TAHOE TRANSPORTATION DISTRICT (TTD)
BUDGET FINANCE COMMITTEE
Meeting Agenda

Tahoe Regional Planning Agency
128 Market Street
Stateline, NV 89449

October 6, 2021
2:00 p.m.

The Tahoe Transportation District Board meeting will be physically open to the public at Tahoe Regional Planning Agency, Stateline, NV 89449 and in accordance with California and Nevada law, Board members may be teleconferencing into the meeting via GoToWebinar. This meeting will be held in accordance with requirements under Government Code section 54953(e) as enacted by California AB-361 and a determination of the Budget Finance Committee to waive certain requirements regarding teleconferencing. Members of the public may observe the meeting and submit comments in person at the above location or via GoToWebinar. **Consistent with the latest CDC guidance and the emergency directive issued by the Governor of Nevada, masks are required for all individuals in indoor public settings**.

To register for the TTD Finance Committee Meeting / TTD Board Meeting go to:
https://attendee.gotowebinar.com/register/3315233584456158224

There is only one registration link for both meetings. After registering, you will receive a confirmation email containing information about joining the webinar.

Members of the public may also provide public comment by sending comments to the Clerk to the Board by email at jallen@tahoetransportation.org. Please note which agenda item the comment pertains to. Comments will be distributed at the Board meeting and attached to the minutes of the meeting. All comments should be a maximum of 500 words, which corresponds to approximately three minutes of speaking time. Comments for each agenda item should be submitted prior to the close of that agenda item.

Any member of the public who needs accommodations should email or call Judi Allen who will use her best efforts to provide reasonable accommodations to provide as much accessibility as possible, while also maintaining public safety in accordance with TTD's procedure for resolving reasonable accommodation requests. All reasonable accommodations offered will be listed on the TTD website at tahoetransportation.org.

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

I. ROLL CALL

II. APPROVAL OF CONDUCT OF MEETING VIA TELECONFENCE PURSUANT TO CALIFORNIA GOVERNMENT CODE 54953(e)
Staff recommend that by motion, the Budget Finance Committee determine that the Governor of California has declared a state of emergency regarding COVID-19 pandemic and that COVID-19 poses an imminent safety risk to Budget Finance Committee Members and other potential attendees of this meeting, and authorize conduct of this meeting and public participation by teleconference pursuant to Government Code section 54953(e).

III. PUBLIC INTEREST COMMENTS

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

IV. DISCUSSION ITEMS

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A.	*For Possible Recommendation:* Review and Acceptance of the District's Financial Statement of Operations through May 31, 2021 (Item III.A.)	**47**
B.	Update on and Ratification of the Renewal of the 2021/22 Nevada and California Workers' Compensation Insurance Policies (Item III.E)	**100**
C.	*For Discussion and Possible Direction:* Information Regarding TTD Financial Reports, Including Active Grants, FY21 General Fund Budget Versus Actual General Fund Mapping for FY22, FY22 Budgeted Personnel Costs and Possible Changes, and Adopted Financial Policies	**1**

V. PUBLIC INTEREST COMMENTS

VI. ADJOURNMENT

TAHOE TRANSPORTATION DISTRICT (TTD)

Special Meeting - Notice of Agenda and Agenda

Tahoe Regional Planning Agency **October 6, 2021**
128 Market Street **3:00 p.m.**
Stateline, NV 89449

This meeting is being called as a special meeting because it is not occurring on the regularly scheduled first Wednesday of the month at 2:00 p.m.

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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
B. Adopt Resolution 2021-002 Authorizing Conduct of Teleconference Meetings of the District Under California Government Code section 54953(e) (for possible action) **Page 42**
C. Approval of Agenda for October 6, 2021
D. Approval of Minutes of August 4, 2021 **Page 44**

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 three 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. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

		Page
A.	*For Possible Action:* Review and Acceptance of the District's Financial Statement of Operations through May 31, 2021	**47**
B.	*For Possible Action:* Ratify a Second Operating Contract Agreement with Incline Village Crystal Bay Visitors Bureau, Truckee North Tahoe Transportation Management Association, Squaw Downtowner, LLC, and Tahoe Transportation District for a Micro-Transit Circulator Pilot Service in Incline Village Crystal Bay During the Fall of 2021	**64**
C.	*For Possible Action:* Approve the Modification of the Conditions of the Board Action of March 2021 for the Acquisition of the Property at 771 Southwood Boulevard, Incline Village, to Change the Awards of Matching Funds from Washoe County to the Regional Transportation Commission of Washoe County and the Nevada Department of Conservation and Natural Resources	**90**
D.	*For Acceptance:* Review and Acceptance of the Quarterly Transit Report for the Fourth Quarter of Fiscal Year 2021	**96**
E.	*For Possible Action:* Update on and Ratification of the Renewal of the 2021/22 Nevada and California Workers' Compensation Insurance Policies	**100**

IV. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

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A.	*For Information and Discussion:* Update and Discussion on the Regional Revenue Consensus Effort with the Regional Government Services Consultant Team	**102**
B.	*For Possible Action:* Award a Contract to Koff and Associates for a Compensation and Classification Study Not to Exceed $68,480 and Authorize the District Manager to Execute a Contract for the Professional Services	**123**
C.	*For Possible Action:* Approval of a Second Addendum to State Route 28 Corridor Operations and Maintenance Interlocal Agreement	**221**
D.	*For Discussion and Possible Direction:* Discussion and Possible Direction on a Draft Policy Requiring a COVID Vaccination as a Condition of TTD Employment	**246**

V. DISTRICT MANAGER REPORT

VI. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

VII. PUBLIC INTEREST COMMENTS

VIII. 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 Allen at (775) 589-5502 or jallen@tahoetransportation.org.

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 Allen at (775) 589-5502 or jallen@tahoetransportation.org.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Information Regarding TTD Financial Reports, Including Active Grants, FY21 General Fund Budget Versus Actual General Fund Mapping for FY22, FY22 Budgeted Personnel Costs and Possible Changes, and Adopted Financial Policies

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Action Requested:
It is requested the Finance Committee review the materials and hear the presentation as information for further discussion and preparation regarding future Board decisions. The materials for review are TTD's Financial Reports including Active Grants, FY21 General Fund Budget versus Actual, General Fund Mapping for FY22, FY22 Budgeted Personnel Costs and possible changes, and the Board adopted Financial Policies. No action is requested.

Fiscal Analysis:
An increase to the General Fund reserve is anticipated at $139,025, as illustrated in the FY21 General Fund budget versus actual report. And a possible decrease to the General Fund if the Board approves hiring a Deputy District Manager and full-time Account Clerk II. Staff has provided a detailed FY22 Budgeted Personnel Chart by Position and Fund, along with an additional chart illustrating the changes should the Board choose to approve the positions at a later date.

There are no impacts in regards to the review of active grants, which includes grant award amount, spent to date and balances; review of the General Fund mapping for the FY22 budget; and review of the Financial Policies.

Work Program Analysis:
If the Board decides to approve a Deputy District Manager and full-time Account Clerk II (at a later time), it would add one and a half full-time equivalent staff hours to the work program and budget.

Background:
The reports are brought forward per the requests at the August 4, 2021 meeting.

Discussion:
The information in the financial reports that were requested should help the Board have a better understanding of TTD's Revenues and Expenses and financial position for the General Fund.

JS/ja F.C. AGENDA ITEM: IV.C.

The Grants Report (pages 1-3 of Attachment A) provides a listing of the many different active or just completed funding programs TTD utilizes. These funding agreements (grants) come with their own scopes, budgets, and timelines. Pending grants for the most part have not been included, as they are in the application / award cycle and have not yet been activated with a notice to proceed from the grantor.

The FY21 Budget to Actual report (pages 4-6 of Attachment A) explains where the swing from the anticipated decrease to increase occurred on the account level. The increase resulted mainly from less staff time being spent on the Regional Revenue efforts, along with transferring allowable personnel costs from the General Fund to grant programs. In addition, COVID 19 effects that were considered at time of FY21 budget preparation and approval had less of an impact on the revenues (Administrative Fees, Rental Car Mitigation Fees), while budgeted expenditures of $20,000 were carried over to FY22 and budgeted travel costs were not incurred.

The mapping of the General Fund's FY22 Budget (page 7 of Attachment A) is additional information that may be helpful when examining the impacts regarding personnel changes or any other choices, including designating funds for Regional Revenue Development efforts targeted for FY23 through FY25.

The FY22's Personnel Costs (pages 8-9 of Attachment A) details the changes by Fund of the approved budgeted personnel costs to the proposed new staffing budget changes.

The adopted TTD Financial Policies (Attachment B) have been provided for Finance Committee familiarization, as there was some discussion last month regarding reserves policy.

Additional Information:
If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 339-1252 or jschmitt@tahoetransportation.org.

Attachments:
A. TTD-Finance Reports
B. TTD Adopted Financial Policies and Procedures Manual

JS/ja F.C. AGENDA ITEM: IV.C.

TTD - Finance Dept.
Active Grants during FY21

FED/STATE	Grant Category	Grant ID	Project Title	Total Funding	Spent to Date	Grant Balance	As of:	
Transit Ops Federal Grants				**15,116,628.00**	**7,812,553.00**	**7,144,736.00**		
Fed	FTA 5307 - FY19	NV-2019-013-00	Transit Ops and Admin	1,430,093.00	557,106.00	872,987.00	30-Jun-21	
Fed	FTA 5307 - FY19	NV-2019-013-00	Transit Capital/Prev Maint	476,697.00	183,795.00	292,902.00	30-Jun-21	
Fed	FTA 5307 - CARES	NV-2018-006-00	Transit Ops and Admin	4,123,700.00	1,885,453.00	2,238,247.00	30-Jun-21	
Fed	FTA 5307 - CARES	NV-2018-006-00	Transit Capital/Prev Maint	1,030,924.00	272,258.00	758,666.00	30-Jun-21	
Fed	FTA 5307 - Orig CMAQ	NV-2018-004-00	Transit Ops and Admin	600,000.00	600,000.00	0.00	30-Jun-21	Transit Ops portion
Fed	FTA 5307 - Orig CMAQ	NV-2021-014-00	Transit Ops and Admin	200,000.00	0.00	200,000.00	30-Jun-21	
Fed	FTA 5311 - NDOT CARES	PR417-20-802	Transit Ops	3,059,452.00	2,116,741.00	942,711.00	30-Jun-21	
Fed	FTA 5311 - NDOT CARES	PR517-19-802	Transit Ops	2,356,539.00	2,197,200.00	0.00	30-Jun-21	Grant Closed 9/30/20
Fed	FTA 5307 - FY20	NV-2021-15-00	Transit Ops and Admin	1,367,316.00	0.00	1,367,316.00	30-Jun-21	
Fed	FTA 5307 - FY20	NV-2021-15-00	Transit Capital/Prev Maint	471,907.00	0.00	471,907.00	30-Jun-21	
Transit CIP Federal Grants				**6,715,573.00**	**87,369.00**	**6,628,204.00**		
Fed	FTA 5310	NV-2019-015-00	Transit American Disabilities Act (ADA)	122,556.00	87,369.00	35,187.00	30-Jun-21	
Fed	FTA 5307 - Orig CMAQ	NV-2018-004-00	Three Proterra Bus Purchase	1,483,047.00	0.00	1,483,047.00	30-Jun-21	
Fed	FTA 5339c - FY17	NV-2019-011-00	Proterra Pus Purchases	850,000.00	0.00	850,000.00	30-Jun-21	
Fed	FTA 5339c - FY18	NV-2021-006-00	Proterra Charging Equip/Mob Hub 1B/ Other Equip and Training	1,500,000.00	0.00	1,500,000.00	30-Jun-21	
Fed	FTA 5339c - FY19	NV-2020-012-00	Proterra Charging Equip	400,000.00	0.00	400,000.00	30-Jun-21	
Fed	FTA 5339c - FY19	NV-2020-012-00	Four Phx Bus Purchases	600,000.00	0.00	600,000.00	30-Jun-21	

FED/STATE	Grant Category	Grant ID	Project Title	Total Funding	Spent to Date	Grant Balance	As of:	
Transit CIP Federal Grants Continued								
Fed	FTA 5339c - FY19	NV-2020-012-00	Clean Transit Fleet Accomodation and Facility Upgrade	1,125,000.00	0.00	1,125,000.00	30-Jun-21	
Fed	FTA 5339 UZA - FY17	NV-2020-004-00	Four Phx Bus Purchases	117,566.00	0.00	117,566.00	30-Jun-21	
Fed	FTA 5339 UZA - FY17	NV-2020-004-00	Phx Charging Equip	14,850.00	0.00	14,850.00	30-Jun-21	
Fed	FTA 5339 UZA - FY17	NV-2020-004-00	Misc Bus Equip	50,013.00	0.00	50,013.00	30-Jun-21	
Fed	FTA 5339 UZA - FY18	NV-2021-007-00	Proterra Pus Purchases	100,032.00	0.00	100,032.00	30-Jun-21	
Fed	FTA 5339 UZA - FY18	NV-2021-007-00	Street Furniture, Benches, Bus Stop Lights	125,000.00	0.00	125,000.00	30-Jun-21	
Fed	FTA 5339 UZA - FY19	Submitted pending FTA	Cameras, Fork Lift, Svc Truck, Replacement CutaWay	227,509.00	0.00	227,509.00	30-Jun-21	
Other CIP Federal Grants				**13,411,378.00**	**10,165,650.35**	**3,224,108.63**		
Fed	Congestive Mitigation Air Quality (CMAQ)	STPLN-6478(005) Z400	CIP - US 50	1,041,000.00	438,865.95	602,134.05	30-Jun-21	
Fed	State Block Grant (STBG)	STPLN-6478(005) Z230	CIP - US 50	5,274,000.00	2,798,873.26	2,475,126.74	30-Jun-21	
Fed	Highway Infrastrcture Pgr (HIP)	STPLN-6478(005) Z905	CIP - US 50	561,961.00	561,961.00	0.00	30-Jun-21	
Fed / State	ATP	ATPL-6478(003)	CIP - Fanny Bridge	4,900,000.00	4,753,152.16	146,847.84	30-Jun-21	
Fed	State Block Grant (STBG) Caltrans	STPLNI-6478(007)	CIP - Recreational Travel	250,000.00	250,000.00	0.00	30-Jun-21	Grant Closed 4/30/21
Fed	State Block Grant (STBG) NDOT	PR130-18-063	CIP - Recreational Travel	1,093,962.00	1,072,342.98	0.00	30-Jun-21	Grant Closed 12/31/20 Remaining balance of $21,619.02 new app submitted and pending
Fed	Value Parking Pilot Pgm	P533-15-603	CIP - VPPP (PS Parking)	290,455.00	290,455.00	0.00	30-Jun-21	Grant Closed 05/31/21

FED/STATE	Grant Category	Grant ID	Project Title	Total Funding	Spent to Date	Grant Balance	As of:	
State/Local Grants				**3,683,625.40**	**2,683,715.19**	**972,847.39**		
TDA STA SGR FY20 Balance to FY21			TO - Prev Maint	95,485.78	95,485.78	0.00	30-Jun-21	Grant Closed 09/30/20
TDA STA SGR FY21			TO - Prev Maint	101,913.88	101,906.90	6.98	30-Jun-21	
TDA LTF/STA FY20 Balance to FY21			TO - Tops	147,438.24	147,438.24	0.00	30-Jun-21	Grant Closed 09/30/20
TDA LTF/STA FY21			TO - Tops	1,269,422.00	353,888.42	915,533.58	30-Jun-21	Pending YR end entries
Low Carbon Transit Ops Pgm (LCTOP)			Farebox Replacement	201,652.00	201,652.00	0.00	30-Jun-21	Grant Closed 2/28/21 incl addtl $19.30 interest
Prop 1B			Engine Replacements	256,962.34	229,655.51	27,306.83	30-Jun-21	
Prop 1B			Bijou Shelter/LTCC	31,574.05	31,574.05	0.00	30-Jun-21	Grant Closed 12/31/20
Washoe County Bond			NV Bikeway - Parking Lots	1,073,863.33	1,043,863.33	30,000.00	30-Jun-21	
Conservancy			Caltrans Yard	354,000.00	326,937.18	0.00	30-Jun-21	Grant Closed 08/31/20
Mariner Air Quality			NV Bikeway PS Parking Lot	115,518.78	115,518.78	0.00	30-Jun-21	Grant Closed 05/31/21 incl addtl $508.39 interest
Tahoe Metropolitan Planning Organization			SR 89 Corridor	35,795.00	35,795.00	0.00	30-Jun-21	Grant Closed 9/30/20

TTD-Finance Dept.
FY21 Budget vs Actual - Preliminary June 30, 2021

Name	FY21 Budget	FY21 Actual (Prelim June 30)	Variance	Explanation
Revenues				
Administrative Fee Revenue	(71,000.00)	(84,912.72)	(13,912.72)	Higher PS Revenue (10% comes to TTD)
Rental Car Mitigation Revenues	(60,000.00)	(115,252.50)	(55,252.50)	Anticipated lower due to COVID and "Stay at Home" Orders
Miscellaneous Revenues	0.00	(1,151.66)	(1,151.66)	State of CA sent Unclaimed Property Ck
Contributions	(100,000.00)	(75,000.00)	25,000.00	LTCC $25K less - COVID
Interest Revenue	(120.00)	(65.28)	54.72	
TOTAL REVENUES	(231,120.00)	(276,382.16)	(45,262.16)	
EXPENSES				
Personel				
Salaries & Wages	224,075.00	189,664.90	(34,410.10)	
Admin/Vac/Sick	33,482.00	33,359.99	(122.01)	
Allowance	0.00	3,419.33	3,419.33	
Medicare	3,735.00	3,205.04	(529.96)	
SUTA-NV	1,145.00	461.98	(683.02)	
SUTA-AZ	0.00	66.25	66.25	
Soc Security Replacement Plan	20,605.00	18,051.77	(2,553.23)	
FICA	0.00	49.42	49.42	
Retirement	10,302.00	9,025.86	(1,276.14)	
Health Insurance	36,232.00	31,341.40	(4,890.60)	
Dental Insurance	2,507.00	2,000.22	(506.78)	
Life/STD Insurance	655.00	545.94	(109.06)	
Vision Care Insurance	497.00	390.12	(106.88)	
Workers Compensation	2,441.00	2,187.58	(253.42)	
Allocated Personnel Costs	0.00	(15,382.84)	(15,382.84)	
Total Personel	335,676.00	278,386.96	(57,289.04)	Less time charged to Rec Travel than budgeted. Budgeted 86K, Transferred to CIP Grants $21,508, Addtl Spent in General Fund $7,369, Resulting in Savings $57,123

Name	FY21 Budget	FY21 Actual (Prelim June 30)	Variance	Explanation
Operating				
Contract Services	30,000.00	0.00	(30,000.00)	Rec Travel Consultant carried $20K over to FY22
Repair and Maintenance	500.00	0.00	(500.00)	
Insurance	22,434.00	23,035.34	601.34	
Reproduction & Printing	1,184.00	646.78	(537.22)	Less Business Cards, Envelopes Etc needed than anticipated
Rent / Lease	45,445.00	45,472.37	27.37	
Rent Meeting Room	1,000.00	100.00	(900.00)	Board Meetings not in person due to COVID
Telephone	13,560.00	12,603.13	(956.87)	
Equipment - Non Transferred	6,000.00	837.87	(5,162.13)	New Computers not needed
Supplies	19,652.00	16,541.72	(3,110.28)	Less people in office = less supplies needed due to COVID
Advertising & Public Relations	2,100.00	200.00	(1,900.00)	Did not renew Thomas and Urban Positions
Postage	375.00	364.00	(11.00)	
Subscrpt, Publictns & Dues	26,865.00	11,949.06	(14,915.94)	Office 365 and financial software NAV moved to cloud in late May
License & Permits	0.00	238.71	238.71	
Professional Services	66,590.00	50,459.85	(16,130.15)	NAV upgrade of $15K rolled into FY22, Est $3300 for Facilitations thru June (Pending Invoice)
Legal Services	45,000.00	27,074.17	(17,925.83)	No addtl services (Lawsuits/Settlements etc)
Auditing Services	35,000.00	31,700.00	(3,300.00)	Higher Bal for remaining FY21 contract rolled into FY22 Budget
Bank Fees	1,000.00	400.00	(600.00)	No increase to LOC Renewal
Transit Op Mgmt: North Shore	12,000.00	20,000.00	8,000.00	20% of RCMF up to $20K, budgeted low due to COVID "stay at home"
Training	10,800.00	680.00	(10,120.00)	Restricted by COVID
Travel - Per Diem	8,500.00	0.00	(8,500.00)	Restricted by COVID
Travel - Commercial Air	2,000.00	0.00	(2,000.00)	Restricted by COVID
Travel - Auto	2,460.00	100.25	(2,359.75)	Restricted by COVID
Events	3,575.00	356.54	(3,218.46)	Restricted by COVID
Miscellaneous Expenses	7,083.00	2,181.53	(4,901.47)	Contingency not needed for FY21
Admin Support Fees (ICAP)	(435,166.00)	(402,005.91)	33,160.09	Less CIP and TO ICAP Transfers (TO less in part due to Proll), CIP not all the grants anticipated were either awarded or turned on.
Interest	2,450.00	140.01	(2,309.99)	Lower LOC needs
Modified Business Tax	12,000.00	7,480.23	(4,519.77)	Less TO EE's than anticipated

Name	FY21 Budget	FY21 Actual (Prelim June 30)	Variance	Explanation
Continued Operating				
Other Taxes	0.00	0.00	0.00	
Total Operating Excl Personnel	(57,593.00)	(149,444.35)	(91,851.35)	
Other Funding Sources				
Transfer Out - Exp	**2,486.00**	**8,415.00**	**5,929.00**	NDOT Rec Travel Grant Match.
TOTAL EXPENSES	**280,569.00**	**137,357.61**	**(143,211.39)**	
Decrease\(Increase) to FundBal	**49,449.00**	**(139,024.55)**	**(188,473.55)**	
Beginning Fund Balance				
Unrestricted	(688,788.84)	(688,788.84)	0.00	
Assigned	(45,000.00)	(45,000.00)	0.00	
Ending Fund Balance (Before Reconciling GFA Accounts)	(684,339.84)	(872,813.39)	188,473.55	

TTD-Finance Dept.
FY22 General Fund Budget - Mapping

NAME	Budgeted Amount	1.1 Board Relations, Plicy Meetings, Community Relations	1.2 Work Program & Budget Development and Management	1.3 Report/Coordinate with TMPO and Federal Highways	2.2 CIP Development & Management	2.5 Fiscal Administration & Controls, Risk Management,	2.7 Human Resources	4.2 Manage TTD Vehicle Insurance Claims	5.2 Legislative / Association Coordination / Development
EXPENSES									
Personnel	261,046	36,041	47,153	7,746	29,841	92,075	48,190		
Contract Services	20,000								20,000
Repair and Maintenance	500					500			
Insurance	24,212							24,212	
Reproduction & Printing	500					500			
Rent / Lease	45,742					45,742			
Rent Meeting Room	1,600	1,600							
Telephone	14,102					14,102			
Supplies	17,243					16,743	500		
Advertising & Public Relations	1,500					500	1,000		
Postage	375					375			
Subscrpt, Publictns & Dues	15,000				15,000				
License & Permits	500					500			
Professional Services	69,000					61,900	7,100		
Legal Services	45,000					40,000	5,000		
Auditing Services	36,400					36,400			
Bank Fees	500					500			
Transit Op Mgmt: North Shore	20,000					20,000			
Training	8,500					7,500	1,000		
Travel - Per Diem	6,500						500		6,000
Travel - Commercial Air	4,500								4,500
Travel - Auto	4,060					2,560	1,500		
Events	1,500						1,500		
Miscellaneous Expenses	9,500					9,500			
Admin Support Fees (ICAP)	(428,229)					(428,229)			
Interest	1,500					1,500			
Modified Business Tax	12,000					12,000			
Transfer Out - (Exp)	12,118								12,118
TOTAL EXPENSES	**205,169**	**37,641**	**47,153**	**7,746**	**44,841**	**(65,332)**	**66,290**	**24,212**	**42,618**

Revenues	**205,370**	**Revenues**		
		Admin Fees	55,250	
Projected Fund Increase	**201**	RCMF	100,000	20,000 **No Shore Transit Mgmt**
		Contributions	50,000	
		Interest	120	
		Total	**205,370**	

TTD-Finance Dept.
FY22 Personnel by Position & Fund
Orig Budget

	Total	General	CIP	Transit	PS	GFA
District Manager	202,852	53,151	105,327	43,886	488	
Deputy District Manager	0					
Executive Assistant	104,177	44,520	23,807	32,804	3,046	
Capital Program Manager	141,595	11,787	121,366	0	8,442	
Capital Program Specialist (Thomas)	0	0	0	0	0	
CFO	130,756	61,292	11,315	55,320	2,829	
Controller	95,577	8,615	4,936	78,212	3,814	
Project Coordinator (Urban)	0	0	0	0	0	
Account Clerk	17,056	883	120	16,053	0	
Transportation Program Manager	142,221	0	13,675	128,546	0	
Transit Accountant	84,399	3,029	0	81,370	0	
Payroll Accountant	79,553	32,391	0	47,162	0	
Human Resources Manager	119,933	45,378	0	74,555	0	
PS Parking Ambassadors	46,971	0	0	0	46,971	
Dispatch	248,686			248,686		
Drivers	1,551,073			1,551,073		
Fleet & Facilities Manager	120,208			120,208		
Info Officer	60,328			60,328		
Maintenance	441,772			441,772		

TTD-Finance Dept.
FY22 Personnel by Position & Fund
Possible Revised Budget pending Deputy, Account Clerk II

		Total	General	CIP	Transit	PS	GFA
	District Manager	202,852	53,151	105,327	43,886	488	
Pending Deputy Approval Oct - June	District Manager shifting of $'s	0	108,740	(81,043)	(27,697)		
Pending Deputy Approval Oct - June (75%)	Deputy District Mgr	139,838	53,837	53,837	32,164		
	Executive Assistant	104,177	44,520	23,807	32,804	3,046	
Pending	Exec Assist to Account Clerk II	(47,850)	(18,021)	(11,904)	(16,402)	(1,523)	
Pending	Exec Assist addtl GF for Board/DM	47,850	47,850				
	Capital Program Manager	141,595	11,787	121,366	0	8,442	
	Capital Program Specialist (Thomas)	0	0	0	0	0	
	CFO	130,756	61,292	11,315	55,320	2,829	
	Controller	95,577	8,615	4,936	78,212	3,814	
	Project Coordinator (Urban)	0	0	0	0	0	
Actual thru July	Account Clerk	17,056	883	120	16,053	0	
Pending Oct - June (75%)	FT Account Clerk II	46,027	7,600	4,754	29,273	4,400	
	Transportation Program Manager	142,221	0	13,675	128,546	0	
	Transit Accountant	84,399	3,029	0	81,370	0	
	Payroll Accountant	79,553	32,391	0	47,162	0	
	Human Resources Manager	119,933	45,378	0	74,555	0	
	PS Parking Ambassadors	46,971	0	0	0	46,971	
	Dispatch	248,686			248,686		
	Drivers	1,551,073			1,551,073		
	Fleet & Facilities Manager	120,208			120,208		
	Info Officer	60,328			60,328		
	Maintenance	441,772			441,772		

TTD-Finance Dept.
FY22 Personnel by Position & Fund
Orig Budget

	Total	General	CIP	Transit	PS	GFA
Fleet & Facilities Supervisor	85,379			85,379		
Transit Ops Specialist	73,501			73,501		
Parts Clerk	116,690			116,690		
Road Supervisor	345,985			345,985		
Safety & Training Coordinator	98,249			98,249		
Transit Operations Manager	121,983			121,983		
Transit Planner/ Analyst	99,286		4,706	94,580		
Asst Transit Planner	81,795			81,795		
Facility Techs	230,602			230,602		
Parking Attendants	16,618			16,618		
Accrued Absences	32,500			25,000		7,500
	4,889,745	261,046	285,252	4,270,357	65,590	7,500

Choice between Deputy District Mgr, Regional Revenue $250K (Beginning in FY23) or Neither.

TTD-Finance Dept.
FY22 Personnel by Position & Fund
Possible Revised Budget pending Deputy, Account Clerk II

		Total	General	CIP	Transit	PS	GFA
	Fleet & Facilities Supervisor	85,379			85,379		
	Transit Ops Specialist	73,501			73,501		
	Parts Clerk	116,690			116,690		
	Road Supervisor	345,985			345,985		
	Safety & Training Coordinator	98,249			98,249		
	Transit Operations Manager	121,983			121,983		
	Transit Planner/ Analyst	99,286		4,706	94,580		
Approved							
8/4	**TRANSIT PLANNER/ANALYST**	**101,795**			**101,795**		
	Facility Techs	230,602			230,602		
	Parking Attendants	16,618			16,618		
	Accrued Absences	32,500			25,000		7,500
		5,095,611	461,052	250,897	4,307,695	68,467	7,500

	Total	General	Cip	TO	PS
Difference Between Orig Personnel Budget and proposed changes	205,866	200,006	(34,355)	37,338	2,877
25% Of Annual Deputy	46,612	17,946	17,946	10,720	0
25% of Annual Asst Clerk II	15,342	2,532	1,585	9,758	1,467
Fund changes based on 100% of Addtl or Reclassed Positions	267,820	220,484	(14,824)	57,816	4,344

Tahoe Transportation DISTRICT

Connecting our communities

FINANCIAL POLICIES AND PROCEDURES MANUAL

Adopted: April 13, 2018
Revised: May 3, 2021

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Statement of General Financial Policies

The following Statement of General Financial Policies sets the context for Tahoe Transportation District's (TTD) Financial Policies and Procedures Manual. These Policies are established to see that TTD's finances are managed in a manner which will achieve the following:

- Continuity in providing for the delivery of quality service
- Maintain and enhance service delivery
- A balanced budget annually assuring that TTD is always operating within its means, and
- To the extent practical and possible, establish reserves necessary to meet known and unknown future obligations.

To achieve these goals, the following Financial Policies are organized under General, Revenue, Cost of Services, Reserve, Expenditure, Budgeting, Grants Management, Debt, Disadvantaged Business Enterprise, Capital Improvement, and Financial Staffing, Accounting System, Standards and Financial Reporting Policy Statements.

Specific policies and procedures have been established to guide the more complicated areas of need.

POLICIES

General Policies

- TTD will manage its financial assets in a sound and prudent manner. It will inventory all real or personal property assets valued over $5,000. TTD will inventory real or personal property assets valued under $5,000 on a case-by-case basis, if it determines that the asset merits inventory control. TTD will capitalize all assets acquired consistent with the Governmental Accounting Standards Board (GASB) pronouncements.
- TTD will maintain sound financial practices in accordance with national accounting standards and California and Nevada state laws. It will direct its financial resources toward meeting TTD's long-term goals.
- TTD will maintain and further develop programs to assure its long-term ability to pay all the costs necessary to provide the level and quality of service required by regional residents and visitors.
- TTD will maintain accounting systems in conformance with generally accepted accounting principles and GASB. Accounts will be audited by an outside independent auditor annually.
- TTD will establish and maintain investment policies in accordance with Nevada state laws that stress safety and liquidity over yield.

Revenue Policy

Consistent with prudent fiscal practices, TTD will:

- Strive to develop and maintain a diversified and stable revenue base that is not overly dependent on any revenue type or restricted revenue.
- Aggressively pursue revenue collection and auditing to assure that moneys due to TTD are accurately received in a timely manner.
- Seek full cost reimbursement including overhead for any Federal and State grants and mandated cost reimbursements whenever possible.
- Investigate potential new revenue sources where appropriate and as needed to support TTD operations.
- Work proactively with the regional stakeholders and local communities to monitor legislation that may impact TTD financially.
- Impose service fees when appropriate and will avoid targeting general revenues for specific purposes whenever possible.
- Prepare and present periodic financial reports of actual revenue received, expenses incurred, and provide information on the status of TTD's financial condition to TTD's Board of Directors.
- Maintain and further develop methods to track major revenue sources and evaluate financial trends.
- Establish methods to maximize the accuracy of revenue forecasts.

Cost of Service Policy

To qualify for Transportation Development Act (TDA) funds, TTD must meet a specific farebox recovery standards set forth by TDA. TTD calculates farebox recovery rate as a ratio of passenger fares and program revenue to eligible operating costs. TTD's current farebox recovery rate is targeted at 15%.

TTD's general fare polices are as follows:

- Fares are paid for each one-way trip. Exact fare is required; drivers carry no cash and are unable to provide change.
- Regional day passes, regional monthly passes and the 10- and 20-ride passes can be used on any South Shore or Valley and Lake Express route.

- The $3.00 Demand Response fare is only available to passengers who qualify for the service.
- Any fare changes must be advertised and accompany a 14-day public comment period, with the TTD Board making the final determination (See complete Public Participation for Fare Increases and Major Service Reductions policy).
- Cashboxes from the electronic fareboxes will be collected on Monday and Thursdays, cash will be counted on Tuesdays and Fridays, and the armored car pickups will occur on Wednesday and Monday mornings. This protocol is subject to change based on operational needs. (See current Genfare Policies and Procedures policy.)
- Cash pass sales are received at the Stateline Transit Center, Y-Transit Center and TTD's executive offices. The cash and passes are reconciled daily and whenever cash is over $2,000 collectively or at the end of month, a bank deposit is completed and driven to Nevada State Bank. This protocol is subject to change based on operational needs. (See current Standard Operating Procedure – Cash and Pass Handling procedure.)

Reserve Policy

TTD will establish, dedicate, and maintain reserves annually to meet known and estimated future obligations.

- TTD will establish Specific Reserve Accounts and diligently work to fund them at the levels indicated below. These include, but are not limited to, designated reserves for the following:
  - Unfunded leave liability – target 100% of liability
  - Transit operating contingencies with a target equal to three months of transit operational costs
  - Capital replacement contingencies with a target equal to annual depreciation
  - Liability Insurance deductible/self-insured retention as needed.
  - Foreseeable future liabilities.
  - Any other reserves mandated by statute or loan covenants.
  - TTD may establish reserves for operating cash flow purposes as needed.

Expenditure Policy (See complete Procurement Manual)

- TTD will establish efficient, consistent procedures for the procurement of supplies, equipment, and services including professional services and, when needed, construction services.

- TTD will procure these items/services with the quality and the capability needed and at the lowest cost possible.
- TTD will exercise control over purchases to assure that they are both budgeted and authorized.
- TTD will encourage full and open competition on all procurements.

Budgeting Policy

- TTD shall maintain a structurally balanced budget, where revenues equal or exceed expenditures.
- TTD shall prepare an annual budget that is presented to the Board for adoption 60 days prior to the beginning of the fiscal year.
- Budgets will be prepared in accordance with generally accepted accounting principles using the modified accrual basis of accounting for the governmental funds and full accrual basis of accounting for the proprietary fund(s).
- The level of budgetary control (the level at which expenditures cannot legally exceed the appropriated amount) is established at the fund level.
- The Chief Financial Officer (CFO) shall submit regular operating reports to TTD's Finance Committee comparing actual revenues and expenditures with budgeted revenues and expenditures.
- Board approval is required for 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.

Grant Management Policy

- TTD shall pursue all grant opportunities; however, before accepting grants, TTD will consider the current and future administration, operating requirements, and implications of either accepting or rejecting the monies.
- All grant awards received by TTD involving Federal Transportation Administration (FTA) funds are subject to the Uniform Guidance (2 CFR § 200 et seq.), in addition to agency-specific regulations, including the determination of allowable costs and the factors affecting the allowability of costs as stated in *2 CFR Part 200 Subpart E.*
- Grant awards received outside FTA will comply with the awarding agency's-specific regulations.

- All grant applications require the signature of TTD's District Manager who has the authority to bind TTD to the terms and conditions of the grant awards.
- All grants must fall under the annual Board adopted Fiscal Year Work Elements. If the grant falls outside the approved Work Elements, the Work Elements must be amended with budget revisions provided and submitted to the Board for approval.
- All grants must be tracked within the financial software with a unique funding code.
- All grant expenditures incurred from outside vendors will use TTD's procurement policies which conform to applicable federal law or state and local requirements. Purchases made with FTA funding will adhere to the procurement standards covered in 2 CFR § 200 et seq., including 2 CRF §§200.317 – 200.326.
- TTD will follow equipment requirements detailed in TTD's Capital Assets Manual on all grant-funded equipment.
- Reimbursement requests must be submitted per the grant agreement requirements (usually monthly).
- All reimbursement requests will be reconciled between the amount requested and the financial general ledger to prevent duplication and over-billing.
- Any contributions received under a grant-funded project, including program income and in-kind contributions, can be accepted as part of TTD's cost sharing or matching requirement.
- Grant reporting will be in compliance with the grant requirements.
- TTD's record retention for all grants is based on the grant requirements.
- All employees and public officials shall strive to uphold TTD's Code of Ethics, as adopted by the TTD Board.

Debt Policy

- TTD will limit the use of short-term borrowing (line of credit) in the support of routine operational costs to meet temporary cash flow needs in anticipation of grant revenues.
- TTD will limit long-term borrowing to capital improvements or projects that cannot be financed from current revenues. In the case of capital improvements, such debt is limited to facilities for transit operations, staff housing, and equipment, and shall be subject to annual appropriations by TTD.
- When capital projects are financed, TTD will amortize the debt within a period not to exceed the expected useful life of the project.
- TTD will limit the debt ratio (debt guaranteed by the General Fund) to 10%. The debt ratio is calculated by the relationship between the annual debt cost and the General Fund Revenue.

- TTD will not use long-term debt for current operations.
- TTD may enter into capital leases for equipment provided those leases include appropriate clauses limiting obligations (e.g. at-will termination clause) past the current fiscal year and subject to available funding.
- Inter-Fund loans may be used for cash-flow purposes.

Disadvantaged Business Enterprise (DBE) (See complete DBE Program Plan)

- TTD is a recipient of federal financial assistance and it must administer a DBE Program as approved by Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). TTD is not required to submit regular updates to the program plan; however, TTD will submit significant changes to the DBE Program for prior approval. The update will supplement or amend TTD's approved DBE Program Plan.
- For funding received through FTA Urbanized Area Formula Program Grants pursuant to 49 U.S.C. Chapter 53, Section 5307, TTD has adopted a 2.1% overall DBE race neutral goal for fiscal years 2018 through 2020. The goal is based on evidence of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on federal-aid transit projects. TTD is not required to set a DBE goal for funding received from California or Nevada DOT's; however, it must assist the DOT's in achieving their DBE goal whenever possible.
- The Board of Directors has delegated responsibility for developing, implementing, and monitoring the daily operations of the DBE Program to the DBE Liaison Officer (DBELO) at TTD. The Board of Directors expects all TTD personnel will adhere to the provisions in the Plan and to the spirit of the DBE Program.
- The DBELO is responsible for implementing all aspects of the DBE Program and collaborates with appropriate officials, to comply with the provisions of 49 CFR Subtitle A, Part 26. The DBELO has direct, independent access to the TTD District Manager concerning DBE Program matters.

Capital Expenditure Policy (See Asset Management Manual)

- TTD has adopted a Fixed Asset Program in accordance with the principles established by GASB Statement No. 34. The annual value of such assets is reported in the Comprehensive Annual Financial Report, as prepared by independent auditors.
- TTD will track federal assets' cost, depreciation, and the disposal of the asset in accordance with applicable regulations. Assets which will be depreciated have been categorized and assigned a depreciation life.

- As used in this Policy, a fixed asset is defined as real or personal property that has a fully functioning unit acquisition cost of $5,000 or greater, and a useful life of more than one (1) year.
- Fixed assets are assigned a useful life appropriate to that asset. Land has an unlimited useful life and is not subject to the provisions of this section ("Capital Expenditure Policy") of the Policy. The cost of an asset is capitalized using the straight-line method over the useful life of the asset.
- Asset tags are assigned to all items that are sensitive, portable or prone to theft. Asset tags are not issued when impractical or impossible.
- A physical inventory will be conducted quarterly for all inventory assets (maintenance parts) and annually on Fleet and Facilities.
- Staff will regularly review inventory to identify surplus property. If the surplus property was purchased with federal funds, the Finance Department must verify in writing that there is no federal interest remaining prior to the disposal. Staff shall arrange to dispose of surplus property by sale, lease, transfer, exchange donation or other disposal method. The District Manager can approve of the disposal of assets valued at $25,000 or less. The Board must approve the disposal of surplus property valued at more than $25,000.

Financial Staffing, Accounting System, Standards and Financial Reporting Policies

- TTD's financial recruitment process includes verifying that the position(s) is in budget, selecting a recruitment campaign, advertising the job description including duties, skill/knowledge requirements and salary range, screening potential applicants, hiring and integrating the new employee to TTD. Current positions include Chief Financial Officer, Transit Accountant, Payroll Specialist, Procurement Contracts Analyst and Account Clerk (See Job Descriptions). All job descriptions, duties, skill/knowledge requirements, salary range, etc. are subject to change dependent on operational needs and/or up to the District Manager's discretion.
- TTD shall strive to pay competitive market rates of salaries, wages and benefits to its employees.
- TTD will conduct annual performance reviews. The review will be conducted by the employee's supervisor. (See Employee Handbook and Organization Chart).
- All employees will complete compliance training, i.e., harassment, discrimination, ethics, workplace violence, etc. Upon hire, employee will begin training with other staff to learn the processes assigned to them. Additional training is budgeted for employees to

attend trainings specific to their job duties, i.e., grant trainings, fundamentals of payroll training, leadership training.

- TTD's accounting and reporting system shall demonstrate the following characteristics:
    1. Reliability, accuracy, consistency, timeliness, efficiency, responsiveness; and
    2. Be in conformance with all legal requirements
- TTD's accounting system and its financial reporting practices shall be maintained in such a way as to conform to generally accepted accounting principles (GAAP) and with the requirements of the GASB.
- TTD shall provide for an independent annual audit of its financial statements, by a qualified Certified Public Accounting firm. Each annual audit must be concluded and the auditor's report submitted to the TTD Board no later than six months after the close of the fiscal year.
- TTD shall publish the auditor's report together with the financial statements in a Comprehensive Annual Financial Report prepared within the format and guidelines of the Government Finance Officers Association. The auditor's report will be presented in a public meeting of the TTD Board, held not more than 30 days after the report is submitted to TTD. The General Purpose Financial Statements prepared by TTD and the auditors shall include, but are not limited to:
    1. An explanation of the nature of the reporting entity
    2. A management's discussion of the financial results of the activities conducted by TTD
    3. Comparison of actual activity to final budget
    4. Disclosure of short and long term liabilities of TTD
    5. Capital assets reporting
    6. Single Audit Findings
    7. Historical financial, statistical, and demographic data

  It is TTD's objective that the financial statements receive an unqualified opinion from the independent auditors each year.
- TTD backs-up the accounting system on a daily basis both on its server and in its IT Contractor's cloud.
- Account Receivables (AR) due to TTD are recorded in accordance with GAAP and collection of delinquent accounts pursued in accordance with TTD policies. All AR balances must be received at least 180 days after the last day of the fiscal year or the revenue will be re-classed to either liabilities or Bad Debt expense.
- TTD's Finance Department will ensure the proper record-keeping process for accounting by maintaining the chart of accounts of the general ledger and assigning dimensions to

transactions. Accounts are arranged in the same sequence in which they appear in the financial statements and are summarized as follows:

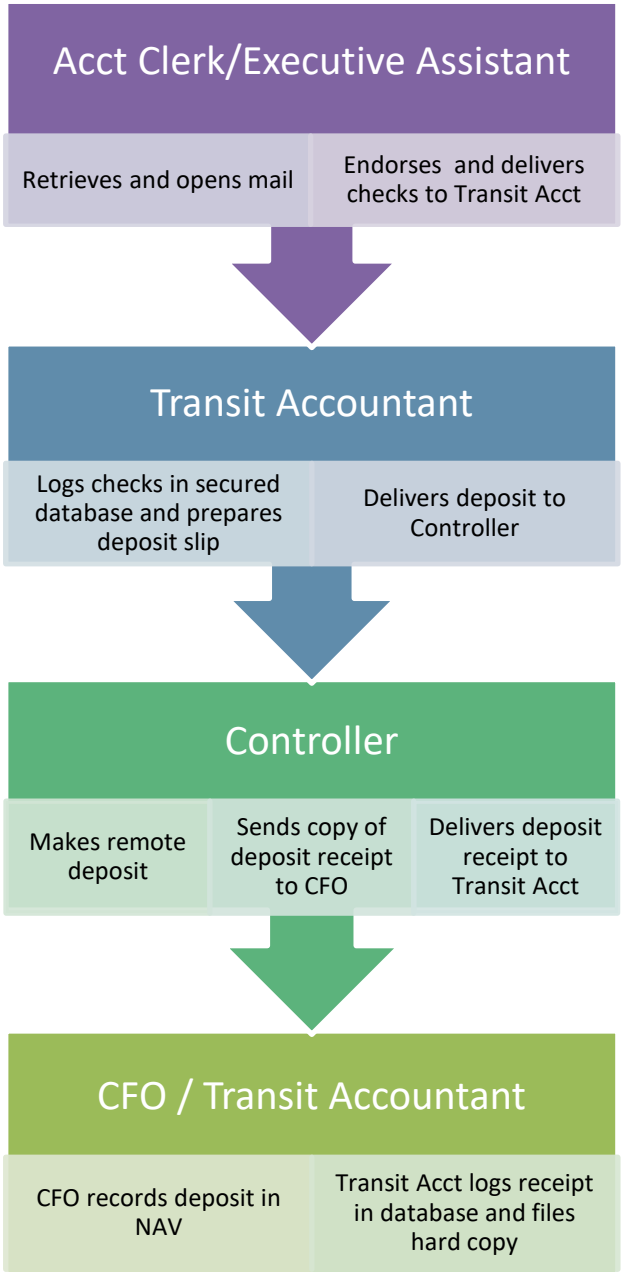
1000 – Asset Accounts
2000 – Liability Accounts
3000 – Fund Balance Accounts
4000 – Revenues
5000 – Personnel Expenses
6000 – Operating Expenses
7000 – Capital Outlay
8000 – Interest and Tax Expenses
9000 – Other Financing Sources

A "dimension" is the term used in TTD's financial software "Microsoft Dynamics NAV" (NAV) to define an analytical category and is used to group or categorize data. The mandatory dimensions for all income and expense transactions include Business Fund Type, Funding Source, and Work Element. Project Number, Phase ID, and Vendor/Customer dimensions are required for all project transactions, Department and Route dimensions are used in the timekeeping system for some TTD employees that work in transit operations, and Bus Numbers are required to record maintenance work orders. For the balance sheet accounts, only the Business Fund Type is required.

