

TAHOE TRANSPORTATION DISTRICT (TTD)

TRANSIT OPERATIONS COMMITTEE Meeting Agenda

Tahoe Regional Planning Agency
128 Market Street, Washoe Room
Stateline, NV 89449

February 13, 2014
3:00 p.m.

All items on this agenda are action items unless otherwise noted. Items on the agenda may be taken out of order. The Board may combine two or more items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. PUBLIC INTEREST COMMENTS

All comments are to be limited to no more than five minutes per person. Comments made cannot be acted upon or discussed at this meeting, but may be placed on a future agenda for consideration.

II. DISCUSSION ITEMS

<u>Item</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of South Shore and Commuter Transit November and December 2013 Operations Reports (Item VIII.C.)	Recommend Acceptance	102
B. Approval of Lease Agreement between Tahoe Transportation District and the City of South Lake Tahoe for Transit Facilities and Authorization for District Manager to Execute Agreement (Item VIII.A.)	Recommend Approval	115
C. Ratify Execution of Third Amendment to the Contract between TTD and Airport Mini-Bus for the North Lake Tahoe Express Shuttle Service (Item IX.C.)	Recommend Ratification	142
D. Proposed Update of Transit Demand Response Policies and Eligibility Application Requirements (Item IX.D.)	Recommend Direction	157
E. Approval to Issue Request for Proposals to Provide Supplementary Demand Response Taxi Service in South Lake Tahoe (Item IX.E.)	Recommend Approval	195
F. Authorization for Transit Manager to Procure a Fuel Management System for TTD's CNG Fueling Station (Item IX.F.)	Recommend Approval	219

III. ADJOURNMENT

BUDGET FINANCE COMMITTEE
Meeting Agenda

Tahoe Center for Environmental Sciences
Sierra Nevada College
291 Country Club Dr., Room 141
Incline Village, NV

February 14, 2014
8:30 a.m.

All items on this agenda are action items unless otherwise noted. Items on the agenda may be taken out of order. The Board may combine two or more items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. PUBLIC INTEREST COMMENTS

All comments are to be limited to no more than five minutes per person. Comments made cannot be acted upon or discussed at this meeting, but may be placed on a future agenda for consideration.

II. DISCUSSION ITEMS

<u>Item</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of the District's Fiscal Year 2012-13 Audit Report (Item VIII.A.)	Recommend Acceptance	8
B. Review and Acceptance of the District's Financial Statement of Operations for the Period July 1, 2013 Through December 31, 2013 (Item VIII.B.)	Recommend Acceptance	91
C. Authorization for the Chairman and District Manager to Sign the Notice of Completion for a Public Works Project with Herback General Engineering for the Nevada Stateline to Stateline Bikeway Phase 1B Project in Douglas County; and Authorize the District Manager to Release the Payment and Performance Bonds (Item VIII.E.)	Recommend Approval	108
D. Approval of a Contract Amendment and Task Order Limited Notice to Proceed for Wood Rodgers for the SR 89/Fanny Bridge Community Revitalization Project; a Task Order for Ascent Environmental for the Lake Tahoe Passenger Ferry Project; and a Purchase Order for SCS, Inc. for the District Financial System updates, user fees, and support (Item VIII.F.)	Recommend Approval	111
E. Approval of Lease Agreement between Tahoe Transportation District and the City of South Lake Tahoe for Transit Facilities and Authorization for District Manager to Execute Agreement (Item VIII.G)	Recommend Approval	115
F. Ratify Execution of Third Amendment to the Contract between TTD and Airport Mini-Bus for the North Lake Tahoe Express Shuttle Service (Item IX. C.)	Recommend Ratification	142
G. Approval to Issue Request for Proposals to Provide Supplementary Demand Response Taxi Service in South Lake Tahoe (Item IX.E.)	Recommend Approval	195
H. Authorization for Transit Manager to Procure a Fuel Management System for TTD's CNG Fueling Station (Item IX.F.)	Recommend Approval	219

III. ADJOURNMENT

**TAHOE TRANSPORTATION DISTRICT (TTD)
TAHOE TRANSPORTATION COMMISSION (TTC)
Meeting Agenda**

Tahoe Center for Environmental Sciences
Sierra Nevada College
291 Country Club Dr., Room 141
Incline Village, NV

February 14, 2014
9:30 a.m.

All items on this agenda are action items unless otherwise noted. Items on the agenda may be taken out of order. The Board may combine two or more items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. CALL TO ORDER AND GENERAL MATTERS

- A. Roll Call and Determination of Quorum of TTD/TTC
- B. Approval of Agenda for February 14, 2014
- C. Approval of Minutes of December 13, 2013

II. PUBLIC INTEREST COMMENTS

At this time, members of the public shall have the opportunity to directly address the Board. All comments are to be limited to no more than five minutes per person. The Board is prohibited by law from taking immediate action on or discussing issues raised by the public that are not listed on this agenda. In addition, members of the public shall have the opportunity to directly address the Board after each item on which action may be taken is discussed by the public body, but before the public body takes action on the item.

III. BUDGET FINANCE COMMITTEE REPORT

IV. TRANSIT OPERATIONS COMMITTEE REPORT

V. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT

VI. TAHOE TRANSPORTATION COMMISSION (TTC) BUSINESS ITEMS

<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
A. Review of the 2015 Federal Improvement Transportation Program Development and Timeline	Informational Only	1
B. Update Regarding the Call for Projects for the Congestion Mitigation and Air Quality Program	Informational Only	4
C. Informational Update on the On Our Way Community Grant Program to Enhance Streets and Neighborhoods	Informational Only	6

VII. ADJOURN AS TTC AND RECONVENE AS TTD

VIII. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of the District's Fiscal Year 2012-13 Financial Audit Report	Acceptance	8
B. Review and Acceptance of the District's Financial Statement of Operations for the Period July 1, 2013 Through December 31, 2013	Acceptance	91
C. Review and Acceptance of South Shore and Commuter Transit November and December 2013 Operations Reports	Acceptance	102
D. Approval of a Resolution Transferring Operation and Maintenance Responsibilities for the Nevada Stateline to Stateline Bikeway Phase 1B and Phase 1C to Douglas County	Approval	104
E. Authorization for the Chairman and District Manager to Sign the Notice of Completion for a Public Works Project with Herback General Engineering for the Nevada Stateline to Stateline Bikeway Phase 1B Project in Douglas County; and Authorize the District Manager to Release the Payment and Performance Bonds	Authorize	108
F. Approval of a Contract Amendment and Task Order Limited Notice to Proceed for Wood Rodgers for the SR 89/Fanny Bridge Community Revitalization Project; a Task Order for Ascent Environmental for the Lake Tahoe Passenger Ferry Project; and a Purchase Order for SCS, Inc. for the District Financial System	Approval	111
G. Approval of Lease Agreement between Tahoe Transportation District and the City of South Lake Tahoe for Transit Facilities and Authorization for District Manager to Execute Agreement	Approval	115

IX. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
A. Appointment of TTD's Representative and Alternate to the Tahoe Regional Planning Agency's Advisory Planning Committee	Appointment	128
B. Approval of Resolution Adopting Policies and Procedures for TTD Board and Committee Meetings	Approval	129
C. Ratify Execution of Third Amendment to the Contract between TTD and Airport Mini-Bus for the North Lake Tahoe Express Shuttle Service	Ratify	142
D. Proposed Update of Transit Demand Response Policies and Eligibility Application Requirements	Review and Direction	157
E. Approval to Issue Request for Proposals to Provide Supplementary Demand Response Taxi Service in South Lake Tahoe	Approval	195
F. Authorization for Transit Manager to Procure a Fuel Management System for TTD's CNG Fueling Station	Approval	219

<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
G. Update and Discussion on the Tahoe Transportation District's California, Nevada, and Federal Legislative Program	Discussion and Direction	221
X. DISTRICT MANAGER REPORT		
XI. BOARD, COMMISSION MEMBER AND STAFF COMMENTS		
XII. ADJOURNMENT		

COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS

This notice and agenda has been posted at the TTD office and at the Stateline, Nevada post office. The notice and agenda has also been posted at the North Tahoe Conference Center in Kings Beach, the Incline Village GID office and the North Tahoe Chamber of Commerce and on the TTD website: www.tahoetransportation.org.

For those individuals with a disability who require a modification or accommodation in order to participate in the public meeting, please contact Judi White at (775) 589-5502 or jwhite@tahoetransportation.org.

California Open Meeting Law Compliance

Notice of this meeting was posted at least 72 hours prior to the meeting in a location that is freely accessible to members of the public.

In addition, the Board has caused this agenda and all documents constituting the agenda packet to be mailed to all persons requesting such materials, and such mailing occurred at the time the agenda was posted or upon distribution to all, or a majority of all, of the members of the Board, which occurred first.

Nevada Open Meeting Law Compliance

Written notice of this meeting has been given at least three working days before the meeting by posting a copy of this agenda at the principal office of the Board and at three other separate, prominent places within the jurisdiction of the Board not later than 9 a.m. of the third working day before the meeting.

Written notice of this meeting has been given by providing a copy of this agenda to any person who has requested notice of the meetings of the Board. Such notice was delivered to the postal service used by the Board not later than 9 a.m. of the third working day before the meeting for transmittal to the requester by regular mail, or if feasible for the Board and the requester has agreed to receive the public notice by electronic mail, transmitted to the requester by electronic mail sent not later than 9 a.m. of the third working day before the meeting.

Supporting materials were provided to any person requesting such materials and were made available to the requester at the time the material was provided to the members of the Board or, if provided to the members of the Board at the meeting, were made available to the requester at the meeting and are available on the TTD website: www.tahoetransportation.org. Please send requests for copies of supporting materials to Judi White at (775) 589-5502 or jwhite@tahoetransportation.org.

**TAHOE TRANSPORTATION DISTRICT
BOARD MEETING MINUTES
December 13, 2013**

TTD/C Board Members in Attendance:

Steve Teshara, SS-TMA, Chair
Angela Swanson, City of South Lake Tahoe, Vice Chair
Will Garner, Placer County
Ron Treabess, TNT-TMA
Norma Santiago, El Dorado County
Travis Lee, Douglas County

TTD/C Board Members Absent:

Marsha Berkbigler, Washoe County
Jim Mallery, Carson City
Andrew Strain, Member at Large
Jason Van Havel, NDOT
Marlo Tinney, Caltrans
APC Appointed Representative
Mike Gabor, U.S. Forest Service
Darrel Kizer, Washoe Tribe

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Alfred Knotts, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
Derek Kirkland, Tahoe Transportation District
Curtis Garner, Tahoe Transportation District
Judi White, Tahoe Transportation District
Adam Spear, Esq., Legal Counsel

I. TAHOE TRANSPORTATION DISTRICT CALL TO ORDER AND ROLL

A. Roll Call and Determination of Quorum

The meeting of the Tahoe Transportation District was called to order by Chairman Teshara at 9:30 a.m., at the Granlibakken Conference Center. Roll call was taken and it was determined a quorum was in attendance for the TTD.

B. Approval of TTD Agenda of December 13, 2013

Ms. Santiago made the motion to move Items VIII.A., VIII.C., and VIII.D. to the Consent Calendar. Ms. Swanson seconded the motion. The motion passed unanimously.

C. Approval of TTD/TTC Meeting Minutes for November 8, 2013

Motion/Second by Mr. Treabess/Mr. Santiago to approve the TTD and TTC minutes, as amended by Mr. Teshara. The motion passed unanimously.

II. PUBLIC INTEREST COMMENTS

No public interest comments were made.

III. BUDGET FINANCE COMMITTEE REPORT

Mr. Garner reported the committee reviewed the items, however, due to the agenda not meeting posting requirements, could not make a formal recommendation to the Board.

IV. TRANSIT OPERATIONS COMMITTEE REPORT

Ms. Swanson reported the committee reviewed the items, however, due to the agenda not meeting posting requirements, could not make a formal recommendation to the Board.

V. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT

Mr. Teshara reported that he missed the December meeting, but noted the Ferry scoping, the draft EIS/EIR Calpeco project and scoping for the Heavenly Epic Project were on the agenda. He also noted he was elected vice-chair of the Advisory Planning Commission.

Mr. Lee arrived at 9:40 a.m.

VI. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

- A. Review and Acceptance of the District's Financial Statement of Operations for the Period July 1, 2013 Through September 30, 2013
- B. Review and Acceptance of South Shore and Commuter Transit October 2013 Operations Report
- C. Authorize the Renewal of the District's Line of Credit with Nevada State Bank at a Minimum Amount of \$500,000 for Purposes of Cash Flow Management for District Operations
- D. Approve Execution of a Contract Amendment with Airport Mini Bus for Night Rider Transit Services for the 2014 Winter Season

Ms. Swanson motioned to approve the consent calendar, Ms. Santiago seconded the motion. The motion passed unanimously.

VII. PUBLIC SCOPING

- A. Notice of Preparation and Public Scoping for a California Environmental Quality Act Environmental Impact Report, Tahoe Regional Planning Agency Environmental Impact Statement and National Environmental Policy Act Environmental Impact Statement for the Lake Tahoe Passenger Ferry Project

Mr. Knotts reviewed this item. Ms. Hansel, Ascent Environmental, gave a presentation.

Public Comment:

Mark Worth, Truckee resident and past skipper of the Tahoe Gal, commented he is concerned about the amount of fuel that would be burned, along with the noise and speed of the proposed ferry. He suggested looking at solar and wind powered vessels.

Elie Alyeshmerni, owner of the Ski Run Marina, commented that parking facilities are an important piece of the project in order to get the visitors to leave their vehicles.

Peter Eichar, California Tahoe Conservancy, asked when the North Shore terminal locations would be finalized in order to continue with the analysis.

Mr. Knotts replied during the scoping process they would continue to look for any viable alternatives.

Robert Spinnato, General Manager of Tahoe Keys Marina, commented the Marina received approval to build a new parking lot and a boat barn and requested staff look at the Marina as an alternative terminal location.

Jerome Evans, South Lake Tahoe resident, is concerned with the estimated ridership numbers and feels they will not materialize. He is also concerned with the high-speed of the vessel going up and down the lake.

VIII. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

A. Authorization to Initiate Transit Service Improvements to Current Valley and Lake Express Routes 19X, 20X and 21X

This Item was moved to the Consent Calendar and approved.

Action Requested: Approval

B. Approval to Award Purchase Contract to the Best Bidder to Procure a Four-Column Platform Lift for South Shore Bus Fleet Maintenance

Mr. Curtis Garner reviewed this item and noted there were no submittals to the Request for Proposals. Staff will continue to procure the platform lift by requesting three informal quotes from vendors. Staff reminded the Board that updated policies and procedures are being developed and will be brought to the Board for approval in the upcoming months.

Action Requested: Approval

Ms. Santiago made the motion to not approve the action as no bids were received. Mr. Treabess seconded the motion. The motion passed unanimously.

- C. Authorization to Extend Current Contract with Pinnacle CNG Company for Operations and Maintenance of the District's Compressed Natural Gas Fueling Facility; and Authorization to Issue Request for Proposals for a New Long-Term Operations and Maintenance Contract for Compressed Natural Gas Fueling Facility

This Item was moved to the Consent Calendar and approved.

Action Requested: Approval

- D. Approve Execution of North Lake Tahoe Express Funding Agreement and Second Amendment to Airport Mini-Bus Contract

This Item was moved to the Consent Calendar and approved.

Action Requested: Approval

IX. DISTRICT MANAGER REPORT

Mr. Hasty noted the transit operations report handed out earlier in the meeting is for October 2013, not 2012 as listed in the title. He also informed the Board that the regular January Board meeting will not be held, but if a meeting was necessary before the regular February Board meeting, a special Board meeting would be scheduled.

X. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

Ms. Santiago noted had a visioning session on the parks trails and recreation master plan. Trails came up as a big item, including the Meyers to Stateline connection, the Greenway. EV network grant application for charging stations in Placerville and Meyers.

Mr. Knotts noted the Federal Highways guys would be returning to Tahoe next week and they should be awarding the Nevada FLAP on December 18.

Mr. Spear noted staff filed an amicus brief in support of the Tahoe Regional Planning Agency.

Mr. Treabess commented the second transit summit was held with short and long-term actions being developed; the traffic management program in Tahoe City is in limbo, due to the company not having a California license; the Placer County Board of Supervisors approved \$140,000 for the water shuttle and approved the need to provide local matching funds for the FLAP project; there are new shelters in place, one in Tahoe City and one in Squaw Valley; and the TNT-TMA invited Mr. Curtis Garner to speak at their meeting to report on the results of the West Shore Trolley.

Ms. Swanson noted city offices would be closed December 23 through January 3; the District is scheduled to update the City Council at their March meeting; she thanked the transit staff for a good job of clearing snow from the bus shelters after the first storm of the season; and the City Council appointed her as the City's Board representative to the District for another year.

Mr. Garner noted that TART would be starting the winter ski shuttle route.

Mr. Curtis Garner noted that supplemental transportation would be provided again this year for the Snowglobe Festival at the South Shore.

Mr. Teshara commented that the Tahoe Basin fire chiefs would be submitting a letter regarding the Ferry scoping; and a Bay to Basin project steering committee meeting was held earlier in the week with the various documents being developed were discussed, and noted the final draft report will be distributed in February.

XI. ADJOURNMENT

The meeting adjourned at 11:22 a.m.

Respectfully Submitted:

*Judi White
Executive Assistant
Clerk to the Board
Tahoe Transportation District*

(The above meeting was recorded in its entirety, anyone wishing to listen to the aforementioned tapes, please contact Judi White, Clerk to the Board, (775) 589-5502.)



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation Commission (TTC) Board of Directors
From: Tahoe Metropolitan Planning Organization (TMPO) Staff
Subject: Review of the 2015 Federal Improvement Transportation Program Development and Timeline

Action Requested:

No action is requested. Staff will review the 2015 Federal Improvement Transportation Program.

Background:

The Federal Transportation Improvement Program (FTIP) is a four-year program of transportation projects developed every two years by the TMPO in accordance with the United States Department of Transportation's metropolitan planning regulations 23 Code of Federal Regulations Part 450. The FTIP must be financially constrained by year, meaning that the amount of dollars committed to the projects must not exceed the amount of dollars estimated to be available. Funding shown in the first two years of the FTIP is available and committed. Funding shown in the third and fourth years is reasonably expected to be available. Federal regulations require all transportation projects that are regionally significant, receive federal funds, or require a federal action be incorporated in the FTIP. All projects must be listed in the adopted 2012 Lake Tahoe Regional Transportation Plan prior to being included in the FTIP.

Discussion:

The 2013 FTIP will expire December 2014. The TMPO has initiated the development of the 2015 FTIP. The FTIP will cover federal fiscal years 2015 through 2018. The FTIP timeline (Attachment A) was emailed to local jurisdictions in January 2014 and a Request for Project Data (Attachment B) was posted to the TMPO website and emailed to jurisdictions this month. Project submittals are due to the TMPO by March 10, 2014. The 2015 FTIP will consist of carryover projects from the 2013 FTIP and proposed new projects. The FTIP will include both California and Nevada projects and once approved by Caltrans will be incorporated into the California Federal Statewide Transportation Improvement Program (FSTIP). The draft 2015 FTIP will be presented to the TTC Board in August for review and comments. The Federal Highway Administration and the Federal Transit Administration will approve the FSTIP by December 17, 2014.

Additional Information:

If you have any questions or comments regarding this item, please contact Judy Weber at (775) 589-5203 or jweber@trpa.org.

Attachments:

- A. 2015 FTIP Timeline
- B. Request for Project Data

**Tahoe Metropolitan Planning Organization
2015 FTIP Timeline (subject to change)**

Date	Action	By	Comments
January 14 & 15, 2014	2015 FTIP Workshop	Caltrans	Sacramento at SACOG
January 17, 2014	Email FTIP Timeline to agencies	TMPO	FTIP process begins
February 3, 2014	Post Request for Project Data Call for Projects- CMAQ (outer 2 years of FTIP)	TMPO	Email FTIP request to agencies 2015 FTIP spans FY 2014/15 through FY 2017/18
February 14, 2014	2015 FTIP Timeline		TTC Board Meeting: Information Only
March 10, 2014	2015 FTIP Project Data Due	TMPO	Deadline for project data
March 2014	Interagency Consultation Group Initiate conformity process	TMPO	If needed, Keith will schedule
March/April 2014	Review Project Data	TMPO	Project review/CTIPS input
April 2014	2015 FTIP Meeting	TMPO	Schedule meeting with jurisdictions to discuss projects- if needed
April 2014 thru June 2014	2015 FTIP Development	TMPO	Include Local Agencies, Caltrans, NDOT, FHWA, FTA in process (SHOPP Mandate/Collision, State Minor, and STIP)
July 11, 2014	Initiate 30 Day Public Participation for Draft 2015 FTIP	TMPO	Tahoe Transportation Commission (TTC) Board meeting
July 11, 2014	Start of Draft 2015 FTIP Public Participation	TMPO	30 day PP Email Draft to Caltrans, FHWA, FTA, NDOT – post to website
August 08, 2014	Public hearing for Draft 2015 FTIP	TMPO	TTC Board Meeting- Report on comments received to date
August 08, 2014	End of Draft 2015 FTIP Public Participation	TMPO	
September 12, 2014	2015 FTIP Recommendation of Approval to TMPO GB	TTC Board	TTC Board Meeting
September 24, 2014	2015 FTIP approval	TMPO GB	TRPA Governing Board Meeting
October 01, 2014	2015 FTIP to Caltrans and NDOT	TMPO	Final submittal (will send prior to Oct 1)
October 7, 2014	Start of 2015 FSTIP Public Participation	Caltrans	21 days FSTIP PP
October 28, 2014	End of 2015 FSTIP Public Participation	Caltrans	
November 14, 2014	2015 FSTIP submittal to FHWA/FTA	Caltrans	
December 17, 2014	2015 FSTIP Federal approval	FHWA/FTA	



Tahoe Metropolitan Planning Organization

P.O. Box 5310
128 Market Street
Stateline, Nevada 89449
(775) 588-4547 • Fax (775) 588-4527

February 03, 2014

TO: TAHOE TRANSPORTATION PARTNERS

SUBJECT: REQUEST FOR PROJECT DATA FOR THE 2015 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

The Tahoe Metropolitan Planning Organization (TMPO) is pleased to announce a **Request for Project Data** for the 2015 Federal Transportation Improvement Program (FTIP). The 2013 FTIP will expire this December. The development process is commencing for the 2015 - 2018 FTIP.

The FTIP is a financially constrained four-year program of surface transportation projects for the Lake Tahoe Region. The 2015 FTIP will span fiscal years 2015 through 2018. Funding for the first two years is considered assured and for years three and four, funding needs to be reasonably expected. Funding phases consist of Preliminary Engineering, Right of Way, and Construction. The funds must be programmed in the anticipated year of obligation or allocation of funds. Projects incorporated in the FTIP are transportation projects that receive federal funds, are considered regionally significant, or require any federal action. All projects must be listed in the adopted 2012 Lake Tahoe Regional Transportation Plan prior to being included in the FTIP.

This request is seeking project information for:

- New projects to incorporate in the 2015 FTIP
- Existing projects in the 2013 FTIP that need updates to scope, cost, or schedule
- Completed projects in the 2013 FTIP

Project proposals are due no later than **Monday, March 10, 2014** in order for the TMPO to meet the 2015 FTIP deadline. All information, new or updated, must be submitted on the Project Request form and emailed to jweber@trpa.org. See link below for form.

Project Request Form: [Project Request Form](#)

The 2013 FTIP project data is available for review upon request or can be accessed online at: <http://www.tahoempo.org/ftip.aspx?SelectedIndex=2>

If you have any questions or comments regarding this item, please contact Judy Weber at jweber@trpa.org or (775) 589-5203.



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation Commission (TTC) Board of Directors
From: Tahoe Metropolitan Planning Organization (TMPO) Staff
Subject: Update Regarding the Call for Projects for the Congestion Mitigation and Air Quality Program

Action Requested:

No action is requested. Staff will present an update regarding the Call for Projects for the Congestion Mitigation and Air Quality Program.

Background:

The purpose of the Congestion Mitigation and Air Quality (CMAQ) Program is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards for ozone and carbon monoxide, and particulate matter (both PM10 and PM2.5). The CMAQ program supports two important goals of the U.S. Department of Transportation, improving air quality and relieving congestion. CMAQ projects must meet three basic criteria: it must be a transportation project, it must generate an emissions reduction, and it must be located in or benefit a nonattainment or maintenance area.

Discussion:

Caltrans released the estimated four-year apportionments for CMAQ for fiscal years 2013-2014 through 2017-2018. These estimates are based on the Federal Highway Administration's Notice N4510.770 dated October 25, 2013, using the 2010 population data and reflect the Local Assistance Oversight Deduction applied to each of the programs. The first two years of apportionments are programmed in the 2013 FTIP. Apportionments for fiscal years 2016-2017 and 2017-2018 are available for programming in the upcoming 2015 FTIP.

TMPO posted a Call for Projects for CMAQ program for fiscal years 2016-2017 and 2017-2018 on February 3, 2014 (Attachment A). The estimated apportionment per fiscal year is \$499,435. Eligible entities are local jurisdictions in the El Dorado County portion of the Tahoe Region, including the City of South Lake Tahoe. Funds are eligible for all three phases of work; Preliminary Engineering, Right of Way, and Construction. The Call for Projects attachment contains links to the funding guidelines and project application. Project applications are due Monday, March 3, 2014. Submitted project applications will be reviewed, prioritized and brought to the Board for review and recommendation.

Additional Information:

If you have any questions or comments regarding this item, please contact Judy Weber at (775) 589-5203 or jweber@trpa.org.

Attachment:

A. Call for Projects

JAW/jdw

AGENDA ITEM: VI.B.



CALL FOR PROJECTS

CONGESTION MITIGATION AND AIR QUALITY PROGRAM FISCAL YEARS 2016-2017 AND 2017-2018

The Tahoe Metropolitan Planning Organization (TMPO) is pleased to announce a Call for Projects for Congestion Mitigation and Air Quality (CMAQ) funding for fiscal years 2016-2017 and 2017-2018.

Project applications are due **Monday, March 03, 2014**. Applications must be emailed to jweber@trpa.org.

- Estimated apportionment is \$499,435 per fiscal year
- Eligible entities include local jurisdictions in the El Dorado County portion of the Tahoe Region, including the City of South Lake Tahoe
- Funds are eligible for all three phases of work; Preliminary Engineering, Right of Way, and Construction
- Proposed projects must be a transportation project, must generate an emissions reduction, and must be located in or benefit a nonattainment or maintenance area
- Projects and Programs eligible for funding include but are not limited to:
 - ✓ Congestion Reduction and Traffic Flow Improvements
 - ✓ Transportation Control Measures (TMC)
 - ✓ Transit Improvements
 - ✓ Bicycle and Pedestrian Facilities and Programs
 - ✓ Travel Demand Management
 - ✓ Public Education and Outreach Activities
 - ✓ Transportation Management Associations
 - ✓ Carpooling and Vanpooling
 - ✓ Carsharing
 - ✓ Training
 - ✓ Inspection/Maintenance (I&M) Programs
 - ✓ Innovation Projects
 - ✓ Alternative Fuels and Vehicles

See links below for CMAQ funding guidelines and application.

CMAQ Funding Guidelines: [CMAQ Funding Guidelines](#)

CMAQ Application: [CMAQ Application](#)

Please direct any comments or inquiries regarding this notice to Judy Weber at 775-589-5203.



Tahoe Metropolitan Planning Organization

P.O. Box 5310
128 Market Street
Stateline, Nevada 89449
(775) 588-4547 ♦ Fax (775) 588-4527

MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation Commission (TTC) Board of Directors
From: TMPO Staff
Subject: Informational Update on the On Our Way Community Grant Program to Enhance Streets and Neighborhoods

Action Requested:

This is an informational item only, no action is requested.

Description:

The Tahoe Regional Planning Agency and the Tahoe Metropolitan Planning Organization have launched a new community grant program, called the "On Our Way Community Grant Program to Enhance Streets and Neighborhoods." Modeled after similar grant programs in other metropolitan areas, the purpose of this program is to implement the Region's Sustainable Communities Program through community-driven projects. The program will help Lake Tahoe communities identify neighborhood-level transportation improvements to meet Region-wide sustainability goals of creating walkable, mixed use centers; encouraging biking, walking, and transit use; supporting economic vitality; and reducing impacts to the environment.

Up to \$600,000 in planning grant funds will be made available to communities in 2014 to 2016 to create project plans or programs to improve mobility, economic success, the environment and quality of life. On Our Way products will analyze the barriers to achieving these goals, propose tangible solutions, and quantify the benefits to local communities. These products will inform the Regional Transportation Plan Update, the Regional Plan, Area Plans, and other local and regional plans or codes, and are intended to lead to construction of capital improvements or approval of new policies over the short-term.

Applications for Round 1 are due March 14, 2014, and work on projects is anticipated to start after June 1, 2014. A major focus of the selection process will be on the ability of projects to be carried through to implementation, as well as the need for the project and how well it meets the sustainability goals of the Regional Plan and Regional Transportation Plan.

Program guidelines and an application can be found on the TMPO website at <http://www.tahoempo.org/OnOurWay.aspx>.

Additional Information:

If you have any questions or comments regarding this item, please contact Karen Fink at (775) 589-5204 or kfink@trpa.org.

Attachment:

A. On Our Way One-Page Fact Sheet

KF/jw

AGENDA ITEM: VI.C.

On Our Way

Tahoe Community Grant Program to Enhance Streets and Neighborhoods



The Tahoe Regional Planning Agency (TRPA), in its role as the Tahoe Metropolitan Planning Organization (TMPO), invites applications to the Tahoe Community Grant Program On Our Way.

ON OUR WAY

The purpose of the program is to help Lake Tahoe communities in identifying neighborhood-level transportation and community improvements to meet Region-wide sustainability goals of creating walkable, mixed use centers, encouraging biking, walking, and transit use, supporting economic vitality, and reducing impacts to the environment. Local jurisdictions, non-profit organizations, other formalized community groups, and government agencies are eligible to apply.

The products of the On Our Way program will inform the Regional Transportation Plan Update, the Regional Plan, Area Plans, and other local and regional plans or codes, and are intended to lead to construction of capital improvements or approval of new policies or programs over the short-term.



FUNDING

Initially up to \$600,000 in planning grant funding will be made available to Lake Tahoe communities over the 2014-2016 fiscal years. The first rounds will be funded by a grant from the Federal Highway Administration. Grant sources and amounts may be expanded in future rounds. Grant applications may be submitted in two broad categories, including small grants for under \$10,000, and large grants for between \$10,000 and \$200,000.

TIMEFRAME

Deadline for Round 1 applications is March 14, 2014.

APPLICATION

To download the grant guidelines and application materials, please go to: www.tahoempo.org, or contact Kim Hern, at khern@trpa.org, or 775-589-5277.

ADDITIONAL INFORMATION

Find us on Facebook (Tahoe Metropolitan Planning Organization) and attend an informational workshop on February 6, 2014, from 1-3 pm at the TRPA offices for additional information on the On Our Way grant program. Also visit our webpage at www.tahoempo.org.



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (District) Board of Directors
From: TTD Staff
Subject: Review and Acceptance of the District's Fiscal Year 2012-13 Financial Audit Report

Requested Action:

Staff requests the Board accept the Financial Audit of the District for Fiscal Year 2012-13 (FY 2013) as presented.

Background:

Every fiscal year, an independent auditor is commissioned to audit the prior year's financial activity to insure the District is financially healthy and its practices are within accounting requirements. Two audits were required for the District, the standard financial audit (Attachment A) and the Single Audit (OMB A-133) (Attachment B). The Single Audit is required because the District had in excess of \$500,000 of federally funded expenditures as part of its operations. The Single Audit's objective is to provide assurance to the US Federal government as to the management and use of such funds by recipients.

Mayer, Hoffman, McCann (MHM) conducted the audits. The District is in the first year of the two-year extension option with MHM.

Discussion:

The Summary of the Auditor's Results can be found on page 8 of the Single Audit. Staff is pleased to report the auditors issued an unmodified opinion of the financial statements, showing no material weaknesses or significant deficiencies in internal control over both financial reporting and compliance with the major programs. The audit disclosed no findings required to be reported and the District is considered a low risk as defined by OMB Circular A-133.

During the course of the audit, the District was put through a vigorous review of their internal controls and is in good stead overall with its practices. MHM offered three recommendations for the District to consider which can be found in the Management Letter (Attachment C). In the Management Responses, the District responded to the recommendations by applying user access controls that are aligned with the segregation of duties; developing personnel and ethics policies, which will be brought to the Board for adoption prior to the close of FY 2014; and scheduling the installation of security cameras in the bus yard count room by June 30, 2014.

Per the requirement of the Statements on Auditing Standards #114 (Auditor's Communication With Those Charged With Governance), MHM issued a letter to the Board (Attachment D) outlining their responsibility in planning and performing the audit to obtain reasonable, but not

absolute assurance that the financial statements are free of material misstatements. The letter states that they had no significant difficulties encountered in performing and completing the audit; that they found no material uncorrected or corrected misstatements identified as a result of the audit; and that no disagreements arose between District Management and themselves.

Marc Davis, a Principal of MHM, will highlight the District's financial performance at the Finance Committee meeting. Staff recommends the Board accept the audit.

Additional Information:

If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5227 or jschmitt@tahoetransportation.org.

Attachments:

- A. Basic Financial Statements
- B. Single Audit Report
- C. Management Letter
- D. SAS 114 Letter

TAHOE TRANSPORTATION DISTRICT

Basic Financial Statements

Year ended June 30, 2013

TAHOE TRANSPORTATION DISTRICT

Financial Statements

Year ended June 30, 2013

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TAHOE TRANSPORTATION DISTRICT

Financial Statements

Year ended June 30, 2013

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Board of Directors
Tahoe Transportation District
Stateline, Nevada

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities and each major fund of the Tahoe Transportation District (District) as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentations of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and each major fund of the District as of June 30, 2013, and the respective changes in financial position and, where applicable, cash flows of the District for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described further in Note 14 to the financial statements, during the year ended June 30, 2013, the District implemented Governmental Accounting Standards Board (GASB) Statement Nos. 63 and 65. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *Management's Discussion and Analysis* and *Required Supplementary Information*, on pages 4 through 30 and 53 through 55, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The individual fund financial statements identified in the accompanying table of contents as supplementary information are presented for purposes of additional analysis and are not a required part of the basic financial statements. The individual fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards

Board of Directors
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generally accepted in the United States of America. In our opinion, the individual fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated January 24, 2014 on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Irvine, California
January 24, 2014

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

This section of the Tahoe Transportation District’s (the “District”) annual financial report presents management’s overview and analysis of the financial activities of the District during the fiscal year ending June 30, 2013. We encourage the reader to consider the information presented here in conjunction with the financial statements and the accompanying notes to those financial statements.

Financial Highlights

The District organizes and manages its budget by three different fund accounts the Transportation Capital Program Fund, the Transportation Operations Program Fund, and the District Operations General Fund. The highlights below relate to this structure of activities.

Transportation Capital Program Fund – This fund is classified as one of the District’s two Governmental funds. Beginning in FY 2008 the District has received five annual allocations totaling \$16,847,935 from the Tahoe Metropolitan Planning Organization (TMPO) as a sub-recipient for Federal Lands Highway (FLH) Program. These program funds have supported the implementation planning for various capital transportation projects and programs inside the Tahoe basin including, but not limited to the Lake Tahoe Aquabus Project, America’s Most Beautiful Bikeway Project, State Route 89/Fanny Bridge Community Revitalization Project, State Route 28 Scenic Byway Project, the Incline Gateway Project, and the US 50 South Shore Community Revitalization Project. The Incline Gateway Project was constructed in 2010.



**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

The FLH funding supports all the above-mentioned projects through the environmental and permitting process, consistent with the eligibility of the funding. In prior fiscal years, the District expended \$6,358,535 and in Fiscal Year 2013 (FY 13), the District expended \$2,950,043, leaving a remaining balance of \$7,496,808 for use through September 30, 2015.

In FY 13, the District completed construction on a one mile section of the South Demo Bike Trail. Costs incurred during FY 13 totaled \$1,647,802 and was funded with State of Nevada State Question 1 (Q1) bond sales, Nevada Department of Transportation's (NDOT) gas tax proceeds, Tahoe Fund donation, and Lake Tahoe License Plate Fund grant funds.

The District's Capital Program acquired equipment for use in transit operations. In FY 13, the District purchased one 2012 Hometown Trolley, acquired twenty electronic fare boxes, and purchased various other pieces of equipment. The District also completed the final phases necessary to get an automatic vehicle location (AVL) system that went on line in August 2012. Costs incurred for transit related capital and preventive maintenance improvements totaled \$598,038.

The District's Capital Program Fund revenues totaled \$5,718,143 during FY 13, while expenditures totaled \$5,120,463. Transfers from the Capital Improvement Program Fund (Equipment/Preventive Maintenance) to the Transit Fund totaled (\$598,038). The net change in fund balance decreased in FY 13 by \$358.

Transit Operations Program Fund – The District is a bi-state compact agency created as a special purpose district by Article IX of the 1980 Tahoe Regional Planning Compact. In accordance with the Compact, the District may own and operate a regional public transit system, including contracting with private companies and local governments, within the Lake Tahoe Region, and for purposes of connecting the Region with out-of-basin transit facilities. The District is eligible to apply for and receive state and federal grants to this end.

In November 2010, the District became the public administrator of the south shore public transportation system after the former organization declared bankruptcy and began the process of dissolution. Service for the operation is provided by a private contractor and funded through a private-public partnership. The service provides the need for a reliable coordinated transit system that is convenient and safe for residents, commuters and tourists. Transit service is provided through fixed route, demand response, and commuter express services 365 days per year.

The District began the second year of the pilot seasonal East Shore Express Shuttle program which launched in June 2012, shuttling beachgoers from Incline Village to Sand Harbor State Park. The program was funded through federal grants from the Federal Transit Administration and the US Forest Service, in response to community and public safety agency concerns about safety, seasonal congestion, and shoulder parking related erosion.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**



In FY 13, the District expanded transit operations to include mobility management planning. This program can be described as an outreach approach to improve accessing service, coordination amongst service groups, and customer service which enhances the ease of use of transportation networks.

The District was also successful in obtaining a Congestion Mitigation Air Quality (CMAQ) grant. This two year program beginning in FY 13 was implemented to support efforts that contribute to air quality improvements and provide congestion relief by offering free rides on the South Shore Transit System periodically throughout the year.

Transit operation revenues totaled \$4,798,046 during FY 13, while expenditures totaled \$5,301,670, including \$717,717 in depreciation. Transfers from the Capital Improvement Program Fund (Equipment/Preventive Maintenance) and General Fund totaled \$618,038. The net change in fund balance increased in FY 13 by \$114,414.

Transit operations are classified as an enterprise fund and the financial information presented can be found under the business-type activities.

District Operations General Fund – This is the second fund classified as a Governmental fund. Under this fund are functions not found under the capital governmental fund or the enterprise fund. For example, the District continued to provide transportation system improvements and transit services in the Tahoe region through a partnering approach to planning and implementation of a system that improves safety, protects the environment, and contributes to economic vitality. In FY 13, the District assisted the Truckee North Tahoe Transportation Management Association (TNT-TMA) in launching the North Lake Tahoe Free Skier Shuttle Service. The District continued efforts on the North Lake Tahoe Water Shuttle pilot program, connecting the north and west shores of Lake Tahoe. The District also continued efforts to provide airport shuttle service between Reno and the Truckee North Tahoe area. The District operates the CNG fueling facility located at the South Lake Tahoe airport. Staff continues to seek new funding opportunities to bring construction dollars to the Basin so all projects will result in on the ground achievements.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**



The general fund revenues totaled \$455,724 during FY 13, while expenditures totaled \$349,994. Transfers from the General Fund to the Transit Fund totaled \$20,000. The net change in fund balance increased in FY 13 by \$85,730.

District Personnel - In FY 13, personnel costs for the Governmental Fund (General and Capital Improvement Program) totaled \$444,166 and \$224,593 for the Enterprise Fund (Transit Operations), bringing the total personnel costs to \$668,759.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements for the fiscal year ended June 30, 2013. The basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the financial statements, along with supplementary information.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances on a full accrual basis in a manner similar to a private-sector business.

