

TAHOE TRANSPORTATION DISTRICT (TTD)

Notice of Agenda and Agenda

Tahoe Regional Planning Agency
128 Market Street
Stateline, NV 89449

August 2, 2023
3:00 p.m.

The Tahoe Transportation District Board meeting will be physically open to the public at Tahoe Regional Planning Agency, Stateline, NV 89449 and in accordance with California and Nevada law, Board members may be teleconferencing into the meeting via GoToWebinar. This meeting will be held in accordance with requirements under Government Code section 54953(f).

To register for the TTD Finance and Personnel Committee Meeting / TTD Board Meeting go to:
<https://attendee.gotowebinar.com/register/1462308016758945882>

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

The following locations will also be available for participation by teleconference:

California Department of Transportation
703 B Street
Marysville, CA 95901

229 W Loop 121
Belton, Texas 76513

Members of the public may observe the meeting and submit comments in person at the above location or via GoToWebinar. 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 Board may combine two or more items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. CALL TO ORDER AND GENERAL MATTERS

- A. Roll Call and Determination of Quorum of TTD/TTC
- B. *For Possible Action:* Approval of Agenda for August 2, 2023
- C. *For Possible Action:* Approval of Board Minutes of June 7, 2023

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II. PUBLIC INTEREST COMMENTS

At this time, members of the public shall have the opportunity to directly address the Board. All comments are to be limited to no more than three minutes per person for matters not

listed on this agenda. The Board is prohibited by law from taking immediate action on or discussing issues raised by the public that are not listed on this agenda. In addition, members of the public shall have the opportunity to directly address the Board after each item on which action may be taken is discussed by the public body, but before the public body takes action on the item.

III. FOR INFORMATION: INCLINE VILLAGE MOBILITY COMMITTEE MINUTES OF MAY 22, 2023 AND REPORT FROM JULY 31, 2023 MEETING Page 7

IV. FOR INFORMATION: BUDGET FINANCE AND PERSONNEL COMMITTEE REPORT FOR AUGUST 2 MEETING

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VIII. BOARD MEMBER REQUESTS AND COMMENTS

IX. PUBLIC INTEREST COMMENTS

X. 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
BOARD MEETING MINUTES
June 7, 2023**

TTD Board Members in Attendance:

Alexis Hill, Washoe County, Chair
Lori Bagwell, Carson City
Cody Bass, City of South Lake Tahoe
Brian Bigley, Member at Large, Vice-Chair
Andy Chapman, TNT-TMA
Kyle Davis, Nevada Governor Appointee (attended remotely)
Jessica Diss, Tahoe Regional Planning Agency Appointee
Cindy Gustafson, Placer County (attended remotely)
Sharla Hales, Douglas County
Brooke Laine, El Dorado County
Raymond Suarez, SS-TMA
Alex Fong, Caltrans (attended remotely)
Sondra Rosenberg, NDOT

TTD Board Members Absent:

California Governor Appointee

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
Tara Frank, Tahoe Transportation District
Nick Haven, Tahoe Regional Planning Agency
Judi Allen, Tahoe Transportation District
Sergio Rudin, Legal Counsel

I. TAHOE TRANSPORTATION DISTRICT CALL TO ORDER AND ROLL

A. Roll Call and Determination of Quorum

The meeting of the Tahoe Transportation District was called to order by Chair Hill at 3:05 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 TTD.

B. Approval of TTD Agenda of June 7, 2023

Motion/second by Ms. Bagwell/Mr. Bigley to approve the TTD agenda for today's meeting. The motion passed unanimously.

Mr. Bass arrived at 3:07 p.m.

C. Approval of TTD/TTC Meeting Minutes for April 5, 2023

Motion/Second by Mr. Chapman/Ms. Bagwell to approve the minutes. The motion passed, with Mr. Davis and Ms. Hales abstaining.

II. PUBLIC INTEREST COMMENTS

Carole Black reviewed her submitted written comments.