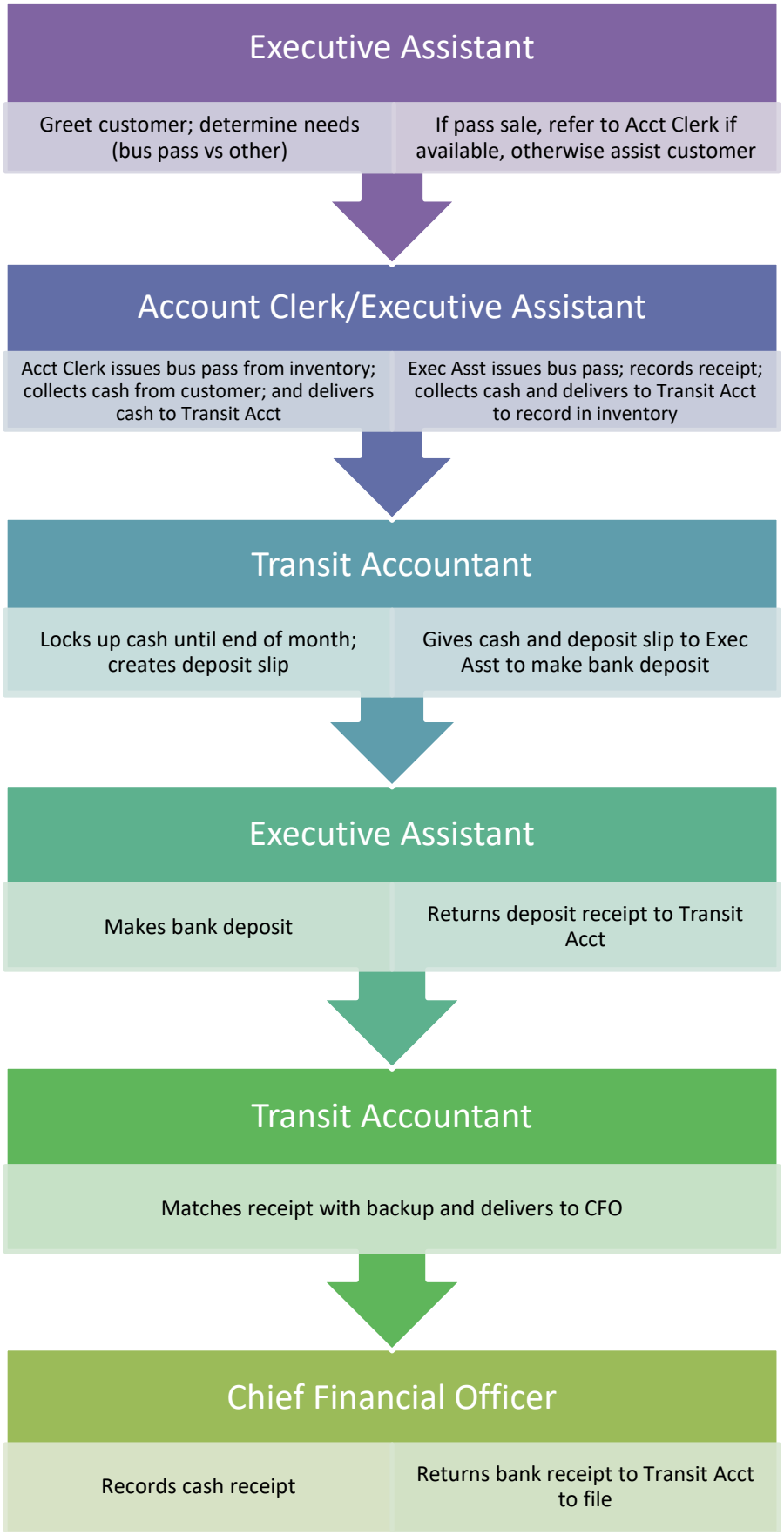
- "Internal Controls" are financial management practices that are systematically used to prevent misuse and misappropriation of assets, such as theft or embezzlement. Internal controls describe the procedures that TTD follows, as well as who is responsible. The goal of internal controls is to create business practices that serve as "checks and balances" on staff or outside vendors in order to reduce the risk of misappropriation of funds or assets. The following flow charts summarize TTD's levels of delegation of authority and segregation of duties and TTD's internal controls.

APPENDIX A

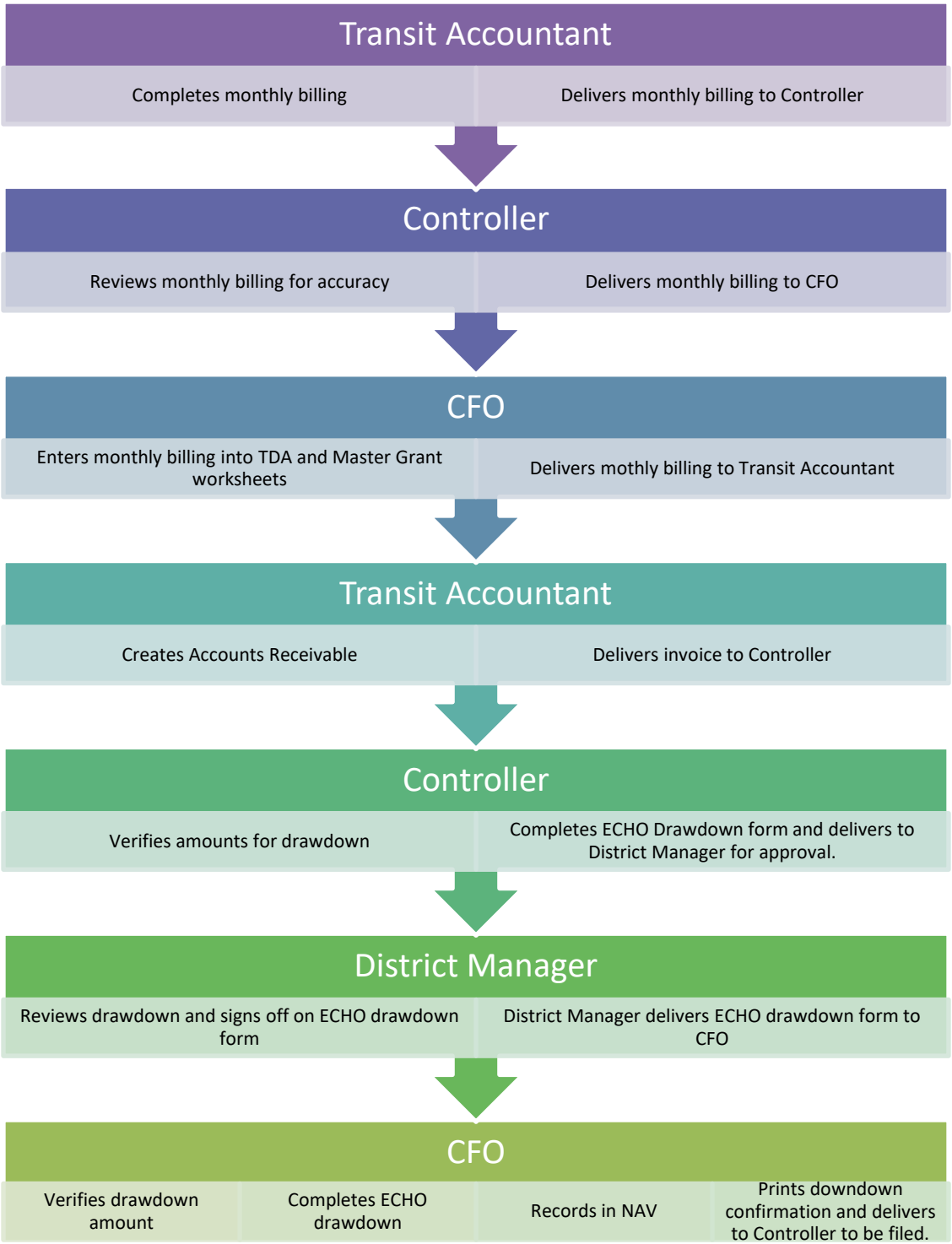
Cash Receipts – Checks



Cash Receipts – Cash (Eff. April 12, 2020-transit is free)

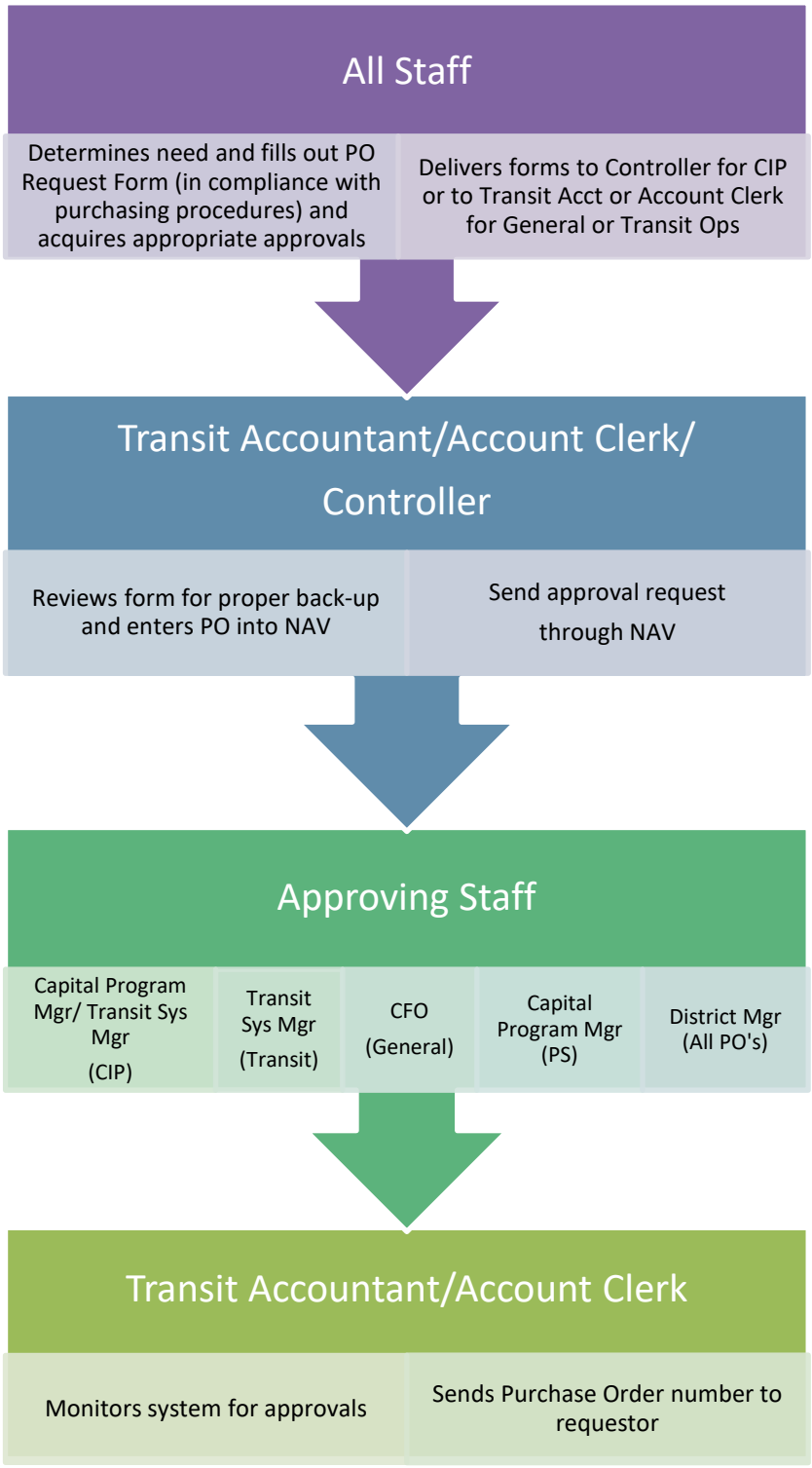


ECHO Drawdowns

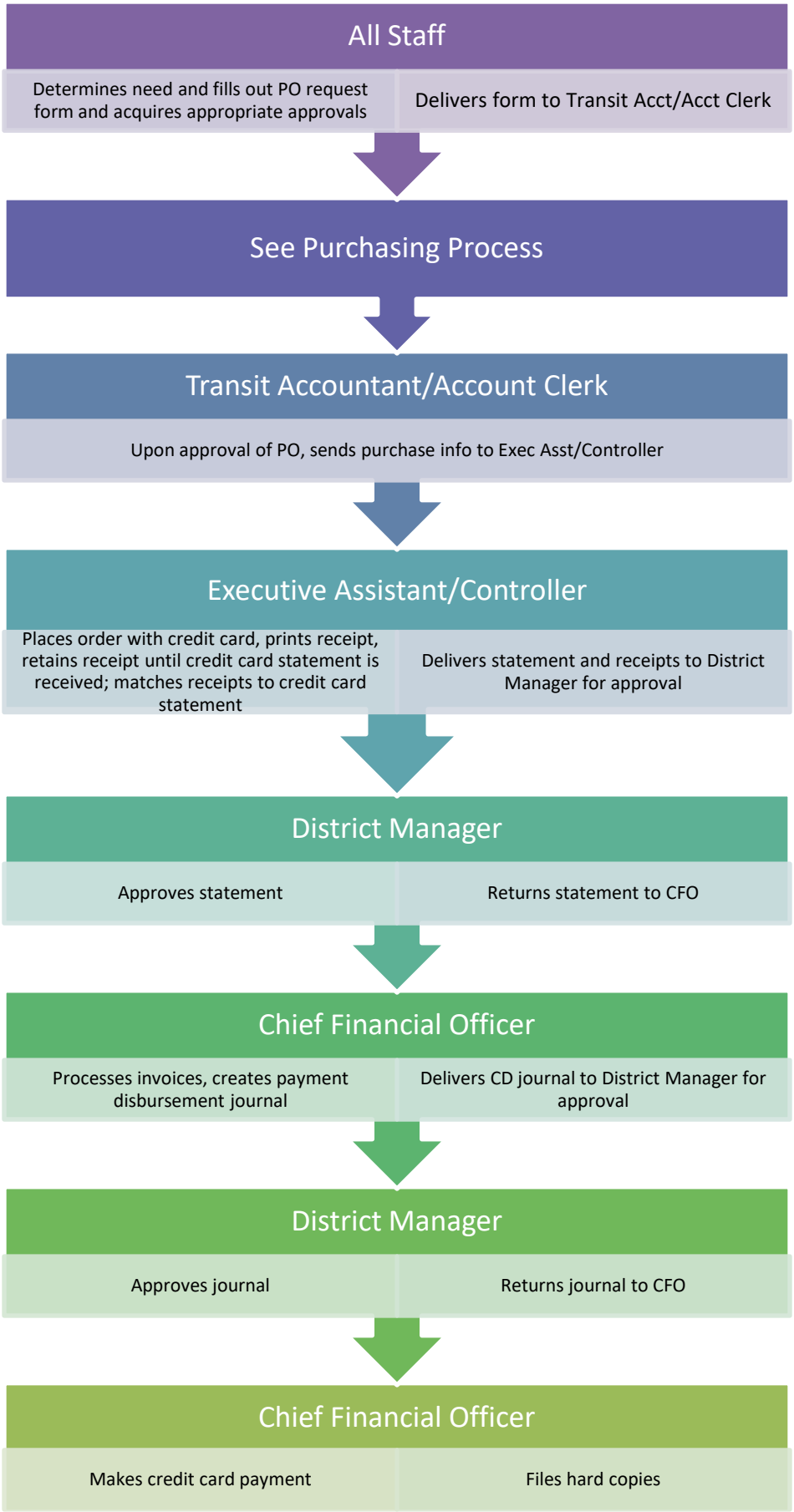


Purchasing

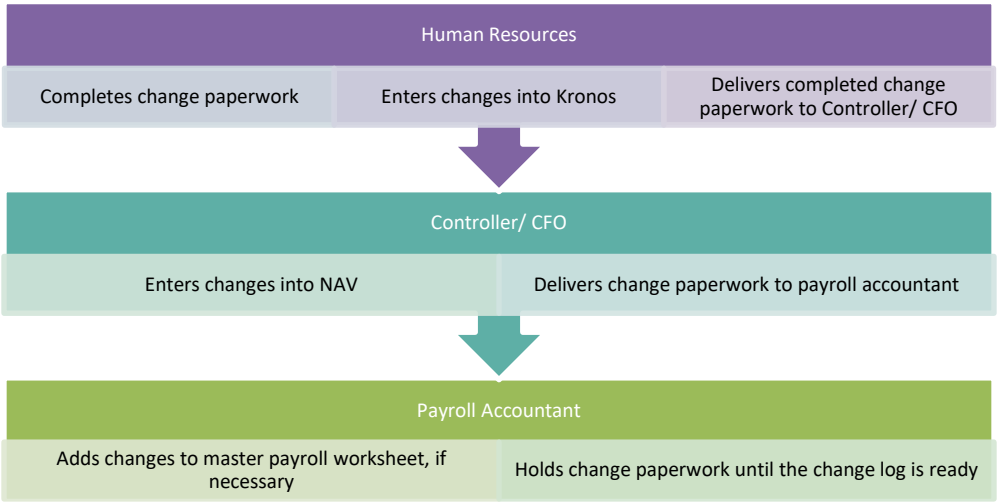
(Due to COVID19, most approvals are issued via e-mail and attached to paperwork)



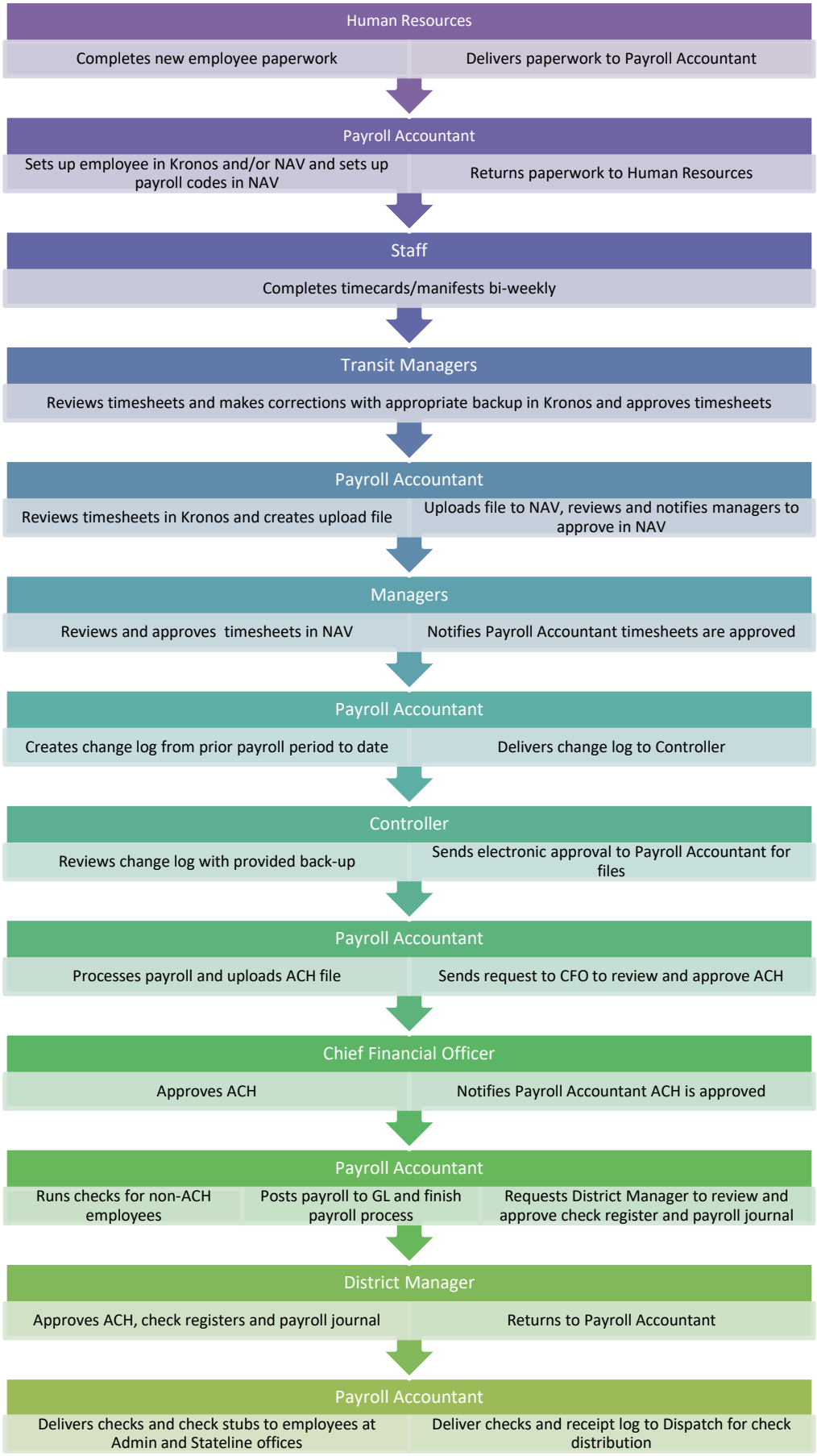
Credit Card Processing



Payroll Rate Changes

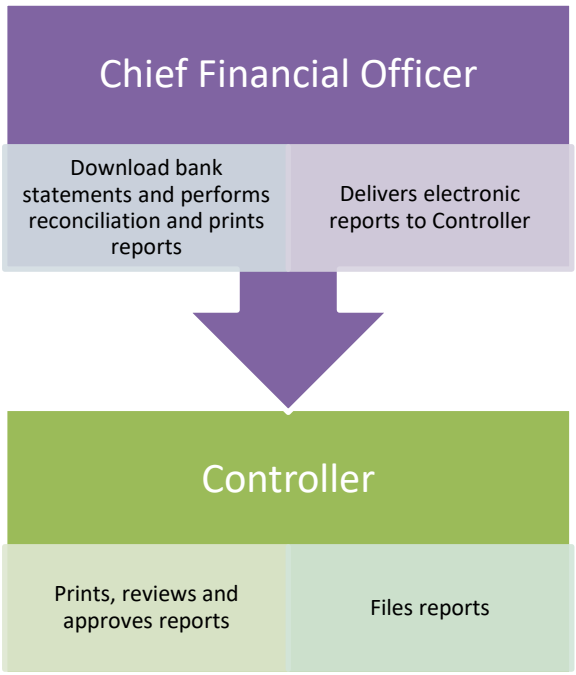


Payroll

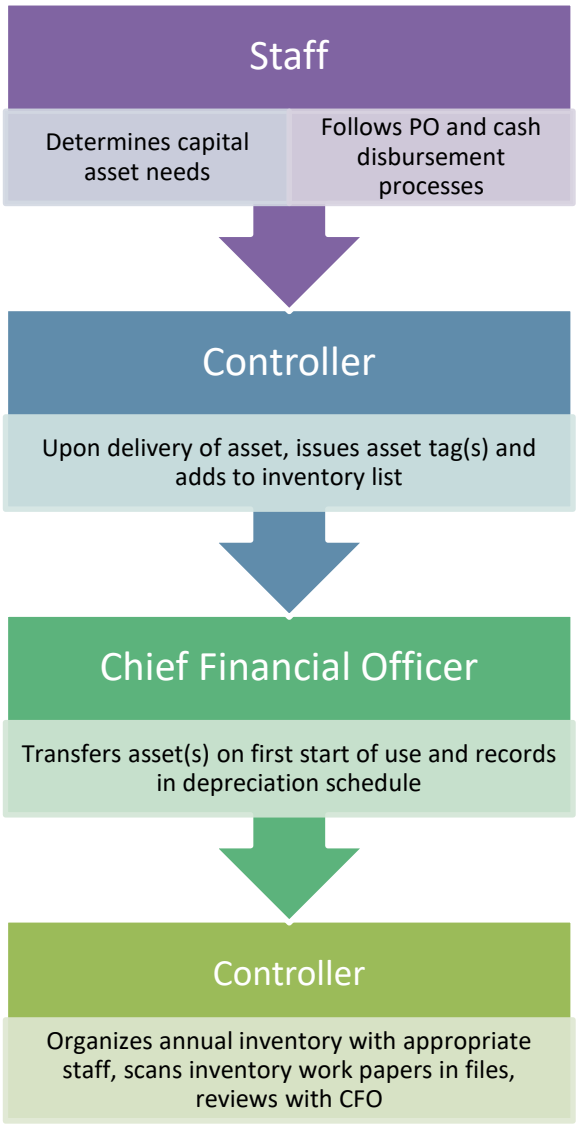


Transit Accountant is the back-up for the Payroll Accountant when needed

Monthly Bank Statement

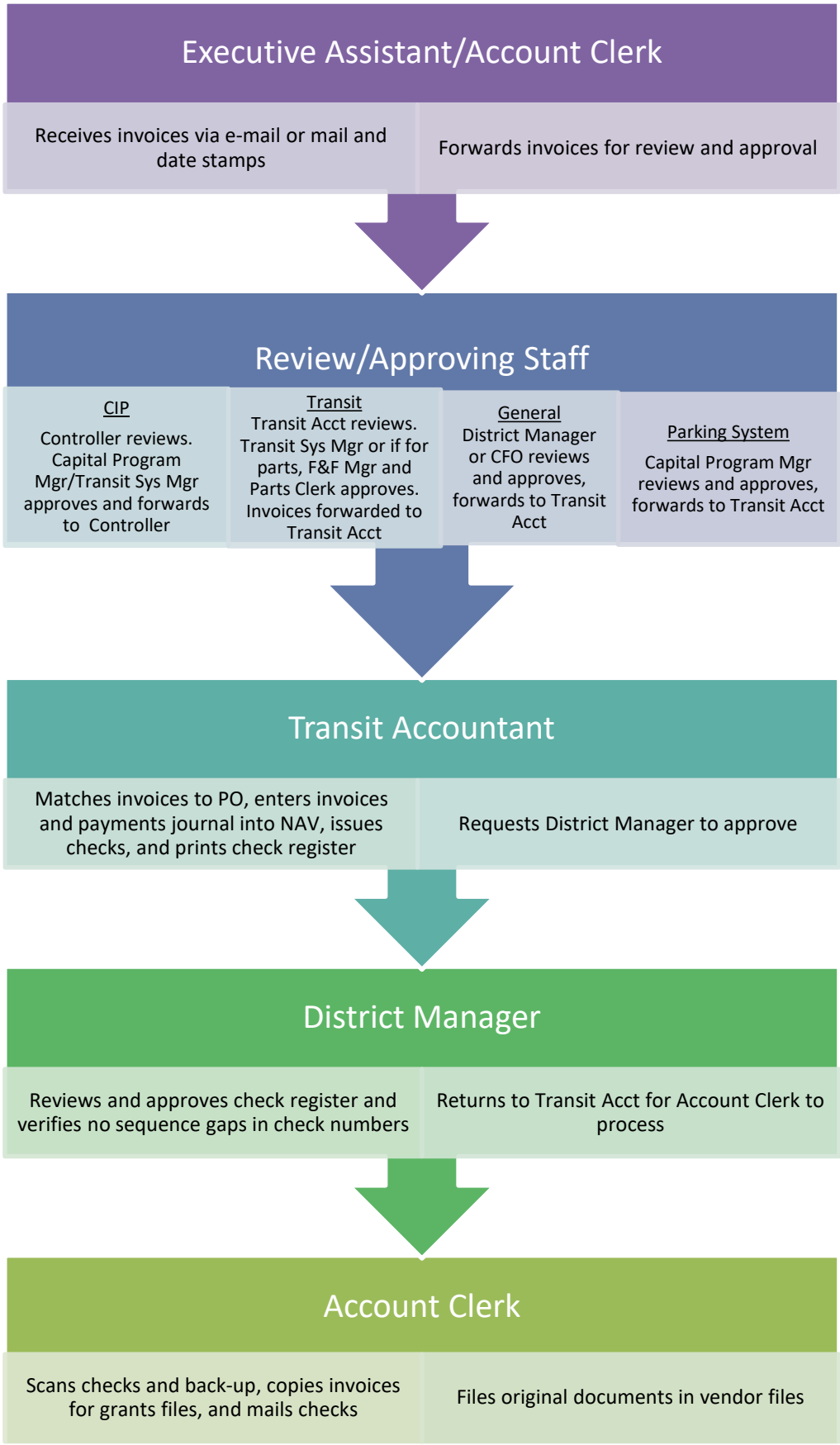


Capital Assets

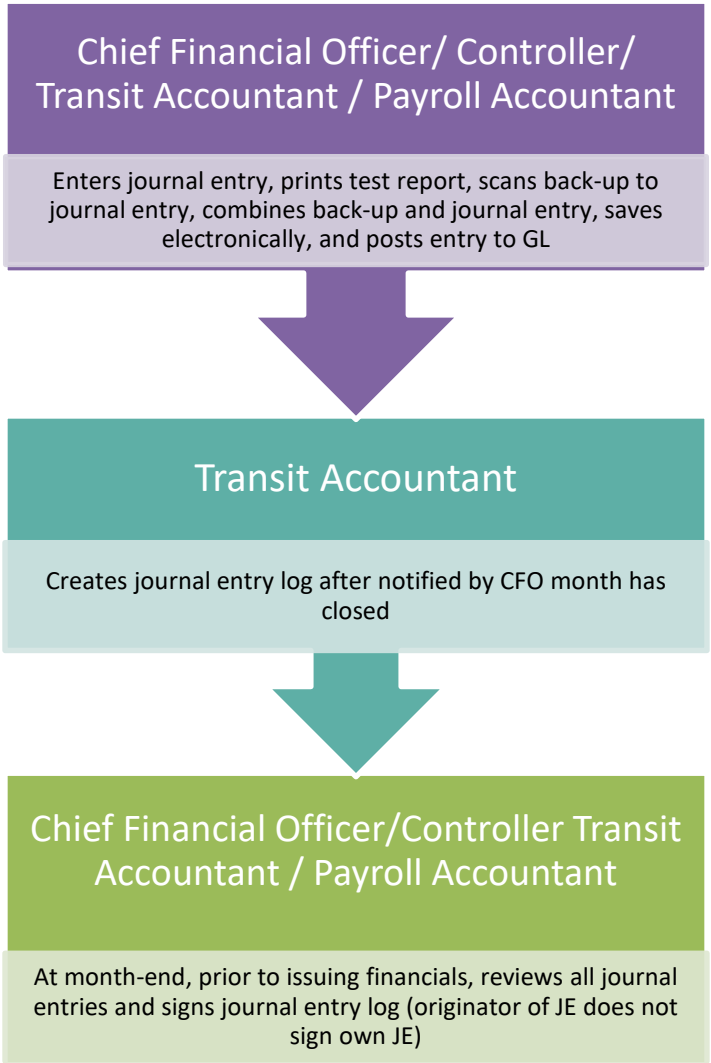


Accounts Payable

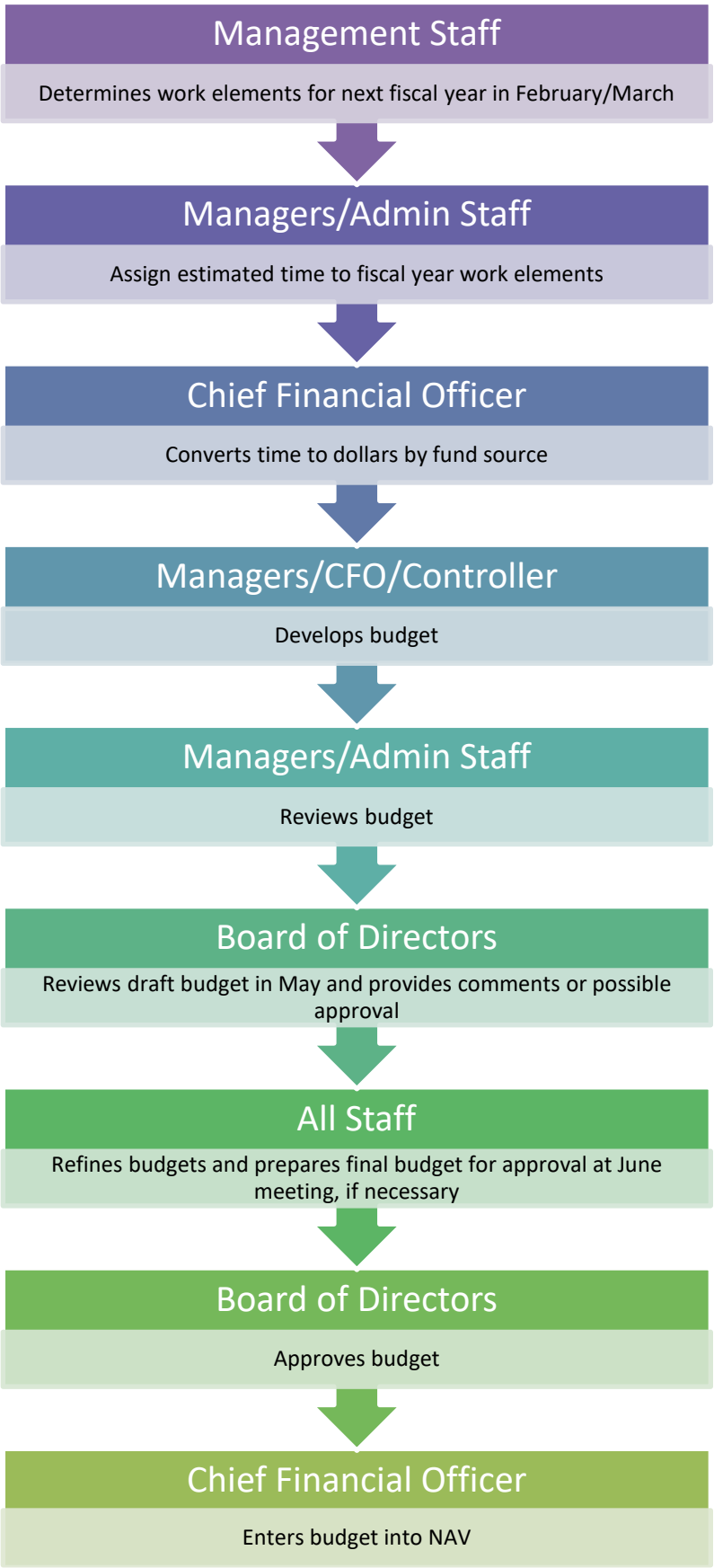
(Due to COVID19, most approvals are issued via e-mail and attached to paperwork)



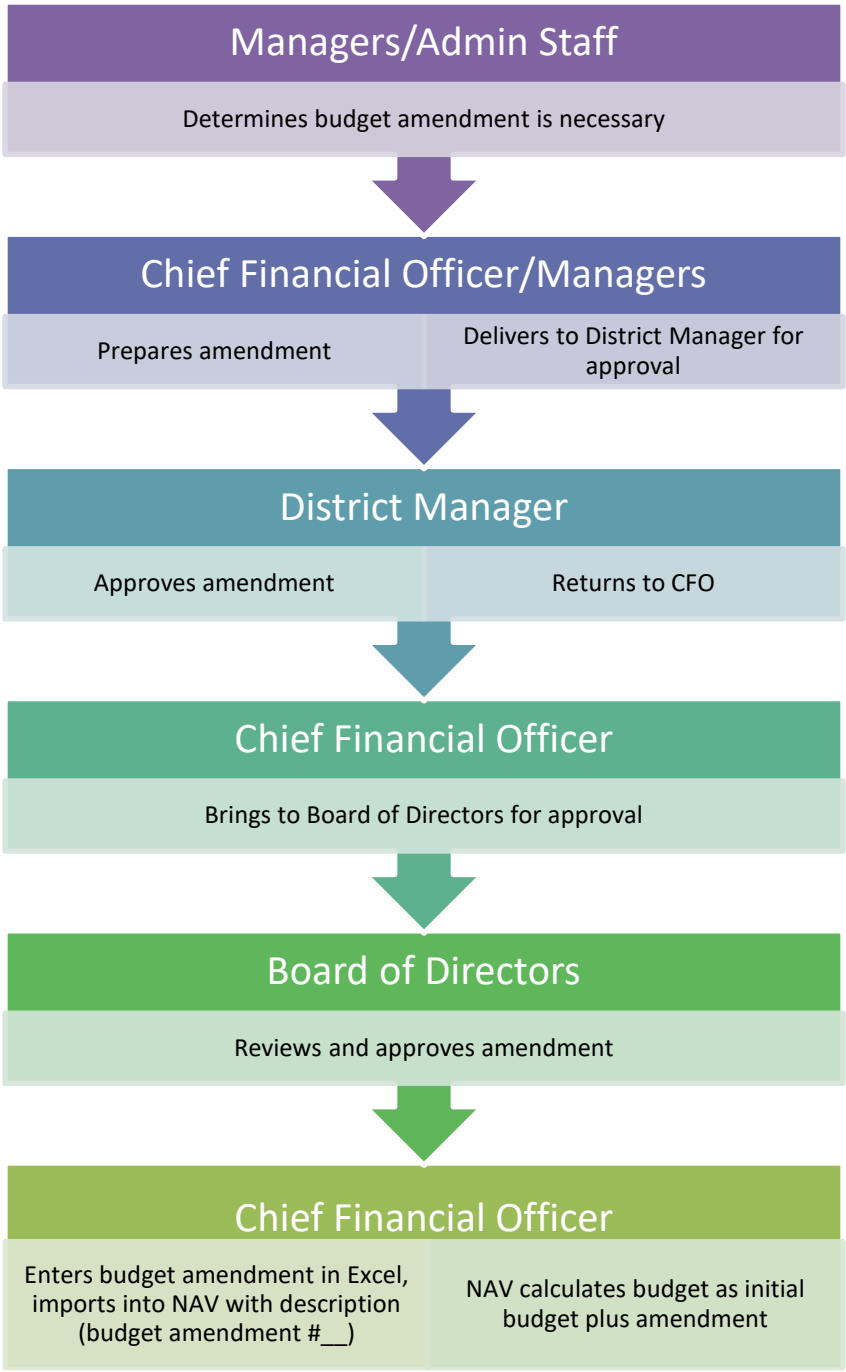
Journal Entries



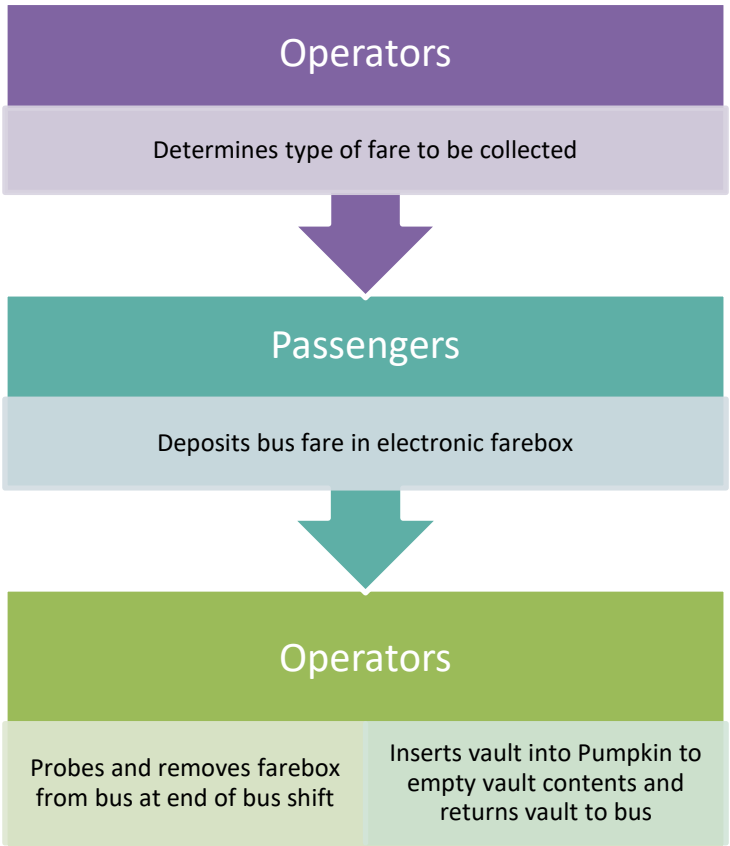
Budget Process



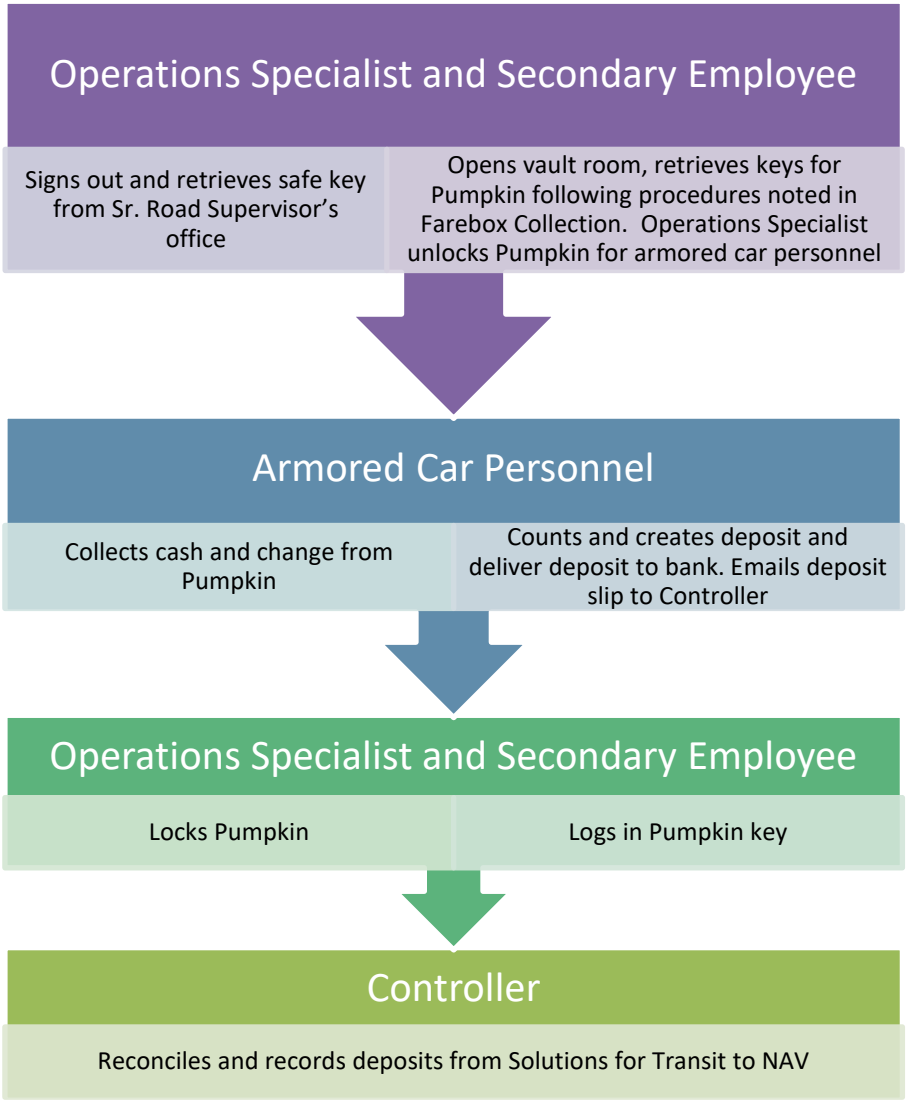
Budget Amendments



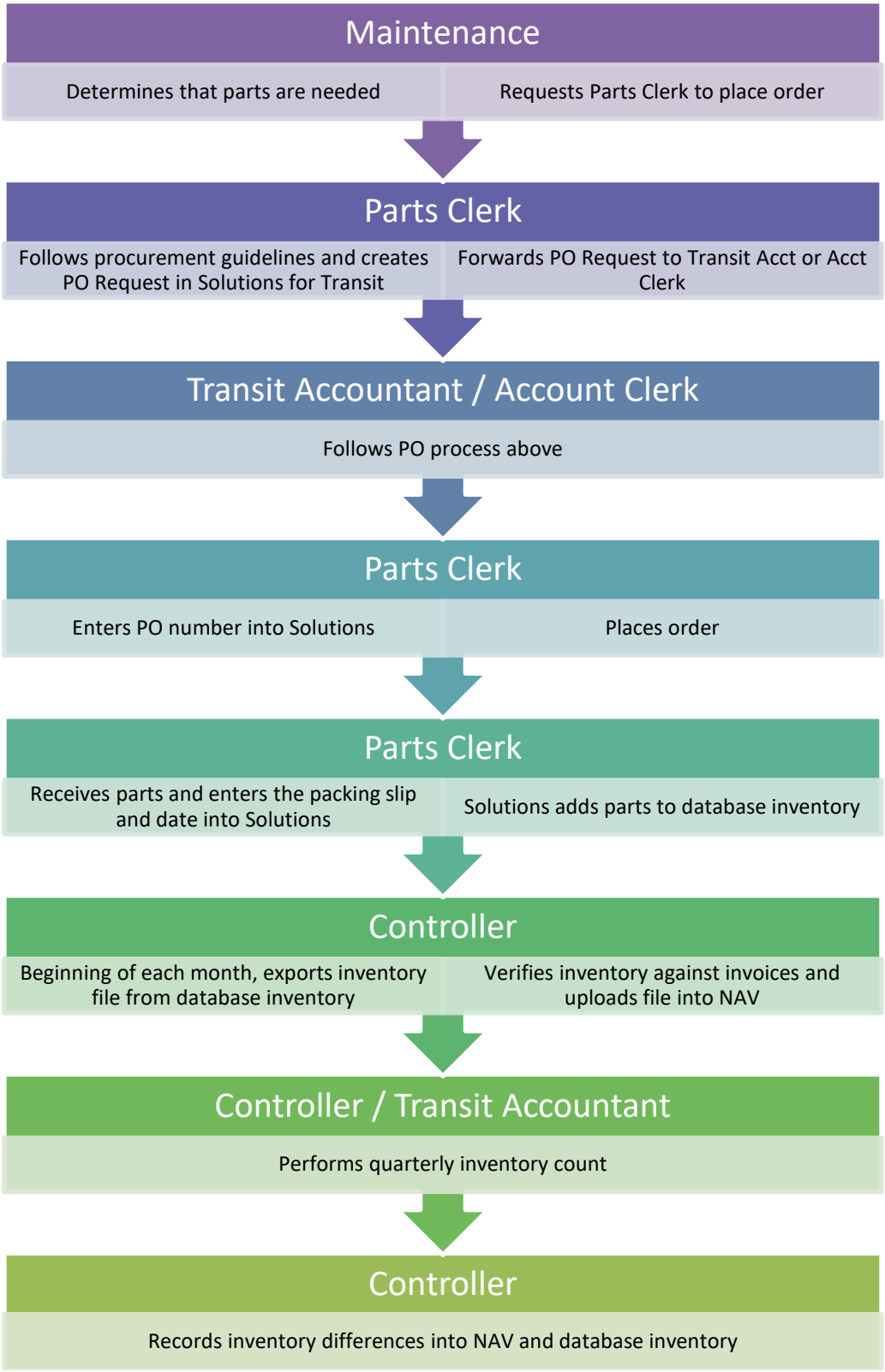
Farebox Collection (Nov 1, 2018-April 11, 2020)



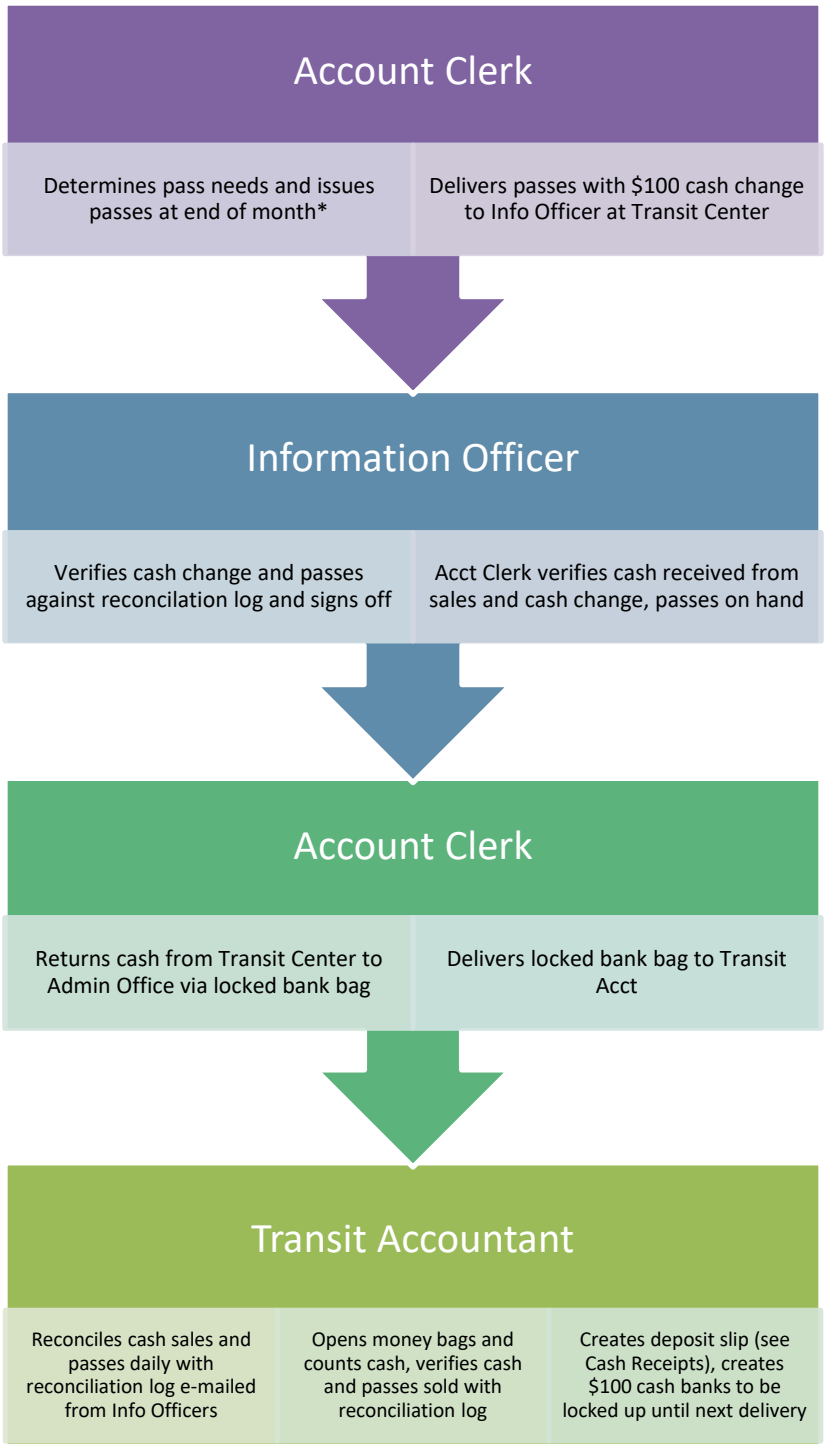
Farebox Deposit Pick-Up (Nov 1, 2018 – April 15, 2020)



Maintenance Parts Inventory



Transit Center Pass Sales (through April 11, 2020)



* additional passes may be delivered throughout the month as needed

APPENDIX B

Updates to Policies

October 9, 2019

- Page 4, Grant Management Policy - Added to second bullet: "including the determination of allowable costs and the factors affecting the allowability of costs as stated in *2 CFR Part 200 Subpart E."*
- Updated flowcharts for financial audit internal review

May 3, 2021

- Updated flowcharts for financial audit internal review

TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2021-002

A RESOLUTION OF THE TAHOE TRANSPORTATION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE DISTRICT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54953(e)

WHEREAS, the Tahoe Transportation District (TTD) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of TTD are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963) and the Nevada Open Meeting Law, NRS Chapter 241, so that any member of the public may attend, participate, and watch TTD conduct its business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing or that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist, specifically, a State of Emergency has been proclaimed on March 4, 2020 in California and a State of Emergency has been proclaimed in Nevada on March 12, 2020, related to the epidemic of Coronavirus; and

WHEREAS, the SARS-CoV-2 Delta Variant (Delta Variant) is highly transmissible in indoor settings; and

WHEREAS, the Delta Variant has caused, and will continue to cause, conditions of imminent peril to the health safety of persons within the Tahoe basin; and

WHEREAS, social distancing and mask wearing are required in the State of Nevada; and

WHEREAS, the Board of Directors does hereby find that the State of Emergencies impact the ability of the Board and public to meet safely in person; and

WHEREAS, the Board of Directors, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees and other bodies that were created by the District pursuant to Government Code section 54952(b) (collectively referred to as

"Legislative Bodies"), finds that the current conditions meet the circumstances set forth in Government Code section 54953(e)(3) to allow Legislative Bodies to continue to use teleconferencing to hold open and public meetings if the Legislative Bodies comply with the requirements set forth in Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors makes the following findings:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. Based on the California Governor's continued declaration of a State of Emergency and current conditions, meeting in person would present imminent risks to the health or safety of attendees, such that the conditions continue to exist pursuant to Government Code section 54953(e)(3) to allow Legislative Bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.