The statement of net assets presents the financial position of the District, including its capital assets and long-term liabilities. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents the District's revenues and expenses for each of the District's programs and explains in detail the change in net assets for the year. The amounts in these statements are separated into Governmental Activities and Business-type Activities. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in this statement for some items that may result in cash flows or expenses in future fiscal periods.

Governmental Activities are activities related to the District's capital improvement program (CIP) and general government. The District is principally supported by governmental revenues, including federal and state grants.

Business-type Activities are activities related to the District's enterprise fund for transit operations. Transit operations are principally supported by governmental revenues, including federal grants, local government sources, and Transportation Development Act (TDA) funding in California. Non-government sources include private sector contributions and farebox revenues collected from passengers.

Fund Financial Statements

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District utilizes two governmental funds, Capital Improvement Program (CIP) and General; and one Enterprise Fund for Transit Operations.

Governmental Funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements described above. However, unlike the government-wide financial statements, the Governmental Fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. This fund is reported using the *modified accrual* accounting method, which measures cash and all other financial assets that can readily be converted to cash. The Governmental Fund statements provide a detailed short-term view of the District's general government operations. Governmental Fund information is

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

useful in evaluating the government's financial resources that can be spent in the near future to finance the District's programs.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Proprietary Funds consist of both enterprise funds and internal service funds. The District only uses enterprise funds. The enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. As mentioned earlier, the District uses enterprise funds to account for its transit operations.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide statements.



**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Government-wide Financial Analysis

As noted previously, net assets may serve over time as a useful indicator of a government's financial position. At June 30, 2013, the District's assets exceeded liabilities by \$6,113,440, a decrease of \$31,952 from June 30, 2012. Our analysis below focuses on net assets of the District's governmental and business-type activities.

Table 1 provides a summary that compares the District's net assets at FY 13 to FY 12.

**Table 1 - Summary of Statement of Net Position
June 30, 2013**

	<i>Governmental Activities</i>						<i>Business-type Activities</i>				<i>Total</i>				
	General	CIP	Total	Total		%	Transit Ops	Total		%				%	
	FY 2013	FY 2013	FY 2013	FY 2012	\$ Change	Change	FY 2013	FY 2012	\$ Change	Change	FY 2013	FY 2012	Change	Change	
Net Position - Governmental Activities:															
Current and other Assets	\$ 198,830	\$ 1,248,452	\$ 1,447,282	\$ 856,031	\$ 591,251	69%	\$ 1,318,017	\$ 1,072,663	\$ 245,354	23%	\$ 2,765,299	\$ 1,928,694	\$ 836,605	43%	
Capital Assets, Net	774,980	-	774,980	993,954	(218,974)	-22%	4,554,747	4,716,740	(161,993)	-3%	5,329,727	5,710,694	(380,967)	-7%	
Total Assets	\$ 973,810	\$ 1,248,452	\$ 2,222,262	\$ 1,849,985	\$ 372,277	20%	\$ 5,872,764	\$ 5,789,403	\$ 83,361	1%	\$ 8,095,026	\$ 7,639,388	\$ 455,638	6%	
Current Liabilities and Other Long-term Liabilities	\$ 29,811	\$ 1,248,810	\$ 1,278,621	\$ 772,742	\$ 505,879	65%	\$ 626,015	\$ 658,684	\$ (32,669)	-5%	\$ 1,904,636	\$ 1,431,426	\$ 473,210	33%	
Due within one year	\$ 14,023	\$ -	\$ 14,023	\$ 10,832	\$ 3,191	29%	\$ 5,215	\$ 4,811	\$ 404	8%	\$ 19,238	\$ 15,643	\$ 3,595	23%	
Due beyond one year	42,068	-	42,068	32,495	9,573	29%	15,644	14,432	1,212	8%	57,712	46,927	10,785	23%	
Total Liabilities	\$ 85,902	\$ 1,248,810	\$ 1,334,712	\$ 816,069	\$ 518,643	64%	\$ 646,874	\$ 677,927	\$ (31,053)	-5%	\$ 1,981,586	\$ 1,493,996	\$ 487,590	33%	
Investment in Capital Assets Unrestricted	\$ 774,980	\$ -	\$ 774,980	\$ 993,954	\$ (218,974)	-22%	\$ 4,554,747	\$ 4,716,740	\$ (161,993)	-3%	\$ 5,329,727	\$ 5,710,694	\$ (380,967)	-7%	
Unrestricted	112,928	(358)	112,570	39,962	72,608	182%	671,143	394,736	276,407	70%	783,713	434,698	349,015	80%	
Total Governmental Net Position	\$ 887,908	\$ (358)	\$ 887,550	\$ 1,033,916	\$ (146,366)	-14%	\$ 5,225,890	\$ 5,111,476	\$ 114,414	2%	\$ 6,113,440	\$ 6,145,392	\$ (31,952)	-1%	

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Assets

Governmental Activity:

Current and other Assets – Current assets increased by \$591 thousand, or 69%, from \$856 thousand at June 30, 2012 to \$1.447 million at June 30, 2013. The primary key factors that resulted in this increase include:

- Increase in Cash of \$375 thousand resulting from Q1 funds and the TMPO advancing Prop 1B funds.
- Increase in Accounts Receivable of \$215 thousand resulting from the District invoicing a number of grants for their Capital Improvement Programs during FY 13 that were not in place in FY 12.
- The balance can be attributable to normal fluctuations in working capital due to the timing of revenues and expenses.

Capital Assets – Capital assets decreased by \$219 thousand, or (22%), from \$994 thousand at June 30, 2012 to \$775 thousand at June 30, 2013. The decrease is attributable to FY 13 depreciation.

- Depreciation for FY 13 totaled \$219 thousand.

Business-type Activities:

Current and other Assets – Current assets increased by \$245 thousand, or 23%, from \$1.073 million at June 30, 2012 to \$1.318 million at June 30, 2013. The primary key factors that resulted in this increase include:

- Increase in Cash of \$334 thousand mainly attributable to the net receipt of FY 12 receivables versus the disbursements for FY 12 payables, and an increase in Fare box and Pass Sales collected in FY 13, requiring less contributions to be used as grant match.
- Decrease in Accounts Receivable of \$100 thousand primarily resulting from the decrease in outstanding TDA funding from FY 12 to FY 13. TDA provides two major sources of funding for public transportation: the Local Transportation Fund (LTF) and the State Transit Assistance fund (STA). These funds are for the development and support of public transportation needs that exist in California and are allocated to areas of each county based on population, taxable sales and transit performance.
- Increase in Prepaid expenses of \$11 thousand, as the District paid the entire vehicle damage insurance premium in FY 13, as opposed to making quarterly installment payments in FY 12.
- The balance can be attributable to normal fluctuations in working capital due to the timing of revenues and expenses.

Capital Assets – Capital assets decreased by \$162 thousand, or (3%), from \$4.717 million at June 30, 2012 to \$4.555 million at June 30, 2013. The decrease is attributable to the following factors:

- Increase of \$556 thousand from the transfer of capital assets related to the operations of the transit system, including fleet (trolley) and equipment (electronic fare boxes, etc.) from the governmental fund.
- Decrease of \$718 thousand due to depreciation for FY 13.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Liabilities

Governmental Activities:

Current and Other Liabilities – Current and Other Liabilities increased by \$506 thousand, or 65%, from \$773 thousand at June 30, 2012 to \$1.279 million at June 30, 2013. Some of the key factors that resulted in this increase include:

- Increase of \$225 thousand in Accounts Payable for payments made in FY 14 for expenses incurred on or before June 30, 2013.
- Increase of \$281 thousand in Deferred Revenues primarily attributable to the advancement of Q1 proceeds and the TMPO's Prop 1B funds.
- The balance can be attributable to normal fluctuations in working capital due to the timing of revenues and expenses.

Long-term Liabilities - Long-term liabilities increased by \$13 thousand or 29%, from \$43 thousand at June 30, 2012 to \$56 thousand at June 30, 2013. The increase is attributable to recording staff's unused accrued Paid Time Off at June 30, 2013.

Business-type Activities:

Current and Other Liabilities – Current and Other Liabilities decreased by \$33 thousand, or (5%), from \$659 thousand at June 30, 2012 to \$626 thousand at June 30, 2013. The decrease can primarily be attributed to the following factors:

- Decrease of \$27 thousand in Accounts Payable for payments made in FY 14 for expenses incurred on or before June 30, 2013.
- Decrease of \$6 thousand in Deferred Revenues resulting from the reduction in the annual contribution made by Vail Resorts during the winter season and allocated evenly throughout the year.
- The balance can be attributable to normal fluctuations in working capital due to the timing of revenues and expenses.

Long-term Liabilities – Long-term liabilities increased by \$2 thousand, or 8%, from \$19 thousand at June 30, 2012 to \$21 thousand at June 30, 2013. The increase is attributable to recording staff's unused accrued Paid Time Off at June 30, 2013.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Net Position

Governmental Activities:

- Investment in Capital Assets – The amount invested in capital assets decreased by \$219 thousand, or (22%), from \$994 million at June 30, 2012 to \$775 thousand at June 30, 2013. The decrease is primarily attributable to the capital expenses net of \$219 thousand in depreciation expense (see Note 3 – Capital Assets - Governmental Activities).

Since these assets were purchased with federal grants, the District is responsible for maintaining the federal public interest. The federalized portion of the assets is \$631 thousand of the \$775 thousand.

- Unrestricted – Unrestricted net position increased by \$73 thousand, or 182%, from \$40 thousand at June 30, 2012 to \$113 thousand at June 30, 2013. The increase is primarily attributable to fluctuations in working capital from the timing of revenues and associated expenses resulting from normal operations. Unrestricted net assets represent the portion of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation or other legal requirements.

Business-type Activities:

- Investment in Capital Assets – The amount invested in capital assets decreased by \$162 thousand, or (3%) from \$4.717 million at June 30, 2012 to \$4.555 million at June 30, 2013. The decrease can be primarily attributable to the capital expenses discussed above, net of \$718 thousand in depreciation expense (see Note 3 – Capital Assets - Business-type Activities).

Since these assets were purchased with federal/state grants, the District is responsible for maintaining the federal/state public interest. The federalized/state portion of the assets is \$3.812 million of the \$4.555 million.

- Unrestricted – Unrestricted net position balance of \$671 thousand at June 30, 2013 is primarily attributable to fluctuations in working capital from the timing of revenues and associated expenses resulting from normal operations. Same as Governmental Activities, unrestricted net assets represent the portion of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation or other legal requirements.



**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

The changes in net assets could be referred to as the "bottom line" and results from the combination of revenues, expenses, and the release of assets from restrictions.

The District's revenues increased by \$1.174 million, or 12%, from \$9.798 million at year ending June 30, 2012 to \$10.972 million at year ending June 30, 2013. The expenses increased by \$1.950 million, or 22%, from \$9.054 million at year ending June 30, 2012 to \$11.004 million at year ending June 30, 2013. The District did not have any restricted assets on July 1, 2012. Therefore, the net assets decreased \$32 thousand from \$6.145 million at year ending June 30, 2012 to \$6.113 million at year ending June 30, 2013.

Our analysis focuses on the changes to net assets of the District's governmental and business-type activities for FY 13 and FY 12 (Table 2).

**Table 2 - Summary of Statement of Activities
June 30, 2013**

	General		Governmental Activities				Business-type Activities				Total			
	FY 2013	FY 2013	FY 2013	FY 2012	\$ Change	% of Change	FY 2013	FY 2012	\$ Change	% of Change	FY 2013	FY 2012	\$ Change	% of Change
Revenues														
Charges for Services	\$ 296,251	\$ -	\$ 296,251	\$ 131,981	\$ 164,270	124%	\$ 704,467	\$ 626,820	\$ 77,647	12%	\$ 1,000,718	\$ 758,801	\$ 241,917	32%
Operating Grants	-	-	-	142,424	(142,424)	-100%	2,999,918	2,778,229	221,689	8%	2,999,918	2,920,653	79,265	3%
Capital Grants & Contributions	-	5,717,774	5,717,774	4,708,789	1,008,985	21%	-	-	-	0%	5,717,774	4,708,789	1,008,985	21%
Other Revenues	67,402	369	67,771	55,966	11,805	21%	1,093,661	1,274,768	(181,107)	-14%	1,161,432	1,330,734	(169,302)	-13%
Taxes	92,071	-	92,071	78,683	13,388	17%	-	-	0	0%	92,071	78,683	13,388	17%
Total Revenues	\$ 455,724	\$ 5,718,143	\$ 6,173,867	\$ 5,117,843	\$ 1,056,024	21%	\$ 4,798,046	\$ 4,679,817	\$ 118,229	3%	\$ 10,971,913	\$ 9,797,660	\$ 1,174,253	12%
Expenditures														
Charges for Services	\$ 282,656	\$ -	\$ 282,656	\$ 121,667	\$ 160,989	132%	\$ -	\$ -	\$ -	0%	\$ 282,656	\$ 121,667	\$ 160,989	132%
Operating Grants	-	-	-	35,160	(35,160)	-100%	5,301,670	5,099,928	201,742	4%	5,301,670	5,135,088	166,582	3%
Capital Grants	-	5,120,463	5,120,463	3,456,588	1,663,875	48%	-	-	-	0%	5,120,463	3,456,588	1,663,875	48%
Other Expenses	299,076	-	299,076	340,667	(41,591)	-12%	-	-	-	-	299,076	340,667	(41,591)	-12%
Total Expenditures	\$ 581,732	\$ 5,120,463	\$ 5,702,195	\$ 3,954,082	\$ 1,748,113	44%	\$ 5,301,670	\$ 5,099,928	\$ 201,742	4%	\$ 11,003,865	\$ 9,054,010	\$ 1,949,855	22%
Net Revenues from Expenses	\$ (126,008)	\$ 597,680	\$ 471,672	\$ 1,163,761	\$ (692,089)	-59%	\$ (503,624)	\$ (420,111)	\$ (83,513)	20%	\$ (31,952)	\$ 743,650	\$ (775,602)	-104%
Transfers														
Transfers In (Revenues)	\$ -	\$ -	\$ -	\$ 76,331	\$ (76,331)	-100%	\$ 618,038	\$ 1,303,134	\$ (685,096)	-53%	\$ 618,038	\$ 1,379,465	\$ (761,427)	-55%
Transfers Out (Expenses)	20,000	598,038	618,038	1,379,465	761,427	55%	-	-	-	-	618,038	1,379,465	(761,427)	-55%
Total Transfers	\$ (20,000)	\$ (598,038)	\$ (618,038)	\$ (1,303,134)	\$ 685,096	-53%	\$ 618,038	\$ 1,303,134	\$ (685,096)	-53%	\$ -	\$ -	\$ -	0%
Increase / (Decrease) in Net Position	\$ (146,008)	\$ (358)	\$ (146,366)	\$ (139,373)	\$ (6,993)	5%	\$ 114,414	\$ 883,023	\$ (768,609)	-87%	\$ (31,952)	\$ 743,650	\$ (775,602)	-104%
Beginning Net Position	\$ 1,033,916	\$ -	\$ 1,033,916	\$ 1,173,289	\$ (139,373)	-12%	\$ 5,111,476	\$ 4,228,453	\$ 883,023	21%	\$ 6,145,392	\$ 5,401,742	743,650	14%
Ending Net Position	\$ 887,908	\$ (358)	\$ 887,550	\$ 1,033,916	\$ (146,366)	-14%	\$ 5,225,890	\$ 5,111,476	\$ 114,414	2%	\$ 6,113,440	\$ 6,145,392	\$ (31,952)	-1%

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Revenues

Governmental Activities:

Charges for Services – Charges for services increased by \$164 thousand, or 124%, from \$132 thousand for the year ended June 30, 2012 to \$296 thousand for the year ended June 30, 2013. The increase is primarily attributable to the following:

- Increase of \$179 thousand from the District agreeing to oversee TNT-TMA's contract with Amador Stage Lines for a North Shore Ski Shuttle pilot program.
- Decrease of \$15 thousand attributable to the decrease in total CNG therm sales of 13,452 therms from 96,255 therms in FY 12 to 82,803 therms in FY 13. The decrease was expected as the District decided to discontinue the use of CNG buses on Highway 207 due to performance issues and using diesel trolleys for route 30 instead of CNG buses.

Operating Grants and Contributions – Operating grants and contributions decreased by \$142 thousand, or (100%), from \$142 thousand for the year ended June 30, 2012 to \$0 for the year ended June 30, 2013. The decrease is attributed to the following:

- Southern Nevada Public Land Management Act (SNPLMA) Grant - A decrease of \$142 thousand incurred due to the District shifting these revenues from the General fund directly to the Transit Fund as the District operates the route. Historically, the general fund recorded the revenue and then transferred it to the transit fund.

Capital Grants and Contributions - Capital grants and contributions increased by \$1.009 million, or 21%, from \$4.709 million for the year ended June 30, 2012 to \$5.718 million for the year ended June 30, 2013. The increase is primarily attributable to the following programs:



- NDOT Gas Tax – Increase of \$978 thousand used for expenses incurred on the South Demo Bikeway construction project.
- Increase of \$595 thousand in a Q1 state bond sales agreement. These funds were used to match the Scenic Byways Grant for the North Demo Bikeway and for expenses incurred on the South Demo Bikeway construction project.
- Tahoe Fund (Non-Profit) – Increase of \$12,850 for expenses incurred on the South Demo Bikeway construction project.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

- Lake Tahoe License Plate Fund – Increase of \$37,150 for expenses incurred on the South Demo Bikeway construction project.
- Federal Highways Scenic Byways grant - Decrease of \$78 thousand in a funding opportunity which enabled the District to be reimbursed for preliminary design and environmental costs originally programmed in the FLH Half Percent grant for the North Demo Bikeway project. The entire grant has been utilized and the close out process completed.



- FLH Grant (awarded to TRPA and sub-awarded to the District) - Increase of \$70 thousand for reimbursement of transportation project planning activities in the Tahoe Basin.



- American Recovery & Reinvestment Act (ARRA) Grant - Decrease of \$844 thousand as the District completed the bulk of the ARRA purchases for transportation equipment and related infrastructure in FY 12, however, testing and implementation for the AVL System was completed in early FY 13.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
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SNPLMA Round 5 Grant - Decrease of \$19 thousand in expense reimbursements for environmental and preliminary engineering costs originally programmed in the FLH Half Percent grant for the US 50 South Shore Community Revitalization Project. The decrease was expected as the District invested in additional community outreach and additional time was necessary to evaluate the findings.



- FTA 5309 Grant - Decrease of \$138 thousand used for the purchase of transportation equipment, preventive maintenance and related infrastructure, including bus shelters. The decrease was expected as Phase II of the CA Shelter construction project was delayed for one year due to delays in a California Department of Transportation (Caltrans) water quality project occurring within the construction area. The Project was complete in FY 14.
- FTA 5309 Grant – Increase of \$184 thousand for the purchase of one 2012 Hometown Trolley.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
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- NDOT 5311 Grant – Increase of \$252 thousand for the purchase of 20 electronic fareboxes.
- California Prop 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Grant – Decreased of \$25 thousand for the purchase of fleet vehicles (Trolley match), equipment (including electronic fareboxes) and CA shelters. As explained earlier, the Phase II CA Shelter program was delayed due to the Caltrans water quality project. The District will be utilizing the available Prop 1B funds in FY 14.
- California Prop 1B Transit System Safety, Security, and Disaster Response Account (TSSSDRA) Grant - Decrease of \$16 thousand. The District did not receive any TSSSDRA funding during FY 13.

Other Revenues – Other Revenues increased by \$12 thousand, or 21%, from \$56 thousand for the year ended June 30, 2012 to \$68 thousand for the year ended June 30, 2013. The increase is attributable to an increase in contributions made to the District.

Taxes – Taxes increased by \$13 thousand or 17% from \$79 thousand for the year ended June 30, 2012 to \$92 thousand for the year ended June 30, 2013. The increase is attributable to an increase in Rental Car Mitigation Fees (RCMF).

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Business-type Activities:

Charges for Services – Charges for services increased by \$77 thousand, or 12%, from \$627 thousand at June 30, 2012 to \$704 thousand at June 30, 2013. The increase is attributable to an increase in Fare box Revenue and Pass Sales.

OPERATIONS



Operating Grants – Operating grants increased by \$222 thousand, or 8%, from \$2.778 million at June 30, 2012 to \$3.000 million at June 30, 2013. The increase is attributed to the following programs:

- FTA 5311 Operations Grant from NDOT - Increase of \$178 thousand for the Nevada portion of the South Tahoe transit system.
- SNPLMA – Increase of \$147 thousand as Route 30 reimbursements had previously been recorded in the General Fund. Now that the District operates the Route, the grant has been re-classed to the Transit Fund. The grant reimburses operating costs for the West Shore Transit summer program which connects the west shore to the south shore of Lake Tahoe and runs from Memorial Day Weekend through the first weekend of October.
- FTA 5311 Mobility Management from NDOT – Increase of \$55 thousand for a new program which uses a strategic approach to improve service coordination and customer service to enhance the ease of use and accessibility of transportation networks.
- CMAQ – Decrease of \$135 thousand as the funding shifted from operational support to Spare the Air campaign.
- TDA funding - Decrease of \$142 thousand for FY 13.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

EAST SHORE EXPRESS PILOT PROGRAM



As mentioned earlier, the District responded to the community and public agency's concerns about safety, seasonal congestion and shoulder parking-related erosion and entered into a two-year pilot program to shuttle beachgoers from Incline Village to Sand Harbor State Park. The program is funded through federal grants from the Federal Transportation Administration and the US Forest Service.

- NDOT FTA 5311 Grant - Revenues increased \$72 thousand for 60% of the costs incurred through June 30, 2013. .
- SNPLMA Round 10 Grant - Revenues increased \$47 thousand for 40% of the costs incurred through June 30, 2013.

Other Revenues – Other revenues decreased \$181 thousand, or (14%), from \$1.275 million at June 30, 2012 to \$1.094 million at June 30, 2013. The decrease is primarily due to the following:

- Decrease of \$42 thousand in public and private contributions.
- Decrease of \$139 thousand in insurance claim revenues.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Expenses

Governmental Activity:

Charges for Services – Charges for services increased by \$161 thousand, or 132%, from \$122 thousand for the year ended June 30, 2012 to \$283 thousand for the year ended June 30, 2013. The increase is primarily attributable to the following:

- Increase of \$179 thousand in expenses generated from the District agreeing to oversee TNT-TMA's contract with Amador Stage Lines for a North Shore Ski Shuttle pilot program.
- Decrease of \$18 thousand in CNG costs as the District discontinued CNG bus usage on some of the routes, thereby reducing the CNG fueling & maintenance expenses.

Operating Grants – Operating grant expenses decreased by \$35 thousand, or (100%), from \$35 thousand for the year ended June 30, 2012 to \$0 for the year ended June 30, 2013. The decrease is attributed to the District shifting the non-South Shore Transit (Placer County, TNT-TMA) SNPLMA grant expenses for the 2013 West Shore summer transit service to the Business-type Activity (Transit Fund).

Capital Grants - Capital grant expenses increased by \$1.664 million, or 48%, from \$3.456 million for the year ended June 30, 2012 to \$5.120 million for the year ended June 30, 2013.

The increase is primarily attributable to the following programs:

- South Demo Bikeway Expenses – An increase of \$1.545 million for expenses incurred on the South Demo Bikeway construction project.
- FLH Expenses – An increase of \$70 thousand for transportation project planning and activities, including personnel costs, in the Tahoe Basin.
- Equipment and Maintenance Expenses - Increase of \$68 thousand used for the purchase of transportation equipment, preventive maintenance and related infrastructure.
- SNPLMA Round 5 Expenses - Decrease of \$19 thousand for environmental, preliminary engineering, and final design expenses originally programmed in the FLH Half Percent grant for the US 50 South Shore Community Revitalization Project.

Other Expenses – Other expenses decreased by \$42 thousand, or (12%), from \$341 thousand for the year ended June 30, 2012 to \$299 thousand for the year ended June 30, 2013. The decrease is primarily attributed to the following factors:

- Decrease of \$13 thousand primarily due to legal fees arising from costs incurred from the set-up of the North Shore Water Shuttle Pilot Program incurring in FY 12 but not in FY 13.
- Personnel Expenses – Decrease of \$11 thousand resulting from the increase in staff's time to other programs, i.e., capital grants & transit.
- Decrease of \$14 thousand in depreciation.
- Decrease due to normal fluctuations in the timing and recognition of increases and decreases in operating expenses.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Business-type Activity:

Operating Expenses – Operating grant expenses increased by \$202 thousand, or 4% from \$5.100 million at year end June 30, 2012 to \$5.302 million at June 30, 2013. The increase is detailed as follows:

FY 13 to FY 12 Comparisons

- Increase of \$183 thousand in Depreciation
- Increase of \$137 thousand in Contractor Fees
- Increase of \$75 thousand in Facility Rent & Utilities, including Telephone costs
- Increase of \$67 thousand in Advertising
- Increase of \$49 thousand in Legal Fees, arising from the MV vs STATA lawsuit
- Increase of \$45 thousand in Fare box Replacement costs
- Increase of \$21 thousand in Professional Services
- Increase of \$12 thousand in Personnel costs, including Fringe Benefits
- Decrease of \$238 thousand in Repairs & Maintenance costs
- Decrease of \$111 thousand in Insurance costs
- Decrease of \$12 thousand in Reproduction and Printing
- Decrease of \$17 thousand in Equipment under \$5 thousand
- Costs due to normal fluctuations in the timing and recognition of increases and decreases in operating expenses

Transfers**Governmental Activity:**

The District transferred \$20 thousand from the General fund to the enterprise fund during FY 13. The District also transferred \$598 thousand from the CIP fund to the enterprise fund. See Business-type Activity for details.

Business-type Activity:

The enterprise fund received \$618 thousand from the governmental fund during FY 13. These transfers are summarized below:

- Transfer of \$20 thousand from the General fund to the Transit fund to support South Shore Transit Management.
- Transfer of \$295 thousand from the CIP fund to the Transit fund for 20 Electronic Fare boxes, reimbursed by FTA 5311 and Prop 1B grants.
- Transfer of \$229 thousand from the CIP fund to the Transit fund for the 2012 Hometown Trolley, purchased with FTA 5309 and Prop 1B grants.
- Transfer of \$36 thousand from the CIP fund to the Transit fund for FTA expenses for the purchase of transportation equipment and related infrastructure, including four bus shelters, computers and software, reimbursed by FTA 5309 and Prop 1B grants.
- Transfer of \$30 thousand from the CIP fund to the Transit fund for ARRA purchases of AVL Equipment.
- Transfer of \$8 thousand from the CIP fund to the Transit fund for Preventive Maintenance costs, reimbursed by a CIP - FTA grant.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

The District’s Funds

Governmental Activities

The District’s governmental fund reports an unrestricted net position of \$113 thousand, which is \$73 thousand more than last year’s unrestricted net position of \$40 thousand.

Business-type Activities

The District’s enterprise fund reports an unrestricted net position of \$671 thousand, which is \$276 thousand more than last year’s unrestricted net position of \$395 thousand.



**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Fund Budgetary Highlights

The District's budget is prepared according to Nevada state law and the modified accrual basis of accounting. The budget is legally adopted by the Board of Directors.

There were no budget adjustments during FY 13.

Governmental Activities:

Revenues

- General Fund - The primary sources of revenues for the general fund are made up of RCMF, CNG fueling revenues, North Shore Ski Shuttle Service and contributions from public and private sources. Actual revenues were more than the final budget by \$202 thousand and resulted in the District's decision to oversee the North Shore Ski Shuttle Contract (Mid-year pilot program which was not included in the original FY 13 budget) and additional contributions then originally estimated.
- CIP Fund – The primary source of revenues for the CIP fund are made up of federal grants, state funding and contributions. Actual revenues were less than the final budget by \$5.453 million. The under-run in the capital assistance grants are strictly related to timing. Funds in these categories are received on a reimbursement basis. Reimbursements are requested as expenses are incurred throughout the life of a project. The projects contributing to the under-runs are:
 - 1 FTA purchases matched with Prop 1B funds. The District waits to order equipment, including buses, until the matching Prop 1B (CA Bond sales) funds are received. As the funds were not received in FY13, the purchases will be rolled into the FY 14 budget.
 - 2 FLH was invoiced less than budgeted due to environmental document delays, inclusion of additional project alternatives, and continued public outreach efforts for the US 50 South Shore Community Revitalization project.

Expenses

- General Fund – The actual expenditures were more than the final budget by \$119 thousand. The primary over-run resulted from the District's decision to oversee the North Shore Ski Shuttle Service.
- CIP Fund – The actual expenditures were less than the final budget by \$5.453 million. The primary variances listed below:
 - 1 FTA projects the District budgeted in FY 13 were delayed and re-budgeted in FY 14. These projects included Bus & Trolley Purchases, Shelter Construction and Transit Equipment Purchases.
 - 2 Delays associated with the US 50 South Shore Community Revitalization project, more specifically, the need for additional public outreach, the development and consideration of additional alternatives and the limited Tahoe field season precluded the collection of data for particular studies (i.e. botanical surveys) reduced the amount of expected expenditures. The expenses for this project were re-budgeted in FY 14.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Business-type Activities

Revenues

- Transit Fund – The primary sources of revenues for the transit fund consist of federal and state grants, TDA funding, farebox/pass sales and private/public contributions. Revenues also include transfers from the CIP fund for fixed assets. Actual revenues were less than the final budget by \$1.906 million. The under-run resulted primarily from over estimating the transfer of assets from the CIP fund as the District had to wait for matching Prop 1B funding. As funding was not received in FY13, the projects will be rolled into the FY 14 budget. Operating grant revenues were less than anticipated as operating costs came in under budget while Fare box/Pass Sales came in higher than estimated.

Expenses

- Transit Fund – The actual expenditures were less than the final budget by \$598 thousand. The primary variance was due to over estimating vehicle fuel, operator and maintenance costs.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Capital Assets

Table 3 shows FY 12 balances compared to FY 13.

**Table 3 - Summary of Capital Assets, Net Depreciation
June 30, 2013**

	<i>Governmental Activity</i> Balance June 30, 2013	<i>Business-type Activity</i> Balance June 30, 2013	<i>Total</i> District Assets	FY 2012	\$ Change
Capital Assets					
Construction in process	\$ -	275,145	275,145	125,000	150,145
*Buildings, net depreciation	35,345	0	35,345	120,172	-84,827
Equipment, net depreciation	739,635	4,279,602	5,019,237	5,465,522	-446,285
Total govt activity capital assets, depreciated, net	<u>\$ 774,980</u>	<u>\$ 4,554,747</u>	<u>\$ 5,329,727</u>	<u>\$ 5,710,694</u>	<u>\$ (380,967)</u>
 Federalized portion of TTD Assets	 630,833	 3,810,892	 4,441,725		

* TTD does not own a building, but rather equipment for the CNG facility.

Overall, the District's capital assets decreased \$381 thousand from \$5.711 million at June 30, 2012 to \$5.330 million at June 30, 2013. The decrease is comprised of equipment purchases of \$556 thousand offset by \$937 thousand in depreciation for the year.

The Federalized portion of the District's fleet totals \$4,441,725. Per FTA OMB Circular C-5010.1D, any disposition of rolling stock before the end of its service life requires prior FTA approval. FTA is entitled to its share of the remaining Federal interest. The Federal interest is determined by calculating the fair market value of the project property immediately before the occurrence prompting the withdrawal of the project property from appropriate use. If project property is being removed from service before the end of its useful life, the Federal interest and the return to FTA is the greater of FTA's share of the unamortized value of the remaining service of life per unit, based on straight line depreciation of the original purchase price, or the Federal share of the sales price.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Factors Bearing on the District's Future

The key assumptions in the revenue and expenditure forecast for upcoming fiscal years are:

1. The remaining balance of the third round of FLH half-percent transportation grant funding for Federal Fiscal Year 2009 from the TMPO totaling \$1,102,712 will be expended on various transportation projects inside the Tahoe Basin forecasted for FY 14.
2. The fourth round of FLH half-percent transportation grant funding for Federal Fiscal Year 2010 from the TMPO estimated to total \$3,082,624 will be expended on various transportation projects inside the Tahoe Basin forecasted for FY 14.
3. The fifth round of FLH half-percent transportation grant funding for Federal Fiscal Year 2011 from the TMPO estimated to total \$3,311,472 will be expended on various transportation projects inside the Tahoe Basin forecasted for FY 15.
4. Congressional appropriation totaling \$1 million has been awarded to the District to be used for transit vehicles and expected to be expended in FY 14 and 15.
5. Congressional appropriation balance of \$238 thousand from FTA had been awarded to the District to be used for shelter construction, IT equipment, software purchases, transit maintenance equipment, transit support vehicles and transit preventive maintenance. The grant will be completed in FY 14.
6. The District has a balance of \$414,801 in Q1, State of NV, NV Division of State Lands funds for the Nevada Stateline to Stateline Bikeway Phase IB (South Demo) Construction Project began in FY 12 and estimated to be completed in FY 15.
7. The District has been awarded a Scenic Byways grant from the FHWA, administered through NDOT, for approximately \$2 million for the Nevada Stateline to Stateline Bikeway Phase 2 (North Demo) Project, projected to start construction in early FY 14 or early FY 15.
8. The District will be wrapping up the development of the SR 28 Corridor Management Plan, a collaborative planning effort for State Route 28 among federal, state, and local agencies, in early FY 14. The SR 28 Corridor Management Plan identifies strategies and projects to organize parking; improve access to recreational areas; enhance the safety for users, including bicyclists and pedestrians; create new options for alternative modes of transportation; and improve the scenic and environmental aspects of the corridor, including improving lake clarity. At the end of FY 13, the District, in cooperation with NDOT, put together an application for the Nevada Federal Lands Access Program (FLAP) funds through FHWA-Central Federal Lands Highway Division (CFLHD). The application consisted of a five year, \$60 million project developed from the SR 28 Corridor Management Plan, including environmental, design, and construction of 11 miles of bikeway (Nevada Stateline to Stateline Bikeway Phase 2 - North Demo and Phase 3), new and expanded parking areas, transit stops, emergency and vista pullouts, and water quality improvements. Of the \$60 million, \$30 million was requested from FLAP, with the other \$30 million coming from local, state, and the \$2 million FHWA Scenic Byways grant awarded to the District as described in #7 above.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

The FLAP awards are anticipated to be announced mid-FY 14. If successful, the project would be phased with environmental review and design starting towards the end of FY 14 and completed by FY 16. Construction of portions of the project would start early FY 15 and continue through FY 20.

9. At the end of FY 13, the District in cooperation with Placer County put together an application for the California FLAP funds through CFLHD for the SR89 Fanny Bridge Community Revitalization Project, Meeks Bay Bike Trail Project, and the Dollar Creek Bike Trail. The three projects are proposed at approximately \$33 million, including environmental, design, and construction. Of the \$33 million, \$25.5 million was requested from FLAP with the other \$6 million coming from local, state, and FLH half percent funds. The FLAP request was awarded in November 2013. The projects will be phased with environmental and design for Meeks Bay Bike Trail completed at the end of FY 14 with construction starting early FY 15, and environmental and design for SR 89 Fanny Bridge completed in FY 15 with construction starting early FY 16.
10. The District will continue working on the Capital Improvement Program Environmental Analysis Documents expected to be complete in FY 14 or 15. The District has also started environmental special studies to supplement the programmatic environmental documents as required by the individual project of the Capital Improvement Program.
11. The District will continue to develop the Trans Sierra Transportation Coalition initiative, a bi-state collaboration of state and local agencies stretching from Sacramento to the Reno, Carson City, Douglas County, and perhaps as far as Fernley, Nevada. This proposal would include the counties of Amador, Alpine, El Dorado, Placer, Nevada, and perhaps Sierra on the California side; and Washoe, Carson City, Douglas, Lyon, and perhaps Storey on the Nevada side. The Coalition will accomplish the collaboration efforts necessary for transportation project implementation in the greater region, as well as collaborating on the economic connectivity and transportation ties via major airports on either side of the Tahoe Basin and the transportation corridors that connect the Lake Tahoe Basin with the rest of the greater region. The benefits of this Coalition are creating a unified inter-regional voice for transportation infrastructure investment and transit services, leveraging resources and effectiveness through partnership versus unilateral problem solving, and creating a larger political block to compete more effectively. It will facilitate the ability to educate neighboring regions about the role Tahoe plays in the larger inter-regional economy; enhance the opportunity for all partnering entities to create the financing needed to capitalize on respective project and transit service programs; give the public a more comprehensive and integrated trail, transit, and road system; and facilitate other larger inter-regional goals like the potential of high profile winter and summer sporting event bids and regional economic development goals.
12. The District has applied for two FTA 5303 grants totaling \$500,000 with NDOT for the Trans Sierra Transportation Coalition Business Case project and for long-range Inter-regional Transit System Planning.
13. The District will continue the Public Outreach Campaign for the individual projects identified in the Capital Improvement Program and for the overall program.
14. The District will complete the environmental scoping process for the South Shore Community Revitalization/US 50 Realignment Project and SR 89/Fanny Bridge

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Community Revitalization Project, and will be completing the Environmental Analysis for the NV Bikeway Phase II (North Demo) Project.

15. In FY 14, the District will update the Relocation Assistance Plan for the US 50 South Shore Community Revitalization Project as part of the Environmental Analysis.
16. The District will finish construction for Phase II of the Nevada and California transit shelter projects in FY 14.
17. The District plans to have the environmental process complete for the majority of the projects identified in the Capital Improvement Program by FY 14 and plans to apply for construction grants over the next several fiscal years. The District plans to move into the construction phase for most of the CIP projects in FY 13 through FY 16.
18. The District anticipates continuing the environmental scoping, and preliminary engineering and design for the Lake Tahoe Aqua bus Transit Project in FY 14.
19. The District has been awarded an additional \$1 million Public Lands Highway funding for US 50 South Shore Community Revitalization project through NDOT, to be expended during FY 13 through FY 15.
20. The District and NDOT completed the design of Phase 1C (Elks Point Rd to Round Hill Pines Resort) of the Nevada Stateline to Stateline Bikeway through the Construction Manager at Risk (CMAR) process using a \$2.5 million Public Lands Highways grant (PLHD) and FLH half percent funds. NDOT will be administering the construction contract starting early FY 14 with assistance from District staff. The District has a reimbursable agreement with NDOT for \$75,000 of the PLHD funds for the District's participation in the Phase 1C. A savings of approximately \$800,000 is anticipated upon completion of Phase 1C in FY 14, which will be used by the District to design and construct Phase 1D (Laura Drive) of the Nevada Stateline to Stateline bikeway. Design for Phase 1D would start in mid FY 14, utilizing FLH half percent funds, with construction in FY 15.
21. The District is working with TRPA to file amended plans with Caltrans for Prop 1B PTMISEA funding totaling in excess of \$1.8 million to be used in FY 2013 through FY 2015.
22. The District has secured FTA 5311 funding totaling \$127 thousand through Caltrans for transit operations in FY 14.
23. The District will continue the CMAQ Improvement Program totaling \$135 thousand from Caltrans in FY 14.
24. The District has secured FTA 5311 funding totaling \$1.6 million through NDOT for transit operations, including East Shore Express in FY 2014.
25. The District will be receiving California TDA funding totaling \$1.1 million for FY 14 transit operations.
26. NDOT awarded the District \$91 thousand for NV Mobility Management Program costs for FY 14.

