernmental Advocacy	**$52,000.00**	$40,000.00	**$12,000.00**	**76.92%**
1.2	**Fiscal Administration**				
	NCTC Staff	**$358,943.94**	$213,186.29	**$145,757.65**	**59.39%**
	Indirect	**$62,479.58**	$31,671.92	**$30,807.66**	**50.69%**
	Fiscal Audit	**$65,050.00**	$0.00	**$65,050.00**	**0.00%**
2.1	**Transportation Planning**				
	NCTC Staff	**$62,358.31**	$64,629.15	**($2,270.84)**	**103.64%**
	Indirect	**$11,860.21**	$8,360.54	**$3,499.67**	**70.49%**
	Transportation Engineering	**$43,282.23**	$0.00	**$43,282.23**	**0.00%**
	Local Agency	**$30,000.00**	$11,205.82	**$18,794.18**	**37.35%**
	Traffic Counts	**$10,000.00**	$1,644.07	**$8,355.93**	**16.44%**
2.1.1	**Regional Transportation Plan Update**				
	NCTC Staff	**$5,778.37**	$2,109.56	**$3,668.81**	**36.51%**
	Consultant	**$17,406.95**	$17,406.95	**$0.00**	**100.00%**
2.2	**Transportation Improvement Program**				
	NCTC Staff	**$82,970.62**	$71,608.64	**$11,361.98**	**86.31%**
	Indirect	**$14,442.28**	$8,220.52	**$6,221.76**	**56.92%**
2.3	**Transit & Paratransit Programs**				
	NCTC Staff	**$55,368.51**	$50,615.81	**$4,752.70**	**91.42%**
	Indirect	**$18,189.85**	$8,384.79	**$9,805.06**	**46.10%**
2.3.4	**Reenvisioning Transit Western Nev County**				
	NCTC Staff	**$39,229.50**	$19,394.70	**$19,834.80**	**49.44%**
	Consultant	**$170,000.00**	$104,974.67	**$65,025.33**	**61.75%**
2.3.5	**SB125 Transit Planning & Admin**				
	NCTC Staff	**$9,902.31**	$5,330.03	**$4,572.28**	**53.83%**
	Consultant	**$100,000.00**	$0.00	**$100,000.00**	**0.00%**
2.4	**Coordination of Regional Planning**				
	NCTC Staff	**$111,328.30**	$100,805.42	**$10,522.88**	**90.55%**
	Indirect	**$32,117.94**	$18,458.99	**$13,658.95**	**57.47%**
	Consultant ATP Application	**$80,000.00**	$0.00	**$80,000.00**	**0.00%**
	Statewide Local Streets & Road	**$800.00**	$0.00	**$800.00**	**0.00%**
2.4.2	**Airport Land Use Commission Planning & Reviews**				
	NCTC Staff	**$18,881.98**	$17,459.23	**$1,422.75**	**92.47%**
	Consultant	**$15,000.00**	$571.50	**$14,428.50**	**3.81%**
2.4.3	**Zion Street Mobility/School Access**				
	NCTC Staff	**$29,400.33**	$22,560.48	**$6,839.85**	**76.74%**
	Consultant	**$160,999.89**	$135,835.09	**$25,164.80**	**84.37%**
2.4.5	**RCTF Administration**				
	RCTF Chair NCTC Staff	**$24,906.29**	$24,944.07	**($37.78)**	**100.15%**
	RCTF Chair Meals/Lodging	**$12,673.79**	$1,173.10	**$11,500.69**	**9.26%**
	RCTF Chair Mileage, Fares, Pa	**$12,673.79**	$1,633.51	**$11,040.28**	**12.89%**
2.4.5a	**RCTF CALCOG Leadership**				
	Scholarships & Travel	**$33,487.87**	$7,950.00	**$25,537.87**	**23.74%**
2.4.5b	**RCTF Admin Manual & Training**				
	Consultant	**$13,240.00**	$0.00	**$13,240.00**	**0.00%**
Contingency		**$326,884.75**	$0.00	**$326,884.75**	**0.00%**
	TOTAL ALL WORK ELEMENTS	**$2,433,702.97**	**$1,242,759.94**	**$1,190,943.03**	**51.06%**

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

Nevada County Transportation Commission
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MAY

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

Cash Balance 05/01/2026	$3,217,896.76
Additions	$0.54
Deductions	$0.00
Cash Balance 05/31/2026	**$3,217,897.30**

RTMF REVENUES, INTEREST, AND EXPENDITURES
2000/01 - 2025/26

JURISDICTION	PRIOR YEARS COLLECTED/EXPENDED 2000/01 - 2024/25	CURRENT YEAR COLLECTED/EXPENDED 2025/26	TOTAL COLLECTED/ EXPENDED
Grass Valley	$2,831,423.62	$0.00	$2,831,423.62
Nevada City	$353,648.44	$0.00	$353,648.44
Nevada County	$6,463,366.92	$180,610.82	$6,643,977.74
Total	**$9,648,438.98**	**$180,610.82**	**$9,829,049.80**
Interest	$441,633.22	$76,668.63	$518,301.85
Expenditures	$7,107,736.71	$21,717.64	$7,129,454.35
TOTAL	**$2,982,335.49**	**$235,561.81**	**$3,217,897.30**

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	$1,708,637.22	$2,677,825.62	$21,717.64	$2,656,107.98
5/2/25 Reso 25-15	NCTC RTMF Administration	$7,500.00	N/A	$7,500.00	$0.00	$7,500.00
TOTAL		**$4,393,962.84**	**$1,708,637.22**	**$2,685,325.62**	**$21,717.64**	**$2,663,607.98**

Nevada County Transportation Commission
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MAY

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 05/01/2026	$6,616,786.70
Additions	$268,450.00
Deductions	$0.00
Cash Balance 05/31/2026	$6,885,236.70
Budget and Allocations	
Fund Balance 06/30/2025	$5,981,792.66
Estimated STA Revenue rev. 08/01/2025	$1,059,056.00
AMOUNT TO BE ALLOCATED	$7,040,848.66
Total Approved Allocations	$1,587,694.00
BALANCE Available for Allocation	$5,453,154.66

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/09/25 25-18	Nevada County Transit/Paratransit Services 99314			$25,769.00	$0.00	$25,769.00
07/09/25 25-18	Nevada County Transit/Paratransit Services Operations 99313			$446,800.00	$0.00	$446,800.00
01/21/26 26-01	Nevada County Transit Capital Bus Purchase 99313			$457,568.00	$0.00	$457,568.00
07/09/25 25-21	Truckee Transit/Paratransit Services 99314			$22,557.00	$0.00	$22,557.00
05/15/24 24-17 & 09/17/25 25-28	Truckee Transit Capital STA 99313 Balance Rescinded 09/17/25	$310,000.00	$301,006.16	rescinded	$0.00	$0.00
01/21/26 26-02	Truckee Transit Capital STA 99313 Bus & Railyard Mobility Phase 2	$0.00	$0.00	$635,000.00	$0.00	$635,000.00
	TOTAL	**$310,000.00**	**$301,006.16**	**$1,587,694.00**	**$0.00**	**$1,587,694.00**

Nevada County Transportation Commission
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MAY

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 05/01/2026	$1,678,984.77
Additions	$1,352,711.00
Deductions	$0.00
Cash Balance 05/31/2026	$3,031,695.77

Budget and Allocations	
Fund Balance 06/30/2025	$1,775,354.54
RSTP Revenue	$1,354,826.00
AMOUNT TO BE ALLOCATED	$3,130,180.54
Total Amount of Approved Allocations	$2,172,353.95
BALANCE Available for Allocation	$957,826.59

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
05/21/25 25-15	NCTC ATP Application Consultant	$0.00	$0.00	$80,000.00	$0.00	$80,000.00
01/21/26 26-04	NCTC RTP Update	$0.00	$0.00	$17,406.95	$0.00	$17,406.95
07/09/25 25-24	Grass Valley Annual Street Rehabilitation	$0.00	$0.00	$565,000.00	$0.00	$565,000.00
09/17/25 25-29	Nevada County 2025/26 Street Maintenance	$0.00	$0.00	$1,013,854.00	$1,013,854.00	$0.00
3/19/25 25-13	Truckee 2024/25 West River Streetscape	$496,093.00	$0.00	$496,093.00	$496,093.00	$0.00
	TOTAL	**$496,093.00**	**$0.00**	**$2,172,353.95**	**$1,509,947.00**	**$662,406.95**

Nevada County Transportation Commission
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MAY

SB 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (6500) TIRCP

Cash Balance 05/01/2026	**$5,887,212.34**
Nevada County Cash Balance 05/01/2026	$1,746,990.73
Additions	$0.00
Deductions	$0.00
Nevada County Cash Balance 05/31/2026	$1,746,990.73
Truckee Cash Balance 05/01/2026	$4,140,221.61
Additions	$0.00
Deductions	$0.00
Truckee Cash Balance 05/31/2026	$4,140,221.61
Cash Balance 05/31/2026	**$5,887,212.34**

Budget and Allocations

Fund Balance 06/30/2025	$412,097.47
Estimated TIRCP Revenue Year 2	$6,274,383.00
AMOUNT TO BE ALLOCATED	**$6,686,480.47**
Total Amount of Approved Allocations	$6,644,383.00
BALANCE (Available for Allocation)	**$42,097.47**

DATE/RESO	PROJECT	CALSTA TIRCP DISTRIBUTION #1	CALSTA TIRCP DISTRIBUTION #2 recvd 12/1/2025	CALSTA TIRCP DISTRIBUTION #3 recvd 9/29/25/25	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	$1,486,685.00	$1,221,518.00	$1,357,331.00	$1,486,685.00	$2,578,849.00	$891,727.18	$1,687,121.82
To Be Determined	Truckee Transit & Operations Facility Phase 2	$370,000.00	$2,338,203.00	$1,357,331.00	$0.00	$4,065,534.00	$0.00	$4,065,534.00
	TOTAL	**$1,856,685.00**	**$3,559,721.00**	**$2,714,662.00**	**$1,486,685.00**	**$6,644,383.00**	**$891,727.18**	**$5,752,655.82**

Nevada County Transportation Commission
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MAY

SB 125 Zero-EmissionTransit Capital Program Greenhouse Gas Reduction Fund (6501) ZETCP-GGRF

Cash Balance 05/01/2026	$15,356.54
Additions	$0.00
Deductions	$0.00
Cash Balance 05/31/2026	**$15,356.54**

Budget and Allocations

Fund Balance 06/30/2025	$197,183.63
Estimated ZETCP-GGRF Revenue Year 2	$0.00
AMOUNT TO BE ALLOCATED	**$197,183.63**
Total Amount of Approved Allocations	$189,813.12
BALANCE Available for Allocation	**$7,370.51**

DATE/RESO	PROJECT	CALSTA ZETCP-GGRF ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	$297,575.82	$107,762.70	$189,813.12	$186,128.14	$3,684.98
	TOTAL	**$297,575.82**	**$107,762.70**	**$189,813.12**	**$186,128.14**	**$3,684.98**

Nevada County Transportation Commission
Monthly Financial Report 2025/26

MAY

SB 125 Zero-EmissionTransit Capital Program Public Transportation Account (6502) ZETCP-PTA

Cash Balance 05/01/2026	**$129,005.39**
NCTC Cash Balance 05/01/2026	$126,535.95
Additions	$0.00
Deductions	$0.00
NCTC Cash Balance 05/31/2026	$126,535.95
Nevada County Cash Balance 05/01/2026	$2,470.40
Additions	$0.00
Deductions	$0.00
Nevada County Cash Balance 05/31/2026	$2,470.40
Cash Balance 05/31/2026	$129,005.39
Budget and Allocations	$0.00
Fund Balance 06/30/2025	$125,792.20
Estimated ZETCP-PTA Revenue Year 2	$0.00
AMOUNT TO BE ALLOCATED	**$125,792.20**
Total Amount of Approved Allocations	$120,080.34
BALANCE (Available for Allocation)	**$5,711.86**

DATE/RESO	PROJECT	CALSTA ZETCP-PTA ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
03/19/25 25-11	NCTC Admin - 3 Years	$123,336.00	$3,255.66	$120,080.34	$0.00	$120,080.34
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	$133,646.18	$133,646.18	$0.00	$0.00	$0.00
	TOTAL	**$256,982.18**	**$136,901.84**	**$120,080.34**	**$0.00**	**$120,080.34**

MINUTES OF NCTC MEETING
May 20, 2026

A regular meeting of the Nevada County Transportation Commission (NCTC) was held on Wednesday, May 20, 2026, in the Grass Valley City Hall Council Chambers, 125 E. Main Street, Grass Valley, California, scheduled for 10:00 a.m. Notice of the meeting was posted 72 hours in advance.

Members Present: Lou Ceci
Susan Hoek
Tom Ivy
Duane Strawser
Robb Tucker
Jan Zabriskie

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

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

Pledge of Allegiance, Roll Call

PUBLIC COMMENT: There was no public comment.

CONSENT ITEMS

1. Financial Reports
January, February, March 2026

2. NCTC Minutes
March 18, 2026 NCTC Meeting Minutes

3. Revised Findings of Apportionment for FY 2026/27
Resolution 26-12

4. Federal Fiscal Year 2025/26 Regional Surface Transportation Program Apportionment for Fiscal Year 2026/27 Bid Targets
Bid Target table approved

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

ACTION ITEMS

5. Final FY 2026/27 Overall Work Program
Resolution 26-13

The Commission approved the Final FY 2026/27 Overall Work Program, which incorporated comments from Caltrans, Nevada County, and the Town of Truckee. The Final OWP includes the update of the Nevada County Active Transportation Plan, as well as $50,000 in planning funds for Town of Truckee’s Active Transportation Plan.