Ms. Hill reminded the Board of the Board norms, ground rules, and code of conduct policy.

III. INCLINE VILLAGE MOBILITY COMMITTEE MINUTES OF FEBRUARY 27, 2023 AND APRIL 24, 2023 AND REPORT FROM MAY 22, 2023 MEETING

Ms. Hill reported there was a good dialogue at the meeting regarding alternative sites.

IV. BUDGET FINANCE AND PERSONNEL COMMITTEE REPORT FOR JUNE 7 MEETING

Ms. Bagwell reported the committee reviewed the items and recommended approval of all items.

Ms. Laine arrived at 3:18 p.m.

V. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

- A. Review and Acceptance of the District's Financial Statement of Operations for the First Three Quarters of Fiscal Year 2023 Through March 31, 2023
- B. Authorize the Renewal of the District's Line of Credit with Nevada State Bank for One Million Dollars for Purposes of Cash Flow Management for District Operations

Ms. Bagwell moved to approve the consent calendar. Ms. Laine seconded the motion. The motion passed unanimously.

VI. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

- A. Approval of Salary Table Changes for Non-Represented Staff and Salary Adjustments for Represented Staff Effective July 1, 2023

Ms. Schmitt reviewed this item. Mr. Suarez stated with the additional funding being received he supports the Deputy position.

Action Requested: For Possible Action

Ms. Bagwell moved to approve the salary table changes for non-represented staff, with the correction of the position in line 55 moved to line 54 and including the Deputy Director position, and the salary adjustments for represented staff as of July 1, 2023. Ms. Laine seconded the motion. The motion passed unanimously.

- B. Review, Discussion, and Approval of the Fiscal Year 2024 Proposed Budget and Work Program

Mr. Hasty and Ms. Schmitt reviewed this item. Ms. Laine asked how the new Nevada contribution would be programmed. Ms. Schmitt responded it would be put to the reserve for the time being. Mr. Davis stated he voted against recommending the budget in the Finance Committee because he doesn't feel he has enough information without comparisons to prior year.

Action Requested: For Possible Action

Ms. Bagwell moved to approve the fiscal year 2024 proposed budget and work program, with the addition of the approved state funds. Mr. Suarez seconded the motion. The motion passed unanimously.

- C. Presentation and Discussion on the Short-Range Transit Plan Update
Mr. Hasty and Ms. Frank reviewed this item. Ms. Laine stated she is worried about how many meetings are planned and how long will it take. Mr. Bass stated the City's ad hoc transportation committee just met and they are looking at a private operator's perspective of transit. Mr. Suarez commented there is another nuance- the optimization of reach and frequency. Mr. Chapman stated that he is supportive of TTD moving out of the operations work and to work on closing the regional transit gaps. Ms. Hales commented she feels ridership is more important than coverage and it is more important to fewer things and do them well. Ms. Gustafson asked if the comparison between other agencies was still part of the planning process and suggested getting a consultant to help if the transition is going to happen. Mr. Haven explained TRPA's role is understanding how transit connects to each other in the Basin and outside to reduce congestion and VMT's. He added the FTA looks to TRPA as the Metropolitan Planning Organization to allocate the UZA funding based upon the regional need and the operational scenario should be developed first.