**TAHOE TRANSPORTATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

27. The District has requested FTA 5311 funding of \$31 thousand from Caltrans for the CA Mobility Management Program costs for FY 2014.
28. The District has requested FTA 5311 funding of \$102 thousand from NDOT for a FY 14 bus purchase.
29. The collection of Rental Car Mitigation Funds will continue at a rate similar to recent years, as a result of no increases in the fee rate and current economic conditions.
30. The District was granted a \$500 thousand Line of Credit with NV State Bank in January 2012. The line will be renewed in FY 14.
31. As a result of the District's membership in the former South Tahoe Area Transit Authority (STATA), the District was sued at the end of the fiscal year 2010, along with other members of STATA, over a payment dispute between STATA and MV Transportation, Inc. (MV), STATA's former contract operator. Since that time, STATA filed for bankruptcy protection and MV's suit with STATA and the STATA members was moved from state to federal bankruptcy court. In October, 2013 the District agreed to pay both MV and STATA \$75,000 each and was asked to help secure STATA payments from Caltrans for outstanding grants reimbursements. The agreements allow for one-half of all successful submittals to be applied directly to the District's settlement agreements. Should the District be successful in recovering more than its share of \$150 thousand owed, the District will be reimbursed by the STATA liquidating agent for the extra proceeds. The District is estimating to break even and close out the settlements during FY 14.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the Tahoe Transportation District's finances for those interested and to demonstrate the District's accountability for the money it receives. Questions concerning any information provided in this report or requests for additional financial information should be addressed to the Tahoe Transportation District Finance Office, P.O. Box 499, Zephyr Cove, NV 89448.



TAHOE TRANSPORTATION DISTRICT

Statement of Net Position

June 30, 2013

	Governmental Activities	Business-type Activities	Total
<u>Assets</u>			
Cash and investments (note 2)	\$ 558,349	891,213	1,449,562
Accounts receivable	18,476	6,782	25,258
Due from other governments	867,714	395,008	1,262,722
Prepays and deposits	2,743	25,014	27,757
Capital assets, net (note 3)	774,980	4,554,747	5,329,727
 Total assets	 2,222,262	 5,872,764	 8,095,026
<u>Liabilities</u>			
Accounts payable	925,266	327,888	1,253,154
Due to other governments	12,491	2,263	14,754
Unearned revenue	340,864	295,864	636,728
Noncurrent liabilities (note 4):			
Due within one year	14,023	5,215	19,238
Due beyond one year	42,068	15,644	57,712
 Total liabilities	 1,334,712	 646,874	 1,981,586
<u>Net Position</u>			
Investment in capital assets	774,980	4,554,747	5,329,727
Unrestricted	112,570	671,143	783,713
 Total net position	 \$ 887,550	 5,225,890	 6,113,440

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT

Statement of Activities

Year ended June 30, 2013

Functions/Programs	Expenses	Program Revenue			Net (Expenses) Revenue and Changes in Net Assets		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary government:							
Governmental activities:							
General government	\$ 5,702,195	296,251	-	5,717,774	311,830	-	311,830
Total governmental activities	5,702,195	296,251	-	5,717,774	311,830	-	311,830
Business-type activities:							
Transportation	5,301,670	704,467	2,999,918	-	-	(1,597,285)	(1,597,285)
Total business-type activities	5,301,670	704,467	2,999,918	-	-	(1,597,285)	(1,597,285)
Total primary government	\$ 11,003,865	1,000,718	2,999,918	5,717,774	311,830	(1,597,285)	(1,285,455)
General revenues and transfers:							
Rental car mitigation fees					92,071	-	92,071
Unrestricted contributions					67,017	1,092,010	1,159,027
Miscellaneous revenue					754	1,651	2,405
Transfers (note 5)					(618,038)	618,038	-
Total general revenues and transfers					(458,196)	1,711,699	1,253,503
Change in net position					(146,366)	114,414	(31,952)
Net position, beginning of year					1,033,916	5,111,476	6,145,392
Net position, end of year					\$ 887,550	5,225,890	6,113,440

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT

Governmental Funds

Balance Sheet

June 30, 2013

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>Assets</u>			
Cash and cash equivalents (note 2)	\$ 161,657	396,692	558,349
Accounts receivable	18,476	-	18,476
Due from other governments	15,954	851,760	867,714
Prepays and deposits	<u>2,743</u>	<u>-</u>	<u>2,743</u>
 Total assets	 <u>\$ 198,830</u>	 <u>1,248,452</u>	 <u>1,447,282</u>
<u>Liabilities and Fund Balances</u>			
Liabilities:			
Accounts payable	\$ 17,320	907,946	925,266
Due to other governments	12,491	-	12,491
Unearned revenue	<u>-</u>	<u>340,864</u>	<u>340,864</u>
 Total liabilities	 <u>29,811</u>	 <u>1,248,810</u>	 <u>1,278,621</u>
Fund balances:			
Nonspendable:			
Prepaid items	2,743	-	2,743
Unassigned	<u>166,276</u>	<u>(358)</u>	<u>165,918</u>
 Total fund balances	 <u>169,019</u>	 <u>(358)</u>	 <u>168,661</u>
 Total liabilities and fund balances	 <u>\$ 198,830</u>	 <u>1,248,452</u>	 <u>1,447,282</u>

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT
Governmental Funds

Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position

June 30, 2013

Fund balances of governmental funds \$ 168,661

Amounts reported for governmental activities in the Statement of
Net Position are different because:

Capital assets net of depreciation have not been included as
financial resources in the governmental fund activity.

Capital assets 2,355,593
Accumulated depreciation (1,580,613)

Compensated absences are not due and payable in the current
period and accordingly are not reported as fund liabilities. (56,091)

Net position of governmental activities \$ 887,550

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT
Governmental Funds

Statement of Revenues, Expenditures and Changes in Fund Balances

Year ended June 30, 2013

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
Revenues:			
Taxes:			
Rental car mitigation fees	\$ 92,071	-	92,071
Intergovernmental:			
Federal grants:			
Federal Transportation Agency	-	538,402	538,402
FLH 1/2 percent funding	-	2,950,043	2,950,043
Other federal grants	-	448,118	448,118
State and local grants:			
Capital grants	-	1,781,211	1,781,211
Total intergovernmental	-	5,717,774	5,717,774
Charges for services:			
CNG fuel sales	117,585	-	117,585
North Shore Ski Service	178,666	-	178,666
Total charges for services	296,251	-	296,251
Other revenues:			
Contributions	67,017	-	67,017
Miscellaneous revenue	385	369	754
Total other revenues	67,402	369	67,771
Total revenues	455,724	5,718,143	6,173,867
Expenditures:			
General government:			
Personnel costs	17,195	426,971	444,166
Services and supplies	332,799	4,677,090	5,009,889
Capital outlay	-	16,402	16,402
Total expenditures	349,994	5,120,463	5,470,457
Excess of revenues over expenditures	105,730	597,680	703,410
Other financing sources (uses):			
Transfers out (note 5)	(20,000)	(598,038)	(618,038)
Total other financing sources (uses)	(20,000)	(598,038)	(618,038)
Net change in fund balance	85,730	(358)	85,372
Fund balance at beginning of year	83,289	-	83,289
Fund balance at end of year	\$ 169,019	(358)	168,661

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT
Governmental Funds

Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities

Year ended June 30, 2013

Net change in fund balances - total governmental funds \$ 85,372

Amounts reported for governmental activities in the Statement of Activities
are different because:

The governmental funds reports capital outlays as expenditures. However, in
the Statement of Activities, the costs of those assets are allocated over
their estimated useful lives as depreciation expense.

Depreciation (218,974)

Compensated absences reported on the Statement of Activities do not
require the use of current financial resources and therefore are not
reported as expenditures in governmental funds. The net change is
reported on the Statement of Activities.

(12,764)

Change in net position of governmental activities \$ (146,366)

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT

Proprietary Fund

Statement of Net Position

June 30, 2013

<u>Assets</u>	
Current assets:	
Cash and cash equivalents (note 2)	\$ 891,213
Accounts receivable	6,782
Due from other governments	395,008
Prepays and deposits	<u>25,014</u>
Total current assets	1,318,017
Noncurrent assets:	
Capital assets, net (note 3)	<u>4,554,747</u>
Total assets	<u>5,872,764</u>
<u>Liabilities</u>	
Current liabilities:	
Accounts payable	327,888
Due to other governments	2,263
Unearned revenue	295,864
Compensated absences (note 4)	<u>5,215</u>
Total current liabilities	631,230
Noncurrent liabilities:	
Compensated absences (note 4)	<u>15,644</u>
Total liabilities	<u>646,874</u>
<u>Net Position</u>	
Investment in capital assets	4,554,747
Unrestricted	<u>671,143</u>
Total net position	<u>\$ 5,225,890</u>

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT
Proprietary Fund

Schedule of Revenues, Expenses, and Change in Net Position

Year ended June 30, 2013

Operating revenues:	
Charges for services	<u>\$ 704,467</u>
Total operating revenues	<u>704,467</u>
Operating expenses:	
Personnel costs	224,593
Services and supplies	4,359,360
Depreciation expense	<u>717,717</u>
Total expenditures	<u>5,301,670</u>
Operating income (loss)	<u>(4,597,203)</u>
Nonoperating revenues (expenses):	
Contributions	1,092,010
Federal grants:	
Federal Transportation Agency	1,667,625
Other Federal grants	212,815
State and local grants	1,119,478
Miscellaneous revenue	<u>1,651</u>
Total nonoperating revenues (expenses)	<u>4,093,579</u>
Income (loss) before transfers	<u>(503,624)</u>
Transfers:	
Transfers in	<u>618,038</u>
Total transfers	<u>618,038</u>
Change in net position	114,414
Net position at beginning of year	<u>5,111,476</u>
Net position at end of year	<u>\$ 5,225,890</u>

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT
Proprietary Fund

Statement of Cash Flows

Year ended June 30, 2013

Cash flows from operating activities:	
Receipts from customers and users	\$ 696,281
Payments to suppliers	(4,294,997)
Payments to employees	(222,977)
Other non-operating revenues	<u>1,651</u>
Net cash provided (used) by operating activities	<u>(3,820,042)</u>
Cash flows from noncapital financing activities:	
Receipts from other governmental agencies	4,091,928
Receipt (from) to other funds	<u>618,038</u>
Net cash provided by noncapital financing activities	<u>4,709,966</u>
Cash flows from capital and related financing activities:	
Purchase of capital assets	<u>(555,724)</u>
Net cash provided (used) by capital and related financing activities	<u>(555,724)</u>
Net increase in cash and cash equivalents	<u>334,200</u>
Cash and cash equivalents, beginning of fiscal year	<u>557,013</u>
Cash and cash equivalents, end of fiscal year	<u><u>\$ 891,213</u></u>
Reconciliation of operating income to net cash provided (used) by operations:	
Operating income (loss)	\$ (4,597,203)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:	
Depreciation	717,717
Other non-operating revenues	1,651
Change in assets and liabilities:	
Accounts receivable	(2,601)
Due from other governments	102,354
Prepays and deposits	(10,907)
Accounts payable	28,093
Due to other governments	(55,177)
Deferred revenue	(5,585)
Compensated absences	<u>1,616</u>
Net cash provided (used) by operating activities	<u><u>\$ (3,820,042)</u></u>

Noncash investing, capital, and financing activities

There were no significant noncash capital, financing, or investing activities during the fiscal year ended June 30, 2013.

See accompanying notes to basic financial statements.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

Year Ended June 30, 2013

(1) Summary of Significant Accounting Policies

(a) Reporting Entity

The Tahoe Transportation District (District) was organized pursuant to the Tahoe Regional Planning Compact, Article IX, which established it as a special purpose district authorized and operating under federal authority provided by Public Law 96-551. The District may acquire, own and operate public transportation systems and support facilities for public or private transportation systems serving the Tahoe Region, and provide access to convenient transportation terminals outside of the Region including airport, railroad and bus terminals.

The Board of Directors consists of eleven directors. Of the voting directors, six are appointed by each of the elected local governments, two are appointed by the Transportation Management Associations and an at-large system operator is appointed by the majority of the other voting directors. The two non-voting members are the directors of the Departments of Transportation in California and Nevada, respectively.

(b) Basis of Presentation

The District's basic financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America. Financial reporting is based upon all GASB pronouncements, as well as the FASB Statements and Interpretations, APB Opinions, and Accounting Research Bulletins that were issued on or before November 30, 1989 that do not conflict with or contradict GASB pronouncements. The District's basic financial statements consist of government-wide financial statements and fund financial statements.

Government-Wide Financial Statements. The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Eliminations have been made in the statement of activities so that certain allocated expenses are recorded only once (by the function to which they were allocated). However, general government expenses have not been allocated as indirect expenses to the various functions of the District.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(1) Summary of Significant Accounting Policies (Continued)

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Fund Financial Statements. Separate financial statements are provided for the governmental funds and the enterprise fund after the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

The District reports the following major governmental funds:

- General Fund – The General Fund is the general operating fund of the District and accounts for all of the District’s financial resources, except those required to be accounted for in another fund.
- Capital Projects Fund – The Capital Projects Fund is used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

The District reports the following major enterprise fund:

- Transit Fund – The Transit Fund accounts for the operations of the District’s bus lines.

(c) Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(1) Summary of Significant Accounting Policies (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 120 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred; however, compensated absences of governmental funds are recorded only when payment is due.

Those revenues susceptible to accrual include intergovernmental revenue and rental car mitigation fees. In applying the susceptible-to-accrual concept to intergovernmental revenues, there are essentially two types of revenues. In one, monies must be expended on the specific purpose or project before any amounts will be paid to the District. Therefore, revenues are recognized based upon the expenditures incurred. In the other, monies are virtually unrestricted and are usually revocable only for failure to comply with prescribed compliance requirements. These resources are reflected as revenues at the time of receipt or earlier if the susceptible-to-accrual criteria are met.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Transit Fund are charges for services. Operating expenses of the Transit Fund include personnel costs, services and supplies, and depreciation expense. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, and then unrestricted resources as they are needed.

(d) Cash and Cash Equivalents

The District considers cash and cash equivalents to include cash on hand, demand deposit, equity in the District's cash and investment pool, and short-term investments with original maturities of three months or less from the date of purchase.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(1) Summary of Significant Accounting Policies (Continued)

(e) Prepaid Items

Certain payments to vendors reflecting costs applicable to future accounting periods are recorded as prepaid items in both the government-wide and fund financial statements. The fund balance in the fund financial statements has been classified as nonspendable in an amount equal to the prepaid items since this amount is not available for appropriation.

(f) Capital Assets

Capital assets are defined by the District as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Contributed capital assets are valued at their estimated fair market value at the date of the contribution. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

The District uses the straight-line method in the government-wide financial statements for depreciating capital assets over their estimated useful lives. Depreciation is charged as an expense against operations and accumulated depreciation is reported on the respective Statement of Net Position. The range of lives used for depreciation purposes for each capital asset class is as follows:

<u>Item</u>	<u>Useful Life</u>
Buildings and improvements	10-30 years
Transportation equipment:	
Vehicles	5 years
Buses/Trolleys/Trams	10-12 years

(g) Compensated Absences

In accordance with GASB Statement No. 16, an employee benefits payable liability is recorded for unused vacation and similar compensatory leave balances. The employee's entitlement to these balances is attributable to services already rendered and it is probable that virtually all of these balances will be liquidated by either paid time off or payments upon termination or retirement.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(1) Summary of Significant Accounting Policies (Continued)

(h) Fund Equity

Fund balances are reported in the fund statements in the following classifications:

- *Nonspendable Fund Balance* – includes amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact.
- *Restricted Fund Balance* – includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.
- *Committed Fund Balance* – includes amounts that can be used only for the specific purposes determined by a formal action of the District's Board of Directors.
- *Assigned Fund Balance* – includes amounts that are intended to be used by the District for specific purposes, but do not meet the criteria to be classified as restricted or committed.
- *Unassigned Fund Balance* – includes any deficit fund balance resulting from overspending for specific purposes for which amounts had been restricted, committed or assigned.

It is the District's policy that restricted resources will be applied first, followed by (in order of application) committed, assigned, and unassigned resources, in the absence of a formal policy adopted by the Board of Directors.

(i) Net Position

In the government-wide financial statements, net position represents the difference between assets and liabilities and is classified into three categories:

- *Investment in capital assets* – describes the portion of net position that is represented by the current net book value of the District's capital assets.
- *Restricted net position* – represents the net position that is not accessible for general use because its use is subject to restrictions enforceable by third parties through legislation or contractual agreements.
- *Unrestricted net position* – represents those assets that are available for general use.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(1) **Summary of Significant Accounting Policies (Continued)**

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first.

(j) Use of Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the reporting date and revenues and expenses during the reporting period. Actual results could differ from those estimates.

(2) **Cash and Investments**

Cash and investments as of June 30, 2013 consist of the following:

Deposits with financial institutions	<u>\$1,449,562</u>
Total cash and investments	<u>\$1,449,562</u>

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the District manages its exposure to interest rate risk is by depositing the cash in deposits with financial institutions.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District minimizes its exposure to credit risk by depositing the cash in deposits with financial institutions.

Concentration of Credit Risk

The District does not hold investments in any one issuer (other than U.S. Treasury securities, mutual funds and investment pools) that represent 5% or more of total investments for the entire entity (or for each separate major fund or for nonmajor funds in the aggregate).

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(2) Cash and Investments (Continued)

Custodial Credit Risk

The District does not have any certificates of deposit or demand accounts that are subject to disclosable custodial credit risk (as defined by GASB Statement No. 40). In addition, the District does not have direct investments in securities subject to disclosable custodial credit risk (as defined by GASB Statement No. 40).

(3) Capital Assets

Governmental Activities

Capital asset governmental activity for the year ended June 30, 2013 was as follows:

	Balance at June 30, 2012	Additions	Deletions	Balance at June 30, 2013
Capital assets being depreciated:				
Buildings	\$ 848,269	-	-	848,269
Transportation equipment	<u>1,507,324</u>	<u>-</u>	<u>-</u>	<u>1,507,324</u>
Total capital assets being depreciated	<u>2,355,593</u>	<u>-</u>	<u>-</u>	<u>2,355,593</u>
Less accumulated depreciation for:				
Buildings	(728,097)	(84,827)	-	(812,924)
Transportation equipment	<u>(633,542)</u>	<u>(134,147)</u>	<u>-</u>	<u>(767,689)</u>
Total accumulated depreciation	<u>(1,361,639)</u>	<u>(218,974)</u>	<u>-</u>	<u>(1,580,613)</u>
Capital assets, net	<u>\$ 993,954</u>	<u>(218,974)</u>	<u>-</u>	<u>774,980</u>

Depreciation expense of \$218,974 was charged to the general government function in the District's Statement of Activities.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(3) Capital Assets (Continued)

Business-type Activities

Capital asset business-type activity for the year ended June 30, 2013 was as follows:

	<u>Balance at June 30, 2012</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance at June 30, 2013</u>
Capital assets not being depreciated:				
Construction in progress	\$ <u>125,000</u>	<u>270,145</u>	<u>(120,000)</u>	<u>275,145</u>
Capital assets being depreciated:				
Transportation equipment	<u>5,138,490</u>	<u>405,579</u>	<u> -</u>	<u>5,544,069</u>
Total capital assets being depreciated	<u>5,138,490</u>	<u>405,579</u>	<u> -</u>	<u>5,544,069</u>
Less accumulated depreciation for:				
Transportation equipment	<u>(546,750)</u>	<u>(717,717)</u>	<u> -</u>	<u>(1,264,467)</u>
Total accumulated depreciation	<u>(546,750)</u>	<u>(717,717)</u>	<u> -</u>	<u>(1,264,467)</u>
Capital assets, net	<u>\$4,716,740</u>	<u>(41,993)</u>	<u>(120,000)</u>	<u>4,554,747</u>

Depreciation expense of \$717,717 was charged to the transportation function in the District's Statement of Activities.

(4) Compensated Absences

The following is a summary of changes in compensated absences during the year ended June 30, 2013:

	<u>Balance at June 30, 2012</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance at June 30, 2013</u>	<u>Amount Due in One Year</u>	<u>Due Beyond One Year</u>
Governmental activities	\$43,327	44,307	(31,543)	56,091	14,023	42,068
Business-type activities	<u>19,243</u>	<u>16,241</u>	<u>(14,625)</u>	<u>20,859</u>	<u>5,215</u>	<u>15,644</u>
Totals	<u>\$62,570</u>	<u>60,548</u>	<u>(46,168)</u>	<u>76,950</u>	<u>19,238</u>	<u>57,712</u>

The District's policies relating to employee leave benefits are described in Note 1(g). This liability will be paid in future years from future resources of the General Fund for governmental activities, and from the Transit Fund for business-type activities.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(5) Interfund Activity

The composition of interfund balances as of June 30, 2013 is as follows:

Interfund Transfers:

<u>Transfer In</u>	<u>Transfer Out</u>	<u>Amount</u>
Transit Fund	General Fund	20,000 (A)
	Capital Projects Fund	<u>598,038</u> (B)
	Subtotal	<u>618,038</u>
	Total	<u>\$618,038</u>

Transfers are used to: (A) cover operating costs associated with transit operations; and (B) to transfer capital assets purchased during the current year.

(6) Agreement with TRPA

On August 11, 2008, the District entered into an agreement with TRPA. Under the agreement, TRPA provides the District with various administrative services, such as human resources and office space. The cost of the services provided to the District is determined based upon square footage and number of employees. Total expenditures incurred under the agreement during the year ended June 30, 2013 were \$88,559.

(7) Operating Leases

Tahoe Regional Planning Agency

On October 9, 2009, the District entered into a month-to-month lease agreement with TRPA for storage space. Rent is payable at \$200 per month. The agreement can be terminated by either party with thirty days' written notice. Additionally, in October 2011, the District entered into a six month lease agreement with TRPA for additional space to store the District's trolleys. Rent is payable at \$960 per month. Total rental expenditures incurred during the year ended June 30, 2013 were \$8,160.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(7) Operating Leases (Continued)City of South Lake Tahoe

On November 1, 2010, the District entered into a month-to-month lease agreement with the City of South Lake Tahoe for the use of a bus garage comprised of three buildings. Rent is payable at \$3,000 per month. Additionally, in October 2011, the District entered into a two year lease agreement with the City of South Lake Tahoe for the use of two transit stations and waiting area, City-owned bus stop locations, and six City-owned buses. Rent is payable at \$18,526 per quarter. The agreement can be terminated by either party with thirty days' written notice. Total rental expenditures incurred during the year ended June 30, 2013 were \$110,104.

Washoe County School District

On May 18, 2012, the District entered into a facility use agreement with the Washoe County School District (WCSD) for the use of the parking lot for the East Shore Express. The facility use agreement covering use of the WCSD parking lots between June 15, 2012 and September 3, 2012 is payable at \$7,290. The agreement can be terminated by either party with thirty days' written notice.

On May 10, 2013, the District entered into a facility use agreement with WCSD for the use of the parking lot for the East Shore Express. The facility use agreement covering use of the WCSD parking lots between June 15, 2013 and September 3, 2013 is payable at \$11,460. The agreement can be terminated by either party with thirty days' written notice. Total rental expenditures incurred during the year ended June 30, 2013 were \$0. The rent due was paid during July of 2013.

(8) CNG Fueling FacilityCity of South Lake Tahoe

On October 15, 2002, the District entered into a lease agreement with the City of South Lake Tahoe for the use of a portion of the Lake Tahoe Airport Parking Lot for the operation of a CNG fueling facility. The agreement expires on October 14, 2012. Lease payments are calculated at five cents (\$0.05) per therm dispensed at the CNG fueling facility. Total lease payments for the year ended June 30, 2013 were \$4,140.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(8) CNG Fueling Facility (Continued)

Pinnacle CNG Company

On December 12, 2002, the District entered into a management services agreement with Pinnacle CNG Company for operational and management services in connection with the CNG fueling station. The operational fees are calculated at 0.1769 cents per therm sold. Fees for operational and management services were paid from the "overhead charge" component of the price per therm. Total operational and management fees incurred for the fiscal year ended June 30, 2013 were \$15,603.

(9) Proposition 1B

As a part of the State of California's Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by California voters as Proposition 1B (Prop 1B) on November 7, 2006, the District was awarded funding from the Public Transportation, Modernization, Improvement and Service Enhancement Account (PTMISEA). Prop 1B activity during the fiscal year ended June 30, 2013 was as follows:

	<u>PTMISEA</u>
Unspent Prop 1B funds as of June 30, 2012	\$ -
Prop 1B funds received	230,909
Interest earned	192
Prop 1B expenses incurred	<u>(86,040)</u>
Unspent Prop 1B funds as of June 30, 2013	<u>\$145,061</u>

(10) Defined Contribution Pension Plan

Plan Description

The District offers its employees a deferred compensation plan (the "457 Plan") created in accordance with Section 457 of the Internal Revenue Code. The 457 Plan permits employees to defer a portion of their salary to future years. A third party administrator maintains deferrals in a trust capacity. The deferred compensation is not available to employees until termination, retirement, death or unforeseen emergency. Participants can elect to contribute up to \$16,500 of their annual compensation annually.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(10) Defined Contribution Pension Plan (Continued)

As of June 30, 2013, the 457 Plan's assets of \$1,032,700 consisted of investments in mutual funds. These assets are held in trust and are considered protected from the general creditors of the District.

In addition, the District had a 401(a) plan that was frozen on July 27, 2013 after it was determined that the plan was improperly structured to meet the Internal Revenue Service requirements for a Social Security Replacement Plan. Disposition of the 401(a) plan is currently pending a ruling from the IRS.

(11) Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors or omissions; injuries to employees; and natural disasters. The District protects itself against such losses with commercial insurance purchased from independent third parties. Loss exposures retained by the District are treated as normal expenditures and include any loss contingency not covered by the District's purchased insurance policies.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Settled claims have not exceeded insurance coverage limits in any of the previous three fiscal years.

(12) Economic Dependency

During the fiscal year ended June 30, 2013, approximately 79% of the District's total revenue was derived from federal, state, and local government agencies. These funds are subject to audit by the granting agencies. Although the outcome of any such audits cannot be predicted, it is management's opinion that these audits would not have a material effect on the District's financial position or changes in financial position.

(13) Subsequent Events

The District was a defendant in the lawsuit *MV Transportation, Inc. (MV) v. South Tahoe Area Transit Authority (STATA), et. al.* that was settled on October 10, 2013. The settlement agreement stipulates that TTD owes \$75,000 and \$75,000 to MV and STATA, respectively.

TAHOE TRANSPORTATION DISTRICT

Notes to Basic Financial Statements

(Continued)

(14) Implementation of GASB Statement Nos. 63 and 65

During the year ended June 30, 2013, the District implemented GASB Statement Nos. 63 and 65. The primary effects of GASB No. 63 on the District's financial statements were to substitute the term Net Position for the term Net Assets. The primary effects of GASB No. 65 were to begin the practice of expensing debt issuance costs in the year that they are incurred. As of July 1, 2011, the District had no unamortized bond issuance costs.

REQUIRED SUPPLEMENTARY INFORMATION

TAHOE TRANSPORTATION DISTRICT
General Fund

Schedule of Revenues, Expenditures, and Change in Fund Balance -
Budget and Actual

Year ended June 30, 2013

	Budgeted Amounts		Actual	Variances with Final Budget Positive (Negative)
	Original	Final		
Revenues:				
Taxes:				
Rental car mitigation fees	\$ 75,000	75,000	92,071	17,071
Charges for services:				
CNG fuel sales	134,098	134,098	117,585	(16,513)
North Shore Ski Service	-	-	178,666	178,666
Total charges for services	134,098	134,098	296,251	162,153
Other revenues:				
Contributions	44,159	44,159	67,017	22,858
Miscellaneous revenue	-	-	385	385
Total other revenues	44,159	44,159	67,402	23,243
Total revenues	253,257	253,257	455,724	202,467
Expenditures:				
General government:				
Personnel costs	29,763	29,763	17,195	12,568
Services and supplies	201,188	201,188	332,799	(131,611)
Capital outlay	906,250	906,250	-	906,250
Total expenditures	1,137,201	1,137,201	349,994	787,207
Excess (deficiency) of revenues over (under) expenditures	(883,944)	(883,944)	105,730	989,674
Other financing sources (uses):				
Transfers in	906,250	906,250	-	(906,250)
Transfers out	(20,000)	(20,000)	(20,000)	-
Total other financing sources (uses)	886,250	886,250	(20,000)	(906,250)
Net change in fund balance	2,306	2,306	85,730	83,424
Fund balance at beginning of year	83,289	83,289	83,289	-
Fund balances at end of year	\$ 85,595	85,595	169,019	83,424

See accompanying note to required supplementary information

TAHOE TRANSPORTATION DISTRICT

Note to Required Supplementary Information

Year Ended June 30, 2013

(1) Budgetary Data

The District adopts an annual budget. Budgets are prepared in accordance with generally accepted accounting principles using the modified accrual basis of accounting. The level of budgetary control (the level at which expenditures cannot legally exceed the appropriated amount) is established at the fund level. Board approval is required for any budget revisions that affect the total appropriations of each fund. Appropriations lapse at the end of the fiscal year unless they are re-appropriated through the formal budget process. Open encumbrances are recorded as reservations of fund balance since the commitments will be paid by subsequent year's budget appropriations. Encumbrances do not constitute expenditures or liabilities of the District. Budgeted amounts are as originally adopted, or as amended in accordance with prescribed procedures throughout the fiscal year.

SUPPLEMENTARY INFORMATION

TAHOE TRANSPORTATION DISTRICT

Capital Projects Fund

Schedule of Revenues, Expenditures, and Change in Fund Balance -
Budget and Actual

Year ended June 30, 2013

	Budgeted Amounts		Actual	Variances with Final Budget Positive (Negative)
	Original	Final		
Revenues:				
Intergovernmental:				
Federal grants:				
Federal Transportation Agency	\$ 1,372,357	1,372,357	538,402	(833,955)
FLH 1/2 percent funding	5,174,589	5,174,589	2,950,043	(2,224,546)
Other federal grants	724,525	724,525	448,118	(276,407)
State and local grants:				
Capital grants	<u>3,898,971</u>	<u>3,898,971</u>	<u>1,781,211</u>	<u>(2,117,760)</u>
Total intergovernmental	<u>11,170,442</u>	<u>11,170,442</u>	<u>5,717,774</u>	<u>(5,452,668)</u>
Other revenues:				
Miscellaneous revenue	<u>-</u>	<u>-</u>	<u>369</u>	<u>369</u>
Total revenues	<u>11,170,442</u>	<u>11,170,442</u>	<u>5,718,143</u>	<u>(5,452,299)</u>
Expenditures:				
General government:				
Personnel costs	476,732	476,732	426,971	49,761
Services and supplies	7,523,299	7,523,299	4,677,090	2,846,209
Capital outlay	<u>-</u>	<u>-</u>	<u>16,402</u>	<u>(16,402)</u>
Total expenditures	<u>8,000,031</u>	<u>8,000,031</u>	<u>5,120,463</u>	<u>2,879,568</u>
Excess of revenues over expenditures	3,170,411	3,170,411	597,680	(2,572,731)
Other financing sources (uses):				
Transfers in	6,000	6,000	-	(6,000)
Transfers out	<u>(3,176,411)</u>	<u>(3,176,411)</u>	<u>(598,038)</u>	<u>2,578,373</u>
Total other financing sources (uses)	<u>(3,170,411)</u>	<u>(3,170,411)</u>	<u>(598,038)</u>	<u>2,572,373</u>
Net change in fund balance	-	-	(358)	(358)
Fund balance at beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance at end of year	<u>\$ -</u>	<u>-</u>	<u>(358)</u>	<u>(358)</u>

TAHOE TRANSPORTATION DISTRICT

Transit Fund

Schedule of Revenues, Expenses, and Change in Net Position -
Budget and Actual

Year ended June 30, 2013

	Budgeted Amounts		Actual	Variances with Final Budget Positive (Negative)
	Original	Final		
Operating revenues:				
Charges for services	\$ 620,000	620,000	704,467	84,467
Total operating revenues	620,000	620,000	704,467	84,467
Operating expenses:				
Personnel costs	220,647	220,647	224,593	(3,946)
Services and supplies	5,142,944	5,142,944	4,359,360	783,584
Depreciation expense	530,000	530,000	717,717	(187,717)
Total expenditures	5,893,591	5,893,591	5,301,670	591,921
Operating income (loss)	(5,273,591)	(5,273,591)	(4,597,203)	676,388
Nonoperating revenues (expenses):				
Contributions	1,230,376	1,230,376	1,092,010	(138,366)
Federal grants:				
Federal Transportation Agency	2,021,509	2,021,509	1,667,625	(353,884)
Other Federal Grants	205,432	205,432	212,815	7,383
State and local grants	1,051,577	1,051,577	1,119,478	67,901
Miscellaneous revenue	-	-	1,651	1,651
Total nonoperating revenues (expenses)	4,508,894	4,508,894	4,093,579	(415,315)
Income before capital contributions and transfers	(764,697)	(764,697)	(503,624)	261,073
Transfers:				
Transfers in	2,290,161	2,290,161	618,038	(1,672,123)
Transfers out	(6,000)	(6,000)	-	6,000
Total transfers	2,284,161	2,284,161	618,038	(1,666,123)
Change in net position	1,519,464	1,519,464	114,414	(1,405,050)
Net position, beginning of year	5,111,476	5,111,476	5,111,476	-
Net position, end of year	\$ 6,630,940	6,630,940	5,225,890	(1,405,050)


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Board of Directors
 Tahoe Regional Planning Agency
 Stateline, Nevada

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
 COMPLIANCE AND OTHER MATTERS
 BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
 IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*, TRANSPORTATION
 DEVELOPMENT ACT, AND CALIFORNIA GOVERNMENT CODE**

Independent Auditors' Report

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities and each major fund of the Tahoe Transportation District (District) as of and for the year ended June 30, 2013, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 24, 2014.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District'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 District's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our

Board of Directors
Tahoe Transportation District
Stateline, Nevada

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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including Section 6667 of Part 21 of the California Code of Regulations, the Transportation Development Act and Section 8879.50 et seq of the California Government Code, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*, including noncompliance applicable to Section 6667 of Part 21 of the California Code of Regulations, the Transportation Development Act and Section 8879.50 et seq of the California Government Code.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Mayer Hottel" followed by some less legible characters.

Irvine, California
January 24, 2014

TAHOE TRANSPORTATION DISTRICT

Single Audit Report on Federal Awards

Year ended June 30, 2013

TAHOE TRANSPORTATION DISTRICT

Single Audit Report on Federal Awards

Year Ended June 30, 2013

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Board of Directors
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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
 AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
 AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
 ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Independent Auditors' Report

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, and each major fund of the Tahoe Transportation District (District), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 24, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit 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 the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District'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 entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies

Board of Directors
Tahoe Transportation District
Stateline, Nevada

in internal control over financial reporting that might be material weaknesses or significant deficiencies. 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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Irvine, California
January 24, 2014


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**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON
 INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF
 EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133**

Independent Auditor's Report

Report on Compliance for Each Major Federal Program

We have audited the Tahoe Transportation District's (District's) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on the District's major federal program for the year ended June 30, 2013. The District's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*; issued by the Comptroller General of the United States; and OMB Circular A-133; *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the District's compliance.

Board of Directors
Tahoe Transportation District
Stateline, Nevada

Opinion on Major Federal Program

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2013.

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Board of Directors
Tahoe Transportation District
Stateline, Nevada

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the District as of and for the year ended June 30, 2013, and have issued our report thereon dated January 24, 2014, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditure of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.



Irvine, California
January 24, 2014

TAHOE TRANSPORTATION DISTRICT

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2013

Federal Grantor/ Pass-through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Program Identification Number	Federal Financial Assistance Expenditures
<u>U.S. Department of Transportation</u>			
Direct Program:			
Federal Transit Capital Investment Grants	20.500	NV-04-0013-00	\$ 52,967
Passed through the Tahoe Regional Planning Agency:			
Highway Planning and Construction Program:			
National Scenic Byways Program	20.205	PR071-09-063	56,449
Southern Nevada Public Lands Management Act	20.205	87A0	391,669
1/2% Round 2	20.205	DTFH68-08-E-00059	464,966
1/2% Round 3	20.205	DTFH68-08-E-00051	<u>2,485,077</u>
Subtotal			<u>3,398,161</u>
Passed through the California Department of Transportation:			
Formula Grants for Other Than Urbanized Areas:			
Federal Transit Administration Section 5311 RTAP Program	20.509	RTAP - CalACT	1,116
Federal Transit Administration Section 5311 CMAQ Program	20.509	SA 642174	<u>92,992</u>
Subtotal			<u>94,108</u>
Passed through the Nevada Department of Transportation:			
Formula Grants for Other Than Urbanized Areas:			
Federal Transit Administration Section 5311 RTAP Program	20.509	RTAP - NDOT	2,154
Federal Transit Administration Section 5311 Program	20.509	PR441-12-802	1,349,346
Federal Transit Administration Section 5311 Program	20.509	PR518-11-802	272,936
Federal Transit Administration Section 5311 Program	20.509	PR003-13-802	55,270
Federal Transit Administration Section 5311 Program	20.509	P244-11-802	80,738
Federal Transit Administration Section 5311 Program	20.509	PR383-8-802	183,620
Federal Transit Administration Section 5311 Program - ARRA	20.509	P203-11-802	30,000
Federal Transit Administration Section 5311 Program - ARRA	20.509	P244-11-802	<u>20,190</u>
Subtotal			<u>1,994,254</u>
Total U.S. Department of Transportation			<u>5,539,490</u>
<u>U.S. Department of Agriculture</u>			
Direct assistance:			
Watershed Restoration and Enhancement Agreement Authority	10.693	10-CA-11051900-039	<u>212,815</u>
Total U.S. Department of Agriculture			<u>212,815</u>
Total expenditures of federal awards			<u>\$ 5,752,305</u>

See Note to Schedule of Expenditures of Federal Awards.

TAHOE TRANSPORTATION DISTRICT

Note to Schedule of Expenditures of Federal Awards

Year ended June 30, 2013

(1) Summary of Significant Accounting Policies Applicable to the Schedule of Expenditures of Federal Awards**Scope of presentation**

The accompanying Schedule of Expenditures of Federal Awards (schedule) presents only the expenditures incurred by the Tahoe Transportation District (District) that are reimbursable under programs of federal agencies providing financial awards. For the purposes of this schedule, financial awards include federal awards received directly from a federal agency, as well as federal funds received indirectly by the District from a non-federal agency or other organization. Only the portions of program expenditures reimbursable with such federal funds are reported in the accompanying schedule. Program expenditures in excess of the maximum reimbursement authorized or the portion of the program expenditures that were funded with other state, local or other non-federal funds are excluded from the accompanying schedule.

Basis of accounting

The expenditures included in the accompanying schedule were reported on the accrual basis of accounting. Under the accrual basis of accounting, expenditures are recognized when incurred. Expenditures reported include any property or equipment acquisitions incurred under the federal program.

Subrecipients

The District did not pass through any federal funds to subrecipients during the fiscal year ended June 30, 2013.

TAHOE TRANSPORTATION DISTRICT

Schedule of Findings and Questioned Costs

Year ended June 30, 2013

(A) Summary of Auditors' Results

1. An unmodified opinion was issued by the auditors on the financial statements of the auditee.
2. No material weaknesses or significant deficiencies in internal control over financial reporting were reported.
3. The audit disclosed no instances of noncompliance which are material to the financial statements of the auditee.
4. No material weaknesses or significant deficiencies in internal control over compliance with the major program of the auditee were reported.
5. An unmodified report was issued by the auditors on compliance for its major program.
6. The audit disclosed no findings required to be reported under paragraph .510(a) of OMB Circular A-133.
7. The major program of the auditee was: CFDA No. 20.205 – U.S. Department of Transportation, Highway Planning and Construction.
8. The dollar threshold used to distinguish Type A and Type B programs was \$300,000.
9. The auditee met the criteria to be considered a low risk auditee, as defined by OMB Circular A-133, paragraph .530, for the year ended June 30, 2013 for purposes of major program determination.

(B) Findings Related to the Financial Statements which are Required to be Reported in Accordance with Generally Accepted Government Auditing Standards (GAGAS)

There were no findings required to be reported in accordance with GAGAS.

(C) Findings and Questioned Costs Related to Federal Awards

There were no findings required to be reported under paragraph .510(a) of OMB Circular A-133.

TAHOE TRANSPORTATION DISTRICT

Summary Schedule of Prior Year Findings

Year ended June 30, 2013

Status of Prior Year Audit Findings:

There were no prior audit findings requiring follow-up from the year ended June 30, 2012.


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Board of Directors
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In planning and performing our audit of the financial statements of the governmental activities, business-type activities and each major fund of the Tahoe Transportation District (District) as of and for the year ended June 30, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the District's 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 District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District'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 District'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. 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.