A concern was raised about growing congestion along Brunswick Road, suggesting a corridor-level planning study. Executive Director Mike Woodman agreed that proactive planning would be beneficial and offered to explore grant opportunities.

In response to a request for updates, Executive Director Mike Woodman reported on ongoing work with Caltrans regarding rural VMT methodologies, including legislative efforts such as AB 2059, which would exempt rural evacuation projects from VMT mitigation. Regarding airport land use, Mike stated that recent project reviews were deemed compatible with the land use compatibility plan. Concerning congestion at the Donner Pass Road interchange, Mike stated that he could coordinate with Truckee and Caltrans on the issue and that the OWP’s regional coordination tasks are broad enough to support NCTC involvement.

ACTION: Approved Resolution 26-13 by roll call vote
MOTION: Ceci / SECOND: Ivy
AYES: Ceci, Hoek, Ivy, Strawser, Tucker, Zabriskie
NOES: None
ABSENT: None
ABSTAIN: None

6. Bryce Consulting Compensation Survey
Resolution 26-14

Shellie Anderson of Bryce Consulting presented findings and recommendations from a compensation study conducted in accordance with NCTC's 2016 compensation policy, which calls for a survey approximately every five years. Eight comparable agencies were surveyed. The study evaluated total compensation, including base pay, deferred compensation, auto and cell allowances, and insurance. Anderson reported that NCTC falls behind the market on total compensation primarily because health insurance contributions have not increased since 2015, while health insurance rates have risen 85% over that period. Anderson recommended increasing the health contribution based on the Silver PPO plan, with 100% for the employee and 75% for dependents, and setting total compensation 5% above market to account for NCTC's lack of a CalPERS defined benefit retirement plan.

Commissioners discussed the inclusion of Placer County in the comparison group due to its larger size and budget. Anderson recalculated figures without Placer County, showing that NCTC would be slightly above market in total compensation rather than 9.41% below market. Executive Director Mike Woodman noted that employees on the family health plan pay approximately $1,700 out of pocket per month, and commissioners acknowledged that the health insurance gap was a significant concern. Mike confirmed that the current budget can accommodate the recommended increases. The Commission voted 4–2 to adopt Resolution 26-14 as recommended.

ACTION: Approved Resolution 26-14 by roll call vote
MOTION: Zabriskie / SECOND: Ceci
AYES: Ceci, Hoek, Strawser, Zabriskie
NOES: Ivy, Tucker
ABSENT: None
ABSTAIN: None

7. Congestion Mitigation and Air Quality Improvement Program and Carbon Reduction Program Project Funding Recommendations for FFY 2025/26
Resolution 26-15

Deputy Executive Director Aaron Hoyt presented CMAQ funding recommendations for FY 2025/26. Aaron explained that CMAQ funds are available to Western Nevada County only due to federal ozone non-attainment status, while Carbon Reduction Program funds are available countywide. A joint call for projects was issued May 1 for approximately $2.5 million. Four CMAQ projects totaling $823,165 were recommended: the Rough and Ready Highway/Ridge Road/Adam Avenue intersection, the Searls Avenue sidewalk project, the SR 174/49/20 roundabout/ATP safety project, and SR 49 video detection. A remaining CMAQ balance of $1.37 million will be loaned to another RTPA or MPO for use this fiscal year.

For the Carbon Reduction Program, $341,000 was recommended for the SR 49 Multimodal Corridor Improvement Project. The Commission unanimously approved Resolution 26-15, and the Executive Director was authorized to negotiate a loan agreement for remaining CMAQ funds with another RTPA or MPO.

ACTION: Approved Resolution 26-15 by roll call vote
MOTION: Ceci / SECOND: Ivy
AYES: Ceci, Hoek, Ivy, Strawser, Tucker, Zabriskie
NOES: None
ABSENT: None
ABSTAIN: None

INFORMATIONAL ITEMS

8. Project Status Report

Sam Vandell, Caltrans District 3 Project Manager for Nevada County, was not present, however his written report was provided. No commissioners raised specific questions.

9. Executive Director's Report

Executive Director Mike Woodman provided an overview on several projects and community engagement activities.

NCTC and Caltrans presented updates on SR 49 projects at a community forum to provide project information and respond to public questions.

A final public workshop for the Zion/Sacramento Street Mobility Project was held April 2 at the Miners Foundry. Business owners and residents expressed concerns about parking loss. The project team revised designs to preserve parking and is coordinating with the school district. Nevada City Council authorized NCTC to submit an ATP Cycle 8 application.

Updated cost estimates for the SR 49 Multimodal Corridor Project revealed a $5 million shortfall. To stay within budget and address community concerns, the project removed the roundabout at Maidu Avenue, and the left-turn pockets at Coyote Street. Pedestrian-activated crossings and trail connections will remain. The California Transportation Commission staff approved these modifications.

Commissioners discussed potential wildlife undercrossings, shoulder improvements, and future bicycle connectivity between Alta Sierra and Grass Valley. Mike confirmed that a wildlife undercrossing is planned and discussed the possibility of a future pedestrian and bicycle undercrossing at an estimated cost of $5 million. He agreed to schedule a meeting with Caltrans representatives to review plans. Mike also noted that the update to the Nevada County Active Transportation Plan could incorporate potential trail connections. Commissioner Zabriskie commended NCTC for its responsiveness to community input on both the SR 49 Multimodal Corridor project and the Zion Street project.

10. Correspondence

A. Katherine Thompson, President, Sierra Express Bicycle Club of Nevada County, Vision and Goals for Safer Bicycling in Nevada County, File 71.0, 3/27/2026

B. Michael Woodman, Executive Director, Nevada County Transportation Commission, AB 2059 (Wilson): California Environmental Quality Act: transportation impacts: vehicle miles traveled: mitigation – As amended on April 22, 2026 – SUPPORT, File 570.0, 4/28/2026

C. Michael Woodman, Executive Director, Nevada County Transportation Commission, AB 2168 (Wicks) – Active Transportation Program: guidelines – As amended on March 16, 2026 – OPPOSE UNLESS AMENDED, File 570.0, 4/9/2026

D. Michael Woodman, Executive Director, Nevada County Transportation Commission, SB 1423 (Stern): Transportation funding: State Transportation Improvement Program: Active Transportation Program – As amended on March 25, 2026 – OPPOSE, File 570.0, 4/9/2026

E. Malia M. Cohen, California State Controller, Fiscal Year 2025-26 Third Quarter State of Good Repair Program Allocation, File 370.2.1, 5/11/2026

F. Malia M. Cohen, California State Controller, Fiscal Year 2025-26 Third Quarter State Transit Assistance Allocation, File 1370.0, 5/11/2026

The Sierra Express Bicycle Club submitted a letter requesting an opportunity to present their vision and goals for cycling in Nevada County at the July NCTC meeting.

Executive Director Mike Woodman highlighted several legislative position letters aligned with NCTC's legislative platform, including support for AB 2059, which would exempt rural projects from VMT mitigation when focused on safety or evacuation. NCTC opposed AB 2168, which would make changes to Active Transportation Program guidelines that would not prioritize regional needs, and SB 1423, which would place constraints on State Transportation Improvement Program funding. Mike noted the importance of maintaining flexibility in efforts to secure funding for local projects.

COMMISSION ANNOUNCEMENTS: Commissioner Lou Ceci announced his retirement effective June 30 and expressed appreciation for his time on the Commission and for the professionalism of NCTC staff. Commissioners also discussed the future of transportation funding in California, including the status of a potential transition from gas taxes to mileage-based user fees, a topic that is scheduled to be addressed in a presentation by NCTC's state advocate at the July meeting.

Staff will provide alternative travel route information for the July 15, 2026 meeting in Truckee due to construction on Highway 20.

SCHEDULE FOR NEXT MEETING: The next regular meeting of the NCTC has been scheduled for July 15, 2026, at 10:00 a.m. at the Town of Truckee Council Chambers.

ADJOURNMENT OF MEETING: The meeting was adjourned at 11:30 a.m.

Respectfully submitted by: ______________________________________
Carol Lynn, Administrative Assistant

Approved on: __________________________

By: _________________________________
Robb Tucker, Chair
Nevada County Transportation Commission

RESOLUTION 26-16
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION

TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO NEVADA COUNTY FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2026/27

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**	6730(a) 6731(b)	$6,615,897	$23,256
Transit/Paratransit Operations **STA 99313**	6730(a) 6731(b)		$164,973
Transit/Paratransit Operations **CTS**	99275 (a)		$172,943
Transit/Paratransit Operations **LTF**	99260(a), 99400(c)(d)		$3,589,672
TOTAL			**$3,950,843**

WHEREAS, the STA estimated revenue under Public Utilities Code (PUC) Section 99314 for FY 2026/27 available for allocation to Nevada County is $23,256; 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 $164,973; 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 2026/27 Resolution 26-12 estimates that $183,218 of LTF has been designated for CTS purposes, and Nevada County's bid target is $152,266 plus estimated carryover as of May 31, 2026 of $20,677 for a total CTS bid target of $172,943; and

WHEREAS, Nevada County has requested an allocation of $172,943 from the FY 2026/27 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

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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 *Sectio*ns 99155 and 99155.5 of the Public Utilities Code; and

WHEREAS, the Revised Findings of Apportionment for FY2026/27 Resolution 26-12 estimates that there is $2,316,365 of LTF available for allocation to Nevada County, plus $1,273,307 estimated LTF carryover as of May 31, 2026 for a total LTF allocation of $3,589,672 under PUC Section 99260(a) and 99400(c)(d); 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 2026/27; and

WHEREAS, Nevada County Transportation Commission has determined that Nevada County's Maximum TDA Eligibility for transit/paratransit operations during FY 2026/27 is $4,527,523; and

WHEREAS, the Nevada County combined total LTF and STA claim for FY 2026/27 is $4,527,523; and

WHEREAS, the City of Grass Valley will claim $460,912 of LTF for FY 2026/27 and the City of Nevada City will claim $115,768 of LTF for FY 2026/27 in addition to Nevada County's claim for $3,950,843, for a combined total amount claimed of $4,527,523 for FY 2026/27, 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 2024/25 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 area-wide 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."

WHEREAS, CCR 6664 states: "*No allocation shall be made to any claimant that is delinquent in its submission of a fiscal and compliance audit report,*" therefore payments of TDA funds will be withheld from the date that delinquency of submission begins until the final TDA Fiscal and Compliance audit during that claim period has been received by the State Controllers Office and Caltrans;

NOW, THEREFORE, BE IT RESOLVED, that Nevada County is allocated $23,256 of STA 99314 funds and $164,973 of STA 99313 funds as authorized by California Code of Regulations (CCR) 6730(a) and 6731(b) for support of transit/paratransit operations during FY 2026/27.

BE IT FURTHER RESOLVED, that Nevada County is allocated $172,943 of LTF for CTS as authorized by PUC Section 99275(a) to support transit/paratransit operations during FY 2026/27.

BE IT FURTHER RESOLVED that Nevada County is allocated $4,527,523 of LTF as authorized under PUC Section 99260(a) and 99400(c)(d) for transit/paratransit operations during FY 2026/27.

BE IT FURTHER RESOLVED, that full payment of these FY 2026/27 allocations is contingent upon completion of the FY 2024/25 Fiscal Audit. In the event that Unearned Revenue for FY 2024/25 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 and certification from the Department of the California Highway Patrol indicating that the operator is in compliance with Section 1808.1 of the Vehicle Code.

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, in recognition of the impact of Federal revenue on a claimant's eligibility for TDA funds, Nevada County Transportation Commission is to be notified by Nevada County within 30 days of receipt of Federal revenues budgeted for transit operations.

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 15, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

______________________________	Attest: ______________________________
Robb Tucker, Chair	Dale D. Sayles
Nevada County Transportation Commission	Administrative Services Officer

State of California
COUNTY OF NEVADA

GINA WILL – Auditor-Controller

Auditor-Controller
950 Maidu Avenue
Nevada City CA 95959

(530) 265-1244
Fax: (530) 265-9843
Email: auditor.controller@co.nevada.ca.us

July 7, 2026

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 2026-27 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. A certification by the California Highway Patrol is scheduled for August 4, 2026 to verify the Transit Service Division's compliance with Section 1808.1 of the Vehicle Code and will be transmitted upon completion to as a condition of the TDA Claim Allocation.
4. The attached documentation depicts the Transit Service Division's revenues and expenditures for Fiscal Year 2024-25 to date as recorded by the County's financial accounting system.

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

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

Operating costs as budgeted FY 2026-27			A	**$6,615,897**
		Less: FY2025-26 Beginning unearned revenue balance	B	$ (851,139)
		Fare revenues anticipated in FY 2026-27	C	$ (333,000)
		NOTE Local support per Sec. 6633.2 (ratio of fare revenue to operating costs)*		
		Low Carbon Transit Operations Program	D	$ (94,282)
		Federal assistance (5311) anticipated in FY 2026-27	E	$ (715,053)
		Other revenues anticipated in FY 2026/27	F	$ (90,400)
		NOTE: $87,550 (Placer) +$1,850 (ads/misc) +$1,000 (charters)		
		Interest		$ (4,500)
Maximum TDA eligibility for FY 2026-27				**$4,527,523**
Capital Purchase costs as budgeted FY 2026-27				**$4,282,182**
State grant (SB125)				$ (2,228,514)
FTA 5311 (Fleet Replacement)				$ (2,053,668)
				$0
Maximum eligibility for FY 2026-27				**$4,527,523**

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
David Garcia, Public Works Director

July 7, 2026

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

SUBJECT: Fiscal Year 2026-27 Claim for LTF, STA and CTS Funding

Dear Mike:

Enclosed is Nevada County's Fiscal Year 2026-27 claim for $3,589,672 in LTF funds, $172,943 in CTS funds, $164,973 in STA (99313) and $23,256 of STA (99314). The total amount of this claim is $3,950,843. The Board of Supervisors adopted Resolution No.26-325 approving the Fiscal Year 2026-27 Budget on June 16, 2026.