3. The Legislative Bodies, and TTD staff, are hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act and the Nevada Open Meeting Law.

4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of November 6, 2021, or until such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which TTD's Board of Directors may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on October 6, 2021 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

_____
Cindy Gustafson, Chair
Tahoe Transportation District

AGENDA ITEM: I.B.

TAHOE TRANSPORTATION DISTRICT
BOARD MEETING MINUTES
August 4, 2021

TTD Board Members in Attendance:

Cindy Gustafson, Placer County, Chair
Lori Bagwell, Carson City
Cody Bass, City of South Lake Tahoe
Brian Bigley, Member at Large
Mark Bruce, Tahoe Regional Planning Agency Appointee
Andy Chapman, TNT-TMA
Darcie Goodman Collins, SS-TMA
Kyle Davis, Nevada Governor Appointee
Sherry Hao, California Governor Appointee (via conference call)
Alexis Hill, Washoe County (via conference call)
Sue Novasel, El Dorado County
Wesley Rice, Douglas County
Alex Fong, Caltrans (via conference call)

TTD Board Members Absent:

Sondra Rosenberg, NDOT

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
Danielle Hughes, Tahoe Transportation District
Nick Haven, Tahoe Regional Planning Agency
Judi Allen, Tahoe Transportation District
Sergio Rudin, 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 Chair Gustafson at 2:02 p.m., at the Tahoe Regional Planning Agency. Roll call was taken and it was determined a quorum was in attendance for the TTD.

Mr. Rice arrived at 2:07 p.m.

B. Approval of TTD Agenda of August 4, 2021
Ms. Gustafson requested Item III.B. be heard before Item III.A. Ms. Hao asked when the District Manager's performance review would be taking place. Ms. Gustafson noted his performance review would be a part of the facilitated work session in order to get consensus on the goals and directives. Motion/second by Ms. Hill/Ms. Bagwell to approve the revised TTD agenda for today's meeting. The motion passed with Mr. Rice abstaining.

C. Approval of TTD Meeting Minutes for July 23, 2021
Motion/Second by Ms. Bagwell/Mr. Davis to approve the TTD minutes. The motion passed, with Mr. Bigley abstaining.

II. PUBLIC INTEREST COMMENTS

There were no public comments.

Ms. Novasel arrived at 2:09 p.m., Mr. Bass arrived at 2:10 p.m., and Mr. Chapman arrived at 2:13 p.m.

III. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

A. Approve Creation of a Deputy District Manager Position and Salary Class, Conversion of a Part-time Account Clerk I to Full-Time Account Clerk II Position, and Change of Current Budget Year Assistant Transit Planner/Analyst Position to a Transit Planner/Analyst Position
Mr. Hasty reviewed this item. Ms. Novasel stated she thought the Board needs to review the funding map before considering these positions. Ms. Bagwell requested a current fund map and a revised fund map showing the changes. Ms. Collins suggested looking at current staffing structure for any possible redundancies as it relates to the work plan. Ms. Hill suggested the Deputy District Manager job description should include political science type degrees and working with the Board sub-committees under responsibilities.

Action Requested: For Possible Action

Mr. Chapman moved to approve the Transit Planner/Analyst position. Mr. Rice seconded the motion. The motion passed unanimously. Direction was given to staff regarding the other positions.

B. Update on the Regional Revenue Consensus Effort and Introduction of Regional Government Services Consultant Team
Mr. Hasty introduced Josh Metz and Bob Spencer of the Regional Government Services. Mr. Metz and Mr. Spencer gave a presentation and an overview of their scope of work for the regional revenue consensus effort.

Mr. Davis asked what TTD's/TRPA's roles are in this effort and what are the next steps. Mr. Hasty responded that the regional revenue effort will be added to the District's Board meeting agenda as a standing item again.

Action Requested: Informational Only

IV. DISTRICT MANAGER REPORT

Mr. Hasty handed out an updated report from July 5 with questions and responses. He also handed out an update for the week of August 2, which included the Ferraro Group's summary of the communications strategy and

TakeTahoeTransit campaign overview. Ms. Collins noted the TMA would be happy to assist with the communications.

V. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

Mr. Bass asked for an agenda item regarding the electrification of the fleet.

Ms. Gustafson noted TART Connect is going great with tremendous response.

VI. PUBLIC INTEREST COMMENTS

No public interest comments were made.

Ms. Gustafson left the meeting at 4:15 p.m. and Ms. Novasel, as Vice-Chair, continued the meeting.

VII. THIRD BOARD WORK SESSION

Mr. Hasty introduced the fund mapping and trial balance documents passed out for this session. Ms. Schmitt reviewed the documents in further detail. Ms. Bagwell also asked for a determination of the bottom line threshold to keep in the general fund reserve prior to considering any requests to use some of those funds. The Finance Committee agreed to review the administrative costs that come from the South Shore transit funds per Mr. Bass' request.

VIII. ADJOURNMENT

The meeting adjourned at 5:00 p.m.

Respectfully Submitted:

Judi Allen
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 Allen, Clerk to the Board, (775) 589-5502.)

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Review and Acceptance of the District's Financial Statement of Operations through May 31, 2021

Action Requested:
It is requested the Board accept the Financial Statement of Operations for the first eleven months of fiscal year 2021 (FY21) ending May 31, 2021.

Fiscal Analysis:
TTD is in good financial standing with three areas remaining a concern, one being the continued use of General Funds for non-reimbursable, non-transit operation expenses, since the agency does not have a dedicated general fund source. Staff continues its efforts to minimize General Fund costs where possible and find other funding sources that can be used for such expenses.

The second concern is regarding the Transit Fund. The adopted urbanized farebox recovery ratio of 15% for fixed route and 10% for demand-response services, which is targeted to be met by September 2022 and the move towards a zero-fare system could put TTD at risk of losing Transportation Development Act funding. Currently, zero-fare expenses are covered by federal COVID and CMAQ sources. However, if zero-fare is to continue beyond FY 22, a non-federal source will need to be available to cover costs and qualify under California law as an offset to fares, therefore meeting the fare targets. Legislation has been introduced in California that could defer the compliance target for a longer period of time. TTD is tracking this legislation and is looking towards locally/regionally generated revenues to sustain the system and meet the farebox recovery requirement.

The third is a growing concern regarding funds needed to complete capital projects, relating to an increasing risk to TTD's ability to retain staff and the risk due to the use of funds, if projects are unable to continue to make progress with implementation. A typical factor in capital project development for transportation at Lake Tahoe, as has been discussed with the Board at various times over the years, is that funding a capital transportation project is a lengthy piecemeal approach, requiring the collection of enough funds to complete projects. Projects are funded through competitive application processes unless an entity has fund sources of its own, which TTD does not have. In spite of this fact, TTD has had a good share of success by being creative and persistent, but the process has gotten much more difficult as each year rolls by. Match requirements have gotten larger, just as transportation projects have gotten more expensive. The reality is, that at any scale of project, there is little non-federal match funds available to TTD, so this is a major challenge when applying for grants for its capital projects.

JS/ja AGENDA ITEM: III.A.

Another fact is that the applicant demand for discretionary grants far exceeds the amount available. Staff continues to seek and apply for funds where TTD can meet grant requirements.

Background:

Staff has completed analyzing financial information for the first eleven months of FY21, ending May 31, 2021. The presentation of the financial information will highlight April and May activity and continues to detail the District's funds: General, Capital Improvement Program (CIP), Transit Operations, and Parking Systems (See Attachment A).

Discussion:

General Fund –

Overall, the District ended with an increase of $16,438 for April and May activity. The increase can be summarized as follows:

District Operations Revenues		District Operations Expenses	
Rental Car Mitigation Fees (RCMF)	$8,300	Salaries & Benefits	$39,075
Contributions	$8,333	Insurance	$4,024
Administrative Fees	$5,405	Rent/Utilities	$7,565
Miscellaneous	$0	Telephone	$2,102
Interest	$18	Professional Services	$5,890
		Supplies	$2,390
		Dues & Subscriptions	$1,261
		Legal	$1,268
		Modified Business Tax	$1,617
		Admin Support (ICAP)	($61,765)
		Transfer	$1,500
		Other	$691
Total Revenue	**$22,056**	**Total Expenses**	**$5,618**

Staff allocated $15,382 in personnel costs from the General fund to the CIP fund for the Regional Revenue efforts. Costs which were recorded under specific timecard codes from January 2021 through April 2021 were eligible for reimbursement under the CIP Caltrans Recreational Travel Grant fund source.

Staff budgeted $60,000 for Rental Car Mitigation Fees (RCMF) for FY21 anticipating an adverse effect of COVID 19 on visitors. Currently, RCMF are estimated to total $115,253 for FY21, far exceeding the budget and surpassing the annual average of $100,000. For FY21, TNT-TMA had agreed to reduce their regular annual contribution of $20,000 to $12,000, with the understanding that adjustments would be made at year-end based on 20% of total RCMF up to $20,000. The budgeted contribution of $12,000 was paid in March and staff processed the additional $8,000 in June.

The net result increased the General Fund's overall fund balance to $865,748, which is $131,959 more than at the start of the fiscal year.

CIP Fund –

April and May activity ended in a decrease of $505 resulting from applying interest earned in prior periods from the Mariner advance of $508 and interest earned of $3 on project advances. Below is a brief recap of April and May activity for the CIP Fund.

Funding Source	Expenditures	Grant Balance
Caltrans		
Active Transportation Program	$477	$148,618
Congestion Mitigation Air Quality (CMAQ)	$92,628	$607,675
Federal Transit Administration		
FTA 5310 (ADA)	$4,358	$35,187
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	$158,414	$2,524,071
Caltrans – Rec Travel	$13,882	$0
General Fund Transfer	$1,500	$0
Highway Infrastructure Program (HIP)		
Caltrans – US 50	$0	$561,961
Contributions		
Mariner AQMF (VPPP Program)	$10,333	$0
Prop 1B		
PTMISEA – Engine Replacements	$0	$32,706
PTMISEA – Modernization	$0	$402
Washoe County		
Bond Sale (TAP Match)	$0	$30,000
Bond Sale (Parking)	$0	$325,990
Total Expenditures	$281,592	

The CIP fund transferred $4,358 to the Transit Operations Fund expense "Equipment under $5,000" for a wheelchair door frame funded with an FTA 5310 grant and matched with CA toll credits in April.

As mentioned earlier, the Caltrans Recreational Travel grant completed its final billing for $13,882, resulting from the allocation of General Fund eligible personnel costs.

The VPPP project has been completed with the final match from Mariner being expended in May. All associated expenses for the Tahoe East Shore Trailhead parking lots will be recorded under the Parking Systems Fund.

The net result decreased CIP's overall fund balance to $1,616, which is $586 less than at the start of the fiscal year.

Transit Fund -
Overall, the District ended with a decrease of $100,432 for April and May activity. The decrease can be summarized as follows:

	Operations
Revenue Detail	
FTA 5307	
CMAQ	$0
CARES	$432,568
FY19	$0
NDOT	
FTA 5311	$424,855
NV State Parks	$0
Contributions	
STPUD	$0

JS/ja AGENDA ITEM: III.A.

	Operations
Transportation Development Act (TDA)	
Local Transportation Fund (LTF)	$68,949
State Transit Assistance (STA)	$8,098
State Transit Assistance (SGR)	$42,138
Farebox Revenue (LCTOP)	$0
Miscellaneous	$13
Insurance Claim Revenue	$0
Interest	$63
Total Revenues	**$976,684**
Expense Detail	
Personnel	$532,230
Fuel/Fuel Tax	$43,409
Insurance	$44,324
Repairs/Maintenance	$140,515
Professional Services/Contracts	$33,069
Facility Rent/Utilities/Phone	$52,928
Supplies	$8,053
ICAP	$60,366
Depreciation	$99,270
Advertising / Outreach	$56,912
Capital Outlay	($4,358)
Other Expenses	$10,398
Total Expenses	**$1,077,116**
Increase/(Decrease)	**($100,432)**

As mentioned earlier, the CIP fund transferred a chairlift door frame totaling $4,358 to the Transit Operations fund expense “Equipment under $5,000”.

TTD received $68,949 in Local Transportation Funds (LTF), leaving a FY21 balance due of $0 for LTF.

TTD received and recorded into revenue $119,830 in State Transit Assistance (STA) funding from El Dorado County in June. In April, Staff recognized the outstanding balance of $8,098 per the TRPA estimated funding letter dated October 2, 2020. Payment is expected to be received in late September based on prior history.

TTD transferred the remaining balance of $22,397 from deferred revenue in April and recorded the expected balance of $19,740 for State of Good Repair (SGR) based on the TRPA funding letter mentioned above. SGR is used for reimbursement of capital (FTA 5307 preventive maintenance) expenses. The final SGR payment is also expected in late September or early October.

Attachment B is a detailed budget for FTA 5307 Coronavirus Aid, Relief & Economic Security Act (CARES) and FTA 5307 American Rescue Plan (ARP), along with the reimbursements paid to date (as of May 31) and balances remaining.

JS/ja AGENDA ITEM: III.A.

NDOT notified TTD that they were unable to fund the FTA 5311 request for FFY22 and FFY23 at the level TTD requested in the application. The original request was for $5,066,986 or $2.5 million per year, with the match estimated as $2 million. This amount of funding was projected to address staffing solutions based on the upcoming compensation study. NDOT has awarded the District $3,624,632 or $1.8 million per year, requiring a match of $1.4 million.

Allowable costs are allocated between the NDOT FTA 5311 and FTA 5307 grant programs. Match is provided using TDA funding for NDOT 5311 and Toll Credits for FTA 5307. The total dollars to operate the system does not change, however, the allocation between grants has shifted a heavier load to 5307. Staff continues to review, access, recalculate, and source other funding opportunities to ultimately refine how these changes in funding allocations affect the timeline when expenses could outweigh revenues and reserves. Staff will continue to follow up and update the Board.

The net result decreased Transit's overall fund balance for the year to $5,172,284, which is $262,958 more than at the start of the fiscal year.

Parking System (PS) Fund-
The Parking System Fund experienced an increase of $33,442 for April and May. The recap is as follows:

Parking Systems Revenues		**Parking Systems Expenses**	
Parking Revenues	$54,054	Salaries & Benefits	$10,720
Washoe Cty Contribution	$7,353	Contracts	$1,772
Interest	$3	Professional Services	$2,461
		Supplies	$3,407
		Telephone	$113
		Admin Fees	$5,405
		Bank / Credit Card Fees	$1,507
		Depreciation	$2,583
		Other	$0
Total Revenue	**$61,410**	**Total Expenses**	**$27,968**

Last December, TTD paid Nevada State Parks (NSP) $6,305 for East Shore Trail maintenance costs for the summer of 2020. In error, NSP returned the payment in April. They are now establishing paperwork on their end in order to properly apply the payment. TTD has recorded the funds in Due to Other Governments, which is rolled up into Accounts Payable on the PS balance sheet, until NSP is prepared to accept the payment.

All transactions are now being captured in the PS fund following the close out of the VPPP program and the final Mariner revenue.

Detailed revenues and expenses between Parking Systems Operations and Parking Systems Non-Compliance are provided on the PS Financial Statement (Attachment A).

The net result increased Parking System's overall fund balance for the year to $215,836, which is $175,628 more than at the start of the fiscal year.

Balance Sheet-
The detailed balance sheet as of May 31, 2021 is attached (Attachment A).

JS/ja AGENDA ITEM: III.A.

The fixed asset balances, net of depreciation, include $1,898,211 in Transit funds, $0 in the Government-wide funds, and $12,881 in the Parking System funds of federalized/state obligations. Should the District choose to liquidate a federalized/state asset, permission from the governmental agency is required and their obligation takes priority.

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

Attachments:

A. May Financial Statement
B. FTA 5307 CARES and ARP Budgets

JS/ja AGENDA ITEM: III.A.

Tahoe Transportation District
Balance Sheet
As of May 31, 2021

	TOTAL	General	CIP	Transit	PS	GFA
ASSETS						
Cash & Equivalents	2,986,539	818,309	(54,545)	2,020,555	202,221	0
Accounts Receivable	1,378,648	4,015	283,944	1,090,689		
Prepaids	89,907	58,370		31,537		
Inventory	318,609			309,310	9,299	
*Capital Assets, Net Depreciation	2,037,029			2,020,928	16,101	
TOTAL ASSETS	**6,810,731**	**880,694**	**229,399**	**5,473,018**	**227,621**	**0**
LIABILITIES						
Accounts Payable	339,862	10,779	150,085	167,212	11,785	0
Deferred Revenues	81,865	4,167	77,698			
Nevada State Bank - LOC						
Insurance Payable						
EE Compensated Absences	133,521			133,521		47,285
TOTAL LIABILITIES	**555,248**	**14,946**	**227,783**	**300,733**	**11,785**	**47,285**
NET POSITION						
Invested in Capital Assets	2,537,810			2,507,459	30,351	1,398
Restricted	147,438			147,438		
Unrestricted	2,953,074	688,789		2,254,429	9,856	(49,965)
Assigned	47,202	45,000	2,202			
SUB TOTAL NET POSITION BALANCES	5,685,524	733,789	2,202	4,909,326	40,207	(48,567)
FY 21 Increase/(Decrease) to Fund Balance	**569,960**	**131,959**	**(586)**	**262,958**	**175,628**	**1,282**
TOTAL NET POSITION	**6,255,484**	**865,748**	**1,616**	**5,172,284**	**215,836**	**(47,285)**
TOTAL LIABILITIES & NET POSITION	**6,810,731**	**880,694**	**229,399**	**5,473,018**	**227,621**	**0**

* The fixed asset balances, net of depreciation, include $1,898,211in transit funds, $0 in the governmental-wide fund account and $12,881 in parking system funds of federalized / state 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, 2020 through May 31, 2021

	TOTAL	General	CIP	Transit	PS	GFA
Revenues						
Federal Grants	6,243,071	0	1,724,135	4,518,936	0	0
State Funding	1,399,782		149,345	1,243,084	7,353	
Contributions	193,087	70,833	89,158	33,096		
General Revenues	57,875	1,152		56,723		
Charges for Services	619,988	167,840		201,652	250,495	
Special Items	2,246	57	52	2,125	12	
TOTAL REVENUES	**8,516,049**	**239,882**	**1,962,690**	**6,055,617**	**257,860**	**0**
Expenses						
Personnel	3,640,179	233,445	259,915	3,136,099	10,720	0
Personnel - Compensated Absences	28,070			28,070		(2,680)
Contracts	1,488,314		1,472,943		15,371	
Fuel	202,796			202,796		
Depreciation	604,266			590,016	14,250	1,398
Other Operating	1,977,853	219,259	118,734	1,597,969	41,891	
ICAP - 10%		(353,337)	18,156	335,181		
Capital Outlay	4,358			4,358		
Interest	253	140		113		
Other Funding Sources		8,415	93,528	(101,943)		
TOTAL EXPENSES	**7,946,089**	**107,923**	**1,963,276**	**5,792,659**	**82,232**	**(1,282)**
FY 21 Increase / (Decrease) to Net Position	**569,960**	**131,959**	**(586)**	**262,958**	**175,628**	**1,282**

Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2020 through May 31, 2021

				General Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	Apr	May	4th Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Revenues										
General Revenues										
Miscellaneous	1,152						1,152		-100.00%	1,152
Contributions	12,500	37,500	12,500	4,166	4,167	8,333	70,833	100,000	70.83%	70,833
Total General Revenues	**13,652**	**37,500**	**12,500**	**4,166**	**4,167**	**8,333**	**71,985**	**100,000**	**71.98%**	**71,985**
Charges for Services										
Administrative Fees	62,949	6,030	665	2,332	3,073	5,405	75,050	71,000	105.70%	75,050
Rental Car Mitigation Fees	38,445	19,454	26,593	4,285	4,015	8,300	92,791	60,000	154.65%	92,791
Total Charges for Services	**101,394**	**25,483**	**27,258**	**6,617**	**7,088**	**13,705**	**167,840**	**131,000**	**128.12%**	**167,840**
Special Items										
Sale of Fixed Assets										
Interest Revenue	14	64	(39)	9	9	18	57	120	47.51%	57
Total Special Revenues	**14**	**64**	**(39)**	**9**	**9**	**18**	**57**	**120**	**47.51%**	**57**
TOTAL REVENUES	**115,060**	**63,047**	**39,719**	**10,792**	**11,264**	**22,056**	**239,882**	**231,120**	**103.79%**	**239,882**
Expenses										
Operating										
Personnel	51,194	74,313	68,862	11,519	27,556	39,075	233,445	335,676	69.54%	233,445
Admin Support	(86,942)	(110,100)	(94,530)	(32,698)	(29,067)	(61,765)	(353,337)	(435,166)	81.20%	(353,337)
Repairs & Maintenance								500	0.00%	
Insurance	5,621	5,620	5,619	1,873	2,151	4,024	20,884	22,434	93.09%	20,884
Facility Rent	11,379	11,374	11,320	3,809	3,756	7,565	41,638	46,445	89.65%	41,638
Telephone	3,143	3,925	3,157	1,051	1,051	2,102	12,326	13,560	90.90%	12,326
Supplies	4,795	5,141	3,712	1,195	1,195	2,390	16,039	25,652	62.52%	16,039
Advertising & Public Relations				100	75	175	175	2,100	8.33%	175
Reproduction & Printing	202		237		208	208	647	1,184	54.63%	647
Postage			364				364	375	97.07%	364
Dues, Subscriptions & Publications	4,737	1,850	3,366	894	367	1,261	11,214	26,865	41.74%	11,214
License & Permits			219				219	0	-100.00%	219
Professional Services	6,353	28,590	5,268	5,944	(55)	5,890	46,100	96,590	47.73%	46,100
Legal Services	4,695	8,433	6,339	1,268		1,268	20,735	45,000	46.08%	20,735
Auditing Services		22,000	4,700				26,700	35,000	76.29%	26,700
Bank Fee / CC Fees	400						400	1,000	40.00%	400
Transit Management - No Shore			12,000				12,000	12,000	100.00%	12,000
Training		680					680	10,800	6.30%	680
Travel		20		19		19	39	12,960	0.30%	39
Events	130	273		(47)		(47)	357	3,575	9.97%	357
Taxes	2,698	2,723		1,617		1,617	7,038	12,000	58.65%	7,038
Miscellaneous Expenses	425	496	449	173	161	334	1,705	7,083	24.07%	1,705
Total Operating	**8,830**	**55,338**	**31,082**	**(3,281)**	**7,398**	**4,117**	**99,368**	**275,633**	**36.05%**	**99,368**
Capital Outlay										
Office & Equipment over $5000										
Office & Equipment under $5000										
CIP over $5000										
Reimbursed Capital Expenses										
Total Capital Outlay	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**100.00%**	**0**
Interest										
Interest Expense		8	132				140	2,450	5.71%	140
Total Interest Expense	**0**	**8**	**132**	**0**	**0**	**0**	**140**	**2,450**	**5.71%**	**140**
Other Financing Sources										
Preventive Maint (In)										
Capital Outlay (In) Out										

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Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2020 through May 31, 2021

				General Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	Apr	May	4th Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Transfer (In) Out	2,645	2,880	1,390	1,500		1,500	8,415	2,486	338.50%	8,415
Total Other Financing Sources	**2,645**	**2,880**	**1,390**	**1,500**		**1,500**	**8,415**	**2,486**	**338.50%**	**8,415**
TOTAL EXPENSES	11,475	58,226	32,604	(1,781)	7,398	5,618	107,923	715,735	15.08%	107,923
Increase/(Decrease) to Net Position	**103,585**	**4,821**	**7,115**	**12,572**	**3,866**	**16,438**	**131,959**	**(49,449)**	**-266.86%**	**131,959**

Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2020 through May 31, 2021

				CIP Fund			Actual vs Budget			Program YTD							
	1st Qtr	2nd Qtr	3rd Qtr	Apr	May	4th Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Rec Travel	Bikeway / Parking / VPPP	Meeks / SR 89 (Fanny(	Corridor Mgmt	Other CIP Projects	Transit Ops Projects	Program Total
Revenues																	
Capital Grant & Contributions																	
Surface Transportation Program (STP)	145,901	119,414	158,103	132,798	39,498	172,296	595,713	4,164,880	14.30%	455,915	139,798						595,713
Active Transportation Program (ATP)	373,215	482,321	2,176	300	178	477	858,190	913,900	93.90%				858,190				858,190
Congestive Mitigation & Air Quality (CMAQ)	49,323	3,845	52,568	87,786	4,842	92,628	198,364	771,000	25.73%	198,364							198,364
Highway Infrastructure Pgm (HIP)								561,961	0.00%								
STS Funding Alternatives (STSFA)								999,936	0.00%								
Federal Transportation Administration	9,702	9,703	6,000	4,358		4,358	29,763	6,585,438	0.45%							29,763	29,763
Transportation Alternative Programs (TAP)								239,212	0.00%								
Value Pricing Pilot Program (VVVP)	30,019	8,159	2,384				40,563	15,715	258.12%			40,563					40,563
Prop 1B	13,785	19,587	29,127				62,500	61,632	101.41%							62,500	62,500
Low Carbon Transit Capital	17,265	6,873					24,138		-100.00%							24,138	24,138
Washoe County	53,321						53,321	388,400	13.73%			53,321					53,321
Douglas County								176,026	0.00%								
Conservancy	9,385						9,385		-100.00%						9,385		9,385
TMPO	1,542						1,542	4,031	38.26%					1,542			1,542
Contributions	15,355	48,977	15,002	2,983	6,842	9,825	89,158	751,055	11.87%			84,685				4,473	89,158
Total Capital Grants & Contributions	**718,813**	**698,881**	**265,360**	**228,224**	**51,360**	**279,584**	**1,962,638**	**15,633,186**	12.55%	**654,279**	**139,798**	**178,569**	**858,190**	**1,542**	**9,385**	**120,874**	**1,962,638**
Special Items																	
Interest Revenue	28	15	5	2	2	3	52	0	-100.00%			48				3	52
Total Special Items	**28**	**15**	**5**	**2**	**2**	**3**	**52**	**0**	-100.00%	**0**	**0**	**48**	**0**	**0**	**0**	**3**	**52**
TOTAL REVENUES	**718,842**	**698,896**	**265,366**	**228,226**	**51,361**	**279,587**	**1,962,690**	**15,633,186**	**12.55%**	**654,279**	**139,798**	**178,617**	**858,190**	**1,542**	**9,385**	**120,878**	**1,962,690**
Expenses																	
Personnel	91,488	85,789	50,308	26,161	6,167	32,329	259,915	330,440	78.66%	137,361	50,992	58,731	8,279	2,513	2,038		259,915
Contract Services	511,484	550,689	174,863	198,205	37,701	235,906	1,472,943	7,585,912	19.42%	493,058	91,587	32,148	848,803		7,347		1,472,943
Reproduction & Printing	281						281	500	56.20%			281					281
Rent Meeting Room								4,300	0.00%								
Supplies	920		330				1,249	1,550	80.60%			1,249					1,249
License & Permits	34	30	480				544		-100.00%	60		484					544
Advertising / Outreach								5,650	0.00%								
Expenses Continued																	
Postage									100.00%								
Professional Services	19,917	30,820	8,062	220	7,350	7,571	66,370	141,320	46.96%	10,058	1,102	36,150				19,060	66,370
Administrative Fees	50,000						50,000	50,000	100.00%			50,000					50,000
Training								1,500	0.00%								
Travel - Per Diem								6,100	0.00%								
Travel - Commercial Air								2,000	0.00%								
Travel - Auto	34						34	2,100	1.62%			34					34
Dues & Subscriptions	90	135			30	30	255	500	51.00%				255				255
ICAP - 10%	6,457	6,720	3,579	780	620	1,399	18,156	35,166	51.63%	13,742	3,561		853				18,156
Total Operating	**680,706**	**674,185**	**237,623**	**225,366**	**51,868**	**277,234**	**1,869,747**	**8,167,038**	**22.89%**	**654,279**	**147,242**	**179,078**	**858,190**	**2,513**	**9,385**	**19,060**	**1,869,747**

Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2020 through May 31, 2021

				CIP Fund			Actual vs Budget			Program YTD							
	1st Qtr	2nd Qtr	3rd Qtr	Apr	May	4th Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Rec Travel	Bikeway / Parking / VPPP	Meeks / SR 89 (Fanny(	Corridor Mgmt	Other CIP Projects	Transit Ops Projects	Program Total
Capital Outlay																	
Equipment / CIP over $5000	40,752	27,705	29,127				97,585	4,989,634	1.96%							97,585	97,585
Equipment / CIP under $5000				4,358		4,358	4,358	129,000	3.38%							4,358	4,358
Property Acquisition								2,350,000	0.00%								
Reimb Capital Expenses	(40,752)	(27,705)	(29,127)	(4,358)		(4,358)	(101,943)	(7,468,634)	1.36%							(101,943)	(101,943)
Total Capital Outlay	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**100.00%**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Other Financing Sources																	
Preventive Maint (In)																	
Capital Outlay (In) Out	40,752	27,705	29,127	4,358		4,358	101,943	7,468,634	1.36%							101,943	101,943
Transfer (In) Out	(2,645)	(2,880)	(1,390)	(1,500)		(1,500)	(8,415)	(2,486)	338.50%		(7,444)			(971)			(8,415)
Total Other Financing Sources	**38,107**	**24,825**	**27,738**	**2,858**	**0**	**2,858**	**93,528**	**7,466,148**	**1.25%**	**0**	**(7,444)**	**0**	**0**	**(971)**	**0**	**101,943**	**93,528**
TOTAL EXPENSES	**718,813**	**699,010**	**265,360**	**228,224**	**51,868**	**280,092**	**1,963,276**	**15,633,186**	**12.56%**	**654,279**	**139,798**	**179,078**	**858,190**	**1,542**	**9,385**	**121,003**	**1,963,276**
Increase / (Decrease) to Fund Balance	**28**	**(114)**	**5**	**2**	**(507)**	**(505)**	**(586)**	**0**	**-100.00%**	**0**	**0**	**(460)**	**0**	**0**	**0**	**(126)**	**(586)**

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2020 through May 31, 2021

				TO Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	Apr	May	4th Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Revenues										
Grants & Contributions										
FTA 5311	620,891	708,243	656,703	230,593	194,262	424,855	2,410,692	3,088,411	78.06%	2,410,692
FTA 5307	502,970	404,265	568,441	226,588	205,980	432,568	1,908,244	1,628,851	117.15%	1,908,244
CMAQ - 5307		200,000					200,000	450,000	44.44%	200,000
TDA - LTF		131,225	711,080	68,949		68,949	911,254	1,157,358	78.74%	911,254
TDA - STA			230,453		8,098	8,098	238,551	572,403	41.68%	238,551
TDA - SGR	16,370		34,772	22,397	19,740	42,138	93,279	91,572	101.86%	93,279
NV State Parks								0	100.00%	
Sac Emergency Clean Air								400,000	0.00%	
Hybrid Voucher Incentive Pgm								43,114	0.00%	
Contributions	780	32,316					33,096	43,674	75.78%	33,096
Total Grants & Contributions	**1,141,011**	**1,476,049**	**2,201,449**	**548,528**	**428,080**	**976,608**	**5,795,116**	**7,475,383**	**77.52%**	**5,795,116**
Charges for Services										
FareBox Revenue	56,357	88,867	56,428				201,652	201,652	100.00%	201,652
Pass Sales								0	100.00%	
Advertising Revenue								0	100.00%	
Total Charges for Services	**56,357**	**88,867**	**56,428**	**0**	**0**	**0**	**201,652**	**201,652**	**100.00%**	**201,652**
Special Items										
Sale of Fixed Assets	1,676						1,676	2,500	67.03%	1,676
Miscellaneous	21	27	18	6	8	14	80		-100.00%	80
Insurance Claim Revenues	56,644						56,644		-100.00%	56,644
Interest Revenue	121	96	169	31	32	63	450	1,790	25.13%	450
Total Special Items	**58,462**	**123**	**187**	**37**	**40**	**77**	**58,849**	**4,290**	**1371.76%**	**58,849**
TOTAL REVENUES	**1,255,829**	**1,565,039**	**2,258,064**	**548,565**	**428,119**	**976,684**	**6,055,617**	**7,681,325**	**78.84%**	**6,055,617**
Expenses										
Operating										
Personnel	772,310	993,231	866,398	267,759	264,471	532,230	3,164,169	4,118,156	76.83%	3,164,169
Vehicle Fuel	46,741	50,439	62,206	20,993	22,417	43,409	202,796	315,720	64.23%	202,796
Sales Tax on Fuel	182	184	191				557	735	75.78%	557
Repair and Maintenance	225,714	135,809	161,927	52,125	88,390	140,515	663,966	879,655	75.48%	663,966
Insurance	60,417	65,196	61,187	20,300	24,024	44,324	231,123	311,427	74.21%	231,123
Reproduction & Printing	1,496	950	1,716	1,338	2,225	3,563	7,725	22,105	34.95%	7,725
Facility Rent	36,290	36,326	37,153	12,894	25,193	38,087	147,856	145,758	101.44%	147,856
Facility Utilities	12,807	20,180	25,364	5,653	4,721	10,374	68,726	72,746	94.47%	68,726
Telephone	6,673	7,891	6,860	2,290	2,177	4,467	25,891	28,968	89.38%	25,891
Supplies	20,407	17,908	22,895	4,357	3,696	8,053	69,264	93,665	73.95%	69,264
Advertising & Public Relations	6,107	779	3,037	55,048	1,864	56,912	66,835	85,000	78.63%	66,835
License & Permits			510				510	953	53.53%	510
Dues, Subscriptions and Publications	2,145	754	5,394	(20)	1,140	1,121	9,414	6,557	143.57%	9,414
Professional Services	70,044	89,127	91,626	9,670	23,399	33,069	283,866	395,608	71.75%	283,866
Bank Fees	1,179	1,151	1,382	448	447	895	4,606	5,481	84.04%	4,606
Training		1,629	5,591	89		89	7,309	25,500	28.66%	7,309
Travel	177	172	1,506	64	104	167	2,022	33,088	6.11%	2,022
Reimbursed Travel									100.00%	
Miscellaneous Expenses	1,527	1,716	493	109	95	203	3,939	48,000	8.21%	3,939

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2020 through May 31, 2021

				TO Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	Apr	May	4th Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Expenses Continued										
Grant Match	1	4,472		0		0	4,473	631,114	0.71%	4,473
ICAP - 10%	80,485	103,379	90,950	31,918	28,448	60,366	335,181	400,000	83.80%	335,181
Depreciation Expense	170,099	166,127	154,519	49,329	49,941	99,270	590,016	853,580	69.12%	590,016
Total Operating	**1,514,800**	**1,697,421**	**1,600,906**	**534,365**	**542,752**	**1,077,117**	**5,890,243**	**8,473,816**	**69.51%**	**5,890,243**
Capital Outlay										
Equipment under $5000				4,358		4,358	4,358	139,308	3.13%	4,358
Disposal of Fixed Assets								20,000	0.00%	
Reimbursed Capital Expenses								0	100.00%	
Total Capital Outlay	**0**	**0**	**0**	**4,358**	**0**	**4,358**	**4,358**	**159,308**	**2.74%**	**4,358**
Other Financing Sources										
Capital Outlay (In) Out	(40,752)	(27,705)	(29,127)	(4,358)		(4,358)	(101,943)	(7,468,634)	1.36%	(101,943)
Transfer (In) Out									100.00%	
Total Other Financing Sources	**(40,752)**	**(27,705)**	**(29,127)**	**(4,358)**	**0**	**(4,358)**	**(101,943)**	**(7,468,634)**	**1.36%**	**(101,943)**
TOTAL EXPENSES	**1,474,048**	**1,669,716**	**1,571,778**	**534,365**	**542,752**	**1,077,117**	**5,792,659**	**1,164,490**	**497.44%**	**5,792,659**
Increase / Decrease) to Fund Balance	**(218,219)**	**(104,677)**	**686,286**	**14,200**	**(114,632)**	**(100,432)**	**262,958**	**6,516,835**	**4.04%**	**262,958**

Tahoe Transportation District
Parking Systems Fund
Statement of Operations
July 1, 2020 through May 31, 2021

				Parking System Activity			Actual vs Budget			Program YTD		
	1st Qtr	2nd Qtr	3rd Qtr	Apr	May	4th Qtr	YEAR TO DATE	Board Approved Budget	Var %	PS Operations	PS Non-Compliance	Program Total
Revenues												
General Revenues												
Contributions					7,353	7,353	7,353	7,000	105.05%	3,040	4,313	7,353
Total General Revenues	0	0	0	0	7,353	7,353	7,353	7,000	105.05%	3,040	4,313	7,353
Charges for Services												
Parking Revenue	129,490	60,299	6,653	23,323	30,731	54,054	250,495	210,000	119.28%	250,495		250,495
Total Charges for Services	**129,490**	**60,299**	**6,653**	**23,323**	**30,731**	**54,054**	**250,495**	**210,000**	119.28%	**250,495**	**0**	**250,495**
Special Items												
Interest Revenue	1	4	4	1	1	3	12	0	-100.00%	12		12
Total Special Revenues	**1**	**4**	**4**	**1**	**1**	**3**	**12**	**0**	-100.00%	**12**	**0**	**12**
TOTAL REVENUES	**129,491**	**60,302**	**6,656**	**23,325**	**38,086**	**61,410**	**257,860**	**217,000**	**118.83%**	**253,547**	**4,313**	**257,860**
Expenses												
Personnel				1,825	8,895	10,720	10,720	17,955	59.71%	4,180	6,540	10,720
Contracts		13,599		1,772		1,772	15,371	89,430	17.19%	15,371		15,371
Professional Services			2,205	1,783	678	2,461	4,666	2,800	166.64%	1,135	3,531	4,666
Rent / Lease								12,000	0.00%			
Telephone					113	113	113			56	56	113
Advertising / Outrech								0	100.00%			
Supplies				239	3,168	3,407	3,407	1,500	227.13%	1,512	1,895	3,407
Repairs & Maintenance								3,000	0.00%			
Admin Fees	12,949	6,030	665	2,332	3,073	5,405	25,050	21,000	119.28%	25,050		25,050
Travel - Auto								500	0.00%			
Bank / CC Fees / Charge Back Fees	2,778	4,043	327	364	1,143	1,507	8,656	4,194	206.38%	8,656		8,656
Misc Fees								7,920	0.00%			
Depreciation	3,875	3,918	3,875	1,248	1,335	2,583	14,250	41,430	34.40%	14,250		14,250
TOTAL OPERATING EXPENSES	**19,602**	**27,590**	**7,072**	**9,564**	**18,405**	**27,968**	**82,232**	201,729	40.76%	**70,209**	**12,023**	**82,232**
Capital Outlay												
Equipment over $5000									100.00%			
Equipment under $5000									100.00%			
Total Capital Outlay	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	100.00%	**0**	**0**	**0**
Other Funding Sources - Revenues												
Revenues												
Capital (In) Out									**100.00%**			
Transfers (In) Out									100.00%			
Total Other Financing Sources	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	100.00%	**0**	**0**	**0**
Total Expenses and Other Funding Sources	19,602	27,590	7,072	9,564	18,405	27,968	82,232	**201,729**	**41%**	70,209	12,023	82,232
Increase /(Decrease) to Fund Balance	**109,889**	**32,712**	**(415)**	**13,761**	**19,681**	**33,442**	**175,628**	**15,271**	**1150.08%**	**183,338**	**(7,710)**	**175,628**

Tahoe Transportation District
Coronavirus Aid, Relief & Economic Security Act (CARES) and American Rescue Plan (ARP) funds received and converted to FTA 5307 funding

	Award	FY21	FY22	FY23	
FTA 5307 CARES - Admin / Ops	4,123,700	1,886,303	2,237,397	0	
FTA 5307 CARES - Preventive Maint	1,030,924	254,305	631,752	144,867	
Total FTA 5307 CARES	5,154,624	2,140,608	2,869,149	144,867	
FTA 5307 ARP - Admin / Ops	848,167	0	848,167	0	
FTA 5307 ARP - Preventive Maint	212,042	0	0	212,042	Agreement still pending
Total FTA 5307 ARP	1,060,209	0	848,167	212,042	
Total Funds	6,214,833	2,140,608	3,717,316	356,909	

	CARES BUDGET				ARP BUDGET					
	FY21	FY22	FY23	TOTAL	FY22	FY23	TOTAL	TOTAL REVENUE	Spent Thru May 2021 (All CARES)	Balance As Of May 2021
Operating Expenses										
Personnel	905,383	1,013,004	0	1,918,387	453,195	0	453,195	2,371,582	730,483	1,641,099
Vehicle Fuel	92,102	115,156	0	207,258	37,148	0	37,148	244,406	78,852	165,554
Sales Tax on Fuel	209	355	0	564	114	0	114	678	103	575
Repair & Maintenance (R&M)										
-Fluid & Oils	19,790	26,574	0	46,364	8,573	0	8,573	54,937	17,406	37,531
-Consumables	18,079	19,486	0	37,565	6,286	0	6,286	43,851	16,224	27,627
-Delivery	4,799	4,040	0	8,839	1,303	0	1,303	10,142	4,269	5,873
-Non-Refundable Core Taxes	66	21	0	87	7	0	7	94	58	36
-Other	6,110	12,756	0	18,866	4,115	0	4,115	22,981	5,447	17,534
-Equipment Rental	549	318	0	867	103	0	103	970	284	686
-Equip under $5K (TO Grant R&M)	6,316	7,087	0	13,403	2,286	0	2,286	15,689	5,521	10,168
-Passenger Amenities	3,903	7,087	0	10,990	2,286	0	2,286	13,276	3,267	10,009
Electrification - LTCC		15,368	0	15,368	4,958	0	4,958	20,326		20,326
Electrification - Shop St		2,318	0	2,318	748	0	748	3,066		3,066
Sub-Total Operating	1,057,306	1,223,570	0	2,280,876	521,122	0	521,122	2,801,998	861,914	1,940,084
Less Farebox - LCTOP	(125,040)			(125,040)			0	(125,040)	(125,040)	0
Less Farebox - Electric		(5,607)	0	(5,607)	(1,809)	0	(1,809)	(7,416)		(7,416)
Less Farebox			0	0		0	0	0		0
Total Operating Expenses	932,266	1,217,963	0	2,150,229	519,313	0	519,313	2,669,542	736,874	1,932,668

	CARES BUDGET				ARP BUDGET					
	FY21	FY22	FY23	TOTAL	FY22	FY23	TOTAL	TOTAL REVENUE	Spent Thru May 2021 (All CARES)	Balance As Of May 2021
Capital / Preventive Maintenance										
R&M-Salaries	104,179	312,318	54,300	470,797		65,321	65,321	536,118	77,679	458,439
R&M-Painting	126,846	0		126,846		0	0	126,846	5,388	121,458
R&M-Work Orders	18,550	187,610	52,744	258,904		75,861	75,861	334,765	80,488	254,277
R&M-Outside Contractor	4,450	120,460	33,907	158,817		67,922	67,922	226,739	40,230	186,509
R&M-Outside Tires	280	11,364	3,916	15,560		2,938	2,938	18,498	105	18,393
Total Capital / PM	254,305	631,752	144,867	1,030,924	0	212,042	212,042	1,242,966	203,890	1,039,076
Administrative Expenses										
Personnel	352,283	232,176	0	584,459	74,896	0	74,896	659,355	308,293	351,062
Insurance	126,805	118,817	0	245,622	38,328	0	38,328	283,950	100,305	183,645
Reproduction & Printing	5,234	8,859	0	14,093	2,858	0	2,858	16,951	4,916	12,035
Rent / Lease	63,801	54,573	0	118,374	17,605	0	17,605	135,979	57,176	78,803
Rent Meeting Room	0	94	0	94	30	0	30	124	0	124
Facility Utilities	29,906	26,929	0	56,835	8,687	0	8,687	65,522	26,461	39,061
Telephone	12,493	10,629	0	23,122	3,429	0	3,429	26,551	11,221	15,330
Equipment - Non Transferred	212	3,781	0	3,993	1,220	0	1,220	5,213	4,625	588
Supplies	34,232	26,633	0	60,865	8,592	0	8,592	69,457	22,626	46,831
Uniforms	133	2,483	0	2,616	800	0	800	3,416	4,017	(602)
Advertising & Public Relations	13	59,402	0	59,415	19,161	0	19,161	78,576	22,793	55,783
Postage	26,238	177	0	26,415	57	0	57	26,472	103	26,369
Dues, Subscriptions & Publications	3,986	2,126	0	6,112	686	0	686	6,798	3,549	3,249
License & Permits	217	351	0	568	114	0	114	682	191	491
Professional Services	132,847	299,164	0	432,011	96,505	0	96,505	528,516	118,537	409,979
Legal Services	7,301	12,401	0	19,702	4,001	0	4,001	23,703	6,506	17,197
Training	4,924	8,504	0	13,428	2,743	0	2,743	16,171	3,552	12,619
Travel - Per Diem	64	5,315	0	5,379	1,715	0	1,715	7,094	614	6,480
Travel - Commercial Air	0	1,790	0	1,790	578	0	578	2,368		2,368
Travel - Auto	53	3,498	0	3,551	1,129	0	1,129	4,680	372	4,308
Admin Support Fees (ICAP)	153,295	141,732	0	295,027	45,720	0	45,720	340,747	136,865	203,882
Total Administrative	954,037	1,019,434	0	1,973,471	328,854	0	328,854	2,302,325	832,722	1,469,603
Total	2,140,608	2,869,149	144,867	5,154,624	848,167	212,042	1,060,209	6,214,833	1,773,486	4,441,347

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Ratify a Second Operating Contract Agreement with Incline Village Crystal Bay Visitors Bureau, Truckee North Tahoe Transportation Management Association, Squaw Downtowner, LLC, and Tahoe Transportation District for a Micro-Transit Circulator Pilot Service in Incline Village Crystal Bay During the Fall of 2021

Action Requested:
It is requested the Board ratify a second contract extending TTD's public transit operating authority to Squaw Downtowner, LLC (Downtowner) funded by the Incline Village Crystal Bay Visitor's Authority (IVCBVB) and partners, and managed by the Truckee North Tahoe Transportation Management Association (TNT-TMA) for a pilot micro-transit circulating service during the fall season of 2021, that is substantively consistent with the first contract terms approved in May of 2021 for the summer season, except for the scope details related to the fall operation.

