

TAHOE TRANSPORTATION DISTRICT (TTD)

FINANCE AND PERSONNEL COMMITTEE

Meeting Agenda

Tahoe Regional Planning Agency
128 Market Street
Stateline, NV 89449

February 1, 2023
2:30 p.m.

The Tahoe Transportation District Finance and Personnel Committee meeting will be physically open to the public at Tahoe Regional Planning Agency, Stateline, NV 89449 and in accordance with California and Nevada law, Committee 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 TTD 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.

Committee members: Lori Bagwell-Chair, Kyle Davis, Alexis Hill

To register for the TTD Finance and Personnel Committee Meeting / TTD Board Meeting go to:
<https://attendee.gotowebinar.com/register/3313213792301887832>

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. 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. CALL TO ORDER AND GENERAL MATTERS

A. Roll Call and Determination of Quorum

B. *For Possible Action:* Approval of Conduct of Meeting via Teleconference Pursuant to California Government Code 54953(e)

Staff recommends, that by motion, the Finance and Personnel Committee determines 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 Finance and Personnel 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).

C. *For Possible Action:* Approval of Agenda for February 1, 2023

D. *For Possible Action:* Approval of Minutes of December 7, 2022

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II. 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.

III. DISCUSSION ITEMS

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A. *For Possible Action:* Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Five Months of Fiscal Year 2023 Through November 30, 2022 (*Board Agenda Item VI.A., Page #14*)

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B. *For Possible Action:* Review and Recommend the TTD Board Authorize Issuance of a Contract Award to Wood Rodgers for the Development of a Maintenance and Administration Facility Master Plan and Authorize the District Manager to Execute a Two-Year Agreement at an Amount Not to Exceed \$349,898 (*Board Agenda Item VII.B., Page #33*)

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IV. PUBLIC INTEREST COMMENTS

V. 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
FINANCE AND PERSONNEL COMMITTEE MEETING MINUTES
December 7, 2022**

Committee Members in Attendance:

Lori Bagwell, Carson City
Kyle Davis, NV Governor Appointee
Alexis Hill, Washoe County (attended remotely)

Committee Members Absent:

Darcie Goodman Collins, SS-TMA (no longer on TTD Board)

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
DeDe Aspero, Tahoe Transportation District
Judi Allen, Tahoe Transportation District

I. CALL TO ORDER AND GENERAL MATTERS

A. Roll Call and Determination of Quorum

The meeting of the Committee was called to order by Ms. Bagwell at 1:30 p.m. at the Tahoe Regional Planning Agency and via GoToWebinar. Roll call was taken and it was determined a quorum was in attendance for the Committee.

B. Approval of Conduct of Meeting via Teleconference Pursuant to California Government Code 54953(e)

Mr. Davis moved to approve conduct of this meeting and public participation by teleconference pursuant to Government Code section 54953(e). Ms. Hill seconded the motion. The motion passed unanimously.

C. Approval of Agenda for December 7, 2022

Motion/second by Mr. Davis/Ms. Hill to approve the Committee agenda for today's meeting. The motion passed unanimously.

D. Approval of Minutes for October 5, 2022

Motion/second by Ms. Hill/Mr. Davis to approve the minutes. The motion passed unanimously.

II. PUBLIC INTEREST COMMENTS

No public interest comments were made.

III. DISCUSSION ITEMS

A. Status Update on Rental Car Mitigation Fees and Transportation Development Act Funding

Ms. Schmitt reviewed this item.

Action Requested: Informational Only

B. Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Quarter of Fiscal Year 2023 Through September 30, 2022

Ms. Schmitt reviewed this item.

Action Requested: For Possible Action

Mr. Davis moved to recommend acceptance of the District's Financial Statement of Operations through September 30, 2022. Ms. Hill seconded the motion. The motion passed unanimously.

C. Review and Recommend Acceptance of the Proposed Fiscal Year 2023 Budget Amendment to Add Tahoe Transportation District's Zero Emissions Bus Fleet Conversion Plan and Funding to the TTD Board

Ms. Schmitt reviewed this item. Mr. Davis noted he didn't see how it made sense to be looking at hydrogen buses when the District already has the structure for battery electric buses. Mr. Hasty noted it would be a high level review as a possibility for longer range vehicles than the battery electric buses.

Action Requested: For Possible Action

Mr. Davis moved to recommend acceptance of the proposed fiscal year 2023 budget amendment to add the District's Zero Emissions Bus Fleet Conversion Plan and funding to the TTD Board. Ms. Hill seconded the motion. The motion passed unanimously.

D. Review and Recommend Approval to Establish a Gold Business Sweep Account with Nevada State Bank

Ms. Schmitt reviewed this item.

Action Requested: For Possible Action

Mr. Davis moved to recommend approval to establish a Gold Business Sweep Account with Nevada State Bank. Ms. Hill seconded the motion. The motion passed unanimously.

E. Recommend Ratification of the Selection of the Employee Health Benefit Program for the Period December 1, 2022 through November 30, 2023

Ms. Aspero reviewed this item. Ms. Bagwell asked why this item wasn't brought to the Board at an earlier meeting and requested, in the future, that it be brought to the Board for approval, not ratification.

Action Requested: For Possible Action

Mr. Davis moved to recommend ratifying the selection of the employee health benefit program for the period December 1, 2022 through November 30, 2023. Ms. Hill seconded the motion. The motion passed unanimously.

F. Recommend Approval to Hire a Full-Time Public Information Officer in Lieu of a Contract for Public Relations Professional Services

Mr. Hasty reviewed this item. Ms. Bagwell requested receiving a six-month report of the PIO's work. Ms. Bagwell asked if agency soft costs were included for consideration. Ms. Schmitt stated costs such as those are included in the budget.

Action Requested: For Possible Action

Mr. Davis moved to recommend approval to hire a full-time Public Information Officer in lieu of a contract for public relations professional services, with staff delivering a six-month report of the PIO's conducted outreach. Ms. Hill seconded the motion. The motion passed unanimously.

G. Recommend the TTD Board to Authorize the District Manager to Execute a Purchase Order with Gillig, LLC Under the Washington State Department of Enterprise Services Cooperative Purchasing Agreement for Transit Buses, Master Contract No 06719, for the Purchase of Up to Four 30 Foot Buses and Associated Modifications and Equipment Not to Exceed \$600,000 Per Unit

Mr. Hasty reviewed this item.

Action Requested: For Possible Action

Mr. Davis moved to recommend the TTD Board authorize the District Manager to execute a purchase order with Gillig, LLC under the Washington State Department of Enterprise Services Cooperative Purchasing agreement for transit buses, Master Contract No 06719, for the purchase of up to four 30-foot buses and associated modifications and equipment not to exceed \$2,400,000. Ms. Hill seconded the motion. The motion passed unanimously.

IV. PUBLIC INTEREST COMMENTS

No public interest comments were made.

V. ADJOURNMENT

The meeting was adjourned at 2:24 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.)



MEMORANDUM

Date: January 26, 2023

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Joanie Schmitt, CFO

Subject: Review and Recommend Acceptance of the District’s Financial Statement of Operations for the First Five Months of Fiscal Year 2023 Through November 30, 2022

Action Requested:

It is requested the Committee recommend acceptance of the Financial Statement of Operations for the first five months of fiscal year 2023 (FY23) ending November 30, 2022 to the TTD Board.

Fiscal Analysis:

Staff has had an on-going concern of 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.

Background:

Staff has completed analyzing financial information for the first five months of FY23, ending November 30, 2022. The presentation of the financial information will highlight October and November activity and continues to detail TTD’s funds: General, Capital Improvement Program (CIP), Transit Operations, and Parking Systems. (See Attachment A.)

Discussion:

General Fund –

Overall, the District ended with a decrease of \$19,470 for October and November activity. The decrease can be summarized as follows:

<u>District Operations Revenues</u>		<u>District Operations Expenses</u>	
Rental Car Mitigation Fees (RCMF)	\$5,990	Personnel	\$56,118
Contributions	\$8,334	Insurance	\$4,637
Administrative Fees	\$7,527	Rent/Utilities	\$9,169
Miscellaneous	\$500	Telephone	\$2,289
Interest	<u>\$166</u>	Professional Services	\$2,758
		Supplies	\$2,640
		Dues & Subscriptions	\$4,263
		Admin Support (ICAP)	(\$64,144)
		Legal	\$689
		Audit Fees	\$22,000

JS/ja

BOARD AGENDA ITEM: VI.A.

FPC AGENDA ITEM: III.A.

		Transfer - Grant Match	\$133
		Other	\$1,435
Total Revenues	\$22,517	Total Expenses	\$41,987

The decrease was expected as Davis Farr, LLP submitted an audit invoice totaling \$22,000, leaving a contract balance of \$8,740 for the FY22 audit.

Staff used the Line of Credit (LOC) with Nevada State Bank for the final installment on the three Proterra Buses and two Overhead Chargers. The LOC incurred \$677,519 over a two-day period in November before it was paid back in full, resulting in the General fund incurring \$338 in interest that will be recorded in January.

RCMF's have increased by \$583 year over year through November. Rental car agencies have been notified of the fee schedule increase from \$5.50 per day to \$5.75 per day, effective January 15, 2023.