Per NCTC policy the County will expend $851,139 of unearned revenue currently held by the County and requests that NCTC use estimated LTF carryover balance in the amount of $1,273,307 (cell D49 of eligibility worksheet) to meet the full eligibility of $4,527,523.

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.
- Transit Services fixed route has implemented Youths Ride Free, a program offering free fares to kids ages 6 – 17 years old. This was done in partnership with the Nevada County Youth Commission.
- Purchased and installed three 300kW inground induction chargers at Tinloy Transit Center to support the use and effectiveness of the battery electric fleet.

- Continued the design and development of charging infrastructure with initial construction scheduled for Q3 2026 at NCOC to complete the full buildout of EV charging infrastructure (dependent upon the receipt of previously allocated SB125 funding).
- Continued partnership with Connecting Point/211 to develop and provide Travel Training services for the community.
- Implemented 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
Transit Services Manager

ANNUAL TRANSPORTATION/TRANSIT CLAIM FORM
Fiscal Year 2026-27

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 **$3,589,672** of LTF, **$172,943** of CTS, **$23,256** of STA (99314) and **$164,973** of STA (99313). This amount consists of **$3,950,843** 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 99314**	6730(a) 6731(b)	$6,615,897	$23,256
Transit/Paratransit Operations **STA 99313**	6730(a) 6731(b)		$164,973
Transit/Paratransit Operations **CTS**	99275 (a)		$172,943
Transit/Paratransit Operations **LTF**	99260(a) 99400(c)(d)(e)		$3,589,672
TOTAL			**$3,950,843**

The County of Nevada Department of Public Works, Transit Services Division, requests that the funds be distributed as they become available. Resolution No. 26-325 approving the budget and funding identified in this claim was approved by the Nevada County Board of Supervisors on June 14, 2026.

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

ELIZABETH NIELSEN
Accounting Technician

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: _2026-27_____ (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)**. _______ CHP Inspection Scheduled for August 4, 2026. Certification will be submitted when complete.

5. **ANNUAL FISCAL AUDIT -** Claimant agrees to follow the annual fiscal audit process established by the Nevada County Transportation Commission. _RV_____

6. **TRIENNIAL PERFORMANCE AUDIT -** Claimant agrees to make a reasonable effort to address all issues and recommendations made in the last Triennial Performance Audit. _RV_____

7. **PRODUCTIVITY IMPROVEMENT PROGRAM -** Claimant agrees to make a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244. _RV______

8. **STATE TRANSIT ASSISTANCE FOR OPERATIONS -** Claimant receiving funds pursuant to PUC 99314.6 certifies that it meets one of the efficiency standards as described in PUC 99314.6a.__RV____.

9. **STATE TRANSIT ASSISTANCE FOR OPERATION -** Claimant receiving funds pursuant to PUC 99314.5 certifies that it is not prohibited or limited from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. __RV_____

Robin Van Valkenburgh
Authorizing Signature

Robin Van Valkenburgh, Transit Services Manager
Print Name and Title

___07/07/2026__________________ Date

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

For Most Recently Completed Fiscal Year: _2024-25___________

OPERATOR PERFORMANCE TABLE

	Performance Indicator	Comments
1	Operating Cost/ Passenger Trip $ 25.51 / Trip	This is the marginal subsidy/passenger ($2,988,599/ 117,174)
2	Operating Cost/ Service Hour $ 132.74 /Hour	This is the marginal operating cost/service (revenue) hour ($2,628,788/19,804)
3	Passengers/ Service Hour 5.92 /Hour	Note-passengers per service hours have decrease in part due to the addition of service hours on route 1.
4	Passengers/ Service Mile 0.35 /Mile	
5	Service Hours/ Employee 900 Hrs/Emp	19,804 service hours/22 total employees (includes supervisors, transit manager and admin)
6	Farebox Ratio 8.4 %	This is based strictly on passenger fares and doesn't include any eligible 5311 funds.

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

Revenue Budget Detail by Account

Fiscal Year Ending June 2027

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Detail Amt	Org Code	Org Code Title
401500	TRANSPORTATION TAX	*5,016,645*	*4,604,508*	*5,388,459*	NEVADA COUNTY	2,314,635	4281910037071000	TRANSIT
					CTSA	152,314		
					RESERVE	2,921,510		
401500	TRANSPORTATION TAX	*0*	*0*	*115,000*	LFT RESERVE CLAIM: PENN VALLEY BUS STOP REPLA	100,000	4281910037072000	TRANSIT CAPITAL
					LFT RESERVE CLAIM: 30104 RD ENG	15,000		
		5,016,645	4,604,508	5,503,459				
SUB-TOTAL CLASS 0		**5,016,645**	**4,604,508**	**5,503,459**				
430100	INTEREST	*4,500*	*25,720*	*4,500*			4281910037071000	TRANSIT
		1,157	*3,521*	*0*			4283910037071000	TRANSIT LCTOP STATE GR
		5,657	29,241	4,500				
SUB-TOTAL CLASS 3		**5,657**	**29,241**	**4,500**				
440170	ST-TRANSIT ASSISTANCE	*25,769*	*0*	*23,256*	STA-CAPITAL ONLY (STA 99314)	23,256	4281910037071000	TRANSIT
		94,761	*94,761*	*222,366*	STA 99313 (LCL SH) TWO 29' LF HEAVY DUTY TRA	170,246	4281910037072000	TRANSIT CAPITAL
					STA 99313 (LOCAL SHARE 5311) TWO 30' FORD F55	52,120		
		120,530	94,761	245,622				
445090	STATE OTHER	*360,000*	*0*	*0*			4281910037071000	TRANSIT
		2,648,592	*0*	*0*			4281910037072000	TRANSIT CAPITAL
		2,648,592	*0*	*0*			4281910037073100	SB125 TIRCP
		249,520	*187,911*	*0*			4281910037073200	SB125 ZETCP
		5,906,704	187,911	0				
445200	STATE GRANT OPERATING	*153,850*	*127,582*	*94,282*	LCTOP 99313/99314 FY 25/26 CYCLE A	94,282	4283910037071000	TRANSIT LCTOP STATE GR

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Detail Amt	Org Code	Org Code Title
		153,850	127,582	94,282				
445300	STATE GRANT CAPITAL	*0*	*894,633*	*2,228,514*	SB 125 TIRCP-GF CAD/ADL	570,000	4281910037073100	SB125 TIRCP
					SB 125 TIRCP-GF NCOC PHASE 2	1,649,514		
					SB 125 TIRCP-GF UNALLOCATED FUNDS	9,000		
		0	894,633	2,228,514				
446390	FED TRANSIT ASST OPERATNG	*686,240*	*681,744*	*682,000*	FTA 5311 OPERATING GRANT	682,000	4281910037071000	TRANSIT
		686,240	681,744	682,000				
446800	FED GRANT CAPITAL	*173,755*	*279,135*	*1,716,302*	5311 CAPITAL, BUSES, PURCHASES (SEE 440170)	1,716,302	4281910037072000	TRANSIT CAPITAL
		173,755	279,135	1,716,302				
SUB-TOTAL CLASS 4		**7,041,079**	**2,265,766**	**4,966,720**				
453200	TRANSIT CONTRACT SERVICES	*85,000*	*85,000*	*87,550*	PLACER CNTY RT 5 CONTRIBUTION PROPOSED	87,550	4281910037071000	TRANSIT
		85,000	85,000	87,550				
453300	TRANSIT FARES	*280,000*	*280,000*	*280,000*	FAREBOX	280,000	4281910037071000	TRANSIT
		280,000	280,000	280,000				
453350	TRANSIT CHARTER FARES	*1,000*	*1,452*	*1,000*	CHARTER FARES	1,000	4281910037071000	TRANSIT
		1,000	1,452	1,000				
453380	PARATRANSIT FARES	*53,000*	*74,151*	*53,000*	PARATRANSIT FARES	53,000	4281910037071000	TRANSIT
		53,000	74,151	53,000				
458010	MISC CHARGES & FEES	*1,850*	*1,850*	*1,850*	ON BOARD ADVERTISING	1,850	4281910037071000	TRANSIT
		1,850	1,850	1,850				
SUB-TOTAL CLASS 5		**420,850**	**442,453**	**423,400**				
462000	OTHER REVENUES	*0*	*957*	*0*			4281910037071000	TRANSIT

Revenue Budget Detail by Account

Fiscal Year Ending June 2027

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Notes	Detail Amt	Org Code	Org Code Title
		0	957	0				
SUB-TOTAL CLASS 6		**0**	**957**	**0**				
474000	TRANSFERS IN	*155,007*	*125,553*	*94,282*	FUND 4283 LCTOP	94,282	4281910037071000	TRANSIT
		0	*5,550*	*0*			4281910037072000	TRANSIT CAPITAL
		155,007	131,103	94,282				
SUB-TOTAL CLASS 7		**155,007**	**131,103**	**94,282**				
GRAND TOTAL 91003		**12,639,238**	**7,474,028**	**10,992,361**				

Expenditure Budget Detail by Account

Fiscal Year Ending June 2027

Date: 07/02/2026

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Detail Amt	Org Code	Org Code Title
510100	PERMANENT SALARIES	*1,206,202*	*1,008,126*	*1,280,940*			4281910037071000	TRANSIT
		1,206,202	1,008,126	1,280,940				
510105	OVERTIME	*10,709*	*64,191*	*11,348*	.5 FTE OFFICE ASSISTANT II - 5 HRS	95	4281910037071000	TRANSIT
					BUS DRIVER SUPV - 40 HRS	2,379		
					BUS DRIVER SUPV - 40 HRS	2,379		
					BUS DRIVER - 10 HRS	423		
					BUS DRIVER - 10 HRS	443		
					BUS DRIVER - 10 HRS	456		
					BUS DRIVER - 10 HRS	463		
					BUS DRIVER - 10 HRS	463		
					BUS DRIVER - 10 HRS	463		
					BUS DRIVER - 10 HRS	370		
					BUS DRIVER - 10 HRS	450		
					.5 FTE BUS DRIVER - 5 HRS	93		
					.5 FTE BUS DRIVER - 5 HRS	93		
					BUS DRIVER - 10 HRS	463		
					BUS DRIVER - 10 HRS	463		
					BUS DRIVER - 10 HRS	463		
					BUS DRIVER - 10 HRS	463		
					BUS DRIVER - 10 HRS	463		
					BUS DRIVER - 10 HRS	463		
		10,709	64,191	11,348				
510120	LEAVE PAYOFF	*0*	*1,620*	*7,720*	RV - 40 ADMIN, BF - 40 CTO, CF - 60 CTO,	7,720	4281910037071000	TRANSIT
		0	1,620	7,720				
510200	TEMPORARY SALARIES	*128,966*	*61,353*	*129,275*	6 TEMP BUS DRIVERS - 960 HOURS EACH (5760	129,275	4281910037071000	TRANSIT
		128,966	61,353	129,275				
510300	RETIREMENT BENEFITS	*615,687*	*503,780*	*635,184*			4281910037071000	TRANSIT
		615,687	503,780	635,184				

Expenditure Budget Detail by Account

Fiscal Year Ending June 2027

Date: 07/02/2026

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Detail Amt	Org Code	Org Code Title
510301	OPEB - OTHER POST EMP BEN	*44,632*	*31,391*	*47,395*			4281910037071000	TRANSIT
		44,632	31,391	47,395				
510400	HEALTH INS	*249,606*	*216,465*	*281,377*			4281910037071000	TRANSIT
		249,606	216,465	281,377				
510401	DENTAL INS	*12,992*	*18,024*	*18,667*			4281910037071000	TRANSIT
		12,992	18,024	18,667				
510402	VISION INS	*3,630*	*4,988*	*4,975*			4281910037071000	TRANSIT
		3,630	4,988	4,975				
510403	UNEMPLOYMENT INS	*7,614*	*3,678*	*0*			4281910037071000	TRANSIT
		7,614	3,678	0				
510500	WORKER'S COMP INSURANCE	*127,229*	*135,249*	*32,639*			4281910037071000	TRANSIT
		127,229	135,249	32,639				
510600	OTHER BENEFITS	*0*	*10,851*	*1,000*	TRANSIT SERVICES MGR MGMT BENEFIT ALLOWANC	1,000	4281910037071000	TRANSIT
		0	10,851	1,000				
SUB-TOTAL CLASS 1		**2,407,267**	**2,059,716**	**2,450,520**				
520200	CLOTHING & PERSONAL	*6,000*	*3,908*	*6,000*	EMPLOYEE UNIFORMS	6,000	4281910037071000	TRANSIT
		6,000	3,908	6,000				
520310	TELEPHONE SERVICE	*9,721*	*6,144*	*10,027*	AT&T	1,705	4281910037071000	TRANSIT
					VERIZON	6,422		
					CAL NET 3	1,900		
		9,721	6,144	10,027				
520690	HOUSEHOLD EXPENSE - OTHER	*3,580*	*1,344*	*3,407*	NCOC APN SHARE	707	4281910037071000	TRANSIT
					JANITORIAL SUPPLIES BUS STOPS & MUB	1,900		
					BUS WASHING SUPPLIES	600		
					MISC (BATTRIES, KEYS, DUTY BAGS, GATE FOBS	200		
		3,580	1,344	3,407				
520700	INSURANCE	*312,163*	*390,758*	*316,488*	CAL TIP	225,516	4281910037071000	TRANSIT