Fiscal Analysis:
The only costs to TTD are costs for legal counsel participation in reviewing and refining the contract. Contract provisions have been added by TTD legal counsel to protect and limit TTD's liability. IVCBVB is underwriting the cost of the service for one pilot season.

Work Program Analysis:
Time for coordination and public outreach are within the scope and assigned hours in the transit work program.

Background:
Staff was approached by Andy Chapman, President/CEO of IVCBVB and TTD Director regarding the proposed pilot and the potential for TTD to assist with its implementation this past April. Downtowner was looking to begin a pilot micro-transit service in Placer County this summer through an agreement with the Tahoe Truckee Area Regional Transit (TART) operation. IVCBVB had been very interested in establishing a transit circulating service for several years and saw the opportunity to expand the pilot by adding its own on the Nevada side. The issue of concern was the legal ability for the Downtowner to operate in Nevada in time to meet the desired summer pilot schedule. Subsequent discussions since that first meeting between IVCBVB, TNT-TMA, TART, Washoe RTC, and Downtowner led to the idea of TTD extending its operating authority to the pilot service.

CH/ja AGENDA ITEM: III.B.

The Board agreed with the concept and approved entering into a contract with the parties at the meeting in May of this year for the summer season pilot. The pilot has been well received by patrons, and the parties were interested in extending the pilot into the fall season.

Discussion:
The summer season pilot is concluding on September 30 and the IVCBVB and partners were interested in extending the pilot into the fall season. Board Director Andy Chapman has approached staff with extending TTD's operating authority beyond the existing contract deadline. Discussion with TTD Legal Counsel suggested a second agreement using the first as the basis. Staff had added this item to the last month's Board agenda. With the cancellation of the meeting due to the Caldor fire, the District Manager and Legal Counsel moved forward with the second agreement for the timeframe of September 7, 2021 through December 9, 2021.

The fall season service will continue to be provided by Downtowner, a private entity, funded by IVCBVB and partners, and administered by the TNT-TMA. TTD's role is providing its operating authority.

All operators are in communication with each other to coordinate on public messaging. The Downtowner pilot will be using the same marketing and logo branding the TART pilot service will be using. The Downtowner circulator service area serves Incline Village and Crystal Bay (Attachment A). It does not cross the state line and does not extend south on SR 28 beyond the Incline Village boundary.

Staff recommends ratifying the second season contract which was based on the initial contract (Attachment A) with the appropriate changes to the scope and costs.

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

Attachment:
A. Fall Season Contract

CH/ja AGENDA ITEM: III.B.

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Incline Village Microtransit Fall 2021 Pilot Program Services Agreement

THIS AGREEMENT is made by and between the **Tahoe Transportation District ("TTD"), Truckee North Tahoe Transportation Management Association ("TNT-TMA"), Incline Village Crystal Bay Visitors Bureau ("IVCBVB"),** and **Squaw Downtowner, LLC ("Contractor"),** who agree as follows:

1. **Authority and Responsibility of Parties; TTD Limitation of Liability.** TTD, having authority under Article IX of the Tahoe Regional Planning Compact (Public Law 96-551), as subsequently amended, to operate public and private transportation systems within the Tahoe region, hereby contracts with TNT-TMA and IVCBVB to authorize their operation of transportation services as set forth in Exhibit A to be provided by Contractor. TNT-TMA and IVCBVB shall be solely responsible for the funding, oversight, management, and compensation of Contractor's provision of services under the terms of this Agreement.

   TTD's role shall be limited to providing operating authority as specified in this section. TNT-TMA will provide program management as further specified in this Agreement. IVCBVB will provide total funding for this project as further specified in this Agreement. Contractor will provide micro transit operation as further defined in this Agreement.

   Contractor, IVCBVB, and TNT-TMA hereby acknowledge and covenant that any rights that Contractor may have or accrue as a result of the performance of services under this Agreement shall be deemed to be solely against TNT-TMA and/or IVCBVB, and that Contractor shall have no right to seek compensation from TTD.

   Contractor, IVCBVB, and TNT-TMA hereby acknowledge that TTD shall have no liability to Contractor or any other party under the terms of this Agreement with respect to the services to be provided hereunder, and each further covenant not to make any claims or demands against TTD with respect to any services performed under this Agreement, except to the extent provided for under Section 11 of this Agreement.

2. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

3. **Term.** The Term of this agreement is from September 7, 2021 through December 9, 2021

4. **Payment**. IVCBVB shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to TNT-TMA in the manner specified in Exhibit B for review and payment approvals; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to TNT-TMA. **The project term will be September 7, 2021 through December 9, 2021. Subsequent projects may be approved as amendments to this agreement. The initial project contract cost shall not exceed One Hundred and Eighteen Thousand Dollars ($118,000) for operational.**

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TNT-TMA shall provide services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit D. Payments for this and the preceding contract will not exceed the amount of $17,900 as indicated in the summer pilot program contract.

5. **Facilities, Equipment and Other Materials, and Obligations of TNT-TMA**. Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. IVCBVB shall provide parking facilities for the Contractor on terms as set forth in Exhibit C.

6. **Exhibits**. All exhibits referred to herein will be attached hereto and by this reference incorporated herein.

7. **Time for Performance**. Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

8. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the TNT-TMA, IVCBVB or TTD. TNT-TMA shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. TNT-TMA shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

9. **Licenses, Permits, Etc**. Contractor represents and warrants to TNT-TMA and IVCBVB that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession within the State of Nevada and County of Washoe. Contractor represents and warrants to TNT-TMA and IVCBVB that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

10. **Time**. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

11. **Hold Harmless and Indemnification Agreement**. The Contractor hereby agrees to protect, defend, indemnify, and hold TNT-TMA and IVCBVB free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other reasonable expenses incurred by TNT-TMA or IVCBVB arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the TNT-TMA or IVCBVB) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement, except where caused due to the sole negligence or willful misconduct of TNT-TMA or IVCBVB.

    The Contractor hereby agrees to protect, defend, indemnify, and hold TTD free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties,

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interest, court costs, legal fees, and all other reasonable expenses incurred by TTD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the TTD) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement (collectively, "Liability"), except where caused due to the sole negligence or willful misconduct of TTD.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit against either TTD, IVCBVB, and/or TNT-TMA at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or IVCBVB, TNT-TMA or TTD or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of IVCBVB, TNT-TMA and TTD from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this Agreement.

To the extent that Contractor does not or is unable to fully defend, indemnify, and hold harmless TTD from any and all Liability for any reason, TNT-TMA and IVCBVB agree to defend, indemnify, and hold harmless TTD, except in the event of concurrent negligence (or intentional/reckless acts) of IVCBVB or TNT-TMA and/or its officers and employees, on the one hand, and TTD and/or its officers and employees, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to a theory of pure comparative fault.

As used above, the terms IVCBVB, TNT-TMA and TTD shall be construed to include their respective board members, officers, agents, employees, and volunteers.

12. **Insurance**.

Contractor shall file with TNT-TMA Certificates of Insurance, in companies acceptable to TNT-TMA, with a Best's Rating of no less than A- VII meeting the following requirements:

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice from Contractor to the TNT-TMA, Incline Village Crystal Bay Visitors Bureau, and Tahoe Transportation District."

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Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the TNT-TMA upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

(ii) One of the following forms is required:

a. Comprehensive General Liability;
b. Commercial General Liability (Occurrence); or
c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

a. One million dollars ($1,000,000) each occurrence
b. Two million dollars ($2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy:

a. The limits of liability shall not be less than:
   i. One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
   ii. One million dollars ($1,000,000) for Products-Completed Operations
   iii. Two million dollars ($2,000,000) General Aggregate

b. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

(v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of TNT-TMA, which consent, if given, shall be subject to the following conditions:

a. The limits of liability shall not be less than:
   i. One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
   ii. One million dollars ($1,000,000) aggregate for Products Completed Operations
   iii. Two million dollars ($2,000,000) General Aggregate

b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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C. Conformity of Coverages
If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by TNT-TMA as noted above. In no cases shall the types of polices be different.

D. Endorsements
Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

(i) "The Tahoe Transportation District, Incline Village Crystal Bay Visitors Bureau, and TNT-TMA, and their respective officers, agents, employees, and volunteers are to be covered as an additional insured parties for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

(ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the Tahoe Transportation District and TNT-TMA with respect to any insurance or self- insurance programs maintained by the TNT-TMA and no insurance held or owned by the TNT-TMA shall be called upon to contribute to a loss."

(iii) "This policy shall not be changed without first giving thirty (30) days prior written notice to Tahoe Transportation District, Incline Village Crystal Bay Visitors Bureau, and TNT-TMA."

E. Automobile Liability Insurance
Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars ($2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Additional Requirements

(i) Premium Payments: The insurance companies shall have no recourse against the Tahoe Transpiration District, Incline Village Crystal Bay Visitors Bureau, TNT-TMA and their funding agencies, or their respective boards, officers and employees or any of them for payment of any premiums or assessments under any insurance policy or self-insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage. Any insurance or self-insurance maintained by the Tahoe Transpiration District, Incline Village Crystal Bay Visitors Bureau, TNT-TMA shall be excess of the Contractor's insurance and shall not contribute with such insurance.

(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be approved by TNT-TMA.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement. Any insurance in excess of limits specified above shall be available to TNT-TMA and TTD.

(iv) Verification of Coverage: Contractor shall furnish the TNT-TMA with original certificates and amendatory endorsements or copies of the applicable policy

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language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the TNT-TMA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The TNT-TMA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach: Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

G. Waiver of Subrogation – Each of the insurance policies specified in this Agreement shall be endorsed to state that the insurance carrier waives its right of subrogation against the Tahoe Transportation District, Incline Village Crystal Bay Visitors Bureau, and TNT-TMA, their respective officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor. However, Contractor hereby waives any rights of subrogation that may accrue to such insurers against TTD, Incline Village Crystal Bay Visitors Bureau, and TNT-TMA as a result of payments made for claims under such policies, and such waiver of subrogation shall be effective to the maximum extent permitted by law regardless of whether such endorsements are obtained.

13. **Contractor Not Agent**. Except as TNT-TMA and IVCBVB may specify in writing Contractor shall have no authority, express or implied, to act on behalf of TNT-TMA or IVCBVB in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind TNT-TMA, IVCBVB or TTD to any obligation whatsoever.

14. **Assignment Prohibited**. Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of TNT-TMA, said approval to be in the sole discretion of TNT-TMA.

15. **Personnel**.

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TNT-TMA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from TNT-TMA of the desire of TNT-TMA for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the “Project Team” in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of TNT-TMA shall be grounds for cancellation of this Agreement by TNT-TMA, and payment shall be made pursuant to Section 16 (Termination) of this Agreement only for that work performed by Project Team members.

16. **Standard of Performance**. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which

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Contractor delivers to TNT-TMA pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

17. **Termination**.

A. TNT-TMA and IVCBVB shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event TNT-TMA shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event TNT-TMA and/or IVCBVB shall terminate this Agreement:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof; provided, however, that “writings” shall not include, or be deemed to include, any of Contractor’s software, codes or algorithms, or any materials incorporating or embedding such software, codes or algorithms, used in the performance of this Agreement.

2) TNT-TMA and IVCBVB shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.

3) IVCBVB shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by TNT-TMA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, TNT-TMA and IVCBVB shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to TNT-TMA such financial information as in the judgment of the TNT-TMA is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which TNT-TMA and IVCBVB may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty (30) working days’ advance written notice to all other parties.

C. TTD may terminate this Agreement upon thirty (30) working days’ advance written notice to all other parties.

18. **Compliance with Laws; Nondiscrimination**. Contractor and any subcontractors, consultants, and other vendors performing services under this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and TNT-TMA policies, including the provisions of the Americans with Disabilities Act of 1990 and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical

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disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

19. **Records**. Contractor shall maintain, at all times during the term of this agreement, complete detailed records with regard to work performed under this Agreement as outlined in Exhibit A, Scope of Services, Section 1.5.3. in a form reasonably acceptable to TNT-TMA, and TNT-TMA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to Contractor until TNT-TMA is satisfied that work of such value has been rendered pursuant to this agreement. However, TNT-TMA shall not unreasonably withhold approval of payment and, if a dispute exists, the withheld approval of payment shall be proportional only to the item in dispute.

20. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data is the property of TNT-TMA and IVCBVB, and Contractor agrees to deliver reproducible copies of such documents to TNT-TMA on completion of the services hereunder and/or termination of this Agreement. Notwithstanding the foregoing or any other provision in this Agreement, Contractor retains all intellectual property rights and other rights, title and interest to its software, codes and algorithms used in performing services, and nothing in this Agreement provides or grants the TNT-TMA with any right, title or interest to any such software, codes or algorithms.

21. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

22. **Conflict of Interest**. Contractor certifies that no official or employee of the TNT-TMA, IVCBVB or TTD, nor any business entity in which an official of the TNT-TMA, IVCBVB or TTD has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the TNT-TMA, IVCBVB and TTD.

23. **Entirety of Agreement**. This Agreement contains the entire agreement of TTD, IVCBVB, TNT-TMA and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.

24. **Alteration**. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 16, Termination.

25. **Governing Law**. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that State shall govern its interpretation and effect. The Parties agree any legal dispute regarding this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Washoe, State of Nevada.

26. **Notification**. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

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Tahoe Transportation District
Att: Carl Hasty
PO Box 499
Zephyr Cove NV 89448
775-589-5500

Squaw Downtowner LLC
Att: Travis Gleason
210 NE 4th Avenue
Delray Beach FL 33483
561-929-1471

Incline Village Crystal Bay Visitors Bureau
Att: Andy Chapman
969 Tahoe Blvd
Incline Village NV 89451
775-832-1612

TNT-TMA
Att: Christine Maley-Grubl
10183 Truckee Airport Road
Truckee CA 96161
530-832-1612

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

27. **General Health Measures and Conduct**: Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others to contagious and infectious diseases. Should the any party observe any of Contractor's employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services, the Contractor shall immediately take measures to minimize or prevent exposure consistent with government guidance and best practices. Such removal of Contractor's employees or subcontractors shall not be considered a basis for that employee's claim for compensation or damages against any party. The employee shall not return to work until Contractor determines that the situation is resolved.

28. **Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of TNT-TMA and IVCBVB and shall be promptly delivered to TNT-TMA. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials. Consistent with Section 19 (Ownership of Information), "contract materials" shall not include, or be deemed to include any of Contractor's software, codes or algorithms, or any materials incorporating or embedding such software, codes, or algorithms, used in the performance of this Agreement.

29. **Counterparts; Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This

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Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with Nevada law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

TAHOE TRANSPORTATION DISTRICT

By: Carl Hasty
DocuSigned by:
Carl Hasty
2EA518DE22C04DF...

Its: _____

SQUAW DOWNTOWNER LLC

By: Travis Gleason
DocuSigned by:
Travis Gleason
D5B63378DB39462...

Its: _____

TRUCKEE NORTH TAHOE TRANSPORTATION MANAGEMENT ASSOCIATION

By: Dan Wilkins
DocuSigned by:
3550F5B6055B4AF...

Its: _____

INCLINE VILLAGE CRYSTAL BAY VISITORS BUREAU

By: Andy Chapman
DocuSigned by:
Andy Chapman
5E3B8AE839044FA...

Its: _____

EXHIBITS:
Exhibit A: Scope of Services
Exhibit B: Payment Terms, Contractor
Exhibit C: Facilities, Equipment and Other Obligations of IVCBVB
Exhibit D: Payment Terms, TNT-TMA

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EXHIBIT A
SCOPE OF SERVICES

1.1 BACKGROUND

The goal of the Fall Pilot Project is to continue to invest in transportation options and mobility for residents and visitors travel within Incline Village and Crystal Bay areas of Washoe County or trying to connect with the regional transit system. . This fall pilot program service will connect people and places within the service area during the evening hours currently not serviced by traditional mainline TART in the Incline Village and Crystal Bay areas. The service will be responsive to customer demand by providing riders the ability to reserve a ride in real-time through a smartphone application and software platform. The service will perform like a continuous vanpool and will dynamically route vehicles to meet riders demand, saving riders time compared to fixed-route options and replacing single-occupancy vehicle trips. The new public transportation service will incorporate a “MicroTransit” model within the TART system, utilizing shorter trips in duration and vehicles that are smaller than traditional transit vehicles.

1.2 OBJECTIVES

- Provide evening transportation options within the Incline Village and Crystal Bay communities compared to personal vehicles or traditional single occupancy transportation networking companies through competitive or reduced travel times, convenience, cost effectiveness and improved overall trip experience.
- Provide evening transit options to visitors and residents.
- Reduce congestion and improve traffic flow by reducing vehicles on the road.
- Implement a free to the rider micro-transit.
- Continue to test the impact of a Mobility on Demand Rideshare Service through a short-term project model on the pilot innovation zones.
- Better understand demand and willingness to use a rideshare service.
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements.

1.3 REQUIREMENTS

A. Turnkey solution provided through this Agreement to include the following items:

- Real-time, dynamic service
- Software application/platform necessary for scheduling, dispatch, user interface, data collection, reporting, backend dashboard.
- A telephone reservation system will be made available during all hours of service for those unable to utilize the smartphone app
- Vehicles – owned or leased by vendor
- Drivers
- Operation of service
- Customer service
- Storage for vehicles provided by IVCBVB
- Maintenance of vehicles
- Marketing of service in partnership with TNT-TMA

B. TNT-TMA and IVCBVB have identified one zone for the Mobility on Demand rideshare service in the Incline Village and Crystal Bay area.

- 7 days of service per week, Monday through Sunday, September 7, 2021 through December 9, 2021

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- Service hours to include Monday through Sunday 6pm to 12 midnight
- Passenger wait times of no more than 60 minutes, 90% of the time for up to 60 riders per day and 80% of the time for up to 100 riders per day. Shared passenger trips during peak hours will occur at a minimum of 38% of the time. Maximum trip times with the zone will be no more than 30 minutes. When requesting a ride, patrons must immediately be given an estimated wait time based on driver availability.
- All trips must begin and end within the identified zone (Zone identified in Exhibit A)
- Ability for riders to seamlessly make connections between Micro-transit service Zones as available.
- All trips will be free to the rider.
- Data sharing and ownership by TNT-TMA and IVCBVB as described in Section 1.5.3.
- On-site manager must be available during all hours when service is operational
- Ability to request an ADA accessible vehicle on-demand using the same technology as other patrons.
- Service option for those without a smart phone or internet access
- Ability to scale service based on demand
- Implement COVID-19 cleaning and capacity measures per current CDC Guidelines
- Contractors shall comply with all current applicable federal, state, and municipal laws, codes, and regulations aimed at employers to protect the safety and health of employees and the public.

1.4 SERVICE DAYS AND HOURS

The Fall pilot project term will be September 7, 2021 through December 9, 2021. Contractor will provide service for the fall pilot term, Monday through Sunday 6pm to 12 midnight beginning September 7, 2021 and operating through December 9, 2021. Wait times shall be no more than 30 minutes. Riders should always be able to travel within proposed service area.

1.5 DETAILED SCOPE OF WORK

TNT-TMA and IVCBVB requests the development and implementation of an innovative and dynamic demand response rideshare model. The key components of the Pilot Rideshare Service, as envisioned by the TNT-TMA and IVCBVB are outlined below.

1.5.1. FALL PILOT DEPLOYMENT PLAN

Contractor shall submit a pilot implementation plan for TNT-TMA and IVCVB review and approval, detailing all tasks necessary to deploy the Pilot Rideshare Service. Include timelines and indicate responsible parties. Tasks may include but are not limited to:

- Work elements separated into tasks and phases
- Identification of key staff by work activity and proposed location
- Identification of schedule start and stop dates for each activity
- Expected deliverables/results
- Key milestones (i.e., Pilot deployment, Performance Monitoring)
- Vehicle Procurement and Branding
- Driver Procurement and Training
- Administrative Processes
- Zone Familiarization Trips
- Promotional Events & Marketing
- Full-Service Deployment

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The work plan for services through December 2021 must be submitted to the TNT-TMA by September 6, 2021. The TNT-TMA and IVCBVB will review the work plans and collaborate on any needed changes.

1.5.2. PROJECT MANAGEMENT

Project management will be a key responsibility of the Contractor and a continuous function. The TNT-TMA has designated Christine Maley-Grubl to coordinate all project activities with the Contractor.

In the area of Project Management, the Contractor shall:

- Maintain and update the work plan as approved by the TNT-TMA.
- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordinate all required deliverables including, Pilot operations, vehicle acquisition, hiring of Contractors, vehicle wrapping or decals/branding, installation and configuration of software and hardware, documentation and training, performance monitoring and reporting.
- Be available and responsive to requests for information, inspections, or meetings

1.5.3. PERFORMANCE MONITORING AND REPORTING

A. Contractor shall provide regular reporting, as follows:

- Provide bi-weekly briefings to TNT-TMA on completed tasks, deliverables, and all issues experienced and/or resolved during the 2-week period, with an explanation and new date for unmet tasks and deliverables. The briefing will also provide a forecast of activities and expected deliverables for the upcoming 2-week period. The bi-weekly briefing shall contain, at a minimum:
    - Summary of Work Completed To-Date
    - Updates to Project Schedule
    - Status of Pilot and Deliverables
    - Activities and expected deliverables for the upcoming month
    - Red-flag issues
    - All complaints, whether written, verbal, or app-based
    - Any public app or TNT-TMA platform errors or downtime

B. Accident/Incident Reporting should be provided as follows:

- Contractor shall develop, implement and maintain formal procedures for response to accidents, incidents, service interruptions, and complaints, subject to TNT-TMA review and approval prior to initiating services under this AGREEMENT.

- Accident reports are to be submitted to TNT-TMA within one (1) business day for injury accidents, and within two (2) business days for non-injury accidents. Telephone notification on all injury accidents shall be provided to TNT-TMA thirty (30) minutes of occurrence.

- Contractor will be responsible for completing incident reports for vehicle and non-vehicle incidents, accidents, and collisions during performance of this contract. Incident reporting will be completed on a form prescribed by the TNT-TMA.

C. Provide Performance Reports as follows:

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- *Regular Performance Monitoring:* Reporting and analysis tools shall be built into the technology platform and open to the TNT-TMA for regular use. All data collected as part of the Pilot Project must be openly shared with the TNT-TMA and is the property of the TNT-TMA. The Contractor shall create custom reports as requested by the TNT-TMA. Reports shall allow for daily, weekly, monthly assessment of the Service so that changes can be made to improve service and ridership if deemed necessary by the TNT-TMA.
- *Performance Evaluation Reports:* Contractor shall provide a Performance Evaluation Report at the end of each month of Rideshare Service. At the end of the seasonal pilot, a Summary Performance Evaluation Report shall be submitted that includes all past performance measures and reporting to give a comprehensive overview of the success of the Rideshare Pilot Project to date.
- *Report Content:* Monthly Performance Evaluation Reports shall summarize the performance of the Pilot, using clear and measurable criteria that could include but are not limited to the list below, subtotaled for each zone:
    - Vehicle Revenue Hours/Miles: The hours (miles) that a vehicle is available to the general public and for demand response service includes all travel and time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the garage or dispatching point. In addition, VRH and VRM include the distance and time to pick-up the next passenger. This does not include deadhead distance and time. This definition is consistent with the National Transit Database definition.
    - Total Vehicle Hours/Miles: The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its garage or dispatching point to go into revenue service to the time it pulls in from revenue service. It is often called platform time. This includes deadhead distance and time. This definition is consistent with the National Transit Database definition.
    - Passenger Miles: The cumulative sum of the distances ridden by each passenger. This definition is consistent with the National Transit Database definition.
    - Unlinked Passenger Trips (ridership): The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.
    - Total number of unduplicated riders; both monthly and cumulative
    - Demand summary (Total number of ride requests, origin/destination, time of use, boarding's per revenue hour, total ridership, type of rider)
    - Trip data per zone (travel times, number of shared rides, average wait time, trip denial rate, booking abandonment rates, percentage of time expected wait times are not met, passenger no-shows, missed trips)
    - Hardware performance and reliability
    - Vehicle maintenance, performance, and reliability
    - Status and success of marketing efforts (number of events, attendance, audience reach, etc.)
    - Customer Service

1.5.4. Performance Metrics and Incentive

In the event Metric 1 and Metric 2 performance metrics are not met on a monthly basis, the variable rate of the contracted amount will be reduced by 5%. If contractor meets or exceeds Metrics 1 and 2, full variable cost will be paid each month. The penalty associated with Metric 3 is listed within the description below.

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A. Metric 1- Wait Time

The wait time goal of this pilot is 45 minutes. Drivers will arrive within 45 minutes for at least 90% of ride requests. This metric is valid up to 60 rides per day. On days when this ride threshold is exceeded, drivers will arrive within 60 minutes for at least 80% of ride requests. These metrics assume ride sharing is on. Rides that were delayed for reasons outside of the Contractor's control (such as road closures) will be documented by Contractor and not penalized.

A Ride Request is defined as a trip requested from an origin to destination with one or more passengers.

B. Metric 2- Trip Duration

80% of trips will have a maximum trip duration of no more than 20 minutes. Rides that were delayed for reasons outside of the Contractor's control (such as road closures) will be documented by Contractor and not penalized.

C. Metric 3 – Missed Trips

A missed trip is defined as any occurrence when the driver does not arrive at the pickup location of a ride request, and there is no circumstances beyond the Contractor's control such as a safety concern or a physical constraint outside of the driver's control. Each missed trip will result in a $500 penalty reflected in the variable rate of the contracted amount.

1.5.5. SOFTWARE, HARDWARE & EQUIPMENT PLANNING

Contractor shall provide all software, installation, training, and technical assistance, hardware and equipment required to deploy and manage the Rideshare Service.

A. Backend Technology Platform Characteristics and Documentation

- The TNT-TMA and IVCBVB desires full access to and ownership of all data associated with the Pilot to inform strategic transportation planning efforts. The TNT-TMA and IVCBVB envisions a backend technology platform that can be used to, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization and maintaining excellent quality of customer experience. The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, and mobile application. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, passenger breakdowns, driver performance, and other relevant trip details. The TNT-TMA's backend platform should be accessible via standard web browsers and from any commonly used internet-enabled device and should provide options to generate reports and extract operational data for analysis.

B. Vehicle Hardware and Equipment

- The Contractor shall provide all necessary hardware required to deploy the Pilot Rideshare Service. If any transfer of equipment is required between vehicles, transfer should be simple and efficient. The Contractor user interface should be safe, easy to use, and include audible and clear messaging indicating passenger updates and stop changes. Driving instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.

    a. Vehicle Acquisition & Operations Plan:

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The TNT-TMA expects the Contractor to supply and maintain all necessary vehicles for the Pilot Project. The pilot program will be operated utilizing vehicles designed, used, or maintained for carrying **NO** more than ten passengers (including the driver), with a weight rating of less than (GVWR) of 26,001. One vehicle shall be wheelchair lift equipped on order to meet the equivalent service standards under 49 CFR Part 37 Americans With Disabilities Act transit requirements.

If Contractor does not own the necessary vehicles for the Service as determined in the Service Model, vehicle acquisition by way of purchase, leasing, or other agreement will be required by the Contractor. The TNT-TMA desires vehicles that accommodate mobility limited users and bicycle storage, as feasible. Vehicles used in the performance of this Agreement shall be no more than five (5) years old and/or have no more than 150,000 miles during any time during the initial term or subsequent renewals of this Agreement. Vehicle registration and vehicle identification numbers will serve as proof of age. Vehicles must meet all EPA and California emission standards.

b. Vehicle Operations:
The Contractor is responsible for ensuring that all relevant federal, state, and local regulations are complied with. The Contractor shall clearly demonstrate that insurance and liability coverage will be provided for drivers.

1.5.6. SYSTEM AND USER TRAINING

This Rideshare Service is expected to be provided by the Contractor as a turnkey solution with minimal TNT-TMA staff resources needed to implement the service. However, the Contractor shall provide training and manuals for the TNT-TMA staff needed to monitor, assess, access data, and develop reports using the dashboard and other tools provided by the Contractor. The Contractor shall also ensure adequate and complete training of drivers.

1.5.7. TECHNICAL SUPPORT

The Contractor shall provide ongoing technical support to both the public and the TNT-TMA for the duration of the Pilot Project. The Contractor should indicate the level of technical support and ongoing monitoring that will be provided to ensure the system is functioning properly. Software upgrades should be provided as soon as they are available. Technical support could include but is not limited to:

A. Public Application and User Support:

- Phone and email responses to software failures or questions within 24 business hours
- Assistance with questions on use of approved software configuration and software version
- Availability of experts to confer on software new release installation and fixes to bugs
- Software upgrades

B. Vehicle Hardware Support:

- Troubleshooting hardware or network failure
- Assistance with technical recommendations focused on improving system performance

1.5.8. CUSTOMER SERVICE

Customer service shall be available to riders anytime the Rideshare Service is in operation. The TNT-TMA expects this service as part of the overall turnkey approach and will not have staff available to respond to customer service requests.

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• Riders shall have immediate access to customer service assistance via mobile application or phone call at any point in time when service is in operation. Customer service will be provided during service hours via the app, TART Connect which can be downloaded on either Apple or Android devices or by calling a local.
• Customer service concerns related to safety shall be addressed immediately and reported to the TNT-TMA within two (2) hours.
• TNT-TMA shall have access to all customer service comments, questions, requests, or complaints.

1.5.9. DRUG AND ALCOHOL TESTING

The Contractor shall 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 applicable oversight agency of the State of Nevada, or TNT-TMA, 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 shall certify as soon as possible upon award of the resulting Agreement. After the Agreement award date and initial certification, the Contractor shall certify annually its compliance with Part 655 before March 15 of each Agreement year and shall submit the Management Information System (MIS) reports before March 15 of each Agreement year to (TBD). 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.

The Contractor agrees to carry out pre-employment and other drug testing as to all safety-sensitive employees and sub-contractors performing safety-sensitive functions related to this service. The Contractor agrees to NOT hire or contract with any persons who test positive for substances prohibited under the approved contract or drug and alcohol policy to perform any services under this Agreement.

1.5.10. Americans With Disabilities Act Service Requirements

Access Requirements for Individuals with Disabilities**:** The Contractor agrees to comply with, and assure that any sub-contractor or, or third-party contract or under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). Language from the Federal Transit Administration (FTA) Circular dated November 4, 2015 is included below for reference. Contractor is required to comply with any applicable updates:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37;
    a. The following sections are relevant to the service provided by Contractor under this Agreement:

49 CFR Part 37 section 37.77(c)
“For purposes of this section, a demand responsive system, when viewed in its entirety, shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:
(1) Response time;
(2) Fares;

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(3) Geographic area of service;
(4) Hours and days of service;
(5) Restrictions or priorities based on trip purpose;
(6) Availability of information and reservations capability; and
(7) Any constraints on capacity or service availability"

In addition to ensuring equivalent service, a transit agency must also ensure applicable ADA transit requirements are being met. FTA Circular 4701.1, Section 7.5 states: "With these services, agencies have the same obligations to ensure, for example, that service animals are allowed to accompany riders with disabilities and that portable oxygen is accommodated. The training requirements in section 37.173[(1)] can be particularly important. Vehicle Contractors, including taxi drivers and volunteer vanpool drivers, must be trained to proficiency on safely operating vehicles and equipment and on properly assisting and treating riders with disabilities".

> **§37.173 Training requirements.** Each public or private entity which operates a fixed route or demand responsive system shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

2. U.S. DOT regulations "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles", 49 CFR Part 38;
3. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities

Receiving or Benefitting from Federal Financial Assistance," 49 CFR Part 27;

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Exhibit A - Scope of Services

Attachment 1

(Incline Village Zone Map)

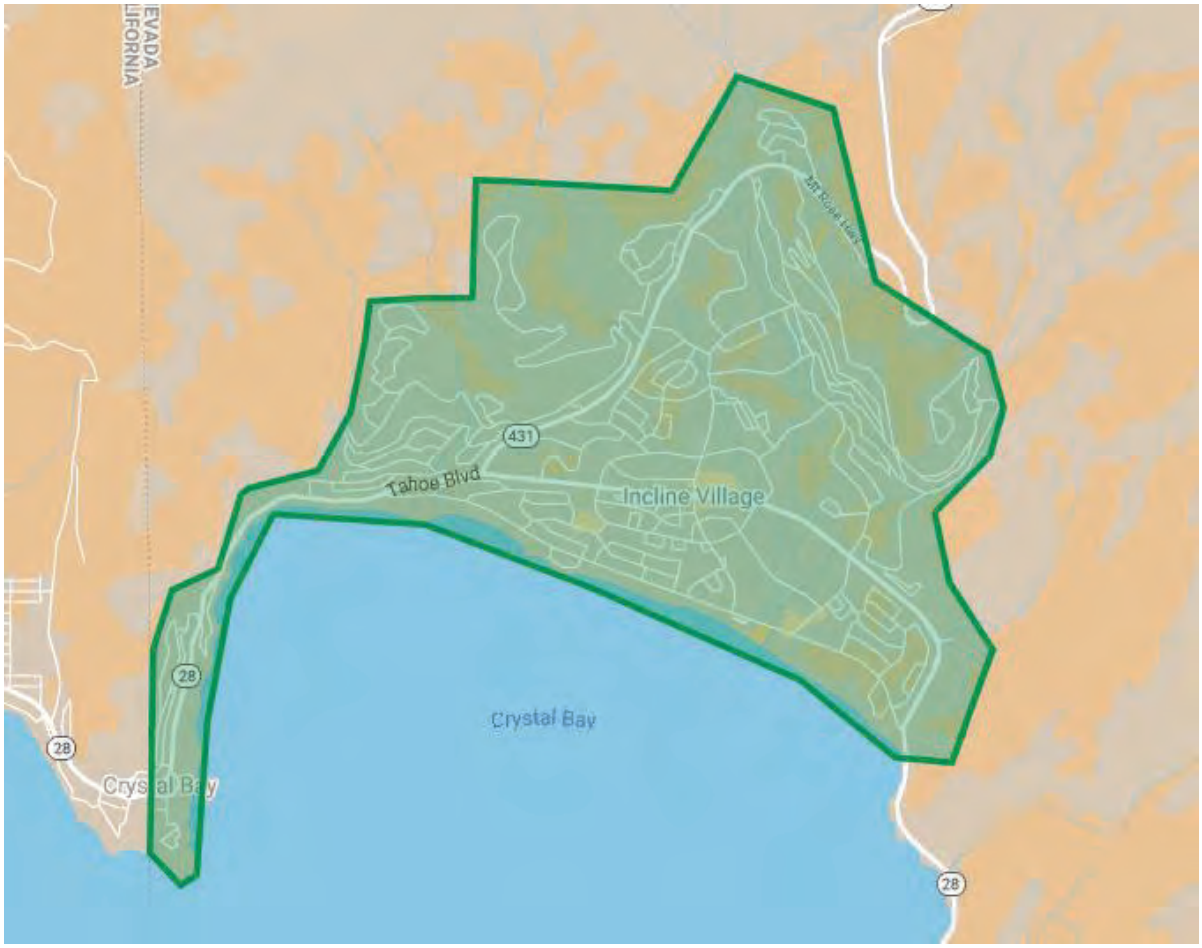

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EXHIBIT B
PAYMENT TERMS, CONTRACTOR

1. Payment amount

Contractor shall be paid for both fixed and variable costs as described herein.

a. Fixed Costs

Fixed costs will be billed prior to upcoming month with the initial payment being due September 1, 2021 and subsequent payments being made on October 15th and November 15th, 2021. Fixed costs will be $13,385 per month for a total of $40,155.

b. Variable Costs

Variable costs will be a maximum of $76,932 for the term of the pilot project. Variable costs will be billed monthly on the 15th of each month and should include expenses for the preceding month with the billing period beginning and ending in the same calendar month. (i.e. – The invoice for period September 1 –31 would be due on October 15th). Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

c. Non-authorized expenses

Reimbursement of travel, lodging, and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Agreement shall be borne by the Contractor.

The total of all payments made under this agreement shall not exceed the amount shown in Section 3 of this Agreement.

2. Invoice Requirements

The Contractor must submit written invoices monthly to the TNT-TMA by the 15th of each month for authorized expenses incurred in the preceding full month. For example, the invoice for the month of January would be due by February 15. Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

The monthly invoices must include both fixed and variable costs, must be in a format approved by the TNT-TMA, and must contain sufficient detail as required by the TNT-TMA.

Work performed and expenses incurred by Contractor will be subject to final acceptance by the TNT-TMA project manager(s).

Submit all invoices to:

TNT-TMA
Attn: Christine Maley-Grubl
10183 Truckee Airport Rd
Truckee, CA 96161

3. Payment Timing

The IVCBVB will make payment within thirty (30) days after the billing is received and approved by TNT-TMA and as outlined below. Incomplete or inaccurate invoices shall be returned to the

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Contractor unapproved for correction. Invoices shall be submitted in a format agreed upon by the TNT-TMA and the Contractor.

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EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF IVCBVB

IVCBVB will provide a location for Contractor to park Contractor-owned vehicles and employee-owned vehicles while on shift for services under this Agreement. Contractor's employees may not park their personal vehicles overnight in the IVCBVB -provided space. The IVCBVB will not be responsible for damage or vandalism to or theft from vehicles parked in IVCBVB provided areas.

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EXHIBIT D
PAYMENT TERMS, TNT-TMA

1. Payment amount

TNT-TMA shall be paid a program management fee of up to $17,900 upon completion of this program as outlined herein for both the Summer and Fall pilot program contract periods.

2. Invoice Requirements

TNT-TMA will submit an invoice to the IVCBVB upon completion of the program and no later than December 15, 2021 for authorized expenses incurred as project manager.

Invoice will be submitted to:

IVCBVB
Attn: Andy Chapman
969 Tahoe Blvd
Incline Village NV 89451

3. Payment Timing

The IVCBVB will make payment within thirty (30) days after the billing is received and approved.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approve the Modification of the Conditions of the Board Action of March 2021 for the Acquisition of the Property at 771 Southwood Boulevard, Incline Village, to Change the Awards of Matching Funds from Washoe County to the Regional Transportation Commission of Washoe County and the Nevada Department of Conservation and Natural Resources

---

Action Requested:
It is requested the Board modify the condition of a matching fund award from Washoe County for the acquisition of property at 771 Southwood Blvd. in Incline Village. And, in lieu, accept a funding agreement (Attachment A) with the Regional Transportation Commission of Washoe County (RTC) and a letter of funding commitment (Attachment B) from the Nevada Department of Conservation and Natural Resources (DCNR).

Fiscal Analysis:
TTD has been awarded $1.956 million from Title 49 of the US Code Section 5339 Bus and Bus Facilities fund program through the Nevada Department of Transportation (NDOT), along with concurrence from the Federal Transit Administration (FTA) for protective acquisition. The purchase price of the property is $2.35 million. Matching fund sources will now be RTC funds of $165,000, DCNR of $165,000, and Transportation Development Act funds for any balance up to $140,000.

Work Program Analysis:
The work associated with this item is consistent with prior Board direction and is accounted for in the work program.

Background:
At the March 2021 meeting, the Board authorized the District Manager to enter into a purchase agreement with Washoe County School District (WCSD) for the property at 771 Southwood Boulevard, Incline Village, NV for the evaluation of a Mobility Hub related to the development of Tahoe's Transit System and Operations for Public Transit and Public Access to the Lake Tahoe Region once all the following conditions are met: 1) the Tahoe Regional Planning Agency programs the NDOT funds in the FTIP; 2) Washoe County awards the necessary matching funds; 3) Legal Counsel reviews the agreement for federal compliance; and 4) WCSD agrees to all terms and conditions.

CH/ja AGENDA ITEM: III.C.

Discussion:
Since that March meeting, the strategy for the matching funds has changed from Washoe County to two different sources - RTC and DCNR. The Board of the RTC approved an award of $165,000 at their June 2021 meeting, and DCNR has provided a funding letter of commitment for another $165,000. DCNR's letter of commitment reflects they have two potential sources of funds to use and the process to final the choice and subsequent agreement has not yet been completed.