Staff reached out to Truckee North Tahoe Transportation Management Association for their invoice for the \$20,000 annual contribution, which TTD received and paid in December.

The net result decreased the General Fund's overall fund balance to \$884,102, which is \$9,759 more than at the start of the fiscal year.

CIP Fund –

October and November activity ended in an increase of \$26, resulting from interest earned on project advances. Below is a brief recap of October and November activity for the CIP Fund.

<u>Funding Source</u>	<u>Expenditures</u>	<u>Grant Balance</u>
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$3,388	\$530,785
Federal Transit Administration		
FTA 5339 (NDOT Planning)	\$0	\$74,281
TDA STA Reserve (Match)	\$0	\$18,570
FTA 5339 (NDOT Bus Purchases)	\$0	\$1,320,000
TDA LTF Reserve (Match)	\$0	\$126,831
TDA STA Reserve (Match)	\$0	\$203,169
FTA 5339 (FY17)	\$53,073	\$120,519
FTA 5339 (FY18)	\$0	\$24,301
FTA 5339 (FY19)	\$4,057	\$244,067
FTA 5339C (FY17)	\$617,937	\$0
TDA LTF Reserve (Phoenix Bus Purchase)	\$0	\$400,000
FTA 5339C (FY18)	\$568,077	\$917,211
TDA LTF Reserve (Charging Equipment)	\$0	\$43,114
FTA 5310 – converted to FTA 5307	\$0	\$0
NDOT		
Recreational Travel Phase II	\$2,533	\$174,585
General Fund Match	\$133	\$9,189
Transportation Alternative Program	\$1,268	\$1,174,938
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	\$23,814	\$1,952,728
NDOT – Incline Mobility Hub Concept Study	\$13,887	\$184,329
TDA LTF Reserve (Match)	\$732	\$9,702
NDOT – Facility Plan	\$3,292	\$675,008

JS/ja

BOARD AGENDA ITEM: VI.A.

FPC AGENDA ITEM: III.A.

Douglas County Match	\$173	\$35,527
NDOT – Central Corridor (Chimney)	\$4,759	\$2,349,992
Tahoe Fund Match	\$229	\$113,627
Highway Infrastructure Program (HIP)		
Caltrans – US 50	\$0	\$470,655
California Office of Emergency Services	\$8,831	\$99,939
CTC Match	\$2,944	\$33,313
Prop 1B		
PTMISEA – Engine Replacements	\$0	\$161
Washoe County		
Bond Sale (TAP Match)	\$67	\$29,933
Bond Sale (Parking)	\$0	\$326,137
Total Expenditures	\$1,309,194	

In October, TTD completed the final installment in the purchase of three Proterra buses, totaling \$472,440 and utilizing an FY17 FTA 5339C grant. The CIP fund transferred the installment to the Transit Operations funds balance sheet “Work In Progress” where it was added to the previous installment payments totaling \$1,791,012 and then moved to the Transit Funds “Capital Assets” where they will be depreciated over a 12-year life. The total purchase price was \$2,263,452 collectively and \$754,484 individually.

TTD purchased two Proterra Overhead Chargers and a Diagnostic Tool for \$609,650, utilizing a FY18 5339C grant for \$568,077 for the purchase and a FY17 5339C grant for the remaining \$41,573. The CIP fund transferred the Chargers and the Diagnostic Tool to the Transit Funds “Capital Assets” and they will be depreciated over five years.

TTD purchased a five-year warranty for the Proterra buses for \$155,100, utilizing a FY17 FTA 5339C grant for \$103,924 and a FY17 FTA 5339 grant for \$51,176. The CIP fund transferred the warranty to the Transit Funds balance sheet and will recognize the warranty expense in monthly installments for the next five years.

Miscellaneous equipment was purchased - a swamp cooler for \$4,057 using a FY19 FTA 5339 grant and a Proterra connector and antenna for \$1,820 using funds from a FY17 FTA 5339 grant. The CIP fund transferred the equipment to the Transit Operations funds Equipment under Five Thousand Dollars expense.

The net October and November activity resulted in increasing CIP’s overall fund balance to \$1,686, which is \$50 more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with an increase of \$952,535 for October and November activity. The increase can be summarized as follows:

<u>Revenue Detail</u>	<u>Operations</u>
FTA	
5307	\$329,572
5311	\$181,515
Transportation Development Act (TDA)	\$408,772
Low Carbon Transit Operations Prgm	\$37,864
Nevada State Parks	\$0
JS/ja	

BOARD AGENDA ITEM: VI.A.

FPC AGENDA ITEM: III.A.

	<u>Operations</u>
Miscellaneous	\$17
Sale of Fixed Asset (Scrap)	\$1,150
Pass Through Revenue	\$6,040
Interest	<u>\$576</u>
Total Revenues	\$965,506

Expense Detail

Personnel	\$602,212
Fuel/Fuel Tax	\$50,939
Insurance	\$43,398
Repairs/Maintenance	\$59,083
Professional Services/Contracts	\$104,418
Facility Rent/Utilities/Phone	\$58,946
Supplies	\$9,746
ICAP	\$62,411
Transfer - Grant Match	\$731
Depreciation	\$222,694
Advertising/Outreach	\$2,689
Equipment under \$5K	\$5,877
Capital Outlay	(\$1,243,067)
Pass Through Expenses	\$6,040
Other Expenses	<u>\$26,854</u>
Total Expenses	\$12,971
Increase/(Decrease)	\$952,535

TTD transferred \$1,243,067 of Capital Assets, Warranties and Equipment from the CIP fund as detailed above.

TTD scrapped two fully depreciated buses and received \$1,150.

TTD had been anticipating the arrival of four Phoenix electric buses in the last quarter of FY23. Our vendor, however, had grown concerned that the manufacturer may go out of business, resulting in not having replacement parts and support for the buses in the future and TTD has chosen to step away from the contract should that report be confirmed. TTD had been awarded a \$400,000 voucher from the Sacramento Emergency Clean Air Transportation Program, which they have been very patient in continuing to provide with the delays in production and delivery prior to this event. TTD is unsure at this time if the voucher will be extended for an additional significant amount of time for a future electric bus purchase.

The net result increased Transit's overall fund balance for the year to \$11,089,134, which is \$1,121,591 more than at the start of the fiscal year.

Parking System (PS) Fund-

The Parking System Fund experienced an increase of \$15,342 for October and November activity. The recap is as follows:

JS/ja

BOARD AGENDA ITEM: VI.A.

FPC AGENDA ITEM: III.A.

<u>Parking Systems Revenues</u>		<u>Parking Systems Expenses</u>	
Parking Meters	\$61,984	Personnel	\$19,887
Parking Events	\$800	Contracts	\$26,630
Parking Non-Compliance	\$11,690	Professional Services	\$1,296
Interest	<u>\$11</u>	Subscriptions, Dues	\$15
		Telephone	\$251
		Admin Fees	\$7,527
		Bank/Credit Card Fees	\$3,435
		Supplies	\$74
		Other	<u>\$28</u>
Total Revenue	\$74,485	Total Expenses	\$59,143

Washoe County invoiced TTD for reimbursement of expenses they had incurred during the quarter ending September 30, 2022 in the amount of \$26,630.

Year-to-date revenues and expenses between Parking Systems Operations and Parking Systems Non-Compliance are provided on the PS Financial Statement.

The net result increased Parking System’s overall fund balance for the year to \$663,712, which is \$196,329 more than at the start of the fiscal year.

Balance Sheet-

The detailed balance sheet as of November 30, 2022 is included in Attachment A.

The capital asset balance, net of depreciation, include \$6,034,803 in Transit funds, \$0 in the Government-wide funds, and \$0 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.

Cash Flows –

Staff has included the cash flows for the governmental funds (General and CIP), along with the enterprise funds (TO and PS) in Attachment B.

Updated Grant Status Report -

Staff has updated the Grant Requests/Awards/Closeouts (Attachment C).

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. November Financial Statement
- B. FY23 Cash Flow through November
- C. Updated Grant Status Report

JS/ja

BOARD AGENDA ITEM: VI.A.

FPC AGENDA ITEM: III.A.