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Detail Amt	Org Code	Org Code Title
					GENERAL LIABILITY (RATE SHEET)	90,972		
		312,163	390,758	316,488				
520900	MAINTENANCE EQUIPMENT	*805,713*	*805,713*	*889,416*	FLEET PROJECT COSTS - RATE SHEET	889,416	4281910037071000	TRANSIT
		805,713	805,713	889,416				
520910	MAINTENANCE - FUEL	*600*	*279*	*600*	CA DEPT OF TAX & FEES FUEL TAX QTRLY RETUR	600	4281910037071000	TRANSIT
		600	279	600				
521000	MAINT BUILDINGS & IMPROVE	*3,500*	*788*	*0*	BUILDING MAINTENANCE AND IMPROVEMENTS -NOT	3,500	4281910037071000	TRANSIT
		3,500	788	0				
521200	MEMBERSHIPS	*3,000*	*2,880*	*3,380*	CALACT	880	4281910037071000	TRANSIT
					CALIF. TRANSIT ASSOC. (CTA)	2,500		
		3,000	2,880	3,380				
521410	OFFICE EXPENSE - OTHER	*7,300*	*3,090*	*7,300*	OFFICE SUPPLIES	5,000	4281910037071000	TRANSIT
					PASS/TRANSFER/POSTER PRINTING	2,300		
		7,300	3,090	7,300				
521420	POSTAGE	*50*	*0*	*0*			4281910037071000	TRANSIT
		50	0	0				
521470	SOFTWARE/LICENSES <$5000	*0*	*0*	*4,500*	IS PO51366 WITH CVH NETWORKS YR 2 OF 3	4,500	4281910037071000	TRANSIT
		0	0	4,500				
521474	SOFTWARE SUBSCRIPTIONS	*55,547*	*44,528*	*40,584*	SWIFTLY	26,864	4281910037071000	TRANSIT
					SAMSARA	6,060		
					BUFFER	6,680		
					ZOOM	980		
		55,547	44,528	40,584				
521475	SOFTWARE MAINTENANCE	*5,770*	*27,099*	*26,010*	TRILLIUM-OPTIBUS GTFS DATA MAINT	6,060	4281910037071000	TRANSIT
					TRAPEZE SOFTWARE (ROUTEMATCH)	19,950		
		5,770	27,099	26,010				
521480	COMPUTERS & RELATED EQUIP	*7,329*	*5,961*	*1,000*	TRANSIT MANAGER NEW COUNTY CELL PHONE	1,000	4281910037071000	TRANSIT

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Detail Amt	Org Code	Org Code Title
		7,329	5,961	1,000				
521485	SOLAR ENERGY GEN & SVCS	2,251	1,689	2,463	SOLAR COSTS-RATE SHEET-RANCH	2,463	4281910037071000	TRANSIT
		2,251	1,689	2,463				
521490	CENTRAL SVC - POSTAGE CHG	1,566	2,591	1,357	CENTRAL SERV-POSTAGE RATE SHEET	1,357	4281910037071000	TRANSIT
		1,566	2,591	1,357				
521492	CENTRAL SVC - COPIER CHGS	2,950	2,607	2,950	CENTRAL SERVICES COPIER-APPROX. (NOT ON RA	2,950	4281910037071000	TRANSIT
		2,950	2,607	2,950				
521520	PROFESSIONAL SERVICE	1,914,401	1,572,460	1,937,697	ST CONTROLLER AUDIT	2,790	4281910037071000	TRANSIT
					PHYSICALS, SNMH	5,550		
					MISC	2,800		
					PARATRANSIT CONTRACT RESO 25-486 (YR 5)	1,907,640		
					SECURE SCREENINGS (FINGERPRINTS)	590		
					3FOLD MARKETING (ROLLING CONTRACT)	18,327		
521520	PROFESSIONAL SERVICE	76,254	76,254	9,000	CONSTRUCTION CONTRACTS	9,000	4281910037073100	SB125 TIRCP
		1,990,655	1,648,714	1,946,697				
521600	PUBLICATIONS AND LEGAL	1,000	0	1,000	PUBLIC HEARING NOTICES	1,000	4281910037071000	TRANSIT
		1,000	0	1,000				
521700	RENTS & LEASES-EQUIPMENT	8,001	8,001	8,212	BANNER RADIO SVC AGREEMENT (+3.0% CPI)	7,212	4281910037071000	TRANSIT
					MISC. RADIO MIKES ETC.	1,000		
		8,001	8,001	8,212				
521900	SMALL TOOLS & INSTRUMENTS	800	0	800	SMALL TOOLS/ITEMS FOR MUB & BUSES	800	4281910037071000	TRANSIT
		800	0	800				
522090	SPEC DEPT EXPENSE - OTHER	10,000	27,720	37,100	RIDER GUIDES (MAPPING, PRINTING ETC.)	10,000	4281910037071000	TRANSIT
					SPECIAL ADS / MARKETING	20,000		
					ADS IN NEWSPAPER	1,500		
					PRINTING POSTERS/FLYERS ETC. (NOT PASSES)	5,600		
		10,000	27,720	37,100				
522120	JOB PROFICIENCY TRAINING	0	9,201	0			4281910037071000	TRANSIT

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Detail Amt	Org Code	Org Code Title
		0	9,201	0				
522180	COLLEGE TUITION	*0*	*5,490*	*0*			4281910037071000	TRANSIT
		0	5,490	0				
522210	VEHICLE RENTAL	*6,000*	*1,616*	*6,000*	ELECTRIC CAR-SPARE VAN-FLEET RATE	6,000	4281910037071000	TRANSIT
		6,000	1,616	6,000				
522271	TRAVEL - TRAINING	*8,000*	*8,178*	*10,000*	CAL-ACT/CAL-TIP/CTA CONFERENCES & FLEET ST	10,000	4281910037071000	TRANSIT
		8,000	8,178	10,000				
522290	OTHER TRANSPORTN & TRAVEL	*5,668*	*0*	*0*			4281910037071000	TRANSIT
		5,668	0	0				
522400	UTILITIES	*9,377*	*413*	*1,220*	WATER TINLOY	1,220	4281910037071000	TRANSIT
		9,377	413	1,220				
SUB-TOTAL CLASS 2		**3,266,541**	**3,008,712**	**3,326,511**				
531150	JUDGEMENTS & DAMAGES	*2,500*	*0*	*2,500*			4281910037071000	TRANSIT
		2,500	0	2,500				
538551	INTERFUND REIMBURSEMENT	*437,541*	*437,541*	*562,666*	A/C AUDIT CHARGES	532	4281910037071000	TRANSIT
					IS REMOTE	5,800		
					20707 CDA ADMIN	427,851		
					ON BILL FINANCING (SOLAR)	1,295		
					30101 ROAD ADMIN SWPPP SVCS	2,259		
					30100 DPW ADMIN	48,660		
					CIVIC PLUS WEBSITE HEADER	1,700		
					WORKDAY USER ACCOUNTS	26,069		
					30100 ROAD ADMIN	48,500		
		437,541	437,541	562,666				
538564	IS TELEPHONE SVCS	*4,320*	*4,320*	*4,200*	RATE SHEET	4,200	4281910037071000	TRANSIT
		4,320	4,320	4,200				
538565	IS SVCS	*29,964*	*44,946*	*42,194*	IS NETWORK RATE SHEET	36,474	4281910037071000	TRANSIT
					ADDITIONAL 40 HRS FOR NEW SOFTWARE ETC. FY	5,720		

Expenditure Budget Detail by Account

Fiscal Year Ending June 2027

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Detail Amt	Org Code	Org Code Title
		29,964	44,946	42,194				
538566	FACILITIES MGMT SVCS	*5,000*	*5,000*	*5,000*	MISC MAINTENANCE NCOC & TINLOY TRANSFER CE	5,000	4281910037071000	TRANSIT
		0	*1,783*	*0*			4281910037073200	SB125 ZETCP
		5,000	6,783	5,000				
538567	IS PROGRAMMER SVCS	*6,040*	*6,040*	*6,120*	IS DISCRETIONARY (40 HRS APPLICATION SVCS)	6,120	4281910037071000	TRANSIT
		6,040	6,040	6,120				
539500	COST PLAN SRV A-87	*433,092*	*433,092*	*223,916*			4281910037071000	TRANSIT
		433,092	433,092	223,916				
SUB-TOTAL CLASS 3		**918,457**	**932,722**	**846,596**				
540300	BLDG STRUCTURES-IMPROVEMT	*0*	*287*	*0*			4281910037071000	TRANSIT
		94,761	*94,761*	*115,000*	PENN VALLEY BUS STOP REPLACE--STA CAPITAL	100,000	4281910037072000	TRANSIT CAPITAL
					30104 RD ENG	15,000		
540300	BLDG STRUCTURES-IMPROVEMT	*76,255*	*0*	*0*			4281910037073100	SB125 TIRCP
		171,016	95,048	115,000				
540500	AUTOMOTIVE EQUIPMENT	*0*	*68,674*	*0*			4281910037071000	TRANSIT
		173,755	*173,755*	*1,938,667*	TWO 30' FORD F550 CUTAWAY BUSES	454,410	4281910037072000	TRANSIT CAPITAL
					TWO 29' GILLIG LF HEAVY DUTY BUSES	1,484,257		
		173,755	242,429	1,938,667				
540600	OTHER EQUIPMENT	*2,496,083*	*818,379*	*2,219,514*	FIXED ROUTE CAD/AVL	570,000	4281910037073100	SB125 TIRCP
					NCOC PH2 EVCS	1,594,514		
					30104 ROAD ENG EVCS NCOC	55,000		
540600	OTHER EQUIPMENT	*249,520*	*186,128*	*0*			4281910037073200	SB125 ZETCP
		2,745,603	1,004,507	2,219,514				
SUB-TOTAL CLASS 4		**3,090,374**	**1,341,984**	**4,273,181**				
550700	TRANSFERS OUT	*155,007*	*131,103*	*94,282*	4281-91003 LCTOP REIMB 4281	94,282	4283910037071000	TRANSIT LCTOP STATE GR
		155,007	131,103	94,282				
SUB-TOTAL CLASS 5		**155,007**	**131,103**	**94,282**				

Expenditure Budget Detail by Account

Fiscal Year Ending June 2027

Account	Account Title	Cur Year Budget	Cur Year Estimated	New Year Request	Note	Detail Amt	Org Code	Org Code Title
GRAND TOTAL 91003		**9,837,646**	**7,474,237**	**10,991,090**				

RESOLUTION No. 26-325

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ADOPTING THE NEVADA COUNTY FISCAL YEAR 2026/27 BUDGET, TOTALING $466,532,095 (4/5 AFFIRMATIVE VOTE REQUIRED)

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 2026/27 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 $466,532,095, from revenues of $437,356,547, and fund balances of various funds of $29,193,231; 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 Supervisors direction, by service budget unit, which is summarized below and presented in more complete detail in the Nevada County Fiscal Year 2026/27 Adopted Budget.

Revenues	
Taxes	$84,773,664
Licenses, Permits & Franchises	$6,291,389
Fines, Forfeitures, & Penalties	$4,733,881
Use of Money & Property	$14,202,068
Federal/State Intergovernmental	$222,695,881
Charges for Services	$30,144,674
Miscellaneous Revenues	$9,363,908
Other Financing Sources	$65,151,082
Special Revenue	$0
Total Revenues	$437,356,547
Total Sources	$466,532,095
Expenses	
Salaries & Benefits	$173,445,048
Services & Supplies	$149,282,667
Other Charges	$127,423,583
Capital Assets	$54,776,863
Other Financing Uses	$66,743,493
Interfund Activity	($105,239,559)
Contingency	$100,000
Total Expenses	$466,532,095

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors hereby adopts the budget dated June 16, 2026, for the operations and maintenance of the County of Nevada, for the Fiscal Year ending June 30, 2027, 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 16th day of June 2026, by the following vote of said Board:

Ayes:	Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
Noes:	None.
Absent:	None.
Abstain	None.
Recuse:	None.