As a service to you, we identified other matters during our audit that provide you an opportunity to enhance your existing internal controls. The matters identified below are provided as recommendations for your consideration and are not considered to be material weaknesses or significant deficiencies in internal control.

(1) User Access Controls Aligned with Segregation of Duties

The District implemented a new enterprise resource planning system during the year ended June 30, 2013, which provides efficiency in maintaining the general ledger and tracking costs associated with various capital projects of the District. When implementing this system during the period of February through June 2013, certain users were provided with super user access in order to continue to carry out the business of the District during implementation. The super user access provided certain employees with access levels that were beyond their normal business need. The District

removed the super user access in June 2013 and granted access to the employees based upon business need. The District had other controls in place during this time to reduce the risk associated with providing super user access to individuals that did not have a business need for that level of access.

Recommendation

We recommend that the District only grant access to employees based upon the employee's job responsibilities. Access should be periodically reviewed to ensure it remains consistent with the responsibilities. Super user access should rarely be granted.

Management Response

The designation of Super User has been assigned to the NAV software administrator only (the District's Controller).

In FY 13 the District had hired two new employees who utilized the financial system in executing their responsibilities. Individual roles and permissions were assigned based on duties. However, there were times when the software system denied them necessary and essential access. During those times the Super User permission was temporarily assigned to the employee so their work could continue while the NAV software team (Financial System Support) was notified to help fix the software problem through modifying the behind-the-scenes permission tables. Once the revised permission tables were reassigned to the individual's role the Super User status was changed back to the individual user status that reflected the appropriate segregation of duties.

(2) Separation from Reliance on Tahoe Regional Planning Agency

The District has relied significantly on the Tahoe Regional Planning Agency (TRPA) for its administrative policies, processing of transactions, human resources functions and other administrative matters. Over the past three years, the District has made a concerted effort to remove its reliance on the TRPA for these administrative matters. The only matter remaining is the need for the District to develop its own personnel policies and procedures.

The District should be self-reliant and operate under its own policies and procedures and not those of another agency. Separate policies and procedures, and minimizing the reliance on another agency, reduces the likelihood that the agencies are viewed as a single entity or related parties, when they are not. This condition was previously communicated as part of the three prior year audits.

Recommendation

We recommend that the District adopt its own personnel policies and procedures. Since the District has been using TRPA's policies and procedures, the ones adopted by the District certainly can be modeled after TRPA's, but they should be the policies of the District and not another agency.

Management Response

The District has prepared a rough draft of an HR /Personnel policy which is currently being vetted internally and will be brought forward incrementally to the Board. Upon Board approval the new policies will supersede the corresponding current TRPA policy. When completed, the District will have a unique HR /Personnel policy, completely separate from TRPA's.

(3) Strengthen Controls over Bus Fare Cash Counts

The District currently requires two employees to count all bus fare cash received. The count occurs in a separate count room and both employees must be present at all times. During our review of this cash count process, we noted that there are no cameras present that record the employees counting the cash. The District has obtained Proposition 1B funding for the installation of cameras. Best practices require that controls be strengthened in instances where access to cash is involved in an effort to minimize the opportunity for theft, loss or misuse. This condition was previously communicated as part of the two prior year audits.

Recommendation

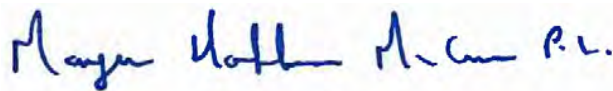
We recommend that the District procure and install security cameras to record the cash counts.

Management Response

The District will be utilizing a portion of Prop 1B TSSSDRA funding award to install security cameras in the cash counting room. This upgrade is scheduled to begin in May 2014 and to be completed prior to the end of the fiscal year (June 30, 2014). The District will also be employing a new system of auditing the daily deposits through the generation of cash reports directly from the new electronic fare-box system. Because the reports are pulled directly from the fare-box's computer system, the new audit method will add a new level of control.

The District's written responses to the matters communicated herein have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

This communication is intended solely for the information and use of management, those charged with governance, others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.



Irvine, California
January 24, 2014


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Board of Directors
 Tahoe Transportation District
 Stateline, Nevada

SUMMARY OF AUDIT RESULTS

We have audited the financial statements of the Tahoe Transportation District (District) for the year ended June 30, 2013, and have issued our report thereon dated January 24, 2014. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards and OMB Circular A-133

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.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. In planning and performing our audit, we considered the District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the U.S. Office of Management and Budget (OMB) Circular A-133.

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also in accordance with OMB Circular A-133, we examined, on a test basis, evidence about the District's compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement applicable to its major federal programs for the purpose of expressing an opinion on the District's compliance with those requirements. While our audit

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Tahoe Transportation District
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provides a reasonable basis for our opinion, it does not provide a legal determination on the District's compliance with those requirements.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Scope and Timing of the Audit

The purpose of an audit performed in accordance with auditing standards is to evaluate the risk that the financial statements contain significant error or misstatement. Risks of significant error or misstatement addressed by the audit process include the following, which were previously communicated to you in our letter dated September 24, 2013. Audit fieldwork was substantially completed by October 7, 2013.

- Risk of material fraud or misstatement associated with the District's cash receipts and cash disbursements;
- Risk of improper revenue recognition;
- Risk of improper classification of expenses;
- Risk of errors associated with identifying capital asset additions and deletions;
- Risk of non-compliance with federal grant program requirements; and
- Risk of unallowable transfers between funds.

Significant Audit Findings

We did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify three "best practice" items that have been communicated to the Board in a separate letter.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. We will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the District are described in Note 1 to the financial statements. The District implemented Governmental Accounting Standards Board (GASB) Statement Number 63 and early implemented GASB Statement Number 65 for the year ended June 30, 2013 as described in Note 14 to the financial statements. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus.

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.

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Examples of significant judgments and estimates reflected in the District's financial statements include:

- Judgments involving the useful lives and depreciation methodology to use for capital assets;
- Judgments concerning estimates of accruals for goods or services received, but for which invoices have not yet been received by vendors; and
- Judgments involving estimates of employee usage of accumulated vacation and/or compensatory leave balances within the next year.

We reviewed the methodology used by the District in determining these significant judgments and estimates and determined that the methodology was reasonable based upon prior experience.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties 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. There were no material corrected or uncorrected misstatements identified as a result of our audit.

Disagreements with Management

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

Management Representations

We have requested and received certain representations from management that are included in the management representation letter dated January 24, 2014.

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 District'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

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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 District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

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



Irvine, California
January 24, 2014



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Review and Acceptance of the District's Financial Statement of Operations for the Period July 1, 2013 Through December 31, 2013

Action Requested:

It is requested the Board accept the Financial Statement of Operations for July 1, 2013 through December 31, 2013.

Background:

Staff has completed analyzing financial information for the first six months of fiscal year 2014 (FY14). The presentation of the financial information will highlight October through December activity and continues to detail the District's funds: General, Capital Improvement Program (CIP), and Transit Operations.

Discussion:

General Fund –

Overall, the District ended with a decrease of \$15,821 for the period October through December 2013. The decrease was expected as personnel costs totaled \$34,874, due to additional time needed to compile and invoice Caltrans for three FTA grants on behalf of STATA; along with time spent on North Lake Tahoe Express (NLTE). These additional personnel costs result in higher Admin Support costs in the general fund versus being allocated to other programs, as the allocations are based on payroll costs.

The District was able to finalize the administrative fee from the South Demo Bikeway Project. The revenue from the Q1 funds totaled \$24,128. An additional \$5,763 was recorded in contributions from the unused mitigation fees that had been set aside for the project.

The District was invoiced \$10,000 for the California Federal Lands Access Program fees.

The District received \$7,299 in Rental Car Mitigation Fees for the period, with an additional \$5,181 recorded in January 2014. Hertz was unable to provide the quarterly activity reports prior to staff closing December's financial activity.

The CNG fueling operations netted a decrease of \$3,974. The decrease can be attributable to normal fluctuations due to the timing of revenues and expenses.

The District's General Fund Balance as of December 31, 2013 is \$109,004, which is \$60,014 less than at the start of the fiscal year.

General Fund Forecast –

The District is continuing to work on valuing and receiving titles to the STATA vehicles received in the bankruptcy settlement agreement. Upon receipt of the titles, the District will look into the disposition of the 2003 Tacoma Pickup, two 40' Bluebird buses and one Starcraft bus. The 2005 25' Aerotech bus and one Starcraft bus will be transferred into the Transit fund.

In January, Staff had been successful in securing an additional \$97,696 in grant reimbursements on behalf of STATA from Caltrans. The District's portion of \$48,848 was applied to the MV Transportation and STATA settlement agreements, reducing them by \$24,424 and leaving \$12,350.25 on each note.

Staff is currently working with Caltrans on the final two STATA grant invoices, which total \$40,071 and \$59,215. TTD's portion would be \$49,643, which would completely pay off the settlement agreements, with a remaining balance of \$24,943 for the District.

Rental Car Mitigation Fees are down \$13,000 compared to December 2012. TNT-TMA has submitted their FY 14 management fees of \$20,000 in January.

The CNG Station will require new fuel card technology estimated at \$30,000. Staff is looking to utilize existing Prop 1B PTMISEA funding.

CIP Fund –

Overall, the period of October through December 2013 resulted in an increase of \$48 and can be contributed to interest earned from CIP funds within the savings account.

Federal Lands and Highways Half Percent Project – Round 3 final expenditures incurred during October and November totaled \$366,308. The District invoiced Tahoe Regional Planning Agency (TRPA), and closed Round 3.

Federal Lands and Highways Half Percent Project – Round 4 expenditures incurred during November and December totaled \$445,822. The District invoiced TRPA, leaving a remaining balance of \$3,096,802 in Round 4.

Question 1 - South Demo Phase B Bikeway Project –

Total costs for the project incurred during October through December totaled \$29,550. The District recognized \$29,526 from Washoe County's advancement of Q1 funding and \$24 from mitigation fees. The remaining balance on the Q1 advance is \$91,895.

South Demo Phase C Bikeway Project – Public Lands Highways Discretionary Grant

Total costs for the project incurred during October through December totaled \$4,732. The District invoiced Nevada Department of Transportation (NDOT) and the balance remaining on the grant is \$68,497.

US 50 Community Revitalization Project – Public Lands Highways Discretionary Grant

Total costs for the project incurred during the quarter totaled \$64,392. The District invoiced NDOT and the balance on the grant is \$917,693.

JS/jw

AGENDA ITEM: VIII.B.

Federal Transportation Administration 5309 - CA Shelters, Preventive Maintenance & Transit Equipment

Total costs for the grant incurred during October through December totaled \$272,813. The District invoiced FTA \$145,735 (53%). The District recognized \$398 from the Classic Car Sales, \$1,158 from Douglas County Contributions and \$109,430 from Prop 1B – Shelters from CIP's deferred revenues to contributions. Costs for Preventive Maintenance (PM) during the quarter totaled \$37,060 with the Transit Fund providing \$16,092 towards match. The remaining balance on the FTA 5309 grant is \$59,741 and is anticipated to close on March 31, 2014.

Prop 1B – Shelters, Equipment, Electronic Fare boxes & Vehicles

The District incurred \$109,430 during the quarter in Prop 1B projects. As mentioned earlier, it was expended as match on the CA shelter program.

American Recovery Reinvestment Act – NV Shelters

Total costs incurred in October totaled \$43,683. NDOT was invoiced and the ARRA grant has been closed.

The District transferred a total of \$313,014 from the CIP fund to the Transit fund as follows:

- 1.) Preventive Maintenance Outlay of \$37,060 (Engine Modifications)
- 2.) Capital Outlay of \$275,954, comprised of \$272,977 for shelters and \$2,977 for a Dell Computer purchased in September, but transferred in October.

The District's Capital Improvement Program Fund Balance at December 31, 2013 is (\$213), which is \$144 more than the start of the fiscal year.

Transit Fund-

Overall, the District ended with an increase of \$226,345 for the period October through December 2013. The increase to the fund balance was expected as the District transferred \$264,477 in fixed assets from other financial sources (CIP) and from recognizing equal monthly revenue for both TDA funding and contributions. This practice results in expected increases during the shoulder seasons where the operational costs are lower, and decreases during the summer and winter seasons where operational costs are higher.

South Shore Operations –

Total costs for Transit Operations incurred during the quarter totaled \$1,005,556. NDOT was invoiced \$325,121. SNPLMA was invoiced \$1,312 for Route 30. Caltrans was invoiced \$77,405, which closed out the FTA 5311 grant. Contributions recognized totaled \$320,399 (Vail \$215,620, The Ridge \$26,369, Douglas County \$11,380, STPUD \$67,030). TDA funding recognized totaled \$279,676 (LTF \$199,686, STA \$79,990). Fare box collections totaled \$129,190 and Pass Sales totaled \$44,740. Depreciation totaled \$196,379, while legal costs incurred for the MV versus STATA lawsuit totaled \$10,173. Preventive Maintenance transferred from the CIP fund totaled \$37,060 and Capital Outlay for assets under \$5,000 totaled \$14,428. Grant Match transferred to the CIP fund totaled \$16,092.

SR 28 – East Shore Express

Total costs for the program incurred during the quarter totaled \$3,013. NDOT was invoiced \$1,995, SNPLMA was invoiced \$1,005 and Contributions totaled \$13.

Mobility Management –

Total costs for the program incurred during the quarter totaled \$22,433. NDOT was invoiced \$21,313 and Douglas County provided the 5% match of \$1,120.

JS/jw

AGENDA ITEM: VIII.B.

Congestion Mitigation and Air Quality (CMAQ) –

Total costs incurred for the quarter totaled \$28,473. Caltrans was invoiced \$28,473 leaving \$44,245 on the grant.

The net result increased Transit's overall fund balance for the year to \$5,583,210, which is approximately \$357,320 more than at the start of the fiscal year.

Transit Fund Forecast –

Staff has submitted a funding request totaling \$80,000 to the Nevada State License Plate Fund to provide the summer 2014 match to the East Shore Express.

Balance Sheet

The detailed balance sheet as of December 31, 2013 is attached (Attachment A).

The fixed asset balances, net of depreciation, include \$3,602,023 in transit funds and \$547,013 in general fund of federalized obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

Fiscal Analysis:

The District is currently in good financial standing.

Additional Information:

If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5507 or jschmitt@tahoetransportation.org.

Attachment:

- A. December Financials

**Tahoe Transportation District
Balance Sheet
As of December 31, 2013**

	TOTAL	General	CIP	Transit	GFA
ASSETS					
Cash & Equivalents	1,117,239	181,517		935,723	
Accounts Receivable	1,905,205	24,027	555,205	1,325,974	
Prepays	22,089	4,615		17,474	
*Capital Assets, Net Depreciation	4,470,726			4,470,726	672,228
TOTAL ASSETS	7,515,259	210,158	555,205	6,749,896	672,228
LIABILITIES					
Accounts Payable	872,956	27,606	421,971	423,378	
Deferred Revenues	852,020		133,447	718,573	
Nevada State Bank - LOC	0				
NP - MV Transportation	36,774	36,774			
NP - STATA	36,774	36,774			
EE Compensated Absences	24,734			24,734	59,375
TOTAL LIABILITIES	1,823,258	101,155	555,418	1,166,686	59,375
NET POSITION					
Invested in Capital Assets	4,554,747			4,554,747	774,979
Unrestricted	794,803	124,017	-357	671,143	-56,091
Contingency Fund					
Committed Encumbrances	45,000	45,000			
SUB TOTAL NET POSITION	5,394,550	169,017	-357	5,225,890	718,889
FY 14 Increase/(Decrease) to Net Position	297,451	-60,014	144	357,320	-106,036
TOTAL NET POSITION	5,692,001	109,004	-213	5,583,210	612,853
TOTAL LIABILITIES & NET POSITION	7,515,259	210,158	555,205	6,749,896	672,228

* The fixed asset balances, net of depreciation, include \$3,602,023 in transit funds and \$547,013 in the governmental-wide fund account of federalized obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

**Tahoe Transportation District
Statement of Operations
July 1, 2013 through December 31, 2013**

	TOTAL	General	CIP	Transit	GFA
Revenues					
Federal Grants	3,090,002		1,943,552	1,146,450	
State Funding	836,020		276,678	559,342	
Contributions	615,051	5,763	2,282	607,006	
General Revenues	73,027	73,027			
Charges for Services	497,701	98,679		399,022	
Special Items	432	82	144	206	
TOTAL REVENUES	5,112,233	177,551	2,222,656	2,712,026	
Expenses					
Personnel	425,724	36,448	241,879	147,397	3,285
Admin Support	96,955		70,109	26,846	
Contracts	2,841,258		1,461,792	1,379,466	
Fuel	262,348			262,348	
Depreciation	382,556			382,556	102,751
Other Operating	700,398	200,882	38,087	461,429	
Capital Outlay	105,188		13,125	92,063	
Interest	354	234		120	
Other Funding Sources			397,519	-397,519	
TOTAL EXPENSES	4,814,782	237,565	2,222,511	2,354,706	106,036
Increase / (Decrease) to Net Position	297,451	-60,014	144	357,320	-106,036

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2013 through December 31, 2013**

	General Fund Activity				Actual vs Budget		Program YTD					
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	District Ops	RCMF	CNG	No Shore Service	Program Totals
Revenues												
General Revenues												
Admin Support	32,393	6,861	20,833	12,740	40,434	72,827		72,827				72,827
Miscellaneous		100	100		200	200		200				200
Contributions				5,763	5,763	5,763	35,159	5,763				5,763
Total General Revenues	32,393	6,961	20,933	18,503	46,398	78,790	35,159	78,790				78,790
Charges for Services												
No. Shore Ski Services Revenues							175,000					
Administrative Fee				24,128	24,128	24,128		24,128				24,128
Rental Car Mitigation Fees	22,573	1,205	792	5,302	7,299	29,872	75,000		29,872			29,872
CNG Station Revenues	24,893	5,862	6,615	7,309	19,786	44,679	130,000			44,679		44,679
Total Charges for Services	47,467	7,066	7,407	36,740	51,213	98,679	380,000	24,128	29,872	44,679		98,679
Special Items												
Interest Revenue	58	20	1	3	24	82	180	82				82
Total Special Revenues	58	20	1	3	24	82	180	82				82
TOTAL REVENUES	79,918	14,047	28,341	55,246	97,634	177,551	415,339	103,000	29,872	44,679		177,551
Expenses												
Operating												
Personnel	1,574	8,732	15,095	11,047	34,874	36,448	35,735	36,448				36,448
Contracts							176,063					
Insurance	936	312	312	312	936	1,872	9,086			1,872		1,872
Facility Rent	9,877	3,285	3,317	3,100	9,701	19,578	6,642	18,597		981		19,578
Facility Utilities	17,939	4,712	5,284	9,686	19,682	37,621	99,146	1,615		36,006		37,621
Telephone							203					
Supplies	3,820	1,413	1,273	1,273	3,959	7,779	258	7,779				7,779
Advertising & Public Relations	12					12	1,000	12				12
Reproduction & Printing	633	62		150	212	845	16	845				845
Repairs & Maintenance							500					
Postage				268	268	268	22	268				268
Dues, Subscriptions & Publications		36	1,521	485	2,042	2,042	79	2,042				2,042
License & Permits							500					
Professional Services	13,740	3,769	3,972	14,878	22,618	36,358	22,968	29,326		7,032		36,358
Legal Services	74,165	2,824	275	1,238	4,336	78,501	2,891	78,501				78,501
Auditing Services	500	9,000		1,600	10,600	11,100	895		11,100			11,100
Transit Management - No Shore							20,000					
Training	233					233	78	233				233
Travel	29	29	3,281		3,309	3,338	121	3,338				3,338
Modified Business Tax	492			840	840	1,332	78	1,332				1,332
Miscellaneous Expenses	4					4	300	4				4
Total Operating	123,952	34,173	34,330	44,877	113,379	237,330	376,581	180,339	11,100	45,891		237,330
Capital Outlay												
Office & Equipment over \$5000							922,250					
Office & Equipment under \$5000												
CIP over \$5000												
Reimbursed Capital Expenses												
Total Capital Outlay							922,250					
Interest												
Interest Expense	159	75			75	234	6,000	234				234
Total Interest Expense	159	75			75	234	6,000	234				234
Other Financing Sources												
Preventive Maint (In)												
Capital Outlay (In) Out							-922,250					
Transfer (In) Out							20,000					
Total Other Financing Sources							-902,250					
TOTAL EXPENSES	124,110	34,248	34,330	44,877	113,454	237,565	402,581	180,574	11,100	45,891		237,565
Increase/(Decrease) to Net Position	-44,193	-20,201	-5,989	10,369	-15,821	-60,014	12,758	-77,573	18,772	-1,212		-60,014

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2013 through December 31, 2013**

	CIP Activity					Actual vs Budget			Program YTD								
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	FLH Rds 3 - 5	Question 1 Bikeways	PLHD	FTA	SNPLMA	Prop 1B	ARRA	State Wide Transit Planning	Program Totals
Revenues																	
Capital Grant & Contributions																	
FTA 5309	32,411	123,392	6,665	15,678	145,735	178,146	248,830	71.59%				178,146					178,146
FTA 5308							1,000,000	0.00%									
FTA 5303							438,797	0.00%									
FTA 5311							422,227	0.00%									
ARRA		43,683			43,683	43,683	35,177	124.18%							43,683		43,683
FLH 1/2 Percent Funding	736,404	291,621	305,748	214,761	812,130	1,548,534	5,440,879	28.46%	1,548,534								1,548,534
Public Lands Highways Discretionary	19,687	3,136	6,149	59,839	69,124	88,811	426,570	20.82%			88,811						88,811
Contributions/Grant Match	701	527	958	96	1,580	2,282	74,931	3.04%		67		2,126			88		2,282
Prop 1B	91,114	109,430			109,430	200,544	1,699,567	11.80%						200,544			200,544
SNPLMA - US 50	84,378					84,378	50,000	168.76%					84,378				84,378
Question 1	46,608	410	4,988	24,128	29,526	76,134	104,663	72.74%		76,134							76,134
NDOT - Gas Tax							130,341	0.00%									
Total Capital Grants & Contributions	1,011,303	572,199	324,507	314,502	1,211,208	2,222,511	10,071,982	22.07%	1,548,534	76,201	88,811	180,272	84,378	200,544	43,771		2,222,511
Special Items																	
Interest Revenue	97	23	14	10	48	144		-100.00%		83				62			144
Total Special Items	97	23	14	10	48	144		-100.00%		83				62			144
TOTAL REVENUES	1,011,400	572,222	324,522	314,513	1,211,256	2,222,656	10,071,982	22.07%	1,548,534	76,283	88,811	180,272	84,378	200,606	43,771		2,222,656
Expenses																	
Personnel	100,000	40,640	58,389	42,850	141,879	241,879	601,739	40.20%	230,527	2,181	4,575	4,523			73		241,879
Contract Services	749,620	250,149	244,856	217,168	712,172	1,461,792	5,631,083	25.96%	1,223,764	48,657	83,360	18,098	84,378	3,535			1,461,792
Repair and Maintenance	17,016	3,545	3,545	29,970	37,060	54,076	39,174	138.04%				54,076					54,076
Reproduction & Printing	196		3,426		3,426	3,622	200	1811.19%	3,622								3,622
Rent Meeting Room	450	1,125		400	1,525	1,975	14,150	13.96%	1,975								1,975
Facility Utilities/Telephone	594	135			135	730	1,331	54.82%		730							730
Supplies							300	0.00%									
Advertising / Outreach	864		1,016	3,398	4,414	5,279	18,500	28.53%	5,279								5,279
Admin Support	20,218	4,336	13,629	31,927	49,891	70,109	132,294	52.99%	43,804	24,590	875	824			15		70,109
Postage							6,600	0.00%									
Subscriptions, Dues, & Publications	14,525					14,525	27,850	52.15%	14,525								14,525
License & Permits	90					90	1,100	8.18%	90								90
Professional Services	2,579		356		356	2,935	45,400	6.46%	2,935								2,935
Legal Services	3,690					3,690	80,400	4.59%	3,690								3,690

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2013 through December 31, 2013**

	CIP Activity					Actual vs Budget			Program YTD								
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	FLH Rds 3 - 5	Question 1 Bikeways	PLHD	FTA	SNPLMA	Prop 1B	ARRA	State Wide Transit Planning	Program Totals
Expenses Continued																	
Training	810			3,418	3,418	4,228	11,000	38.44%	4,228								4,228
Travel - Per Diem	342					342	2,250	15.21%	342								342
Travel - Commercial Air							1,900	0.00%									
Travel - Auto	583			46	46	628	2,925	21.48%	628								628
Misc / Contingency	43					43		-100.00%		43							43
Reimb Operating	-17,016	-3,545	-3,545	-29,970	-37,060	-54,076	-39,174	138.04%				-54,076					-54,076
Total Operating	894,604	296,385	321,671	299,206	917,263	1,811,867	6,579,022	27.54%	1,535,409	76,201	88,811	23,446	84,378	3,535	88		1,811,867
Capital Outlay																	
Equipment over \$5000	22,475					22,475	2,959,820	0.76%	13,125					9,350			22,475
Equipment under \$5000	80,612	7,875			7,875	88,487	115,351	76.71%				6,477		82,010			88,487
CIP over \$5000		265,103			265,103	265,103	258,000	-100.00%				115,770		105,650	43,683		265,103
Reimb Capital Expenses	-86,985	-272,978	-2,977		-275,954	-362,939	-3,333,171	10.89%				-231,676		-87,580	-43,683		-362,939
Total Capital Outlay	16,102	0	-2,977		-2,977	13,125		-100.00%	13,125			-109,430		109,430			13,125
Interest																	
Interest							600	0.00%									
Total Interest							600	0.00%									
Other Financing Sources																	
Preventive Maint (In)	17,016	3,545	3,545	29,970	37,060	54,076	39,174	10.89%				54,076					54,076
Capital Outlay (In) Out	86,985	272,978	2,977		275,954	362,939	3,333,171	112.08%				231,676		87,580	43,683		362,939
Transfer (In) Out	-3,404	-709	-709	-14,674	-16,092	-19,496	-17,394	11.85%				-19,496					-19,496
Total Other Financing Sources	100,597	275,814	5,813	15,296	296,922	397,519	3,354,951	11.85%				266,256		87,580	43,683		397,519
TOTAL EXPENSES	1,011,303	572,199	324,507	314,502	1,211,208	2,222,511	9,934,573	22.37%	1,548,534	76,201	88,811	180,272	84,378	200,544	43,771		2,222,511
Increase / (Decrease) to Net Position	97	23	14	10	48	144	137,409	0.11%		83		0		62			144

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2013 - December 31, 2013

	TO Fund Activity					Actual vs Budget			Program YTD				
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Ops	SR 28	CMAQ	Mobility Mgt	Program Totals
Revenues													
Grants & Contributions													
FTA 5311 - NDOT	393,746	91,111	99,726	157,592	348,429	742,175	1,696,588	43.75%	616,283	83,281		42,611	742,175
FTA 5311 - Caltrans	49,540	38,240	39,165		77,405	126,945	77,163	164.52%	126,945				126,945
FTA 5317 - Caltrans							14,194	0.00%					
CMAQ - Caltrans	62,584	1,000	1,000	26,473	28,473	91,057	100,000	91.06%			91,057		91,057
USFS - SNPLMA	183,956	2,317			2,317	186,273	164,703	113.10%	131,506	54,767			186,273
RTAP - Caltrans/NDOT							3,391	0.00%					
Operating Contributions	285,474	86,922	83,790	150,820	321,532	607,006	1,035,441	58.62%	604,753	13		2,241	607,006
TDA - LTF	199,686	66,562	66,562	66,562	199,686	399,373	798,745	50.00%	399,373				399,373
TDA - STA	79,980	26,670	26,660	26,660	79,990	159,970	449,603	35.58%	159,970				159,970
Total Grants & Contributions	1,254,967	312,822	316,903	428,107	1,057,832	2,312,799	4,339,828	53.29%	2,038,829	138,061	91,057	44,852	2,312,799
Charges for Services													
FareBox Revenue	190,285	40,583	37,234	51,373	129,190	319,475	470,000	67.97%	305,746	13,729			319,475
Pass Sales	34,807	15,210	14,775	14,755	44,740	79,547	120,000	66.29%	79,547				79,547
Advertising Revenues							10,000	0.00%					
Total Charges for Services	225,092	55,793	52,009	66,128	173,930	399,022	600,000	66.50%	385,293	13,729			399,022
Special Items													
Insurance Claims							10,000	0.00%					
Interest Revenue	67	25	53	60	139	206	600	34.27%	206				206
Total Special Items	67	25	53	60	139	206	10,600	1.94%	206				206
TOTAL REVENUES	1,480,126	368,640	368,965	494,296	1,231,901	2,712,026	4,950,428	54.78%	2,424,328	151,790	91,057	44,852	2,712,026
Expenses													
Operating													
Personnel	62,308	24,837	32,142	28,110	85,089	147,397	293,685	50.19%	113,177	1,941		32,279	147,397
Contract Services	700,963	179,070	181,552	317,881	678,503	1,379,466	3,116,000	44.27%	1,299,255	80,211			1,379,466
Vehicle Fuel	135,566	34,597	35,132	57,054	126,782	262,348	587,092	44.69%	245,434	16,915			262,348
Sales Tax on Fuel	208			879	879	1,087	3,150	34.49%	1,087				1,087
Repair and Maintenance	27,318	4,159	7,399	30,698	42,256	69,575	71,326	97.54%	69,575				69,575
Insurance	41,114	13,705	13,705	13,704	41,114	82,227	185,492	44.33%	81,294	933			82,227
Reproduction & Printing	1,081	422	1,320	360	2,103	3,184	13,221	24.08%	3,122			62	3,184
Facility Rent	38,009	9,375	9,855	10,335	29,566	67,575	166,095	40.68%	55,465	12,110			67,575
Facility Utilities	12,177	3,358	4,166	5,341	12,865	25,042	74,775	33.49%	25,042				25,042
Telephone	-2,296	1,275	1,271	1,280	3,826	1,531	33,853	4.52%	1,531				1,531
Supplies		75			75	75		0.00%				75	75
Advertising & Public Relations	39,535	1,000	1,000	4,378	6,378	45,913	73,405	62.55%	7,066	11,776	27,071		45,913
Admin & Overhead Expense	12,175	2,526	7,205	4,941	14,672	26,846	69,452	-100.00%	20,420	282		6,145	26,846
License & Permits							11,341	0.00%					
Dues, Subscriptions and Publications	588					588	9,782	6.02%	588				588
Professional Services	38,823	3,724	953	3,683	8,360	47,183	109,265	43.18%	15,051	26,345		5,787	47,183
Legal Services	33,426	10,525		603	11,127	44,553	74,020	60.19%	44,553				44,553
Auditing Fees		500			500	500	500	100.00%	500				500
Bank Fees	741	250	254	241	745	1,486	9,000	16.51%	1,486				1,486
Training	750	1,770			1,770	2,520	6,000	42.00%	2,520				2,520

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2013 - December 31, 2013

	TO Fund Activity				Actual vs Budget			Program YTD					
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Ops	SR 28	CMAQ	Mobility Mgt	Program Totals
Expenses Continued													
Travel	1,639	1,326	1,088	299	2,714	4,353	5,656	76.96%	3,847			505	4,353
Miscellaneous Expenses		29	24	120	173	173	500	34.60%	173				173
FareBox Replacement	41,811			22,174	22,174	63,986	76,000	84.19%			63,986		63,986
Depreciation Expense	186,177	63,633	65,830	66,916	196,379	382,556	876,816	43.63%	382,556				382,556
Total Operating	1,372,113	356,156	362,895	568,999	1,288,050	2,660,163	5,866,426	45.35%	2,373,739	150,515	91,057	44,852	2,660,163
Capital Outlay													
Equipment over \$5000													
Equipment under \$5000	77,635	8,500	2,977	2,951	14,428	92,063	123,643	74.46%	92,063				92,063
CIP over \$5000													
Reimbursed Capital Expenses													
Total Capital Outlay	77,635	8,500	2,977	2,951	14,428	92,063	123,643	74.46%	92,063				92,063
Other Financing Sources													
Preventive Maint (In)	-17,016	-3,545		-33,515	-37,060	-54,076	-39,174	138.04%	-54,076				-54,076
Capital Outlay (In) Out	-86,985	-272,978	-2,977		-275,954	-362,939	-2,410,921	15.05%	-362,939				-362,939
Transfer (In) Out	3,404	709	709	14,674	16,092	19,496	-2,606	-748.12%	19,496				19,496
Total Other Financing Sources	-100,597	-275,814	-5,813	-15,296	-296,922	-397,519	-2,452,701	16.21%	-397,519				-397,519
TOTAL EXPENSES	1,349,151	88,843	360,059	556,654	1,005,556	2,354,706	3,537,368	66.57%	2,068,283	150,515	91,057	44,852	2,354,706
Increase / Decrease) to Net Position	130,975	279,798	8,906	-62,358	226,345	357,320	1,413,060	25.29%	356,044	1,275			357,320



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Review and Acceptance of South Shore and Commuter Transit November and December 2013 Operations Reports

Action Requested:

It is requested the Board review and accept the monthly transit operations report for November and December 2013.

Background:

To inform the Board of the performance of the transit system, Staff will submit a monthly summary of key operational information.

Transit Operations Discussion:

Keolis issued new Keolis uniforms, hats, beanies, and button-up shirts to all employees in November to maintain the professional image of their employees. Shoe spikes were made available to all drivers for use when in the bus yard during icy conditions.

Seasonal ski shuttle serviced began November 22, 2013 and three additional bus washers began work the last week of November for the winter season. Heavenly reported that Guest Satisfaction (GSAT) scores were generally positive, with drivers receiving friendliness scores of 4.8 during the first week of service and a perfect 5.0 the second week.

Free rides were provided on routes 50 and 53 December 21 through January 5. Additional service frequency was provided during the Snow Globe festival on route 53, and additional frequency and later hours provided on routes 23, 50 and 53 on New Year's Eve.

PASS Training classes and certifications were completed in November. The training consisted of two eight-hour days of training per employee. PASS stands for Passenger, Service, and Safety. PASS training addresses the issue of wheelchair securement, lift-operating procedures, and other hands-on passenger assistance techniques. Other areas covered were passenger service, passenger safety techniques, and sensitivity skills appropriate for serving persons with disabilities.

On November 11, TTD Mobility Manager Tara Styer and Keolis General Manager, Desiree Wright met with residents of Kelly Ridge Senior Living Center. Tara discussed travel training, alternative transit options, and why route 53 no longer services that location. The meeting provided the residents insights how to better utilize the transit system we currently have.

The November shop safety and training meeting was held on November 28, 2013. Safety and training topics for the month focused on proper storage of used parts and preventing storm water pollution with good housekeeping procedures. The December 21 shop meeting focused on procedures to ensure smooth operations during cold weather.

On December 10, 13 and 14, Keolis drivers received Triple L-C Defensive Driving and back injury prevention training. Triple L-C stands for Look Ahead: Look Around: Leave Room: Communicate. Drivers were reminded that sitting for long periods of time and poor posture can lead to a weakened spine and abdominal muscles, contributing to back pain and injury. Drivers were provided with tips and exercises to prevent back injuries.

Jim Lake received the Safety Award for November. Jim has driven for over six years with no at-fault accidents or incidents during his tenure. Jose Morales received the November Customer Service Award for going above and beyond to make sure all customers are happy. He always has a smile on his face and a joke to tell.

Heather Craig received the December Customer Service Award. She takes pride in her job and goes above and beyond the call of duty to be helpful, friendly and provide a great service. Travis Fyne, a bus fueler, was chosen for the December Safety Award, because he is always on the lookout for people in the yard, and is always able and willing to help when needed. Congratulations and we thank them for all their hard work!

Two driver-related complaints were received in November, one of driver rudeness and the other of a missed passenger. Both incidents required additional driver education.

There were three service related complaints in December: one regarding bus performance, one of late service, and one of driver rudeness. The underperforming bus had a sensor fail while on route, was pulled from service and repaired without any disruption of service. The 19X route began late due to difficulties with the scheduled vehicle and the need for the driver to return to the Minden yard for the backup bus. The complaint of driver rudeness was determined to be invalid.

There were no accidents in the month of November and three in December. Two of the accidents involved motorists hitting TTD buses. The other involved a Keolis driver unable to avoid the open driver's side door of an illegally parked vehicle due to location and road conditions.

There were two road calls in November and one in December that resulted in a more than a ten-minute service delay. The Keolis maintenance team did an excellent job in December with a 98% in-service vehicle rate.

Combined regular fixed-route and on-call ridership in November decreased 5.8% from 2012 with and December ridership was down 23.6% compared with the previous year.

Additional Information:

If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.

Attachment:

- A. TTD Transit statistical data for November and December 2013 (To be presented at Board meeting)

CG/jw

AGENDA ITEM: VIII.C.



MEMORANDUM

Date: February 10, 2014

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of a Resolution Transferring Operation and Maintenance Responsibilities for the Nevada Stateline to Stateline Bikeway Phase 1B and Phase 1C to Douglas County

Action Requested:

It is requested the Board approve Resolution 2014-001: Transferring Operation and Maintenance Responsibilities for the Nevada Stateline to Stateline Bikeway Phase 1B and Phase 1C to Douglas County.

Background:

On June 29, 2012, the Board approved a contract with Herback General Engineering to complete the first one-mile segment (Kahle Drive to Elks Point Rd) of the Nevada Stateline to Stateline Bikeway Phase 1 – South Demonstration Project, also referred to as Phase 1B. Phase 1B was substantially completed in October 2012, with the restroom being completed spring of 2013. The next one-mile segment (Elks Point Rd to Round Hill Pines Beach), referred to as Phase 1C was awarded to Q&D Construction through a Construction Manager At Risk process administered by the Nevada Department of Transportation (NDOT). NDOT awarded the construction contract to Q&D in June of 2013 and construction was substantially completed November 2013.

Discussion:

As construction has been completed for both Phase 1B and 1C, staff is requesting the Board to approve Resolution 2014-001 (Attachment A), in order to formally transfer operation and maintenance responsibilities to Douglas County. Douglas County is the responsible agency of the facilities as identified in the USFS Special Use Permit, and has agreed to operate and maintain the Phase 1B and Phase 1C facilities, as described in Douglas County adopted resolution (#2010R-018).

Fiscal Analysis:

All expenditures associated with this item are accounted for in the 2011/12 and 2012/13 Work Programs and associated budgets and will be funded by a combination State of Nevada funds, Recreation and Trails funds, and local mitigation funds.

Work Program Analysis:

This Project is included in the work program and the TTD's Capital Improvement Program. All work associated with this effort will be captured under respective elements of the existing Work Program and corresponding allotted staff time.

AK/jw

AGENDA ITEM: VIII.D.

Additional Information:

If you have any questions or comments regarding this item, please contact Alfred Knotts at aknotts@tahoetransportation.org or (775) 589-5503.

Attachment:

- A. Resolution 2014-001: A Resolution Transferring Operation and Maintenance Responsibilities for the Nevada Stateline to Stateline Bikeway Phase 1B and Phase 1C to Douglas County

AK/jw

AGENDA ITEM: VIII.D.

TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2014-001

**A RESOLUTION TRANSFERING OPERATION AND MAINTENANCE
RESPONSIBILITIES FOR THE NEVADA STATELINE TO STATELINE
BIKEWAY PHASE 1B AND PHASE 1C TO DOUGLAS COUNTY**

WHEREAS, the Tahoe Transportation District (TTD), Tahoe Regional Planning Agency, United States Forest Service (USFS), Nevada Division of State Lands, Nevada Division of State Parks, Incline Village General Improvement District, Washoe County, Carson City, and Douglas County were parties to an Interlocal Agreement to plan, design, construct, and operate the Nevada Stateline to Stateline Bikeway Project (NV Bikeway); and

WHEREAS, that Interlocal Agreement identified TTD as the lead agency for construction of Phase 1 of the NV Bikeway (South Demonstration Project); and

WHEREAS, TTD and Douglas County entered into a subsequent Project Management Agreement for TTD to administer all construction related activities for Phase 1B (Kahle Drive to Elks Point Rd) and for Nevada Department of Transportation to administer the construction of Phase 1C (Elks Point Rd to Round Hill Pines Beach); and

WHEREAS, Douglas County is the responsible agency identified in USFS Forest Road Special Use Permit Authority: Federal Land Policy and Management Act, as amended October 21, 1976, Authorization ID: TOI100609, for maintaining a paved bike path, parking lot, restrooms, picnic area, and associated facilities on National Forest System land, assessor parcel numbers #1318-22-001-017, #1318-22-001-009, #1318-22-001-001, #1318-22-001-002, and #1318-15-401-001; and

WHEREAS, Douglas County adopted a resolution (#2010R-018) in which it agreed to maintain and operate all phases of the South Demonstration Project, once construction has been completed and accepted by Douglas County; and

WHEREAS, construction of Phase 1B and Phase 1C were substantially completed in 2012 and 2013 respectively.