**Tahoe Transportation District
Balance Sheet
As of November 30, 2022**

	TOTAL	General	CIP	Transit	PS	GFA
ASSETS						
Cash & Equivalents	4,413,602	890,566	60,245	2,776,960	685,831	
Accounts Receivable	3,317,194	5,990	95,956	3,210,694	4,555	
Prepays	322,880	15,481		307,202	197	
Inventory	388,940			388,940		
*Capital Assets, Net Depreciation	6,447,693			6,447,693		
TOTAL ASSETS	14,890,309	912,037	156,200	13,131,488	690,583	0
LIABILITIES						
Accounts Payable	286,975	8,668	41,620	209,816	26,871	
Deferred Revenues	1,826,311	19,266	112,894	1,694,151		
Nevada State Bank - LOC						
Insurance Payable	24,146			24,146		
EE Compensated Absences	114,243			114,243		42,409
TOTAL LIABILITIES	2,251,674	27,934	154,514	2,042,355	26,871	42,409
NET POSITION						
Invested in Capital Assets	5,628,928			5,628,928		
Restricted	1,907,107			1,907,107		
Unrestricted	3,728,234	829,343		2,431,508	467,383	(35,754)
Assigned	46,636	45,000	1,636			
SUB TOTAL NET POSITION BALANCES	11,310,905	874,343	1,636	9,967,543	467,383	(35,754)
FY 23 Increase/(Decrease) to Fund Balance	1,327,730	9,759	50	1,121,591	196,329	(6,655)
TOTAL NET POSITION	12,638,634	884,102	1,686	11,089,134	663,712	(42,409)
TOTAL LIABILITIES & NET POSITION	14,890,309	912,037	156,200	13,131,488	690,583	0

* The fixed asset and land balances, net of depreciation, include \$6,034,803 in transit funds, \$0 in the governmental-wide fund account and \$0 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, 2022 through November 30, 2022**

	TOTAL	General	CIP	Transit	PS	GFA
Revenues						
Federal Grants	2,814,073		1,381,695	1,432,378		
State Funding	1,247,730		30,317	1,217,413		
Contributions	21,063	20,834	229			
General Revenues	557	500		57		
Charges for Services	408,401	70,892			337,508	
Special Items	2,971	316	50	2,580	24	
Pass-Through Revenue	31,710			31,710		
TOTAL REVENUES	4,526,505	92,542	1,412,291	2,684,139	337,533	0
Expenses						
Personnel	1,743,150	137,731	40,597	1,501,913	62,909	
Personnel - Compensated Absences	16,792			16,792		6,655
Contracts	89,224		62,594		26,630	
Fuel	133,913			133,913		
Depreciation	293,865			293,865		
Other Operating	860,519	97,967	9,580	701,307	51,664	
ICAP - 10%		(153,447)	3,419	150,027		
Capital Outlay	29,603			29,603		
Interest						
Other Funding Sources		531	1,296,051	(1,296,582)		
Pass-Through Expenses	31,710			31,710		
TOTAL EXPENSES	3,198,776	82,783	1,412,241	1,562,548	141,204	6,655
FY 23 Increase / (Decrease) to Net Position	1,327,730	9,759	50	1,121,591	196,329	(6,655)

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2022 through November 30, 2022**

	General Fund Activity			Actual vs Budget			Program YTD	
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Revenues								
General Revenues								
Miscellaneous		500		500	500		-100.00%	500
Contributions	12,500	4,167	4,167	8,334	20,834	50,000	41.67%	20,834
Total General Revenues	12,500	4,667	4,167	8,834	21,334	50,000	42.67%	21,334
Charges for Services								
Administrative Fees	26,223	5,286	2,241	7,527	33,751	47,500	71.05%	33,751
Rental Car Mitigation Fees	31,152	4,010	1,980	5,990	37,142	100,000	37.14%	37,142
Total Charges for Services	57,375	9,296	4,221	13,517	70,892	147,500	48.06%	70,892
Special Items								
Sale of Fixed Assets								
Interest Revenue	150	83	83	166	316	100	315.79%	316
Total Special Revenues	150	83	83	166	316	100	315.79%	316
TOTAL REVENUES	70,025	14,046	8,471	22,517	92,542	197,600	46.83%	92,542
Expenses								
Operating								
Personnel	81,613	28,766	27,351	56,118	137,731	405,888	33.93%	137,731
Admin Support	(89,303)	(30,661)	(33,483)	(64,144)	(153,447)	(392,269)	39.12%	(153,447)
Repairs & Maintenance						250	0.00%	
Insurance	6,955	2,318	2,318	4,637	11,592	28,280	40.99%	11,592
Facility Rent	11,897	5,085	4,084	9,169	21,067	52,041	40.48%	21,067
Telephone	4,285	1,144	1,144	2,289	6,574	15,310	42.94%	6,574
Supplies	4,039	1,320	1,320	2,640	6,679	19,560	34.15%	6,679
Advertising & Public Relations						1,500	0.00%	
Reproduction & Printing		222		222	222	750	29.55%	222
Postage						500	0.00%	
Dues, Subscriptions & Publications	5,022	720	3,543	4,263	9,285	13,332	69.65%	9,285
License & Permits						500	0.00%	
Professional Services/Contracts	10,274	1,563	1,195	2,758	13,033	47,715	27.31%	13,033
Legal Services	3,803	689		689	4,492	25,000	17.97%	4,492
Auditing Services		22,000		22,000	22,000	35,740	61.56%	22,000
Bank Fee / CC Fees						500	0.00%	
Transit Management - No Shore						20,000	0.00%	
Training	939		219	219	1,158	3,500	33.09%	1,158
Travel		384	68	452	452	5,700	7.93%	452
Events	289				289	1,500	19.27%	289
Miscellaneous Expenses	583	271	271	541	1,124	32,700	3.44%	1,124
Total Operating	40,398	33,822	8,032	41,853	82,251	317,997	25.87%	82,251
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	100.00%	0

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2022 through November 30, 2022**

	General Fund Activity			Actual vs Budget			Program YTD	
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Interest								
Interest Expense						750		
Total Interest Expense	0	0	0	0	0	750	0.00%	0
Other Financing Sources								
Preventive Maint (In)								
Capital Outlay (In) Out								
Transfer (In) Out	398	96	37	133	531	5,297	10.03%	531
Total Other Financing Sources	398	96	37	133	531	5,297	10.03%	531
TOTAL EXPENSES	40,796	33,918	8,069	41,987	82,783	324,044	25.55%	82,783
Increase/(Decrease) to Net Position	29,229	(19,873)	403	(19,470)	9,759	(126,444)	-7.72%	9,759

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2022 through November 30, 2022**

	CIP Fund				Actual vs Budget			Program YTD						
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans Incline, Warrior Way, Upgrade	Hazard Plan	Transit Ops Projects	Program Total
Revenues														
Capital Grant & Contributions														
Surface Transportation Program (STP)	25,107	16,625	31,271	47,896	73,003	1,882,486	3.88%	40,982	10,098	4,369	17,554			73,003
Congestive Mitigation & Air Quality (CMAQ)	2,490	1,742	1,647	3,388	5,878	252,500	2.33%	5,878						5,878
Highway Infrastructure Pgm (HIP)						561,961	0.00%							
Infrastructure - COVID		2,106	(1,717)	389	389		-100.00%			389				389
Office of Emergency Services (CaOES)	16,537	3,798	5,033	8,831	25,368	125,969	20.14%				25,368			25,368
Federal Transportation Administration	50,825	1,243,067	77	1,243,144	1,293,969	3,488,092	37.10%						1,293,969	1,293,969
Transportation Alternative Programs (TAP)		162	1,105	1,268	1,268	362,415	0.35%			1,268				1,268
CA Sustainable Transportaiton Planning Prop 1B	3,441				3,441	25,743	0.00%						3,441	3,441
Washoe County		9	58	67	67	40,467	0.16%			67				67
Douglas County		86	87	173	173	10,084	1.72%				173			173
Contributions	5,512	1,266	1,907	3,173	8,685	39,998	21.71%			229		8,456		8,685
Total Capital Grants & Contributions	103,912	1,268,861	39,468	1,308,329	1,412,241	6,789,715	20.80%	46,860	10,098	6,322	17,727	33,824	1,297,410	1,412,241
Special Items														
Interest Revenue	24	13	13	26	50	0	-100.00%			35	16			50
Total Special Items	24	13	13	26	50	0	-100.00%	0	0	35	16	0	0	50
TOTAL REVENUES	103,936	1,268,874	39,481	1,308,355	1,412,291	6,789,715	20.80%	46,860	10,098	6,357	17,743	33,824	1,297,410	1,412,291
Expenses														
Personnel	20,906	9,313	10,377	19,690	40,597	337,766	12.02%	15,220	9,663	5,747	3,151	6,815		40,597
Contract Services	21,186	14,279	27,129	41,407	62,594	3,249,928	1.93%	29,809			14,397	18,388		62,594
Reproduction & Printing						4,800	0.00%							
Rent Meeting Room						1,000	0.00%							
Supplies						250	0.00%							
License & Permits							100.00%							
Advertising / Outreach						900	0.00%							
Postage			77	77	77		-100.00%						77	77
Utilities							100.00%							
Professional Services	6,284	1,487	1,678	3,164	9,448	55,500	17.02%	248			579	8,621		9,448
Administrative Fees							100.00%							
Training			25	25	25		-100.00%	25						25
Travel - Per Diem						1,000	0.00%							
Travel - Commercial Air							100.00%							
Travel - Auto						3,350	0.00%							
Dues & Subscriptions			30	30	30	265	11.32%	30						30
ICAP - 10%	1,687	823	910	1,732	3,419	26,092	13.11%	1,528	966	575	351			3,419
Total Operating	50,064	25,901	40,225	66,127	116,190	3,680,851	3.16%	46,860	10,629	6,322	18,478	33,824	77	116,190

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2022 through November 30, 2022**