Action Requested: For Information

- D. Presentation of District Manager's Evaluation, Discussion, and Possible Action on Evaluator's Recommendation
Ms. Hill reviewed this item. Ms. Bagwell stated she feels Mr. Hasty has met her expectations for the job and it was a job well done last year. Mr. Chapman stated there were many elements in the review process where he noted Mr. Hasty exceeded expectations and it is a difficult job. Mr. Bass stated transit service hasn't been delivered and Mr. Hasty has not met expectations. Ms. Laine stated she has frustrations with South Shore transit and hopes to come to good resolutions. Mr. Suarez stated it is a hard job, but there are shortcomings and the Board holds accountability as well. Mr. Bigley stated there has been a lot of progress recently, that operating and planning are two different skillsets and it is tough to do everything. Mr. Davis asked where the objectives came from. Ms. Hill stated they came from the last evaluation and that she would like the Board to have another retreat. Mr. Davis added the staff succession plan needs to be put into place. Ms. Gustafson stated she completed the evaluation and agrees with Ms. Bagwell. Ms. Gustafson added she is pleased with the direction in working with TRPA and looks to the Board to consider doing the Board evaluation. Mr. Bass asked about adding Emerald Bay/SR 89 Corridor as a project, as well as high-speed rail between Reno and Minden and eventually to Spooner Summit.

Ms. Diss left at 4:46 p.m.

Action Requested: For Possible Action

Mr. Chapman moved accept the District Manager's evaluation as presented and discussed. Ms. Bagwell seconded the motion. The motion passed, with Mr. Bass voting no.

Ms. Bagwell left at 4:56 p.m.

Mr. Davis left at 5:10 p.m.

Ms. Laine left at 5:30 p.m.

VII. DISTRICT MANAGER REPORT

Mr. Hasty had nothing further to report.

VIII. BOARD, COMMISSION MEMBER AND STAFF REQUESTS AND COMMENTS

Mr. Chapman commented the TART Connect 2023/24 plan is in place and starts June 29.

Mr. Bass asked if there is a transit stop at the new Event Center.

IX. PUBLIC INTEREST COMMENTS

There were no public comments.

X. ADJOURNMENT

The meeting adjourned at 6:00 p.m.

Respectfully Submitted:

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

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

TTD BOD Meeting Public Interest Comment 6.7.2023 Agenda Item II: Transit System Planning – Re-visiting Assumptions Submitted by Carole Black IV Resident/Member IV Mobility Hub Committee

I write today with three items:

A. Remote meeting access options: Remote meeting access is certainly important and appreciated. However, GoToWebinar seems to function less well than Zoom in my experience specifically re audio interference. Can another modality please be considered for future meetings?

B. Meeting attendance parameters re recent regulatory changes: I ask as a member of a TTD sponsored committee > TRPA has adopted a different and easier for compliance option than TTD. Suggest review.

C. Agenda Item Comments/Questions: Detail submitted in writing previously (in materials in agenda packets) and/or with these written comments today – Thanks for reading and considering!

Re Agenda IIIA. IV Mobility Hub Committee: I raise two primary concerns - data availability and responsiveness to community/committee member input >>

Data: much requested and is available, but little provided. Examples >> No response to requests for full 2022 ESE data report or raw data from the recent Questionnaire

Responsiveness: Though I believe concerns are heard, responsiveness may not be reflected in admin report/actions. Examples: requests from community and committee member to minimally modify the consultant’s proposed site assessment grid ignored and requests by committee members to review questionnaire draft were actively opposed resulting in a sub-optimal exercise which may now need to be redone

Re Agenda Item IIIC. In report relating to SLT and Agenda Item IIIC in today’s meeting packet Mr Fink made an interesting statement in his discussion of different deliverable objectives considered in transit system design:

“The East Shore Express provides an unambiguous example highlighting the effectiveness of visitor-focused transportation.” And a bit later he flags the ESE as **“popular.”**

However, what isn’t said or considered sufficiently is the overall impacts on the Incline Village community of Sand Harbor, Tahoe East Shore Trail and ESE as currently structured including traffic on already over-crowded, high accident areas along Rte 28 CB to and through IV and on neighborhood traffic and accidents - see table in written document submitted today.

And a collateral issue: What will be the future impact of arriving visitors accessing proposed transit connection to IV to get to the new Tahoe Blue Event Center in South Lake Tahoe area >> the summer Sand Harbor situation year round??