NOW, THEREFORE, BE IT RESOLVED, that the TTD Board of Directors hereby formally transfers all operations and maintenance responsibilities for the Phase 1B and Phase 1C portions of the South Demonstration Project in perpetuity to Douglas County, consistent with the Interlocal Agreement, the Project Management Agreement, and the USFS special use permit.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on February 14, 2014 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Steve Teshara
Chairman

MEMORANDUM

Date: February 10, 2014

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Authorization for the Chairman and District Manager to Execute a Notice of Completion for Public Works Project in connection with the Nevada Stateline to Stateline Bikeway Phase 1B Project; and Authorize the District Manager to Release the Payment and Performance Bonds

Action Requested:

It is requested the Board authorize the Chair and District Manager to sign the Notice of Completion for a Public Works Project with Herback General Engineering for the Nevada Stateline to Stateline Bikeway Phase 1B Project (CIP No. 300-0003.1B) in Douglas County; and authorize the District Manager to release the payment and performance bonds to the surety upon notification from the Project Manager.

Background:

At the June 29, 2012 Board meeting, the Board approved a contract with Herback General Engineering for the construction of Phase 1B (Kahle Drive to Elks Point Rd) of the Nevada Stateline to Stateline Bikeway Project. Construction was substantially completed in October 2012, with the restroom completed spring of 2013.

Discussion:

In November 2012 and again in the spring of 2013, Staff conducted a final walkthrough to identify 'punchlist' items to be completed by the contractor prior to determination of completion and/or substantial completion. Those items have since been completed; therefore Staff is requesting authorization from the Board to execute and subsequently record the Notice of Completion for a Public Works Project with the State of Nevada (NOC) (Attachment A). Recordation of the NOC will begin the Project closeout phase, and release the payment and performance bonds to the surety as required by the State of Nevada Office of the Labor Commissioner upon completion of all Public Works Projects.

Fiscal Analysis:

There are no expenditures associated with this item.

Work Program Analysis:

This project is included in the work program and the TTD's Capital Improvement Program. All work associated with this effort were captured under respective elements of the existing Work Program and corresponding allotted staff time.

Additional Information:

If you have any questions or comments regarding this item, please contact Alfred Knotts at aknotts@tahoetransportation.org or (775) 589-5503.

Attachment:

- A. Phase 1B Notice of Completion for a Public Works Project

STATE OF NEVADA
Office of the Labor Commissioner

NOTICE OF COMPLETION FOR PUBLIC WORKS PROJECT

Please supply the following information to the Office of the Labor Commissioner by fax or mail, upon completion of the Public Works Project.

Identifying PWP Number: DO-2012-35 Bid/Contract #: 300-003.1B

Project Name: Nevada Stateline to Stateline Bikeway South Demonstration Project – Phase 1

Awarding Body: Tahoe Transportation District

Address: 128 Market Street, Stateline, NV, 89449

Contact Person: Alfred Knotts, Project Manager

Telephone: 775-589-5503 Fax: 775-588-0917

Final Contract Amount: \$1,494,233.56 Date of Completion: October 10, 2013

Prime Contractor: Herback General Engineering

Tahoe Transportation District, (“Awarding Body”) certifies that

1. The above project has been completed to the Awarding Body's satisfaction and is being reported to the Labor Commissioner prior to the final payment of money due the contractor pursuant to NRS 338.013(4);
2. The certified payroll reports of the contractors and subcontractors on this project have been examined to the extent necessary to assure compliance with the provisions of NRS 338.010 to 338.090, inclusive, and NAC 338.005 to 338.125, inclusive;
3. To the best of my knowledge, the requirements of NRS 338.010 to 338.090, inclusive, and NAC 338.005 to 338.125, inclusive have been met by the contractors and subcontractors; and
4. To the best of my knowledge, there are no outstanding claims, forfeitures or other enforcement issues regarding the proper payment of prevailing wages on this project.

Signature	Title	Date
Clark, Esmeralda, Lincoln & Nye Counties: Office of the Labor Commissioner 555 E. Washington Ave., #4100 Las Vegas, NV 89101 Phone: (702) 486-2652 Fax: (702) 486-2601 E-Mail: publicworks@laborcommissioner.com	All Other Counties: Office of the Labor Commissioner 675 Fairview Drive, Suite 226 Carson City, NV 89701 Phone: (775) 687-4850 Fax: (775) 687-6409 E-Mail: mail1@laborcommissioner.com	

For Labor Commissioner's Office Use Only

Date Received: _____



MEMORANDUM

Date: February 10, 2014

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of a Contract Amendment and Task Order Limited Notice to Proceed for Wood Rodgers for the SR 89/Fanny Bridge Community Revitalization Project; a Task Order for Ascent Environmental for the Lake Tahoe Passenger Ferry Project; and a Purchase Order for SCS, Inc. for the District's Financial System

Action Requested:

It is requested the Board approve the Contract Amendment and Task Order Limited Notice to Proceed for Wood Rodgers related to the SR 89/Fanny Bridge Community Revitalization Project; the Task Order for Ascent Environmental related to the Lake Tahoe Passenger Ferry Project; and a Purchase Order for SCS, Inc. for the District Financial System updates, user fees, and support as identified in the tables below.

Background:

SR 89/Fanny Bridge Community Revitalization Project

The SR 89/Fanny Bridge Community Revitalization Project was selected for award by the California Federal Lands Access Program (FLAP), administered by Federal Highways Administration – Central Federal Lands Highways Division (CFLHD) in September 2013. Since the award, Staff has been working closely with CFLHD, as co-project leads, to recalibrate the baseline schedule, scope, and budget in order to deliver the project during the 2016 construction season, pending project approval. Currently the Project is within the environmental review phase, and Wood Rodgers has completed 10% preliminary design under their current Task Order.

Lake Tahoe Passenger Ferry Project

At the December 13, 2013 TTD Board meeting, the second of two public scoping meetings was held to solicit and obtain public input on the Lake Tahoe Passenger Ferry Project. The first public scoping meeting was held on December 4, 2013, as part of the regularly scheduled Tahoe Regional Planning Agency (TRPA) Advisory Planning Commission. The public scoping comment period concluded on January 3, 2014, at which time numerous public scoping comments were received from the general public, as well as local, state, and federal agencies. All comments have been reviewed and are part of the administrative record and will be formally documented in the scoping summary report, currently being developed, and considered during the environmental analysis.

The District Financial System Updates, User Fees, and Support

Over the past several months, Staff has been working with SCS, Inc. who is the representative of the District's Financial System, Microsoft Dynamics NAV, to improve system efficiency. This

includes review and development of reporting requirements, payroll support, project time entry, training, and overall financial system support based on the District's needs.

Discussion:

SR 89/Fanny Bridge Community Revitalization Project

Over the past few months TTD staff, CFLHD staff, Project Development Team staff and consultant teams have identified and agreed upon roles and responsibilities, which are reflected in the approved Federal Lands Access Program (FLAP) Project Agreement and Project Delivery Plan. Wood Rodgers will remain the Project consultant responsible for the preliminary engineering and design of the Project, along with assistance from CFLHD. The Project Agreement identifies full funding for the Project; however a reimbursable agreement for FLAP funds is currently being developed and will be brought to the Board in the upcoming months.

In order to keep the Project moving forward and not risk delaying the overall schedule in the Project Agreement and adversely delaying obligation of construction funding for 2016 upon pending Project approval, Staff is proposing the following approach to stay on schedule. As such, Staff is requesting the necessary Contract Amendment for Wood Rodgers, which will include the full Task Order amount consistent with the Project Agreement to complete final design and specifications. While Staff is requesting approval of the full Contract Amendment, Staff is asking the Board to only approve a portion of the full Task Order at this time, under a limited notice to proceed using existing funding through Federal Lands Highways. The requested limited notice to proceed would authorize work related to the environmental document support and associated preliminary engineering and design. Upon execution of a reimbursable agreement with CFLHD for additional FLAP funds, Staff will ask the Board to approve the remaining Task Order at that time. The limited notice to proceed only includes the following items of work:

- Community outreach support/Project management
- Technical design report
- Utility locate, design, and relocation plan
- Preliminary design level survey and mapping
- Right of way mapping
- Geotechnical investigation and foundation report
- Hydraulic/Hydrology report
- Preliminary engineering and design necessary to inform the environmental analysis

Lake Tahoe Passenger Ferry Project

As a result of the public scoping process, potential environmental constraints have been identified in and around the proposed north shore Project locations. The potential identified constraints are in the area of the proposed Tahoe City Marina terminal and the Lighthouse Mall terminal, as these locations have been mapped as primary fish habitat by TRPA. In an effort to proactively address this potential constraint, TTD staff and Ascent Environmental, the consultant tasked with preparing the environmental document for the Project, met with TRPA's senior wild life and fisheries biologist, Patrick Stone, to determine the acceptable level of effort required to evaluate the potential impacts on the fisheries habitat, as well as discuss developing appropriate mitigation measures if necessary. The proposed Task Order will allow Ascent Environmental to prepare the necessary reports that will be required by TRPA to address the potential impacts and will be included in the environmental review process.

The District Financial System Updates, User Fees, and Support

The District's Financial System is necessary to keep accurate accounting records for financial reporting including audits, grants, project expenses, and other District financials. Regular

DK/jw

AGENDA ITEM: VIII.F.

updates, ongoing maintenance, and support, including user fees, are required to ensure the stability of the District's Financial System. Staff is requesting a Purchase Order for SCS, Inc. to provide these critical updates, and continue providing ongoing support.

Below are the descriptions and budgets for the proposed contract, contract amendment, task order, and task order amendment:

BLANKET CONTRACT AMENDMENT REQUEST

Firm	Work Element	Type of Agreement	Phase	Description	Cost
Wood Rodgers	3.4	Contract Amendment	Varies	Add capacity for the full final design and specification development Task Order for the SR 89 Fanny Bridge Community Revitalization Project consistent with the Federal Lands Access Program Project Agreement	\$2,060,000

TASK ORDER and PURCHASE ORDER REQUEST

Firm	Work Element	Type of Agreement	Phase	Description	Cost
Wood Rodgers	3.4	Task Order Limited Notice to Proceed	Preliminary Engineering & Design	Limited Notice to Proceed for a portion of the Preliminary Engineering and Final Design Task Order for SR 89/Fanny Bridge Community Revitalization Project to keep moving forward with 30% design and environmental analysis	\$709,000
Ascent Environmental	3.2.1	Task Order	Environmental	Special Environmental Studies for the Lake Tahoe Passenger Ferry Project	\$15,091
SCS, Inc.	2.5	Purchase Order	Admin Support	Updates, user fees, and ongoing support for the Districts' Financial System, Microsoft Dynamics NAV	\$25,600

Fiscal Analysis:

All expenditures associated with this item are accounted for in the approved 2013/2014 Work Program and associated budgets.

Program	Description	Total	Grantor	Grant Amount	Match	Match Amount
CIP	Wood Rodgers Task Order for the SR 89/Fanny Bridge Community Revitalization Project	\$709,000	FLH ½%	\$709,000	N/A	\$ -
CIP	Ascent Environmental Task Order for the Lake Tahoe Passenger Ferry Project	\$15,091	FLH ½%	\$15,091	N/A	\$ -
All – Admin Support	Updates, User Fees, Ongoing Support for the District's Financial System	\$25,600	Admin Support allocated amongst all fund sources	Varies	General Fund	Varies by Grant

DK/jw

AGENDA ITEM: VIII.F.

Work Program Analysis:

All work associated with this effort is captured under respective elements of the approved FY 2013/2014 Work Program and/or five-year Capital Improvement Program corresponding allotted staff time.

Additional Information:

If you have any questions or comments regarding this item, please contact Alfred Knotts at aknotts@tahoetransportation.org or (775) 589-5503.

MEMORANDUM

Date: February 10, 2014

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Lease Agreement between Tahoe Transportation District and the City of South Lake Tahoe for Transit Facilities and Authorization for District Manager to Execute Agreement

Action Requested:

Staff requests that the Board approve, and authorize District Manager to execute, a lease agreement between TTD and the City of South Lake Tahoe relating to certain transit facilities, in substantially the form attached hereto (Attachment A).

Background:

TTD has been leasing the South Y Transit Center, the Stateline Transit Center, and various bus stops from the City of South Lake Tahoe (City) and has been using those facilities to provide BlueGO transit services. Under this lease, TTD will continue to lease those facilities.

Discussion:

This lease is very similar to the prior lease between TTD and the City, however, this lease will give TTD authority to deal directly with third party transit operators that may want to use the transit centers. The City will now direct all such inquiries to TTD and TTD will have authority to license the transit centers to those third parties. TTD is better able to respond to these types of inquiries and use the transit centers to provide coordinated, regional transportation services.

TTD pays to lease the Stateline Transit Center from the City because TTD is now receiving the Transportation Development Act (TDA) funds that the City previously received and used to pay its financial obligations to the Park Avenue Development Management Association (PADMA). The City is responsible for 20% of PADMA's operating costs, in part, because PADMA provides maintenance services at the Stateline Transit Center.

Fiscal Impact:

Lease payments to the City of South Lake Tahoe are included in the approved transit operations budget.

Additional Information:

If you have any questions or comments regarding this item, please contact Curtis Garner or Adam Spear at (775) 589-5500.

Attachment:

- A. Lease Agreement for Transit Facilities

LEASE AGREEMENT FOR TRANSIT FACILITIES

This Lease Agreement (the “Agreement”) is made and entered into as of February 14, 2014, by and between the City of South Lake Tahoe (“CITY”) and the Tahoe Transportation District (“TTD”).

RECITALS

WHEREAS, TTD is a special purpose district created by Art. IX of the Tahoe Regional Planning Compact (the “Compact”); and

WHEREAS, Art. IX(f)(1) authorizes TTD to own and operate a transportation system to the exclusion of all other publicly owned transportation systems in the Tahoe region; and

WHEREAS, Art. IX(f)(2) authorizes TTD to operate support facilities for public and private systems of transportation, including, but not limited to, parking lots, terminals, facilities for maintenance, devices for the collection of revenue and other related equipment; and

WHEREAS, Art. IX(f)(3) authorizes TTD to acquire or agree to operate upon mutually agreeable terms any public transportation facility within the Tahoe region; and

WHEREAS, CITY is the owner of certain real property and facilities located in the City of South Lake Tahoe, California, which can be used to provide transit services; and

WHEREAS, the parties desire to enter into a lease agreement so that TTD can use the real property and facilities to provide transit services in an area which includes the boundaries of CITY; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree, for themselves, their successors and assigns, as follows:

1. TERM

a. The term of this Agreement shall commence on the date set forth above and shall continue until terminated by either party.

b. Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice.

c. The parties shall be in default upon failure or refusal to perform any material covenant or condition of this Agreement. If the party in default fails to cure a default within fifteen (15) days after notice from the other party to do so, the non-defaulting party shall have the right, without further notice and in addition to any other remedies available at law or equity,

to revoke this Agreement and to either abandon or retake possession of the Leased Premises, as applicable.

2. LEASED PREMISES

CITY hereby leases to TTD the “Leased Premises,” which collectively refers to: (1) the South Y Transit Station (El Dorado County APN 023-411-25, located at 1000 Emerald Bay Road, South Lake Tahoe, California); (2) a portion of the Stateline Transit Center consisting of the waiting area inside the building, bus pull through aisles and islands, and adjacent walkways (El Dorado County APN 029-480-02), located at 4114 Lake Tahoe Boulevard, South Lake Tahoe, California); and (3) the CITY owned bus stop locations shown on Exhibit A, attached hereto and incorporated herein by this reference.

3. USE OF LEASED PREMISES

a. TTD, its officers, agents, employees, and contractors, shall have the non-exclusive right to use the Leased Premises for the purpose of providing public transit services in an area which includes the boundaries of the City of South Lake Tahoe.

b. CITY warrants that there are no existing agreements regarding the Leased Premises that would in any way restrict TTD’s use of the Leased Premises as contemplated in this Agreement.

c. CITY employees, agents, representatives and contractors shall be entitled to enter and use the Leased Premises for any purpose that does not unreasonably interfere with the rights and obligations granted to TTD under this Agreement.

d. CITY hereby grants TTD, its officers, agents, employees, and contractors, the right of ingress and egress over and across roadways, walkways, passageways and other public facilities necessary to use the Leased Premises.

e. TTD, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Leased Premises, regardless of when they become or became effective, including, but not limited to, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

4. LEASE PAYMENTS

a. During the term of this Agreement, TTD shall pay to CITY a sum equal to \$74,000 annually, payable in equal quarterly installments of \$18,500 upon receipt of an invoice from CITY (hereinafter “Lease Payments”). The amount of the Lease Payments may be adjusted annually, by a percentage increase/decrease equal to the percentage increase/decrease of

PADMA membership dues in the previous year, such percentage not to exceed a ten percent (10%) increase per year. CITY will provide a copy of the PADMA annual budget to TTD each year upon adoption by PADMA.

b. A one hundred dollar (\$100.00) late fee may be assessed for any Lease Payments not paid within thirty (30) days of receipt of an invoice. Lease Payments not received within thirty (30) days of receipt of the invoice shall accrue interest in the amount of one percent (1%) per month. Lease Payments shall be made to the City of South Lake Tahoe Finance Department, 1901 Airport Road, South Lake Tahoe, CA 96150.

c. Should this Agreement be canceled or terminated by either party hereto, TTD shall pay the pro rata amount owed, calculated based on the date of termination. Such pro rata payment shall be made within 30 days of the date of termination of this Agreement.

5. SUBLEASES AND LICENSES

TTD shall have the exclusive right to sublease, or license the use of, all or any portion of the Leased Premises at its sole discretion. CITY shall not lease, or license the use of, any portion of the Leased Premises during the term of this Agreement. CITY shall direct any interested parties to contact TTD to inquire regarding leases or licenses relating to the Leased Premises.

6. MAINTENANCE AND REPAIRS

TTD, at its sole cost and expense, shall keep the Leased Premises in good order and repair and in a clean and safe condition to the satisfaction of CITY. The restrooms at the Stateline Transit Center are not part of the Leased Premises, and as such TTD shall not be responsible for upkeep of the restrooms.

CITY, at its sole cost and expense, shall be responsible for any required maintenance or repairs to asphalt or concrete pavement, foundations, fixtures, structures, plumbing, electrical fixtures and roofs, provided that TTD shall be responsible for repairing any damage to asphalt or concrete pavement, foundations, fixtures, structures, plumbing, electrical fixtures and roofs caused by TTD, its agents, employees, invitees and visitors, through active or passive negligence. Should TTD fail, neglect or refuse to do so, CITY shall have the right, but not the obligation, to perform such repairs for TTD's account, and TTD agrees to promptly reimburse CITY for the cost thereof, provided, however, that CITY shall first give TTD ten (10) days' written notice of its intention to perform such repairs. CITY shall not be obligated to make any repairs unless otherwise required by this Agreement.

CITY reserves the right of entry for its employees and agents to inspect the Leased Premises as deemed necessary by CITY, and the right but not obligation to do any and all work of any nature necessary for preservation, maintenance and repair of the Leased Premises. TTD shall be given reasonable notice when any such work may become necessary and will adjust operations to permit CITY to proceed expeditiously with such work.

7. IMPROVEMENTS

TTD shall not contract with any outside personnel to construct any new improvements or make any modifications, other than regular maintenance, to the Leased Premises without prior approval from CITY, unless obtaining such prior approval would result in an unreasonable delay in TTD's ability to provide public transit services.

All improvements, with the exception of that property which normally would not be attached or affixed to the buildings or land in such a way that it would become a part of the realty, shall remain within the Leased Premises after the expiration of the term of this Agreement or termination by cancellation as hereinafter provided, and shall thereupon become the property of CITY.

8. UTILITIES

TTD shall be responsible for and shall pay the following portion of utility expenses arising from its use, occupation, and lease of the Leased Premises:

- a. One hundred percent (100%) of the total utility expenses for the South Y Transit Station. TTD shall place electrical and gas utility services into its name at the South Y Transit Center.
- b. One-third (1/3) of the total utility expenses for the Stateline Transit Station.

Such utilities include, but are not limited to, electrical, gas, water, sewer, refuse, television and internet, and other utility expenses incurred in connection with its use and operation of the Leased Premises.

CITY will provide TTD an invoice for these utility expenses on a quarterly basis along with the invoices for the Lease Payments. TTD shall pay these invoices within thirty (30) days of receipt of this billing. A ten percent (10%) late fee not to exceed one hundred dollars (\$100.00) shall be assessed for any payment not received by CITY within thirty (30) days of the invoice date indicated on each invoice. Payments not received within thirty (30) days from the date due shall accrue interest in the amount of one percent (1%) per month. Payments shall be made to the City of South Lake Tahoe Finance Department, 1901 Airport Road, South Lake Tahoe, CA 96150.

9. ENVIRONMENTAL IMPAIRMENT

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Leased Areas or Leased Buses due to the TTD's use and occupancy thereof, TTD, at its expense, shall be obligated to clean all the property affected thereby, to the satisfaction of CITY.

Insofar as it lawfully may, TTD shall indemnify, hold harmless and defend CITY against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorney's fees) incurred by CITY as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the term of this Agreement unless such liability, cost or expense is proximately caused solely by the active negligence of CITY.

10. SNOW REMOVAL

TTD shall be responsible for snow removal on all areas and portions of the South Y Transit Station in accordance with South Lake Tahoe City Code Chapter 26, Article IV, except that CITY shall provide snow removal in the parking areas and roadways on the premises during CITY's normally scheduled snow plow routes. PADMA shall be responsible for snow removal on all areas and portions of the Stateline Transit Center, except that CITY shall provide snow removal in the parking areas and roadways on the premises during CITY's normally scheduled snow plow routes.

11. PARKING

CITY may park vehicles and equipment in assigned areas of the Leased Premises only as designated by TTD. CITY shall not otherwise park vehicles and equipment on the Leased Premises, except short term parking for maintenance or administrative staff. .

12. INDEMNIFICATION

TTD agrees to defend, indemnify, release and hold harmless CITY from and against any and all loss, damage, liability, claims, demands, costs, charges and expenses (including, without limitation, attorney's and expert witness fees and other expenses of litigation) and causes of action of whatsoever character which CITY may incur, sustain, or be subjected to on account of loss or damage to the Leased Premises and loss of use thereof, or for bodily injury to or death of any persons (including, without limitation, property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the occupancy, operation, maintenance, use or enjoyment of the Leased Premises under this Agreement.

TTD waives any and all rights to any type of express or implied indemnity or right of contribution from CITY for any liability, claims, demands, costs, charges and expenses

(including, without limitation, attorney's and expert witness fees and other expenses of litigation) and causes of action of whatsoever character on account of loss or damage to the Leased Premises and loss of use thereof, or for bodily injury to or death of any persons (including, without limitation, property, employees, subcontractors, agents, and invitees of each party hereto) arising out of or in any way connected with the occupancy, operation, maintenance, use or enjoyment of the Leased Premises under this Agreement.

13. INSURANCE

a. Coverage.

TTD or its contractor, at its own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies which shall protect CITY, its elective and appointive boards, and officers from any claims for damages for personal injury, including death, and/or property damage, to third parties which may arise from TTD's operations under this Agreement:

- i. *Workers' Compensation Coverage.* TTD shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, TTD shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by TTD for CITY.
- ii. *General Liability Coverage.* TTD shall maintain commercial general liability insurance or its equivalent, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

Such insurance shall identify CITY, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising from TTD's operations under this Agreement.

This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with it.

This insurance shall act for each insured and additional covered party as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

- iii. *Automobile Liability Coverage.* TTD shall maintain automobile liability insurance coverage for bodily injury and property damage for all activities of the TTD arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than five million dollars (\$5,000,000) per occurrence.

b. Endorsements.

Any commercial insurance policies shall be placed with insurers possessing an A.M. Best rating of no less than A-:VII. No policies of insurance carried by TTD shall be canceled, except after thirty (30) days written notice to the City Attorney.

c. Deductibles and Self-Insured Retentions.

TTD shall maintain any deductibles or self-insured retentions at a maximum of five thousand dollars (\$5,000.00). Any insurance policies with deductibles greater than five thousand dollars (\$5,000.00) must be declared to and approved by CITY. At CITY's option, TTD shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance.

TTD shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, at the inception of this Agreement. TTD shall not commence operations under this Agreement until all insurance required under this section has been approved by CITY as to form, amount and carrier, nor shall TTD allow any sublessee or subcontractor to commence operations until all similar insurance required of the sublessee or subcontractor has been so obtained and approved prior to the expiration of any such policy. Prior to expiration of any such policy, a certificate showing that such insurance has been renewed shall be delivered to CITY. CITY shall be given notice if such insurance coverage is canceled or reduced, and a replacement certificate shall be filed with CITY showing that the required insurance has been reinstated or provided through another insurance company.

14. NOTICES

All notices as required to be given by one party to the other shall be served upon the other by registered mail, postage prepaid, and addressed as follows:

TTD:

Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448
Attn: Carl Hasty, District Manager

CITY:

City of South Lake Tahoe
City Manager
1901 Airport Road, Suite 203
South Lake Tahoe, CA 96150

With a copy to:

City Attorney
City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA 96150

or at such other address as either party shall from time to time notify the other in writing of such change of address.

15. EXECUTION OF OTHER DOCUMENTS

The parties hereto agree that each shall concurrently herewith, or at any time hereafter, on the demand of the other execute any other documents or instruments, and do or cause to be done, any other act and things as may be necessary or convenient to carry out the intent and purposes of this Agreement.

16. NONWAIVER

Any failure by a party to enforce or exercise its rights under any term, condition or covenant of this Agreement shall not be construed as a waiver of such rights or such term, covenant or condition.

17. ATTORNEY FEES

In the event of any dispute, claim or litigation based upon or relating to breach, default or enforcement of any of the provisions of this Agreement, the prevailing party in such dispute, claim or litigation shall be entitled to recover its reasonable attorney's fees, court costs and expenses from the non-prevailing party.

18. JURISDICTION AND VENUE

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the venue for any litigation arising here from shall be in the El Dorado County Superior Court.

19. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

20. AUTHORITY TO ENTER AGREEMENT.

TTD has all requisite power and authority to execute, deliver, and perform under this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties regarding the Leased Premises and supersedes all previous written and oral agreements between the parties hereto. This Agreement may not be modified orally and any modification must be entered into voluntarily by CITY and TTD, under the same formalities as are required for the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Agreement as of the day and year first above written.

City of South Lake Tahoe (CITY)

Tahoe Transportation District (TTD)

Nancy Kerry, City Manager

Carl Hasty, District Manager

APPROVED AS TO FORM:

Thomas T. Watson, City Attorney

ATTEST:

Susan Alessi, City Clerk

Exhibit A
Map of Bus Stops



Engineering Department

City of South Lake Tahoe Transit Stops



Legend

-  CSLT Transit Stops
-  BlueGo Bus Stops
-  CSLT Parcels 2012





MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Appointment of TTD's Representative and Alternate to the Tahoe Regional Planning Agency's Advisory Planning Committee

Action Requested:

It is requested the Board reappoint Director Steve Teshara as TTD's Tahoe Regional Planning Agency's (TRPA) Advisory Planning Committee (APC) appointee and appoint an alternate as necessary.

Background:

The APC serves as the formal advisory board to the Governing Board of the TRPA in regard to planning and policy issues. This important function is the opportunity for the TTD to have a formal voice in the planning process and share its expertise with decision makers in making determinations on planning and project matters in the region. In December 2012, Chair Teshara was appointed as the District's APC member, with Mr. Mallery appointed as his alternate.

At the December 2013 APC meeting, Mr. Teshara was appointed the Vice-Chair of the APC.

Discussion:

With the recognition of Director Teshara as Vice-Chair of APC, it is important to reaffirm him as the District's representative. Staff requests the Board reappoint Director Teshara to the APC and reappoint Director Mallery as the alternate or nominate and select a new alternate.

Fiscal Analysis:

Not applicable.

Work Program Analysis:

Not applicable.

Additional Information:

If you have any questions or comments regarding this item, please contact Carl Hasty at chasty@tahoetransportation.org or (775) 589-5501.



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Resolution Adopting Policies and Procedures for TTD Board and Committee Meetings

Action Requested:

Staff requests that the Board approve a resolution adopting policies and procedures for TTD Board and committee meetings (Attachment A) with any changes directed by the Board.

Background:

TTD policies and procedures need to be updated and supplemented in order to accurately reflect the manner in which TTD conducts business. TTD policies and procedures are informed by operational needs, similar TRPA policies and procedures, and federal, state and local statutory and regulatory requirements. Policies and procedures must be adopted by resolution of the Board pursuant to Art. IX(e) of the Compact.

Over the course of the year, TTD staff will develop a comprehensive policies and procedures handbook and bring the handbook to the Board in phases for adoption by resolution. For each phase, TTD staff will present the handbook to the board, explain the purpose and provisions of the handbook, and then incorporate any directions from the Board. If directions from the Board can be incorporated simply, then the Board can approve the handbook with those changes. If directions from the Board are more complicated and require significant revisions, then the Board can direct staff to prepare changes and bring the handbook back for consideration at the next meeting.

Discussion:

TTD staff has prepared the following sections of the policies and procedures handbook for this meeting: (1) a section with general provisions and definitions, and (2) a section regarding Board and committee meetings.

The section for Board and committee meetings mostly mirrors current practices and procedures. One change is that TTD will no longer attempt to comply with both Nevada and California open meetings laws and, instead, will only follow the one that imposes the greater requirements, as determined by Legal Counsel. This practice mirrors TRPA practice pursuant to Art. III(d) of the Compact and will allow TTD to reduce administrative costs and confusion that results from attempting to follow conflicting provisions and guidance for two sets of laws. Currently, Legal Counsel has determined that Nevada imposes the greater requirements so TTD would follow the Nevada Open Meeting law until determined otherwise.

TTD staff has also prepared a draft Table of Contents for the handbook which shows the eventual scope of the handbook.

Fiscal Impact:

All staff and legal counsel time for preparing the policies and procedures is captured in the approved FY 2013-2014 budget.

Additional Information:

If you have any questions or comments regarding this item, please contact Carl Hasty or Adam Spear at (775) 589-5500.

Attachment:

- A. Resolution 2014-002 – A Resolution Adopting Policies and Procedures

TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2014-002

A RESOLUTION ADOPTING POLICIES AND PROCEDURES

WHEREAS, The Tahoe Transportation District (TTD) is in the process of updating, amending and supplementing its existing policies and procedures in order to accurately reflect the manner in which TTD conducts business; and

WHEREAS, TTD is expressly authorized by Art IX(e) of the Compact to adopt procedures for the adoption of its budgets, the appropriation of its money, and the carrying on of its other financial activities, and impliedly authorized to adopt all other necessary policies and procedures; and

WHEREAS, policies and procedures must be established by resolution of the Board and must conform, insofar as practicable, to the procedures for financial administration of the State of California or the State of Nevada or one or more of the local governments in the region pursuant to Art IX(e) of the Compact; and

WHEREAS, TTD staff has prepared the policies and procedures attached hereto as Exhibit A, which are entitled "General" and "Board and Committee Meetings."

NOW, THEREFORE, BE IT RESOLVED, that the TTD Board of Directors hereby adopts the policies and procedures attached hereto as Exhibit A and directs that they be incorporated into the TTD Policies and Procedures Handbook.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on February 14, 2014 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Steve Teshara
Chairman



Tahoe Transportation District

Policies and Procedures Handbook



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1.0 GENERAL

1.1 PURPOSE

The Board intends to maintain this Handbook as a comprehensive listing of the District's policies and procedures in order to serve as a resource for Directors, Staff and members of the public to determine the manner in which the District conducts business.

1.2 ADOPTION AND AMENDMENT

- 1.2.1 The District is expressly authorized to adopt procedures for the adoption of its budgets, the appropriation of its money, and the carrying on of its other financial activities, and impliedly authorized to adopt all other necessary policies and procedures. Compact, Art IX(e).
- 1.2.2 Procedures and policies shall be established by resolution of the Board and must conform, insofar as practicable, to the procedures for financial administration of the State of California or the State of Nevada or one or more of the local governments in the region. Compact, Art IX(e).
- 1.2.3 This Handbook shall be reviewed and amended, as necessary, on an ongoing basis.

1.3 DEFINITIONS

- 1.3.1 Capitalized terms used in this Handbook and not otherwise defined shall have the following meanings:
 - A. Board means the Board of Directors of the District.
 - B. Chairman means the Chairman of the Board, as elected bi-annually by the Directors.
 - C. Compact means the Tahoe Regional Planning Compact adopted by the governors of the State of California and the State of Nevada and ratified by Congress in Public Law 96-551, of which Article IX may be amended by substantively identical legislative enactments by the legislatures of the States of California and Nevada.
 - D. Director means the director appointed or designated to represent each member of the District.
 - E. District means the Tahoe Transportation District.
 - F. District Manager means the chief executive officer of the District, as appointed by the Board.
 - G. Handbook means this Policies and Procedures Handbook.
 - H. Legal Counsel means the attorney for the District, as appointed by the Board.
 - I. Secretary means the Secretary for the District, as appointed by the Board.
 - J. Staff means the officers and employees of the District.

1.4 LIBERAL CONSTRUCTION AND DEVIATION

This Handbook shall be liberally construed to secure efficient and economical determinations of all matters before the Board and Staff. The Board and Staff may deviate from this Handbook to the extent that strict compliance is impracticable or unnecessary, and not otherwise prohibited by law.



3.0 BOARD AND COMMITTEE MEETINGS

3.1 DATE AND TIME OF MEETINGS

- 3.1.1 Regular Meetings. Regular meetings of the Board shall be held on the second Friday of each month. The location of regular meetings shall, to the extent practicable, alternate monthly between the North Shore and the South Shore.
- 3.1.2 Special and Emergency Meetings. Special and emergency meetings of the Board may be called at any time by the District Manager, the Chairman, or by the Board.
- 3.1.3 Committee Meetings. Meetings of committees shall be held prior to regular meetings of the Board as determined by the District Manager.

3.2 OPEN MEETING LAW

All meetings of the Board and committees shall be open to the public to the extent required by the laws of the State of California or the State of Nevada, whichever imposes the greater requirement applicable to local governments at the time such meeting is held, as determined by Legal Counsel.

3.3 AGENDAS

- 3.3.1 Preparation. The District Manager shall prepare an agenda for each meeting of the Board and committees.
- 3.3.2 Director Requests for Action Items. Any Director may request that a matter be placed on the agenda for a regular or special meeting no later than three business days prior to the posting of the agenda.
- 3.3.3 Public Requests for Action Items. Any member of the public may request that a matter be placed on the agenda for a regular meeting no later than seven business days prior to the posting of the agenda, subject to the following conditions:
 - A. The request must be submitted to the Secretary in writing together with supporting documents and information, if any.
 - B. The District Manager, in his sole discretion, must determine that the matter is directly related to District business and should be placed on the agenda.
 - C. If the matter is not placed on the agenda, the member of the public may appeal the District Manager's decision during the public comment portion of the next regular meeting and any Director may request that the matter be placed on the agenda for a future meeting.
- 3.3.4 Consent Calendar. Action items expected to be routine and non-controversial shall be placed on a consent calendar in the agenda. A vote to approve the

consent calendar shall apply to each action item listed as though the item had been acted upon individually.

- 3.3.5 Posting and Distribution. The agenda will be posted on the District's website and at locations selected by Staff, and will be distributed to Directors and member of the public along with a packet of supporting documents and information.

3.4 BOARD PACKETS

The Secretary of the Board shall prepare a packet of supporting documents and information for each agenda which shall be distributed electronically to Directors, and to members of the public who have requested those materials. Hard copies of the packet shall be made available at meetings.

3.5 RULES OF ORDER FOR BOARD AND COMMITTEE MEETINGS

- 3.5.1 General. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting, and therefore, does not conduct its meetings under formalized rules such as Robert's Rules of Order. No action shall be invalidated or otherwise affected by any failure to technically comply with these rules.

- 3.5.2 Chairman. Meetings shall be presided over by the Chairman. In the absence of the Chairman, the Vice-Chairman shall carry out the duties of the Chairman. In the absence of the Chairman and the Vice-Chairman, the remaining Directors shall, by consensus, designate a member to carry out the duties of the Chairman.

- 3.5.3 Order of Business. The order of business shall be set forth in the agenda, but may be amended by a motion to change the order of business. Upon a request from a Director, Staff or members of the public, action items may be withdrawn from the consent calendar by motion to be heard individually in the regular manner.

- 3.5.4 Obtaining the Floor. Any Director desiring to speak should address the Chairman and, upon recognition by the Chairman, may address the subject under discussion.

- 3.5.5 Motions. Any Director, including the Chairman, may make or second a motion. A motion shall be brought and considered as follows:

- A. A Director makes a motion;
- B. Another Director seconds the motion;
- C. The Chairman states the motion for consideration
- D. The Board votes on the action.

- 3.5.6 Secondary Motions. A secondary motion concerning a main motion may be brought and considered before the Board votes on the main motion.

- A. Motion to Amend. A main motion may be amended before it is voted on either by consent of the Directors who moved and seconded the main motion, or by a motion to amend.
- B. Motion to Table. A main motion may be indefinitely tabled before it is voted on by a motion to table.

- C. Motion to Postpone. A main motion may be postponed to a certain time by a motion to postpone.
- D. Motion to Refer to Committee. A main motion may be referred to a committee for further study and recommendation by a motion to refer to committee.
- E. Motion to Close Debate and Vote Immediately. Any director may make a motion to close debate and immediately vote on a main motion.
- F. Motion to Continue. A meeting or an item on the agenda may be continued to a later date by a motion to continue.

3.5.7 Decorum. The Chairman shall take whatever actions are necessary and appropriate to preserve order and decorum during meetings. The Chairman may eject any person or persons making personal, impertinent or slanderous remarks, refusing to abide by a request from the Chairman, or otherwise disrupting the meeting.

3.5.8 Amendment. By motion made, seconded and approved by the Board, the Board may at its discretion temporarily suspend these rules in whole or in part, and/or amend these rules in whole or in part.

3.6 QUORUM AND VOTES

3.6.1 Quorum. A majority of the Directors authorized to vote in the Compact constitutes a quorum of the Board. A majority of the committee members on a committee constitutes a quorum of the committee.

A. A quorum is required for the Board or a committee to take action.

B. If a quorum is not present, the Board or committee may not take action.

3.6.2 Voting. A quorum must vote in favor of an action in order for the Board or committee to take formal action. If a quorum does not vote in favor of an action, an action of rejection shall be deemed to have taken place.

3.6.3 Direction. The Board may give directions to Staff and consultants as informal action that does not require formal procedural process. However, informal action is still Board action and shall only occur regarding matters that appear on the agenda.

A. The Chairman shall determine by consensus the direction to be given and shall make a statement of the direction for clarification.

B. If a Director challenges the statement of the Chairman, a vote may be requested to take formal action.

3.7 PUBLIC COMMENT

3.7.1 Comment Periods. At each meeting, there shall be a period for public comment on each action item included on the agenda and a period for general public comment on any matter of interest to the public that is within the jurisdiction of the District and not included on the agenda.

3.7.2 Procedure.

A. The Chairman may establish a time limit the entire public comment period and for individual speakers as authorized by law.

- B. Each speaker must first state his or her name and identify the subject or subjects upon which he or she intends to comment.
- C. Unless the matter is an action item on the agenda, the Board shall not discuss or take action on the matter.