	CIP Fund			Actual vs Budget			Program YTD							
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Bikeway (Parking Lots)	Facility Plans Incline, Warrior Way, Upgrade	Hazard Plan	Transit Ops Projects	Program Total
Capital Outlay														
Equipment over \$5000	30,540	1,237,190		1,237,190	1,267,730	3,819,985	33.19%						1,267,730	1,267,730
Equipment under \$5000	23,725	5,877		5,877	29,603	45,826	64.60%						29,603	29,603
CIP Over \$5000							100.00%							
Reimb Capital Expenses	(54,266)	(1,243,067)		(1,243,067)	(1,297,333)	(3,865,811)	33.56%						(1,297,333)	(1,297,333)
Total Capital Outlay	0	0	0	0	0	0	100.00%	0	0	0	0	0	0	0
Other Financing Sources														
Preventive Maint (In)							100.00%							
Capital Outlay (In) Out	54,266	1,243,067		1,243,067	1,297,333	3,865,811	33.56%						1,297,333	1,297,333
Transfer (In) Out	(417)	(108)	(757)	(865)	(1,282)	(756,947)	0.17%		(531)		(751)		0	(1,282)
Total Other Financing Sources	53,848	1,242,960	(757)	1,242,203	1,296,051	3,108,864	41.69%		(531)		(751)		1,297,333	1,296,051
TOTAL EXPENSES	103,912	1,268,861	39,468	1,308,329	1,412,241	6,789,715	20.80%	46,860	10,098	6,322	17,727	33,824	1,297,410	1,412,241
Increase / (Decrease) to Fund Balance	24	13	13	26	50	0	-100.00%	0	0	35	16	0	0	50

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2022 through November 30, 2022

	TO Fund Activity				Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Revenues								
Grants & Contributions								
FTA 5311	192,336	90,105	91,410	181,515	373,851	1,819,985	20.54%	373,851
FTA 5307	728,955	188,959	140,613	329,572	1,058,527	5,342,978	19.81%	1,058,527
FTA 5310						54,304	0.00%	
TDA - LTF	423,888	141,296	141,296	282,592	706,480	1,668,119	42.35%	706,480
TDA - STA	189,271	63,090	63,090	126,180	315,451	578,865	54.49%	315,451
TDA - SGR						95,343	0.00%	
LCTOP	72,618	17,460	20,404	37,864	110,482	278,372	39.69%	110,482
NV State Parks	85,000				85,000	85,000	100.00%	85,000
Sac Emergency Clean Air						400,000	0.00%	
Hybrid Voucher Incentive Pgm							100.00%	
Contributions						35,000	0.00%	
Total Grants & Contributions	1,692,068	500,910	456,813	957,723	2,649,791	10,357,966	25.58%	2,649,791
Charges for Services								
FareBox Revenue						82,500	0.00%	
Pass Sales							100.00%	
Advertising Revenue							100.00%	
Total Charges for Services	0	0	0	0	0	82,500	0.00%	0
Special Items								
Sale of Fixed Assets	224		1,150	1,150	1,373	2,500	54.93%	1,373
Miscellaneous	41	8	9	17	57		-100.00%	57
Insurance Claim Revenues							-100.00%	
Interest Revenue	631	302	274	576	1,207	675	178.84%	1,207
Total Special Items	895	310	1,433	1,742	2,637	3,175	83.07%	2,637
Pass Through Revenue	25,670		6,040	6,040	31,710		-100.00%	31,710
TOTAL REVENUES	1,718,633	501,220	464,286	965,506	2,684,139	10,443,641	25.70%	2,684,139
Expenses								
Operating								
Personnel	916,493	292,589	309,623	602,212	1,518,705	4,971,842	30.55%	1,518,705
Contract						250,900	0.00%	
Vehicle Fuel	82,974	26,178	24,761	50,939	133,913	490,300	27.31%	133,913
Sales Tax on Fuel	108				108	1,200	9.00%	108
Repair and Maintenance	104,278	21,328	37,755	59,083	163,361	840,238	19.44%	163,361
Insurance	62,426	21,547	21,851	43,398	105,824	346,670	30.53%	105,824
Reproduction & Printing	1,732				1,732	25,000	6.93%	1,732
Facility Rent	45,325	13,327	13,327	26,654	71,979	183,131	39.30%	71,979
Facility Utilities	22,407	12,498	13,259	25,758	48,165	137,665	34.99%	48,165
Telephone	8,741	3,552	2,981	6,534	15,275	35,000	43.64%	15,275

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2022 through November 30, 2022

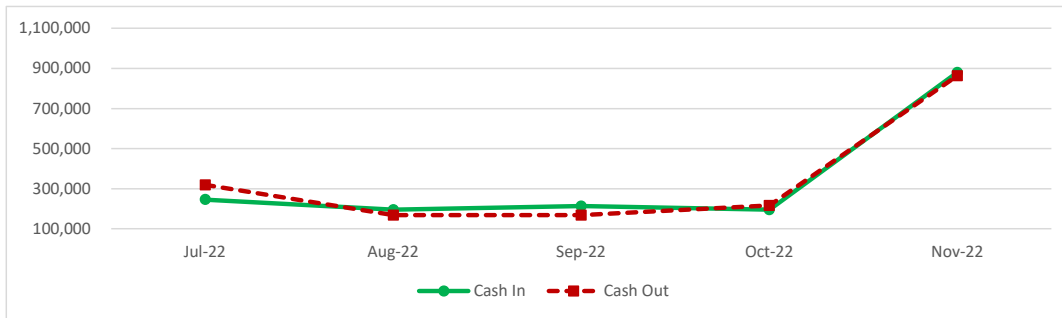
	TO Fund Activity				Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Expenses Continued								
Supplies	16,403	4,432	5,314	9,746	26,150	90,518	28.89%	26,150
Advertising & Public Relations	7,059	1,264	1,425	2,689	9,748	47,525	20.51%	9,748
License & Permits						1,035	0.00%	
Dues, Subscriptions and Publications	2,105	1,481	3,666	5,147	7,252	26,260	27.61%	7,252
Warranty		10,340	2,585	12,925	12,925		-100.00%	12,925
Professional Services	115,510	51,366	53,053	104,418	219,929	627,377	35.06%	219,929
Bank Fees	1,276	404	436	840	2,116	6,000	35.26%	2,116
Training	870	50	2,140	2,190	3,060	25,000	12.24%	3,060
Travel	4,306	1,564	3,964	5,528	9,834	22,000	44.70%	9,804
Reimbursed Travel	638	(638)	627	(11)	627		-100.00%	627
Miscellaneous Expenses	2,990	142	91	233	3,223	105,000	3.07%	3,223
ICAP - 10%	87,616	29,838	32,573	62,411	150,027	366,177	40.97%	150,027
Depreciation Expense	71,171	182,382	40,312	222,694	293,865	900,000	32.65%	293,865
Total Operating	1,554,429	673,644	569,745	1,243,389	2,797,817	9,498,838	29.45%	2,797,787
Capital Outlay								
Equipment under \$5000	23,725	5,877		5,877	29,603	45,826	64.60%	29,603
Disposal of Fixed Assets							100.00%	
Reimbursed Capital Expenses							100.00%	
Total Capital Outlay	23,725	5,877	0	5,877	29,603	45,826	64.60%	29,603
Other Financing Sources								
Capital Outlay (In) Out	(54,266)	(1,243,067)		(1,243,067)	(1,297,333)	(3,865,811)	33.56%	(1,297,333)
Transfer (In) Out	19	11	720	731	751	751,650	0.10%	751
Total Other Financing Sources	(54,246)	(1,243,056)	720	(1,242,336)	(1,296,582)	(3,114,161)	41.64%	(1,296,582)
Pass Through Expenses	25,670		6,040	6,040	31,710		-100.00%	31,710
TOTAL EXPENSES	1,549,578	(563,535)	576,505	12,970	1,562,548	6,430,503	24.30%	1,562,518
Increase / Decrease) to Fund Balance	169,056	1,064,754	(112,219)	952,535	1,121,591	4,013,138	27.95%	1,121,621

Tahoe Transportation District
 Parking Systems Fund
 Statement of Operations
 July 1, 2022 through November 30, 2022