This item is to modify the TTD Board action of March to change the condition from Washoe County match funds to those of RTC and DCNR.

Staff recommends approval.

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

Attachments:

A. Agreement with RTC
B. DCNR Letter of Commitment

CH/ja AGENDA ITEM: III.C.

FUNDING AGREEMENT

This Agreement is dated and effective as of August 20, 2021, by and between the Tahoe Transportation District ("District") and the Regional Transportation Commission of Washoe County ("RTC").

W I T N E S S E T H:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

WHEREAS, RTC, District, and other public agencies contribute towards transit services and facilities in the Washoe County portion of the Tahoe Basin; and

WHEREAS, District intends to purchase the former elementary school in Incline Village (the "Site") to be used for the site of a potential new mobility hub if the Site is selected during the ongoing community-based final site selection process; and

WHEREAS, the purchase price of the Site is approximately $2,350,000, which will be funded with approximately $2,000,000 in Federal Transit Administration funds and approximately $320,000 in non-federal matching funds; and

WHEREAS, District and the Tahoe Regional Planning Agency have requested that RTC provide $160,000 (the "Funds") to be used by District as a portion of the non-federal matching funds for the purchase of the Site.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, it is mutually agreed by and between the parties as follows:

I. DISTRICT AGREES:

1. District will work diligently to complete the purchase of the Site.

2. District will invoice RTC for the Funds upon execution of a purchase and sale agreement. District will provide a copy of the fully executed purchase and sale agreement with the invoice. District shall submit the invoice to accountspayable@rtcwashoe.com. In the event that a purchase and sale agreement is not executed within a reasonable period of time (not-to-exceed one year from the date of this Agreement), RTC may terminate this Agreement upon 30 days written notice.

3. District will notify RTC in writing when the transaction closes and District takes title to the Site. In the event the transaction does not close and District does not take title to the Site, District will return the Funds to RTC.

4. In the event that the Site is purchased but another site in Washoe County is selected during the ongoing final site selection process, District will sell the Site within a reasonable period of time. In the event that the Site is sold, District may use the Funds for the purchase of the selected site in Washoe County with written concurrence from RTC's Executive Director; otherwise, District will return the Funds to RTC within 60 days of the completion of the sale.

5. In the event the mobility hub is not constructed within a reasonable period of time (not-to-exceed ten years from the date of this Agreement), District will return the Funds to RTC unless an extension of time is granted by written concurrence from RTC's Executive Director.

6. District will report annually to RTC on the status of the project.

II. RTC AGREES:

1. RTC will provide the Funds to District upon receipt of the invoice and the fully executed purchase and sale agreement.

2. RTC will remit payment within 30 calendar days following receipt of the invoice.

III. IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.

2. That RTC will have no obligations or responsibilities whatsoever with regard to any purchase or sale of the Site, grant applications or grant management, or ownership, operation and maintenance of the Site or the mobility hub.

3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Executive Director
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502

DISTRICT: District Manager
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property

damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.

5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

TAHOE TRANSPORTATION DISTRICT

By: _____
Carl Hasty, District Manager

Nevada Division of
STATE LANDS

STATE OF NEVADA
Department of Conservation & Natural Resources
Brian Sandoval, *Governor*
Bradley Crowell, *Director*
Charles Donohue, *Administrator*

September 24, 2021

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

RE: Funding for transportation hub project in Incline Village

Dear Mr. Hasty,

The Nevada Division of State Lands (NDSL) is in a position to support the Tahoe Transportation District's purchase of land for a multi-modal transportation hub in Incline Village. NDSL is committed to providing cost-share in the amount of $165,000. Once TTD secures matching funds, NDSL will generate a funding agreement for this amount.

One of two NDSL funding sources may be leveraged for this project: 1) the Lake Tahoe License Plate Program or 2) Excess Coverage Mitigation Fees through the Nevada Land Bank. If Excess Coverage Mitigation Fees are utilized for this project, there would be a requirement that 8,250 square feet of coverage be restored and retired on site during construction of the facility and verified by the Tahoe Regional Planning Agency (TRPA) upon completion of the project. The amount of coverage to be restored has been calculated by utilizing $20 per square foot, which is the TRPA Excess Coverage Mitigation Fee for the Incline Hydrologic Zone. If Lake Tahoe License Plate Program funding is to be utilized, then TTD would be required to submit an application and be subject to that grant program's competitive review. There is a grant round open currently that closes November 5th, 2021.

We look forward to working with you throughout the duration of this project. If you have any questions, please contact the Tahoe Program Manager, Meredith Gosejohan, at mgosejohan@lands.nv.gov or (775) 684-2736.

Sincerely,

Charles Donohue

Charles Donohue
Administrator

State Land Office • State Land Use Planning Agency • Nevada Tahoe Resource Program
901 S. Stewart Street, Suite 5003 • Carson City, Nevada 89701 • p: 775.684.2720 • f: 775.684.2721 • lands.nv.gov

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Review and Acceptance of the Quarterly Transit Report for the Fourth Quarter of Fiscal Year 2021

Action Requested:
It is requested the Board review and accept the quarterly transit report for the fourth quarter of fiscal year 2021 (FY21).

Background:
This report summarizes the quarterly status and efforts of TTD's transit program from April 1 through June 30, 2021.

Highlights:
- ✓ Ridership rebounds
- ✓ Federal mask mandate remains in effect
- ✓ COVID-19 vaccinations continue for staff
- ✓ East Shore Express suspended for summer 2021
- ✓ Proterra staff brought into regular LTCC Mobility Hub meetings as preparations for equipment installation begins
- ✓ Operator shortage remains acute
- ✓ Employee referral program commences
- ✓ Operator trainings continue

Transit Operations Report:
Zero-fare service continued to promote and improve transit access to the community.

The system rebounded well from the stall in ridership experienced early in the third quarter. Overall ridership in the fourth quarter of FY 2021 increased about 10 percent over the previous quarter and more than doubled from the prior year at 118 percent, as more areas within California were lifted from the stay-at-home orders issued in late 2020 and as vaccinations became increasingly available to the general public while localities moved through their recommended rollout phases.

Ridership on local Community Connections (Routes 50 and 55) continued its recovery at a strong pace. The fourth quarter closed with a 13 percent gain in ridership on Community Connections

TF/ja AGENDA ITEM: III.D.

over the third quarter. A 116 percent year-over-year increase for the last quarter of FY 21 followed the third quarter's 11 percent year-over-year decline; returning Community Connections back to its strong upward trend in ridership recovery, as seen in the first two quarters of FY 21.

System Ridership Q4 FY 2021										
		APRIL		MAY		JUNE		Q4 TOTALS		
Route		**2021**	**2020**	**2021**	**2020**	**2021**	**2020**	**FY 2021**	**FY 2020**	**% +/- vs. Q4 2021**
SLT Mainline	50	11,711	4,095	12,290	5,516	13,970	8,235	37,971	17,846	113%
SLT	55	6,962	2,036	6,808	2,776	7,227	4,698	20,997	9,510	121%
Community Connections		**18,673**	**6,131**	**19,098**	**8,292**	**21,197**	**12,933**	**58,968**	**27,356**	116%
Minden/Carson	19X	800	369	880	457	1,044	574	2,724	1,400	95%
SLT/Kingsbury/Minden (Hybrid)	22	2,076	550	2,138	922	2,389	1,340	6,603	2,812	135%
Regional Connections		**2,876**	**919**	**3,018**	**1,379**	**3,433**	**1,914**	**9,327**	**4,212**	121%
East Shore	28	-	-	-	-	-	-	-	-	0%
Paratransit		724	196	758	276	809	352	2,291	824	178%
System Total		**22,273**	**7,246**	**22,874**	**9,947**	**25,439**	**15,199**	**70,586**	**32,392**	118%
Average Daily Trips by Month		742	242	738	321	848	507	776	356	
Farebox*		**$ -**	**$ 4,646**	**$ -**	**$ 29**	**$ -**	**$ -**	**$ -**	**$ 4,675**	-100%

*On April 12, 2020, zero-fare service commenced on all transit routes to make travel safer in response to COVID-19.

Regional Connections (Routes 19x and 22) saw robust improvement this quarter closing with a 121 percent increase in ridership year over year—a remarkable recovery over all previous quarters of FY 21. The third quarter experienced an already notable rebound with a 38 percent increase.

Paratransit ridership stabilized with its strongest recovery since the start of the pandemic in early 2020: a 178 percent year-over-year gain during the fourth quarter. Even when comparing paratransit's rebound over the previous quarter, it still displayed a strong gain of over 15 percent.

As a result of the acute shortage of Bus Operators, ESE was suspended for summer 2021. Staff explored alternate options to maintaining the service, while in-house recruitment efforts were augmented. However, alternatives were deemed too time consuming to solve the immediate issue within a timeframe that would serve the summer season. This was the second summer ESE service was suspended in its entirety.

In an effort to minimize the construction season's impact on transit, staff coordinated with various project managers throughout the route area. A replacement of the snowmelt system's main at the Stateline Transit Center resulted in a different circulation through Transit Way, while a gas line replacement, adjacent to Shop Street, impeded access to the Transit Yard for a couple of days in June.

The Centers for Disease Control and Prevention's (CDC) federal mask mandate remained in effect, requiring all passengers to wear masks when awaiting, boarding, traveling on, or disembarking transit buses. The mandate continued to include individuals at transit facilities.

TF/ja AGENDA ITEM: III.D.

Previously provided clarity regarding mask compliance remained applicable, stating all face coverings **must**:

- Cover the passenger's nose and mouth
- Include two or more layers of tightly woven fabric
- Fit snugly but comfortably against the side of the face
- Be a solid piece of material without slits, exhalation valves, or punctures
- Be secured with ties or ear loops

Bandanas, single layer gaiters, scarves, and balaclavas were no longer acceptable face coverings.

TTD maintained established protocols and COVID-19 mitigation measures as recommended by local, state, and federal health officials, including the enhanced cleaning and disinfection of fleet vehicles; the use of back-door boarding and alighting, whenever possible; physical distancing; observing a buffer zone of empty seats between passengers and transit operators; and the use of alcohol-based hand sanitizer, which was available on all buses and in transit centers.

Finally, Staff continued to have access to on-site COVID-19 testing provided by Capstone Clinical Laboratories and daily self-screenings persisted. Physical barriers erected around shared work stations remained at the transit yard facilities. The availability of COVID-19 vaccinations continued for all interested Staff.

Fleet & Facilities:
Maintenance Technicians completed 613 work orders this quarter and responded to 52 road calls for service, as defined by the National Transit Database, meaning the bus did not complete its scheduled service. An improvement of fleet reliability was maintained, but challenges to fleet maintenance persist and are expected to continue until aging buses can be replaced and a new Maintenance and Administration Facility is constructed. Staff continued to pursue suitable funding sources whenever possible, however, TTD's capacity for funding capital assets remains severely limited without the availability of competitive local match sources.

LTCC Mobility Hub and Electric Infrastructure Update:
Project meetings continued between Staff, Liberty, and Lake Tahoe Community College (LTCC). Proterra staff was added to regular meetings in preparation for the installation of charging equipment during the summer months and in anticipation of the deployment of electric buses later in 2021.

Recruitment and Retention:
Overall recruitment and retention challenges continued to be exacerbated by the general conditions surrounding COVID-19.

Several factors persisted in the Bus Operator shortage:

- Relocation out of the area
- Resignation
- Reclassification to extra board Operators
- Operators who are ready for retirement
- Operators seeking a reduction in hours

The 11 x 7 foot banner which reads, “Hiring Now,” remained posted at the South Y Transit Center where it was visible to motorists, pedestrians, cyclists, and any others passing through the intersection. An electronic banner remained displayed across the top of the homepage of TTD’s website. Refreshed signage reading, “Now Hiring! Bus Operators, No Experience Needed, Call 775-589-5326,” was applied to the back of all TTD buses.

Paid advertisements were regularly announced and/or posted on various outlets such as Tahoe Daily Tribune, Record Courier, Nevada Appeal, Mass Transit, AARP, Hire Me Nevada, Reno Help Wanted, Facebook, Indeed, Craigslist, California Aggie, California Jobs, Government Jobs, Transit Talent, and Word of Mouth Jobs, along with any and all participation in job fair opportunities. TTD also continued to refresh position postings with partners such as LTCC, University of Nevada Reno, Sierra College’s Tahoe-Truckee Campus, Tahoe Meadows Community College, California Conservation Corps, Work for Warriors Nevada, Nevada Job Connect, Universal Technical Institute, El Dorado County Social Services, and Douglas County Community Services.

Lastly, a new employee referral program commenced April 1, 2021. The program encourages current employees to refer suitable candidates for open positions. If a referred individual meets the minimum qualifications and is hired, the referral is worth $500 paid in two separate installments. The first installment of $100 is paid to the current employee after the referred employee completes 90-days of employment. A second installment of $400 is paid after the referred employee completes one year of employment.

Training:
Safety trainings continued. April and May safety meetings covered Human Trafficking. Distracted Driving was covered during June safety meetings.

Additional Information:
If you have any questions or comments regarding this item, please contact Tara Frank at (775) 589-5508 or tfrank@tahoetransportation.org.

TF/ja AGENDA ITEM: III.D.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Update on and Ratification of the Renewal of the 2021/22 Nevada and California Workers' Compensation Insurance Policies

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Action Requested:
It is requested the Board receive an update on the renewal of the Nevada and California Workers' Compensation Insurance provided by Nevada Public Agency Compensation Trust (PACT) for Nevada and Public Risk Innovation, Solutions, and Management (PRISM) for California as described in this summary and ratify the renewal.

Fiscal Impact:
The cost for California primary workers' compensation insurance is expected to cost approximately $185,568 annually. California excess workers' compensation insurance will cost approximately $45,856 annually and the Nevada insurance will cost approximately $13,000 annually for a total of $244,424. All staff time and costs associated with workers' compensation insurance are accounted for in the approved FY 2021/22 budget.

Background:
The purpose of the Workers' Compensation program is to provide wage replacement payments, medical expense reimbursements and other benefits to employees who suffer a work-related injury or illness.

Having proper workers' compensation coverage is considered part of our comprehensive workplace safety program. It is a strategic investment for TTD's most important asset – its employees.

Since TTD is an employer in both states, the agency has worker's compensation insurance in both states.

Discussion:
Staff has renewed TTD's worker's compensation insurance policies for operations in California and Nevada to cover the current fiscal year.

Staff has been working with Alliant Insurance Services, Inc. (Alliant) as its broker of record. Alliant has had an on-going relationship with the California Transit Insurance Pool (CalTIP), which is the self-insured pool TTD belongs to for liability and property insurance. As a result,

Alliant is familiar with TTD's unique status as a bi-state, special purpose district. In short, if an employee starts and finishes his/her day in a state, the employee needs to be covered under that state's workers' compensation laws. California and Nevada have reciprocal statutes that exempt an employee hired outside of their states from the provisions of their workers' compensation law, if the employee is insured pursuant to workers' compensation laws in the other state. (*See* Cal. Gov. Code 3500.5; Nev. Rev. Stat. 616B.600.) Therefore, even when an employee may be temporarily working in another state, the home state policy responds and the indemnity payment schedules from the home state apply.

TTD has continued to secure coverage from Public Risk Innovation, Solutions, and Management (PRISM) membership, formerly the California State Association of Counties - Excess Insurance Authority (CSAC-EIA), a self-insured pool. On June 10, 2016, the Board approved TTD becoming a member of PRISM (formerly CSAC-EIA) and appointed the District Manager to act on TTD's behalf in all matters relating to membership. The Board also authorized application by PRISM (formerly CSAC-EIA) on TTD's behalf to the Director of Industrial Relations, State of California for a certificate of consent to self-insure workers' compensation liabilities through its membership in PRISM.

In addition, TTD has continued to maintain membership in the Nevada Public Agency Compensation Trust (PACT), a self-insured pool for the TTD Nevada employees.

Additional Information:
If you have any questions or comments regarding this item, please contact DeDe Aspero at (775) 589-5326 or daspero@tahoetransportation.org.

DA/ja AGENDA ITEM: III.E.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Update and Discussion on the Regional Revenue Consensus Effort with the Regional Government Services Consultant Team

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Action Requested:
It is requested the Board receive an update on the Regional Revenue consensus effort from Regional Government Services (RGS), the consultant team hired under contract with the Tahoe Regional Planning Agency (TRPA) to lead the consensus process for agreement on revenue source(s) pursuit, hold a discussion, ask questions, and provide input as part of a continuing dialog to arrive at agreement.

Fiscal Analysis:
The work of RGS is through contract with TRPA. TTD has executed a local project assistance agreement with the Nevada Department of Transportation (NDOT) and has received a Notice to Proceed. These programmed funds will cover staff time and other professional services costs associated with the regional revenue effort.

Work Program Analysis:
Work to address the next phase of regional revenue establishment is included in this fiscal year's work program and is dedicated to this effort. The approved workplan requirements will also be programmed for next fiscal year.

Background:
Since October of 2020, TTD and TRPA have been in a collaborative effort to arrive at consensus on a regional funding source(s) building upon TTD's work with the One Tahoe effort, the efforts of the Bi-State Consultation on Transportation, and the transportation efforts at the local level. The Board was introduced to the RGS consultant team at the last meeting. This will be a standing item for regional revenue discussion and decisions on the TTD agenda into next year.

CH/ja AGENDA ITEM: IV.A.

Discussion:
Regional Government Services (RGS) will cover the following at the October meeting:

- RGS survey results (policy objectives for new regional funding sources and an associated governance and administrative structure)
- Key findings from initial partner discussions
    - Data requests
    - Policy themes
- Review key products and milestones over the next five months, including upcoming TTD meeting items

Board questions, discussion, and input will help shape the work and outcomes in working with the team and staff over the next several months in anticipation of arriving at consensus.

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

Attachment:

A. Draft Slide Presentation

CH/ja AGENDA ITEM: IV.A.

Tahoe Sustainable Transportation Funding Initiative

RGS

Tahoe Transportation District

TAHOE REGIONAL PLANNING AGENCY

Overview

- Summary of Interviews
- Results of Policy Priorities Survey
- Process and Timeline

Interview Outcomes

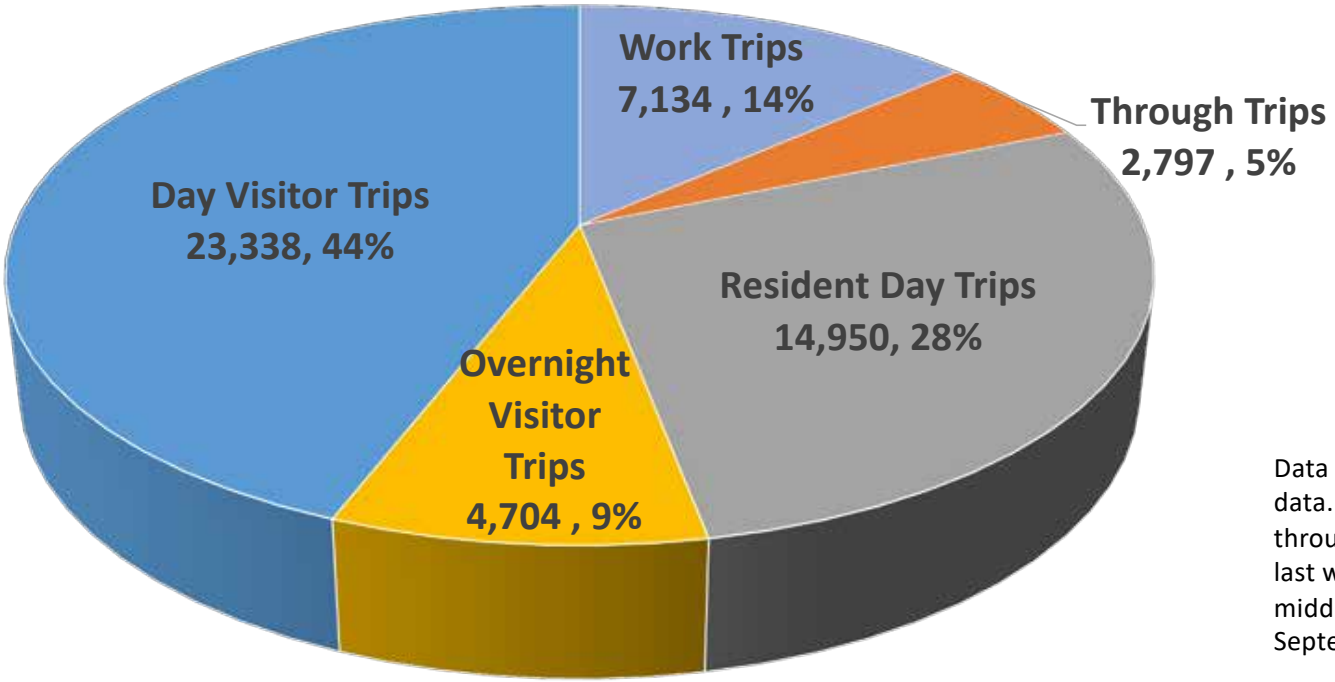
- Consensus Points
- Data Requests
- Implementation Questions
- Additional Themes

Interview Outcomes: Consensus Points

- Transportation Problems Need a Solution Now
  - Traffic congestion
  - Negative environmental impacts
  - Public safety concerns
- New Regional Funding Needed
  - Nevada SCR 8
  - 2020 RTP
  - 2021 VMT Standards
- Day Visitors Generate Large Impact

Interview Outcomes: Data Requests

Trip Type



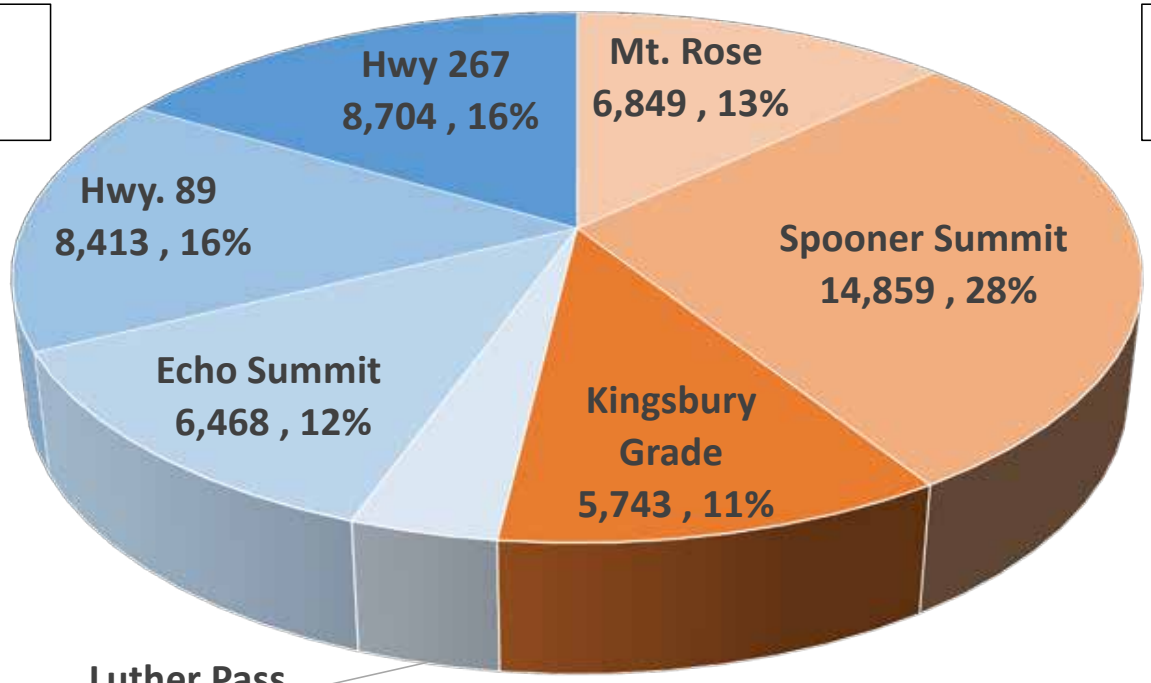
Data based on 2018 trip data. Represents Monday through Thursday for the last week of August and middle two weeks of September (a "model day").

Interview Outcomes: Data Requests

Trip Origin – Summer Midweek Average

California
25,472, 48%

Nevada
27,451, 52%



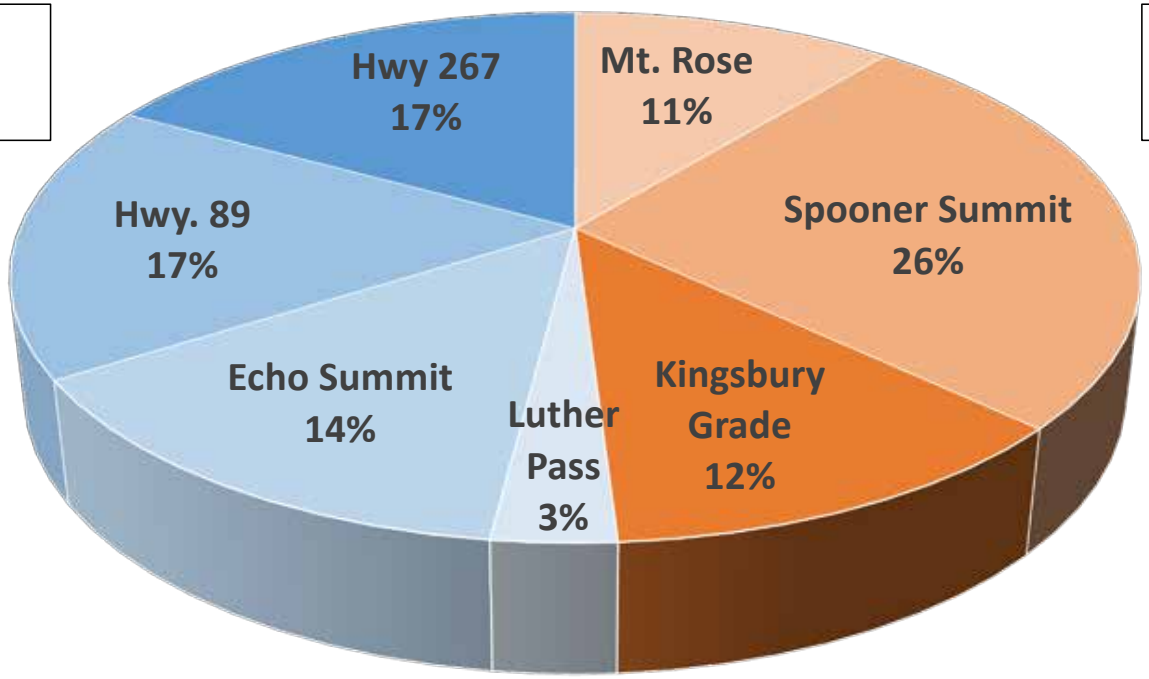
Data based on 2018 trip data. Represents Monday through Thursday for the last week of August and middle two weeks of September (a "model day").

Interview Outcomes: Data Requests

Trip Origin – Single Day (July 19, 2018)

California
51%

Nevada
49%



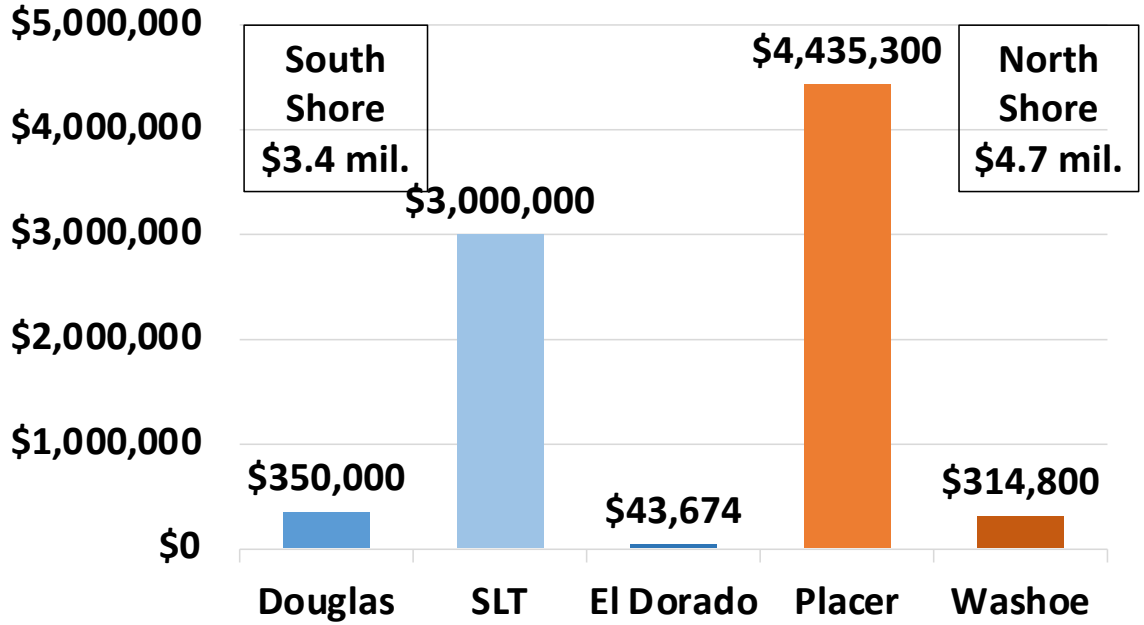
Data based on 2018 trip data. Represents Monday through Thursday for the last week of August and middle two weeks of September (a "model day").

Interview Outcomes: Data Requests

Current Annual Funding From Local Sources for Transportation

Major Local Funding Sources

- Douglas: TOT/TDTD
- South Lake Tahoe: sales tax (new), general fund
- El Dorado: utility connection fees
- Placer: TOT, general fund, fire dist., airport dist., Truckee, BID
- Washoe: road maintenance, RTC



Interview Outcomes: Data Requests

2019/2020 TTD Polling

- The Cromer Group
- 2019 CA & NV Polls
  - Registered voters
  - 1,300 sample size
  - +/- 4% error at 95% confidence
- Feb. 2020 In-Basin Poll
  - Registered voters
  - 400 sample size
  - +/- 5% error at 95% confidence

Interview Outcomes: Data Requests

Transportation Solutions From Other Mountain Resort Communities

No area has Tahoe's multiple jurisdictions

Mountain Communities

- Aspen/Vail Area, CO (Roaring Fork Transit Authority)
- Sedona, AZ
- Wasatch Range, UT (incl. Alta, Snowbird, Park City)
- Winter Park, CO
- Whistler, BC

Transportation Solutions

- Focus transit on visitors & commuters
- No free parking
- Free transit serves park-and-ride lots
- Funding: sales, property, hotel taxes, & service contracts
- Major employers fund transit

Data Webpage

https://www.trpa.gov/transportation/funding/sustainable-funding-initiative/

Interview Outcomes: Implementation Questions

- Local Funding
  - Different levels
  - Return to source
- Expenditure Plan
  - Identify specific projects & benefits
  - Articulate project phasing
  - Deliver (some) projects immediately
- Governance & Administration
  - Increased TRPA/TTD alignment
  - Implementing agency options

RGS

Tahoe Transportation District

TAHOE REGIONAL PLANNING AGENCY

Interview Outcomes: Additional Themes

- Multiple definitions of “equity”
- No consensus on funding source(s)
- Incremental approach
- Tahoe is special = unique approach

Policy Priority Survey

Survey Questions:

1. What four (4) policy objectives are most important to you when recommending **new regional funding sources** for transportation projects in the Lake Tahoe Basin?
2. What four (4) policy objectives are most important to you when recommending a **governance and administrative** structure for new regional transportation funding sources?

Policy Priority Survey: Regional Funding

Rank	Objective	Responses	
		%	No.
1	**Predictable & Sustainable**	71.4	10
2	**Fungible Revenue**	64.3	9
3	**Clarity & Transparency**	57.1	8
4	**Equity: Residents vs. Visitors**	42.9	6
5	Access	35.7	5
5	Equity: Income Groups	35.7	5
6	Economic Efficiency	21.4	3
6	Scalable	21.4	3

Rank	Objective	Responses	
		%	No.
7	Impact To Commuters	14.3	2
7	Voluntary	14.3	2
8	Business Impact	0	0

Other:

- Incentivize free alternative modes of transportation in lieu of paying the fee.
- Funding source also helps achieve other basin goals such as VMT and GHG reduction.
- Start surgically, prioritize projects specifically, make sure people understand what projects they are paying for.

Policy Priority Survey: Governance & Administration

Rank	Objective	Responses	
		%	No.
1	**Keep It Simple**	**69.2**	**9**
1	**Transparency**	**69.2**	**9**
2	**Implementation Feasibility**	**46.2**	**6**
2	**Project Coordination**	**46.2**	**6**
3	Immediate Results	30.8	4
4	Community Involvement	23.1	3
4	Local Control	23.1	3
4	Revenue Potential	23.1	3
5	Community Oversight	15.4	2

Rank	Objective	Responses	
		%	No.
5	Regional Equity	15.4	2
5	Return to Source	15.4	2

Other:

- We need more options, feeling like these aren't best objectives.
- Clear and decisive jurisdictional roles, responsibilities, and boundaries for all public agencies/entities/etc. with responsibility for any/all elements needed for transforming transportation in Tahoe.

Proposed Process & Timeline

- **August (now)**
  - Interview and survey results
  - Receive direction on data needs and decision-making process
- **September (proposed)**
  - Presentation of all possible funding options
  - Preliminary ranking of funding options and project priorities
- **October (proposed)**
  - Final decision on funding options and project priorities
  - Presentation of governance and administration options
- **November (proposed)**
  - Final decision on governance and administration options
- **December (proposed)**
  - Presentation of draft report

Comments/Questions

Public Comment

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Award a Contract to Koff and Associates for a Compensation and Classification Study Not to Exceed $68,480 and Authorize the District Manager to Execute a Contract for the Professional Services

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Action Requested:
It is requested the Board award a contract to Koff and Associates for a compensation and classification study not to exceed $68,480, and authorize the District Manager to execute a contract for the professional services.

Fiscal Analysis:
Expenditures associated with this item are in the approved FY 22 budget as part of the District's operations.

Work Program Analysis:
Work to manage, plan, fund, and operate public transit is included in this fiscal year's work program. The approved work plan requirements will also be programmed for next fiscal year.

Background:
TTD has never conducted a compensation and classification study. For most non-represented positions, the compensation and classifications system was brought over from the Tahoe Regional Planning Organization (TRPA) when TTD separated and adapted for TTD use. New non-represented positions have been added to various grades in the Salary Table using the classification tool. Represented positions were added in 2016 with compensation levels based on the contracted rates of pay included in the last contract between Keolis and the Teamsters. As new represented positions were added or salary adjustments were implemented, staff completed a review of market rates to establish new rates of pay.

Staff released a Request for Proposals (RFP) on May 28, 2021, with proposals due June 24, 2021. Unfortunately, staff received only one proposal and the cost was significantly higher than expected. Upon investigation with other potential firms, staff learned that the period of performance was too short and that caused firms to pass on submitting proposals.

Discussion:
Staff revised the RFP and re-issued it on July 12, 2021, with proposals due August 19, 2021. Staff received four proposals. The proposals were scored by an evaluation committee and considered responsiveness, project understanding, references, schedule, and pricing. Koff and Associates

GF/ja AGENDA ITEM: VI.B.

was the top scored firm and a notice of intent to award was posted to TTD's website on August 27, 2021. No protests were received.

Staff contacted Koff and Associates representatives and began negotiating a draft contract (Attachment A). The final pricing is not to exceed $68,480, with all work being completed remotely. The work is anticipated to occur over twenty-four weeks with substantial completion in early April 2022 and a presentation to the Board in May 2022.

Additional Information:
If you have any questions or comments regarding this item, please contact George Fink at (775) 589-5325 or gfink@tahoetransportation.org.

Attachment:

A. Draft contract between TTD and Koff and Associates

GF/ja

AGENDA ITEM: VI.B.

AGREEMENT FOR SERVICES
BETWEEN
TAHOE TRANSPORTATION DISTRICT
AND
KOFF & ASSOCIATES, A DIVISION OF GALLAGHER BENEFIT SERVICES, INC.

This Agreement for Services ("Agreement") is entered into as of this sixth day of October, 2021 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("District") and Koff & Associates, a division of Gallagher Benefit Services, Inc. ("Contractor"). District and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District has sought, by request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the District to perform those services.

C. District has authority to enter into this Agreement and the District's General Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for twelve (12) months. TTD reserves the right, at its sole discretion, to extend the contract term on a month-to-month basis. Contract shall not exceed eighteen (18) months cumulatively.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services set forth in the Request for Proposals and Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed sixty-eight thousand, four hundred and eighty dollars ($68,480.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. District shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses

are disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

District may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. District shall reject or finally accept Contractor's work within sixty (60) days after submitted to District. District shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to District all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

Notwithstanding the foregoing, Contractor will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives

thereof which no data or confidential information of the District was used to create and which was developed entirely using Contractor's own resources. To the extent Contractor's intellectual property is necessary for the District to use the services provided, Contractor will grant to the District a non-exclusive, royalty-free license to Contractor's intellectual property solely for the District's use of such services.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where District has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, District may, by written request, require that custody of such documents or records be given to the District. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

(c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed on in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the General Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

(b) District understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of District relative to such projects. Any future position

of District on such projects shall not be considered a conflict of interest for purposes of this section.

(c) District understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the General Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the General Manager or unless requested by the District Attorney of District, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives District notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify District should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in

Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

(e) District's Negligence. The provisions of this section do not apply to claims occurring as a result of District's sole negligence. The provisions of this section shall not release District from liability arising from gross negligence or willful acts or omissions of District or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the General Manager. Contractor agrees to provide District endorsements naming the District as additional insured pursuant to Exhibit "C" "Insurance" "Section C Other Requirements."

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. District has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." District acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify District of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. District may terminate this Agreement, in whole or in part, at any time by giving thirty (30) days written notice of termination to Contractor if District determines that termination is in its best interest. In the event such notice is given, Contractor shall cease immediately all work in progress. Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination.

(b) Termination for Cause. If District notifies Contractor of a default under Section 21 "Default" and Contractor fails to cure the default within the time frame provided, District may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of District. Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor's possession shall be returned to District. Contractor shall furnish to District a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the District may give notice to Contractor specifying the nature of the default and providing the Contractor a timeframe to cure the default. The District may hold all invoices until the default is cured. If Contractor does not cure the default to District's satisfaction in the timeframe given, the District may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the District to give notice of the Contractor's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY DISTRICT.

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail (read receipt requested) or first class mail, postage prepaid and return receipt requested, addressed as follows:

To District: Tahoe Transportation District
Attn: George Fink, TSPM
P.O. Box 499
Zephyr Cove, NV 89448
gfink@tahoetransportation.org

To Contractor: _____
_____
_____
_____

Notice shall be deemed effective on the date personally delivered or transmitted three (3) days after deposit of the same in the custody of the United States Postal Service or after electronic verification via a read receipt.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the General Manager or his or her designated representative. The General Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 “Amendment” and the General Manager’s contracting authority under District’s ordinances, rules and regulations.

DRAFT

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The General Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the General Manager's contracting authority under the District's ordinances, rules and regulations. All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, District may, from time to time, order work suspension or make changes to the Services to be provided by Contractor. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, Contractor shall promptly notify District thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by District.

SECTION 28. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 29. FEDERAL PROVISIONS.

District will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" shall control. In addition, the Federal Highway Administration's Required Contract Clauses for Federal Aid Construction Projects (FHWA Form 1273, revised May 1, 2012; https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf) is incorporated by reference herein.

SECTION 30. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or

services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 31. LAW TO GOVERN; VENUE.

In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Dorado, California where the dispute arises from Services performed in California, or shall lie exclusively in the County of Douglas, Nevada where the dispute arises from Services performed in Nevada. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California for Services performed in California, or in the District of Nevada for Services performed in Nevada.

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 33. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and District prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 34. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

DRAFT

RIV #4819-3383-6370 v2

TAHOE TRANSPORTATION DISTRICT

_____
Carl Hasty
District Manager

ATTEST:

_____
Judi Allen
Clerk of the Board

By: _____ By: _____

_____ _____

Its: _____ Its: _____

DRAFT

RIV #4819-3383-6370 v2

EXHIBIT "A"
SCOPE OF SERVICES

The scope of services includes all work, tasks, and schedules identified in Koff and Associates' Classification and Compensation Study Proposal submitted August 19, 2021 and incorporated herein by reference.

DRAFT

RIV #4819-3383-6370 v2

Koff & Associates
A Gallagher Company

August 19, 2021

Classification and Compensation Study Proposal

Tahoe Transportation District

KOFF & ASSOCIATES

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Managing Director, Compensation and Rewards Consulting

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Koff & Associates
Human Resources and Recruiting since 1984

COVER LETTER

August 19, 2021

Ms. Judi Allen
Executive Assistant
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448

Dear Ms. Allen:

Thank you for the opportunity to respond to your Request for Proposals for a **Classification and Compensation Study** for the **Tahoe Transportation District** ("District"). We are most interested in assisting the District with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, JPAs, and non-profit agencies.

Koff & Associates ("K&A"), now a Gallagher company, is an experienced Human Resources and Recruitment Services firm providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for 37 years. The firm has achieved a reputation for working successfully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our firm's extra effort has resulted in close to *100% implementation* of all of our classification and compensation studies.

K&A currently has 29 team members in California, Nevada, Oregon, and Arizona, and Arthur J. Gallagher, our umbrella corporation, has approximately 35,000 employees globally. K&A was founded in 1984 and Gallagher in 1927, both as corporations, neither is a certified DBE or SBE. Gross receipts exceed $15 million. Please see more information regarding the project team we propose for this project in the proposal narrative below.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

Our understanding of the project is that the Tahoe Transportation District ("TTD") desires human resources assistance to provide professional services to conduct a compensation and classification study, including recommendations and a suggested implementation and maintenance process to effectively provide the TTD with resources and expertise to further enhance the District's classification and compensation program. TTD seeks to be a "competitive" employer, defined as paying above market at the 75th percentile, with comprehensive benefit structures that set TTD apart as a premier employer within the Tahoe basin.

The District currently employs approximately 75 employees in 32 Classifications. For non-represented employees, the current pay scales cover 27 authorized classifications, ranging from entry-level employees to executives. The job analysis approach currently being utilized is a point factor system. Employees are eligible for merit increases and/or cost of living adjustments (COLA) on an annual basis, subject to budgetary guidelines, until they reach the maximum of the classification's salary range. TTD's fiscal year begins on July 1st and ends on June 30th. Retirement is provided through a Social Security Replacement plan and a 457 plan.

For represented employees, TTD has a collective bargaining agreement covering five authorized classifications. Minimum wages are defined and increases are partially contractual and partially based on attendance. There are no defined maximum rates. Retirement is provided through a 457(b) plan.

The study's first level of effort is to initially develop an updated and well-structured classification system and classification descriptions for all study positions that are legally compliant (including Fair Labor Standards Act ("FLSA") and Americans with Disabilities Act ("ADA") requirements), internally aligned, reflective of contemporary standards, and accurately descriptive of current roles, responsibilities, duties, and qualifications. The classification analysis process includes orientation and briefing sessions with employees, management, Human Resources, union representation, and other stakeholders, as appropriate; the completion of a position description questionnaire by employees; interviews with at least a representative sample of employees in each study classification; and interviews with supervisors and management to address any classification issues. All participating employees will be allocated to an appropriate classification; draft classification descriptions will be developed, and sent back to the District and incumbents for additional feedback and concurrence.

A second level of effort will be to review the District's compensation structure for the studied classifications and to conduct a total compensation market survey (salaries plus benefits) using a set of appropriate comparator agencies. The identification of comparator agencies, benchmark classifications, and benefits to be collected is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The compensation study will contain specific recommendations regarding the integration of all study classifications into the District's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes the District's compensation preferences into consideration as well as the appropriate placement of each classification on the District's salary schedule.

The study includes a significant number of meetings with the Study Project Team, employees, union representation, and the District's Board of Directors, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative

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and interactive approach resulting in greater buy-in for study recommendations. This interactive approach has resulted in almost 100% implementation success of K&A's studies.

As a Managing Director of Koff & Associates, Katie Kaneko would assume the role of Project Director and be responsible for the successful completion of project. We can be reached at our Berkeley address and the phone number listed on the cover page. Katie's email is kkaneko@koffassociates.com and my email is gkrammer@koffassociates.com. We are both officers of K&A and now also duly authorized as signing officers for Gallagher (please see certifications attached in the appendix).

This proposal will remain valid for at least 90 days from the date of submittal. We have received all addenda (i.e., the Q&A document that was recently sent to us).

Please call if you have any questions or wish additional information. We look forward to the opportunity provide professional services to the **Tahoe Transportation District**.

Sincerely,

Georg S. Krammer
Managing Director, Compensation and Rewards Consulting

2835 Seventh Street, Berkeley, California 94710 | 510.658.5633 | www.KoffAssociates.com

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APPENDIX LISTING

Appendix I: Résumés of Participating Staff

Appendix II: Lobbying Certification

Appendix III: Certification Regarding Debarment & Suspension

Appendix IV: Certificate of Authority to Sign

REQUIREMENTS OF RFP

K&A does not find any requirements in the RFP that are not acceptable or cannot be performed.

PROJECT UNDERSTANDING AND SCOPE OF WORK

Study Objectives

Classification Objectives:

- To analyze and update the District's classification system and each study position's classification description and structure through a comprehensive process of job analysis and evaluation, including review of existing documentation, position description questionnaire completion, employee interviews, management interviews, analysis of existing positions and working situations, analysis of levels of duties and responsibilities, and other professional methods, as appropriate;
- To recommend each study position for title change or reclassification (as appropriate), create new classifications (if applicable), eliminate outdated classifications (if applicable), and consolidate classifications assigned to similar functional areas (as appropriate);
- To provide for growth and flexibility of assignment within the new classification structure, where feasible, in recognition that some job duties and responsibilities may evolve over time, as well as to provide adequate career paths and class series/job families that will foster career service within the District;
- To clearly state definitions of job classifications, the typical job functions, and minimum required and preferred/desired qualifications such as education, prior work experience, knowledge, skills, abilities, licenses, certifications, and physical demands and working conditions;
- To provide a classification structure that ensures regulatory compliance, including allocation of each study position to the correct classification with appropriate FLSA designation as well as meeting ADA and EEO regulations;
- To provide for adequate educational, review, and appeal processes that will result in a product that is understood by all levels of personnel and is internally equitable; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate classification and level, methods for logical progression of movement between classifications, classification concepts and distinguishing characteristics, as well as the delivery of final reports and recommendations to guide the organization in implementing, managing, and maintaining the classification system.