ATTEST:

LAURIANA CECCHI
Interim Clerk of the Board of Supervisors

By: Lauriana Cecchi

Lisa Swarthout

Lisa Swarthout, Chair

	B	C	D	E	F
1	**NEVADA COUNTY FY 26/27 MAXIMUM TDA ELIGIBILITY & CLAIM**				
2	**7/7/2026**				
3	**MAXIMUM TDA ELIGIBILITY**				
4	Operating Cost as budgeted	$ 6,615,897			
5	Less Fare Revenues anticipated	$ (333,000)	Farebox $280000 + Paratransit $53000		
6	Less Other Revenues anticipated	$ (94,900)	Other $1850 misc/ads+$4500 int + Placer $87550 + $1000 Charter Fare		
7	Less FTA Section 5311 to be received in FY 26/27	$ (715,053)	FFY 2026		
8	Less State Other	$ -	Rebates and credits for Tinloy chargers if applicable, otherwise delete n		
9	Less LCTOP (Operating)	$ (94,282)	Free Fares Transfer In		
10	Less Unearned Revenue (cash) as of **6/30/2025**	$ (851,139)	FY24/25 TDA audit		
11	**Maximum TDA Eligibility**	**$ 4,527,523**	Auditor Controller letter		
21					
22	**Nevada County LTF CASH CARRYOVER HELD BY NCTC**				
23	**25/26** LTF Cash held by NCTC 5/31/26		$ 650,807		
24	**25/26** LTF Estimated Revenue April, May & June		$ 622,499		
25	**25/26** Estimated Cash Carryover held by NCTC at Year End		**$ 1,273,307**	D23+D24	
26					
27	**CTS Estimated Bid Target**				
28	25/26 CTS Cash held by NCTC Less Allocation Balance 05/31/26		$ (20,221)		
29	**25/26** CTS Estimated Revenue April, May & June		$ 40,898		
30	**26/27** CTS Apportionment Revised Findings Reso 26-12		$ 152,266	from E-1	
31	**26/27** Estimated CTS Bid Target		**$ 172,943**	=D28:D30	
33					
34	**STA 99313 CALCULATION**				
35	**Calculation to Determine if Unearned Revenue, LTF Carryover, and LTF Current Year Apportionment are 100% Expended**				
36	Maximum TDA Eligibility		$ 4,527,523	C11	
37	**Less 26/27** LTF Apportionment Revised Findings Reso 26-12, E-1		$ (2,316,365)		
38	**Less 25/26** LTF estimated Cash Carryover held by NCTC, available for 26/27		$ (1,273,307)	D25 x -1	
39	**Less 26/27** Grass Valley LTF Apportionment Revised Findings Reso 26-12, E-1		$ (460,912)		
40	**Less 25/26** Grass Valley LTF Q4 + Carryover estimate		$ -		
41	**Less 26/27** Nevada City LTF Apportionment Revised Findings Reso 26-12, E-1		$ (115,768)		
42	**Less 25/26** Nevada City LTF Q4 + Carryover estimate		$ -		
43	**Less 26/27** Estimated CTS Bid Target		$ (172,943)	D31 x -1	
44	**Less 26/27** STA PUC 99314 State Controller's Office 1/31/26		$ (23,256)		
45	**26/27** STA PUC 99313 Claimable (positive) OR LTF Carryover held by NCTC (negative)		**$ 164,973**	Negative = not eligible for 99313	
46					
47	**TRANSIT REVENUES VS TDA ELIGIBILITY**				
48	**26/27** LTF Apportionment Revised Findings Reso 26-12, E-1		$ 2,316,365	D37 x -1	
49	**25/26** LTF estimated Cash Carryover needed to meet eligibility		$ 1,273,307	D38 x -1	
50	**26/27** Grass Valley LTF Apportionment Revised Findings Reso 26-12		$ 460,912	D39 x -1	
51	**25/26** Grass Valley LTF Estimated Cash Carryover		$ -	D40 x -1	
52	**26/27** Nevada City LTF Apportionment Revised Findings Reso 26-12		$ 115,768	D41 x -1	
53	**25/26** Nevada City LTF Estimated Cash Carryover		$ -	D42 x -1	
54	**26/27** CTS Bid Target		$ 172,943	D43 x -1	
55	**26/27** STA PUC 99314 State Controller's Office 1/31/26		$ 23,256	D44 x -1	
56	**26/27** STA PUC 99313 Claimable		$ 164,973	If D45 is negative = 0	
57	**Maximum TDA Claimable**		**$4,527,523**	C11	
58					
59	**CLAIM**				
60	**Project Title/Description**	**Authorized by TDA Sections**	**Total Project Cost**	**Amount Requested**	
61	Transit/Paratransit Operations **STA 99314**	6730(a), 6731(b)	$6,615,897	$23,256	D55
62	Transit/Paratransit Operations **STA 99313**	6730(a), 6731(b)		$164,973	D56
63	Transit/Paratransit Operations **CTS**	99275 (a)		$172,943	D54
64	Transit/Paratransit Operations **LTF**	99260(a), 99400(c)(d)		$3,589,672	D48+D49
65	**TOTAL**			**$3,950,843**	
66				**$4,527,523**	**NevCo+Ncity+GV**

RESOLUTION 26-17
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION

TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO GRASS VALLEY FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2026/27

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	99400(c)	$6,615,897	$460,912

WHEREAS, the Revised Findings of Apportionment, Resolution 26-12, adopted by the Nevada County Transportation Commission on May 20, 2026, estimates that for FY 2026/27 there is $460,912 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 May 31, 2026, the estimated LTF prior year carryover is $0, for a total of $460,912 LTF claimable, and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2026/27 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, $460,912 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 2026/27.

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 15, 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

______________________________ Attest: ______________________________

Robb Tucker, Chair
Nevada County Transportation Commission

Dale D. Sayles
Administrative Services Officer

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RESOLUTION 26-18
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION

TRANSPORTATION DEVELOPMENT ACT ALLOCATIONS TO NEVADA CITY FOR TRANSIT/PARATRANSIT SERVICES DURING FISCAL YEAR 2026/27

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)	$6,615,897	$115,768

WHEREAS, the Revised Findings of Apportionment, Resolution 26-12 adopted by the Nevada County Transportation Commission on May 20, 2026, estimates that for FY 2026/27 there is $115,768 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 May 31, 2026, the estimated LTF prior year carryover is $0, for a total of $115,768 LTF claimable, and

WHEREAS, no previous allocations of Local Transportation Funds for FY 2026/27 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, $115,768 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 2026/27.

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 15, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

______________________________ Attest: ______________________________

Robb Tucker, Chair
Nevada County Transportation Commission

Dale D. Sayles
Administrative Services Officer

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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 26-20

DATE: July 15, 2026

RECOMMENDATION: Adopt Resolution 26-20 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. The attached Subrecipient Agreements have been prepared 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 26-20
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 26-13 approved the FY 2026/27 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 15, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____________________________________ Attest: _______________________________

Robb Tucker, Chair
Nevada County Transportation Commission

Dale D. Sayles
Administrative Services Officer

FY 2026/27 SUBRECIPIENT AGREEMENT
BETWEEN THE
NEVADA COUNTY TRANSPORTATION COMMISSION
AND
NEVADA COUNTY

FOR LOCAL AGENCY PARTICIPATION IN THE REGIONAL TRANSPORTATION PLANNING PROCESS DURING FISCAL YEAR 2026/27

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2026**, by and between **NEVADA COUNTY ("Subrecipient")**, and the **NEVADA COUNTY TRANSPORTATION COMMMISSION ("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, 2027** 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 submit an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement. Along with the invoice subrecipient will submit **Total Hours by Month for Quarterly Reporting** (Excel worksheet) and documentation of hours worked by each staff member with hourly rate.

   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 **David Garcia**. 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:

David Garcia, Public Works Director
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, California 95959
Telephone: (530) 265-1222

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. <u>Drug-Free Certification</u>: 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

NEVADA COUNTY TRANSPORTATION COMMISSION

____
CHAIR

Exhibit A - Activity Schedule FY 2026/27

W.E. 2.1 - Regional Transportation Planning:	Budget $17,500	July	August	September	October	November	December	January	February	March	April	May	June
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 2026/27 LOCAL PARTICIPATION 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 2026/27

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2026**, by and between the **CITY OF GRASS VALLEY ("Subrecipient")**, and the **NEVADA COUNTY TRANSPORTATION COMMMISSION ("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, 2027** 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 submit an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement. Along with the invoice subrecipient will submit **Total Hours by Month for Quarterly Reporting** (Excel worksheet) and documentation of hours worked by each staff member with hourly rate.

   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. <u>Independent Contractor</u>: 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. <u>Termination</u>:

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. <u>Assignment</u>: 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. <u>Binding Agreement</u>: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

10. <u>Time</u>: 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. <u>Amendments</u>: 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. <u>Contractors and Subcontractors</u>: 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. <u>Records</u>: 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. <u>Termination of a DBE</u>: 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

NEVADA COUNTY TRANSPORTATION COMMISSION

____

CHAIR

Exhibit A - Activity Schedule FY 2026/27

W.E. 2.1 - Regional Transportation Planning:	Budget $7,500	July	August	September	October	November	December	January	February	March	April	May	June
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 2026/27 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 2026/27

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2026**, by and between the **CITY OF NEVADA CITY ("Subrecipient")**, and the **NEVADA COUNTY TRANSPORTATION COMMMISSION ("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, 2027** 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 submit an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement. Along with the invoice subrecipient will submit **Total Hours by Month for Quarterly Reporting** (Excel worksheet) and documentation of hours worked by each staff member with hourly rate.

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 **<u>Bryan McAlister</u>**. 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. <u>Successors</u>: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

17. <u>Waivers</u>: 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. <u>Litigation</u>: 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. <u>Americans with Disabilities Act (ADA) of 1990</u>: 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. <u>Compliance with Non-discrimination and Equal Employment Opportunity Laws</u>: 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 NEVADA CITY

____
Signature

NEVADA COUNTY TRANSPORTATION COMMISSION

____
CHAIR

Exhibit A - Activity Schedule FY 2026/27

W.E. 2.1 - Regional Transportation Planning:	Budget $7,500	July	August	September	October	November	December	January	February	March	April	May	June
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 2026/27 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 2026/27

THIS SUBRECIPIENT AGREEMENT is made and entered into effective **July 1, 2026**, by and between the **TOWN OF TRUCKEE (“Subrecipient”)**, and the **NEVADA COUNTY TRANSPORTATION COMMMISSION (“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, 2027** 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 submit an invoice for reimbursement pursuant to Subsection 5(b) of this Agreement. Along with the invoice subrecipient will submit **Total Hours by Month for Quarterly Reporting** (Excel worksheet) and documentation of hours worked by each staff member with hourly rate.

   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. <u>Independent Contractor</u>: 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. <u>Termination</u>:

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 **Alfred Knotts**. 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:

Alfred Knotts, Assistant Public Works Director
Town of Truckee
10183 Truckee Airport Road
Truckee, California 96161
Telephone: (530) 582-2489

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. <u>Drug-Free Certification</u>: 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. <u>Records</u>: 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. <u>Termination of a DBE</u>: 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

NEVADA COUNTY TRANSPORTATION COMMISSION

____
CHAIR

Exhibit A - Activity Schedule FY 2026/27

	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

NEVADA • COUNTY • TRANSPORTATION
NCTC
COMMISSION

MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City **Nevada County • Truckee**

File: 1430.5

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director

SUBJECT: Federal Transit Administration Section 5311 Grant Program Regional Balance Sheet and Federal Fiscal Year 2026 Program of Projects, Resolution 26-21

DATE: July 15, 2026

RECOMMENDATION: Adopt Resolution 26-21 approving the Federal Transit Administration (FTA) Section 5311 Grant Program Federal Fiscal Year (FFY) 2026 Program of Projects.

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

FTA Section 5311 provides grant funding for transit operations and capital projects and is divided between the transit operators in the region based on population. According to Caltrans, $860,409 is available to the region with $715,053 being allocated to Nevada County Connects and $145,356 being allocated to the Town of Truckee. The FTA Section 5311 Regional Balances spreadsheet and the FFY 2025 Program of Projects were prepared by NCTC staff in accordance with the information received from Caltrans.

Applications for FTA Section 5311 funds will be completed by Nevada County Transit Services Division and the Town of Truckee and submitted to Caltrans. Nevada County Transit Services Division will utilize the FTA 5311 funds to support Nevada County Connects fixed route service that connects population, commercial, and employment centers throughout western Nevada County with seven weekday routes from 5:30 AM to 8:00 PM and limited service on Saturdays from 7:15 AM to 5:30 PM and includes a regional route to Placer County. The Town of Truckee will utilize the FTA 5311 funds to support the TART Connect Microtransit service that provides the Truckee community with access to recreational, employment, shopping, educational opportunities, enrichment programs, and medical and social services. TART Connect operates from 6:30 AM to 10:00 PM seven days per week year-round, with extended hours until midnight during the summer and winter.

Resolution 26-21 authorizes the Executive Director to sign the Certifications and Assurances of the Regional Transportation Planning Agency on behalf of NCTC.

attachments

RESOLUTION 26-21
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION

APPROVING THE NEVADA COUNTY REGIONAL FEDERAL TRANSIT ADMINISTRATION SECTION 5311 PROGRAM OF PROJECTS FOR FEDERAL FISCAL YEAR 2026

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

WHEREAS, this designation requires that NCTC complete a Program of Projects allocating funds for Federal Transit Administration (FTA) Section 5311 for Federal Fiscal Year (FFY) 2026; and

WHEREAS, there are no carryover funds from the apportionment for the region for FFY 2026; and

WHEREAS, the FFY 2026 estimated apportionment for the region is $860,409; and

WHEREAS, for FFY 2026, NCTC has apportioned $715,053 to Nevada County Transit and $145,356 to the Town of Truckee; and

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

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission hereby approves the FTA Section 5311 FFY 2026 Program of Projects and the programming of FTA Section 5311 funds up to the amount of $715,053 for Nevada County Transit and $145,356 for the Town of Truckee from the regional apportionment balance.

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

1. Some combination of state, local, or private funding sources have been or will be committed to provide the required local share.

2. The subrecipient has coordinated with other transportation providers and users in the region, including social service agencies capable of purchasing service.

3. The amount requested does not exceed the federal funds provided to the agency in the approved Federal Statewide Transportation Improvement Program (FSTIP).