	Parking System Activity				Actual vs Budget			Parking Systems		
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	PS Ops	PS NC	Program YTD
Revenues										
General Revenues										
Contributions							100.00%			
Total General Revenues	0	0	0	0	0	0	100.00%	0	0	0
Charges for Services										
Parking Ops - Meters	243,508	44,641	17,343	61,984	305,492	425,000	71.88%	305,492		305,492
Parking Ops - Events	800	800		800	1,600		-100.00%	1,600		1,600
Parking Non Compliance	18,726	6,620	5,070	11,690	30,416	50,000	60.83%		30,416	30,416
Total Charges for Services	263,034	52,061	22,413	74,474	337,508	475,000	71.05%	307,092	30,416	337,508
Special Items										
Interest Revenue	14	5	5	10	24		-100.00%	24		24
Total Special Revenues	14	5	5	10	24		-100.00%	24		24
TOTAL REVENUES	263,048	52,066	22,418	74,485	337,533	475,000	71.06%	307,116	30,416	337,533
Expenses										
Personnel	43,023	11,703	8,184	19,887	62,909	87,282	72.08%	34,982	27,927	62,909
Contracts		26,630		26,630	26,630	147,687	18.03%	26,630		26,630
Professional Services	3,266	653	643	1,296	4,562	33,700	13.54%	1,698	2,863	4,562
Insurance							100.00%			
Telephone	492	159	92	251	743	1,800	41.28%	371	371	743
Subscriptions, Publications, Dues	20	8	8	15	35	700	4.95%	17	17	35
License & Permits	165				165	150	109.95%	82	82	165
Supplies	130	74		74	204	2,500	8.15%	204		204
Repairs & Maintenance						9,499	0.00%			
Admin Fees	26,223	5,286	2,241	7,527	33,751	47,500	71.05%	30,709	3,042	33,751
Travel - Auto			28	28	28	250	11.32%		28	28
Bank / CC Fees	8,742	1,614	1,821	3,435	12,177	20,000	60.89%	12,177		12,177
Misc Fees						202	0.00%			
Depreciation							100.00%			
TOTAL OPERATING EXPENSES	82,061	46,126	13,016	59,143	141,204	351,270	40.20%	106,872	34,332	141,204
Capital Outlay										
Equipment over \$5000							100.00%			
Equipment under \$5000							100.00%			
Total Capital Outlay	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	100.00%	0	0	0
Total Expenses and Other Funding Sources	82,061	46,126	13,016	59,143	141,204	351,270	40%	106,872	34,332	141,204
Increase /(Decrease) to Fund Balance	180,987	5,940	9,402	15,342	196,329	123,730	158.68%	200,245	(3,916)	196,329

Tahoe Transportation District
 Governmental Funds Cash Flow
 July 1, 2022 through November 30, 2022

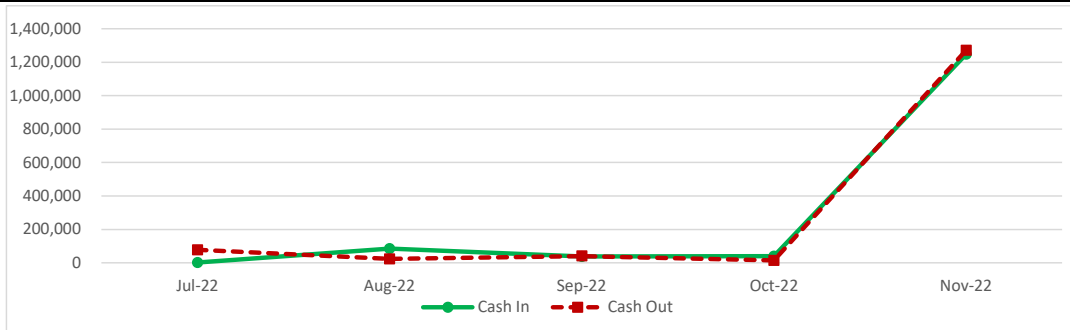
GENERAL FUND



Cash In Source	Total	Transfer from other funds					Contributions	LOC	Misc Receipts
		RCMF	for PR Liab	ICAP	Admin Fees				
Jul-22	245,899	3,135	207,747	24,634	10,372	0		11	
Aug-22	195,388	396	151,168	33,184	10,578	0		62	
Sep-22	213,562	19,096	145,131	31,484	5,274	12,500		78	
Oct-22	195,698	7,310	139,358	30,661	5,286	12,500		583	
Nov-22	880,357	18,585	148,447	33,483	2,241	0	677,519	83	

Cash Out Source	Total	Match To					LOC	Net
		Net Payroll	PR Liabilities	CIP	Vendor Payments			
Jul-22	319,156	23,081	243,094.82	155.93	52,824.30		(73,258)	
Aug-22	167,930	15,203	138,174.59	96.16	14,456.72		27,458	
Sep-22	168,103	15,804	137,867.42	146.05	14,285.55		45,459	
Oct-22	216,820	15,614	189,263.75	96.48	11,846.06		(21,122)	
Nov-22	863,149	14,825	137,796.93	36.86	32,971.38	677,519	17,208	

CIP FUND



Cash In Source	Total	FTA	TRPA			Caltrans - US 50	NDOT - STBG	CalOES	Contrib /Other	Match
			Prop 1B							
Jul-22	1,461	1,304	0	0	0	0	0	2	155	
Aug-22	85,417	50,990	2,880	18,661	12,760	0	0	10	116	
Sep-22	37,538	20,285	0	13,198	0	3,896	0	12	146	
Oct-22	40,458	30,540	1,063	5,772	2,963	0	0	13	108	
Nov-22	1,248,222	1,237,190	0	5,210	2,201	2,851	0	13	757	

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Net
Aug-22	23,417	3,690	2,965	564	16,199	62,000
Sep-22	41,009	4,023	3,085	555	33,346	(3,472)
Oct-22	14,886	5,479	3,834	823	4,750	25,572
Nov-22	1,271,933	6,266	4,111	910	1,260,646	(23,711)

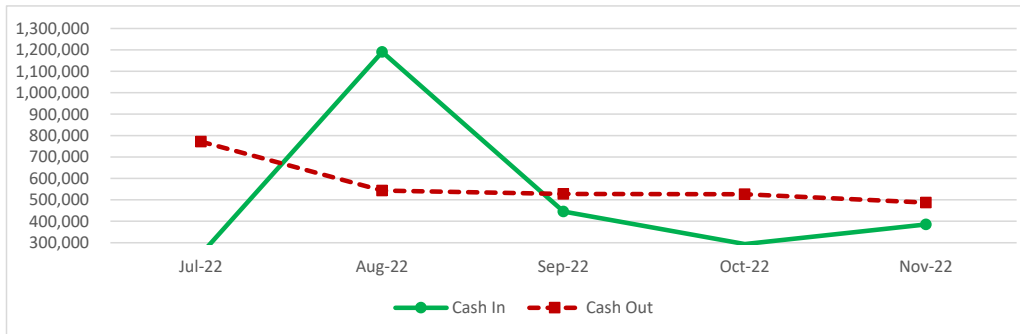
JS/ja

AGENDA ITEM: VI.A.

FPC AGENDA ITEM: III.A.

Tahoe Transportation District
Enterprise Funds Cash Flow
July 1, 2022 through November 30, 2022

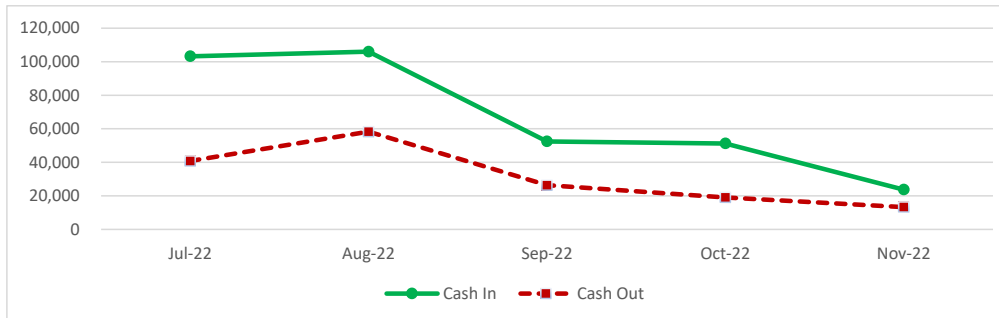
TRANSIT OPERATIONS FUND



Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl		Farebox	Misc	Interest	Sale of Fixed Asset
				SGR	Pass Thru				
Jul-22	246,760	200,749	0	0	10,570	35,000	174	43	224
Aug-22	1,190,365	546,891	364,834	0	0	278,372	0	268	0
Sep-22	445,389	306,053	0	139,017	0	0	0	319	0
Oct-22	293,442	222,925	56,625	0	13,590	0	0	302	
Nov-22	385,242	199,977	56,235	0	42,606	85,000	0	274	1,150

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Match	Net
Jul-22	771,837	272,780	194,889	24,066	280,103	(1)	(525,077)
Aug-22	542,878	175,534	143,562	32,621	191,141	20	647,487
Sep-22	527,498	165,035	136,199	30,929	195,315	20	(82,109)
Oct-22	525,944	158,822	131,267	29,838	206,006	11	(232,502)
Nov-22	487,041	170,668	141,562	32,573	141,517	720	(101,799)

PARKING SYSTEMS FUND



Cash In Source	Total	Parking Meter	Non-Comp	Contri-	Misc	Interest
		Rev	Revenue			
Jul-22	103,220	97,790	5,427	0	0	4
Aug-22	105,978	100,233	5,740	0	0	5
Sep-22	52,457	46,426	6,026	0	0	5
Oct-22	51,256	45,441	5,810	0	0	5
Nov-22	23,715	17,375	6,335	0	0	5

Cash Out Source	Total	Net Payroll	PR Liabilities	Vendor		Net
				Payments	Admin Fees	
Jul-22	40,789	13,069	6,480	10,868	10,372	62,431
Aug-22	58,244	9,348	4,641	33,678	10,578	47,734
Sep-22	26,376	11,182	5,843	4,077	5,274	26,081
Oct-22	19,079	7,684	4,019	2,090	5,286	32,177
Nov-22	13,315	5,461	2,722	2,890	2,241	10,400

JS/ja

AGENDA ITEM: VI.A.