- 3.7.3 Response. At the close of the speaker's comments, the Chairman may ask Staff to respond to the speaker's comments. After the Staff response, and if appropriate, the Chairman shall make one of the following determinations:
- A. The matter does not require investigation or response;
 - B. The matter should be referred to Staff for investigation and/or response;
 - C. The matter should be placed on the agenda for a future meeting.
 - D. If any Director disagrees with the Chairman's determination, that determination may be overturned by a motion which is then seconded and approved by the Board.

3.8 PUBLIC HEARINGS

- 3.8.1 Time. Matters noticed for public hearing shall commence at the time specified in the notice of public hearing, if so specified, or as soon thereafter as is reasonably practicable.

- 3.8.2 Interested Persons.
- A. Any persons interested in the matter shall be entitled to submit written materials or comments and those materials shall be retained as part of the record.
 - B. Any persons interested in the matter shall be entitled to speak at the public hearing.
 - C. Any persons desiring to speak at the public hearing shall place their full name on a sign-in sheet.

- 3.8.3 Procedure.
- A. The Chairman shall open the public hearing and may establish a time limit for the entire hearing and for individual speakers as authorized by law.
 - B. Speakers shall direct all comments to the Board and not pose questions to individual Directors or Staff. Debate and argument among the speakers, the audience, the Board or Staff shall not be allowed.
 - C. Directors or Staff may pose questions to speakers or to each other during the public hearing but should be mindful that the purpose of the hearing is to obtain testimony and not to debate or argue the merits of the matter.
 - D. The Chairman shall close the public hearing and no further testimony shall be solicited or received without reopening the public hearing.

3.9 CLOSED SESSIONS

- 3.9.1 The Board and committees may hold closed sessions during a meeting, or at any other time authorized by law, to consider or hear any matter which is authorized by law to be heard or considered in closed session.

- 3.9.2 During closed sessions, the Board or committee may exclude any person that the Board is authorized by law to exclude.
- 3.9.3 The results of any closed session, including any action taken, shall be announced in public session following the closed session and noted in the minutes of the meeting pursuant to law.

3.10 SITE VISITS

- 3.10.1 The Board or a committee may include site visits on the agenda for any meeting. Site visits are conducted for the purpose of gathering information about a specific project or a general matter within the jurisdiction of the District.
- 3.10.2 The Board or a committee may not take any action at a site visit.
- 3.10.3 Members of the public may attend the site visit, if practical, but no public comment or testimony shall be allowed.
- 3.10.4 Staff shall prepare and present a summary of the site visit at the following meeting and the summary shall be included in the minutes of the meeting.

3.11 TELECONFERENCE

- 3.11.1 Teleconference. TTD may use teleconference for any meeting to the extent authorized by the open meeting law. Directors, committee members and staff that intend to use teleconference for a meeting must notify and receive approval from Legal Counsel prior to the posting of the agenda.
 - A. Directors and committee members may not participate in meetings by teleconference unless the teleconference location is properly noticed and open to the public in accordance with the open meeting law.
 - B. Staff and third-party advisors may participate in meetings by teleconference as deemed necessary by the District Manager.
- 3.11.2 Permanent Teleconference Locations. [reserved]

3.12 MINUTES

- 3.12.1 Written Minutes. The Secretary shall keep written minutes of all meetings of the Board and committees. Copies of the draft written minutes shall be distributed to Directors and committee members as part of the supporting documents and information for the next regular meeting, at which time the Board or committee will consider approving the minutes as presented or with modification.
- 3.12.2 Resolutions. Motions and resolutions shall be recorded in the minutes as having passed or failed and individual votes will be recorded. All resolutions adopted by the Board shall be numbered consecutively, starting new at the beginning of each calendar year.
- 3.12.3 Contents of Minutes. In addition to other information specifically requested by the Board, the following information shall be included in the minutes if relevant:
 - A. Date, place and type of each meeting;
 - B. Roll call and determination of quorum;

- C. Directors or committee members present and absent by name;
- D. Administrative staff present by name;
- E. Call to order;
- F. Approval of agenda;
- G. Approval of the minutes or modified minutes of preceding meetings;
- H. Record of the vote on every action item;
- I. Summary of the deliberation for each action item;
- J. Summary of public comment on each action item and the names of the speakers;
- K. Summary record of staff reports;
- L. Summary of public comment regarding matters not on the agenda and the names of the speakers;
- M. Resolutions described as to their substantive content, whether they passed or failed, the individual votes recorded, and sequential numbering;
- N. Record of all contracts and agreements, and any amendments, approved;
- O. Approval of the annual budget;
- P. Approval of any purchases or dispositions of District assets;
- Q. Results of closed session action;
- R. Time of meeting's adjournment.

3.12.4 Audio Recordings. Unless directed otherwise, the Secretary will make audio recordings of all meetings of the Board and committees. Members of the public may inspect the recordings without charge by requesting a disc with a copy of the recording from the Secretary.



MEMORANDUM

Date: February 10, 2014

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Ratify Execution of Third Amendment to the Contract between TTD and Airport Mini-Bus for the North Lake Tahoe Express Shuttle Service

Action Requested:

Staff requests that the Board ratify the District Manager's execution of a third amendment to the contract between TTD and Airport Mini-Bus for the North Lake Tahoe Express shuttle service.

Background:

The North Lake Tahoe Express (NLTE) has been facing significant budget and operational challenges. TTD staff has been working with the Truckee North Tahoe Transportation Management Association (TNT-TMA) to contain costs and restore the financial viability of the system. Those efforts included extensive review of the operations and financial condition of the system, implementing service reductions that cut over 40% of available routes, and negotiating funding agreements that provided greater confidence in the timing and amounts of subsidy contributions.

Early data indicated that those efforts were having success. However, low snowfall and reduced tourism levels this season has resulted in lower than expected ridership. As a result, the NLTE was more dependent on subsidy during November, December and January than had been predicted. On January 9, TNT-TMA advised TTD that remaining available subsidy contributions would be inadequate to continue the service past March 1.

TTD staff immediately took action to limit potential financial liability. On January 13, TTD's Legal Counsel provided 45 days written notice to the operator (Airport Mini-Bus) that TTD intended to terminate its contract with the operator. This action was authorized by the contract and was necessary to ensure that costs of the service would not eventually exceed available revenues.

TTD staff then took action to explore options that would avoid a service interruption. On January 14, TTD, TNT-TMA, and Airport Mini-Bus met with the various public and private entities that provide subsidy contributions to the system. TTD assisted TNT-TMA in presenting information regarding the status of the system and options to avoid a service interruption. TTD then prepared the structure and terms of the available options. On January 23, TTD, TNT-TMA and the funding partners met again to reach a consensus. All parties agreed to allow the operator to run the NLTE with more control and autonomy at a significantly reduced level of service, but with no additional subsidy requirements. In short, there was insufficient funding

available to continue a subsidized system and additional funding will not be available until at least June 30, 2014.

Discussion:

TTD's Legal Counsel drafted a third amendment to the contract with Airport Mini-Bus for the non-subsidized service (Attachment A). TTD's Legal Counsel advised TTD's District Manager to execute the amendment prior to TTD Board approval, so that the non-subsidized service could begin on February 1. TTD's Legal Counsel is requesting that the Board ratify the execution of the amendment.

The non-subsidized service allows the NLTE to continue through the end of the fiscal year without a service interruption and without financial liability for TTD, TNT-TMA or the funding partners. The initial term of the contract is from February 1, 2014 to June 30, 2014. TTD can terminate the contract for any reason upon 15 days written notice. Airport Mini-Bus can terminate the contract for any reason after June 30, 2014, upon 60 days written notice. Therefore, there are assurances that service will continue for the rest of the fiscal year, but TTD also retains flexibility to end the contract, if necessary.

Most of the funding partners have expressed an interest in resuming a subsidized service beginning June 30, 2014. The funding partners will need to make collective decisions about what they want from the NLTE, what they are willing and able to contribute to subsidize the NLTE, and what roles each wants to take on in terms of funding, management and oversight of the NLTE. TTD could play a valuable role in these cooperative efforts because it can provide legal and administrative resources that would otherwise be unavailable, serve as an honest broker in discussions among the parties, and execute and oversee the contract with the operator. However, TTD will need to evaluate the cooperative process as it develops and determine whether or not the structure of the system would entail an acceptable level of risk for TTD and an acceptable investment of TTD staff time.

Fiscal Analysis:

There is no financial cost to TTD or the other funding partners under a non-subsidized system because there are no payments to the operator. TNT-TMA is closing out costs incurred under the prior subsidized system and applying available subsidy contributions and revenues to pay those costs.

Work Program Analysis:

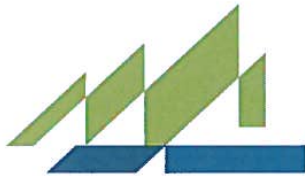
All work associated with this effort will be captured under respective elements of the Work Program, as adjusted, and corresponding allotted staff time.

Additional Information:

If you have any questions or comments regarding this item, please contact Adam Spear at aspear@tahoetransportation.org or (775) 589-5500.

Attachments:

- A. Notice of Intent to Terminate
- B. Third Amendment to Agreement for Airport Shuttle Service



Tahoe Transportation
DISTRICT

Connecting our communities

January 13, 2014

Chip Bell
Airport Mini-Bus
100 Sunshine Lane
Reno, NV 89502
chipb@bellimo.com

Via Mail and Email

Dear Mr. Bell:

The Truckee North Tahoe Transportation Management Association (TMA), as manager of the North Lake Tahoe Express (NLTE), has informed the Tahoe Transportation District (TTD) that TMA does not believe there will be sufficient funding available to subsidize the NLTE beyond March 1, and that the funding may run out even before March 1.

As a result, pursuant to Section 20(B) of the Agreement for Airport Shuttle Service between TTD and Airport Mini-Bus, TTD is hereby providing 45 days written notice of its intent to terminate the agreement on February 27, 2014.

Please contact me with any questions. I look forward to meeting with you tomorrow to discuss possible alternatives that may allow the NLTE to continue operating in some capacity.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Spear", written over a light blue horizontal line.

Adam Spear
Legal Counsel

128 Market Street Suite 3F Stateline, Nevada 89449 | PO Box 499 Zephyr Cove, Nevada 89448
775.589.5500 Fax 775.588.0917 tahoetransportation.org

Board of Directors City of South Lake Tahoe El Dorado County Placer County Washoe County Douglas County Carson City CalTrans
Truckee-North Tahoe Transportation Management Association South Shore Transportation Management Association Member At Large NDOT

**AMENDMENT #3
TO
AGREEMENT FOR AIRPORT SHUTTLE SERVICE**

The Tahoe Transportation District (“TTD”) and Airport Mini Bus (“Contractor”) agree to amend the Agreement for Airport Shuttle Service dated June 30, 2012, as previously amended by the parties on October 18, 2013, and December 1, 2013 (the “Agreement”).

WHEREAS, TTD is a special purpose district created by Art. IX of the Tahoe Regional Planning Compact (the “Compact”); and

WHEREAS, Art. IX(f)(1) authorizes TTD to own and operate a transportation system to the exclusion of all other publicly owned transportation systems in the Tahoe region; and

WHEREAS, Art. IX(f)(9) authorizes TTD to provide service from inside the Tahoe region to convenient airport, railroad and interstate bus terminals without regard to the boundaries of the Tahoe region; and

WHEREAS, Art. IX(f)(5) authorizes TTD to contract with private companies to provide any of the services needed in operating a system of transportation for the Tahoe region; and

WHEREAS, TTD contracted with Contractor to provide fixed-route shuttle bus service between the Reno-Tahoe International Airport and specified locations in North Lake Tahoe and Truckee; and

WHEREAS, TTD provided notice to Contractor on January 13, 2014, of its intent to terminate the Agreement on February 27, 2014, due to a failure to receive sufficient sources of funding to subsidize the service; and

WHEREAS, TTD was authorized to terminate the Agreement after providing forty-five (45) days written notice to Contractor pursuant to Section 20(B) of the Agreement; and

WHEREAS, in lieu of termination, the parties desire to amend the Agreement as set forth herein; and

WHEREAS, this amendment is in writing and executed by both parties as required by Section 25 of the Agreement; and

NOW, THEREFORE, the parties agree that this amendment shall be effective as of February 1, 2014, and that the current version of the Agreement shall be amended and replaced in its entirety with the following:

1. Service

A. TTD authorizes Contractor to provide interstate and intrastate fixed route passenger transportation service between the Reno-Tahoe International Airport and North Lake Tahoe using the registered name, logo and other assets of the “North Lake Tahoe Express.”

B. TTD will not operate a competing, fixed-route passenger transportation service during the term of this Agreement.

C. Contractor agrees to provide interstate and intrastate passenger transportation service between the Reno-Tahoe International Airport and North Lake Tahoe using the registered name, logo and other assets of the “North Lake Tahoe Express,” according to the routes and service schedule set forth in Exhibit A. Contractor may add additional runs or routes but may not decrease the number of runs or routes. Contractor may change the times of the runs at its discretion.

D. Contractor may change the service schedule at any time but must honor all existing reservations and must electronically distribute the revised service schedule to interested lodging properties and public entities at least 14 days before the revised service schedule is to take effect.

E. Contractor may contract separately with NLTRA, Placer County, the Town of Truckee, the Incline Village Crystal Bay Visitors Bureau, the Truckee Tahoe Airport, the Cedar House Sport Hotel, the Hampton Inn & Suites Tahoe Truckee, the Hyatt Regency Lake Tahoe, the Tahoe Biltmore, and other private and public entities, to provide additional passenger transportation service using the registered name, logo and other assets of the “North Lake Tahoe Express,” subject to TTD’s rights to terminate this Agreement. Any such contract must explicitly state that its effectiveness is contingent upon the effectiveness of this Agreement and that it shall automatically terminate upon the termination of this Agreement. Contractor shall notify TTD and TMA before entering into any such contract and shall allow TTD and TMA to review the contract prior to execution.

2. Term

A. The term of this Agreement shall be for a period from February 1, 2014, to June 30, 2014, and shall automatically continue thereafter unless terminated by one of the parties.

B. TTD may terminate this Agreement at any time after providing fifteen (15) days written notice to Contractor prior to the date of termination.

C. Contractor may terminate this Agreement at any time on or after June 30, 2014 after providing sixty (60) days written notice to TTD prior to the date of termination.

3. Transfer of Control

A. In order to commence the service, the Truckee North Tahoe Transportation Management Association (“TMA”) and the North Lake Tahoe Resort Association (“NLTRA”) are working with the Contractor to transfer control of the “North Lake Tahoe Express” to the Contractor. TMA is transferring control of operations, reservations, fare collections, accounting, and customer service to the Contractor. NLTRA has registered and owns all rights to the name and logo of the “North Lake Tahoe Express” and has agreed to allow the Contractor to use the name and logo for the term of this Agreement.

B. Upon termination of this Agreement, Contractor will immediately relinquish all control of the “North Lake Tahoe Express” and take any necessary steps to transfer control of operations, reservations, fare collections, accounting, and customer service back to TMA, and will immediately cease using the name and logo of the “North Lake Tahoe Express.”

4. Operations

Contractor shall be responsible for all aspects of operations of the service and will provide all facilities, vehicles and equipment necessary to provide the service. Contractor will use the North Lake Tahoe Welcome Center at the Reno-Tahoe International Airport as a staging area for customers at no cost to Contractor with the consent of NLTRA.

5. Reservations

A. Contractor shall be responsible for all reservations. Contractor will use the computerized reservation system developed and owned by the TMA with the consent of TMA, as long as the reservation system is in working condition. After June 30, 2014, Contractor will have the option to develop and use its own reservation system provided that TMA must agree in advance and be allowed access to the system.

B. Contractor will use TMA’s phone number for telephone reservations which is currently in Contractor’s name: (866) 216-5222.

C. Upon termination of this Agreement, Contractor will immediately relinquish control of the computerized reservation system and the phone number and take any necessary steps to transfer control to TMA and will take all reasonable steps to avoid losses of reservations, interruptions in service, or declines in customer service during the transfer process.

6. Fare Collection

A. Contractor shall be responsible for all fare collections and accounting.

B. Contractor will only charge the fares set forth in Exhibit B unless different fares are agreed to in writing by TMA in the future.

C. Contractor will use the computerized reservation system developed by TMA for credit card transactions and shall be responsible for any bank fees.

7. Customer Service

Contractor shall be responsible for all aspects of customer service and will develop a system and standardized forms for taking, recording and resolving complaints from customers and the public, and will provide copies of all complaints to TTD and TMA.

8. Licenses and Permits

Contractor shall obtain and maintain all licenses, approvals, and permits required to provide the service. Contractor represents and warrants that Contractor and all personnel engaged in providing the service shall have all licenses, permits, qualifications, and approvals of whatever nature which are legally required to practice its profession, including independent interstate operating authority under DOT regulations. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement. In the event Contractor is unable to obtain or maintain any of the licenses or permits required to conduct the service, or in the event that service is interrupted by governmental authority, Contractor shall have twenty (20) days to correct this defect, failing which this Agreement shall terminate and be deemed null and void.

9. Minimum Employee Requirements

Contractor shall ensure that all employees successfully complete a DOT physical, national criminal background investigation and pre-employment drug test/random pull notice per 49 CFR Part 655 before employees are allowed to start working. In addition, Contractor shall perform a motor vehicle record check on all employees at the time of hire, and at least annually thereafter; with an appropriate rating system to determine whether employees qualify to drive or continue driving vehicles used in service.

All bus operators shall be trained to proficiency by Contractor before being allowed to operate vehicles or work with the public. Training shall include, but not be limited to: Commercial Driver License of the appropriate class and endorsement, vehicle orientation, vehicle inspection, vehicle operations, defensive driving, customer relations (including dealing

with difficult passengers), sensitivity to the elderly and persons with disabilities, elder abuse training (required by NADSD), street operations, radio protocol, safety and security, driving in inclement weather, accident and incident procedures, emergency management, and use of wheelchair lifts and securement.

10. Insurance

A. Contractor shall provide TTD and TMA with certificates of insurance with original endorsements and copies of policies of the following insurance, with Best's Class A – or better carriers and provided by insurers with a rating of A VIII or greater:

1. Workers compensation insurance covering all employees and principals of Contractor as required by law and per statutory limits, including employers liability of \$1 million each accident, \$1 million each disease (employee), and \$1 million each disease (aggregate), with an endorsement waiving any rights of subrogation, if any, that the insurer may have against TTD, TMA, NLTRA, Placer County, the Town of Truckee, the Incline Village Crystal Bay Visitors Bureau, the Truckee Tahoe Airport, the Cedar House Sport Hotel, the Hampton Inn & Suites Tahoe Truckee, the Hyatt Regency Lake Tahoe, the Tahoe Biltmore, and their respective members, officers and employees.

2. Commercial general liability insurance in an amount and scope at least equal to Insurance Service Office form CB 00 01 covering third party liability risks, including, without limitation, contractual liability, and a minimum amount of \$5 million combined single limit per occurrence for bodily injury, personal injury, and property damage in Nevada and California. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Agreement, or the general aggregate limit shall be twice the occurrence limit. TTD, TMA, NLTRA, Placer County, the Town of Truckee, the Incline Village Crystal Bay Visitors Bureau, the Truckee Tahoe Airport, the Cedar House Sport Hotel, the Hampton Inn & Suites Tahoe Truckee, the Hyatt Regency Lake Tahoe, the Tahoe Biltmore, and their respective members, officers and employees shall be listed as additional insured under such policy; and

3. Commercial auto liability insurance covering the vehicle fleet in a minimum amount of \$5 million combined single limit per accident for bodily injury and property damage; and

B. All insurance described above shall be primary and there shall be no right to contributions by insurance purchased for or on behalf of TTD.

C. Contractor shall disclose any self-insured retention amount on Contractor's insurance policies to TTD, TMA, NLTRA, Placer County, the Town of Truckee, the Incline Village Crystal Bay Visitors Bureau, the Truckee Tahoe Airport, the Cedar House Sport Hotel, the Hampton Inn & Suites Tahoe Truckee, the Hyatt Regency Lake Tahoe, the Tahoe Biltmore, and shall disclosure information and documentation regarding their rights to pay any such self-insured retention amount. It shall be Contractor's responsibility to secure TTD and TNT/TMA's written approval of such self-insured retention amount prior to providing the Service.

11. Indemnification

Contractor agrees to pay, protect, indemnify, and defend TTD, TMA, NLTRA, Placer County, the Town of Truckee, the Incline Village Crystal Bay Visitors Bureau, the Truckee Tahoe Airport, the Cedar House Sport Hotel, the Hampton Inn & Suites Tahoe Truckee, the Hyatt Regency Lake Tahoe, the Tahoe Biltmore, and their respective agents, employees, attorneys, officers, directors, and representatives from and against all claims, suits, judgments, costs, and expenses including, without limitation, attorneys' fees and/or damages, to person or property, caused by or resulting from any negligent act or omission of Contractor, its agents, or employees.

12. Audits

Upon reasonable notice, and at their own expense, TTD, TMA and NLTRA, or their authorized representatives, shall have the right to examine and audit the records of Contractor relating to the service.

13. Notice

Notice to Contractor means notice in writing delivered to Contractor's headquarters at the following address:

Airport Mini-Bus
100 Sunshine Lane
Reno, NV 89502

Notice to TTD means notice in writing delivered to:

Legal Counsel
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448
Physical address for hand delivery or overnight:
128 Market Street, Suite 3F
Stateline, NV 89449

With copy to:
Executive Director
TNT/TMA
P.O. Box 2566
Kings Beach, CA 96143

Director of Community Partnership and Planning
NLTRA
P.O. Box 5459
Tahoe City, CA 96145

14. Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Nevada. The venue for any litigation regarding the interpretation, performance or enforcement of this Agreement shall be in the Ninth Judicial District Court in Douglas County, Nevada. In the event of such litigation, it is the parties' intent that no presumption shall arise from the identity of the drafter of this Agreement.

15. Entire Agreement

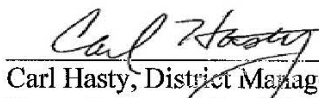
This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged, nor may this Agreement be amended except by a writing executed by both parties. If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment is dated and effective as of February 1, 2014.



Chip Bell, President
Airport Mini Bus

Date: 1-31-14



Carl Hasty, District Manager
Tahoe Transportation District

Date: _____

EXHIBIT A

(Service Schedule)



NORTH LAKE TAHOE EXPRESS

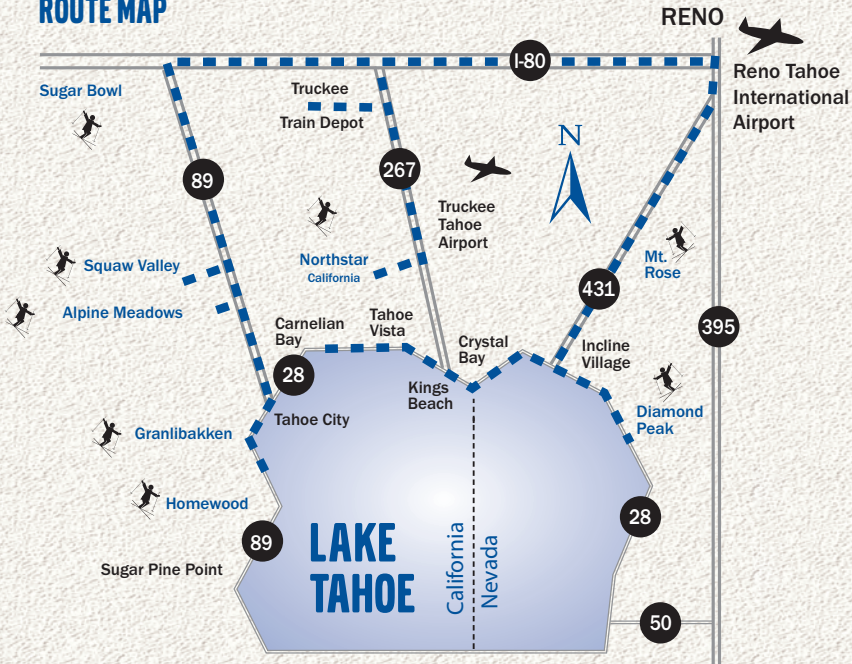
Operated by: Airport Mini Bus CPCN #2350

2014 Rates:

1 Person	One Way	\$ 45
	Round Trip	\$ 85
2 People	One Way	\$ 78
	Round Trip	\$136
3 People	One Way	\$ 83
	Round Trip	\$146
4 People	One Way	\$ 93
	Round Trip	\$166
5 People	One Way	\$103
	Round Trip	\$186
6 People	One Way	\$123
	Round Trip	\$226
7 People	One Way	\$143
	Round Trip	\$266
8 People	One Way	\$163
	Round Trip	\$306
9-10 People	One Way	\$183
	Round Trip	\$346
11-21 People	One Way	\$193
	Round Trip	\$366

Call or visit LakeTahoeTransit.com for rates for additional passengers, frequent user, local and group rate information.

ROUTE MAP



- Tahoe City:** Tahoe City Transit Center, Granlibakken Conference Center Resort, Tahoe City Inn, America's Best Value Inn, Mother Nature Inn, Pepper Tree Inn, Aviva Inn, Tamarack Lodge, Sunnyside
- Alpine Meadows:** River Ranch Lodge
- Squaw Valley:** The Village at Squaw Valley, Squaw Valley Lodge, Plumpjack Squaw Valley Inn, Olympic Village Inn, Christy Inn, Red Wolf Lodge, Tavern Inn, Squaw Valley Academy
- Carnelian Bay:** Gar Woods Grill & Pier
- Tahoe Vista:** Mourelatos Lakeshore Resort, The Sands, Vistana, Tonopalo, Tahoe Edgelake Beach Club, Holiday House, Cedar Glen Inn, Red Wolf Lodge, Firelight Lodge, Rustic Cottages, Franciscan, Shorehouse Inn, Tahoe Vista Inn
- Kings Beach:** Ferrari's Crown Resort, Sun n' Sand Motel, Hostel Tahoe
- Northstar:** Ritz-Carlton Lake Tahoe, Tahoe Mountain Resorts Lodging, Northstar Resort
- Truckee:** Truckee Tahoe Airport, Cedar House Sports Hotel, Truckee Train Depot, Hampton Inn & Suites
- Crystal Bay:** Tahoe Biltmore Lodge & Casino
- Incline Village:** Hyatt Regency Lake Tahoe, Incline Village Recreation Center, Parkside Inn



24-HOUR ADVANCE RESERVATIONS:
 (866)216-5222 · northlaketahoeexpress.com

DEPARTURE TIMES 2014 • RESERVATIONS REQUIRED 24–HOURS IN ADVANCE

Year-round service.

Tahoe City

Tahoe City Transit Center
America's Best Value Inn

Tahoe City Inn
Pepper Tree Inn
Tamarack Lodge
Mother Nature Inn
Aviva Inn

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:10am 12:10pm 4:40pm

Tahoe Vista

Cedar Glenn Lodge
Firelite Lodge
Franciscan Lakeside Lodge
Holiday House
Mourelatos Lakeshore Resort
Red Wolf Lakeside Lodge
Rustic Cottages
Shore House Lake Tahoe
Tahoe Edgelake Beach Club
Tahoe Sands Resort
Tahoe Vista Inn
Tahoe Vistana Inn
Tonopalo Resort

From Reno Airport:
10:00am 3:00pm 10:00pm
To Reno Airport:
5:25am 11:25am 5:55pm

Kings Beach

Ferrari's Crown Resort
Hostel Tahoe
Sun 'N Sand Lodge

From Reno Airport:
10:00am 3:00pm 10:00pm
To Reno Airport:
5:35am 11:35am 6:05pm

West Shore

Sunnyside Resort

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:00am 12:00pm 4:30pm

Granlibakken Resort

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:05am 12:05pm 4:35pm

Northstar

Northstar California

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:50am 12:50pm 5:20pm

Sawmill Heights

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:40am 12:40pm 5:10pm

Tahoe Mountain Resorts Lodging- Village at Northstar

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:45am 12:45pm 5:15pm

The Ritz-Carlton, Lake Tahoe

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:35am 12:35pm 5:05pm

Carnelian Bay

Gar Woods Grill & Pier

From Reno Airport:
10:00am 3:00pm 10:00pm
To Reno Airport:
5:15am 11:15am 5:45pm

Alpine Meadows

River Ranch Restaurant & Lodge

From Reno Airport:
11:am 4:00pm 11:30pm
To Reno Airport:
6:15am 12:15pm 4:45pm

Incline Village

Hyatt Regency Lake Tahoe

From Reno Airport:
10:00am 3:00pm 10:00pm
To Reno Airport:
6:00am 12:00pm 6:30pm

Incline Village Recreation Center

From Reno Airport:
10:00am 3:00pm 10:00pm
To Reno Airport:
5:55am 11:55am 6:25pm

Parkside Inn at Incline

From Reno Airport:
10:00am 3:00pm 10:00pm
To Reno Airport:
5:50am 11:50am 6:20pm

Crystal Bay

Tahoe Biltmore Lodge & Casino

From Reno Airport:
10:00am 3:00pm 10:pm
To Reno Airport:
5:40am 11:40am 6:10pm

Squaw Valley

Christy Inn
Olympic Village Inn
Plumpjacks Squaw Valley Inn
Red Wolf Lodge
Squaw Valley Academy
Squaw Valley Lodge
Tavern Inn Condos
Village at Squaw Valley

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:20am 12:20pm 4:50pm

Resort at Squaw Creek

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:25am 12:25pm 4:55pm

Truckee

Truckee Tahoe Airport

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:55am 12:55pm 5:25pm

Hampton Inn & Suites

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
6:55am 12:55pm 5:25pm

Cedar House Sports Hotel

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
7:00am 1:00pm 5:30pm

Truckee Train Depot

From Reno Airport:
11:00am 4:00pm 11:30pm
To Reno Airport:
7:00am 1:00pm 5:00pm



24-HOURS ADVANCE RESERVATIONS: (866)216-5222 · northlaketahoeexpress.com

EXHIBIT B

(Fare Structure)



NORTH LAKE TAHOE EXPRESS

Rates Effective November 15, 2012

Round Trip

List	#PAX	Net	Whsl
85	1	80	68
136	2	131	109
146	3	141	117
166	4	161	133
186	5	181	149
226	6	221	181
266	7	261	213
306	8	301	245
346	9	341	277
346	10	341	277
366	11	361	293
366	12	361	293
366	13	361	293
366	14	361	293
366	15	361	293
366	16	361	293
366	17	361	293
366	18	361	293
366	19	361	293
366	20	361	293
366	21	361	293

One Way

List	#PAX	Net	Whsl
45	1	40	36
78	2	73	63
83	3	78	67
93	4	88	75
103	5	98	83
123	6	118	99
143	7	138	115
163	8	158	131
183	9	178	147
183	10	178	147
193	11	188	155
193	12	188	155
193	13	188	155
193	14	188	155
193	15	188	155
193	16	188	155
193	17	188	155
193	18	188	155
193	19	188	155
193	20	188	155
193	21	188	155

Call 866-216-5222 for reservations or www.NorthLakeTahoeExpress.com

Frequent User/locals rate

5 Trips	\$175
10 Trips	\$300
15 Trips	\$450
20 Trips	\$600
25 Trips	\$750

Group rates available upon request.

Call TNT/TMA at 530-582-4964 or email jaimetma@gmail.com



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Proposed Update of Transit Demand Response Policies and Eligibility Application Requirements

Action Requested:

It is requested the Board review the proposed update of the TTD transit demand response policies and eligibility application. Staff will bring the final policy document and application to the Board for final approval in March 2014.

Background:

As a recipient of Federal transit funding, the TTD must offer complementary paratransit or demand response service within our fixed-route operating area. The Federal Transit Administration (FTA) has adopted a new definition of the "common wheelchair," and issued rulings on "reasonable accommodation." Current practices and policies do not reflect these new FTA requirements.

It is estimated that in 2014, 1.4 million Californians and 174,000 Nevadans will be newly eligible for Medi-Cal/Medicaid with the implementation of the Affordable Care Act. The TTD policy has been that Medi-Cal and Medicaid recipients automatically qualify to use the demand response service known as "On-call." Action taken by the TTD Board in October 2011 limited the use of the On-call service and has allowed the TTD to contain the cost of this most expensive transit service.

The eligibility application requires the applicant have a medical provider complete the professional verification portion indicating eligibility criteria related to the individual's disability. The current application asks the applicant sign to release medical information and does not explain the parameters for using or retaining the information.

The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), was released in 2013 and many medical terms and definitions were updated. The current application does not reflect these updates.

Discussion:

Revisions to each document were made based on the FTA's and DSM-5's updated definitions and terminology. The eligibility application was revised to serve those applying for a reduced fare identification card, as well as those requesting certification for the demand response service. An expanded medical release was added to provide more explanation regarding the use of medical information and safeguards in place for the applicant and medical provider.

One long-overdue change to the policy included in this proposed policy update is in regard to the cancellations / no-show policy. Keolis staff has identified a small population of riders who regularly schedule On-Call trips and cancel when an alternative means of transportation is secured. These riders make sure to cancel their trip at least an hour before the scheduled pick-up to avoid the penalties for late-cancellations and also make sure they do not cancel more than 50% of their total trips. This pattern of cancellation fits within current policy, however Staff has found it creates inefficiencies in the scheduling and operation of the On-Call service. Proposed changes to the cancellation policy are discussed on pages 12 through 15 of the draft policy.

Representatives from community groups and medical centers serving older adults and individuals with disabilities have been asked to review the draft TTD transit demand response policies and eligibility application. Their comments and concerns, as well as those of the Board, will be considered as the final document is crafted.

Work Program Analysis:

The work associated will support transit operations.

Fiscal Impact:

The proposed revisions to the demand response policies and eligibility application are expected to prevent a cost increase resulting from newly eligible Medi-Cal/Medicaid enrollees.

Additional Information:

If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.

Attachments:

- A. Draft demand response policies
- B. Draft reduced fare and demand response eligibility application



Tahoe Transportation District

South Shore Area Demand Response Service Policies and Procedures



South Shore Area Demand Response Service
Policies and Procedures

Approved: Pending

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OVERVIEW

The Tahoe Transportation District (TTD) demand response service is intended for those unable to:

- Travel to or from transit stops or stations within the service area
- Independently board, ride or exit an accessible fixed-route vehicle
- Independently "navigate the system" even if the individual is physically able to get to a transit stop and on and off the vehicle, e.g. an individual who cannot ride the bus independently, recognize bus stops, understand how to complete bus trips, pay the fare, etc.

This service is available to individuals over 60 years of age, veterans with a Veteran's Identification Card (VIC) with a Service Connected designation, and those who meet the definition of "ADA paratransit eligible," as established by the U.S. Department of Transportation (DOT) Americans with Disabilities Act (ADA) of 1990 (see Appendix A). This is a shared-ride, "origin to destination," curb-to-curb transportation service. A door-to-door service may be provided upon request.

Disability alone does not establish demand response eligibility, the decision is based solely on the applicant's functional ability to access and use the fixed-route transit service. The demand response service is intended for those who do not have the functional abilities to access and ride the regular fixed-route transit service. Under Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations at 49 C.F.R. Section 37.121(a), "each public entity operating a fixed route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system." The demand response trip should be comparable in length to an identical trip on the fixed route system, including the time necessary to travel to the bus stop, wait for the bus, actual riding time, transfers, and travel from the final stop to the person's ultimate destination.

The service is public transportation and should not be confused with private transportation. The demand response service vehicles require an obstruction-free approach and sufficient turn-around area. Under some conditions (e.g. ice and snow), the policy of door-to-door service will not be available to passengers. Alternate pickup and dropoff locations may be established because of obstructed driveways or other safety concerns.

If you need additional information, alternative formats (e.g. braille, audio recording), or have any questions, please call (530) 541-7149.

Demand response trips to those not eligible for the service will be restricted to times and places where a paratransit trip has already been scheduled. South Tahoe Transit will not deviate more than one-half (1/2) mile from the qualifying trip's point of origin to accommodate a non-paratransit rider. If the non-paratransit trip destination creates a scheduling conflict for a subsequent paratransit trip, the request will be denied. The one-way fare for those not eligible for demand response is \$10.

REDUCED FARE IDENTIFICATION CARDS

The reduced fare identification card serves two purposes:

- 1) Reduced fare when using fixed-route transit; and/or,
- 2) Signifies the cardholder is eligible for demand response services when there is an “demand response” designation on card

Who is eligible for a reduced fare ID card?

- Individuals over 60 years of age*
- Individuals between 5-18 years of age
- Medi-Cal/Medicaid/Medicare beneficiaries
- Veterans who have a Veteran’s Identification Card with the “Service Connected” or “SC” designation*
- Individuals with a disability whose application has been approved by Tahoe Transportation District*

***Indicates populations eligible for the demand response service**

Reduced fare identification cards are issued at the Tahoe Transportation District (TTD) office located at 128 Market St. Suite 3F, Stateline, NV 89449. **Cards are issued by appointment only.** There is a \$5.00 replacement charge for lost, stolen, or damaged cards.

CERTIFICATION/ELIGIBILITY FOR DEMAND RESPONSE SERVICE

Individuals over 60 years of age, veterans with and identification card with the service connected designation, and those with disabilities who have been approved for the demand response service will receive a reduced fare card with an ‘on-call’ designation to signify that the cardholder is eligible for demand response service.

Individuals 60 years of age and older:

It is TTD’s policy that individuals over 60 years of age are granted automatic eligibility, even if there is no qualifying disability. However, Section 1: Part A of the application must be completed, as it contains information necessary for trip scheduling. Those over 60 are not required to have a reduced fare card with an on-call designation to use the demand response service. They may simply show the operator a photo identification card (e.g. state issued ID card or driver’s license) to receive a reduced fare and use the demand response service.

Veterans:

Veterans with a Veteran’s Identification Card (VIC) with a Service Connected (SC) designation are permitted to use the demand response service and they may simply show the card to the operator. However, they are required to complete Section 1: Part A of the application.

Individuals with disabilities:

ADA eligible riders may request a reduced fare identification card, but must be certified. To become certified and “ADA paratransit eligible”, you must complete the Tahoe Transportation District Reduced Fare Identification Card application. Please contact the Mobility Manager at 775-589-5509 to have an application sent to you, or it can be found at: <http://www.tahoetransportation.org/transit/bluego>. Click on the ‘Reduced Fare ID Application Download’ link.

To be considered for approval to use the demand response service, the applicant must complete Section 1: Part A and the medical release on page four of the application. Part B must be completed by a medical professional who is familiar with the applicant’s disability and/or condition and current functional abilities to use regular fixed-route service. The health care professional should also indicate if the applicant requires a personal care attendant (PCA) when using public transit due to the disability described. The District makes the final determination as to whether or not the applicant is eligible for the reduced fare identification card.

Qualified medical professionals include:

- Physician (MD/DO)
- Physician’s Assistant or Nurse Practitioner
- Registered Nurse
- Physical or Occupational Therapist
- Psychiatrist or Psychologist
- Rehabilitation Specialist
- Licensed Clinical Social Worker or Case Manager
- Ophthalmologist or Optometrist

Other providers interested in submitting professional verification on behalf of patients/clients are encouraged to contact TTD for approval.

Applications that are completed will be reviewed within 21 calendar days of submission. Once your application is approved, you will be contacted to schedule an appointment to have a photo taken and receive a card. Individuals must bring a photo ID (e.g. driver’s license or state issued ID card) to the appointment. The card may also be used for a reduced fare on the fixed routes and for ADA paratransit service in other U.S. cities. Those requiring assistance of a personal care attendant will have that designation printed on the reduced fare ID card.

Once certified, TTD must be notified of any changes in address, phone number or disability.

TYPES OF ELIGIBILITY

Applicants who are approved for the demand response service may be assigned an eligibility category. The eligibility category is consistent with the applicant’s ability to use the fixed-route service. These categories are Unconditional, Conditional, and Temporary.

Unconditional – Applicant is not able to use accessible fixed-route transit service under any circumstances and is eligible for all trips on TTD demand response.

Conditional– Applicant is not able to use accessible fixed-route transit service in specific circumstances and is eligible to use TTD demand response under limited circumstances.

Tahoe Transportation District demand response service will evaluate the eligibility of trip requests for service by passengers certified as “conditional” at the time of scheduling, according to the conditions listed on their certification. Schedulers will immediately inform the person scheduling the ride if the trip is deemed eligible based on conditions listed in their certification. If the trip is found not eligible, schedulers will inform the passenger about the availability of fixed-route service as a viable option to complete the trip.