4. The project meets all Statewide Transportation Improvement Program (STIP) requirements.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 15, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_______________________________ Attest: _______________________________

Robb Tucker, Chair	Dale D. Sayles
Nevada County Transportation Commission	Administrative Services Officer

Program of Projects (POP)

FFY 2026

Due: August 3rd, 2026 at 2 p.m. PST

Instructions:

PART 1 – Operating Assistance

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

PART 2 – 5311 Capital (Vehicles and Preventive Maintenance)

- **PRE-AWARD AUTHORITY IS STRICTLY FORBIDDEN FOR ALL CAPITAL PURCHASES** Receiving an executed Standard Agreement (DOT-213A) is NOT procurement authorization.
- All vehicles procured with Section 5311 program funds must be ADA accessible regardless of service type (fixed route or demand-response service).
- Funding split: 11.47% Local Share and 88.53% Federal Share.
- Procurement Contract Requirement – all documents used for procuring capital projects must contain federal clauses required under FTA Circular 4220.1G and approved by DLA prior to bid release.

PART 3 – Congestion Mitigation & Air Quality (CMAQ):

- Request for transfer will be applied for directly through the District - Local Assistance District Engineer, and Headquarters' Division of Local Assistance. The 5311 Program will receive a confirmation once the transfer is completed.
- Funding split: 11.47% Local Share and 88.53% Federal Share. CMAQ may be funded up to 100% at the discretion of the Regional Planning Agency/MPO.

PART 4 – 5311(f) Operating Assistance:

- Reference Part 1

Program of Projects (POP)

FFY 2026 **Due: August 3rd, 2026 at 2 p.m. PST**

Agency Name:			
☑ **5311**	☐ **5311(f)**	☐ **CMAQ**	
Regional Contact Info:			
Regional Contact Name:	Mike Woodman	**Phone Number:**	530-265-3202
Contact Title:	Executive Director	**Date:**	07/05/2026
General Information:			
County or Region:	Nevada County	**Caltrans District:**	3

Section A: Available Funding	
Apportionment for this Cycle (Federal Share):	$ 860,409

Section B: Programming	
Operating Assistance Total:	$ 860,409
Capital Total:	$ 0
Total Programmed (Operating + Capital):	$ 860,409

CMAQ:	
CMAQ Total:	$ 0

Request for transfer will be applied for directly through the District - Local Assistance, District Engineer, and Headquarters' Division of Local Assistance. The 5311 Program will receive a confirmation once the transfer is completed.

Programming Instructions:

Statewide Transportation Improvement Program (STIP)

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

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

- **Metropolitan Planning Organizations (MPOs)** are responsible for programming projects within their jurisdiction.
- Rural Transit & Intercity Bus staff will submit **Non-MPO / Rural Transportation** organizations projects directly to the Department's Division of Financial Programming for inclusion into the FSTIP.

For further guidance see the Department's Division of Financial Programming website.

Apportioned Funds – FY2026

PART 1: Operating Assistance

Metropolitan Planning Organizations (MPOs) are responsible for sub-allocating projects within their jurisdiction:

Subrecipient	Project Description	Federal Share	Local Share (Excluding Toll Credit)	Toll Credit Amount	Net Project Cost
Nevada County	Nevada County Connects	$ 715,053	$ 5,900,844		$ 6,615,897
Town of Truckee	TART Microtransit	$ 145,356	$ 3,568,831		$ 3,714,187
Operating Assistance Funds Total:		$ 860,409	$ 9,469,675	$ 0	$ 10,330,084

PART 2: Capital (Vehicles and Preventive Maintenance)

Metropolitan Planning Organizations (MPOs) are responsible for sub-allocating projects within their jurisdiction:

Subrecipient	Project Description	Federal Share	Local Share (Excluding Toll Credit)	Toll Credit Amount	Net Project Cost
Capital Assistance Funds Total:		$0	$0	$0	$0

Non-Apportioned Funds – FY2026

PART 3: Congestion Mitigation & Air Quality (CMAQ):

Subrecipient	Project Description	Federal Share	Local Share (Excluding Toll Credit)	Toll Credit Amount	Net Project Cost
CMAQ Funds Total:		$ 0	$ 0	$ 0	$ 0

Part 4: Section 5311(f) Operating Assistance:

Subrecipient	Project Description	Federal Share	Local Share (Excluding Toll Credit)	Toll Credit Amount	Net Project Cost
Operating Assistance Funds Total:		$ 0	$ 0	$ 0	$ 0

FTA 5311 Program Apportionments

FTA 5311 FFY 2026 Estimate			
Jurisdiction	**Est. Pop.**	**Pop. %**	**Total**
Grass Valley	13,238	13.24%	
Nevada City	3,325	3.33%	
Nevada County	66,529	66.54%	
Nevada Co.Transit SVCS Subtotal*	83,092	83.11%	$715,053
Truckee	16,891	16.89%	$145,356
Total	99,983	100.00%	$860,409
Population estimates are taken from NCTC Resolution 26-12, May 20, 2026			
Amounts are taken from the FTA Section 5311 Apportionment FFY 2026 Allocation Estimate Division of Rail and Mass Transportation Grant Management Branch 06/08/2026.			
* The portion of funds available to Grass Valley and Nevada City are included with Nevada County funds, because Nevada County is the transit operator for the current Joint Powers Agreement.			

FTA Section 5311 Regional Shares of FFY 2026 Apportionment
Division of Rail and Mass Transportation
Grants Management Branch

D	County/Region	ID		FFY26 Apportionment
4	MTC		$	2,419,219
3	SACOG		$	1,186,055
10	Alpine	1	$	48,000
10	Amador	2	$	367,687
3	Butte	3	$	1,085,826
10	Calaveras	4	$	406,551
3	Colusa	5	$	219,033
1	Del Norte	6	$	267,925
3	El Dorado	7	$	800,080
6	Fresno	8	$	2,344,508
3	Glenn	9	$	275,495
1	Humboldt	10	$	1,088,378
11	Imperial	11	$	586,777
9	Inyo	12	$	196,514
6	Kern	13	$	2,232,538
6	Kings	14	$	564,698
1	Lake	15	$	588,565
2	Lassen	16	$	305,912
7	Los Angeles	17	$	650,100
6	Madera	18	$	648,614
10	Mariposa	19	$	181,478
1	Mendocino	20	$	775,533
10	Merced	21	$	860,819
2	Modoc	22	$	114,223
9	Mono	23	$	150,080
5	Monterey	24	$	944,351
3	Nevada	25	$	860,409
12	Orange	26	$	-
3	Placer	27	$	809,470
2	Plumas	28	$	202,688
8	Riverside	29	$	1,505,180
5	San Benito	30	$	557,024
8	San Bernardino	31	$	2,078,671
11	San Diego	32	$	1,117,251
10	San Joaquin	33	$	704,676
5	San Luis Obispo	34	$	823,138
5	Santa Barbara	35	$	431,686
5	Santa Cruz	36	$	303,286
2	Shasta	37	$	566,379
3	Sierra	38	$	48,000
2	Siskiyou	39	$	396,420
10	Stanislaus	40	$	736,182
2	Tehama	41	$	569,947
2	Trinity	42	$	173,349
6	Tulare	43	$	1,286,590
10	Tuolumne	44	$	488,508
7	Ventura	45	$	618,677
	TOTAL		$	33,586,490

Date Prepared: June 3, 2026

Data Source: Infrastructure Investment and Jobs Act; 2020 Census Data workbook; FTA Table 9 for FFY26

Prepared by: Eloisa Gomez

Certifications and Assurances of the MPO's and RTPA's

General Information:			
Regional Agency Name:	Nevada County Transportation Commission	**Contact Person:**	Mike Woodman
Contact Email:	mwoodman@nccn.net	**Contact Phone:**	530-265-3202
Name of Subrecipient:	Nevada County Transit Services Division	**Project Description:**	Nevada County Connects Operating Assistance (FFY 26)

Project Amount and Fund Type:

Federal Share	Local Share	Toll Credits (if any)	Total Project Cost
$ 715,053	$ 5,900,844		$ 6,615,897

Local Share Types:

Local Share Type (LTF, STA, etc.)	Amount
Local Transportation Fund	$ 5,017,490
State Transit Assistance	$ 188,229
Community Transit Services	$ 172,943
Other - Fares	$ 522,182
Total:	$ 5,900,844

Please reach out to your Liaison if you need more entries

Federal Transportation Improvement Program -		
Rural non-MPO agencies do not need to provide this information; it will be provided by the State. MPO agencies will need to provide the following FTIP information:		
FTIP #:	**FTIP Approval Date:**	**STIP Reference #:**

Certifying Representative:			
By signing below, I have read and acknowledge that my agency is in compliance with certifications and assurances as stated above.			
Name:	Mike Woodman	**Title:**	Executive Director
Signature:		**Sign Date:**	07/15/2026
Electronic signatures are accepted			

Certifications and Assurances of the MPO's and RTPA's

General Information:			
Regional Agency Name:	Nevada County Transportation Commission	**Contact Person:**	Mike Woodman
Contact Email:	mwoodman@nccn.net	**Contact Phone:**	530-265-3202
Name of Subrecipient:	Town of Truckee	**Project Description:**	TART Microtransit Operating Assistance (FFY 26)

Project Amount and Fund Type:

Federal Share	Local Share	Toll Credits (if any)	Total Project Cost
$ 145,356	$ 3,568,831		$ 3,714,187

Local Share Types:

Local Share Type (LTF, STA, etc.)	Amount
Local Transportation Fund	$ 527,579
State Transit Assistance	$ 50,808
Community Transit Services	$ 867
Other	$ 2,989,577
Total:	$ 3,568,831

Please reach out to your Liaison if you need more entries

Federal Transportation Improvement Program -		
Rural non-MPO agencies do not need to provide this information; it will be provided by the State. MPO agencies will need to provide the following FTIP information:		
FTIP #:	**FTIP Approval Date:**	**STIP Reference #:**

Certifying Representative:			
By signing below, I have read and acknowledge that my agency is in compliance with certifications and assurances as stated above.			
Name:	Mike Woodman	**Title:**	Executive Director
Signature:		**Sign Date:**	07/15/2026
Electronic signatures are accepted			

MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City **Nevada County • Truckee**

File: 1400.3

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director

SUBJECT: FY 2024/25 Fiscal and Compliance Audits, Resolution 26-22

DATE: July 15, 2026

RECOMMENDATION: Adopt Resolution 26-22 accepting the following FY 2024/25 Fiscal and Compliance Audits as complete:

- Nevada County Transportation Commission (NCTC) Audited Financial Statements, Governance Letter and Management Letter
- County of Nevada Transportation Development Act Funds
- Town of Truckee Transit Fund, Transportation Development Act Funds
- City of Grass Valley Transportation Development Act Funds

BACKGROUND: NCTC's independent auditor, Richardson & Company, LLP had no current year findings for the County of Nevada, NCTC, Grass Valley, and the Town of Truckee, and had no instances of non-compliance required to be reported under Government Auditing Standards, nor any matters considered to be material weaknesses in the fiscal audits listed above and presented in this agenda packet. The City of Nevada City had no fund activity to report in FY 2024/25. Management letters were issued that contain other recommendations that were not considered material weaknesses for the County of Nevada and NCTC.

Ingrid Sheipline, Managing Partner at Richardson & Company LLC, will present an overview of the FY 2024/25 Fiscal and Compliance Audits at the NCTC meeting on July 15, 2026.

The FY 2024/25 Fiscal and Compliance Audit reports can be viewed on our website:
https://www.nctc.ca.gov/Reports/Fiscal-Audits/index.html

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E-mail: nctc@nccn.net • Web Site: www.nctc.ca.gov

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RESOLUTION 26-22
OF THE
NEVADA COUNTY TRANSPORTATION COMMISSION

FISCAL AND COMPLIANCE AUDITS FOR NCTC AND ITS CLAIMANTS
FOR FISCAL YEAR 2024/25

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

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

NOW, THEREFORE, BE IT RESOLVED, that upon review of the Fiscal and Compliance Audits for NCTC and its claimants for Fiscal Year 2024/25, prepared by Richardson & Company LLC, the Commission accepts the documents and finds the Fiscal and Compliance Audits complete per terms of the contract.

PASSED AND ADOPTED by the Nevada County Transportation Commission on July 15, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

__________________________________ Attest: ______________________________

Robb Tucker, Chair	Dale D. Sayles
Nevada County Transportation Commission	Administrative Services Officer

RICHARDSON & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

GOVERNANCE LETTER

Board of Directors
Nevada County Transportation Commission
Nevada City, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Nevada County Transportation Commission (the Commission) for the year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated August 21, 2025, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we considered the system of internal control of the Commission. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we also performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involves judgment about the number of transactions to be examined and the areas to be tested.

Our audit included obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. No internal control related matters were noted during our audit.

We are required by the audit standards to identify potential risks of material misstatement during the audit process. We have identified the following significant risks of material misstatement as part of our audit planning: Management override of internal control and revenue recognition. These are the areas that the audit standards require at a minimum to be identified as significant risks, although no such items were noted during our audit.