FPC AGENDA ITEM: III.A.

Grant Status Report		February 2023									
Funder	Work Program	Grant Name	Project	\$\$ Requested	Min Match %	Match \$\$	Match From	Submitted	Award Date	Awarded?	Status
FHWA	3.1 - US50	2021 Accelerated Innovation Deployment (AID) Demonstration Program	US50 SSCRCP Wayfinding, Parking & Transit Integration	\$ 1,000,000	25%	\$ 250,000	Toll credits/gas tax	Yes-9/2021	Unknown	Pending	Pending Decision
FTA	4.7 - Transit Operations	Coronavirus Response & Relief Supplemental Appropriations Act (CRRSAA)	5310 ADA Operations	\$ 9,053	0%	\$ -	Transportation Development Credits	Yes	Unknown	Yes	Pending grant agreement
FTA	4.7 - Transit Operations	FY21 - Section 5310	ADA Operations	\$ 63,357	25%	\$ 15,839	Transportation Development Credits	Yes	n/a	Yes	Pending grant agreement
NDOT	5.1 - State & Local Revenue Development	2021 Surface Transportation System Funding Alternatives (STSFA)	Sustainable Regional Revenue System (submitted by NDOT)	\$ 827,000	100%	\$ 827,000	TBD	Yes-11/2021	Apr-22	Pending	Pending Decision
DOT	3.3 - NV Stateline to Stateline Bikeway	Multimodal Project Discretionary Grant Opportunity (MPDG)-Rural Surface Transportation Program	Lake Tahoe State Route 28 Corridor Safety Improvements, Shared-Use Path, and Environmental Improvements Project	\$ 74,130,760	20%	\$ 19,464,240	Various	Yes-5/2022	Fall 2022	No	Not Awarded
FHWA	3.18.5 - Communication & Technology Infrastructure	SMART - Strengthening Mobility & Revolutioning Transportation Program	Intelligent Sensor Integration on Rural Multi-Modal System with an Urban Recreation Travel Demand, Lake Tahoe Basin, NV and CA	\$ 1,489,000	0%	\$ -	N/A	Yes-11/2022	Unknown	Pending	Pending Decision
FED	3.11 - Maintenance and Admin Facility	Congressionally Directed Spending	Maintenance & Admin Facility	\$ 2,000,000	5%	\$ 105,263	STBG		Dec-22	Yes	
TMPO	3.11 - Maintenance and Admin Facility	2023 Regional Grant Program	Maintenance & Admin Facility Design Phase	\$ 2,375,000	5%	\$ 125,000	TDA	Yes-12/2022	Unknown	Pending	Pending Decision
TMPO	3.1 - SSCRCP	2023 Regional Grant Program	US-50 - Revised Design Phase	\$ 9,471,014	5% (NV) & 11.47% (CA)	\$ 461,656	Various	Yes-12/2022	Unknown	Pending	Submitted additional details 01/2023
TMPO	4.7 - Transit Operations	2023 Regional Grant Program	Free to User Transit Program	\$ 1,000,000	11.47%	\$ 129,561	Transportation Development Credits	Yes-12/2022	Unknown	Pending	Pending Decision

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AGENDA ITEM: VI.A.



MEMORANDUM

Date: January 26, 2023

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Danielle Hughes, Capital Program Manager

Subject: Review and Recommend the TTD Board Authorize Issuance of a Contract Award to Wood Rodgers for the Development of a Maintenance and Administration Facility Master Plan and Authorize the District Manager to Execute a Two-Year Agreement at an Amount Not to Exceed \$349,898

Action Requested:

It is requested the Committee review and recommend the TTD Board authorize issuance of a contract award to Wood Rodgers for the development of a Maintenance and Administration Facility Master Plan and authorize the District Manager to execute a two-year agreement at an amount not to exceed \$349,898 at their February 1, 2023 meeting.

Fiscal Analysis:

All expenditures associated with this item for the fiscal year are in the approved FY23 budget. TTD currently has \$704,000 of Surface Transportation Block Grant and Douglas County Air Quality Mitigation funds allocated to the project and was recently awarded a \$2,000,000 earmark to support environmental analysis and partial design once the Master Plan is completed. Environmental and design would be completed under a separate Professional Services contract to be brought forward to the Board in FY24.

Work Program Impact:

All work associated with this effort is captured under respective elements of the approved FY23 Work Program and will be included in the FY24 work program, with corresponding allotted staff time. This project aligns with Strategic Goal SG-3 – Increase the connectivity and reliability of a regional multi-modal transit system around the Basin.

Background:

TTD was awarded STBG funding from the Tahoe Metropolitan Planning Organization (TMPO) and the Douglas County Board of Commissioners approved Air Quality Mitigation funds to support TTD's Master Planning of a new maintenance and administration facility and potential co-location of parking and Douglas Fire maintenance bays on June 17, 2021.

A Request for Proposals (RFP) for professional consulting services to develop a Master Plan and site assessment was released on October 14, 2022. Staff notified 14 separate consulting firms of the release and listed it on the Nevada APA website. Staff also held a web-based, pre-application meeting to answer questions of potential bidders. Staff received one proposal and

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BOARD AGENDA ITEM: VIII.B.

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reached out to other firms to understand why they chose not to submit and spoke to one who ran into time constraints to complete their proposal. Proposals were due December 16, 2022, two months after the release.

Discussion:

The selection committee consisting of TTD’s Capital Program Manager, Transit Program Manager, and the Fleet and Facilities Manager evaluated the elements of the proposal and qualifications of the team. The Wood Rodgers team is comprised of multiple consultants skilled in Tahoe land use, engineering, cost development, and transit planning that will serve TTD well. Staff negotiated a refined scope of work and budget that will facilitate an informed decision to bring a project forward for environmental review that can serve the needs of the region, TTD transit and administration staff, and the Board.

The Program Implementation Committee recommended approval of the award at their January 23, 2023 meeting.

Staff recommends the committee recommend award of the contract with Wood Rodgers Inc. to the TTD Board of Directors.

Additional Information:

If you have any questions or comments regarding this item, please contact Danielle Hughes at (775) 557-4901 or dhughes@tahoetransportation.org.

Attachments:

- A. Wood Rodgers Proposal
- B. Draft Agreement

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BOARD AGENDA ITEM: VIII.B.

FPC AGENDA ITEM: III.B.



Revised Scope of Work for
Bus Operations, Maintenance & Administration Facility Master Plan

ACTION STEPS

THE WOOD RODGERS APPROACH



One Team, Infinite Solutions



Planning with implementation in mind



The process simplified

- Gather input and data/listen to stakeholders (Task 2 & 3)
- Analyze existing facility conditions and transit operations (Task 2 & 3)
- Space programming/planning for the future/Internal design charrette (Task 2)
- Explore site alternatives/stakeholder coordination (Task 2 & 5)
- Develop and analyze concept facility and operations plans/cost benefit/fatal flaws (Task 4)
- Stakeholder design charrette/community input (Task 4 & 5)
- Refine the recommendation/develop the implementation and phasing plan (Task 4)
- Draft the Facility Master Plan, facility renderings and illustrative site plan (Task 4)

Solution Oriented

Task 1: Project Management and Coordination The purpose of this task is to manage the project schedule and budget and engage biweekly with TTD's PM to ensure overall project success. In addition to ongoing coordination with the TTD PM, we propose a monthly meeting with the TTD PM and internal TAC, or as needed based on direction by the TTD PM. The TAC will be focused on key elements of the facility planning, helping overcome challenges, project prioritization, and setting the framework for future implementation and design. Wood Rodgers will provide

all appropriate meeting materials, agendas, sign in-sheets, as well as a summary of each meeting held.

The Wood Rodgers PM will develop a work plan and progress report around the scope of services provided in this proposal and will work closely with the TTD PM to adjust timelines and action steps as necessary to ensure the Facility Master Plan can be delivered efficiently to meet the goals and objectives created by TTD and the partner agencies.

Task 1 Deliverables

- Progress Reports
- Project Schedule
- Meeting Agendas/Minutes including Action Items

Task 2: Phase 1 - Operations Analysis

2.1 Existing Studies and other Relevant Projects

The Wood Rodgers/HDR Team will review all applicable documents, regulations, operational and management plans, and other applicable materials identified by TTD, as well as current and future projects and planning processes that could influence the Facility Master Plan. These include but are not limited to:

- TTD Short Range Transit Plan
- FTA-mandated Transit Asset Management Plan
- 2017 Linking Tahoe Transit Master Plan
- US 50 East Shore Corridor Management Plan
- Incline Mobility Hub Project
- US 50 South Shore Community Revitalization Project
- SR 89 Corridor Management Plan
- SR 28 Corridor Management Plan and more recent design efforts including parking areas
- Linking Tahoe Regional Transportation Plan (RTP)
- Tahoe Regional Planning Agency Regional Plan
- Work with TTD staff on identifying elements from example facilities they have used for visioning as well as our Team's own experience with similar facilities
- FTA regulations
- State of Nevada and California regulations (various agencies/divisions plans, policies, regulations)
- USFS Lake Tahoe Basin Management Unit plans and regulations
- Environmental and Land Use regulations – TRPA, Lahonton Regional Water Quality Control Board, others as necessary



Revised Scope of Work for
**Bus Operations, Maintenance &
 Administration Facility Master Plan**

- City of South Lake Tahoe, El Dorado County, Douglas County, Carson City, Washoe County regulations as necessary.