Compensation Objectives:

- To make recommendations regarding a list of appropriate, logical and defensible comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation portion of the study;
- To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and

comprehensible to the Study Project Team, management, employees, union representation, and the Board of Directors;

- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes, according to generally accepted compensation practices;
- To review the District's compensation structure and practices and develop compensation recommendations that will assist the District in recruiting, motivating, and retaining competent staff;
- To develop solutions that address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the District's goals, objectives, and budget considerations;
- To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure;
- To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate salary ranges, methods for logical progression of movement within the salary scale for each classification, and other practices, so that our recommendations can be implemented and maintained in a competent and fair manner.

Overall Objectives:

- To review and understand all current documentation, rules, regulations, policies, budgets, procedures, class descriptions, organizational charts, memoranda of understanding, personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;
- To conduct start-up Study Project Team meetings with management, study project staff, and other stakeholders to discuss any specific concerns with respect to the development of classification and compensation recommendations; finalize study plans and timetables; conduct orientation sessions with management, union leadership, and staff in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;
- To work collaboratively and effectively with the District and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
- To develop a classification and compensation structure that meets all legal requirements, that is totally non-discriminatory, and that easily accommodates organizational change, growth, and operational needs;
- To document all steps in the process and provide documentation and training for Human Resources and other staff, as appropriate, in classification and compensation analysis methodologies so that the District can integrate, maintain, administer, and defend any recommended changes after the initial implementation; and

- To provide effective ongoing communications throughout the duration of the project and continued support after implementation.

Methodology / Work Plan / Deliverables

This section of the proposal identifies the actual work plan. We believe that our detailed explanation of methodology and work tasks clearly distinguishes our approach and comprehensiveness.

Our approach is to complete the classification and job evaluation before completing the compensation review. The reasons for this include:

- The description of the work performed and the requirements for that work are, in the minds of the employees and their supervisors, inextricably associated with the "worth of that work" or compensation, which is often a highly emotional issue. Separating the two phases of the study, even though elements of phases may be conducted concurrently, tends to produce more objective classification results.
- The compensation review will be completed when there is a full understanding of the work of the District, thereby ensuring that the data developed from the labor market and the District's classifications is accurate.

Given these parameters, our approach is as follows:

PHASE I: CLASSIFICATION STUDY

Deliverable A: Meetings with Study Project Team and Management Staff and Initial Documentation Review

This phase includes identifying the District's Study Project Team, contract administrator, and reporting relationships. Our team of Project Managers and H.R. Associates will conduct an orientation and briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, management, union representation, and the Board; and develop a timetable for conducting the same.

Included in this task will be the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets, memoranda of understanding ("MOU"), personnel policies, previous classification and compensation studies, operational and staffing information, and any other relevant documentation to gain a general understanding of District operations.

District terminology and methods of current classification and compensation procedures, as well as the written questionnaire instrument for the classification study that will be used in the job analysis phase will be reviewed and agreed to. We will discuss methodology, agree to formats for class descriptions and compensation results, identify appropriate comparator agencies, benchmark classifications, and benefits

to be surveyed for compensation survey purposes. We will respond to any questions that may arise from the various stakeholders.

Deliverable B. Orientation Meetings with Employees

We will facilitate several orientation meetings with employees over the course of several days and distribute our Position Description Questionnaire ("PDQ") to start the classification portion of the study. While these meetings are not mandatory, they form the beginning of the educational process that continues throughout the study. We will discuss the importance of the employees' involvement in the study and their participation in PDQ completion and job analysis interviews. Project processes will be explained, expectations will be clarified, and elements that are not a part of the study will also be covered. Questions will be answered and a detailed explanation and examples for completing the PDQ will be given.

The Position Description Questionnaire ("PDQ") will be discussed with the Study Project Team and customized as needed to meet the study objectives prior to distributing copies to employees.

Each PDQ will be handed out with the incumbent's current class description attached to the questionnaire so the employee can use this as a tool for completing the questionnaire.

In the past, we have typically conduct these orientation sessions in person, onsite, and at various client locations. We're happy to do so, of course, as the current circumstance around the pandemic permits (i.e., in terms of guidance from state and local government officials). In case we are required to continue conducting business virtually for a period of time, we can provide the District with many technological options to ensure a smooth process, as we have with many of our clients during the last year. Examples include:

- Scheduling app: Purchasing a scheduling web application for employee orientation sessions where up to 100 people can attend a session; employees can choose a session date and time and receive a confirmation which populates their calendar, and sends them a meeting reminder; it also generates attendee lists.
- Orientations: Providing more flexible options for employee orientation sessions by offering fewer options per day over a higher number of days to accommodate employee schedules; onsite meetings require a larger number of daily sessions over a more limited number of days.
- FAQs: Preparing a series of FAQ's for each study which are made available to employees after the orientation sessions.
- Recording meetings: Videotaping our employee orientation sessions (we also do this for onsite sessions) for employees who cannot attend a session; or simply recording a video-conference orientation session that employees could watch later.
- Chat lines: Training our staff on the use of communication tools such as chat lines; we intersperse our employee orientation session presentations with multiple points when questions can be asked.
- Post-meeting help: Remaining in the orientation session for about 5-10 minutes after it has "officially" ended in the event some employees want to stay behind to ask questions.
- Safeguards: For employee interviews, as we generally do, we prepare the schedules of dates and times for each employee and the client coordinates scheduling employees with departments, using agreed upon meeting options for employees. Safeguards are in place to ensure that only the employee/ employees (for group interviews) in that time slot can access the meeting, such as virtual "waiting rooms."

- Telephone support: Providing a direct telephone number for the K&A Project Manager to departments in the event there are scheduling or access issues.
- Time between meetings: Scheduling 10-15 minutes between meetings, versus on-site back to back meetings; this change results in slightly fewer meetings per day, but provides a less "hurried" nature to the meetings; and because the meetings are not onsite, clients do not need to reserve multiple meeting rooms for multiple days.

Our clients have received these operational changes very positively. We continue to ask our clients for feedback so we can implement continuous improvements. We recognize not all clients have the same technology as we do, which means we must provide viable technology options. While we provide multiple options, the expertise of our associates in asking relevant and probing questions of each study participant to better understand each employee's work is critical to the job evaluation interview process (see more information regarding employee interviews below). Our client-centric approach and methodology does not change with the venue.

Deliverable C. Collection and Review of PDQs

We recommend giving employees in the same classification the option of collaborating on completing a PDQ together, if the employees so choose. This will mostly affect Operators, Dispatchers, and Maintenance employees.

At the same time, we will invite employees to complete an individual PDQ if they prefer and if they wish to be interviewed separately. We provide an electronic version of our questionnaire so that employees can more easily complete it. Employees complete the questionnaire and then send it to their supervisor for review, comment, and signature. We typically require a second level of review by the next level of management in the reporting structure. This ensures that all staff have an opportunity to provide information as to what the nature of the job is for each job classification.

Upon receipt of the PDQs in our office, K&A staff will review and analyze the PDQs in detail along with other documentation to obtain an understanding of the duties and responsibilities assigned to each position.

Deliverable D. Interviews with Employees, Supervisors, and Management

Interviews will be scheduled with employees. Because this is a critical step in the information-gathering and educational process, we typically recommend scheduling interviews with a representative sample employees in each classification. We expect that the majority of interviews will be individual. However, we do invite employees in multi-incumbent classifications, such as Full Time Operators, for example, to choose either individual interviews or to be interviewed together as a group, if the work they perform is sufficiently similar. We want to ensure that the process is designed to make employees feel comfortable to speak openly and to have a voice, whether they prefer to speak with us individually or as a group.

Interviews will then be held with supervisory and management staff (division managers, department heads, etc.), who will clarify their own responsibilities and/or confirm the information we have received in the interviews with their staff (we allow more time for these interviews).

The purpose of the interviews is to clarify and supplement the questionnaire data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities. The appropriateness of the following will be assessed:

- Work being completed and relationships of positions to each other within a division/department as well as across the organization; and
- Classification structure and reporting structure.

Deliverable E. Classification Concept and Preliminary Allocation

Prior to developing detailed class descriptions, our job evaluation will result in a classification concept and employee allocation document that will be submitted to the District for review and approval. We will compare changes in business need and operations, as well as any reorganizations, with the established classification system and job families as well as review internal relationships between classifications to define the reasons for, and effects of, the proposed changes.

Our job analysis method is the whole position analysis approach. We will be happy to review the District's current point factor job valuation system and either use what is currently in place or recommend a different point factor system, if the District prefers. If the District is open to the whole position analysis approach, objective factors include:

1. Education Levels, Specialized Trainings, Required Certifications/Licenses, Desirable Certifications/Licenses
2. Required Experience
3. Problem Solving/Ingenuity
4. Attention/Stress (Concentration/Time Pressure & Interruptions)
5. Independence of Action/Responsibility
6. Contacts with Others/Internal/External
7. Supervision Received and/or Given to Others
8. Consequences of Action/Decisions Made on the Job
9. Equipment Used
10. Working Conditions
11. Physical/Mental Demands

This document will list broad class concepts and highlight where significant changes may be recommended, such as creating or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. We will review and analyze potential career ladders and promotional opportunities, including clearly delineated and distinguished levels within classification series. We will also review and update established titling guidelines for the studied classifications for appropriate and consistent titling.

A detailed, incumbent-specific allocation list for each position included in the study will be prepared, specifying current and proposed classification title and the impact of our recommendations (reclassification – upgrade or downgrade, title change, or no change).

At this juncture, we will review opportunities for career development, career ladders (as mentioned above), and opportunities for building succession planning strategies into the District's classification plan.

After we have completed this process, a meeting will be arranged to review any recommended changes to the classification plan with the Study Project Team.

Deliverable F. Draft Class Description Development

After preliminary approval of the class concepts and allocation lists, new and/or updated class descriptions will be developed for each proposed classification, following the format approved by the District.

From the review of the PDQs and employee interviews, we will update duties, responsibilities, and minimum qualifications of each class specification, as necessary. We will develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly, and/or if we recommend new classifications/class levels, and/or if operational changes, business needs, or reorganizations, have occurred.

Following EEO Uniform Guidelines, we will review, analyze, and update, as appropriate, knowledge, skills, abilities, education and experience, position definitions, purpose, distinguishing characteristics, supervision received and exercised, position functions and special requirements including licensing and certifications that are required and desirable. We will address relevance and hierarchical consistency of each classification and each class series.

We will also review and update physical demands based on the most typical job functions of each classification in accordance with the ADA.

Finally, we will review each classification's typical job functions and determine exempt vs. non-exempt status in accordance with "white collar" exemptions under the FLSA.

Deliverable G. Facilitation of Draft Class Description Review and Employee Feedback Process

A draft copy of the revised/new class description with allocation recommendation will be submitted to the Project Team and subsequently to each manager, supervisor, and employee, to give each stakeholder group an opportunity to provide comments and concerns regarding any modifications to the classification structure and specifications. Our experience has been that this is one of the most critical phases of the project (as well as one of the most time-consuming). Our proactive and effective communication process at this juncture has always avoided formal appeals, adversarial meetings, or major conflicts at the conclusion of our studies.

Each employee whose position was studied will receive a memorandum outlining what has been accomplished, how to best review the draft classification specification that will be attached, and how to provide feedback to us. Supervisors and managers receive a copy of their employees' draft class descriptions and will be asked to review their employees' comments and feedback to verify and concur with, or recommend changes to, the information provided.

We will ask employees to submit their written concerns (via their supervisor/manager) to our office. While employees may not always agree with our recommendations, they have a "second chance" to ensure that they have been heard and to continue learning the reasons specific recommendations were made.

Significant employee comments will be reviewed with management prior to making any significant changes to the proposed class plan. These discussions will be by email, telephone, or additional direct personal contact with employees, depending upon the extent of the response.

Allocation and/or class description changes will be made as required and the class specifications will be finalized and submitted for approval. All employees who submitted their comments during the review process will be notified in writing regarding the outcome of their concerns.

Deliverable H. Classification Plan and Draft of Interim Report and Final Report

A Draft Interim Report of the Classification Study will be completed and submitted to the Study Project Team for review and comment. The report will contain:

- Classification recommendations for each studied position, including documentation regarding study goals and objectives, classification methodology, approach, and process as well as all findings, analysis, and resulting recommendations;
- The recommended allocation list, classification title changes, job family and career ladder/career growth issues, reporting relationships, and other factors will all be included;
- The recommended classification structure will be in alignment with current business/ operational needs of the District; and
- Classification concepts and guidelines as well as methods used to determine appropriate classification and level, methods for logical progression of movement between classifications, distinguishing characteristics and other pertinent information for implementation and continued maintenance of the recommendations will be detailed.

Once we have received the District's comments regarding the Draft Interim Report and have made any necessary changes, a Final Classification Report will be developed.

PHASE II: TOTAL COMPENSATION STUDY

Deliverable A. List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected

During the initial meeting with the Study Project Team, we will discuss and agree to the compensation study factors. We will identify appropriate, logical and defensible comparator agencies that will be included in the external market survey, which will be the foundation for ensuring that the District's salaries for the studied classifications are competitively aligned with the external labor market.

We will also identify those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classifications with those that were surveyed.

Finally, we will determine the list of benefits that the District wants to include in the total compensation data gathering process.

1. Determination of Comparator Agencies

The selection of comparator agencies is a critical step in the study process. We typically use the following factors to identify appropriate comparators and will receive approval before proceeding with the total compensation study.

Our recommended methodology is that we involve management, employee representation, and the Board of Directors, in the decision-making process of selecting which comparable agencies are included, **PRIOR** to beginning the study. Our experience has shown that this is the most successful approach. The factors that we typically review when selecting and recommending appropriate comparator agencies include:

- ***Organizational type and structure*** – While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is somewhat unique, particularly in regard to its relationship to the citizens it serves and level of service expectation. During this iterative process, the District's current/ previous list of comparators, if any, and the advantages/disadvantages of including them or others would be discussed.
- ***Similarity of population served, District demographics, District staff, and operational budgets*** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- ***Scope of services provided*** – While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the *majority* of services are provided in a similar manner, sufficient data should be available for analysis. When reviewing this factor, the District's unique services would be evaluated in order to ensure that the majority of comparators provide the same services. This ensures that each comparator yields a sufficient number of matches for the District's jobs.
- ***Labor market*** – The reality of today's labor market is that many agencies are in competition for the same pool of qualified employees, because large portions of the workforce don't live in the communities they serve, are accustomed to lengthy commutes, and are more likely to consider changing jobs in a larger geographic area than in the past. Therefore, the geographic labor market area (where the District may be recruiting from or losing employees to) is taken into consideration when selecting potential comparator organizations. As part of this analysis, we will determine whether the District has identified agencies that it competes with for qualified talent; those agencies are taken into consideration for purposes of our analysis. It is important to understand and consider the District's competitive landscape and include agencies in the study to whom the District loses talent.
- ***Cost-of-living*** – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets. We review overall cost-of-living of various geographic areas, median house prices, and median household incomes to determine the appropriateness of various potential comparator agencies.

We typically recommend using 10-12 comparator agencies for all survey benchmarks in order to achieve statistical significance but are flexible and can easily use a different approach based on the District's preferences.

The District is also interested in including private sector for-profit employers in the survey. When it comes to private sector data, we work with purchased surveys that can supplement the public sector market data to represent the private sector. We use this approach because it is very unlikely that individual private sector employers will share their proprietary compensation data (we have tried and not had much luck with this approach previously); hence, we have to rely on purchased surveys and cannot survey individual employers.

We recommend using one or two surveys as one/two of the data points for the study, to supplement the comparator agencies. In the public sector, we have the luxury of developing surveys that are custom tailored to each specific agency, due to compensation data being publicly available. This ensures a detailed analysis of each benchmark classification surveyed. While private sector surveys typically only provide very general descriptions and analyses of benchmarks, one or two data points from purchased, or otherwise available, surveys can be an informative complement to the public sector survey. We have utilized the Economic Research Institute's ("ERI") compensation survey, as well as its cost of labor and cost of living indices over the years. In addition, we have used data published by the Bureau of Labor Statistics. We are happy to discuss this approach with the District in more detail.

2. Determination of Benchmark Classifications

In the same collaborative manner as described in Step 1 above, we will work with the District's stakeholders to select those classifications that will be surveyed.

"Benchmark classes" are ordinarily chosen to reflect a broad spectrum of class levels. In addition, those that are selected normally include classes that are most likely to be found in other similar agencies, and therefore provide a sufficient valid data sample for analysis. Internal relationships will be determined between the benchmarked and non-benchmarked classifications and internal equity alignments will be made for salary recommendation purposes.

Due to the relatively small number of job classifications, we will most likely survey the majority, if not all, of them. Exceptions may be the payroll accountant and transit accountant, for example, where one may be the benchmark for both. We may also use full-time operators as the benchmark for part-time operators and set part-time operators' salaries internally. We are happy to discuss this approach with the District, if we are fortunate to be selected for this project.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a total compensation study normally include at least the following (which are generally available to all staff in a specific job classification):

- **Monthly Salary –** The top of the normal, published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect number of hours in the work week and/or roll-up of retirement or other benefits in base salaries.
- **Employee Retirement –** This includes two figures: the amount of the employee's State or other public or private retirement contribution that is contributed by the agency and the amount of the agency's Social Security contribution.
- **Retiree Healthcare –** Given that healthcare costs are rising and retiree healthcare and liabilities increasing for many public agencies, we collect this information to capture the costs.

- **Insurance –** This typically includes Health, Dental, Vision, and other insurance coverage.
- **Leave –** Other than sick leave, which is usage-based, leave is the amount of days off for which the organization is obligated. We will discuss with the District whether leave days/hours should be converted to direct salary cost in dollars or represented in days/hours.
  - **Vacation:** The number of vacation days available to all employees after five years of employment.
  - **Holidays:** The number of holidays (including floating) available to the employee on an annual basis.
  - **Administrative/Personal Leave:** Administrative leave is normally the number of days available to management staff to compensate for the lack of payment for overtime. Personal leave may be available to other groups of employees to augment vacation or other time off.
- **Deferred Compensation –** We report any employer contribution made on the employee's behalf, whether dollar amount or percentage of salary, that does not require an employee-matching contribution. We can also report employer contributions that do require an employee match and would do so as a separate report.
- **Other –** This category includes any other benefits that are available to all employees within a classification and not already specifically detailed.

Deliverable B. Data from Comparators and Preliminary Analysis of Data

K&A does not collect market compensation data by merely sending out a written questionnaire. We find that such questionnaires are often delegated to the individual in the department with the least experience in the organization and given a low priority. Our experienced compensation analysts conduct all of the data collection and analysis to ensure validity of the data and quality control. This approach also ensures that we compare job description to job description and not just job titles, therefore ensuring true "matches" of at least 70%, which is the percentage we use to determine whether to include a comparator classification or not.

As mentioned above in the Classification methodology, our job analysis method is the whole position analysis approach.

We typically collect classification descriptions, organization charts, salary schedules, personnel policies, budgets, master plans, operational information, MOUs, and other information via website, by telephone, or by an onsite interview. With the prior knowledge from the data gathered directly from each comparator agency and our experience in the public sector human resources field, our compensation analysts make preliminary "matches" and then schedules appointments by telephone, or sometimes in person, with knowledgeable individuals to answer specific questions. We find that information collected using these methods has a very high validity rate and allows us to substantiate the data for employees, management, and governing bodies.

Data will be entered into spreadsheet format designed for ease of interpretation and use. The information will be presented in a format that will identify the comparator positions used for each classification comparison. Information will be calculated based upon both average and median figures allowing the District to make informed compensation decisions. Other elements of the compensation survey report

are agencies surveyed; comparable class titles; salary range maximum/control point; number of observations; and percent of the District's salary range is above/below the market values.

In addition, we will include any type of statistical representation and analysis that the District desires such as 75th, or any other, percentiles per the District's compensation philosophy.

Benefits data will be displayed in an easy-to-read format. You will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data. In addition, we are often asked to collect "other" benefits (as listed in the benefits section above), which we typically report on a separate spreadsheet.

Deliverable C. Draft Compensation Findings/Additional Analysis/Study Project Team Meetings

As part of our transparent approach and communication strategy to ensure organizational buy-in to the study, we share the market survey with the organization. We first distribute our draft findings to the Study Project Team. After their preliminary review, K&A will meet with the Study Project Team and other stakeholders (including management, employees, and their representatives) to clarify data, to receive requests for reanalysis of certain comparators, and to answer questions and address concerns. This provides an opportunity for the Study Project Team and other stakeholders to review and question any of our recommended benchmark comparator matches. If questions arise, we conduct follow-up analysis to reconfirm our original analysis and/or make corrections as appropriate.

Deliverable D. Analysis of Internal Relationships and Alignment

To determine internal equity for all studied positions, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, we utilize the whole position analysis methodology as described earlier.

By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series, for example, as well as across departments. This analysis will be integrated with the results of the compensation survey and the District's existing compensation plan.

The ultimate goal of this critical step in the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically, as well as horizontally, to reflect the District's classification structure that was developed during the classification phase of the study.

Deliverable E. Compensation Structure and Implementation Plan

Depending on data developed as a result of the internal analysis, we will review and make recommendations regarding internal alignment and the salary structure (set of salary ranges, salary differentials, steps within ranges, and/or alternative compensation plans) within which the classes are

allocated, based upon the District's preferred compensation model. In addition, we will develop externally competitive benefit comparisons for all classifications. We will also assist the District in developing a compensation philosophy and practices relative to the surveyed public jurisdictions, if desired. Finally, we will develop a proposed implementation plan based on the study results and recommendations.

We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure, if desired. We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting District goals, objectives, and budget considerations.

Draft recommendations will be discussed with the Study Project Team and management for discussions and decisions on overall pay philosophy and the practicality of acceptance and prior to developing an Interim Report.

Deliverable F. Final Report and Guidelines for Implementation

Volume II (Draft Interim Report of the Compensation Study) will be completed and submitted to the Study Project Team for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include:

- An executive summary of the compensation study results;
- A set of all market data spreadsheets;
- A proposed Salary Range Placement document;
- A procedure to address employees whose base pay exceeds the maximum of their newly assigned pay range;
- A process for merit performance compensation and strategies when employees reach the top of their allocated salary range (i.e., "top out");
- Implementation issues and cost projections surrounding our recommendations; and
- A guide for rules, policies and procedures for the District in implementing, managing and maintaining the compensation system, including determining whether TTD's job classification evaluation tool is still relevant and/or needs to be adjusted or modified and make recommendations for any changes, including a process for future ad hoc job evaluation requests.

Once all of the District's questions/concerns are addressed and discussed, a Final Classification and Compensation Report will be created and submitted in the District's preferred format. The Final Report will incorporate any appropriate revisions identified and submitted during the review of the draft report.

Deliverable G. Formal Appeals Process

Should the District have a formal appeals process regarding the allocation of positions to classifications and of classifications to salary ranges, this proposal does not cover time regarding a formal appeal process. Should our on-site participation be desired, our stated composite hourly rate will be honored. As mentioned above, however, our internal process usually addresses any of these issues.

Deliverable H: Final Presentation

Our proposal includes multiple meetings and conference calls and weekly oral and/or written status/progress updates to the Study Project Team. We will also be prepared to develop and present our reports and future impacts of any recommended changes to the Study Project Team, District Manager as well as other District management staff and the Board of Directors, if desired. We are accustomed to interacting with and guiding or facilitating discussions with Boards of Directors regarding market survey data, our recommendations, and overall compensation philosophy, as desired.

❖ Communication with the District:

Our typical communication model includes at least weekly or biweekly written status updates to keep the District informed on where we are during each phase of the project.

In addition, the study includes a significant number of meetings with the Study Project Team, human resources, management, employees, employee representation, and the Board of Directors, as desired. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and foster a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

❖ Post-Implementation Consultation and Support:

We are committed to providing the District with the highest-quality product and service. Providing ongoing consultation and support after study implementation is a service that is included in our professional fees and a continued relationship-building aspect of our client relationship that we highly value.

We often find that clients will call or email with follow-up questions and to discuss certain aspects of the study, ask why decisions and recommendations were made, and other important components of the study. We consider post-implementation support as part of our customer service.

Should the District request any additional onsite meetings and/or training after implementation of the study and/or other specific, identifiable work efforts, such as position reclassification studies, creating new class descriptions, or conducting annual surveys, we would honor our composite hourly rate for actual hours spent at the District. However, from experience, we expect that most follow-up support will be conducted via telephone and email and this is absolutely included in our "Not To Exceed Fee" for this project.

❖ Stakeholder Engagement:

The meetings and communications with stakeholders that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and encourage a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

We believe in an interactive and collaborative process with the whole organization and in a high level of stakeholder contact and interaction to ensure organizational buy-in of the study throughout the entire process. Following are the major milestones at which we touch base with Human Resources, employees, managers, employee representation, and other stakeholders, as appropriate:

- Initial study kick-off and employee/management orientation meetings;
- PDQ completion and review;
- Employee and management interviews;
- Employee, management, and Human Resources review of draft class descriptions;
- Contact with employees and management to address final classification issues;
- Stakeholder input regarding a list of appropriate comparator agencies, benchmark classifications, and benefits to be collected;
- District stakeholder review of compensation study data and contact with them to address any challenges to the market comparables we identified for each classification;
- Stakeholder input on internal salary relationship analysis and recommendations; and
- Stakeholder input regarding final compensation plans and structure recommendations.

These steps will ensure that the study results in a product that is accepted and trusted by all levels within the organization. Beyond sound mechanics, our approach includes sufficient communication steps to ensure that the study methodology is understood and the results are regarded as expert, impartial, and fair.

FIRM QUALIFICATIONS

Koff & Associates ("K&A") is a full-spectrum, public-sector human resources and recruitment services firm that was founded in 1984 by Gail Koff; K&A has been assisting special districts, cities, counties, other public agencies, and non-profit organizations with their human resources needs for 37 years.

As of April 30, 2021, we are in the process of merging with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western Region.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, Merit Boards, and Joint Power Authorities.

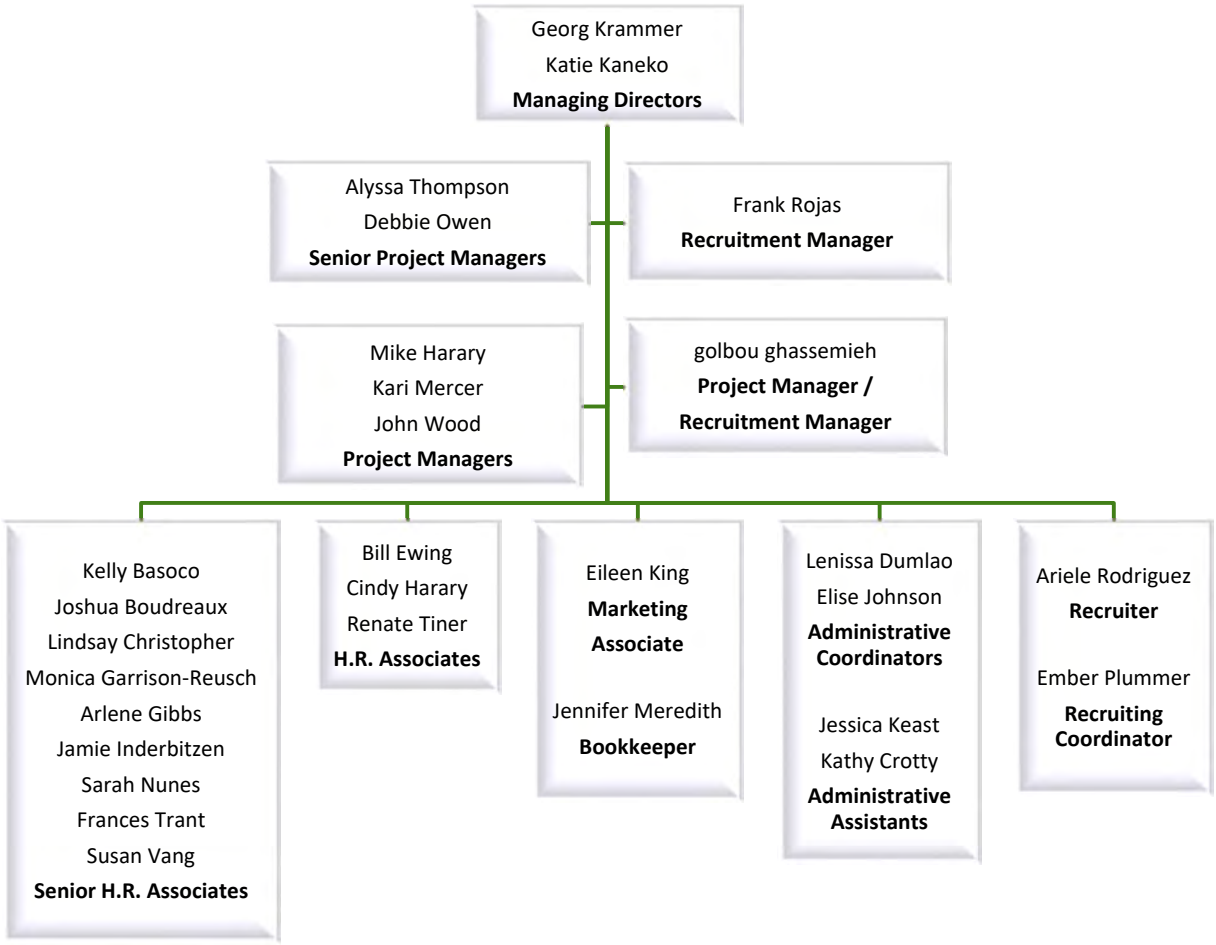
The firm's areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; training and development; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

Without exception, all of our classification, compensation, and organization studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients (please see https://koffassociates.com/our-clients/) is indicative of our firm's reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that in working with hundreds of public agency clients and completing hundreds of classification and/or compensation and other types of studies, we have only had a handful of formal appeals in our entire history.

Our team consists of 29 employees as shown below in our organizational chart.



No subcontractors will be assigned to this study.

TEAM MEMBER QUALIFICATIONS

All members of our team have worked on multiple comprehensive classification and total compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for TTD.

KEY PERSONNEL
Our project team will be led by Co-Project Directors Katie Kaneko (Managing Director) and Alyssa Thompson (Senior Project Manager). They will coordinate all of K&A's efforts, attend all meetings with the District, and be responsible for all work products and deliverables.

CONSULTANTS
Arlene Gibbs (Senior HR Associate), Kelly Basoco (Senior HR Associate), Lindsay Christopher (Senior HR Associate), Jamie Inderbitzen (Senior HR Associate), Susan Vang (Senior HR Associate), Cindy Harary (HR Associate) and Renate Tiner (HR Associate) will conduct classification analysis and interviews with employees and management, compensation data collection and analysis, internal job analysis, organizational assessment, and develop recommendations and implementation strategies.

Following are short biographies of the specific staff who will be assigned to this study (Their resumes can be found in the appendix):

Catherine "Katie" Kaneko, C.P.A., P.H.R.
Managing Director

Katie is one of the two principals of Koff & Associates. She brings more than 25 years of management-level human resources and consulting experience to K&A. She has extensive experience in classification analysis and evaluation techniques, compensation, performance incentive programs, recruitment, and organizational studies.

Armed with her Bachelor of Business Administration degree, and as a CPA (Certified Public Accountant), Katie began her career in an international accounting/consulting firm. She transitioned into Human Resources within the firm to become the Human Resources Director of the San Francisco office. She next moved into the high-tech industry where she served in leadership positions for high-growth companies, startup firms, and organizations in transition. Katie then moved to the public sector, joining K&A in 2003 and has been the firm's President since 2005; over the last 16 years, she has overseen hundreds of compensation, classification, organizational and other studies for cities, counties, and special districts throughout California.

Agencies for whom classification and/or compensation studies, or HR Services (such as organizational assessments, executive performance evaluations, succession planning studies, etc.) were led by Katie, as Project Director, during the last few years, include, but are not limited to, the following:

- **Cities and/or Towns**: Albany, Belmont, Benicia, Calistoga, Carmel, Coachella, Crescent City, Cupertino, Danville, Dinuba, Fairfield, Galt, Hayward, Hillsborough, Los Altos, Los Gatos, Madera, Manteca, Moraga, Morgan Hill, Mt. Shasta, Newman, Palo Alto, Paradise, Piedmont, Redwood City, Rohnert Park, Sacramento, San Bruno, San Pablo, Santa Cruz, Santa Rosa, Seaside, Sonora, Tracy
- **Counties**: El Dorado, Humboldt, Mendocino, Merced, Placer, San Joaquin, San Mateo, Sonoma, Tuolumne, Yuba
- **Courts**: Superior Court of the County of Alameda, Superior Court of San Joaquin County
- **Education**: First Five Contra Costa, First Five Santa Clara, Hartnell College, Salinas Union High School District, Southwestern Community College District, Travis Unified School District
- **State**: California State Compensation Insurance Fund; California State Auditor's Office

- **Other**: Municipal Pooling Authority, Public Agency Risk Sharing Authority of California
- **Special Districts**:
  - Air Quality: Bay Area Air Quality Management District
  - Community Services District: Cosumnes Community Services District, Discovery Bay Community Services District, Groveland Community Services District, Livermore Area Rec and Park District, Mendocino Coast Recreation & Park District, Rancho Murieta Community Services District, Town of Discovery Bay CSD
  - Fire and Police Protection: Central Fire District of Santa Cruz County, East Contra Costa Fire Protection District
  - Housing/Economic Development: Oakland Housing Authority
  - Open Space: Midpeninsula Regional Open Space District, Santa Clara Valley Open Space Authority, Sonoma County Open Space District
  - Public Utilities: Northern California Power Agency
  - Retirement: Contra Costa County Employees' Retirement Association, Retirement Office of City of San José
  - Solid Waste: Alameda County Waste Management Authority, Humboldt Waste Management Authority, Monterey Regional Waste Management District, Salinas Valley Solid Waste Authority
  - Transportation: Alameda Contra Costa Transit District, San Francisco County Transportation Authority, Solano Transportation Authority
  - Wastewater: Castro Valley Sanitary District, Central Contra Costa Sanitary District, Dublin San Ramon Services District, East Palo Alto Sanitary District, Encina Wastewater Authority, Fairfield Suisun Sewer District, Las Gallinas Sanitary District, Monterey Regional Water Pollution Control Agency, Mt. View Sanitary District, Vallejo Flood and Wastewater District, West Valley Sanitation District
  - Water: Alameda County Water District, Coastside County Water District, Indian Wells Valley Water District, North Coast County Water District, Santa Clara Valley Water District, Valley County Water District, Zone 7 Water Agency

Katie will be key personnel and serve as the Co-Project Director for this project; she will coordinate all of K&A's efforts, will attend all meetings with the City, and will be responsible for all work products and deliverables.

Alyssa Thompson, Ph. D.
Senior Project Manager

Alyssa has over 12 years of human resources experience in classification and compensation analysis and development, performance management, affirmative action program development, and recruitment. Alyssa also has experience in designing and conducting quantitative and qualitative research studies.

Since joining K&A in 2007, Alyssa has led and worked on well over 300 classification, compensation, organizational assessment, and recruitment projects for cities, counties, and special districts, including but not limited to some of these more recent projects:

- **Cities and Towns**: Concord, Danville, Discovery Bay, Fremont, Hayward, Hillsborough, Los Altos Hills, Monterey, Napa, Oakland, Orange, Palm Desert, Piedmont, Redlands, Sacramento, San Diego, Santa Barbara, Santa Rosa, Vallejo

- **Counties**: Bernalillo (New Mexico), Humboldt, Orange, Placer, San Joaquin, San Mateo, Solano, Tehama, Tuolumne
- **Special Districts**:
  - Community Services District: Cosumnes CSD, Hayward Area Recreation and Park District, Heritage Ranch CSD, Tualatin Hills Park & Recreation District (OR)
  - Fire and Police Protection: Sacramento Metropolitan Fire District
  - Housing/Economic Development: Housing Authority of the County of Alameda, Oakland Housing Authority, San Diego Housing Commission, Santa Clara County Housing Authority
  - Open Space: Midpeninsula Regional Open Space District
  - Public Utilities: East Bay Municipal Utility District, Northern California Power Agency
  - Transportation: Alameda County Transportation Commission, Livermore Amador Valley Transit Authority, Metropolitan Transportation Commission, Ontario International Airport, Port of Hueneme, Port of Long Beach, Riverside County Transportation Commission, SACOG (Sacramento Area Council of Governments), Western Riverside Council of Governments
  - Wastewater: Central Contra Costa Sanitary District, Central Marin Sanitation Agency, Encina Wastewater Authority, Orange County Sanitation District, Vallejo Flood and Wastewater District
  - Water: Alameda County Water District, Bay Area Water Supply & Conservation Agency, Coastside County Water District, Contra Costa Water District, Dublin San Ramon Services District, Mid-Peninsula Water District, San Bernardino Valley Water Conservation District, Santa Clara Valley Water District, Santa Clarita Valley Water Agency, South Coast Water District, Valley County Water District, Zone 7 Water Agency
- Education: Alameda Unified School District, Berkeley Unified School District, Cutler-Orosi Unified School District, Foothill-De Anza Community College District, Mount San Antonio College, Salinas Union High School District, Travis Unified School District, West Valley Mission Community College District
- Courts: Habeas Corpus Resource Center, Superior Court of California-County of Orange

She earned a Bachelor's degree in Psychology with a minor in Sociology-Organizational Studies from the University of California, Davis, and a Ph.D. in Organizational Psychology from Alliant International University.

Alyssa will serve as the Co-Project Director for this project; she will help coordinate all of K&A's efforts, will attend all meetings with the District, and will be responsible for work products and deliverables, as well as provide consultant support throughout the effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, organizational analysis, development of recommendations, and implementation strategies.

Kelly Ann Basoco, SPHR, SHRM-SCP, PHRca
Senior H.R. Associate

Kelly's professional qualifications include over 15 years of experience in the Human Resources field, primarily as a generalist. She spent the first 12 years in the private sector as a Human Resources Manager working for global companies such as Parker Hannifin and 3M. Kelly gained experience in employee relations, policies and procedures administration, recruitment activities and performance management; with Parker and 3M she also worked with mergers and acquisitions and managed plant/facility closures.

Kelly was Director of Human Resources for a multi-state manufacturing company where she oversaw corporate human resources. Kelly transitioned to human resources consulting providing human resources audits, policy and procedure development, performance management and investigations for local businesses and classification and compensation studies for the public sector.

Since joining K&A, Kelly has conducted classification and/or compensation studies, organizational assessments, and other HR projects, for the following agencies:

- **Cities / Towns:** Coachella, El Monte, Galt, Citrus Heights, Hillsborough, Manteca, Milpitas, Morgan Hill, Murrieta, Newman, Perris, Redlands (Municipal Utilities and Engineering Department), San Diego, Santa Clara, Santa Monica, Saratoga, Sausalito, Sonora, Westminster
- **Counties:** El Dorado, Fresno, Humboldt
- **Special Districts:** Beaumont-Cherry Valley Water District, Castro Valley Sanitary District, Eastern Municipal Water District, Excelsior Charter Schools, Helendale Community Services District, IBEW (International Brotherhood of Electrical Workers), Long Beach Transit, Mojave Water Agency, Orange County Mosquito and Vector Control District, Orange County Sanitation District, Phelan-Piñon Hills Community Services District, Rancho California Water District, Riverside Community College District, San Bernardino Valley Water Conservation District, Santa Clarita Valley Water District, South Coast Water District, Southern California Public Power Authority, Southwestern Community College District, and Travis Unified School District

Kelly received her Bachelors Degree in Business and Human Resource Development from Notre Dame College. She is a member of the national Society of Human Resource Managers (www.shrm.org) holding the Senior Certified Professional (SHRM-SCP) certification, the Senior Professional in Human Resources (SPHR) certification and the Professional in Human Resources – California (PHRca) certification. She is also a member of the Professionals in Human Resources Association (www.pihra.org). In addition, she is an Item Writer for the HRCI (Human Resource Certification Institute) and is considered a Subject Matter Expert for the PHRca and SPHR certifications.

Kelly will provide Senior H.R. Associate support throughout the project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, staffing analysis, organizational analysis, development of recommendations, and implementation strategies.

Lindsay Christopher
Senior H.R. Associate

Lindsay's professional qualifications include ten years of experience working in the public sector, mostly with Alameda County. In her role as Human Resources Analyst, she was responsible for classification and compensation projects, as well as recruitment and selection, in a Civil Service, merit-based, environment. Mostly recently, she continued to focus on classification and compensation projects at East Bay Regional Park District.

Since joining K&A, Lindsay has worked on studies for the following:

- **Cities:** Gardena, Hemet, Milpitas, Tracy, Corona, Seattle (Library), Napa
- **Counties:** Humboldt
- **Special Districts:** Contra Costa County Employees' Retirement Association, Greater LA County Vector Control District, Orange County Sanitation District, Purissima Hills Water District, Marin Municipal Water District, Housing Authority of the City of Santa Barbara, Tri-City Mental Health Authority, Victor Valley College, Buena Park Library District, East Bay Regional Park District, Tualatin Hills Park and Recreation District, Valley Water, San Luis and Delta Mendota Water Authority

A Bay Area native, Lindsay earned her B.A. degree in Sociology with a concentration in Criminology from San Jose State University.

Lindsay will provide Senior H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, organizational analysis, development of recommendations, and implementation strategies.

Jamie Inderbitzen, HRAC, CCC, PCM, CAPM
Senior H.R. Associate

Jamie has over 12 years of human resource program experience, most of which have been spent serving as either a team consultant or project manager working for the State of California Department of Human Resources. Her primary professional focus over the last several years has been on classification and compensation practices.

Prior to joining K&A, she performed classification and compensation consulting services to over 86 State of California Departments, including the California Department of Veterans Affairs, California Department of Transportation, California Department of Consumer Affairs, Department of State Hospitals, Department of Developmental Services, Californian Department of Corrections, and California Department of Technology to name a few. She served as project manager on various projects including the State of California's Classification Abolishment and Consolidation project. During her tenure as a public sector employee, Jamie also gained experience in labor relations, policies and procedures administration and implementation, recruitment activities, and performance management. Jamie served as a statewide trainer and was charged with the development and delivery of various training courses related to Classification and Compensation, such as Position Allocation and Duty Statement Writing. She has also taught workshops on Business Process Improvement. Prior to Jamie providing human resources

consultation, she served as a paralegal to the California Department of Human Resources' Administrative Law Judge, performing legal analysis and judicial support related to non-merit labor claims.

Given her professional experience, education and training, Jamie consistently provides accurate, analytical, and professional results that are utilized by her clients in making decisions that provide short and long-term solutions as well as help meet organizational goals.

Since joining K&A, Jamie has worked on studies for the following clients:

- **Cities:** Anaheim, Antioch, Citrus Heights, Cupertino, Davis, East Palo Alto, Elk Grove, Merced, Milpitas, Paradise, Pleasant Hill, Redwood City, Ridgecrest, Rohnert Park, San Diego, Santa Monica, Seattle, Spokane, and Tracy.
- **Counties:** Humboldt, Solano, and Sonoma.
- **Special Districts:** Central Marin Sanitation Agency, Cosumnes Community Services District, Housing Authority of San Luis Obispo, Housing Authority of Santa Cruz, Mt. View Sanitary District, Orange County Fire Authority, Oro Loma Sanitary District, Port of Stockton, Regional Government Services, Sacramento Regional Transit District, San Joaquin Regional Transit District, Tri-City Mental Health Services, and Victor Valley Community College.

Jamie has a Human Resources Academy Certificate (HRAC) from California State University, Sacramento, and a Classification and Compensation Credential (CCC) from the California Department of Human Resources. She is a PMI Certified Associate in Project Management (CAPM). In addition, she holds certifications as a Paralegal, Life Coach, and Prosci Change Manager (PCM).

Jamie will provide Senior H.R. Associate support for this project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, organizational analysis, development of recommendations, and implementation strategies.

Susan Vang, B.S.
Senior H.R. Associate

Susan has over six years of human resources consulting experience in classification and compensation, recruitment and selection, and employment testing for the public sector.

Susan has experience providing technical support on a variety of classification and compensation projects including City of El Segundo, Counties of Sonoma, Lake, and Madera. In addition, Susan worked on the Merit System Services (MSS) contract with the California Department of Human Resources, providing recruitment and selection support to 27 California County Departments of Social Services and Child Support Services.

Since joining K&A, Susan has worked on studies for the following:

- **Cities**: Alameda, El Monte, Los Altos, Morgan Hill, Mount Shasta, Oakland, Piedmont, Santa Barbara, Santa Cruz, Santa Rosa, Vallejo

- **Education**: College of the Sequoias, Hartnell Community College, Foothill-DeAnza Community College District, Riverside Community College District, Southwestern Community College District
- **Special Districts:** Calaveras County Water District, California Association of Sanitation Agencies (CASA), Delta Diablo Sanitation District, Dublin San Ramon Services District, Marin County Transit District, Metropolitan Transportation Commission (MTC), Ojai Valley Sanitary District, Santa Clara Valley Water District, Santa Cruz Metropolitan Transit District, Vallejo Flood and Wastewater District, Zone 7 Water Agency

A Northern California native, Susan earned her B.S. degree in molecular environmental biology from the University of California, Berkeley.

Susan will provide H.R. Associate support for this project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, organizational analysis, development of recommendations, and implementation strategies.

Cindy Harary, B.A.
H.R. Associate

Cindy's professional qualifications include over 32 years of experience in the Human Resources field, primarily in classification and compensation. She spent the first 11 years in the public sector working for the City of Whittier, California, where she started out in their Public Works Department before moving to the Human Resources Department. She gained experience in classification and compensation, recruitment and selection, employee training and development, labor relations, and general human resources administration.

For the next 16 years, Cindy worked as a Human Resources Consultant for a consulting firm where she specialized in conducting classification and compensation studies for multiple public sector agencies including cities, counties, and special districts as well as several private sector clients. Some of the Orange County Cities she worked on in partnership with other consultants at that firm were: Cities of Brea, Laguna Beach, Lake Forest, La Palma, Los Alamitos, Placentia, San Clemente, Stanton and Tustin. In Los Angeles County, her work includes: Cities of Corona, Downey, El Monte, Manhattan Beach, and Upland. Finally, in San Bernardino County she has worked on the City of Rancho Cucamonga.