We performed the audit according to the planned scope previously communicated to you in our engagement letter dated August 21, 2025.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Commission are described in Note A to the financial statements. The Commission implemented GASB Statement No. 101, *Compensated Absences*, which resulted in the Commission being required to accrue sick leave expected to be used for time-off as part of the compensated absences liability in fiscal year 2024/2025. Previously, all earned sick leave was accrued since it is paid out upon termination after five years of service. As a result, implementation of GASB No. 101 had no impact on net position as of July 1, 2024. The application of existing policies was not changed during the year. We noted no transactions entered into by the Commission during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements include expenses claimed under grant agreements, useful lives of assets, the current portion of the compensated absence liability, and discount rate used to calculate the lease asset and liability. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. There were 9 adjusting entries made during the course of the audit. The entries were made for the following:

- Reverse State Transit Assistance (STA) accruals recorded in the prior year.
- Reclassify RTMF payments made on Dorsey Drive project to reduction of liability.
- True-up STA allocation payable to actual Truckee expenses.
- Record amortization on right to use asset and reclassify payments on lease to reduce liability.

- Reclassify current portion of lease liability.
- Record right of use asset and lease liability for lease extension.
- Record RSTP revenue and receivable that was allocated before year end and paid out after year end.
- Adjust ped/bike fund balance to match the balance available for allocation.
- Update fund balance designation to match Dorsey Drive liability.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 30, 2026.

Management Consultations With Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Commission’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Commission’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Commission and management of the Commission, and is not intended to be, and should not be, used by anyone other than these specified parties.

Richardson & Company, LLP

June 30, 2026

RICHARDSON & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

MANAGEMENT LETTER

Board of Directors and Management
Nevada County Transportation Commission
Nevada City, California

In planning and performing our audit of the financial statements of the Nevada County Transportation Commission (the Commission) for the year ended June 30, 2025, in accordance with auditing standards generally accepted in the United States of America, we considered the Commission's system of internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Commission's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Separation of wages and Benefits

We noticed in our testing of expenses that the wages and benefits of each employee are combined into one general ledger account per employee. We did note separate payroll tax accounts have been established for each employee, although only one account is needed. We recommend that a separate general ledger account be set up for benefit expenses in total instead of including them in the wages account.

We would like to take this opportunity to acknowledge the courtesy and assistance extended to us during the course of the examination. This communication is intended solely for the information and use of management, the Board of Directors, and others within the Commission and is not intended to be, and should not be, used by anyone other than these specified parties.

Richardson & Company, LLP

June 30, 2026

NEVADA • COUNTY • TRANSPORTATION
NCTC
COMMISSION

Grass Valley • Nevada City **Nevada County • Truckee**

File: 570.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director

SUBJECT: Fiscal Year 2026/27 State Budget Overview

DATE: July 15, 2026

RECOMMENDATION: Provide Comments.

BACKGROUND: On Monday, June 29 the Legislature approved SB 111, which amends the Budget Act of 2026 to incorporate the three-party agreement on the Fiscal Year (FY) 2026/27 state budget between the Governor, Senate, and Assembly. The plan balances the General Fund through 2027/28, while projecting an $8.4 billion structural deficit by FY 2029/30 – the final year of the administration's multiyear forecast – down from $23 billion projected in the Governor's January proposal. Total state spending across the General Fund, special funds, and selected bond funds is estimated at $351.7 billion for FY 2026/27, with General Fund expenditures of $251.5 billion.

The final agreement largely mirrors the Legislature's June 15th budget – rejecting or softening several of the Governor's proposed cuts. There are many important outstanding issues not accounted for in this agreement that will be awaiting the Legislature when they return from their summer recess on August 3rd including the fate of the Greenhouse Gas Reduction Fund (GGRF) expenditure plan, the final appropriation of SB 125 funding, Prop 4 Climate Bond appropriations, and the Governor’s sustainable aviation fuel tax credit program.

Below is a summary of key provisions important to the Nevada County Transportation Commission (and maybe a few more items important to the county and cities) that were included in the budget action:

Key Provisions of Three Party 2026-27 Budget	
Housing Funding	▪ Includes funding for housing programs including: o $500 million for State Low-Income Housing Tax Credits o $200 million for the Multifamily Housing Program o $100 million for the new Disaster Rebuilding Fund for disaster-impacted homeowners ($56 million General Fund and $44 million National Mortgage Settlement Funds)
Development Impact Fees	▪ Effective July 1, 2027, AB 179 incentivizes local governments to waive or reduce development impact fees by counting such actions as local

Key Provisions of Three Party 2026-27 Budget	
	matching funds for state housing grant programs. Requires state agencies awarding competitive housing grants to reduce awards by an amount commensurate to city or county development impact fees when a city or county is the lead applicant and does not waive its own impact fees for the project.
Disaster Rebuilding Fund	▪ AB 179 establishes the Disaster Rebuilding Assistance Program to be administered by California Housing Finance Agency to support construction, reconstruction, and renovation loans for properties damaged or destroyed in a state or federally declared disaster.
Affordable Housing and Sustainable Communities Program	▪ AB 179 divides the administration of the Affordable Housing Sustainable Communities (AHSC) Program between the Strategic Growth Council (SGC) and the Housing Development and Finance Executive Committee (HDFC) beginning with new funding rounds initiated on or after July 1, 2026. Requires the SGC to use the AHSC Sustainable Communities Allocation to support flexible infrastructure and community improvement investments that advance greenhouse gas reductions, sustainable land use, and infill housing. Trailer bill language to effectuate the funding split between the Sustainable Communities and Affordable Housing allocations from AHSC has not been finalized and will likely be resolved along with the GGRF expenditure plan.
Governor's Housing Reorganization Plan	▪ SB 170 codifies the Governor's reorganization plan dissolving the Business, Consumer Services and Housing Agency and establishing the Housing and Homelessness Agency.
Greenhouse Gas Reduction Fund	▪ Defers appropriating the majority of Greenhouse Gas Reduction Fund (GGRF) including discretionary funding and state operations. ▪ In addition to the appropriations of GGRF for CalFire, the Conservation Corps and CalOES included in the Legislature's budget deal, the budget includes an additional $171 million in GGRF appropriations for various programs and state operations, including $115 million for light-duty zero-emission vehicle incentives and $51 million for the Air Resources Board.
Public Transit Funding Flexibilities	▪ SB 169 extends the suspension of financial penalties for failure to meet farebox recovery standards and the suspension of other specified efficiency standards of the Transportation Development Act through the 2026-27 fiscal year.
Zero-Emission Vehicle Incentives	▪ Appropriates $135.5 million ($20.5 million Air Pollution Control Fund and $115 million GGRF) for light-duty zero-emission vehicle incentives and adopts enabling legislation (SB 168). ▪ Appropriates $135.5 million from the Air Pollution Control Fund for medium- and heavy-duty zero-emission vehicle incentives through the Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP).

Key Provisions of Three Party 2026-27 Budget	
Climate Bond	▪ Defers Proposition 4 bond funding allocation decisions to August budget legislation.

File: 70.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director

SUBJECT: Sierra Express Bicycle Club Strategic Plan Presentation

DATE: July 15, 2026

RECOMMENDATION: Provide Comments.

BACKGROUND: The Sierra Express Bicycle Club (SEBC) represents approximately 140 bicycle enthusiasts in Nevada County and have a core mission of promoting and supporting safe bicycle riding for recreation and transportation. On March 27, 2026, SEBC submitted a letter to the Nevada County Transportation Commission highlighting the group's vision and goals for cycling in Nevada County, which was included as correspondence in the Commission's May 20, 2026, meeting agenda packet. The SEBC also subsequently requested an opportunity to present a summary of the group's Strategic Plan for cycling and opportunities for coordination to the commission.

Caltrans District 3 Project Status Report
July 2026

Highway 20		
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	COMPLETE.
	Construction	Target completion Winter 2027.

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	$79,130,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	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	COMPLETE
	Construction	Target Completion Winter 2028.
4J460 Pla 49 Pavement Rehab	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 Lorenson
	Description	Rehab Pavement, drainage systems, ground mounted signs, and pedestrian facilties
	Funding Source	SHOPP - Pavement Rehab (122)
	Total Cost	$24,470,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Spring 2030
	Construction	Winter 2026
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	COMPLETE
	Design	Spring 2027
	Construction	Begin Spring 2028. Completion Winter 2030.

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Highway 49		
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	COMPLETE
	Design	Spring 2027
	Construction	Begin Summer 2027. Completion Fall 2028.
4J890 Nev 49 Vision Zero Shoulder Widening	CO-RTE-PM	NEV - 49 - 17.4/17.95
	Location	in Nevada County on Route 49, North of Neveda City from 0.4 milr north of old Downieville Highway to Crooked Arrow Lane.
	Description	Widen shoulders, rehab drainage systems, and upgrade signs and lighting.
	Funding Source	SHOPP - Safety (010)
	Total Cost	$8,665,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	Spring 2027
	Construction	Begin Fall 2027. Completion Winter 2028.
1N900 49/20 Uren St Intersection Improvements	CO-RTE-PM	NEV - 49/20 -15.062/15.30 R17.2/R17.8
	Location	In Nevada City on Route 20 at the intersection of Route 49 and Uren St-Install roundabout
	Description	Inetrsection Improvement
	Funding Source	SHOPP - Safety (010)
	Total Cost	$10,070,000
	Planning	COMPLETE
	Environmental	Sprng 2028
	Design	Spring 2029
	Construction	Begin Summer 2029. Completion Summer 2030.

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 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	Completion Summer 2027.
2J910 Safety Improvements	CO-RTE-PM	NEV - 80 - 26.0/27.4
	Location	In Nevada County on Route 80 at Floriston
	Description	Grind existing concrete pavement, place polyester concrete overlay, groove existing concrete pavement, remove/repair concrete barrier
	Funding Source	SHOPP Safety Improvement (010)
	Total Cost	$3,750,000
	Planning	COMPLETE
	Environmental	COMPLETE
	Design	COMPLETE
	Construction	Target Completion Winter 2027

Interstate 80		
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	COMPLETE
	Construction	Fall 2025 / Target completion Fall 2029
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	COMPLETE
	Design	Fall 2027
	Construction	Target Spring 2028 / Target completion Fall 2029

MEMORANDUM

Date: July 15, 2026
To: Nevada County Transportation Commission
From: Alfred Knotts, Assistant Public Works Director
Subject: Truckee Multi-Modal Transportation Program Fiscal Year 2025/26 Update

This memorandum provides the Town of Truckee's Fiscal Year 2025/26 update on transportation and transit program initiatives, active transportation planning, the Railyard Mobility Hub, and other transportation related capital improvement projects. The Town continues to advance a multimodal transportation system that improves mobility options, supports regional connectivity, reduces single-occupant vehicle trips, and strengthens access for residents, employees, and visitors.

The following update is organized to highlight current transportation and transit program initiatives first, followed by the Active Transportation Plan, the Railyard Mobility Hub, other transportation capital projects, and the local funding measures that help support these investments.

Transportation and Transit Program Initiatives

TART and TART Connect Growth

The Town continues to see strong growth in overall transit use, driven largely by the continued success of TART Connect. Since launching as a pilot program in 2022, TART Connect has transitioned from a temporary demonstration service into a core component of Truckee's public transit system and is now funded primarily through Measure E, a local ½% sales tax for Town Essential Services.

TART Connect has significantly expanded access to transit in neighborhoods and areas not well served by fixed-route service, helping connect riders to downtown, employment, services, recreation, and regional transit connections. The service has helped grow annual transit ridership from approximately 35,000 trips prior to launch to roughly 200,000 trips per year, with TART Connect carrying an average of approximately 500 passengers per day compared to approximately 95 passengers per day on the Truckee TART fixed-route and Dial-A-Ride system.

Consolidation of TART Services Under One Contractor

As of July 1, 2026, the Town consolidated its Truckee TART services under one transit operations contract. This is an important operational milestone that brings fixed-route, Dial-A-Ride/ADA paratransit, and TART Connect microtransit services under a single contract structure.

The consolidation is intended to improve coordination across service types, streamline contract administration, create more consistent customer service and dispatch practices, and better integrate fixed-route and on-demand service. This approach also positions the Town to manage service performance, data reporting, operator coordination, and future service adjustments more efficiently as demand for local and regional transportation options continues to grow.

Real-Time Fixed-Route Tracking

In early 2026, the Town implemented real-time vehicle tracking for the Truckee TART fixed-route system through the Swiftly platform. Riders can now view real-time bus locations, arrival predictions, and service alerts through commonly used trip planning tools, including Transit App, Google Maps, and Apple Maps.

This improvement is intended to make fixed-route transit easier and more predictable to use, particularly for riders making time-sensitive trips or connecting between services. By reducing uncertainty around bus arrival times, real-time information supports rider confidence, improves the customer experience, and helps make fixed-route transit a more attractive transportation option.

Vanpool Program

The Town's vanpool program, which provides an $800 subsidy monthly per vanpool, through the Carbon Reduction Program, continues to grow as part of the broader effort to reduce single-occupant vehicle trips and support Transportation Demand Management strategies in the Truckee-Tahoe region. The program now has three vanpools in service, providing a practical commute option for employees traveling to and from Truckee and surrounding employment centers.

Vanpools help reduce parking demand, traffic congestion, vehicle miles traveled, and emissions while providing participants with a more affordable and reliable shared commute option. The expansion to three active vanpools demonstrates increasing interest in commuter-focused transportation solutions that complement the Town's fixed-route, microtransit, bike share, and regional transit services.

Bike Share Program

The Truckee pedal-assist e-bike share program, known as Truckee BCycle, continues to serve as an important first- and last-mile mobility option and a key component of the Town's Transportation Demand Management strategy. Since launching in summer 2023, the program has provided a convenient, low-emission option for short trips, connections to transit, and access to downtown, recreation, housing, and community destinations.