These are thus examples of unintended consequences of transit planning which does not fully address local community impacts. There are win – wins to be had but to date unrealized at the local community’s expense! Please review and consider detailed documents in comments previously submitted to the IV Mobility Hub Committee illustrating key observations above: impact of Sand Harbor incoming vehicles on Rte 28 traffic overages IVCB area and Snowmass example re managing incoming vehicle volumes. I can provide additional copies if needed.

Thank you.

ADDENDUM:

ESE and its Impact on Incline Village/Crystal Bay				
Feature	Impact > +	Impact > -	Comment	Mitigation
Traffic on Rte28 from Crystal Bay	Fewer vehicles on roads for short IV distance after ESE intercept terminals [^]	*****	50% of summer overage driven by cars for Sand Harbor visit	Intercepts pre IVCB <i>plus</i> Restrict ESE boarding to IV residents, lodgers & transit arrivals ^{^^}
Excess Veh Trips Rte 28 overall		*****		
Neighborhood Traffic		*****	Noise, accidents; IV adjacent illegal parking	
Tahoe East Shore Trail Prking full		****	Are there any numbers?	

[^]Also possibly less illegal neighborhood parking though complaints, observations persist; ^{^^}Note Snowmass CO example in May IV Hub Comm Packet

**TAHOE TRANSPORTATION DISTRICT
INCLINE VILLAGE MOBILITY
COMMITTEE MEETING MINUTES
May 22, 2023**

Committee Members in Attendance:

Alexis Hill, Washoe County
Carole Black, Public Member (attended remotely)
Andy Chapman, TNT-TMA
John Crockett, Public Member
Wendy Hummer, Public Member

Committee Members Absent:

Cindy Gustafson, Placer County

Others in Attendance:

Carl Hasty, Tahoe Transportation District
George Fink, 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. Hill at 5:33 p.m. at the Incline Village Library and via GoToWebinar. Roll call was taken and it was determined a quorum was in attendance for the Committee.

B. Approval of Agenda for May 22, 2023

Motion/second by Ms. Hummer/Mr. Crockett to approve the committee agenda for today's meeting. The motion passed unanimously.

C. Approval of Minutes for April 24, 2023

Motion/second by Mr. Chapman/Ms. Hummer to approve the committee minutes. Mr. Crockett abstained. The motion passed.

II. PUBLIC INTEREST COMMENTS

Carolyn Usinger asked who she needed to talk to regarding the red paint that is disintegrating on SR 28.

Diane Becker stated she feels there is a misuse of statistics in the report Incline Village Mobility Hub April 2023 Workshop Recap and hopes the Board won't be misled.

Doug Flaherty on behalf of Tahoe Clean Air.org is opposed to the OES site being considered or used as one of the alternative locations.

III. DISCUSSION ITEMS

A. Update on Implementation Efforts Underway Regarding the Nevada State Route 28 Multi-Modal Transportation Plan and the Regional Transportation Plan

Including Transit, Trails, Parking, and Mobility Hubs That Connect to Recreation, Commercial, and Residential Land Uses

Mr. Hasty reviewed this item. Ms. Black stated the need to look at the peak trip numbers, not the daily average trip numbers and that a mobility hub will increase congestion. Mr. Chapman mentioned the possible corridor entry fee and that revenue may help with the corridor segment.

Helen Neff suggested developing a reservation system for parking.

Doug Flaherty, Tahoe Clean Air.org, stated TTD's claims of trip reduction, getting people out of their cars, VMT claims, traffic reduction claims continue to be highly controversial, subjective, arbitrary, and capricious and the stated outcomes are highly uncertain.

Aaron Vanderpoole stated he doesn't understand people who do not understand that when you offer more amenities you bring more people and traffic and the plan doesn't make sense.

Doug Graham commented he was surprised to see Diamond Peak listed as an option for parking and was curious to see a comparative evaluation of those options.