Since joining Koff & Associates in 2015, Cindy has worked on Classification and/or Compensation studies for:

- **Cities/Towns**: Anaheim, Big Bear Lake, Campbell, Carmel, Corona, Danville, Davis, Indian Wells, Laguna Niguel, Los Altos, Manteca, Menifee, Murrieta, National City, San Diego, Santa Ana, Santa Barbara, Seal Beach, Tracy, Yucca Valley
- **Counties**: Orange
- **Education**: Compton College
- **Special Districts:** Alameda Housing Authority, Altadena Library District, Bay Area Water Supply and Conservation Agency, Cosumnes Community Services District, Eastern Municipal Water District, Encina Wastewater Authority, Housing Authority of Alameda County, Housing Authority County of San Bernardino, Housing Authority for the County

of Santa Barbara, Humboldt Waste Management Authority, Inland Empire Utilities Agency, Monte Vista Water District, North Coast County Water District, Orange County Fire Authority, Orange County Mosquito & Vector Control District, Oro Loma Sanitary District, Port of Hueneme, Rincon del Diablo Municipal Water District, Riverside County Transportation Commission, Santa Clarita Valley Water Agency, South Coast Air Quality Management District, Sweetwater Authority, Trabuco Canyon Water District, Vallecitos Water District, Water Replenishment District of Southern California, Western Municipal Water District

Cindy earned her B.A. degree in Broadcast Journalism at California State University, Long Beach.

Cindy will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, organizational analysis, development of recommendations, and implementation strategies.

Renate Tiner, B.Sc.
H.R. Associate

Renate's professional qualifications include five years of both non-profit and private sector Human Resources experience. Starting in Human Resources administration and rising into Human Resources management, she gained experience in full-cycle recruitment, orientation and on-boarding, Health and Safety, Worker's Compensation, licensing and accreditation, policy development, and general Human Resources administration.

Since joining Koff & Associates in 2017, Renate has worked on Classification and Compensation Studies for the following agencies:

- **Cities:** Bellflower, Concord, Cupertino, El Monte, Hillsborough, Los Altos, Mt. Shasta, Piedmont, Rohnert Park, San Diego, Sausalito, West Sacramento
- **Special Districts:** Alameda County Transportation Commission, Bay Area Water Supply and Conservation Agency, Eastern Municipal Water District, Dublin-San Ramon Services District, Foothill-De Anza Community College District, Groveland Community Services District, Los Angeles County Employees Retirement Association, Metropolitan Transportation Commission, Midpeninsula Regional Open Space District, Port of Long Beach, Riverside Community College District, and San Joaquin County Superior Court

Renate earned her B.Sc. degree in Psychology from the University of Northern British Columbia, in Prince George BC, Canada. She was a Canadian Human Resource Professional (CHRP) Candidate before moving to the United States.

She will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, organizational analysis, development of recommendations, and implementation strategies.

CONTRACTUAL CONSIDERATIONS

We will be pleased to sign TTD's professional services agreement for a Classification and Compensation Study and Organizational Analysis.

We respectfully request that TTD will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate TTD's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

Thank you!

The following are terms we would like to review with TTD if we are fortunate to be selected for this project:

- Section 6 (RFP page 12) - Gallagher will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the District was used to create and which was developed entirely using Gallagher's own resources. To the extent Gallagher's intellectual property is necessary for the District to use the services provided, Gallagher will grant to the District a non-exclusive, royalty-free license to Gallagher's intellectual property solely for District's use of such services.
- Section 16 (RFP page 16) – Indemnification should be limited to negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- Section 16 (RFP page 16) – Please add a limitation of liability of fees paid to the indemnification provision.
- Section 17 (RFP page 18) – Gallagher typically does not provide its clients with copies of actual policies. It will evidence coverage via Certificates of Insurance.
- Section 20(a)(RFP page 18) –The District can terminate the agreement at any time for any reason and with no minimum notice period. We'd like to request 30 days' advance notice.
- Exhibit C (PDF pages 26-28) – Insurance
    - Section B(1)(a)(RFP page 27) - Gallagher's insurers are not required to provide advance notice of cancellation/non-renewal via the terms of the policies, so Gallagher cannot agree to provide 30 days prior notice to its clients. Rather, any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the District.
    - Section B(2)(a)(RFP page 27) – Gallagher can only agree to name District as an additional insured on its Commercial General Liability Policy (not Automobile Liability) and it will be via a Certificate of Insurance, not an endorsement.
    - Section B(2)(b)(RFP page 27) - Gallagher requests that the primary, non-contributory language be removed as it is Gallagher's preference to have the District's Commercial General Liability policy be primary.
    - Section B(2)(e)(RFP page 28) - Gallagher requests that the waiver of subrogation be removed or at least made mutual.
    - Section C (RFP page 28) - Gallagher will not provide its clients with copies of actual policies. It will evidence coverage via Certificates of Insurance.
    - Section C(2)(RFP page 28) - Gallagher's Certificates of Insurance do not include deductibles and self-insured retentions. Gallagher policies include the following deductibles: Professional

Liability - $10M deductible; Workers' Compensation & Employer's Liability - $1M deductible; Commercial General Liability - $500K deductible; Automobile Liability - $2M deductible; these are not stated on the Certificates of Insurance and are not subject to change.

REFERENCES

Agency & Project	Contact
AC Transit (Alameda Contra Costa Transit District) Classification Study, completed 2017.	**Mr. Michael Daly** Contracts Specialist (510) 891-5469 1600 Franklin St., 6th Floor Oakland CA 94612 wdaly@actransit.org
Alameda County Transportation Commission ("ACTC") Various Compensation and Classification Studies, since 2009. Executive Director Compensation Study, since 2009. Ongoing Human Resources Assistance since 2009 (including Classification and Compensation Studies, the development of a Performance Management System, and serving as on-site Human Resources Director). We assisted with the merger of Alameda County Transportation Improvement Authority and Alameda County Congestion Management, thereby creating ACTC.	**Ms. Patricia Reavey** Finance Director (510) 208-7400 1333 Broadway, Suite 220 Oakland, CA 94612 preavey@alamedactc.org
Contra Costa Transportation Authority Total Compensation Studies: 2005, 2008, 2011, 2014, 2015, 2021.	**Ms. Tarienne Grover** Director, Administrative Services/Clerk of the Board (925) 256-4722 2999 Oak Road, Suite 100 Walnut Creek, CA 94597 tgrover@ccta.org
El Dorado County Transit Authority Classification and Total Compensation Study, completed 2017. Total Compensation Study, completed 2014.	**Ms. Maria Harris** Human Resources Manager/Admin Services (530) 642-5383 ext. 209 6565 Commerce Way Diamond Springs, CA 95619 Mharris@eldoradotransit.com
Incline Village General Improvement District Total Compensation Study, completed 2017.	**Mr. Curtis Trujillo** Sr. H.R. Analyst/Risk Management (775) 832-1263 893 Southwood Blvd. Incline Village, NV 89451 cgt@ivgid.org

Agency & Project	Contact
Livermore Amador Valley Transit Authority Ongoing total compensation studies since 2012. Organization Assessment Study, completed 2013.	**Ms. Tamara Edwards** Finance and Grants Manager (925) 455-7566 1362 Rutan Court, Suite 100 Livermore, CA 94551 tedwards@lavta.org
Metropolitan Transportation Commission Currently engaged in an agency-wide classification and job description update effort, as well as an updated of HR policies and procedures, 2021. Agency-wide Classification Structure Review, Total Compensation Study, completed 2017. Classification and Compensation package comparison between MTC and ABAG, completed 2017. Compensation Study, completed 2015.	**Ms. Robin James** HR Director (415) 778-6740 Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, CA 94105 RJames@mtc.ca.gov
North Tahoe Public Utility District Compensation Study, completed 2019. Classification and Compensation Study (17 benchmarks), completed 2018.	**Ms. Marianne Potts** Administrative Services Liaison (530) 546-4212 875 National Avenue Tahoe Vista, CA 96148 mpotts@ntpud.org
Orange County Transportation Authority Total Compensation Study (CEO), completed 2017.	**Ms. Maggie McJilton** Executive Director, Human Resources and Organizational Development (714) 560-5824 550 South Main Street Orange, CA 92863-1584 mmcjilton@octa.net
Riverside County Transportation Commission Ongoing classification and compensation studies since 2013.	**Ms. Pamela Velez** Human Resources Administrator (951) 787-7966 4080 Lemon St., 3rd Floor Riverside, CA 92502 pvelez@rctc.org

Agency & Project	Contact
San Bernardino County Transportation Authority Currently engaged in an organizational review and classification/compensation effort, 2021. Compensation Study (30 benchmarks, 10 comparators), completed 2018. Classification and Total Compensation Study, completed 2014.	**Ms. Colleen Franco** HR/Information Services Administrator (909) 884-8276 1170 W. Third St., 2nd Fl. San Bernardino, CA 92410 cfranco@gosbcta.com
San Francisco County Transportation Authority Total Compensation Study updates, completed 2011, 2013 and 2015. Total Compensation Study and Performance Management System, completed 2010.	**Ms. Cynthia Fong** Deputy Director for Finance & Administration (415) 522-4828 100 Van Ness Ave., 26th Floor San Francisco, CA 94102 Cynthia.fong@sfcta.org
Santa Cruz Metropolitan Transit District Various Classification and Compensation Studies since 2019.	**Ms. Monik Delfin** Human Resources Deputy Director (831) 420-2541 110 Vernon Street, Santa Cruz, CA 95060 mdelfin@scmtd.com
Sonoma Marin Area Rail Transportation (SMART) Classification and Compensation Study, 2016.	**Ms. Lisa Hansley** HR Manager (707) 794-3039 5401 Old Redwood Hwy., Ste 200 Petaluma, CA 94954 707-794-3039 lhansley@sonomamarintrain.org
South Tahoe Public Utility District District-wide Total Compensation Study, completed 2008 and 2012. Additional Compensation work completed in 2014.	**Mr. Paul Sciuto** General Manager Monterey One Water 14811 Del Monte Boulevard Marina, CA 93033 paul@my1water.org ***Note:*** *Ms. Nancy Hussmann, Human Resources Director, was our contact at the time of the study but has since retired. Mr. Paul Sciuto*

Agency & Project	Contact
	was with the District at the time of the study.
Transportation Corridor Agencies Compensation Study, completed 2016.	**Ms. Amy Potter** Chief Financial Officer (949) 754-3498 125 Pacifica, Suite 100 Irvine, CA 92618-3304 apotter@thetollroads.com
Truckee Sanitary District Revision of Employee Handbook, completed 2019. Organizational Study, completed 2016. Various Classification and Compensation Studies, completed in 2005, 2008, 2014, 2015, and 2017. HR Policy Handbook in 2014 and an update in 2018-2019; and a General Manager recruitment.	**Ms. Liz Carstens, PHR, SHRM-CP** HR/Risk Management Administrator (530) 550-3104 12304 Joerger Drive Truckee, CA 96161 LCarstens@truckeesan.org

TIME REQUIREMENTS

Our professional experience is that classification, compensation, and organization studies of this scope and for this size organization take approximately five to six months to complete, allowing for adequate PDQ completion, interview time, classification description review and/or development, compensation data collection and analysis, review steps by the District, the development of final reports, any appeals, and presentations.

The following is a suggested timeline (which can be modified based on the District's needs).

Deliverables	Classification Study	Completion by:
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	Week 1
B.	Orientation Meetings with Employees and Distribution of PDQ	Week 1
C.	PDQ Completion and Review	Week 5
D.	Employee/Supervisory/Management Interviews	Week 7
E.	Classification Concept/Preliminary Allocation Development	Week 9
F.	Draft Class Description Development/Update	Week 13
G.	Draft Class Description Review and Employee Feedback Process	Week 16
H.	Finalize Classification Plan/Draft Interim Report/Final Report	Week 20
Deliverables	**Total Compensation Survey**	**Completion by:**
A.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Week 1
B.	Data from Comparators and Preliminary Analysis of Data	Week 19
C.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	Week 21
D.	Analysis of Internal Relationships and Alignment	Week 22
E.	Compensation Structure and Implementation Plan	Week 23
F.	Final Report and Guidelines for Implementation	Week 24
G.	Formal Appeals Process *	As Needed
H.	Final Presentation	As Scheduled

COST PROPOSAL

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with the employees (orientations and briefings, meetings with employees via personal interviews, sharing of compensation survey data, informal appeal process, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

In fact, our firm has only had a handful of formal appeals to any of our studies in our 37 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. The result was a divided organization with hostility and animosity between employees/employee representation and management. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and all-inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our success rate is also attributable to the fact that we have 37 years of experience working with employees of all types of backgrounds, educational levels, and work experiences, and we are accustomed to successfully communicating with and educating them throughout the process. It is imperative that all employees eventually buy into the study results and recommendations, whether they have been through a process like this before or whether this is the first time for them.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns, were available for discussion, and able to provide documentation and data to support our recommendations. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

Due to COVID-19, K&A and all of our clients have become accustomed to conducting all of our classification, compensation, and organizational studies virtually. From the experience of the last year-and-a-half, we have learned that studies can be conducted successfully by using virtual and remote technologies. We have also learned that this represents a significant cost savings for our clients, both in terms of consultant travel time and travel expenses, as well as less disruption and reduced non-productivity for the client's workforce. We have several technological solutions that can easily facilitate the entire process (see Phase I: Classification in the proposal narrative). Conducting meetings and orientations virtually means that the client's employees do not have to spend time traveling from one location to another and will not be pulled away from there workstations for lengthy periods of time. They can simply click on a link or call in from a phone to participate. This approach also represents significantly less logistical planning on part of the client in order to reserve meeting rooms and making space available for large employee groups, as well as multiple consultants coming onsite to conduct interviews within a condensed period of time. Conducting orientations and interviews virtually provides us with much more

flexibility in scheduling and accommodating multiple different shifts and schedules among a large workforce.

In addition, K&A strives to be as "green" an organization as possible and we are certainly concerned about our carbon footprint. We find that multiple trips to client sites that can sometimes involve multiple consultants flying on planes and/or driving cars, is not as environmentally conscious as we would like to be. Considering the effectiveness of virtual meetings, especially when meetings are only one hour or one-and-a-half hours at a time, onsite travel does appear to create a larger footprint than necessary. This can especially be true for presentations to governing bodies of elected officials (Boards of Directors/ Commissioners /Supervisors, City Councils, etc.) that are often only 20-30 minutes long.

For purposes of this cost proposal, we are presenting two cost options, one option assuming that all meetings and presentations will be conducted virtually and no onsite travel will occur vs. one option assuming that meetings, orientations and interviews will be conducted in-person onsite at District offices.

Of course, the District may select any combination of these cost options and we hope to negotiate a scope of work and cost option that best serves the District's needs.

Deliver-ables	**Phase I: Classification Study** 32 Classifications, 75 Employees	Option 1: Without Onsite Travel: Hours	Option 2: WITH Onsite Travel: Hours
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	8	14
B.	Orientation Meetings with Employees and Distribution of PDQ (conducted with the same timeframe, which will contain cost when traveling onsite)	12	12
C.	Collection and Review of PDQs (assumes no more than 2 group PDQs from Full-time Operators; up to 50 PDQs)	20	20
D.	Interviews with Employees, Supervisors, and Management	40	50
E.	Classification Concept & Preliminary Allocation	20	20
F.	Draft Class Description Development (assuming up to 34 classifications – per RFP, there are currently 32 classifications, we are adding a couple in case new classifications will be created based on the job analysis and development of a new/updated classification plan)	90	90
G.	Facilitation of Draft Class Description Review and Employee Feedback Process	20	20
H.	Classification Plan and Draft of Interim Report and Final Report	12	12
	Total Professional Hours – Classification	**222**	**238**
	Combined professional and clerical composite rate: **$160/Hour**	**$35,520**	**$38,080**

Deliver-ables	PHASE II: Total Compensation Study	Option 1: Without Onsite Travel: Hours	Option 2: WITH Onsite Travel: Hours
A.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected (Option #2 includes on onsite visit to District offices and presentation to executive management and/or Board of Directors)	12	20
B.	Data from Comparators and Preliminary Analysis of Data (this assumes up to 11 comparator agencies and up to 34 classifications; plus private sector data from the ERI compensation survey database)	130	130
C.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	24	30
D.	Analysis of Internal Relationships and Alignment	6	6
E.	Compensation Structure and Implementation Plan	6	6
F.	Final Report and Guidelines for Implementation	12	12
G.	Formal Appeals Process *	0	0
H.	Final Presentation	8	16
	Anticipated hours for additional unscheduled meetings and phone calls	8	16
	Total Professional Hours – Compensation	**206**	**236**
	Combined professional and clerical composite rate: **$160/Hour**	**$32,960**	**$37,760**
	Expenses are **included** in the composite hourly rate:	**N/A**	**N/A**
	Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, parking, meals, travel time, etc.		
	TOTAL PROJECT COST NOT TO EXCEED:	**$68,480**	**$75,840**
	**Additional consulting will be honored at composite rate ($160/hr)*		

INSURANCE ACKNOWLEDGEMENT

We will submit and support the levels of coverage and endorse the District with our General Liability coverage upon award of a contract for the project.

Workers' Compensation:	Statutory Limits
Commercial General Liability:	$2M per occurrence/$4M per aggregate
Professional Liability (Errors & Omissions):	$12M per occurrence and aggregate
Automobile Insurance:	$5M per occurrence

Signature Page

Koff & Associates intends to adhere to all of the provisions in the District's RFP.

This proposal is valid for 90 days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California

Georg S. Krammer **August 19, 2021**
Managing Director, Compensation and Rewards Consulting

Koff & Associates
A Gallagher Company

APPENDIX I

Résumés of Participating Staff

Katie Kaneko
Alyssa Thompson
Kelly Basoco
Lindsay Christopher
Arlene Gibbs
Jamie Inderbitzen
Susan Vang
Cindy Harary
Renate Tiner

CATHERINE B. KANEKO

SUMMARY

President of Koff & Associates, with experience in managing the planning, development, implementation, and administration of compensation programs, including stock plans, benefits administration, variable pay programs, performance management and employee development, strategic planning, and policy development.

KEY ACHIEVEMENTS AND HIGHLIGHTS

Evaluated, designed, and implemented various compensation structures for public agencies and private companies, which accomplished organization goals of attracting and retaining key talent, controlling costs, and ease of administration. Managed and developed organization-wide classification systems. Designed and implemented incentive and variable pay programs. Designed performance appraisal systems. Integrated career management programs with compensation, reward and recognition, promotion, transfer, and training strategies, processes, and procedures. Conducted organizational assessments for numerous public agencies. Developed strategic business plans. Developed and implemented multiple training programs.

PROFESSIONAL EXPERIENCE

Koff & Associates, Berkeley, CA
President, 2005-Present
Senior Project Manager, 2003-2005

- Serve as project director in conducting hundreds of classification, compensation, and organizational studies; provide strategic planning services for agencies; provide offsite human resource function; recruit executive level positions for special districts, courts, counties, cities and other statewide and local agencies.
- Develop complex, detailed proposals for cities, counties, courts, and special districts, such as housing, school, healthcare, air quality, vector control, transportation, water, superior courts, and wastewater agencies to provide professional Human Resources consulting services.
- Represent Koff & Associates with clients, write and approve final project reports and lead presentations in front of City Councils, Boards of Commissioners, Boards of Supervisors, Boards of Directors, and other governing bodies.
- Manage and develop staff of project managers, data specialists, firm consultants, marketing and administrative analysts.
- Grew company from serving approximately 100 clients to 600 clients and grew staff from 4 to 34.
- Contributed to and maintained 100% successful implementation rate of studies performed for clients.

Xpedior, San Francisco, CA
Human Resources Director, 1997-2000

- Managed acquired companies to the Xpedior culture. Audited human resources practices of acquired companies and provided training and guidance to management. Ensured compliance with organization policies and procedures.
- Oversaw conversion to IPO environment in terms of the impact on human resources functions.
- Managed all human resources programs, including organization development, recruitment and selection, labor law compliance, classification and compensation, benefits administration, employee relations, training and development, and safety programs.

SEGA of America, Redwood City, CA
Human Resources Generalist, 1993-1996
Compensation Manager, 1996-1997

- Managed compensation function for over 1,000 employees. Evaluated, designed, and implemented broadband compensation structure which accomplished corporate goals of controlling costs, attracting and retaining key talent, and ease of administration. Developed and conducted the manager and employee training/communications program for new broadband system.
- Managed the production of over 250 job descriptions for the entire organization.
- Designed new corporate incentive plans for Research and Development and Sales divisions.
- Functioned as project lead for conversion and installation of new HRIS system.
- Obtained and compiled high-tech market data to support the organization's competitive advantage in a cutting edge industry.
- Managed the human resources function for the U.S. satellite software development divisions and companies (over 450+ employees).
- Consulted with managers and employees on organization development, conflict resolution, performance management, discipline, termination, and other employee relations issues.
- Assimilated acquired companies to the SEGA culture. Audited human resources practices of acquired companies and provided training and guidance to management. Ensured compliance with organization policies and procedures.

TPA Company, San Francisco, CA
Human Resources Manager/Financial Controller, 1992-1993

- Managed human resources function. Evaluated and implemented new policies and procedures to strengthen organization structure. Supervised and maintained financial accounting operations. Position encompassed diverse responsibilities in a high-pressure, fast paced environment.

BDO Seidman, CPA's and Consultants, San Francisco, CA
Laventhol & Horwath, CPA's and Consultants, San Francisco, CA
Human Resources Director, 1989-1992
Audit and Tax Consultant, 1986-1989

- Managed human resources, organization development, employment, labor law, compensation, benefits administration, affirmative action, employee relations, and safety programs.

EDUCATION & CERTIFICATIONS

BS – Business Administration: California State University, Hayward
CPA – Certified Professional Accountant
PHR – Professional Human Resource Certificate

PROFESSIONAL AFFILIATIONS

- California Public Employer Labor Relations Association
- National Public Employer Labor Relations Association
- Public Employer Labor Relations Association of California
- International Public Management Association
- Society of Human Resource Management
- Northern California Human Resource Association
- California Chamber of Commerce

Alyssa Thompson, Ph.D.

PROFESSIONAL EXPERIENCE

***Senior Project Manager*, Koff & Associates**
February 2007 – present

- Provide project management and support on classification and compensation studies for public sector clients, including cities, counties, school districts, and special districts.
- Classification studies: conduct employee interviews; analyze and develop recommendations for position allocation; develop classification specifications.
- Compensation studies: data collection and analysis; develop compensation recommendations and implementation plans.
- Serve as lead and/or participate in special projects, including recruitment, pay for performance program development and training, audits, and other special projects.

***Research Assistant*, Alliant International University, Marshall Goldsmith School of Management**
January 2006 – June 2007

- Assist professor in research study focusing on identifying essential organization development competencies.
- Research and synthesize literature on organization development competencies and adult learning theory.
- Work with professor to write research proposal for Institutional Review Board (Human Participants Committee) approval. Received approval to conduct research project.
- Design and conduct research, including both qualitative (structured interviews) and quantitative (survey) methods; analyze data and develop recommendations.

***Teaching Assistant*, Alliant International University, Marshall Goldsmith School of Management**
August 2005 – May 2006

- Assist professor in teaching of Psychometrics, Statistics, and Research Design class in organizational psychology PhD program.
- Independently teach one hour each week.
- Develop lesson plans focused on developing a research design and using SPSS for statistical analysis, interpretation, and presentation of results.
- Facilitate group discussions.

***Human Resources Associate,* The J. David Gladstone Institutes**
July 2000 – February 2007

<u>Compensation</u>

- Assist in coordination of compensation program, including developing and administering salary surveys, data collection, analysis of survey results, and proposing merit budget and salary increase recommendations.
- Work with senior management on implementation of annual merit increase program.

- Recommend adjustments to salary structure based on market data and cost of living adjustments.
- Research, analyze, and provide recommendations to address salary grade adjustments for internal positions; assess and ensure internal and external equity of salaries for each position.
- Help administer annual performance evaluation program; conduct performance appraisal training sessions to assist managers in completing evaluations.
- Assist in development of new and modifications to existing job descriptions; maintain job description database.
- Evaluate and recommend EEO and FLSA status and salary grades for new and existing positions.
- Assist with creating offer proposals for new hires to ensure internal and external equity in salary.

Affirmative Action Program

- Coordinate annual affirmative action program.
- Accurately collect and analyze data; apply and interpret statistical tests to identify key areas of development; provide recommendations to address areas of development.

International Visa

- Coordinate processing of international visas for all employees.
- Maintain tracking system of visa status.
- Serve as a liaison between employees and visa representatives and attorneys; resolve visa and immigration issues; understand and apply basic immigration and visa regulations.

Other Generalist Responsibilities:

- Maintain HRIS databases and integrity of the data.
- Ensure compliance with monthly Department of Labor reporting regulations.
- Generate all human resources reports; provide analysis of reports, as requested.
- Member of the Diversity Leadership Team and Student Minority Outreach Committee. Assist in coordinating graduate student and student intern programs.
- Assist recruitment function, including updating job postings, sorting and screening resumes and applications, developing tests and assessments, and interviewing.
- Assist in annual audit of personnel files to ensure compliance with applicable regulations.
- Assist in temporary agency placements.

EDUCATION

University of California, Davis
BA in Psychology awarded March 2000

Alliant International University
Ph.D. in Organizational Psychology awarded November 2012

KELLY A. BASOCO, SPHR, SHRM-SCP, PHRca

Professional Experience

September 2016 – Present
Senior H.R. Associate, *Koff & Associates, Berkeley, CA*

- Perform compensation surveys and classification studies for the public sector including cities, counties, colleges, school districts and special districts.
- Conduct classification equivalency studies using point factor-based rating systems.
- Create Human Resources Benefit Life Cycle Team workflow processes.

June 2015 – September 2016
Principal Human Resources Consultant, *Encompass Consulting, Upland, CA*

- Experienced human resources consultant offering HR solutions to businesses.
- Audit management practices to ensure compliance with state and federal laws. Develop handbooks, policies and procedures to align with company culture and adhere to state and federal laws. Create job descriptions following the Americans with Disabilities Act and the Fair Labor Standards Act.
- Perform compensation and wage surveys. Implement performance management systems including performance appraisals, PIPs, promotions and succession planning.
- Conduct confidential and complex workplace investigations and present outcomes to C-suite executives. Consult with management on legal disciplinary and termination practices.

October 2014 – June 2015
Director, Human Resources, *Parco Inc., Ontario, CA*

- Directed corporate HR operations in multiple states on acquisitions, recruitment, benefits administration, compensation planning, employee relations and performance development initiatives.
- Created corporate-wide HR systems (onboarding and termination procedures, pre-employment testing, absence tracking, FMLA leave, and vacation processes).
- Managed performance review process to meet company needs and identify high potentials.

April 2010 -- October 2014
Human Resources Manager, *3M, Oak Hills, CA and Montrose, CO*

- Drove talent management initiatives by facilitating performance improvement plans, rewarding high performers, facilitating departure of poor performers and identifying potential leaders.
  Established a site recruitment program improving the quality of applicants and reducing time to fill of vacant positions.
- Established reward and recognition programs to acknowledge employees' contributions to business objectives and to enhance engagement. Organized Employee Opinion Surveys, presented findings during plant-wide meetings, and directed improvement action plans.
- Developed an appraisal database system improving consistency and accountability in the non-exempt appraisal process.

January 2002 -- April 2010
Human Resources Manager, *Parker Hannifin, OH, MN, AR, NE*

- Coached leaders on effective behaviors. Coached employees on manager-employee and peer-peer relationships and organizational procedures and policies.

- Developed training for supervisors on policies and procedures to ensure consistency and share best practices.

Education

Notre Dame College, South Euclid, OH: Bachelor of Arts, Business Management

LINDSAY M. CHRISTOPHER

PROFESSIONAL EXPERIENCE

February 2020 to Present
Senior H.R. Associate, *Koff & Associates, Berkeley CA*

- Provide support on classification, compensation, and organizational studies for public sector clients including cities, counties, special districts, and other public sector agencies.
- Interview employees, analyze and develop recommendations for position allocation and classification concepts and develop classification specifications.
- Collect and analyze total compensation data.
- Collect and analyze data organizational structure and staffing data.

August 2019 to February 2020
Human Resources Analyst, *East Bay Regional Park District, Oakland, CA*

- Performed full cycle recruiting from requisition through onboarding.
- Collaborated with SMEs to develop recruitment examination timelines, strategies, and components.
- Analyzed requests for position allocation/reallocation and made recommendations.
- Created and modified classification specifications.
- Composed written justification for salary modification for Board approval and adoption.
- Interpreted, applied, and communicated policies, procedures, and MOU provisions.

March 2015 – August 2019
Human Resources Analyst, *Alameda County, Oakland, CA*

- Provided professional HR services to assigned operating departments in the areas of classification, compensation, recruitment, and selection.
- Created and modified classification specifications and series for adoption by the Civil Service Commission.
- Determined classification representation, management designation, EEO category, and FLSA designation.
- Negotiated with labor organizations related to classification and compensation actions.
- Analyzed position description questionnaires (PDQs) and determined appropriate classification for vacant and filled positions.
- Conducted classification studies for employee-initiated reclassification requests to determine appropriate position classification.
- Conducted desk audits with incumbents and supervisors, analyzing assigned duties, levels of autonomy and authority to make decisions, evolution of duties, and organizational structure of work unit as well as reclassification impact to unit, department/agency and county.

- Prepared narrative and statistical reports such as classification determinations, salary recommendations, footnote creation/amendments, and staff reports.
- Led total and partial departmental classification reorganizations which included creating and modifying classifications, recommending and adjusting salaries, mapping current incumbents within reorganized program/department, noticing employees and reallocating positions (vacant and filled) and recommending abolishment of existing classifications.
- Recommended salary adoption or modification to the Board of Supervisors based on data collection and analysis of external market data and/or internal classification relationships.
- Managed position control for assigned departments (position adds, transfers, reclassifications and allocations).
- Created and modified specialty designation criteria, analyzed requests from department and approved/denied attachment/removal of designations to/from positions.
- Prepared and conducted competency and job analyses utilizing WRIPAC methodology.
- Performed full cycle recruiting from requisition through eligible list creation.

EDUCATION

San Jose State University, San Jose, CA
Bachelor's Degree, Sociology

Arlene Marks Gibbs MPA, SHRM SPHR, IPMA-CP
Senior Associate

Innovative executive with a broad, extensive background in Human Resources, Labor Relations, Compliance, Training & Organizational Development, Strategic Planning, Employee Relations and Labor Contract Negotiations

PROFESSIONAL EXPERIENCE

Human Resources/Compliance Management and Administration

Compiled employee reference guides and handbooks, policy manuals, interview guidelines, disciplinary reference materials, benefits manuals, template documents for use by others, compliance forms and guidelines and Whistleblower web-site management, investigations and compliance guidance. Led and managed comprehensive harassment complaint investigations and developed recommendations. Developed, implemented, and interpreted policies to ensure compliance with Federal and State regulations. Responded and coordinated investigations related to DFEH/EEO discrimination complaints and, when necessary, participated in litigation activities.

Responsibilities have also included the rollout and implementation of a several new Human Resource Management Systems (HRMS) and upgrades that integrated with fund accounting systems enabling employee self service, electronic timekeeping and on-line applicant processes capable of tracking and integrating with EEO, AA and grant reporting requirements; directed agency wide Compliance and Conflict of Interest reporting and served as staff to a Civil Service Commission, Board Human Resources and Audit and Compliance Committees. Developed and managed Human Resources policies, procedures and systems compliant with Head Start, Early Head Start and California State Preschool grants including serving as Human Resources staff providing guidance to the Parent Policy Council.

Recruitment and Selection

Led, managed and participated in all phases of recruitments for executive and staff positions. Conducted comprehensive promotional and open competitive exams for sworn police and fire positions. Screened applicants; coordinated and conducted oral interviews; developed interview questions, guidelines, and rating materials. Participated in the development and administration of written examinations, supplemental questionnaires, and skills testing. Implemented comprehensive out-sourced pre-employment background checks for new hires. Streamlined and automated recruitment, selection, and onboarding processes.

Classification and Compensation

Coordinated and managed comprehensive organizational and programmatic job classification and compensation studies. Analyzed job classifications and prepared class specifications. Conducted salary and total compensation surveys (including those required for Head Start programs); compiled and analyzed salary data and made salary recommendations; submitted and presented recommendations for salary and benefits adjustments to staff, appointed and elected bodies.

Employee Relations

Served as Chief Spokesperson and Lead Negotiator during labor contract negotiations with safety, management, supervisory, technical, teachers, and general employee associations. Provided recommendations and updates to Boards and City Councils on bargaining issues. Completed successful negotitions of many labor agreements, as well as declarations of impasse, mediations, fact finding, and imposition of last, best, and final offers. Analyzed, revised, interpreted, and prepared MOU's for employee bargaining units. Advised agency leaders regarding employee disciplinary actions and responded to employee grievances. Participated in grievances and PERB hearings.

Leadership/Supervision/Training and Development

Led, managed, and mentored professional and paraprofessional HR staff throughout my career. Successfully partnered with University of San Diego (USD) in the creation and rollout of a "co-owned/co-created" management and supervisory leadership academy designed to enhance and engage individuals in a higher level of performance moving toward data-driven decision making. Developed and launched "On the Road with HR", a successful large-agency outreach program providing training customized to a department's specific needs to enable individualized content for off-site departments providing tools to enable them to engage in more effective management of their departments. Developed, conducted and/or utilized outside resources for staff training programs related to understanding labor contracts, performance evaluation techniques, personnel procedures, conflict of interest and Form 700 reporting, harassment, discrimination, and required reporting, and disciplinary action procedures.

Benefits Administration/Leaves of Absence

Designed and developed employee benefit programs. Fulfilled all benefits administration functions. Developed expertise in numerous Cal-PERS retirement program issues including implementing contract amendments and processing disability and service retirements. Provided oversight for agency-wide special events such as employee wellness events, health fairs and benefits open enrollment periods. Analyzed workers' compensation claim trends; made recommendations to minimize claims expenditures and reduce the frequency and severity of claims. Worked closely with insurance brokers on marketing efforts for pursuing changes to existing workers' compensation insurance programs and providers. Coordinated leave of absence programs, the ADA interactive processes, return-to-work issues, and fitness for duty procedures.

Other Skills

Outstanding verbal and written communication and public speaking skills. Extensive experience presenting information at conferences/events and to appointed and elected officials.

EMPLOYMENT HISTORY

Senior Associate, Koff & Associates - March 2021 to Present
Independent Contractor providing HR Consulting Services - August 2019 to March 2021
Chief Human Resources Officer, MAAC Project - October 2009 to August 2019
Director of Human Resources (Chief HRO), San Diego State University - December 2007 to October 2009
Deputy Director of Human Resources, City of San Jose, CA - September 2005 to December 2007
Director of Human Resources, City of Tustin, CA - August 2000 to September 2005
HR Manager, Santa Barbara County Air Pollution Control District, Goleta, CA - September 1996 - August 2000
Human Resources Manager, Ventura Regional Sanitation District, Ventura, CA – January 1993 to September 1996
Personnel Manager, City of Port Hueneme, CA – April 1990 – January 1993

EDUCATION & CERTIFICATION

Masters – Public Administration, California State University, Northridge
Bachelor of Science Business Administration/Labor Relations, California State University, Long Beach
SPHR; Senior Professional Human Resources - SHRM Human Resource Certification Institute
IPMA-CP; Certified Professional – International Public Management Association for Human Resources
Harvard Kennedy School of Executive Education - Interest Based Bargaining

PROFESSIONAL AFFILIATIONS

National Human Resources Association (NHRA)
Society for Human Resource Management (SHRM)
College and University Professional Association for Human Resources (CUPA – HR)
International Public Management Association for Human Resources (IPMA-HR-CP)
California Public Employers Labor Relations Association (CALPELRA)

JAMIE INDERBITZEN

PROFESSIONAL EXPERIENCE

January 2019 to Present
Senior H.R (Human Resources) Associate, *Koff & Associates, Berkeley California*

- Provides senior associate level support in executing classification, compensation, and organizational assessment studies for public sector clients, including cities, counties, and special districts.
- Ensures project work milestones are met on time and presents work product in a "client-ready" format.
- Works with clients to gain an understanding of study expectations, and explain methodology used in data collection and results presentation.
- Reviews peer work product for completeness and accuracy, as assigned.
- Acts in a subject matter expert capacity in areas of specialty.
- Conducts presentations to client project stakeholders, and presents training modules to internal staff, as assigned.
- Performs as a project lead, as assigned.

March 2018 to January 2019
Professional and Organizational Development Mgr., *California State University, Sacramento*

- Served as the University's designated change manager for the implementation of divisional, campus, and system-wide initiatives.
- Designated human resources manager to coordinate with project management teams to assess and report progress to various stakeholders.
- Conducted needs assessment activities, establishing and coordinating with appropriate stakeholders to develop training and implementation strategies.
- Delivered or supported the delivery of learning and professional development curricula.
- Analyzed data from evaluations or quality assurance surveys to ensure we are hitting target markets.
- Successfully developed new programs from concept to implementation by gaining support from executive leaders and buy-in from all levels of staff and administrators campus-wide.

May 2016 to March 2018
Project Manager, *California Department of Human Resources, Sacramento, California*

- Provided project management and oversight of the State of California's Classification Consolidation and Abolishment Project.
- Ensured milestones of projects were being met within specified timeframes and performed quality assurance of project work product.
- Deployed a phased approach to transform the State of California's job classification system into a more streamlined and agile system, making it easier for job applicants, current employees, and other constituents to navigate by reducing and consolidating like job titles and occupations; Phase 1 encompassed 25 different occupational groups, each their own project.

- Developed and approved innovative new classification concepts, formulated new policies, and recommended and presented new business practices to impacted constituents.
- Communicated status and presented project deliverables to high-level executives at the State Personnel Board, Government Operations Agency, CalPERS, State Controller's Office, Department of Finance, and other internal/external stakeholders including, but not limited to, employee organizations/unions, media, impacted state departments, and the public.
- Planned, organized, and managed the workload of 10 staff members; provided guidance, leadership, and mentoring to less experienced staff.
- Using the ADKAR model for change management, presented project concepts, status and implementation to stakeholder audiences ranging from less than 10 to over 1200 participants.

July 2009 to April 2016
Associate and Staff Specialist Level Analyst, *California Department of Human Resources, Personnel Management Division, Sacramento, California*

- Provided consultation to stakeholders from 86 state departments related to timelines and compliance with State of California human resource laws, rules, policies, and best practices related to classification and compensation.
- Served as SME (subject matter expert) on state negotiation teams with employee organizations/unions and reviewed and drafted responses to over 80 classification related employee grievances.
- Provided training to line department HR (Human Resources) staff in audits and regulatory practices and created and led presentations and workshops at HR related conferences.
- Testified at various administrative hearings and arbitrations as expert witness.
- Served as the State's representative at administrative hearings defending the State's position.
- Performed audits of state departments to ensure adherence to laws, regulations, rules, and best practices.

CERTIFICATIONS AND CREDENTIALS

- Certified Associate in Project Management, Project Management Institute
- Change Management Certification, Prosci
- Human Resources Academy Certification, California State University Sacramento
- Classification & Compensation Credential, California Dept. of Human Resources
- Legal Secretary Certification
- Paralegal Certification

SUSAN S. VANG

PROFESSIONAL EXPERIENCE

February 2017 to Present
Senior H.R. Associate, *Koff & Associates, Berkeley CA*

- Provide support on Classification and Compensation Studies for public sector clients including cities, counties, special districts, and other public sector agencies.
- Interview employees, develop classification specifications, analyze and offer recommendations for classification studies.
- Research, collect data, and analyze for compensation studies; develop compensation recommendations and implementation plans.

October 2012 to January 2017
Human Resources Technician, *CPS HR Consulting Services, Sacramento CA*

- Classification and Compensation: Provided technical support on both compensation and classification projects through the data collection process and worked on special projects as assigned.
    - Participated on project teams for both large and small scale classification and compensation studies.
    - Assisted in compiling detailed statistical and narrative classification and compensation reports with recommendations including changes to existing classification structures, new or revised classification specifications, and position allocations.
    - Drafted Request for Proposal responses for small studies regarding project scope, project timeline estimations, etc.
- Recruitment and Selection: Provided technical recruitment and selection support to various California Social Services and Child Support Services county departments on the Merit System Services (MSS) contract; reviewed clerical, technical, and professional employment applications; assisted in managing the testing and flow of recruitments; created eligible lists for counties' use.

EDUCATION

University of California, Berkeley CA
Bachelor's Degree, Molecular Environmental Biology

CYNTHIA M. HARARY

PROFESSIONAL EXPERIENCE

November 2015 – Present
H.R. Associate, *Koff & Associates, Berkeley CA*

- Provide support on classification and compensation studies for public sector clients including cities, counties, school districts, and special districts.
- Classification studies: interview employees; analyze and develop recommendations for position allocations; develop classification specifications.
- Compensation studies: data collection and analysis; provide salary adjustment recommendations; create internal salary relationship charts; make salary range recommendations; create new salary schedules.
- Special projects including staffing studies.

January 2000 to November 2015
Consultant, *Creative Management Solutions, Inc., Anaheim CA*

- Provided support on classification and compensation studies for public sector clients including cities, counties, school districts, and special districts.
- Classification: analyzed and developed recommendations for position allocation; developed classification specifications.
- Compensation: data collection and analysis; provided salary adjustment recommendations; created internal salary relationship charts; made salary range recommendations.
- Assisted with maintenance of compensation and benefit database (CalPACS), providing public sector agencies comparative compensation information.

October 1988 to July 1998
1992 – 1998 Human Resources Analyst I/II, *City of Whittier, Whittier CA*
1991 – 1992 Human Resources Assistant, *City of Whittier, Whittier CA*
1988 – 1991 Secretary to the Human Resources Director, *City of Whittier, Whittier CA*

- Provided support on classification and compensation studies for a wide variety of city job classifications; analyzed and developed recommendations for position allocation; developed classification specifications.
- Compensation: data collection and analysis; provided salary adjustment recommendations; made salary range recommendations.
- Performed all phases of recruitments including screening of applications; coordination of interview panels; developed interview questions and guidelines; developed and administered written examinations, supplemental questionnaires, and skills testing.
- Assisted managers with understanding and implementing employee disciplinary actions and following personnel rules and regulations. Developed, implemented, and interpreted policies to ensure compliance with Federal Regulations. Responded to DFEH/EEO discrimination complaints and unemployment insurance claims. Developed an employee customer service notebook. Assisted in managing the Human Resources Department budget.

- Developed and conducted staff training programs on customer service, new employee orientation, and heat exhaustion programs for field employees. Participated in the formulation of a training consortium which provided supervisory and employee relations training at a reduced cost to agency members.
- Assisted management during employee labor contract negotiations with sworn and miscellaneous represented employee groups.
- Developed and coordinated citywide employee safety training programs including CPR, First Aid, Bloodborne Pathogens, DOT Drug and Alcohol Testing regulations, and Respiratory Protection Program.
- Assisted in the supervision of clerical support staff. Coordinated City's Workfare program for Welfare recipients.

February 1987 to October 1988
Customer Service Clerk, *City of Whittier, Whittier CA*

- Provided customer service support to Public Works Department with water and sanitation accounts; processed work orders; prepared billings and attended to billing issues; collected payments; entered new accounts into computer system.
- Assisted customers via telephone and at public counter; resolved issues and complaints.
- Operated radio to dispatch field personnel for a variety of routine and emergency service calls.
- Performed basic clerical work including copying, typing, and filing paperwork; maintained a variety of spreadsheets, logs, and records related to water and sanitation services; processed purchase order requests, and inventory requests; ordered supplies and maintained inventory.

EDUCATION

California State University, Long Beach
Bachelor's Degree, Broadcast Journalism

RENATE TINER

Professional Experience:

October 2017 – Present
H.R. Associate, *Koff & Associates, Berkeley CA*
Provide professional support, data collection, and analysis on classification and compensation studies for a variety of public sector clients.

December 2010 – October 2017
Stay at Home Mother, *Berkeley CA*

February 2010 – September 2010
Talent Acquisition Specialist – Management Roles, *Mindfield Group, Vancouver B.C. Canada*
Provided clients with three qualified management candidates within thirty days of role being posted. Performed prescreening, telephone interviews and follow up after client interviewed candidate.

- Created candidate profiles in conjunction with client
- Provided support to junior staff in all recruitment techniques
- Entered candidates into applicant tracking database

September 2009 – February 2010
Accreditation and Licensing Coordinator/HR Coordinator, *Contemporary Security Canada, Vancouver B.C. Canada*
For the 2010 Winter Olympics provided coordination of all licensing and accreditation for 6,000 security staff assigned to the Winter Games.

- Worked with the Attorney General's Office in Victoria B.C. to secure provincial security licenses for both regular security staff and supervisory security staff.
- Worked with the Federal Canadian government to secure accreditation to all security staff.
- During the Winter Games, provided HR support to security and support staff assigned to the Whistler B.C. Camp.

January 2006 – June 2008
Manager of Human Resources, *Commissionaires B.C., Vancouver B.C. Canada*
Provided a variety of Human Resources support to the operations team in both the lower mainland of B.C. and throughout the province of British Columbia for the jail guard staff.

- Performed high volume recruiting, onboarding, orientation, and scheduling of training for new staff.
- Handled all workers compensation claims and follow-up for the entire lower mainland of British Columbia.
- Co-Chair of the Health and Safety Committee.

- Provided support with supervisor recruitment and selection, as well as succession planning.
- Helped develop policy in conjunction with the rest of the management team.
- Managed new employee HRIS entry and file maintenance.

Education:

Bachelor of Science, Psychology - *University of Northern British Columbia 2002*

APPENDIX II

Lobbying Certification

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, Gallagher Benefits Services, Inc, 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

Georg Krammer, Managing Director Name and Title of Contractor's Authorized Official

6/22/21 Date

APPENDIX III

Certification Regarding Debarment, Suspension, and other Responsibility Matters

Certification Regarding Debarment and Suspension

The undersigned bidder or proposer certifies that its principals, affiliates, and subcontractors (if any) are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

This certification is a material representation of fact relied upon by TTD. If it is later determined by TTD that the undersigned 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 undersigned agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this bid or offer is valid and throughout the period of any contract that may arise from this bid or offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Official

Georg Krammer, Managing Director

Name and Title of Authorized Official

6/22/2021

Date

APPENDIX IV

Certificate of Authority to Sign

GALLAGHER BENEFIT SERVICES, INC.