Temporary – Applicant is not able to use accessible fixed-route transit service at this time; however, the condition or circumstances leading to eligibility is reasonably expected to change in the future. For a limited period of time, the applicant is eligible to use TTD demand response for all trips.

RECERTIFICATION

In order to keep the certification database current, passengers will need to complete a new application and be recertified every three (3) years. It is the passenger’s responsibility to recertify when the card expires. Certification requirements may change.

Those certified on a “temporary” basis will be required to recertify at the end of the temporary period of eligibility to maintain certification. Passengers must complete a new application and participate in another evaluation by a qualified medical professional.

Persons with permanent disabilities are required to obtain professional verification of their disability to become certified initially. Thereafter, recertification will only require that Section 1: Part A be completed indicating they still desire to utilize the demand response service. Professional verification will not be required for recertification.

CERTIFICATION APPEALS PROCESS

Applicants whose requests for certification are denied have the right to appeal (see Appendix B). Appeals must be submitted within sixty (60) days from the date of certification denial. The appeal will be considered by the ADA Appeals Committee, which is made up of three (3) persons, one of whom will be a member of the disabled community with familiarity of the disability in question. For more information, contact TTD at (775) 589-5500.

VISITORS WITH DISABILITIES

Visitors to the Region who cannot use the fixed-route system can use paratransit eligibility credentials from other transit agencies. If the visitor has been certified as

“ADA paratransit eligible” by another public entity, TTD will honor the certification and provide demand response service for up to 21 days. It is recommended that the visitor call the District in advance to have their information added to the demand response database. If visitors have not been certified as eligible by another public entity, but claim they are ADA paratransit eligible, they are entitled to “presumptive eligibility” and shall be provided demand response service for 21 days. Visitors who are not certified by another transit provider and who claim presumptive eligibility may be requested to provide certain documentation, such as residency and the nature of their disability.

The “21 days” of service that shall be provided to visitors with disabilities are to be calculated as any combination of 21 days during any 365 day period beginning with the visitor’s first use of service. For example, a person may visit two days a week. Eligibility would be extended in this case over an eleven week period of time, within which 21 days of demand response paratransit service would be provided.

Visitors who require more than 21 days of service within a 365 day period are required to apply for local eligibility through the certification process. Visitors with disabilities shall be provided the same level of service as certified TTD demand response service passengers and are subject to the same service policy requirements.

SERVICE HOURS AND AREA

Demand response service is available seven days a week between 5:15 a.m. to 1:25 a.m. On Sundays and holidays, the service hours are 5:45 a.m. to 12:25 a.m. Service is available for trips beginning and ending within three-quarters (3/4) of a mile of any fixed-route within the City of South Lake Tahoe. The service area also includes Christmas Valley, Camp Richardson, lower Kingsbury, and Hwy 50 between Stateline and Cave Rock.



FARES

The fare for TTD demand response service trips is \$3.00 one way. Passengers may purchase demand response passes; \$30.00 for a 10-ride pass. Passengers are required to pay the fare upon boarding a vehicle prior to departure. Electronic fare cards and cash with exact change are accepted. The driver does not carry cash and cannot make change. Not paying a fare will result in a trip denial.

For more information on fares or passes, call (530) 541-7149.

TRIP RESERVATIONS AND CANCELLATIONS

Reservations can be made up to thirty (30) days in advance. Schedulers will be available to take reservations between 8:00 a.m. and 5:00 p.m. Monday through Friday, or by leaving a telephone message after hours.

NOTE: Please be aware that the demand response service is busiest between 8:00-9:00 a.m. and 2:00-3:00 p.m. Monday-Friday. Between those times anticipate more passengers and more stops for pickups and dropoffs.

For reservations or cancellations, call (530) 541-7149.

RESERVATIONS

Plan Ahead:

A demand response reservation must be made at least the day before the intended ride. Make reservations as early as possible; advanced scheduling increases the likelihood of securing a time without negotiation.

NOTE: Demand response trips for Monday should be scheduled on Friday of the previous week to avoid time negotiation. Reservations requested by telephone message will be taken in order.

Please be aware that if the pickup location is an apartment complex, nursing home, or similar location, it is the responsibility of the passenger to let the scheduler know if there are any special instructions needed or circumstances, such as security gates, apartment building number, or multiple entries to large institutions. Otherwise, drivers will pickup and dropoff at the main entrance or designated/predetermined locations. If the passenger fails to inform the scheduler of special instructions and the trip is missed as a result, it will be recorded as a “no-show,” subsequently discussed.

Will-Calls:

A “will-call” trip is an optional service when a passenger books a pickup time and advises the scheduler that a will-call is needed for the return trip because the exact return-trip time is unknown. The will-call is activated when the passenger calls and informs the scheduler that they are ready to be picked up for their return trip. Be aware that it might take the driver some additional time to arrive, due to prior reservations and the large service area. Will-calls trips will be picked up within 90 minutes from the requested time. Passengers may request no more than one will-call for each scheduled one way trip.

Plan Carefully:

When scheduling appointments, please remember to allow for time spent picking up and dropping off other passengers and be prepared for the possibility of delays due to traffic or inclement weather. When scheduling a return trip, please consider any unexpected delays and allow ample time to finish appointments. Passengers must be ready to board the vehicle at the scheduled pickup time. Be aware of hours of operation at your destination to avoid waiting outside the building before or after business hours. Share appointment times with the scheduler so they can help determine the most efficient way to schedule a trip.

If the demand response trip is to a physician’s office or other medical appointment, please inform the individual scheduling the medical appointment that you are using the demand response service and ask how much time should be allowed for the appointment. This will help determine an appropriate pickup time. **It is the passenger’s responsibility to determine with the physician’s office how much time to allow for an appointment.**

If a scheduled ride is missed, it cannot be guaranteed that the driver can return a second time to provide a ride. If a passenger misses a scheduled ride, it might be necessary for

them to find alternative transportation home. If the demand response service is able to return a second time, please be patient, as the needs of other passengers are also being served.

To Schedule a Ride:

Demand response services may be reached at (530) 541-7149 between 8:00 am and 5:00 pm Monday through Friday.

- 1) Reservations can be made up to thirty (30) days in advance. Requests for next-day service received after normal business hours will be accommodated as space is available.
- 2) Same day reservations may be made if space is available. **There are no guarantees on same day reservations.**
- 3) It is advised to schedule a return trip when making a reservation. Waiting to schedule a return trip (i.e. will-call option) may result in additional waiting time.
- 4) Staff will try to accommodate changes made to a reservation after normal business hours the day before your trip, but there are no guarantees.
- 5) When making a reservation, please be ready to provide:
 - Name
 - Pickup address (exact location of pickup; for example, apartment building name, which entrance, gate codes, etc.)
 - Telephone number
 - Date of ride
 - The desired pickup time at the point of origin and appointment time if applicable
 - Destination or dropoff address (exact location of destination, including telephone number if possible). Certain public locations have specific dropoff and pickup areas that will be observed
 - The approximate pickup time for the return trip
 - Special considerations (e.g. use of mobility device, service animal, visual impairment, etc.)

NOTE: TTD buses can only accommodate a mobility device which does not exceed 30 inches in width and 48 inches in length measured two (2) inches above ground, and does not weight more than 600 pounds when occupied.

- Number of passengers (e.g. personal care attendant or companion)

NOTE: Personal care attendants (PCAs) and companions MUST have the same origin and destination as the passenger they are accompanying. PCAs ride at no cost when the individual they are assisting has a PCA designation on their reduced fare ID card. Companions are responsible for paying a fare.

- Dispatchers can accommodate 'will call' return trips after 5:00 p.m.

TTD requires the passenger to reserve a space for the PCA or companion(s) when scheduling a reservation. Only one individual accompanying the passenger as a PCA will be allowed to ride at no cost. To maximize space availability, accommodations for more than one traveling companion are granted on a space-available basis.

Caregiver Responsibility:

It is the responsibility of the passenger's caregiver or family to inform TTD of passengers who are mentally or cognitively impaired or have severe memory problems and cannot be safely left on their own at either the pickup or dropoff point, to ensure the driver and TTD can take appropriate precautions. Passengers with cognitive disabilities will only be allowed to travel without an attendant as they exhibit safe behavior in the vehicle.

An attendant or caregiver must be present at the pickup and dropoff points for riders who cannot be left alone. If a responsible attendant or caregiver is not present, it can seriously disrupt the driver's schedule. Each situation where there is not a caregiver or attendant present will be treated as a 'no-show'.

Children:

When an eligible child is traveling with an adult (who is serving as a PCA), a fare must be paid for the child and the adult attendant rides free. Children accompanying a certified rider are considered traveling companions and a space must be reserved for them when scheduling a trip. An adult accompanying a child is responsible for the child. Drivers are not permitted to carry children on or off the vehicle. If assistance is needed for a child, please bring someone along to assist you.

If the child is four (4) years of age or younger, or weighs less than 40 pounds, it is strongly recommended that the child be secured in a child safety seat. Safety seats for children are not provided on the bus.

Use of Portable Oxygen:

The Americans with Disabilities Act (ADA) states that transportation service must be provided to a passenger who needs to bring along an oxygen bottle. For safety reasons, the passenger must maintain control of the oxygen bottle. If the passenger cannot transport the oxygen bottle or maintain control of the bottle on his/her own, then the passenger must have a personal care attendant to perform those functions.

Service Animals:

Tahoe Transportation District is committed to providing safe and comfortable service to all passengers, including passengers with disabilities who travel with trained service animals or service animals-in-training. Trained service animals may accompany passengers free of charge. The health care professional completing Part B of the reduced fare ID card application should indicate the use of a service animal. When scheduling a trip, please inform the scheduler of the service animal. Please review the rules and important responsibilities for service animals on buses and in transit facilities:

Service Animal Behavior:

- Service animals must be leashed or harnessed and ride with their owner at all times.
- Service animals must be under the complete control of the passenger they serve at all times.
- Aggressive or dominant behavior will not be tolerated. This could include snarling, growling, at other people or other service animals, jumping up, represents a safety concern for other passengers and employees.

Owner Responsibilities:

- The owner is responsible for controlling and directing the service animal. Do not ask operators or other riders to hold the animal's leash.
- Service animals must not block the vehicle aisle, path of travel, or doors.
- Service animals must not occupy passenger seats in vehicles or at transit facilities.
- Customers accompanied by service animals are expected to promptly clean up after their animals whenever necessary and without being requested. Animals must be clean and pest-free. Please respect the health and safety of other riders and service animals.
- Service animals that appear abused or mistreated will be reported to the appropriate organizations.

NOTE: Pets and animals that are not service animals are not permitted on TTD buses or in the transit facilities.

Please Keep in Mind:

It is TTD's goal to provide the greatest number of customers with safe, prompt, efficient, and friendly service. Therefore, specific requests for the following are not honored:

- More than six-round trip requests per phone call
- Specific drivers
- Specific seats
- A particular vehicle
- Specific routes with or without certain customers

HOW TO RIDE TTD DEMAND RESPONSE

TTD demand response vehicles are ADA compliant and accessible by wheelchair. Riding the demand response service is equivalent to riding the fixed-route system, as there is a scheduled arrival time and passengers must be ready when the vehicle arrives. Also, there may be several stops before reaching a destination.

Please remember:

- Demand response is an "origin to destination" service.
- Demand response is a shared-ride service.
- The driver may not make unscheduled stops.
- Passengers may need to move to accommodate others, as individuals enter and exit the vehicle.

- No assistance will be provided beyond the entrance of the destination. If further assistance is required, a personal care attendant should accompany the passenger.
- Passengers may ride from any origin in the South Tahoe Transit service area for any purpose as long as a reservation has been made.

Pick-up Window:

The demand response service has a 30 minute pickup window, so the bus may arrive 15 minutes before or after the scheduled pickup time. For example, if the pickup time is scheduled for 8:00 am, the vehicle may arrive any time between 7:45 a.m. and 8:15 a.m. (-15/+15). The vehicle will wait five (5) minutes after arrival at the designated pickup site. It is the passenger's responsibility to be available to board the vehicle at least 15 minutes prior to the scheduled pickup time. The passengers (and PCA/companion) should meet the vehicle when it arrives.

If the vehicle is more than 15 minutes late for the scheduled pickup time, please call South Tahoe Transit at (530) 541-7149 and a dispatcher will check the arrival time.

The driver is required to collect a fare or a TTD pass from the passenger and any companion prior to departure. Please have pass or exact change ready. **Checks, ATM or credit cards are not accepted.** Not paying a fare will result in a trip denial.

WHAT IF A PASSENGER MISSES A RIDE

If a passenger misses a scheduled ride, it will be treated as a "no-show." Contact dispatch at (530) 541-7149 to request a new trip to be scheduled on a same day, space permitting.

No-Shows:

A "no-show" is when a passenger does not cancel a scheduled trip, or cancels within an hour of the scheduled time, or the passenger is unavailable at the agreed upon pickup time window and location – and ALL of the following occur:

- The vehicle is at the correct pickup location within the 30-minute window (no more than 15 minutes before or after the scheduled pickup time);
- The vehicle has waited five (5) minutes for the passenger;
- The driver has contacted the dispatcher to report a possible no-show;
- The dispatcher confirms the scheduled pickup time and correct location with the driver; and
- The dispatcher has attempted to call the passenger at the telephone number on record.

Late Cancellations:

A "late cancellation" is when a passenger does not cancel a scheduled trip at least two (2) hours prior to the scheduled pickup time.

PENALTIES FOR NO-SHOWS, LATE CANCELLATIONS, AND EXCESSIVE CANCELLATIONS

An unchecked pattern of no-shows, late cancellations, and excessive cancellations is inefficient and results in waste. It is important to identify passengers who have developed a pattern of accumulating no-shows, late cancellations, and excessive cancellations based on frequency of use.

Demand response passengers who establish a pattern or practice of no-shows, late cancellations, or excessive cancellations may lose their demand response privileges for a designated period of time.

No-Shows and Late Cancellations:

The percentage of no-shows will be calculated as follows:

$(\text{No-Shows} / (\text{Scheduled Trips} - \text{Cancelled Trips})) \times 100 = \% \text{ of No-Shows}$

Two late cancellations are considered a no-show and the same penalties apply. Five cancellations during a 30 day moving window will also count as one no-show. The percentage of no-shows and cancellations will be reviewed every 30 days. If the percentage of no-shows exceeds twenty five (25) percent in thirty (30) days, the passenger will be notified by mail. If the rider repeatedly exceeds twenty five (25) percent no-shows after the warning the penalties will increase with each review :

- First violation: Verbal warning and written notification sent to address on file.
- Second violation: 7 day suspension with notification
- Third violation: 14 day suspension with notification
- Fourth violation: 30 day suspension with notification
- Fifth violation: Indefinite suspension

NOTE: The return leg of any scheduled trip will not be cancelled unless contact has been made with the passenger to confirm that the return trip is not needed.

A passenger will be notified in writing before TTD takes any steps that may result in suspension of service. The letter will provide the following:

- Notification of how many no-shows, late cancellation, or excessive cancellations have been assessed
- Details on the date, time and location of all scheduled pickups that resulted in a no-show, late cancellation, or excessive cancellation being assessed
- Explanation of the loss of riding privileges
- Opportunity for the passenger to contest the assessment of a no-show, late cancellation, excessive cancellation, or demonstrate that the situation was due to circumstances beyond their control
- Instructions on how to appeal the decision to suspend

A no-show or late cancellation due to driver or scheduling error will not be counted. A no-show, late cancellation, or excessive cancellation that has been assessed can be contested by contacting the Tahoe Transportation District at (775) 589-5500. Although no determination will be made at the time, the appeal will be noted for use at a requested hearing if suspended from demand response service.

Tahoe Transportation District will allow 15 days between the receipt of a notice of proposed suspension of service and the proposed date on which the suspension becomes effective. There will be no loss of service while an appeal is in progress.

Tahoe Transportation District is committed to working with individuals to address the causes of no-shows, late cancellations, and excessive cancellations so these passengers can continue to use the service.

ACCOMODATIONS

In order to provide for the safety of the drivers and passengers, carry-on items are limited to what can easily be contained and controlled by the passenger and and/or companion(s). Items too large or too numerous to be reasonably controlled, carried or handled by a passenger are prohibited. Generally, packages with a combined weight of no more than 30 pounds are welcome. All items must be stowed out of the aisles or walkways, may not be placed in unoccupied seats and must remain within the passenger's immediate control. Shopping carts, etc. cannot be tied down elsewhere in the vehicle. Hazardous materials or firearms are prohibited from the buses and transit facilities.

DRIVER ASSISTANCE POLICY

Drivers are not permitted to enter any home or go beyond the threshold (i.e. doorway) of any building. Drivers are required to maintain visual contact with the vehicle at all times. Drivers may enter into the main lobby of a business for the exclusive purpose of notifying a passenger that the vehicle is available for boarding, provided they are able to maintain line-of-sight contact with the vehicle at all times.

In locations where drivers cannot maintain line-of-sight with their vehicle and go to the door to notify passengers of the arrival of their ride, passengers may request telephone notification of the bus's arrival for that specific location. As this request may require special arrangements with third parties and is subject to review, please call (530) 541-7149 to make the request.

Drivers must assist individuals with disabilities with the use of ramps, lifts, and securement systems. If it is necessary for the personnel to leave their seat to provide this assistance, they must do so. On a vehicle which uses a ramp for entry, the driver may have to assist in pushing a manual wheelchair up the ramp, particularly if the ramp slope is relatively steep. Drivers must ensure that passengers with disabilities are able to take advantage of the accessibility and safety features on vehicles.

Drivers are not permitted to maneuver a mobility device up or down stairs, or to physically lift passengers. Drivers are not permitted to carry objects or to load or unload passenger's carry-on items. It is the passenger's responsibility to load, unload and control all carry-on items. Passengers needing more assistance than the drivers are allowed to provide are encouraged to make other arrangements for assistance at their pickup and dropoff points.

Drivers are prohibited from carrying items when providing door-to-door service. Any passenger who may require assistance with carrying packages is asked to have a personal care attendant or companion.

SAFETY

A passenger may be subject to any reasonable accommodation requirement that will ensure the safety of themselves, other passengers and drivers. For example, a passenger may be asked to ride with a PCA if they are unable to safely board a vehicle. A PCA might be required if an individual is suspended for bad behavior, but in the presence of a PCA the individual's behavior improves.

WHEELCHAIR SECUREMENT

All TTD buses/vehicles accommodate wheelchairs, as defined by the Americans with Disabilities Act (ADA). This includes manual wheelchairs, power wheelchairs, and mobility scooters (both 3- and 4-wheeled). Mobility device users must be able to maneuver into and out of designated securement locations. TTD buses/vehicles can accommodate wheelchairs up to 30 inches wide and 48 inches long, and can accommodate some larger ones that are able to maneuver all the way into the seating area. However, certain less-maneuverable and very large devices may not fit on lifts or ramps, or inside vehicles. If a passenger is unsure if a wheelchair will fit, please contact Keolis Transit, South Lake Tahoe Division at 530-542-5700 for further information.

TTD bus/vehicle lifts/ramps can safely accommodate mobility device/user combinations of up to 600 lbs. Mobility devices exceeding the rated capacity of vehicle lifts or ramps may be denied access if they create safety or mechanical problems. Non-wheelchair users may use a boarding chair and ride the lift when necessary, due to disabilities that result in difficulty climbing steps. Wheelchairs may not be transported with seats in a fully reclined position.

All mobility devices must be secured to the floor of buses/vehicles during transportation. Passengers must not unsecure their mobility devices while the vehicle is in motion. Vehicle operators will secure the wheelchair or scooter. Passengers who do not comply with this policy may be denied transportation, according to federal ADA regulations.

TTD has a mandatory mobility device securement policy to ensure the safety of passengers and limit potential damage to mobility devices. Mobility devices must be secured to the bus during transport. If a wheelchair or scooter cannot be secured adequately because of its design, or if vehicle tie-down equipment is broken or missing, the passenger will still be allowed to ride. The passenger will be informed that riding

unsecured is a potential hazard to themselves and other passengers, and in the case of broken or missing tie-downs, what alternative transportation is available.

For safety, passengers using scooters (either 3- or 4-wheeled) or wheelchairs are strongly encouraged to transfer to a regular bus/vehicle seat whenever possible, as recommended by most scooter manufacturers. The scooter will then be secured in the wheelchair area. Manual wheelchairs should be folded and placed out of the aisle way, or secured as needed. Power wheelchairs will be secured in the wheelchair space.

If both securement locations are occupied and there is a passenger in need, the operator must stop and advise the individual when the next bus will arrive. Dispatch should also be advised.

USE OF SAFETY BELTS

On those vehicles equipped with seatbelts, all passengers, including wheelchair and scooter users are strongly encouraged to use lap and shoulder belts provided.

The vehicle operator will assist with the belts as needed. Postural support belts attached to the wheelchair are usually not positioned correctly to restrain the occupant safely by themselves, and are not strong enough to withstand crash forces. The terrain and road conditions (e.g. snow and ice) in the Tahoe Region makes securement and use of lap and shoulder belts especially important.

BOARDING BELTS

Passengers will be required to use a boarding belt, which is a special, separate belt that is used to secure a passenger to their wheelchair while using a lift. Boarding belts are used to prevent serious injuries that could occur if a passenger falls from a lift or ramp. Vehicle operators will apply the belt as needed.

BOARDING CHAIRS

Passengers who cannot climb the vehicle steps and are also at risk from falling while standing on a lift may be required to use a "boarding chair" that is provided on the TTD bus/vehicle.

BOARDING DIRECTION ON LIFTS

Wheelchair and scooter users should board lift platforms with their back facing the vehicle (facing outward, not looking into the vehicle). This is important for properly maneuvering the passenger's wheelchair, and for safety reasons as recommended by lift manufacturers. If a passenger is unable to board facing outward, or if they need to face inward for their own maneuverability reasons, they should alert the vehicle operator, who will contact dispatch or supervision for authorization to board facing inward.

If boarding inward-facing will be needed on future trips, the passenger should contact Keolis Transit America, South Lake Tahoe Division at 530-542-5700 .

WHEELCHAIR WHEEL LOCKS (“BRAKES”)

Wheelchair and scooter users are strongly encouraged to set the wheel locks or power off the device when riding up or down on a lift and when secured in the wheelchair space.

WALKERS AND ROLLATERS

Walkers must be placed out of aisle ways and cannot be used to sit on while riding in the bus/vehicle. Walker users must always sit in a regular bus seat. Rollators (4-wheeled walkers with seats) must be folded and placed out of aisle ways if possible, even if this means removing personal items. Rollators cannot be used as a seat while riding in the bus/vehicle. Rollator users must always sit in a regular bus seat.

SEGWAYS

The Segway is a two-wheeled, gyroscopically stabilized, battery-powered personal transportation device. The Segway is not designed primarily for use by individuals with disabilities, nor is it used primarily by such individuals. However, some individuals with disabilities may use a Segway as a personal mobility aid, in lieu of more traditional devices like a wheelchair or scooter. For the safety of all passenger and drivers, segways are not permitted.

LOST AND FOUND

Riders and their attendants and companions are responsible for keeping track of their personal belongings. If a passenger discovers that something was left on a vehicle, please call dispatch at (530) 541-7149. The passenger will be contacted if the item is located. The passenger will have 30 days to retrieve it, before it is donated to charity.

CONTAGIOUS ILLNESSES

Several steps can be taken to help prevent contagious illnesses. Please protect yourself by:

- Frequent hand washing
- Cover nose and mouth when sneezing or coughing; sneeze or cough into elbow
- Wash hands after sneezing or coughing
- Avoid contact with others when ill

PASSENGER CODE OF CONDUCT

It is TTD’s policy to provide the safest and most efficient service to all passengers. Passengers who abuse the following Code of Conduct guidelines can adversely affect the demand response service as a whole. For the safety and comfort of all passengers, TTD has established these policies that address instances when a passenger’s conduct may adversely affect others involved with the demand response service. The following identifies the TTD policy on customer misconduct:

- 1) **Electronic Equipment** – Customers may not operate any audio or visual equipment, which infringes upon other passenger’s safety, comfort, or impairs the driver’s ability to transport passengers safely. Examples include speakerphone, audio/visual devices without headsets, portable video games with sound effects, etc.

- 2) **Hazardous Conduct** – Any act or condition that creates the potential for injury or death to any customer, driver or the general public.
- 3) **Abusive Conduct** – Any abusive, offensive, or threatening act or behavior that affects the safety or security of the driver and/or the passengers, or invades the privacy rights of others such as touching another person in a rude, insolent or angry manner. Sexual harassment, verbal or physical, will not be tolerated. Examples also include profanity, screaming, hitting, etc.

CONSEQUENCES OF MISCONDUCT

Any act that would qualify as misconduct, but is the direct and immediate act of the passenger's disability, such as abusive language that is the consequence of Tourette's syndrome, or socially unacceptable behavior brought on by a mental illness, shall be considered Unintentional Misconduct. Consequences of Unintentional Misconduct will be addressed as noted below after counseling with the passenger.

- 1) A passenger may be subject to any reasonable accommodation requirement that will ensure the safety of all passengers and drivers.
 - a. A passenger may be required to ride with a personal care attendant if behavior issues improve with the presence of a PCA.
 - b. A passenger may be required to attend training or receive additional counseling in proper transit conduct.
- 2) The accommodation requirement may last for a time period sufficient to allow the passenger to learn appropriate behavior.
- 3) The accommodation requirement may be permanent if the conduct is beyond the passenger's control.
- 4) If a passenger commits an act of misconduct that he or she has been trained to know is inappropriate, that act is considered intentional.

No rider whose access to demand response service has been suspended for any reason shall lose his or her certificate of eligibility for paratransit services by reason of said suspension. Passengers will be notified in writing before TTD takes any of these steps. An eligible passenger whose service is to be suspended because of misconduct has a right to request a hearing through an appeals process (see Appendix B).

Due to the wide variety and severity of misconduct, TTD reserves the right to determine the consequences ranging from a warning to an indefinite suspension in service.

CONTACT

Your feedback is valuable and problems can only be resolved if the staff is aware of the issue, so please do not hesitate to call. If there are questions or complaints about service, please call TTD at (775) 589-5500. Please review the Complaint Process found in Appendix C.

APPENDIX A

DEFINITION OF ADA PARATRANSIT ELIGIBLE

The U.S. Department of Transportation Americans With Disabilities Act of 1990 defines "ADA paratransit eligible" as:

1. Any person with a disability who can use an accessible vehicle, but for whom any desired trip cannot be made because the fixed-route service he/she needs to use is not yet accessible. This category includes those persons who use wheelchairs, walkers or braces and others whose disabilities prevent them from utilizing an inaccessible vehicle or facility.
2. Persons, who because of the nature of their disabilities, cannot navigate a transit system that is otherwise accessible. This category includes persons who because of their disability cannot independently board, ride or disembark from an accessible vehicle. This is based on the assumption the individual will not and need not be able to operate a boarding system, such as a wheelchair lift, ramp or securement device. The presence of a traveling companion does not affect this eligibility.
3. Persons with impairment-related conditions that prevent them from getting to or from a boarding or disembarking location. This relates to an individual's particular functional disability. This eligibility requires functional evaluation of its application to a particular system and a particular trip. Examples of eligibility under this category include severe, chronic fatigue related to HIV infection and AIDS, heat sensitivity due to cardiovascular disease and hypothermia due to quadriplegia.

Generally the following four tests are applied when determining an applicant's eligibility:

1. Does the individual's disability prevent him/her from getting to and from a bus stop at the point of origin or destination?
2. Can the individual board, utilize and disembark the vehicle at the bus stop?
3. Can the individual recognize the destination and disembark the bus?
4. If the passenger's trip requires transfers, are the paths of travel between routes accessible and navigable by the individual?

APPENDIX B TTD APPEALS PROCESS

Appeal of Service Suspension and Eligibility Certifications

REQUESTS FOR HEARING

A hearing to appeal a decision regarding eligibility or to suspend TTD service will be held only after receipt of a written Request for Hearing, filed with the Transit Manager.

- Requests for Hearing must be in writing and must contain the name, address, and telephone number of the person(s) requesting the hearing (requester), and the name of the TTD service user if different from Requester.
- Persons submitting a Request for Hearing are strongly encouraged to include a statement of the reason(s) why they believe the decision of eligibility or to suspend service is inappropriate.
- Requests for Hearings must be filed within sixty (60) calendar days after a person has received written notice of eligibility or suspension and will be deemed filed when received by the Transit Manager.

RESPONSIBILITIES OF THE TRANSIT MANAGER AND REQUESTER

- The Transit Manager will set the time and place of the hearing when the request is filed (received) and will notify the Requester. The time of the hearing will be within 30 days after the time the Request for Hearing was filed (excluding holidays).
- Hearings may be postponed or rescheduled only upon written request to the Transit Manager and for good cause.
- A person requesting a hearing may waive personal appearance at the hearing and have the matter determined based on the record, but must do so by filing a written request with the Transit Manager before the hearing.
- A person waiving personal appearance may submit to the Transit Manager documents and other information to be included with the record and considered in deciding the appeal.
- If the Requester fails to appear at the hearing, and gives no prior notice, the Transit Manager may make a determination based on the available evidence, as appropriate.

ADA APPEALS COMMITTEE

Appeals will be considered by an ADA Appeals Committee comprised of three (3) persons: the Transit Manager or his/her designee; a member of an appropriate District department (e.g., Human Resources or Health & Human Services); and a member of the disabled community with familiarity of the disability in question (for eligibility decisions) or ADA complementary paratransit service in general (for suspension decisions).

CONDUCT OF HEARINGS

The manner of conducting hearings is under the direction, control and discretion of the Transit Manager. These guidelines govern issues, evidence, and documents:

- The issues to be decided at the hearing are limited to those set forth in the notice of service suspension and the Request for Hearing.
- Evidence commonly relied upon by reasonable, prudent persons will be heard and considered. Specifically, this includes statements (oral and written), documents and copies of documents, video and/or audio recordings, and official and business reports. Irrelevant, immaterial, redundant or unduly repetitious evidence will be excluded.
- A record of the hearing (electronic or otherwise) will be kept, as determined by the Transit Manager.
- A verbatim transcript of the proceedings, if desired, must be provided and paid for by the Requester.

DECISIONS

All decisions will be in writing. Decisions will be rendered at the conclusion of the hearing or as soon thereafter as a decision can be made. Within five (5) business days, the Transit Manager will notify the Requester in writing of the decision and the reasons for the decision.

Requesters who are not satisfied with the decision of the ADA Appeals Committee may appeal to the District Manager within five (5) business days after receiving written notification of the ADA Appeals Committee decision. The District Manager shall respond in writing within ten (10) days of receiving the appeal. The decision of the District Manager shall be final.

GENERAL

The Transit Manager may modify or waive any of these rules in the interest of fairness or justice for good cause shown.

TTD is not required to provide ADA paratransit service to the individual for the duration of the certification appeal process unless the decision of the ADA Appeals Committee exceeds the thirty (30) day limit.

APPENDIX C TTD COMPLAINT PROCESS

Tahoe Transportation District seeks to provide a user-friendly method of resolving concerns fairly and efficiently. However, we can only resolve problems if we are informed, so please do not hesitate to contact us.

If you have a complaint about service, please call the Keolis Customer Service Professional at (530) 541-7149. Be prepared to provide your name, address, phone number and a detailed explanation of your complaint (e.g., date and time of incident, vehicle number, driver's name, etc.) This will allow staff to more completely investigate and respond to your complaint.

If the complaint is still not resolved to your satisfaction within ten (10) business days, you may submit the complaint in writing to the Transit Manager at P.O. Box 499, Zephyr Cove, NV 89448. Be prepared to again provide the information outlined above, plus details of your interaction with the TTD office staff and Transit Manager. You may request to meet personally with the Transit Manager to discuss the problem and/or request a written response within ten (10) business days. The Transit Manager has discretion to enlist the assistance of other resources, as appropriate, in resolving your problem, e.g., other District staff, the management and staff of contractor, etc. as appropriate.

The decision of the Transit Manager shall be final.

APPENDIX D GLOSSARY

ADA – Americans with Disabilities Act signed into law in 1990, making it illegal to discriminate against persons with disabilities regarding employment, public services, public accommodations, and telecommunications. The intent of this law is to provide equal opportunity to person with disabilities, allowing them to fully participate in society and live independently and with economic self-sufficiency.

CANCELLATION – To give notice more than one hour before the scheduled trip, that the trip is not needed.

COMPANION – A fare-paying person accompanying a rider.

CONDITIONAL USE ELIGIBILITY – Individual is not able to use accessible fixed-route transit in specific circumstances and is eligible to use demand response service under limited circumstances as identified by TTD.

DISABILITY – A person with a disability is defined as:

- A person with a physical or mental impairment that substantially limits one or more major life activities; or
- A person with a record of such a physical or mental impairment; or
- A person who is regarded as having such impairment.

It should be noted that the ADA definition of disability is not the same as other definitions of disability used in other federal laws and programs, such as Social Security, workers compensation, veterans' programs, etc.

FIXED-ROUTE – A route in which the bus operates along prescribed routes according to fixed schedules.

JURISDICTION – The total area within which the provider is authorized to operate.

LATE CANCELLATION – Failure to give notice of cancellation within one hour of scheduled pickup.

NO-SHOW – Failure to give notice of cancellation and/or failure to show up at pickup location.

ORIGIN TO DESTINATION – The demand response vehicle will pickup the passenger at the originating address and dropoff the passenger at the destination address.

PARATRANSIT – Comparable transportation for individuals, who, because of a physical or mental impairment, cannot use a regular fixed-route system.

PERSONAL CARE ATTENDANT (PCA) – An individual, who accompanies the paratransit eligible individual, who requires more assistance than that provided by the driver. Examples of PCA activities performed on behalf of the passenger may include mobility assistance, personal care, or communication.

SERVICE ANIMAL – Any guide dog, signal dog, service dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability.

SERVICE AREA – Area in which the demand response service will pickup or dropoff individuals. Currently the service area is three-quarters (3/4) of a mile on each side of each fixed-route.

TEMPORARY ELIGIBILITY – Individual is not able to use accessible fixed-route transit at this time, however the condition or circumstance(s) leading to eligibility is reasonably expected to change in the future. For a limited period of time, such as a broken limb that prevents a person to be able to walk to a BLUEGO fixed-route bus stop, the individual is typically eligible to use BLUEGO paratransit service for all trips.

UNCONDITIONAL USE ELIGIBILITY – Individual is not able to use accessible fixed-route transit under any circumstances and is eligible for all trips on demand response service.

VISITOR – Someone who does not reside in the jurisdiction served TTD.



Connecting our communities

EFFECTIVE:

Reduced Fare Identification Card Application

Tahoe Transportation District offers a reduced fare identification card. This card serves two purposes:

- 1) Reduced fare when using fixed-route transit; and/or,
- 2) Signifies the cardholder is eligible for demand response transit services

Who is eligible for a reduced fare ID card?

- Individuals over 60 years of age
- Individuals between 5-18 years of age
- Medi-Cal/Medicaid/Medicare beneficiaries
- Veterans who have a Veteran's Identification Card with the "Service Connected" or "SC" designation
- Individuals with a disability whose application has been approved by Tahoe Transportation District

Incomplete or illegible applications will be returned for completion, which may delay the applicant's eligibility determination. The determination will be made within 21 days from the receipt of the completed application.

When completed, please scan and email the form to:

tstyver@tahoetransportation.org

Or mail to:

Tahoe Transportation District
Attn: ID Card Applications
P.O. Box 499
Zephyr Cove, NV 89448
775-589-5500

SECTION 1: PART A - TO BE COMPLETED BY APPLICANT OR REPRESENTATIVE

Please complete all sections of Part A. Any false or misleading information will revoke eligibility.

APPLICANT

FIRST NAME: _____ LAST NAME: _____ M.I. _____

STREET ADDRESS: _____ Apt. /Unit #: _____

CITY: _____ ZIP: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

HOME PHONE: _____ WORK PHONE: _____

EMAIL ADDRESS: _____ DATE OF BIRTH: _____ AGE: _____

EMERGENCY CONTACT

NAME: _____

STREET ADDRESS: _____

RELATIONSHIP: _____ PHONE: _____

Did someone assist you in completing this application? Yes No

Should this person be contacted if additional information is needed? Yes No

If Yes, Name: _____

Relationship: _____ Phone: _____

Are you interested in learning more about travel training options?

Yes No

Check the category under which you are applying for a Reduced Fare ID Card:

1. Individual over 60 years of age
2. Individual between 5-18 years of age
3. Medi-Cal/Medicaid/Medicare beneficiaries
4. Individuals with a Veteran's Identification Card with the "Service Connected" or "SC" designation
5. Medical Disability- Complete the medical release on page 4 and ask a health care provider to complete Part B

NOTE: If you checked Categories 1-4, please submit only Part A (page 2). You will be contacted to set up an appointment to receive your ID card. You must bring proof of eligibility to your appointment, e.g., Medicaid card and photo ID.

If you checked Category 5 and want to be considered for the demand response service, you must complete to Section 2.

SECTION 2:

Please complete this section if you selected Category 5, Medical Disability.

Tahoe Transportation District administers the demand response service in South Lake Tahoe, which is comparable to ADA paratransit services in other areas. This service is reserved for individuals with specific disabilities or health-related conditions.

What constitutes a disability?

An individual with a disability is defined by the ADA as a person who has a physical, visual, or mental impairment that substantially limits one or more of the major life activities of an individual.

Who can use the demand response service?

- Those unable to travel to or from transit stops or stations within the service area; or
- Those unable to independently board, ride or exit an accessible fixed-route vehicle; or
- Those who cannot independently "navigate the system" even if the individual is physically able to get to a transit stop and on and off the vehicle, e.g. an individual who cannot ride the bus independently, recognize bus stops, understand how to complete bus trips, pay the fare, etc.)
- Those over 60 years of age.

Instructions to Applicant or Representative:

- Please review the eligibility criteria (pages 7-10) carefully. If you believe you have a disability that meets the criteria, please ask a health professional who is familiar with the disability to complete Part B.
- Please read and sign the enclosed Medical Release-Authorization for Use and Disclosure of Protected Health Information, as it may be necessary for the Tahoe Transportation District to contact the health care professional who completed Part B. Tahoe Transportation District will not release information to any other party or any medical information obtained with the release(s) you provide. If you have any questions, please contact Tahoe Transportation District at 775-589-5500.
- **Note:** Social Security Disability Insurance (SSDI) or Social Security Insurance (SSI) paperwork is not proof of eligibility.

Instructions to Health Care Professional:

- The applicant is requesting certification to use the demand response service. This is a curb-to-curb, shared ride service for individuals who are unable to use or access fixed-route public transportation system.
- Please complete the Part B of the application. It is important that the individual's disability be designated by the section number of the eligibility criteria found in pages 7-10 of the document.

Determination of eligibility is not solely based on the information in this application. In addition, the applicant may be required to participate in a functional assessment. Information provided by the applicant may be shared with the individual(s) performing the functional assessment.

The application is not complete until a health care professional completes Part B. The health care professional should submit the application directly to Tahoe Transportation District, who will determine eligibility.

MEDICAL RELEASE

AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

All sections must be completed.

I, _____ authorize:
(Applicant or Patient Name)

Name of professional: _____

Address: _____

Phone: _____ Fax: _____

To disclose Protected Health Information (PHI) to the Tahoe Transportation District (TTD) demand response program, P.O. Box 499, Zephyr Cove, NV 89448, for the purpose of assessing whether I am eligible under the Americans with Disabilities Act for TTD's demand response transportation service.

My PHI may include medical records, diagnostic reports, physical therapy records, and any personal and medical information pertinent to my application for ADA eligibility.

I may cancel this authorization at any time by sending a written request to the Tahoe Transportation District, Attn: ID Card Applications, P.O. 499, Zephyr Cove, NV 89448. This authorization will expire in 120 days.

I understand that TTD will not release any medical information obtained with this release to any other party.