Since launch, the program has generated over 14,000 e-bike trips, more than 86,000 miles ridden, and an estimated 80,000 pounds of carbon offset. The Town is continuing the program in 2026 using identified grant and local funding resources while evaluating longer-term options for ownership, operations, funding partnerships, and potential future expansion.

Truckee Bike Month

The Town also continued to expand local active transportation programming through the 3rd Annual Truckee Bike Month. The 2026 program included a full calendar of events designed to encourage biking for transportation, recreation, school trips, and everyday errands, including Bike to School Day, a combined Bike Kitchen and helmet decorating event at the Truckee Branch Library, Bike Everywhere Day, and a month-long Bike Month Bingo Challenge.

The Bike Month Bingo Challenge drew about 35 completed submissions, including participation from elementary-age riders, and encouraged activities such as replacing car trips with bike trips, riding with friends, and exploring new trails. Local businesses and community partners supported the effort through prizes, discount cards, water bottles, gift cards, and raffle donations. The positive response and increased participation demonstrate growing community interest in biking as a practical, healthy, and sustainable transportation option.

Active Transportation Plan Update

In June 2026, the Town Council authorized a Professional Services Agreement with GFT for development of the Town of Truckee Active Transportation Plan in an amount not to exceed $255,806. The plan will update and replace the 2015 Truckee Trails and Bikeways Master Plan, which is now more than ten years old and has seen many of its high-priority recommendations implemented.

The Active Transportation Plan will establish an implementation-focused framework for improving walking, bicycling, rolling, shared micromobility, and other active transportation options throughout Truckee. The effort will evaluate emerging mobility trends, including e-bikes, scooters, and other micromobility devices; identify active transportation network gaps and safety concerns; assess year-round accessibility needs; address wayfinding and policy needs; and improve connections between neighborhoods, schools, Downtown, commercial areas, transit, and recreation destinations.

The project builds on the Town's significant active transportation investments to date, including approximately 25 miles of Class 1 multi-use paved trails, 30 miles of Class 2 bike lanes, and 39 miles of Class 3 bike routes. It also directly supports the 2040 General Plan Mobility Element, including goals and policies related to pedestrian and bicycle facilities, regional coordination, and implementation of an updated active transportation planning framework.

The scope of work includes existing conditions analysis, GIS and data compilation, field review, a focused Bicycle Level of Traffic Stress analysis for Downtown Truckee and the Donner Lake area, a technical needs assessment, community and stakeholder engagement, project and program recommendations, project prioritization, development of a crosswalk policy and evaluation matrix, planning-level cost estimates, funding strategy, and draft and final plan preparation. The Town intends to use the ATP to guide future grant applications and advance implementation-ready projects.

Public engagement will be a central component of the process. The effort is expected to include internal Town coordination, a community stakeholder committee, workshops, pop-up events, surveys, interactive mapping tools, and targeted outreach to ensure participation from a broad cross-section of the Truckee community, including disadvantaged and underserved communities. NCTC has identified $50,000 in Rural Planning Assistance funds in the NCTC Overall Work Program to support development of the ATP.

Railyard Mobility Hub Project

The Railyard Mobility Hub remains one of the Town's most important multimodal capital investments. Located in Downtown Truckee, the Mobility Hub supports Truckee Local service, regional TART connections operated by Placer County, pedestrian and bicycle access, and passenger transfers between local and regional transportation services.

Earlier phases of the project established the core transit circulation and passenger infrastructure, including bus bays, passenger waiting areas, bicycle parking, a bike repair station, streetscape and landscaping improvements, utilities, stormwater improvements, snow storage, lighting, restroom facilities, and electric vehicle charging infrastructure. These improvements have helped reduce inefficiencies that previously occurred at the Truckee Depot and have improved the downtown transfer environment.

The final major phase, Phase 2B, is intended to complete the overall Mobility Hub project. Phase 2B will add an approximately 1,000-square-foot climate-controlled transit passenger waiting facility, a driver break room, final streetscape and landscaping improvements, public common areas, and additional passenger amenities. These improvements will provide a safer, more comfortable, and more accessible year-round transit environment for passengers and operators.

Phase 2B was released for bid on July 1, 2026. Staff anticipate identifying a contractor in mid-August, with construction anticipated to begin as early as September 2026, subject to bid results and contract award. The project is estimated at approximately $3.2 million and is supported by a combination of Transit and Intercity Rail Capital Program funds, SB 1 Local Partnership Program funds, State Transit Assistance, State of Good Repair, and General Fund resources.

Other Transportation Capital Improvement Projects

Transit Intermodal Operations Center / Transit Garages

The Town is continuing to advance planning for a dedicated transit operations and storage facility to support fixed-route, Dial-A-Ride, TART Connect, and bike share operations. The project is intended to consolidate transit service functions in one facility, provide dedicated vehicle storage and operational support space, expand electric vehicle charging infrastructure, and support other transportation programs such as e-bike share operations.

The project is anticipated to be funded through a combination of SB 125, General Fund, and future grant resources such as the Transit and Intercity Rail Capital Program and FTA Section 5339. Construction is anticipated around 2030, subject to design progress, funding availability, and grant programming. Once implemented, the facility will improve operational efficiency, support fleet electrification, and strengthen the long-term resilience of the Town's transit system.

2026 Guardrail Replacement Project

The 2026 Guardrail Replacement Project is a planned safety improvement project scheduled for construction in 2026 with an estimated cost of approximately $1 million. The project is funded through a Caltrans Highway Safety Improvement Program grant and Measure V Sales Tax, including $839,250 in HSIP grant funding awarded in December 2024.

The project will replace approximately 0.66 miles of existing guardrail at various locations to improve roadway safety, reduce hazards, and enhance protection for drivers along Town-maintained roadways.

2026 Paving, Drainage, Trail, and Striping Project

The 2026 Paving, Drainage, Trail, and Striping Project is a planned infrastructure improvement project scheduled for construction in 2026 with an estimated cost of approximately $11.6 million. The project is funded through Measure V, Measure R/U, Road Maintenance Reserve, SB 1 Local Partnership Program, and Tahoe Donner TSSA resources.

Planned improvements include approximately 13.5 miles of roadway paving, 2.6 miles of trail paving, and 11 miles of recessed striping to improve roadway conditions, drainage, trail connectivity, and overall transportation safety throughout the community.

2027 Bridge Maintenance Project

The 2027 Bridge Maintenance Project is a planned infrastructure maintenance effort scheduled for construction in 2027 with an estimated cost of approximately $350,000. Funded through Measure V Road Maintenance, the project will address repairs and maintenance needs for Town-maintained bridges based on recommendations from Caltrans Structure Maintenance and Investigations Bridge Inspection Reports.

Improvements will include repairs to key bridge components such as substructures, superstructures, decks, abutments, headers, rails, and other structural elements to extend bridge life and maintain safe transportation access.

2027 Roadway Vegetation Project

The 2027 Roadway Vegetation Project is a planned maintenance project scheduled for construction in 2027 with an estimated cost of approximately $500,000. The project will be funded through Measure V and Measure E and will focus on removing roadway vegetation along key corridors, including Donner Pass Road at Donner Lake, the Olympic Heights neighborhood, and Zone 5 (Glenshire) of the Public Works Rotational Maintenance Zones.

The project will improve roadway safety, visibility, and maintenance conditions by managing overgrown vegetation along Town roadways.

Church Street / Truckee Way Roundabout Art Project

The Town completed the Church Street / Truckee Way Roundabout Art Project, adding a permanent public art feature at a prominent gateway to Downtown Truckee and the Railyard area. The project was advanced through the Public Art Commission of Truckee and integrates placemaking into a transportation facility that serves residents, visitors, and regional travelers.

In addition to enhancing the visual character of the roundabout, the project supports the Town's broader goal of incorporating public art, community identity, and high-quality urban design into transportation and public realm investments.

I-80 / Donner Pass Road / Coldstream Roundabout Public Art Project

The Public Art at I-80 / Donner Pass Road / Coldstream Roundabout Project is a planned public art installation scheduled for construction in 2027. The project has an estimated art cost of approximately $85,000, plus foundation costs, and will be funded through the Public Art Designation program.

The project will add artwork to the roundabout, enhancing the visual character and identity of the area while creating a welcoming gateway feature for residents and visitors traveling through Truckee.

Reimagine Bridge Street Project

The Reimagine Bridge Street Project is a planned infrastructure improvement project scheduled for construction in 2027 with an estimated cost of approximately $10.5 million. The project will be funded through Traffic Impact Fees, PLBP funding, SB 1 Local Partnership Program funding, and Highway Safety Improvement Program funding.

Planned improvements include interconnected traffic signals at the Bridge Street, Donner Pass Road, and East/West River Street intersections; installation of four vehicle gates and pedestrian gates at the Union Pacific Railroad crossing; connected ADA-accessible sidewalks; crosswalks at all corners; and creation of a Quiet Zone. Construction is expected to require a temporary Bridge Street closure between the railroad gates for approximately three months to complete the improvements.

Local Funding Measures and Fiscal Resilience

Local self-help tax measures continue to provide a significant portion of the funding needed to deliver Truckee's transportation, trail, road maintenance, transit, and capital improvement priorities. These local funds are especially important because they provide flexible local resources, help meet grant match requirements, and allow the Town to leverage competitive state and federal funding opportunities.

Measure V, approved by Truckee voters in November 2008, extended the Town's pre-existing one-half cent sales tax for road maintenance for 20 years, with a sunset in 2028. Measure K, approved by Truckee voters in June 2026, extends this one-half cent sales tax indefinitely, which remains a critical source of funding for roadway preservation, bridge maintenance, guardrail replacement, and related transportation safety improvements.

Measure R, approved in 2014, created a dedicated funding source for Truckee's trail system and expired on September 30, 2024. It was renewed as Measure U, which became effective October 1, 2024. Measure U renewed and increased the local trail sales tax to one-half cent and is expected to provide approximately $3.5 million annually for trail construction, trail maintenance and repair, safer routes to schools, bike lanes, and multi-use paths.

Measure E became effective April 1, 2025 and increased the local sales tax rate by one-half cent to fund essential services. The measure is estimated to generate approximately $3.5 million annually and supports services such as wildfire preparedness, transit service for all users including seniors and people with disabilities, environmental protection, parks and community facilities, and workforce housing.

Together, Measures V(K), U, and E provide the Town with locally controlled funding that supports ongoing maintenance obligations, transit service continuity, active transportation investments, and major capital projects. This local commitment also strengthens the Town's ability to partner with NCTC and other regional, state, and federal agencies to deliver projects that improve mobility and safety across the Truckee region.

The Town appreciates the Commission's continued partnership, as well as the collaboration and guidance provided by NCTC staff. Staff would be pleased to answer any questions at the July Commission meeting. Questions in advance of the meeting may be directed to Alfred Knotts, Assistant Public Works Director, at aknotts@townoftruckee.gov or (530) 582-2489.

NEVADA • COUNTY • TRANSPORTATION NCTC COMMISSION

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 15, 2026

ACTIVE TRANSPORATION PROGRAM - CYCLE 8 GRANT APPLICATION SUBMITTALS

The Nevada County Transportation Commission (NCTC) budgeted $80,000 in the Fiscal Year 2025/26 Overall Work Program to be utilized to assist the local jurisdictions in the preparation and submittal of Active Transportation Program (ATP) Cycle 8 grant applications due June 22, 2026. The County of Nevada and City of Nevada City both requested assistance in the preparation of the following Cycle 8 ATP applications:

Rough and Ready Multimodal Improvement Project:

NCTC in coordination with Nevada County and assistance from Kimley Horn prepared and submitted an ATP grant application for approximately $4.3 million to fund the construction phase of the Rough and Ready Multimodal Project.

This project proposes realigning two three-legged, angled intersections (Rough and Ready Highway/ Ridge Road and Rough and Ready Highway/Adam Avenue) to a new four-way intersection with a roundabout. The project also includes the construction of 1.1 combined miles of Class I multi-use path and Class II bike lanes along Ridge Road between the roundabout and Lynnwood Lane to the east in the City of Grass Valley, where it will connect with the City's bike/ped infrastructure. To close the existing gap between the new roundabout and the Yuba River Charter School, the project will also construct an additional 700 feet of sidewalk along Adam Avenue from the roundabout to the school. The main purpose of this project is to improve multimodal safety by reducing traffic speeds and providing dedicated bicycle and pedestrian connections.

Zion Street Mobility and Accessibility Improvement Project:

NCTC in coordination with the City of Nevada City and assistance from GHD Inc. prepared and submitted an ATP grant application for $2 million to fund the Project Approval/Environmental Documentation and Design phases of the Zion Street Mobility and Accessibility Improvement Project.

This project proposes to construct raised, separated bikeways between Zion Street and Sacramento Street, Class II bike lanes between Zion Street/Sacramento Street and South Pine Street, a new Class I shared use path along Doane Road, and advisory bicycle and pedestrian shoulders along Reward Street. Sidewalks will be reconstructed and provided along the entire segment. Additionally, raised intersections and midblock raised crosswalks will be constructed to help calm traffic and improve safety through the corridor. The main focus of this project is to enhance pedestrian and bicycle safety and mobility and access to local schools in the Zion–Sacramento St corridor, including connections to Deer Creek Elementary School and Seven Hills Middle School in the Zion Street/Sacramento Street Corridor from the intersection of Ridge Road/Nevada City Highway/Zion Street to the Sacramento Street/S. Pine Street intersection.

The California Transportation Commission will release the ATP Cycle 8 grant staff recommendations on November 2, 2026, with final adoption scheduled for December 3, 2026.