SECRETARY'S CERTIFICATE

I, April Hanes-Dowd, do hereby certify that:

1. I am the duly elected Secretary of Gallagher Benefit Services, Inc., a Delaware corporation (the "Company") with its principal place of business at 2850 Golf Road, Rolling Meadows, Illinois;
2. In such capacity I have access to and am familiar with the corporate records of the Company; and
3. Georg S. Krammer is a Managing Director, employee and executive of the Company with the full power and authority to execute on behalf of the Company insurance, risk management consulting and benefits proposals in response to Requests for Proposal.

IN WITNESS WHEREOF, the undersigned has set her hand and affixed the seal of this corporation this 14th day of June 2021.

April Hanes-Dowd
Secretary

[SEAL]

GALLAGHER BENEFIT SERVICES, INC.

SECRETARY'S CERTIFICATE

I, April Hanes-Dowd, do hereby certify that:

1. I am the duly elected Secretary of Gallagher Benefit Services, Inc., a Delaware corporation (the "Company") with its principal place of business at 2850 Golf Road, Rolling Meadows, Illinois;
2. In such capacity I have access to and am familiar with the corporate records of the Company; and
3. Catherine B. Kaneko is a Managing Director, employee and executive of the Company with the full power and authority to execute on behalf of the Company insurance, risk management consulting and benefits proposals in response to Requests for Proposal.

IN WITNESS WHEREOF, the undersigned has set her hand and affixed the seal of this corporation this 14th day of June 2021.

April Hanes-Dowd
Secretary

[SEAL]

EXHIBIT "B"
COMPENSATION

Compensation for the Scope of Services shall not exceed $68,480.00 as identified in Koff and Associates' Classification and Compensation Study Proposal "Cost Proposal, Option 1: Without Onsite Travel" submitted August 19, 2021 and incorporated herein by reference.

RIV #4819-3383-6370 v2

EXHIBIT "C"
INSURANCE

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to the District, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Contractor shall procure and maintain the following scope and limits of insurance:

1. Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than $2,000,000 per occurrence;

2. Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;

3. Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of $1,000,000 per accident for bodily injury and property damage;

4. Umbrella Liability insurance providing excess coverage over all limits and coverages with a limit no less than $10,000,000 per occurrence or in the aggregate;

5. Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than $5,000,000 per claim, or $10,000,000 in the aggregate;

6. Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than $2,000,000 per claim and in the aggregate, inclusive of defense cost; and

7. Crime insurance covering third-party crime and employee dishonesty with limits of no less than $1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

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B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current certificate of insurance will be provided.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI.

2. Commercial General Liability and Automobile Liability Coverages.

a. District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds on the Commercial General Liability policy as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.

b. Contractor's insurance coverage shall be primary insurance with respect to District, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

c. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to District, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the District Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against District, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Contractor furnish District with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to District.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT "D"
FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following 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 District requests which would cause District to be in violation of the FTA terms and conditions.

2. Access to Records. The following access to records requirements apply to this Agreement:
    a. Where the District 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 provide the District, 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.
    b. 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.
    c. 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 District, 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).

3. Civil Rights.
    a. *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.

b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:

   i. 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.

   ii. 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.

   iii. 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.

c. 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.

4. Disadvantaged Business Enterprises.
   a. This Agreement 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%. The District's overall goal for DBE participation is 2.1 %. A separate 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 Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
   c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
   d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor may not hold retainage from its subcontractors.
   e. The Contractor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement 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 District.

5. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. 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 reference in the Master Agreement between District 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 Agreement.

7. No Obligation By The Federal Government
    a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
    b. 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.

8. Program Fraud and False or Fraudulent Statements or Related Acts.
    a. 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 Agreement, 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 Agreement or the FTA assisted project for which the Services are 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.
    b. 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.
    c. 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.

9. Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

10. Patent and Rights in Data

a. *Rights in Data*

i. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

ii. The following restrictions apply to all subject data first produced in the performance of the Agreement:
    1. Except for its own internal use, the District or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the District or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
    2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
        a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
        b. Any rights of copyright purchased by the District or Contractor using Federal assistance in whole or in part provided by FTA.
    3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the District and the Contractor performing experimental, developmental, or research work required by the Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Agreement, is not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined in subsection (i) of this clause and shall be delivered as the

Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for the District or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

4. Unless prohibited by state law, upon request by the Federal Government, the District and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the District nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
6. Data developed by the District or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Agreement is exempt from the requirements of subsections (2), (3), and (4) of this clause, provided that the District or Contractor identifies that data in writing at the time of delivery of the contract work.
7. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

iii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the District and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

iv. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

b. *Patent Rights*

i. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the District and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

ii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the District and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

iii. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

11. <u>Suspension and Debarment</u>

a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

b. 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.

c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to District, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Clean Air - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

13. Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Lobbying – Contractor 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 District, 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 the recipient.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of a Second Addendum to State Route 28 Corridor Operations and Maintenance Interlocal Agreement

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Action Requested:
It is requested the Board approve a second addendum (Attachment B) to State Route 28 (SR 28) Corridor Operations and Maintenance Interlocal Agreement.

Fiscal Analysis:
This addendum has been prepared to satisfy requirements in order for Nevada State Parks (NSP) to accept payments from TTD. Expenses for the parking and trail maintenance NSP were approved in the FY21 budget. Payments for expenses incurred by NSP were returned as NSP did not have a mechanism set up to accept the payment. Upon approval of the second addendum, staff will reissue the reimbursements.

All expenditures associated with the current fiscal year are in the approved FY22 budget. Current expenditures associated with the operations are funded through the Parking System. Parking revenues are held in separate checking and savings accounts for annual and long-term operating and maintenance expenses associated with the parking and trail, and managed with recommendations from the SR 28 Corridor Management Team (CMT) and through future Board approval. The CMT submits annual estimated expenses to TTD prior to TTD's annual budget development and approval.

Work Program Impact:
All work associated with this effort is captured under respective elements of the approved FY21 and FY22 Work Program, with corresponding allotted staff time.

Background:
To address the congestion issues created by the high demand for recreation along the SR 28 corridor, TTD and 12 other partner agencies developed the 2013 SR 28 Corridor Management Plan (CMP) and, as recommended in the CMP, entered into the SR 28 Corridor Operations and Maintenance Agreement August 1, 2015 (Attachment A). The agreement was written to allow flexibility to amend the agreement from time to time to address new responsibilities when new facilities are developed, additional operating or maintenance is needed or to clarify the agreement amongst the partnering agencies. The Board previously approved Addendum #1 December 11, 2020, clarifying responsibilities (Attachment A).

DH/ja AGENDA ITEM: IV.C.

The first segment of the Tahoe East Shore Trail and the associated North Trailhead Parking lots opened on June 28, 2019, with the paid parking pilot commencing on July 20, 2020 for these 90 parking spaces.

Discussion:

The CMT partnering agencies each have responsibilities within the SR 28 Corridor that are interdependent of each other to most effectively and efficiently manage this high use recreation corridor. The CMT works together to address emerging challenges, implement adaptive solutions, review revenues, and evaluate funding priorities guided by the agreement.

This Second Addendum to the agreement acknowledges TTD's budget approval process and clarifies the reimbursement process are based on available revenue for NSP. The CMT has recommended Board approval of this Second Addendum.

Staff recommends approval.

Additional Information:

If you have any questions or comments regarding this item, please contact Danielle Hughes at (775) 289-4449 or dhughes@tahoetransportation.org.

Attachments:

A. SR 28 Corridor Operations and Maintenance Interlocal Agreement and First Addendum
B. Addendum Two to SR 28 Corridor Operations and Maintenance Interlocal Agreement

DH/ja AGENDA ITEM: IV.C.

First Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement

Tahoe Transportation District
And
Nevada Department of Transportation
And
Nevada Division of State Parks
And
Nevada Division of State Lands
And
Nevada Department of Public Safety-Highway Patrol
And
Washoe County Community Services Department
And
Incline Village General Improvement District
And
Carson City Parks and Recreation Department
And
Douglas County Parks and Recreation Department
And
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties entered into an Interlocal Agreement dated August 1, 2015 for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail and other individual projects (hereinafter the "Agreement");

WHEREAS, the Agreement authorizes each party to assign, transfer or delegate its responsibilities set forth in the Agreement to other parties upon written agreement of the parties assuming said responsibilities and written notice to all other parties to the agreement (see Agreement, Art. II, par. 2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and maintenance responsibilities in addition to those described in the Agreement upon written notice to all Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District ("TTD") wishes to assume additional operations and maintenance responsibilities in addition to those described in the Agreement;

WHEREAS, this first Addendum to the Agreement sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, operating and maintaining a parking management program and maintaining parking kiosks/meters in and around the "expanded parking near Ponderosa Ranch Road and SR 28" (as that term is more

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specifically described in the Agreement) for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance; and

WHEREAS, Washoe County (County) is willing to assume additional operations and maintenance responsibilities in addition to those described in the Agreement. The County may extend its operation and maintenance of bear-proof trash receptacles and ADA compliant portable restrooms at the parking area near Ponderosa Ranch Road and SR 28 so as to serve patrons of said parking area. Services can be extended beyond the May 1 to October 15 timeframe set forth in the Agreement;

WHEREAS, pursuant to that Interlocal Agreement NM790-19-015 entered into by TTD and the Nevada Department of Transportation ("NDOT") on May 14, 2020, NDOT has agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program, which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road.

NOW THEREFORE, the County and TTD hereby agree to modify the Agreement by this First Addendum to the Agreement as follows:

Section 1. The Agreement is hereby modified by adding a subsection 6 to subsection A (Tahoe Transportation District) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) as follows:

6. TTD will be responsible for the installation, administration, operation, maintenance, and collection of revenue from a parking management program which includes the collection of parking fees from users of the "expanded parking near Ponderosa Ranch Road and SR 28." Said collection of parking fees may be accomplished through installation of parking kiosks/meters and other means to accommodate paid parking and the parking management program.

Section 2. The Agreement is hereby modified by repealing and replacing subsections 6 and 7 of subsection C (Washoe County) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) to read in their entirety as follows:

6. Washoe County will operate and maintain one to two (1-2) bear-proof dumpsters at the expanded parking near Ponderosa Ranch Road and SR 28 from May 1 to October 15 of each year, and such operation and maintenance may be extended beyond that timeframe should the budget and local weather allow.

7. Washoe County will operate and maintain one to two (1-2) ADA compliant portable toilets at the expanded parking near Ponderosa Ranch Road and SR 28 from May 1 to October 15 of each year, and such operation and maintenance may be extended beyond that timeframe should the budget and local weather allow.

Section 3. Pursuant to paragraph 2 of Article II of the Agreement, TTD shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

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WASHOE COUNTY:

Chair
Board of County Commissioners

Date: 1-26-21

TAHOE TRANSPORTATION DISTRICT:

Carl Hasty
District Manager

Date: December 28, 2020

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SR 28 Corridor
Operations and Maintenance
Interlocal Agreement

Tahoe Transportation District
and
Nevada Department of Transportation
and
Nevada Division of State Parks
and
Nevada Division of State Lands
and
Nevada Department of Public Safety-Highway Patrol
and
Washoe County Community Services Department
and
Incline Village General Improvement District
and
Carson City Parks & Recreation Department
and
Douglas County Parks & Recreation Department
and
Tahoe Regional Planning Agency

This Interlocal Agreement (this "Agreement") is dated and effective August 1, 2015, by and between the Tahoe Transportation District ("TTD"); the Nevada Department of Transportation ("NDOT"); the Nevada Division of State Parks ("NDSP"); the Nevada Division of State Lands ("NDSL"); the Nevada Department of Public Safety-Highway Patrol ("NHP"); Washoe County and its Community Services Department ("Washoe County"); the Incline Village General Improvement District ("IVGID"); Carson City and its Parks & Recreation Department ("Carson City"); the Douglas County and its Parks & Recreation Department ("Douglas County"); and the Tahoe Regional Planning Agency ("TRPA"). Collectively, these agencies and organizations will hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are public agencies under Nevada Revised Statutes ("NRS") 277.100 and authorized to enter into cooperative agreement in accordance with NRS 277.080 to 277.110;

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform;

WHEREAS, the Parties recognize the need to combine the operations and maintenance approach for projects in the SR 28 corridor: the SR 28 Corridor Project, the NV Stateline to

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Stateline Bikeway Project, and other individual projects (as combined, the "Corridor Project"), in the area shown in Exhibit A;

WHEREAS, combining the operations and maintenance approach for these projects will allow the Parties to engage in more effective and efficient efforts across jurisdictional boundaries and achieve the safety, environmental and transportation goals of the projects;

WHEREAS, some of the Parties entered into a Interlocal Agreement on May 11, 2007, to create a working group to develop agreements regarding planning, design and construction and management, operation and maintenance responsibilities for the bikeway;

WHEREAS, some of the Parties entered into the Nevada State Route 28 Corridor Management Plan Project Charter in June 2012, in which they agreed to develop the SR 28 Corridor Management Plan;

WHEREAS, the Corridor Management Plan was developed to define the vision, goals and objectives for the corridor and to provide a coordinated management strategy to guide the Parties, and was approved by the TTD Board of Directors on October 11, 2013;

WHEREAS, some of the Parties entered into a Federal Lands Access Program ("FLAP") Project Memorandum of Agreement in December 2014 to set forth responsibilities regarding development and construction of Phase 1 of the Corridor Project in order to obligate FLAP funding;

WHEREAS, TTD has been successful in securing approximately $23.9 million federal, state and local funding for the Corridor Project;

WHEREAS, The Parties each have unique roles, jurisdictions, missions, and goals, but there needs to be a coordinated approach to the operations and maintenance of existing and future facilities within the SR 28 corridor;

WHEREAS, an operations and maintenance agreement is required in order to receive FLAP and other funding for construction;

WHEREAS, this Agreement describes the operations and maintenance responsibilities for the projects identified in Exhibit B, and will be amended in the future to set forth operations and maintenance responsibilities for future projects; and

WHEREAS, the Parties now desire to create a Corridor Management Team (the "CMT") comprised of representatives from each of the Parties to develop specific operating procedures and maintenance plans related to the implementation of the Corridor Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

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ARTICLE I – DUTIES AND RESPONSIBILITIES

1. The Parties will perform the operations and maintenance responsibilities described in Exhibit B for the projects described therein. Exhibit B shall be amended in the future to include operations and maintenance responsibilities for future projects.
2. The Parties will continue to provide planning information, meeting space and other support as needed (and within their respective budgets) for the Parties to attain their goal of a collaborative approach to planning, constructing, operating and maintaining facilities and services within the SR 28 corridor.
3. The CMT is hereby established to assist in implementing the Corridor Project. The Parties agree to provide one staff member to serve as a CMT representative, to attend bi-annual meetings, and to make recommendations to upper level staff and their governing boards regarding CMT activities.
4. At its first meeting, the CMT shall determine processes for reaching consensus and effective and efficient decision-making.
5. The CMT will work to:
    a. Fulfill the operations and maintenance responsibilities set forth in this Agreement;
    b. Amend this Agreement as necessary with regards to operations and maintenance responsibilities for future projects;
    c. Assist in prioritizing the development and construction of projects;
    d. Form partnerships to complete development and construction of projects,
    e. Assist in submitting federal, state and local grant applications to fund projects ;
    f. Assess continued challenges within the SR 28 corridor and look for opportunities to address those challenges; and
    g. Provide recommendations to their governing bodies on how best to address those challenges;
    h. Prioritize the need for capital infrastructure maintenance funding for projects;
    i. Prepare a cumulative budget for capital maintenance funding in the SR 28 corridor and determine the appropriate Parties to submit grants and funding requests, including any requests to the Tahoe Fund; and
    j. Identify and prioritize the need for grants and funding requests for future projects.
6. The CMT will provide recommendations to the TTD Board of Directors on any matter requiring action by the TTD Board of Directors in connection with the Corridor Management Plan.
7. TTD will continue to assist in developing and seeking funding sources for the implementation of the Corridor Project.
8. TRPA, in its role as the Tahoe Metropolitan Planning Organization, will continue to assist the Parties in providing long range multi-modal transportation planning information and survey and user monitoring information, including incorporating bikeway segments into monitoring protocol, as appropriate.
9. This approach does not preclude the Parties from individually performing their duties and responsibilities in the SR 28 corridor.

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ARTICLE II - GENERAL PROVISIONS

1. This Agreement may only be terminated upon mutual written agreement of all of the Parties.
2. The Parties with operations and maintenance responsibilities described in Exhibit B may assign, transfer or delegate those responsibilities to other Parties upon written agreement of the Parties that will assume those responsibilities and written notice to all of the other Parties. Otherwise, none of the Parties shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of all of the other Parties.
3. The Parties may agree to assume operations and maintenance responsibilities in addition to those described in Exhibit B upon written notice to all of the other Parties. Otherwise, this Agreement shall not be modified, extended or amended without the prior written consent of all of the Parties.
4. The Parties agree to work cooperatively to avoid and resolve conflicts at the lowest level possible. The Parties share the following principles in the resolution of conflicts:
   - The efficient delivery of an effective, cost efficient quality project or program is the primary goal of all partnering agencies.
   - The Parties will focus on their common goals rather than differences.
   - Win/Win solutions to conflicts will be sought.
   - Differences of opinion are acceptable but are sought to be limited.
   - Timely, open and honest communication is the key to avoiding and resolving conflicts.
5. Decisions are to be made and conflicts are to be resolved at the lowest possible level. If disagreements arise and cannot be resolved at the staff level, the Parties will follow the following process:
   - **TTD:** TTD staff elevates unresolved conflicts to the TTD District Manager.
   - **NDOT:** NDOT staff elevates unresolved conflicts to the NDOT District II District Engineer and then to the Director.
   - **NDSP:** NDSP Park Supervisor elevates unresolved conflicts to the NDSP Administrator.
   - **NDSL:** NDSL staff elevates unresolved conflicts to the NDSL Administrator.
   - **NHP:** NHP staff elevates unresolved conflicts to the NHP Chief.
   - **Washoe County:** Washoe County Community Services Department staff elevates unresolved conflicts to the Washoe Community Services Department Director and then to County Manager.
   - **IVGID:** IVGID Public Works staff elevates unresolved conflicts to the Public Works Department Director and then to IVGID General Manager.
   - **Carson City:** Carson City staff elevates unresolved conflicts to the Carson City Parks & Recreation Director and then to City Manager.
   - **Douglas County:** Douglas County staff elevates unresolved conflicts to the Douglas County Community Services Department Director and then to County Manager.
   - **TRPA:** TRPA staff elevates unresolved conflicts with recommendations to the Executive Director.

   If a solution is reached, the Parties will work to implement the solution. If a solution is not reached, it may cause delay in implementing solution(s), vendor contract(s),

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program(s), construction contract(s) schedule(s) and/or jeopardize the timely use of available funding. All decisions and agreements regarding conflict resolution shall be documented fully and copies must be kept in the project files for all Parties.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile or email with simultaneous regular mailing by certified mail with return receipt requested and postage prepaid on the date posted, and addressed to the other party at the addresses set forth below:

TTD: Carl Hasty, District Manager
Tahoe Transportation District
cc: George Fink, Transit System Program Manager
P.O. Box 499
Zephyr Cove, NV 89448
128 Market Street, Suite 3-F
Stateline, NV 89449
Phone Number: (775) 589-5500
Fax: (775) 589-5283
E-mail: chasty@tahoetransportation.org;
gfink@tahoetransportation.org

NDOT: Rudy Malfabon, Director
Nevada Department of Transportation District 2
cc: Thor Dyson, District Engineer
310 Galletti Way
Sparks, NV 89431
Phone Number: (775) 834-8300
Fax:(775) 834-8390
E-mail: rmalfabon@dot.state.nv.us
tdyson@dot.state.nv.us

NDSP: Eric Johnson, Administrator
Nevada Division of State Parks
cc: Bob Mergell, Deputy Administrator
Jay Howard, Park Supervisor
901 S. Stewart Street Suite 5005
Carson City, NV 89701-5248
Phone Number: (775)684-2770
Fax: (775) 684-2777
E-mail: emjohnson@parks.nv.gov
rmergell@parks.nv.gov
jayattahoe@gmail.com

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NDSL: Charles Donohue, Administrator
Nevada Division of State Lands
cc: Elizabeth Harrison, Management Analyst
901 S. Stewart Street Suite 5003
Carson City, NV 89701-5246
Phone Number: (775)684-2720
Fax: (775)684-2721
E-mail: cdonohue@lands.nv.gov
eharrison@lands.nv.gov

NHP: Colonel Dennis S. Osborn, Chief
Nevada Highway Patrol
cc: Chris Greb, Sargent (Tahoe)
Rob Stepien, Deputy Commander Personnel
625 Mt. Rose Hwy
Incline Village, NV 89451-9111
Phone Number: (775) 831-2404
Fax: (775) 831-1709
E-mail: dosborn@dps.state.nv.us
cgreb@dps.state.nv.us
rstepien@dps.state.nv.us

Washoe County: John Slaughter, County Manager
Washoe County Community Services Department
cc: Dave Solaro, Director
Cheryl Surface, Parks Planner/Tahoe Team Coordinator
Adam Searcy, Roads Division Manager
PO Box 113000
Reno, NV 89520
Phone Number (775) 328-2019
E-mail: jslaughter@washoecounty.us
dsolaro@washoecounty.us
csurface@washoecounty.us
asearcy@washoecounty.us

IVGID: Steven Pinkerton, General Manger
IVGID - Public Works Department
cc: Joe Pomroy, Public Works Director
Brad Johnson, Engineer
1220 Sweetwater Road
Incline Village, NV 89451
Phone Number (775) 832-1269
Fax: (775) 832-1260
E-mail: steven_pinkerton@ivgid.org
joe_pomroy@ivgid.org
brad_johnson@ivgid.org

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Carson City: Nick Marano, City Manager
Carson City Parks & Recreation Department
cc: Roger Moellendorf, Director
Ann Bollinger, Open Space Administrator
3303 Butti Way Building #9
Carson City, NV 89701
Phone Number (775) 887-2262
Fax: (775) 887-2145
E-mail: nmarano@carson.org
rmoellendorf@carson.org
abollinger@carson.org

Douglas County: Jim Nichols, County Manager
Douglas County Community Services Department
cc: Scott Morgan, Director
1325 Waterloo Lane
Gardnerville, NV 89410
Phone Number: (775)782-9828
Fax: (775)782-5799
E-mail: lwerner@co.douglas.nv.us; smorgan@co.douglas.nv.us

TRPA: Joanne S. Marchetta, Executive Director
Tahoe Regional Planning Agency
cc: Nick Haven, Transportation Planning Manager
Brian Judge, Principal Environmental Specialist
P.O. Box 5310
Stateline, NV 89449
128 Market Street
Stateline, NV 89449
Phone Number: (775)588-4547
Fax: (775)588-4527
E-mail:jmarchetta@trpa.org
nhaven@trpa.org; bjudge@trpa.org

7. This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
8. The Parties their respective agencies, organizations and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives unless otherwise agreed. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
9. This Agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, the Parties, their agencies, officers, or any other persons.
10. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or

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otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained.

11. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
12. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
13. This Agreement and the rights and obligations of the Parties shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada, for the enforcement of this agreement.
14. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
15. The Parties do not intend by any of the provisions of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
16. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts on the dates written below.

Tahoe Transportation District

DocuSigned by:
Carl Hasty
12F88DA38481480...
Carl Hasty, District Manager

Nevada Department of Transportation

DocuSigned by:
Rudy Malfabon
BD7D55CD8A4A5...
Rudy Malfabon, Director

Nevada Division of State Parks

DocuSigned by:
Eric Johnson
1DFA57A8F7945...
Eric M. Johnson, Administrator

Nevada Division of State Lands

DocuSigned by:
Charles Donohue
C00AA98CBA2E439...
Charles Donohue, Administrator

Nevada Department of Public Safety-Highway Patrol

DocuSigned by:
Dennis Osborn
CF1F12F79B1A408...
Dennis Osborn, Chief

Washoe County

ATTEST:_____
County Clerk

DocuSigned by:
Marsha Berkbigler
00D2C3B7A6434...
Marsha Berkbigler, Chair
Board of County Commissioners

IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts on the dates written below.

Tahoe Transportation District

_____
Carl Hasty, District Manager

Nevada Department of Transportation

_____
Rudy Malfabon, Director

Nevada Division of State Parks

_____
Eric M. Johnson, Administrator

Nevada Division of State Lands

_____
Charles Donohue, Administrator

Nevada Department of Public Safety-Highway Patrol

_____
Dennis Osborn, Chief

Washoe County

Marsha Berkbigler
Marsha Berkbigler, Chair
Board of County Commissioners

ATTEST: Nancy L. Parent
County Clerk

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Incline Village General Improvement District
Reviewed as to Form:

DocuSigned by:
By Steven Pinkerton
Steven J. Pinkerton, General Manager

DocuSigned by:
By Devon T. Reese
Devon T. Reese, General Counsel

Agreed to:

By Not required for
Jim Smith, Chairman
Board of Trustees

By Not required for
Secretary

Carson City

ATTEST:_____
Clerk-recorder

_____
Robert L. Crowell, Mayor
Of Carson City

Douglas County

ATTEST:_____
County Clerk

DocuSigned by:
Doug Johnson
Doug N. Johnson, Chairman
Board of County Commissioners

Tahoe Regional Planning Agency

_____
Joanne S. Marchetta, Executive Director

DocuSign Envelope ID: 10FF4F4E-1DA2-4A4B-846D-78E1DDDBDDBD

Incline Village General Improvement District
Reviewed as to Form:

By_____
Steven J. Pinkerton, General Manager

By_____
Devon T. Reese, General Counsel

Agreed to:

By_____
Jim Smith, Chairman
Board of Trustees

By_____
Secretary

Carson City

Robert L. Crowell, Mayor
Of Carson City

ATTEST: Susan Merritt
Clerk-recorder

Douglas County

DocuSigned by:
Doug Johnson
Doug N. Johnson, Chairman
Board of County Commissioners

ATTEST:_____
County Clerk

Tahoe Regional Planning Agency

_____
Joanne S. Marchetta, Executive Director

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Incline Village General Improvement District
Reviewed as to Form:

By_____
Steven J. Pinkerton, General Manager

By_____
Devon T. Reese, General Counsel

Agreed to:

By_____
Jim Smith, Chairman
Board of Trustees

By_____
Secretary

Carson City

ATTEST:_____
Clerk-recorder

_____
Robert L. Crowell, Mayor
Of Carson City

Douglas County

ATTEST: Kathy Lewis
County Clerk

Doug N. Johnson
Doug N. Johnson, Chairman
Board of County Commissioners

Tahoe Regional Planning Agency

JSMarchetta
Joanne S. Marchetta, Executive Director

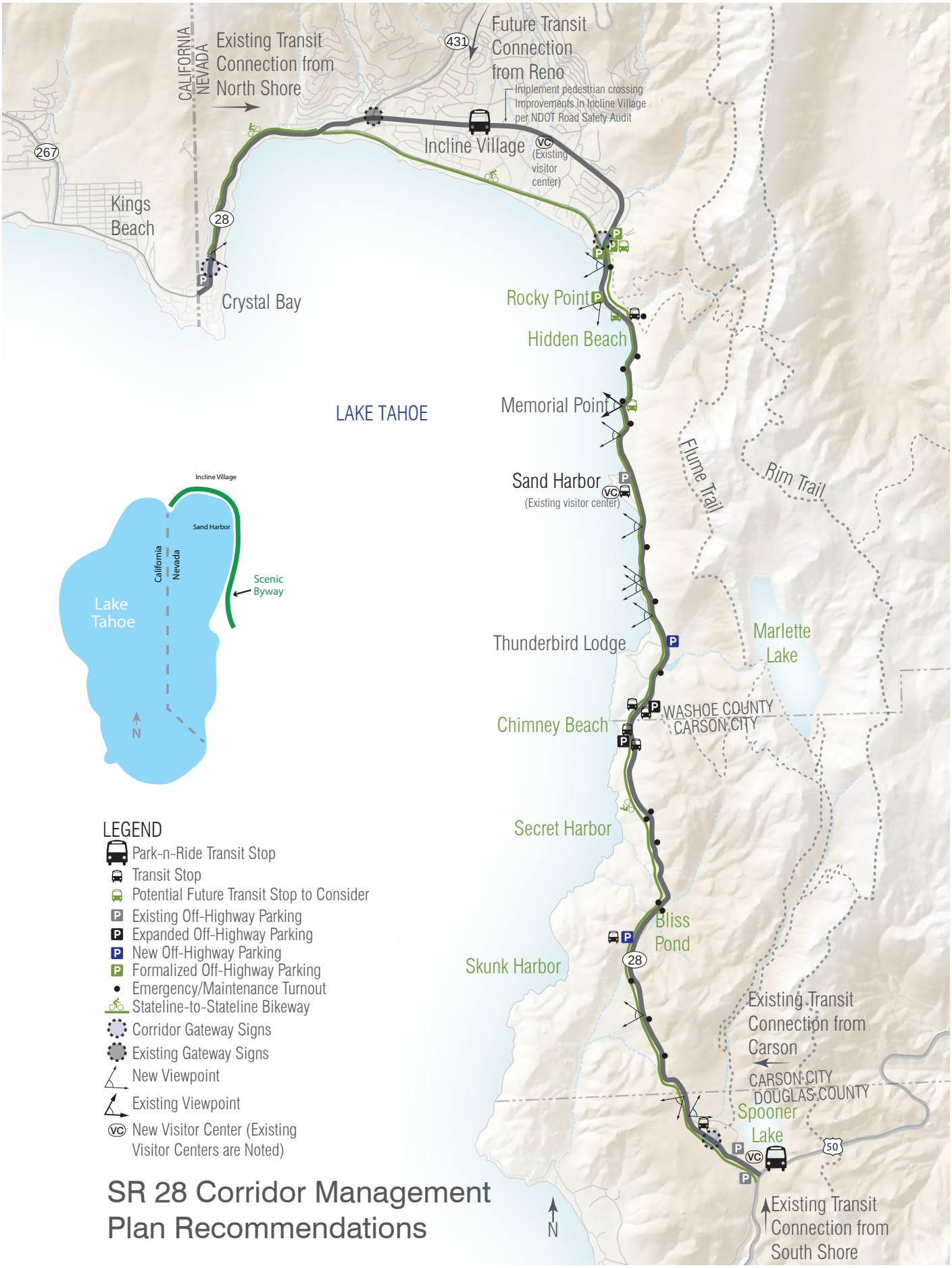
Existing Transit Connection from North Shore
CALIFORNIA
NEVADA
Future Transit Connection from Reno
431
Implement pedestrian crossing improvements in Incline Village per NDOT Road Safety Audit
Incline Village
VC
(Existing visitor center)
267
Kings Beach
28
Crystal Bay
Rocky Point
Hidden Beach
LAKE TAHOE
Memorial Point
Flume Trail
Rim Trail
Sand Harbor
(Existing visitor center)
Thunderbird Lodge
Marlette Lake
Chimney Beach
WASHOE COUNTY
CARSON CITY
Secret Harbor
Bliss Pond
Skunk Harbor
Existing Transit Connection from Carson
CARSON CITY
DOUGLAS COUNTY
Spooner Lake
50
Existing Transit Connection from South Shore
N
Incline Village
Sand Harbor
California
Nevada
Lake Tahoe
Scenic Byway
N
LEGEND
Park-n-Ride Transit Stop
Transit Stop
Potential Future Transit Stop to Consider
Existing Off-Highway Parking
Expanded Off-Highway Parking
New Off-Highway Parking
Formalized Off-Highway Parking
Emergency/Maintenance Turnout
Stateline-to-Stateline Bikeway
Corridor Gateway Signs
Existing Gateway Signs
New Viewpoint
Existing Viewpoint
New Visitor Center (Existing Visitor Centers are Noted)
SR 28 Corridor Management Plan Recommendations

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Exhibit B

Operations and Maintenance Responsibilities

I. Incline Village to Sand Harbor

A. Tahoe Transportation District

1. TTD will continue applying for federal, state and local funding for transit services within the SR 28 corridor. Currently, 60% of the total cost of the service comes from federal funding with a required match of 40% of the total cost of the service coming from state or local sources. Transit service is critical to meet the peak-season ridership demand in the SR 28 corridor from approximately June 15 until Labor Day.
2. TTD will operate and maintain the busses, bus shelters or benches and bus information signs for the transit service as long as federal, state and local funding is available.
3. TTD will continue seeking annual agreement with Washoe County School District for intercept lots in Incline Village and will assist in the planning efforts to provide permanent intercept lots in Incline Village and near the intersection of SR 28 and US Highway 50.
4. TTD will be responsible for the management of the grants, fee collection and fiscal compliance for the transit service.
5. TTD will provide any routine survey information on transit services or visitor experience to the Parties.

B. Nevada Department of Transportation

1. NDOT will operate and maintain all improvements within the SR 28 right-of-way and other property owned by NDOT, with the exception of the expanded parking near Ponderosa Ranch Road and the bikeway.

C. Washoe County

1. Washoe County will sweep the expanded parking near Ponderosa Ranch Road once at the beginning of each summer season.
2. Washoe County will sweep the bikeway twice each summer season (once at the beginning of the season and again during peak summer season) from Sweetwater Drive to Sand Harbor.
3. Washoe County will pump the water quality vaults located at the expanded parking near Ponderosa Ranch Road.
4. Washoe County will maintain the parking lot signs at the expanded parking near Ponderosa Ranch Road.

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5. Washoe County will provide dog waste bags for NDSP to stock at the expanded parking near Ponderosa Ranch Road.
6. Washoe County will operate and maintain 1-2 dumpsters at the expanded parking near Ponderosa Ranch Road from May 1st to Oct 15th of each year. The 2nd dumpster may only be needed during peak season July 1st - Labor Day. The dumpster(s) will be bear proof.
7. Washoe County will operate and maintain 1-2 ADA portable toilets at the expanded parking near Ponderosa Ranch Road from May 1st to Oct. 15th of each year. The 2nd portable toilet may only be necessary during peak season July 1st - Labor Day.
8. With the exception of the duties expressly assumed by NDSP, Washoe County will manage all routine maintenance of the expanded parking near Ponderosa Ranch Road and the bikeway from Sweetwater Drive to the southern boundary of Rocky Point Subdivision, i.e. the last subdivision in Incline Village prior to entering Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenues.
9. Washoe County will manage capital infrastructure maintenance for the expanded parking near Ponderosa Ranch Road and the bikeway from Sweetwater Drive to the southern boundary of Rocky Point Subdivision, i.e. the last subdivision in Incline Village prior to entering Lake Tahoe Nevada State Park. Funding for capital infrastructure maintenance will be provided through programs such as the Tahoe Fund endowment and parking meter revenues.

D. Nevada Division of State Parks

1. NDSP will allow transit access to Sand Harbor. Transit access is currently allowed through the south entrance gate. NDSP is responsible for operation and maintenance of the entrance gate.
2. NDSP will operate and maintain the parking area near Rocky Point and Hidden Beach.
3. NDSP will provide litter patrol at the expanded parking near Ponderosa Ranch Road and along the bikeway from Sweetwater Drive to Sand Harbor.
4. NDSP will stock dog waste bags provided by Washoe County at the expanded parking near Ponderosa Ranch Road.
5. If NDSP requests that a sign be installed on the bikeway at the expanded parking near Ponderosa Ranch Road to indicate whether or not Sand Harbor beaches are full, then NDSP will operate the sign in the same way that it currently operates its sign on the highway for motorist parking.
6. With the exception of the duties expressly assumed by Washoe County, NDSP will manage all routine maintenance of the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenues.

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7. NDSP will manage capital infrastructure maintenance for the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for capital infrastructure maintenance will be provided through programs such as the Tahoe Fund endowment and parking meter revenues.

E. Nevada Highway Patrol

1. NHP will continue to assist in enforcement of the "No Parking Zones" and illegal shoulder parking along SR 28, within its Lake Tahoe operating procedures, and provide feedback to the CMT on the effectiveness of implemented Corridor Project solutions such as expanded "No Parking Zones."

II. Sand Harbor to Secret Harbor

[To be determined]

III. Secret Harbor to US 50 Spooner Lake

[To be determined]

IV. Crystal Bay to Incline Village

[To be determined]

Second Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement

Tahoe Transportation District
And
Nevada Department of Transportation
And
Nevada Division of State Parks
And
Nevada Division of State Lands
And Nevada Department of Public Safety-Highway Patrol
And
Washoe County Community Services Department
And
Incline Village General Improvement District
And
Carson City Parks and Recreation Department
And
Douglas County Parks and Recreation Department
And
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties entered into an Interlocal Agreement dated August 1, 2015 for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail and other individual projects (hereinafter the "Agreement");

WHEREAS, the Agreement authorizes each party to assign, transfer or delegate its responsibilities set forth in the Agreement to other parties upon written agreement of the parties assuming said responsibilities and written notice to all other parties to the agreement (see Agreement, Art. II, par. 2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and maintenance responsibilities in addition to those described in the Agreement upon written notice to all Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District ("TTD") and the Nevada Division of State Parks (NDSP) wish to clarify the authority of TTD to pay NDSP for their operations and maintenance responsibilities described in the agreement or additional annual tasks as agreed to in writing by TTD and NDSP:

WHEREAS, this first Addendum to the Agreement sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, collecting revenue, operating and maintaining a parking management program and maintain parking kiosks/meters

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in and around the "expanded parking near Ponderosa Ranch Road and SR 28" (as that term is more specifically described in the Agreement) for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance; and

WHEREAS, pursuant to that Interlocal Agreement entered into by TTD and the Nevada Department of Transportation ("NDOT") on May 14, 2020, NDOT has agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road.
NOW THEREFORE, the Parties hereby agree to modify the Agreement by this Second Addendum to the Agreement as follows:

Section 1. The Agreement is hereby modified by adding a subsection 7 to subsection A (Tahoe Transportation District) of section I (Incline Village to San Harbor) of Exhibit B (Operations and Maintenance Responsibilities) as follows:

> 7. TTD in its administration of the parking management program will call for and accept on an annual basis, generally November of each year, from NDSP for their annual projected operations and maintenance budget as outlined in Exhibit B Operations and Maintenance Responsibilities of this agreement. The CMT will review and make a recommendation based on projected annual revenues and expenditures to the TTD Board of Directors to approve as part of their annual budget process. TTD will accept and pay invoices from the operating partners twice per year, covering expenses from the periods of July 1-December 31 and January 1- June 30 of each year. The final annual invoice from operating partners must be received by TTD no later than July 15 of each year. Invoicing after this date will not be paid. At no time is TTD responsible for expenditures by the NDSP that exceed the revenue collected by the parking meters, and TTD shall be entitled to use such revenue first for its actual costs for administering the parking management program. NDSP recognizes that this paragraph is intended to provide a reimbursement mechanism to offset costs of annual operations and maintenance costs related to work performed by NDSP only in the event that sufficient parking revenues are available and is not a guarantee of payment or promise by TTD to pay for such costs. This paragraph shall be deemed effective July 1, 2020. This paragraph shall not be interpreted as a limitation on the ability of TTD to provide additional reimbursement of operating expenses outside the annual budget process set forth herein, using any other means approved by TTD and the CMT.

Section 1. The Agreement is hereby modified by repealing and replacing subsections 6 of subsection D (Nevada Division of State Parks)) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) to read in its entirety as follows:

With the exception of the duties expressly assumed by other Parties. NDSP will manage all routine maintenance of the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenue. NDSP will be responsible for submitting annual budget requests and invoices as

described in the new subsection 7 to section A. (Tahoe Transportation District) of section I (Incline Village to Sand Harbor) of Exhibit B (Operation and Maintenance Responsibilities). NDSP will provide with their invoice(s) backup documentation to meet TTD's audit requirements for all material used for routine maintenance of the parking lots and bikeway.

Section 3. Pursuant to paragraph 2 of Article II of the Agreement, TTD and NDSP shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

NEVADA DIVISION OF STATE PARKS:	TAHOE TRANSPORTATION DISTRICT:
Robert Mergell, Administrator	Carl Hasty, District Manager
Date: 9-3-21	Date:

OAK #4812-3286-1945 v2

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 29, 2021

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Discussion and Possible Direction on a Draft Policy Requiring a COVID Vaccination as a Condition of TTD Employment

---

Action Requested:
It is requested the Board discuss, along with providing possible direction to staff, the drafting of a policy to require a COVID vaccination as a condition of employment at TTD, applicable to existing staff and new hire recruits

Fiscal Analysis:
Fiscal impact is difficult to assess accurately, but there is an impact in terms of workforce outages due to infection or symptoms and the indirect costs of covering that lost work time on the agency workforce in terms of productivity. The requirement for providing 80 hours of time-off for employees with symptoms and/or who tested positive will be discontinued in California October 1. Once all special financial resources that have been supplied via legislation end, costs for continued testing will likely be borne by the budget.

Work Program Analysis:
Lost productivity and the disruption that COVID causes is something Staff would like to minimize. Vaccination is believed to be a major means of minimizing the negative impact to the organization's work.

Background:
While available vaccines have proven highly effective in controlling COVID-19 and its variants to date, the virus continues to spread, particularly among unvaccinated populations.

With the sharp upturn in infections due to the Delta variant and a nationwide slowdown in vaccinations, many employers have moved towards making vaccinations mandatory. Internal policies are shifting away from simply encouraging staff vaccination to requiring the vaccination as a condition of employment.

Currently, about 70% of TTD's staff has been vaccinated. Nonetheless, in the last two months, TTD has had five employees test positive. The majority unvaccinated and each out for ten days or more.

CH/ja AGENDA ITEM: IV.D.

Discussion:
Staff is proposing to develop a policy for Board approval to mandate vaccinations for all current employees and require all new hires to show proof of vaccination or obtain a vaccine prior to getting hired. With the Food and Drug Administration's announcement that the Pfizer COVID-19 vaccine has received full licensure, it is time to consider such a policy, as COVID appears to now have become a recurring factor in life and work.

Staff have researched the policy language and have found several templates that have been offered by human resource specialty groups, as well as organizations that have adopted policies (see Attachment A for examples). Staff have also consulted with counsel on the applicability of any statutes in Nevada, California or federally, and who may have more templates to share from which to draft a policy.

Among the administrative considerations are legal requirements for providing exemptions to a vaccination for medical or religious reasons and potential work accommodation for any exempted employee, or what positive or negative impact such a policy will have on recruitment or retention.

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

Attachment:
A. Policy Templates

CH/ja AGENDA ITEM: IV.D.

Memo to Employees About [Company]

Mandatory Vaccination Policy

Date:
To:
From:
Subject: Mandatory COVID-19 Vaccination Policy

[Employer] has implemented a mandatory vaccination policy effective [date] requiring COVID-19 vaccination(s) for all employees. In accordance with [Employer's] legal duty to provide and maintain a workplace that is free of known hazards, we are adopting this policy to safeguard the health of our employees and the public we serve. Taking such a safeguard will reduce the known hazards associated with COVID-19.

In making this decision, the [executive leadership team] reviewed recommendations from the Centers for Disease Control and Prevention, the Advisory Committee on Immunization Practices, state health officials, and related information.

All employees must receive the vaccination no later than [date] and present proof of vaccination no later than [date]. Individuals seeking an exemption from this requirement for medical or religious reasons must complete a request for accommodation form (attached to this Memo) and submit the form to [person or department] on or before [date].

[Company Name] will receive paid time off for all the time spent obtaining the vaccination(s).

Please note the following:

1. Do not provide any genetic information with proof of vaccination;
2. Documentation of proof of vaccination may be obtained from the agency who provided the vaccination (i.e., pharmacy, store, state, or medical office). If one shot
3. Sever reaction to COVID-19 vaccination will be covered under [company's Worker's Compensation coverage]
4. Failure to provide required proof of vaccination on or before [date] or request for exemption on or before [date], will result in:

a. termination of employment, and
b. denial of Workers Compensation benefits associated with contracting COVID-19, and any claim related thereto based on NRS 616C.230 and NRS 617.400.

5. Accommodations will be granted where such accommodation(s) do not cause [Company Name] undue hardship or pose a direct threat to the health and safety of others.

Should you have any questions regarding this new policy, please contact [name and contact information].

Acknowledgment

I have read, understand, and will abide by this Mandatory Vaccination Policy.

_____
Employee Name

_____
Signature Date: / /

Supervisor Review:

I have reviewed the Mandatory Vaccination policy with _____, who informed me that he/she understands the purpose, obligations, and has no further questions about the policy.

_____
Supervisor Name:

_____
Supervisor Signature: Date: / /

Vaccination Policy: Mandatory

Purpose

In accordance with [Company Name]'s duty to provide and maintain a workplace that is free of known hazards, we are adopting this policy to safeguard the health of our employees and their families; our customers and visitors; and the community at large from infectious diseases, such as COVID-19 or influenza, that may be reduced by vaccinations. This policy will comply with all applicable laws and is based on guidance from the Centers for Disease Control and Prevention and local health authorities, as applicable.

Scope

All employees are required to receive vaccinations as determined by [*insert relevant department or safety committee*], unless a reasonable accommodation is approved. Employees not in compliance with this policy will be placed on unpaid leave until their employment status is determined by the human resources department.

Procedures

Employees will be notified by the human resources department as to the type of vaccination(s) covered by this policy and the timeframe(s) for having the vaccine(s) administered. [Company Name] will provide either onsite access to the vaccines or a list of locations to assist employees in receiving the vaccine on their own.

[Company Name] will pay for all vaccinations; COVID-19 vaccinations are free, whether an individual has health insurance or not. When not received in-house, vaccinations should be run through your health insurance and be submitted for reimbursement where applicable.

All employees will be paid for time taken to receive vaccinations. For offsite vaccinations, employees are to work with their managers to schedule appropriate time to comply with this policy.

Before the stated deadlines to be vaccinated have expired, employees will be required to provide either proof of vaccination or an approved reasonable accommodation to be exempted from the requirements.

Reasonable Accommodation

Employees in need of an exemption from this policy due to a medical reason, or because of a sincerely held religious belief must submit a completed Request for Accommodation form to the human resources department to begin the interactive accommodation process as soon as possible after vaccination deadlines have been announced. Accommodations will be granted where they do not cause [Company Name] undue hardship or pose a direct threat to the health and safety of others.

Please direct any questions regarding this policy to the human resources department.