I understand that I am not legally obligated to sign this authorization and that TTD will not refuse to process my applications for ADA eligibility based on my refusal to sign this authorization. I also understand that if TTD is unable to obtain information necessary to determine my disability or health condition and how the disability or health condition limits or prevents my use of regular bus services, my application for ADA eligibility may be denied.

I understand that by signing this statement I am authorizing Tahoe Transportation District to provide a copy of this statement to the above listed professional for the purposes of compliance with the Health Insurance Portability and Accountability Act (HIPAA).

Signature of Applicant or Legal Representative

Date

Applicants Date of Birth: _____

PART B - TO BE COMPLETED BY A HEALTH CARE PROFESSIONAL

As a health care professional who is familiar with the applicant's medical history, please complete this form documenting all conditions which impact the individual's inability to use or access fixed-route transit. Determine if your patient meets the disability criteria described in the Eligibility Criteria section of this application. Please complete Part B on their behalf and return Parts A and B directly to the Tahoe Transportation District. The District will make the final eligibility determination.

1. Does the applicant's disability preclude them from using public transportation to conduct daily activities as effectively as persons who are not so affected?
 Yes No

2. Indicate the section number of the eligibility criteria (pg. 7-10 of application) of your patient's disability?
 Section 1 Section 5 Section 8 Section 13
 Section 2 Section 6 Section 10 Section 14
 Section 3 Section 7 Section 11 Section 15
 Section 4 Section 8 Section 12

3. Please explain how the applicant's disability prevents them from using fixed-route transit.

4. This condition is:
 Permanent Temporary; estimated duration: _____ months

5. Please indicate if applicable:
 Wheelchair Power/Electric Wheelchair or Scooter Walker
 Cane Walker Crutches
 Other Mobility Aide Legally Blind Hearing Impaired
 Service Animal Developmental Disability Neurological

Disorder
 Portable Oxygen Communication Board Long White Cane
 Other, please specify: _____

6. If the applicant uses a wheelchair or scooter, can they transfer to a bus seat?
 Yes No N/A

Applicant requires a Personal Care Attendant (PCA) due to the disability described.
 Yes No Fixed-route only

If yes, please describe why the assistance of a PCA is required.

7. Other special considerations or effects of this disability that should be known?

Please indicate type of profession:

- Physician (MD/DO)
- Registered Nurse
- Ophthalmologist/Optomtrist
- Rehabilitation Specialist
- Other*
- Physician's Assistant/Nurse Practitioner
- Physical or Occupational Therapist
- Licensed Clinical Social Worker/Case Manager
- Psychiatrist/Psychologist

*Other providers interested in submitting professional verification on behalf of patients/clients are encouraged to contact TTD for approval.

Please print health care professional name and title: _____

Agency: _____

Phone: _____ License number _____

Signature of health professional _____ Date _____

Incomplete applications will be returned, which may delay the applicant's eligibility determination. Please note that only pages 1-6 (Parts A and B) need be returned to the Tahoe Transportation District. It is not necessary to return pages 7-10 (Eligibility Criteria).

Please scan and email only pages 1-6 to:

tstyer@tahoetransportation.org

Or mail this form to:

Tahoe Transportation District
Attn: ID Card Applications
PO Box 499
Zephyr Cove, NV 89448

TTD Office Use Only

Reviewer: _____

- Approved
- Denied

Card Issue Date: _____

Card Number: _____

Notes:

ELIGIBILITY CRITERIA

There are two categories of persons who meet the criteria: permanent (chronic condition) and temporary (acute). Any person who has a physical, mental, or psychological disability or incapacity of less than six months' duration that is covered in the eligibility criteria is considered in the temporary category, and his or her eligibility is limited to the duration of meeting the criteria. All other persons meeting eligibility criteria have chronic conditions.

The certification form will remain on file with the program office as a medical record, not subject to public view. Applicants whose requests for certification are denied have the right to appeal, please review the TTD Demand Response Policies and Procedures for the appeals process.

EXCLUSIONS

Persons whose sole incapacity is: 1) pregnancy, 2) obesity, 3) acute or chronic alcoholism or drug addiction, 4) mental illness, or 5) contagious diseases are specifically excluded from eligibility.

PHYSICAL DISABILITIES

SECTION 1

Nonambulatory Disabilities; Wheelchair: Impairments that, regardless of cause, confine individuals permanently to wheelchairs.

SECTION 2

Semiambulatory Disabilities; Mobility Aid: Impairments that require individuals to use a long leg brace, a walker, or crutches to achieve mobility.

SECTION 3

Semiambulatory Disabilities; Arthritis: Persons who, due to any cause, suffer arthritis which causes a functional motor deficit in any two major limbs (arms and/or legs).

American Rheumatism Association criteria may be used as a guideline for the determination of arthritic handicap. Therapeutic Grade III or worse and Functional Class III or worse and Anatomical State III or worse are evidence of arthritic handicap.

SECTION 4

Semiambulatory Disabilities; Loss of Limb: Persons who suffer amputation of or anatomical deformity of one hand or one foot (i.e., loss of major function due to degenerative changes associated with vascular or neurological deficits, traumatic loss of muscle mass or tendons and X-ray evidence of bony or fibrous ankylosis [a stiffness or "fixation" of a joint caused by fibrous or bony tissue accumulating in a joint space] at an unfavorable angle, or joint subluxation [incomplete or partial dislocation of a joint or instability]); persons who suffer amputation of lower extremity at or above the tarsal region -- one or both legs.

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SECTION 5

Semiambulatory Disabilities; Stroke: Cerebrovascular accident with one of the following occurring post-CVA:

- a. Pseudobulbar palsy (spastic weakness of the muscles enervated by the cranial nerves);
- b. Functional motor deficit in the arms or legs;
- c. Ataxia affecting extremities substantiated by appropriate cerebellar signs or proprioceptive loss.

SECTION 6

Semiambulatory Disabilities; Pulmonary Ills: Persons suffering respiratory impairment as defined by **The Journal of the American Medical Association**, "Guides to the Evaluation of Permanent Impairment, The Respiratory System."

CLASSES OF RESPIRATORY IMPAIRMENT

Class III: Dyspnea does not occur at rest but does occur during the usual activities of daily living. However, the patient can walk a mile at his own pace without dyspnea although he cannot keep pace on the level with others of the same age and body build. Percent disability: 40-50.

Class IV: Dyspnea occurs during such activities as climbing one flight of stairs or walking 100 yards on the level.

Class VI: Dyspnea present on slightest exertion, such as dressing, talking, at rest.

SECTION 7

Semiambulatory Disabilities; Cardiac Illnesses: Persons suffering functional classifications of cardiac disease, Classes III and IV and therapeutic classification Classes C, D, and E as defined by Diseases of the Heart and Blood Vessels -- Nomenclature and Criteria for Diagnosis.

FUNCTIONAL CLASSIFICATION

CLASS III: Patients with cardiac disease resulting in marked limitation of physical activity. They are comfortable at rest. Less than ordinary physical activity causes fatigue, palpitation, dyspnea, or anginal pain. For instance, inability to walk one or more level blocks or climb a flight of ordinary stairs.

CLASS IV: Patients with cardiac disease resulting in inability to carry on any physical activity without discomfort. Symptoms of cardiac insufficiency or of the anginal syndrome may be present even at rest. If any physical activity is undertaken, discomfort is increased.

THERAPEUTIC CLASSIFICATION

CLASS C: Patients with cardiac disease whose ordinary physical activity should be moderately

restricted and whose more strenuous efforts should be discontinued.

CLASS D: Patients with cardiac disease whose ordinary physical activity should be markedly restricted.

CLASS E: Patients with cardiac disease who should be at complete rest, confined to bed or chair.

SECTION 8

Semiambulatory Disabilities; Dialysis: Persons who in order to live must use a kidney dialysis machine.

SECTION 9

Visual Disabilities: This section includes only the legally blind.

- a. Those persons whose vision in the better eye after best correction is 20/200 or less; and
- b. Those persons whose visual field is contracted (commonly known as tunnel vision):
 1. to 10 degrees or less from a point of fixation; or
 2. the widest diameter subtends an angle no greater than 20 degrees.

SECTION 10

Hearing Disabilities: Deafness or hearing incapacity that may make an individual insecure in public areas because the individual is unable to communicate or hear warning signals. This section includes only those persons whose hearing loss is 90dba or greater in the 500, 1000, 2000 Hz. ranges.

SECTION 11

Disabilities of Incoordination: This section includes those persons suffering faulty coordination or palsy from brain, spinal, or peripheral nerve injury and persons with a functional motor deficit in any two limbs or who suffer manifestations which significantly reduce mobility, coordination, and perceptiveness not accounted for in previous categories.

DEVELOPMENTAL DISABILITIES

SECTION 12

Borderline Intellectual Functioning: Those persons, not psychotic, who are so developmentally disadvantaged from infancy or before reaching maturity that they are incapable of managing themselves and their affairs independently, with ordinary prudence, or of being taught to do so, and who require supervision, control, and care for their own welfare, or for the welfare of others, or for the welfare of the community; and any person who is unable, or likely to be unable, to physically or mentally respond to an oral instruction relating to danger and, unassisted, take appropriate action relating to such danger. This section includes only those persons with the following disorders who are participating in a state or federally funded or

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state-recognized program.

SECTION 13

Intellectual Disability: Refers to sub-average general intellectual functioning which originates during the developmental period and is associated with impairment in adaptive behavior (a general guideline is IQ which is two or more standard deviations below the norm). This section also applies to adults who by reason of illness or accident suffer mental retardation.

SECTION 14

Autism Spectrum Disorder: (1) A syndrome described as consisting of withdrawal, very inadequate social relationships, exceptional object relationships, language disturbances, and monotonously repetitive motor behavior; many children with autism will also be seriously impaired in general intellectual function; (2) this syndrome usually appears before the age of six and is characterized by severe withdrawal and inappropriate response to external stimuli.

OTHER DISABILITIES

SECTION 15

Neurological Disorders: Neurological disorders are diseases of the central and peripheral nervous system. In other words, the brain, spinal cord, cranial nerves, peripheral nerves, nerve roots, autonomic nervous system, neuromuscular junction, and muscles. These disorders include cerebral palsy, epilepsy, Alzheimer disease and other dementias, cerebrovascular diseases including stroke, migraine and other headache disorders, multiple sclerosis, Parkinson's disease, neuroinfections, brain tumors, traumatic disorders of the nervous system such as brain trauma, and neurological disorders as a result of malnutrition.

VETERANS ADMINISTRATION DISABILITY

Any veteran who holds a Veteran's Identification Card with the "Service Connected" or "SC" designation is immediately eligible and the criteria section number requirement is waived.

All other veterans are subject to the above eligibility criteria.



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval to Issue Request for Proposals to Provide Supplementary Demand Response Taxi Service in South Lake Tahoe

Action Requested:

It is requested the Board review and approve the proposed Request For Proposal created for a demand response taxi service. Staff will bring the proposals received to the Board for final approval in April 2014.

Background:

In 1990, the largest percentage of population in the Tahoe Basin was aged between 30 and 40. In 2000, the largest percentage of population was aged between 40 and 50, and in 2010 between 50 and 60 years of age. Staff anticipates an increased need for demand response transit services based on this demographic trend. Effective proactive measures have been taken by the TTD Board to manage the demand and contain costs, but at some point, TTD will be forced to add capacity and provide additional service.

Keolis currently provides the ADA demand response service for the TTD using cutaway buses at a current operating rate of \$55.46 per hour, excluding the costs of fuel and depreciation. Early-morning and late-night periods are typically inefficient with only one or two passengers per hour, and the cost per passenger trip is subsequently very high. In May 2013, the Transit Manager advised the Board that a partnership with local taxi operators and the establishment of a taxi-voucher program would be pursued as part of a long-term strategy to increase capacity and optimize TTD operated service efficiencies.

Discussion:

TTD Staff has investigated the use of taxi companies to provide demand response service to qualified ambulatory riders. Tahoe Area Region Transit (TART) currently provides paratransit service using taxis and Nevada Department of Transportation (NDOT) has agreed that this program is acceptable. Staff has been working with Keolis to establish a monitoring / management program to ensure that the new service is properly utilized and taxi rides properly allocated. Keolis will benefit by not having to schedule drivers for very short work shifts with excessive downtime.

Work Program Analysis:

The work associated will support the transit operations and mobility management programs.

Fiscal Impact:

The proposed Demand Response Taxi Service will result in a small cost savings. The cost to operate the large cutaway bus is \$55.46 per hour, excluding fuel, depreciation and insurance costs. It is estimated that between one and two reservations each day will be transferred to the taxi service and these trips will average \$15 each. The cost savings to the District should exceed \$40 per passenger trip and over \$14,000 per year. Long-term savings will be generated by increasing demand response capacity, without additional capital investment, as well as a lower per unit cost as demand increases.

Additional Information:

If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.

Attachment:

- A. Supplementary Demand Response Taxi Service Request For Proposal

TTD RFP – DEMAND RESPONSE TAXI SERVICE

Request for Proposals

Procurement Officer
Tahoe Transportation District
128 Market Street, Suite 3F
Stateline, NV 89449

PO Box 499
Zephyr Cove, NV 89448

(775) 589-5500
(775) 588-0917 (fax)

<i>Proposal Data</i>	
Title:	Demand Response Taxi Service
Issue Date:	February 18, 2014
<i>Pre-Proposal Conference</i>	
Day/Date:	None
Time:	
Location/Address:	
Directions:	
<i>Proposal Due Date</i>	
Day/Date:	Monday, March 31, 2014
Time:	2:00 p.m. PST
Location/Address:	128 Market Street, Suite 3F, Stateline, NV 89449 PO Box 499, Zephyr Cove, NV 89448

Sealed written replies to this invitation must be received by TTD at the location indicated, and no later than the date and time indicated. Submittal by fax or email is not acceptable.

This Request For Proposal does not constitute an order for the goods or services specified.

GENERAL CONDITIONS

All responders must familiarize themselves with the General Conditions, Technical Specifications and Appendices that are included with this procurement package.

1. PROPOSAL DELIVERY, TIME & DATE

- 1.1. TTD will receive written and sealed competitive proposals for DEMAND RESPONSE TAXI SERVICE until 2:00 p.m. PST, March 31, 2014, at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**TTD RFP - DEMAND RESPONSE TAXI SERVICE.**" Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Mail: Procurement Officer
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448

Hand Deliver: Procurement Officer
Tahoe Transportation District
128 Market Street, Suite 3F
Stateline, NV 89449

- 1.2. Offerors are responsible for making certain proposals are delivered to the Procurement Officer. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that offeror use some sort of delivery service that provides a receipt.
- 1.3. Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. TTD WILL NOT ACCEPT FAX PROPOSALS.
- 1.4. Proposals may be withdrawn in writing prior to the above scheduled time set for closing. Alteration made before the closing date and time must be initiated by offeror, guaranteeing authenticity.
- 1.5. TTD reserves the right to postpone the date and time for accepting proposals through an addendum.

2. PRE-PROPOSAL CONFERENCE

- 2.1. There will be no pre-proposal conference for this RFP.

3. CLARIFICATION OF REQUIREMENTS

- 3.1. It is the intent and purpose of TTD that this RFP permit competitive proposals. It shall be the offeror's responsibility to advise TTD if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Officer no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.
- 3.2. **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO PROPOSAL MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

TTD RFP – DEMAND RESPONSE TAXI SERVICE

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Hand Deliver: Procurement Officer
Tahoe Transportation District
128 Market Street, Suite 3F
Stateline, NV 89449

Mail: Procurement Officer
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448

Fax: (775) 588-0917

Email: jwhite@tahoetransportation.org**4. ADDENDA & MODIFICATIONS**

- 4.1. Any changes, additions, or clarifications to the RFP are made by amendments (addenda).
- 4.2. Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Procurement Officer. At the request of the offeror, or in the event the Procurement Officer deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Procurement Officer. Such addendum issued by the Procurement Officer will be sent to all offerors receiving the original RFP and will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and should be received by the TTD Procurement Officer no later than five (5) business days prior to the proposal closing date.
- 4.3. All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind TTD. Only information supplied by TTD in writing or in this RFP should be used in preparing proposal responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of TTD and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.
- 4.4. TTD does not assume responsibility for the receipt of any addendum sent to offerors.

5. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 5.1. Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2. Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

6. PROPOSAL COPIES

- 6.1. Offeror must submit two (2) original hard copies (printed double-sided) of its proposal.
- 6.2. The original proposal must include this RFP and any subsequent addenda.
- 6.3. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by offeror shall become the property of TTD when received.

7. PROPOSAL PREPARATION COSTS

- 7.1. Issuance of this RFP does not commit TTD, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2. The issuance of this RFP does not obligate TTD to enter into a contract for any services or equipment.
- 7.3. All costs related to the preparation and submission of a proposal shall be paid by the proposer.

8. RFP REQUIREMENTS

8.1. Proposals shall contain the following information:

- 8.1.1. Cover letter on company letterhead, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete.
- 8.1.2. Brief description of the major business functions, history and organizational structure of the firm.
- 8.1.3. Resume/work history of key personnel to be assigned to this project, including the manager and any additional staff relevant to the project.
- 8.1.4. A statement about whether the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the firm.
- 8.1.5. A statement of the firm's understanding of and ability to:
 - 8.1.5.1. Meet public transit requirements associated with U.S. Department of Transportation, Federal Transit Administration, California Department of Transportation and Nevada Department of Transportation.
 - 8.1.5.2. Provide, operate, and maintain an efficient and high quality public transportation service (e.g., demand response service).
 - 8.1.5.3. Address sensitivity toward persons with special needs (e.g., elderly and persons with disabilities).
 - 8.1.5.4. Establish and maintain excellent working relationship with client agency.
- 8.1.6. Copies of each of the following:
 - 8.1.6.1. Drug and alcohol testing policies and procedures.
 - 8.1.6.2. Risk management policy and safety plan.
 - 8.1.6.3. Comment/complaint procedures.
 - 8.1.6.4. Proposal Form (see Exhibit D) – including an indication of all addenda issued and received – in a separate, sealed envelope.
 - 8.1.6.5. Lobbying certification (see Exhibit C), signed by an authorized official of the Proposer.

9. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE NEVADA OPEN RECORDS ACT

- 9.1. If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets, and commercial or financial information, clearly identify those portions.
- 9.2. Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.
- 9.3. TTD will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Nevada Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Nevada Attorney General pursuant to NRS 239. In the event that it is determined by opinion or order of the Nevada Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under NRS 239, then such information will be made available to the requester.
- 9.4. Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Nevada Open Records Act.

10. LICENSES, PERMITS, TAXES

- 10.1. The price or prices for the work shall include full compensation for all taxes, permits, etc. that the offeror is or may be required to pay.

10.2. TTD is exempt from all State sales taxes. Tax exemption certificates will be supplied upon request.

10.3. Offerors must submit proof of authority to operate in both California and Nevada. Specifically, current certificates from the City of South Lake Tahoe, the Nevada Transportation Authority and any other certificates required to operate.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

11.1. TTD hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP; Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

11.2. A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

12. EQUAL EMPLOYMENT OPPORTUNITY

12.1. Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

13. CONFLICT OF INTEREST

13.1. The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of TTD or member of the TTD Board of Directors.

13.2. By signing its proposal, the offeror certifies and represents to TTD the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

14. AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

14.1. Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

15. SELECTION

15.1. Selection shall be based on the proposal from an offeror determined by TTD to be responsible.

15.2. TTD shall consider only responsible offerors. Responsible offerors are those that have, in the sole judgment of TTD, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract.

15.3. TTD may consider responsiveness to the requirements of the RFP, as well as references and financial stability, in determining a responsible offeror.

15.4. No individual has the authority to legally and/or financially commit TTD to any contract, agreement or purchase order for goods or services, unless specifically sanctioned by the requirements of this RFP.

16. AWARD PROCEDURE AND CONTRACT

16.1. Any contract made, or purchase order issued, as a result of this RFP, shall be entered in the State of Nevada and under the laws of the State of Nevada. In connection with the performance of work, the offeror agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

16.2. The schedule for selection, award, and new contract is anticipated to be complete prior to May 1, 2014.

17. EVALUATION OF PROPOSALS

17.1. Proposals submitted will be evaluated by a Review & Selection Committee assembled at the discretion of TTD.

17.2. The Committee has the prerogative to call for oral interviews, if such would be desirable or beneficial to the evaluation process. TTD reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not said proposal is selected.

17.3. The following categories will be evaluated in the selection process (see Exhibit E):

- Understanding: Proposer demonstrates thorough understanding of the scope of the project and its role and responsibilities within the transit system.
- Experience: Proposer demonstrates experience with similar service types, including reporting; and has an excellent performance record.
- Technical capacity: Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization, including the on-site manager and personnel.
- Presentation: Proposal is organized and responsive to all requirements of the RFP. Proposer exhibits confidence and knowledge regarding the proposed operating service.
- Budget: Proposed budget appears to be complete, realistic and cost effective.

18. RIGHT TO REJECT PROPOSALS

18.1. TTD reserves the right to reject any or all proposals, reject any particular item in a proposal, and to waive immaterial formalities. No proposal will be considered from any firm that has failed to perform acceptably on any other contract with TTD.

19. PROTEST PROCEDURES

19.1. In the event an offeror believes certain actions or inactions on the part of TTD have been prejudicial to its position relative to the proposal, a protest may be filed. According to FTA Circular 4220.1F (Chapter VII), "The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, and protests of awards, disputes, and claims, using good administrative practices and sound business judgment. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern." In all instances, TTD shall disclose information regarding protests to FTA via memorandum.

19.2. Offerors can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. TTD will accept and review the protest with the understanding that the integrity of the procurement process may be at stake.

19.3. TTD will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation. All protests lodged by potential or actual proposers must be made in writing and contain the following information:

- ◆ Name, address, and telephone number of the protester.
- ◆ Identification of the solicitation or contract number and title.
- ◆ A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- ◆ Identification of the issue(s) to be resolved and statement of what relief is requested.
- ◆ Argument and authorities in support of the protest.
- ◆ A statement that copies of the protest have been mailed or delivered to all interested parties in the RFP process. In the case of RFPs, the TTD Procurement Officer shall direct the protester to mail or deliver the protest to relevant parties.

Mail or hand-deliver the protest to:

Hand Deliver: Procurement Officer
Tahoe Transportation District
128 Market Street, Suite 3F
Stateline, NV 89449

Mail: Procurement Officer
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448

Faxed or e-mailed protests will not be accepted.

19.4. The TTD Procurement Officer will respond, in written detail, with counterclaims to each substantive issue raised in the protest. The Procurement Officer will also perform the following analysis:

- ◆ Price Analysis or Cost Analysis for each claim.
- ◆ Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- ◆ Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the legal positions of the contractor, TTD and FTA.

19.5. The TTD District Manager has the authority to render the final determination regarding the protest. Any determination rendered by TTD will be final. The Federal Transit Administration will entertain appeals only in cases stated below in paragraph 19.9.

19.6. **Pre-Solicitation Phase Protest** - A Pre-Solicitation Phase Protest must be received in writing by the TTD Procurement Officer a minimum of five (5) business days prior to the proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the Procurement Officer, upon investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) business days from the time the protest is received, the TTD Procurement Officer will notify all offerors that a protest has been lodged and the nature of the protest. The Procurement Officer will respond to the protest in writing within five (5) business days from the time the protest was received. If the Procurement Officer decides to withhold the award pending the resolution of the protest, the Procurement Officer may request a time extension for award acceptance from those whose proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

TTD will not make an award prior to five (5) business days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless TTD determines that:

- ◆ The items or services to be procured are urgently required;
- ◆ Delivery or performance will be unduly delayed by failure to make the award promptly; or
- ◆ Failure to make the award will otherwise cause undue harm to TTD or the Federal Government.

The Procurement Officer will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

19.7. **Pre-Award Protest** – Protests may be lodged after the close of the RFP deadline and prior to Notice of Award. Within three (3) business days from the time the protest is received, the TTD Procurement Officer will notify all offerors that a protest has been lodged and the nature of the protest. The Procurement Officer will respond to the protest in writing within five (5) business days from the time the protest was received. If the Procurement Officer decides to withhold the award pending the resolution of the protest, the Procurement Officer may request a time extension for award acceptance from those offerors whose proposals might become eligible for award.

This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

TTD will not make an award prior to five (5) business days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless TTD determines that:

- ◆ The items or services to be procured are urgently required;
- ◆ Delivery or performance will be unduly delayed by failure to make the award promptly; or
- ◆ Failure to make the award will otherwise cause undue harm to TTD or the Federal Government.

The Procurement Officer will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

19.8. Post-Award Protest – The Procurement Officer will receive protests in writing within three (3) business days after the Notice of Award and letters of notification should have been received by offerors. Upon receipt of a protest, the Procurement Officer shall notify the offeror awarded the contract. The Procurement Officer will render a determination to proceed with the contract or suspend the project until the protest is resolved. The Procurement Officer will respond to the protest in writing within five (5) business days after receipt of the protest.

19.9. Appeals - The Procurement Officer has the authority to settle any dispute and resolve the protest. The Procurement Officer may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to the TTD District Manager within three (3) business days after the Procurement Officer issues a final decision. The District Manager will issue a decision within five (5) business days after receipt of the appeal. TTD may elect to involve legal counsel or arbitration and mediation consultants to resolve the issue(s). The Protester has the right to appeal in writing to FTA if:

- ◆ The Protester has exhausted all administrative remedies with TTD, and
- ◆ TTD has failed to follow its protest procedures or failed to review a complaint or protest.

The Protester's appeal must be received by the FTA Region IX Office within five (5) business days of the date the Protester knew or should have known of the violation.

Office of Operations and Program Management
U.S. Department of Transportation
Federal Transit Administration Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105

When the Protester sends an appeal to FTA, the Protester must also send copy of the appeal to the TTD Procurement Officer within the same timeframe. In the event of a protest, the Procurement Officer will contact FTA to check whether or not an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of state or local authorities.

In the event that data becomes available that was not previously known, or there has been an error of law or regulation, TTD will grant an allowance for request for reconsideration.

TECHNICAL SPECIFICATIONS

1. BACKGROUND INFORMATION

1.1 Introduction

The Tahoe Transportation District (TTD) operates public transit service in and around the City of South Lake Tahoe and Stateline, NV. Administration of the South Shore transit system by the TTD began November 1, 2010. TTD also operates a demand response service that provides curb-to-curb transportation for ADA paratransit eligible individuals and some general public within the service area of the fixed route at the South shore of Lake Tahoe.

1.2 Project Duration

The contract starts on May 1, 2014 and ends on May 1, 2015, for a total of one (1) year – with two (2) one-year contract extension options that may be exercised by TTD. This is a fixed unit price contract, based on the cost per passenger trip to operate supplemental demand response services.

1.3 Termination

The contract may be terminated by either party for material, uncured breach of the other party. The contract may also be terminated for convenience by TTD if in the best interests of TTD. Termination provisions shall be set forth in more detail in the contract.

1.4 Description of Service

TTD operates an ADA demand response service which is delivered by the transit contractor using cutaway buses. The Demand Response Taxi Service is envisioned as a supplement to existing demand response services specifically for qualified ambulatory passengers and during time periods when the number of scheduled passenger trips per hour is lower than 1.5. Under the proposed program, the passenger pays the first \$3.00 and TTD pays the remaining fare.

1.5 Hours of Service

TTD demand response service operates between 5:15 a.m. and 1:25 a.m.

1.6 Service Area

Service is available for trips beginning and ending within three-quarters (3/4) of a mile of any fixed-route within the City of South Lake Tahoe. The service also includes Christmas Valley, Camp Richardson, and Stateline through Cave Rock areas. The service area may be divided into regions or zones to provide a fee structure consistent with the taxi company.

1.7 Fare Structure

The fare structure should be proposed by the offeror using a grid that divides the service area into zones. TTD will identify and negotiate a fare structure that is cost-effective for the project.

Passengers will be responsible for a \$3.00 fare (consistent with the reduced fare rate), which will be collected by the taxi driver. The additional fare incurred will be paid by TTD. The TTD dispatcher will provide a list of demand response trips to the taxi dispatcher. The taxi dispatcher will convey the demand response service needs to the drivers and those who accept demand response rides will complete a voucher for the ride. The taxi company will supply the vouchers. Each one-way trip will be evidenced by a voucher submitted by the driver, which will be matched to the dispatch logs. The taxi company will invoice TTD on a monthly basis and the redeemed vouchers will be submitted with the invoice. Each voucher must include origin, destination, date, driver, cab number, passenger name, and passenger signature for reimbursement.

The TTD employs different types of multi-ride passes which may or may not be used in conjunction with this project depending on the ability of the selected provider to accommodate the use of these different fare media.

2. SCOPE OF WORK

2.1 Management

The Contractor shall manage and operate the project in accordance with the policies and procedures established by TTD, and in keeping with good management practices. Contractor shall be responsible for reporting, including but not limited to: ridership, complaints, accidents / incidents.

The Contractor shall work with the District Transit Manager and operation staff to ensure development and operation of the system that meets the District's, its partners and community's needs. The demand response taxi service will be limited to the demand response service area, and may be further restricted depending on the zone-fare structure submitted by the selected provider

2.2 Minimum Requirements for Employees

Contractor shall ensure that all employees successfully complete a DOT physical and pre-employment drug test per 49 CFR Part 655 before employees are allowed to start working. In addition, Contractor shall perform a motor vehicle record check on all employees at the time of hire, and at least annually thereafter; with an appropriate rating system to determine whether employees qualify to drive or continue driving TTD vehicles.

2.3 Operator Training Required

All taxi operators shall be trained to proficiency by Contractor before being allowed to work with the public. Training shall include, but not be limited to: Commercial Driver License (CDL) of the appropriate class and endorsement, vehicle inspection, defensive driving, customer relations (including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, elder abuse training (required by NADSD), driving in inclement weather, accident and incident procedures.

2.4 Drug and Alcohol Program

Contractor shall establish and maintain a drug and alcohol testing program for its safety-sensitive employees that complies with 49 CFR Parts 40 and 655. The program shall include at least pre-employment, reasonable suspicion, post-accident and random testing, per FTA requirements. The District adheres to a no tolerance policy and does not have a "second chance" policy. Contractor shall be responsible for securing the services of a collection site and Medical Review Officer (MRO) that satisfies FTA requirements. Contractor shall be responsible for preparing and submitting its annual MIS report at <http://damis.dot.gov> by March 1 each year.

2.5 Vehicles

Contractor or employees will provide vehicles.

2.6 Facilities

Contractor will provide any facility needed for the drivers.

2.7 Fuels and Materials

Contractor will provide fuel and other vehicle-related materials and supplies at no cost to the project. Contractor is responsible for fueling vehicles as needed for the service.

2.8 Vehicle Maintenance

Contractor will provide the vehicle maintenance function. Contractor is responsible for maintenance staff, scheduling preventive maintenance, the correction of reported vehicle defects, and necessary road calls. Contractor is responsible for maintaining all records related to vehicle maintenance. TTD may inspect vehicle maintenance records at any time.

2.9 Vehicle Cleaning

TTD expects the vehicles to be clean at all times (weather permitting) for the sake of public image and customer satisfaction.

2.10 Vehicle Inspections

Contractor shall require taxi operators to perform a daily vehicle inspection report (DVIR), using a standardized pre-trip inspection checklist. The checklist shall cover all items inside and outside the vehicle that affect the safe operation of the vehicle, and provide space where the operator may indicate vehicle defects that need to be corrected. Contractor shall supply the TTD with a copy of the form used by their company and permit TTD to inspect completed DVIR's upon request.

2.11 Scheduling/Dispatching

TTD contractor will be responsible for receiving passenger reservations. The dispatcher will contact the taxi dispatcher to provide a list of demand response trips. Individuals requiring ADA accessible vehicles will be transported by the current TTD contractor using ADA accessible buses. Contractor shall coordinate with TTD management staff to ensure timely and sufficient levels of service.

2.12 Communication System

Contractor shall provide two-way radio capability between the taxi dispatch center and the vehicles at no cost to the service. Contractor shall be responsible for training its employees to proficiency on the proper use of radio equipment, in keeping with FCC requirements.

2.13 Technology Requirements

Contractor shall provide the technology required to operate the project in an efficient and effective manner.

2.14 Policies and Procedures

Contractor shall be responsible for developing and enforcing its own policies and procedures related to human resources management.

2.15 Customer Service

Contractor shall be responsible for the customer service aspect of the project, including but not limited to: driving taxis safely and smoothly and keeping the vehicles clean. Contractor shall be responsible for providing outstanding customer service in keeping with TTD's expectations.

2.16 Complaint Procedures

Contractor shall be responsible for handling customer complaints regarding the demand response taxi service, and shall develop and maintain a system for taking, recording and resolving such complaints in a timely manner. Contractor shall have a standardized form on which office staff may collect information, and ensure that a supervisor or manager responds to all customer complaints within 24 hours, if at all possible. Contractor shall report on all complaints regularly and all serious problems to TTD as soon as practical.

2.17 Risk Management

Contractor is responsible to secure and maintain, at its own expense, the following types of insurance, naming TTD as an additional insured:

- General Liability - \$5,000,000 each occurrence
- Workers Compensation - at statutory limits, including Employers Liability at \$1,000,000 each accident, \$1,000,000 each disease (employee), and \$1,000,000 each disease (aggregate)

2.18 Marketing/Public Relations/Media Relations

TTD shall provide all marketing, public relations and media relations, although the Contractor is expected to cooperate with and support these efforts. Contractor shall direct all media inquiries to designated TTD management staff.

2.19 Performance Requirements

Contractor shall strive to maximize ridership and on-time performance, while minimizing road calls, collisions, and complaints.

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2.20 Monitoring and Reporting

Contractor shall be entirely responsible for the operation of the project TTD shall establish certain reporting requirements on a monthly/annual basis, and may request performance reports.

APPENDICES

EXHIBIT A – PROPOSAL FORM

Instructions: Complete a cost proposal using a map that divides the service area into zones with the corresponding rate for trips between zones.



Proposer: _____

Signature of Authorized Official: _____

Name and Title of Authorized Official: _____

Date: _____

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Exhibit B – Evaluation Criteria

An Evaluation Team will review and analyze each proposal. Proposals will be evaluated and scored according to the following criteria:

Evaluation Factors	Weight	x	Rating	=	Score
<u>Understanding</u> Proposer demonstrates a thorough understanding of the scope of the project and its role and responsibilities.	20%				
<u>Experience</u> Proposer demonstrates experience with similar service types, scheduling, dispatching and reporting; and has an excellent performance record.	25%				
<u>Technical Capacity</u> Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization, including appropriate personnel.	25%				
<u>Presentation</u> Proposal is organized and responsive to all requirements of the RFP. Proposer exhibits confidence and knowledge regarding the proposed operating services.	10%				
<u>Budget</u> Proposed budget appears to be complete, realistic and cost effective.	20%				
	100%				

TOTAL SCORE	
--------------------	--

Weight x Rating = Score
Total Potential Score: 100

Rating Points Description

100 – Excellent.

Meets all requirements. Reflects significant enhancements or strengths. No offsetting weaknesses.

80 – Very Good.

Meets all requirements. Reflects some enhancements or strengths. Few, if any, offsetting weaknesses.

60 – Good.

Meets all requirements. Strengths and weaknesses, if any, tend to offset one another equally.

40 – Fair.

May contain significant weaknesses, only partially offset by less pronounced strengths. Should meet all minimum requirements, but some areas of doubt may exist.

20 – Poor.

Serious doubt exists about ability to meet minimum needs but may be sufficient. Significant weaknesses without offsetting strengths.

0 – Deficient.

Will not meet minimum needs.

EXHIBIT C – REQUIRED FEDERAL CLAUSES

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: The Lobbying certification must be signed by an Authorized Official of the Proposer and returned with the proposal.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subContractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to

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provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by referenced in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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TERMINATION

a. Termination for Convenience (General Provision) TTD may terminate this contract, in whole or in part, at any time with 60 days written notice to the Contractor when it is in TTD's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to TTD to be paid the Contractor. If the Contractor has any property in its possession belonging to TTD, the Contractor will account for the same, and dispose of it in the manner TTD directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, TTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by TTD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, TTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) TTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to TTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from TTD setting forth the nature of said breach or default, TTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude TTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that TTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by TTD shall not limit TTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) TTD, by written notice, may terminate this contract, in whole or in part, when it is in TTD's interest. If this contract is terminated, TTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, TTD may terminate this contract for default. TTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of TTD.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, TTD may terminate this contract for default. TTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of TTD goods, the Contractor shall, upon direction of TTD, protect and preserve the goods until surrendered to TTD or its agent. The Contractor and TTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of TTD.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as TTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from TTD. In addition, the Contractor may not hold retainage from its subcontractors.

e. The Contractor must promptly notify TTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of TTD.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TTD requests which would cause TTD to be in violation of the FTA terms and conditions.

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that neither the Contractor, its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by TTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of TTD (District Manager). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the District Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the District Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by TTD, Contractor shall continue performance under the contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between TTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which TTD is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by TTD or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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DRUG AND ALCOHOL TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of TTD, or TTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to the Nevada Department of Transportation. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

PRIVACY ACT

(1). The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(2). The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the California Department of Transportation.

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to TTD.

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APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Authorization for Transit Manager to Procure a Fuel Management System for TTD's CNG Fueling Station

Action Requested:

Staff requests the Board authorize the Transit Manager to procure a new fuel management system for the District's Compressed Natural Gas (CNG) fueling facility with a maximum budget of \$50,000.

Background:

TTD's CNG fueling facility became operational in December 2003. Pinnacle constructed the facility and has operated and maintained the facility since inception. The original operations and maintenance contract was for a ten-year period, which ended December 2013 and was extended by mutual agreement through March 31, 2014. Pinnacle has since merged with Trillium and Integrys and the new company is now known as Trillium CNG.

Discussion:

While preparing the CNG station Operations and Maintenance Request for Proposal, staff was advised that the card-reader which allows for fuel management, activity reports, and the acceptance of credit cards is not in compliance with new Payment Card Industry standards. Even if the District were to opt out of accepting credit cards for CNG purchases at the facility, the existing technology is outdated and can no longer be supported by Trillium CNG. Trillium CNG has proposed either a new dispenser with the capability to accept credit and fleet fueling cards for \$90,000 or a new card reader and computer system for \$30,000.

Trillium has expressed a willingness to finance the cost of the new fuel management system at 0% interest by incorporating the cost of the equipment into the monthly management fee over a set number of years, if awarded the Operations and Maintenance contract. However, having this equipment belong to Trillium CNG or any other contractor could put the TTD at a disadvantage with regard to management, oversight and the resolution of any future contract disputes, especially if financed through the winning respondent.

Staff is exploring the cost of the procurement, installation and support of a TTD owned fuel-management system. Staff does not estimate the cost of this equipment to be significantly higher than that proposed by Trillium, but asks the Board for additional flexibility due to the short timeline between being advised of the need for new equipment and the projected start of the new O&M contract which is April 1, 2014.

Work Program Analysis:

Maintaining TTD-owned transit facilities is within the scope of the transit management work program.

Fiscal Impact:

The TTD has been awarded a \$1,000,000 PTMISEA grant for facilities upgrades and improvements. Staff requests authorization to spend up to \$50,000 of these funds for the acquisition of a fuel management system.

Additional Information:

If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.



MEMORANDUM

Date: February 10, 2014
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Update and Discussion on the Tahoe Transportation District's California, Nevada, and Federal Legislative Program

Action Requested:

It is requested the Board receive an update on the District's California, Nevada, and Federal Legislative Program.

Background:

At the February and March 2013 Board meetings, the Board approved the Nevada and California Legislative Action Plans, respectively. These plans included the recognition of Tahoe as an Urbanized Area. By November of last year, Staff reported to the Board the urban designation appeared to be best pursued through a technical amendment at the Federal level.

Discussion:

The District Manager, Mark Watts of Smith, Watts, and Martinez, LLC, and William "Buzz" Harris of WBH Enterprises will present an update to the Board on the state of the District's respective legislative program and what lies ahead for 2014.

Fiscal Analysis:

The revenues for this outreach and advocacy work are programmed over the current fiscal year.

Work Program Analysis:

This project is included in the Work Program. All work associated with this effort continue to be captured under respective elements of the existing Work Program and corresponding allotted staff time.

Additional Information:

If you have any questions or comments regarding this item, please contact Carl Hasty at chasty@tahoetransportation.org or (775) 589-5501.