2.2 Facility & Operational Analysis

Your Needs – Now and Into the Future: Space Needs Programming | The objective of this task will be to evaluate your existing facilities (both transit and administrative) and make recommendations and evaluations on the efficiency and effectiveness of the operations, facilities, and provide projections for the future needs. We will also review and incorporate TTD's short range transit plan (SRTP) and Transit Master Plan to gain insights on aims, goals, and TTD's overall direction.

To achieve this understanding of your operational goals and facility functionality, our team will meet face-to-face with your stakeholders to review all aspects of your operations and get first-hand knowledge of user needs, wants, and requirements. During this effort, our team will gain an important first-hand understanding of the current facilities and operations, and the issues that impact efficiency and productivity. We will then incorporate ideas and innovative strategies from similar facilities to develop the program requirements for your facility. This information will provide the team and your staff with a consensus of direction and include a detailed assessment of TTD's administrative requirements.

Kickoff/Visioning Session | In this introductory session, our Team will work with the TTD TAC and staff to develop a common understanding of issues, opportunities, and challenges for your project. We will also discuss options for sustainability strategies, working towards a facility that is not only highly sustainable, but results in cost and energy savings for your organization(s). We will also discuss current or planned technologies (such currently utilized or planned electric buses) and potential innovative building system technologies, working to "future proof" your facilities. As part of this, our zero emissions specialists will introduce and discuss the goal of identifying facility spatial requirements based upon a potential fleet transition to zero emissions.

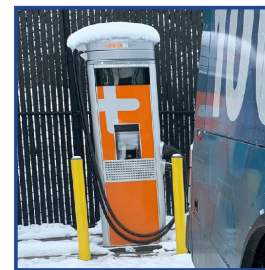
Operational Analysis | The 2017 Tahoe Transit Master Plan outlines a significant role for public transit in the Tahoe Basin. It is an aspirational plan aimed at

transforming how people move around the region. In 2014, the estimated transit mode split was 1.4 percent of the estimated 79.6 million annual person trips in the Tahoe Basin. The master plan identified a series of transit mode split targets that begin with a 5 percent base case to a transformational 20 percent mode split goal.

The master plan was about transformational change; however, transit use nationwide was hit hard by the COVID-19 pandemic. The Tahoe Transportation District (TTD) was not spared from a precipitous drop in transit riders. The National Transit Database shows annual TTD boardings decreased 70 percent between 2017 and 2021. Over the same period, TTD vehicle revenue miles dipped 35 percent with pandemic service reductions.

Where possible, the transit operations analysis will pivot from information already prepared for the TTD SRTP and the master plan. The operations analysis will include a community profile that updates the socioeconomic characteristics and points out any areas of persistent poverty or historically disadvantaged communities including transit dependent populations. This is important as many seasonal workers use TTD to commute to resort jobs.

As part of the operations analysis, we will map summer and winter transit demand based on route- and stop-level boardings. In addition to ridership, the analysis will include operating costs, fare revenues, and performance by season, zero emissions considerations, as well as a deadhead analysis. We will also review transit market demand including demographic projections for the Tahoe Basin. This will include a discussion of projected visitor demand in the context of regional efforts such as the State Route 28 parking management plan.



The operational analysis will assume a temporary facility outside of the basin will be utilized until the permanent location at the Douglas County site is completed.



Revised Scope of Work for
**Bus Operations, Maintenance &
 Administration Facility Master Plan**

Stakeholder outreach will identify priorities for service plan alternatives. We will develop longer term service plan alternatives that address TTD's goal to expand service to improve the Tahoe Basin transit mode split. **These service plan alternatives will each include operating and capital cost requirements that include facility needs to inform the facilities master plan.**

User Questionnaires | Our Team will develop a programming questionnaire specific to TTD operations. These questionnaires will be distributed via our online platform to select individuals identified by the TTD PM and TAC. These individuals will provide valuable input on administrative, bus maintenance and service, and functional needs. These questionnaires also act as a warmup for in-person sessions, prompting ideas to flow for these users before we meet. These questionnaires will be customized to obtain valuable input both on current operational and functional aspects of the organization and facility, but also needs and wants.

Facility Space Needs Program Development | Our team will review and analyze the information gathered from questionnaires, meetings, and on-site observations and interviews. Our team will then develop a detailed Space Needs Program that considers current and projected growth and technology for all required maintenance, operations, and administrative functions to be included in the facility. This effort will include development of staffing projections and industry standards to recognize and understand the facility capacity constraints. The Space Needs Program will be graphically tested and adjusted as required.

Zero Emissions Considerations | To understand your operating needs, both existing and into the future, our zero emissions specialist will discuss with you and the project team plans for zero emission bus incorporation, including known bus transitions numbers and fueling type, and support vehicle needs (with the understanding that TTD will be developing a full Zero Emissions Transition plan in the future).

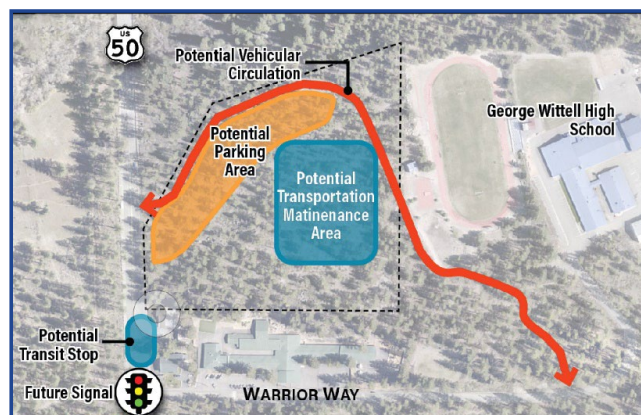
Design Charrette #1 | To finalize the future space needs program our Team will hold a Design Charrette process with the TTD TAC and key staff members to ensure the space needs program and operational analysis meets the vision and goals for TTD prior to moving into the Land Use and Site Analysis. This will also include

information gathered in Task 3. The Design Charrette would be a half-day workshop.

2.3 Land Use and Site Analysis

Site Planning | Based on the Facility Space Needs Program and Operational Analysis in task 2.2, and Existing Facility Analysis in task 3 our team will work with TTD, TAC, and PDT to identify potential development opportunities and constraints at the Douglas County site. Opportunities and constraints may include surrounding land use, physical constraints, access, and regulatory/permitting challenges among others. This task will be critical to successful implementation in the future. Bubble diagrams and tables will be utilized to identify potential development outcomes. The goal is to determine total buildable area and potential alternative configurations such as single story versus multi-story as well as potential off-site improvements that may be necessary.

Environmental Screening | Ascent Environmental will prepare a memorandum that summarizes major environmental constraints for the proposed Douglas County site based upon a desktop review and readily available information. The memo will identify suggested near-term studies that could support public outreach and inform the environmental review and provide recommendations for the appropriate environmental documentation for purposes of compliance with NEPA and TRPA regulations.



TTD Future Facility - Douglas County Site



Revised Scope of Work for
**Bus Operations, Maintenance &
 Administration Facility Master Plan**

Task 2 Deliverables

- Operations Analysis Memo
 - Develop goals, policies, vision, and regulatory framework overview
 - Develop project parameters
 - Summary of staff interviews and online user questionnaire
 - Comprehensive analysis of current and future operations
 - Projections of future service based on planning docs, trends, vision, and regulatory changes
 - Outline of facilities needed to support future operations (Space Needs Programming)
- Land Use and Site analysis Memo
 - Summary of general site requirements based on Space Programming, future needs analysis, and project parameters.
 - Mapping and table of existing site constraints
 - Summarize initial review of major environmental constraints, identify suggested near-term studies, and provide recommendations for environmental documentation.

- Reviewing all equipment requirements.
- Reviewing requirements for storeroom and material storage areas.
- Examining & discussing with TTD staff support facilities requirements including: conference rooms, specialty offices, restrooms, lunchrooms, and locker areas, training rooms, and simulator rooms.
- Reviewing building and yard storage requirements for equipment, parts, and materials.
- Reviewing requirements for vehicle storage, parking, fare-retrieval, fueling, washing, and cleaning.
- Reviewing site and building safety and security requirements.
- Reviewing existing site infrastructure, and off-site improvements that may be necessary.
- Evaluating existing equipment in the facility shops and yards to assess condition and usability.
- Other specific items as requested by TTD.
- Conducting wrap-up meeting outlining schedule and presenting the findings from the interview sessions.

Task 3: Phase 2 – Existing Facility Assessment

Our Team will engage directly with TTD, the TAC as well as the TTD facility users to further our understandings of existing building systems and operations, confirm design direction, maintenance, and sustainability issues. Documentation will be reviewed and evaluated for integration into future planning considerations as part of Task 3. Challenges of the existing facility will be documented.