Denise Davis asked if NDOT is the only organization allowed to have electronic signs along our roads and it would be helpful to have signage outside the basin and why we don't speak to our state legislature regarding the transit occupancy tax and should be able to use Incline's portion for Incline. She also stated she was told that East Shore Express riders are not counted in Sand Harbor's attendance counts.

Steve Dolan agreed with Mr. Vanderpoole and wants to see the infrastructure completed before developing the attractions.

Action Requested: For Information

B. Selection of Date for Next Public Workshop and Informational Briefing on Questionnaire and Workshop Input for the Incline Mobility Hub Project Concepts and Site Selection Process

Mr. Hasty reviewed this item. Ms. Black stated she feels the real results are not being shown, obfuscating the message and it has fallen short. Mr. Chapman feels there is an opportunity to clarify an amenity structure regardless of the location. Mr. Crockett asked when the complete responses to the questionnaire would be shown. Ms. Hill asked if another survey of missing pieces could be done. Ms. Black stated the need to see the raw data.

Helen Neff stated many people did not complete the survey as they thought it was stacked towards the OES and the TTD agenda and thinks there are things in the HDR Plan have not been addressed. She added the Incline bus stops are pathetic and should be upgraded.

Doug Flaherty stated transparency can do great things and there is a lack of transparency.

Aaron Vanderpoole stated he feels the survey lacks accountability and the amenities depends on the location. He also doesn't appreciate his train of thought being interrupted.

Carolyn Usinger thinks of mobility hubs as places for the homeless as they are in the Bay Area. She added there is no need for another survey or meeting, because Incline Village doesn't want it.

Theresa Paine lives three blocks from the OES and says a lot of the neighbors say it's unpopular to put the mobility hub there and there are lots of kids living across the street and there must be a better choice.

Ms. Hill stated the workshop will need to be redirected to talk about the vision and how the pieces fit together, as well as looking at opportunities for other locations.

Mr. Chapman feels there are five possible properties and the need to have the conversation of what would work at those properties.

Mr. Crockett noted the need to look at the viability of the other properties.

Mr. Chapman asked for the public's help in finding other possible properties.

Ms. Black thinks there are two areas on SR28 of federal land that may be possibilities and asked about using eminent domain.

Doug Flaherty asked how the location of a mobility hub could be transferred from the OES.

It was determined the next workshop will be Monday, August 14 from 4:00 p.m. to 7:00 p.m.

Action Requested: For Possible Action

IV. DISTRICT MANAGER REPORT

Mr. Hasty had nothing further to report.

V. COMMITTEE MEMBER REQUESTS AND COMMENTS

Ms. Black reviewed the documents she submitted as comments and requested data to be posted on the website.

Mr. Chapman noted TART Connect will be going to their summer schedule on June 23 and noted 80% of the riders are locals.

VI. PUBLIC INTEREST COMMENTS

Doug Flaherty stated he noticed a bias towards Ms. Black and you're bringing in heavy equipment to OES from the NDOT projects and asked how that is going without the proper permits.

Aaron Vanderpoole talked about transit and noise and the impact of soundscape on nature and he has almost been killed by e-bikes. He also suggested considering the Hyatt as a possible location.

Denise Davis looks forward to talking about other locations and take a look at the different use characteristics.

Helen Neff suggested looking at the transit center at the college at South Shore.

VII. ADJOURNMENT

The meeting adjourned at 8:03 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.)

May 16, 2023

To: Chair Hill and Incline Village Mobility Hub Committee Members

Cc: C. Hasty, J. Allen, info@inclinevillagemobilityhub.org

From: Helen Neff, Incline Village Resident

Dear Committee Members,

Please include this message as public comment for the May 22, 2023 Incline Village Mobility Hub Committee Meeting. This message has 3 parts: 1) Agenda Item III.B, 2) HDR Public Involvement Plan, and the 3) Washoe County Tahoe Transportation Plan. Questions are in **green text**.

1) AGENDA ITEM: III.B.