Data Collection | Key elements from our data collections activities include:

- Touring & assessing TTD's existing facilities and site in order to gain an understanding of current operating philosophies and conditions.
- Reviewing existing and projected fleet size.
- Reviewing requirements for vehicle repair bays and associated shops.
- Reviewing the number of specialty bays, such as welding, body bays/shop, painting, air conditioning, electronics/fare box repair.



Task 3 Deliverables

- Existing Facility Data Collection Memo

Task 4: Phase 3 – Facility Master Plan and Phasing Recommendations

4.1 Future Facility and Site Assessment

Based on the findings from Tasks 2 and 3, as well as parameters established by TTD, the TAC, and PDT our Team will complete 2-3 site plan alternatives. This will include a level of detail to depict how the site would function to meet future needs, concept building footprints, site access and circulation, utility needs and what infrastructure to support new technology is

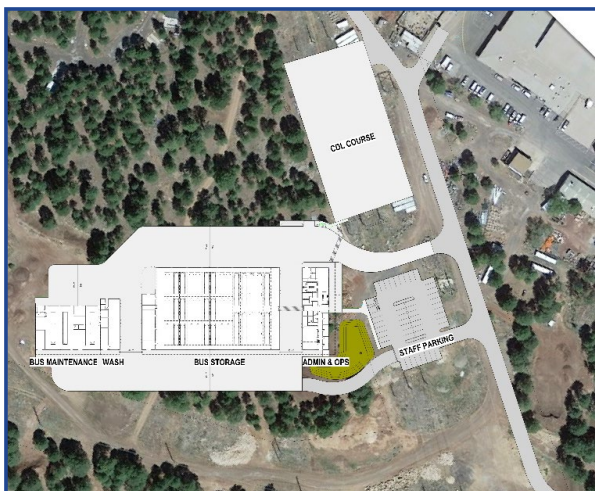


Revised Scope of Work for
**Bus Operations, Maintenance &
 Administration Facility Master Plan**

needed, as well as high-level planning costs associated with each. In addition to the site concepts, a summary will be provided for each site describing how constraints can be mitigated and what assumptions are critical to future site development. The Operations Analysis in task 2.2 will also be reviewed with updates reflected such as the deadhead analysis and change in operating costs, etc. Tools such as a cost benefit analysis will be deployed to assist with decision making.

Design Charrette #2 | Our team is convinced that the best results for the master plan will be achieved with a collaborative design effort with the TTD TAC and key stakeholders such as Douglas County and Tahoe Douglas Fire Protection District who may share the facility. We propose to conduct a workshop to present and evaluate master plan concepts through our unique “On-Site Charrette Design Session,” to actively study and plan the project together.

This engaging charrette process is an excellent vehicle to bring together the consultant members, key staff, and partner agencies in one location to brainstorm ideas based on the concepts to help flush out the final recommendation. Because everything is put out for scrutiny, the participants really are players in doing the work, and they become advocates for the product. The “buy-in” occurs naturally because the participant sees their concerns picked up and solved instantly in a new set of alternatives or in a modification of an old one. For this task, we propose to do a one-day on-site session.



Specific goals to be accomplished in this session include:

- Analyze constraints that cannot be overcome to help lead to a preferred recommended concept.
- Identify potential alternative site configurations to best fit the needs of phased construction for immediate and future needs
- Implement anticipated operations and service efficiencies realized during the programming phase
- Provide a concept that can be expanded and implemented as the Department grows and funding becomes available
- Embrace sustainable design opportunities to be incorporated into the concept
- If there is no obvious best solution, a methodology of screening criteria can be developed to rank the various concepts and determine the optimum site master plan.

Following the design charrette, our team will document phasing, costs, sustainable issues, and the master planning process in the written report to support the illustrated site master plan concept. Based upon this information, our zero emissions specialists will perform a high-level fleet energy analysis to conceptually determine energy demands and supporting potential infrastructure. Once these configurations are vetted, we will forecast capital costs and spatial requirements for critical requirements for these buses, including parking needs and charging station requirements.

Implementation Plan | Based on the Future Facility Site Assessment and the Design Charrette process, our Team will develop the final recommended illustrative site plan and schematic building design along with one to two building renderings to depict the vision of the Facility Master Plan. An implementation plan identifying appropriate phasing and the high-level budgetary cost of the new facility development will also be provided. A funding plan will be developed based on the proposed phasing.

4.2 Draft and Final Facility Master Plan

Admin Draft | Our Team will incorporate all the info collected in previous tasks to assemble a Facility Master Plan that is more graphical, depicts the vision and tells the story for future implementation. Previous memo will be included as a volume 2 for reference. The Admin



Revised Scope of Work for Bus Operations, Maintenance & Administration Facility Master Plan

Draft will be presented to the TTD PM and TAC for review and comment.

Public Draft | Our Team will incorporate comments from the Admin Draft to create a Public Draft that will be presented to the PDT and necessary Boards for review. Our Team will create a PowerPoint presentation for use at a PDT meeting and Board meeting presentations.

Final Draft | Our Team will incorporate all the comments from the Public Draft and create a Final Draft for adoption by the TTD Board, and others as necessary.

Task 4 Deliverables

- Future Facility Site Assessment Memo
 - 2-3 site plan alternatives
 - Summary of analysis and design charrette
 - Proposed implementation plan including final concept site plan and 1-2 building renderings
- Facility Master Plan
 - Admin Draft Facility Master Plan
 - Public Draft Facility Master Plan
 - Final Facility Master Plan

come later in the process during the environmental phase, which is not part of this current scope of work.

PDT and Stakeholder Outreach | Working with TTD, our Team will establish a list of the Project Development Team (PDT) members and key stakeholders. Our Team will then facilitate future meetings of the PDT. The goal of the PDT is to ensure that affected and interested agencies are given the opportunity to participate in the development of the Facility Master Plan. The PDT may include representatives from TTD, TRPA, Douglas County, Douglas County School District, Tahoe Douglas Fire Protection District, Washoe County, Carson City, USFS-LTBMU, Nevada Division of State Lands, Nevada Division of State Parks, City of South Lake Tahoe, El Dorado County, FTA and others that may be identified in the process. It is assumed the PDT would meet up to Two (2) times, at the beginning during the visioning process, and during the draft Facility Master Plan review. Wood Rodgers will prepare meeting materials, presentations, agendas, schedule the meetings, facilitate the meetings, and prepare minutes after the meetings.

Outside of the more formal PDT, we also anticipate several meetings with other potentially impacted stakeholders. These could include community groups, other affected local agencies, or other interested parties. This outreach may include presentations to other agency boards as deemed necessary for approval of the Facility Master Plan. KME, Inc. will assist with agency coordination and outreach to help the Team successfully collaborate with the various agencies.

Task 5 Deliverables

- Stakeholder Summary Report



Task 5: Stakeholder and Public Outreach

Our Team understands there has been a significant amount of public outreach for other planning processes, which will be used to inform this plan as well. Our intent is to focus on stakeholder outreach to ensure key stakeholders such as Douglas County, Douglas County School District, and the Tahoe Douglas Fire Protection District are part of the facility planning process. A Project Development Team will also be developed to ensure a more robust planning process. Public Outreach will



**AGREEMENT FOR SERVICES
BETWEEN
TAHOE TRANSPORTATION DISTRICT
AND
WOOD RODGERS**

This Agreement for Services (“Agreement”) is entered into as of this ____ day of _____, 2023 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and _____, a _____ (“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 District 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 through November 24, 2024. TTD reserves the right, at its sole discretion, to extend the contract term for _____ extension.

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 Three-hundred, forty-nine thousand, eight-hundred, ninety-eight dollars (\$349,898), 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), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, 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

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AGENDA ITEM: VII.B.

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.

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AGENDA ITEM: VII.B.

FPC AGENDA ITEM: III.B.

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.

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(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

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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 District 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 District Manager, except as may be required by law.

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(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District 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,

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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

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form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Manager. Contractor agrees to provide District with copies of required policies upon request.

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 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

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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 telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Tahoe Transportation District
Attn: Danielle Hughes
PO Box 499
Zephyr Cove, NV 89448

To Contractor: _____

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Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

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 District Manager or his or her designated representative. The District 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 District Manager's contracting authority under District's ordinances, rules and regulations.

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 District 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 District 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.

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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

TAHOE TRANSPORTATION DISTRICT

Carl Hasty
District Manager

ATTEST:

Judi Allen
Clerk of the Board

By: _____

By: _____

Its: _____

Its: _____

**EXHIBIT "A"
SCOPE OF SERVICES**

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**EXHIBIT "B"
COMPENSATION**

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AGENDA ITEM: VII.B.

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:

Only the following “marked” requirements are applicable:

X **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and District against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the District.

X **Workers' Compensation Insurance:** Workers' Compensation insurance as required by the State of California and/or Nevada and a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the District from such claim.

X **Professional Liability Insurance:** Professional liability insurance appropriate to the Contractor's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this

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Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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 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.

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AGENDA ITEM: VII.B.

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. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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 and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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

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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.

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FPC AGENDA ITEM: III.B.

- 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.

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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

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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

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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. Suspension and Debarment

- 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.