Attachment B

TTD Incline Village Mobility Hub Project Site Location and Amenities Community Input Summary

Per the summary, 345 surveys were completed. Of these, 104 specified a location within Incline Village which means 241 who did NOT specify a location within Incline Village. Thus, 70% of the people that responded did NOT specify a location in Incline Village. **Please include this point in your analysis and as well as the comments that were written under “other” for the location questions.**

This summary only addressed two of the survey questions: responses regarding the location of a Mobility Hub and the amenities. There were many other questions on the survey. I believe it is the intent of the committee to be transparent. **When will the replies to those questions be provided to the public?**

Attachment C

The recap of the April 20, 2023 Public Workshop is not clear on the use of stickers. Since 47 people signed in that would distribution of stickers was as follows: 141 purple (3 per attendee), 47 green and 47 red.

Of the 141 purple stickers, the report states that stickers were allocated to the listed possible amenities and that totals 32 purple stickers. The report goes on to say “32 individuals created a section titled “none of the above” and added their stickers there.”

Each participant was given three purple stickers for amenities. **When the report says, “32 individuals created a section titled “none of the above” and added their stickers there,” do you mean to say that there were 32 stickers placed for “none of the above” or 96 (three x 32)? Please clarify the number of stickers actually placed on the “none of the above” part of the board.**

Just a suggestion for future workshops: schedule stickers or similar polling for AFTER the official presentation and accompanying public comment so that all views are heard before “votes” are taken.

2) HDR PUBLIC INVOLVEMENT PLAN

The HDR proposal that was discussed at the January 30, 2023 Incline Village Mobility Hub Meeting specifically detailed the *Public Involvement Plan*. Based on the response from the public at the April 20, 2023 workshop and the April 24, 2023 Incline Village Mobility Hub Meeting, it seems this would be a useful time for this committee to reexamine the proposal, specifically the following points in italic text (below):

Project Background:

- *Siting and designing a mobility hub should begin by identifying trips that can most effectively be replaced by new transportation services. The team is reviewing recent plans and identifying potential gaps for further data collection.*
- *After identifying these trips, outreach will be tailored specifically to the types of travelers accessing these origins and destinations. Public engagement will meaningfully consult a diversified set of stakeholders, including underserved populations, to determine the vision, desired transportation services, and proposed amenities.*

What trips have been identified as most effectively being replaced? How is outreach being tailored?

Public Involvement Goals and Objectives

The intended outcome of the public involvement process is to engage community members and stakeholders of Incline Village to obtain feedback and create a vision and project design for the Incline Village Mobility Hub Concept Plan. The following goals will be finalized in cooperation with the Tahoe Transportation District (TTD) and the Incline Village Mobility Committee. The desired goals and objectives are:

- *Establish a data-informed public involvement approach*
- *Work with the community to obtain meaningful and collaborative public input leading to informed decisions that meet the community's needs through transparency, inclusivity, and a diverse audience.*
- *Incorporate public feedback into the official project record and consider all comments in the decision-making and design concept process*
- *Engage community leaders who can help the project team access hard-to-reach groups including seasonal residents, visitors, workforce, and minorities to understand their interests and priorities*
- *Identify potential services, amenities, and locations for the Incline Village mobility hub and communicate that it is a piece of the broader transit system for the Tahoe Basin.*

What is the progress of each of these goals and objectives? Particularly in the area of transparency, incorporating all comments in the decision making (see survey comments, above) and accessing minorities to understand their interests and priorities?

Target Audiences

See list in the proposal.

What has been done to reach each of these target audiences? Especially "hard to reach" populations (other than translating the survey and flyer to Spanish, what was done to reach out to Latinos?).

Also, when/how was the Washoe County CAB engaged?

Key Community Ambassadors

Key Community Ambassadors The project team will enlist reputable and influential community ambassadors, including the Incline Village Mobility Committee, for the project to help disseminate project information, assist in educating the community, and encourage community engagement. They will be provided with information, including a survey, to disseminate to their organization's constituents.

How was this done? How was project information disseminated? How was the average citizen encouraged to engage? (That is, the person who does not regularly attend community meetings).

Outreach and Promotional Materials

Promoting the project as "The People's Plan" can help develop collaboration and immediately promotes community collaboration for the future mobility hub services, amenities, and locations, **letting the community know that this project concept is being developed with their voice and feedback regarding priorities and needs as they relate to a mobility hub.** HDR will develop the following materials which will be distributed to the aforementioned stakeholder list and community ambassadors:

- Project Fact Sheet/flyer promoting "The People's Plan"

This was/is a great tag line ... what happened to using "The People's Plan" in promotional materials?

Specific Outreach

- Social Media – **what was done?** I saw nothing on the TTD Facebook page. Next Door posts were not by TTD or HDR but by individual citizens.
- E-Blasts – **what was sent and to whom?**
- Fact sheet/Informational Flyer: **I did not receive any notification from my HOA or my church (both on the stakeholder list). When I inquired, they said they had not received anything.**
- Mailer/Newspaper Advertising: **At this point, probably not worth pursuing.**

Public Engagement

- *Incline Village Mobility Committee Meetings:* HDR will actively participate and present at three Incline Village Mobility Committee meetings during the course of the project. HDR project manager or other staff should be available regularly to listen and answer questions at most committee meetings.

Since this proposal was presented at the January 30, 2023 Mobility Hub Committee meeting, what public meetings has HDR attended other than the public workshop on April 20, 2023?

Existing Mobility Hub Facilities

Also included in the Public Involvement Plan is Table 3-2: *Existing Mobility Hub Facilities*, showing photos of four different mobility hubs. The first example, Lake Tahoe Community College (LTCC) Mobility Hub, seems to be similar to what some of the speakers at the April 20 workshop were describing as a possible

solution, located close to the East Shore Trail, to be used in conjunction with bus service from Reno, Carson City, and various California locations. Restrooms would need to be included.

Another example is the Tinloy Transit Center in Grass Valley, CA. Located close to downtown, it accommodates 4 small busses at the curb pullout, has 2 shelters, restrooms, and attractive landscaping. After a bit of controversy in the planning process, the final version is well accepted by residents and transit users. Note the name as a “transit center” rather than a “hub.”

Please include this type of facility as an option in future public discussion. Perhaps use the photo on a flyer or other promotional material.

3) WASHOE COUNTY TAHOE TRANSPORTATION PLAN

On a related note, Incline Village suffers from many transportation issues, as outlined in the recently adopted Washoe County Tahoe Transportation Plan. Bus stops are included. Many of our bus stops are woefully unmaintained and this discourages use.

At the intersection of SR28/Northwood/Southwood by the proposed Nine 47 Tahoe Condominium Development, the bus stop on the north side is simply a sign stuck in the ground. No pullout, no shelter, no pad, no ADA accommodation. Not even a bench. Please see photo.



The Washoe County Tahoe Transportation Plan recommends improvements for five bus stops within Incline Village but this one is not included in that list. There are others that are not listed that badly need upgrades as well.

Such lack of attention to the safety of current and potential transit users causes residents to pause and wonder why grand new transit facilities are being proposed when current basic bus stops are not being maintained and are not safe for users. Nor are they ADA compliant. This lack of care does not promote transit use.

Of course, the responsibility for bus stops falls on Washoe County, perhaps RTC and perhaps NDOT but as the leader for transportation in the Tahoe Basin (with a physical presence in the Tahoe Basin), it would seem logical that the Tahoe Transportation District, in the spirit of cooperation, should take steps to improve the unsafe, unattractive, deteriorating bus stops in Incline Village as a priority. This would seem a logical course of action.

As the Tahoe Transportation District website states: **The agency is responsible for facilitating and implementing safe, environmentally positive, multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations.**

Thank you.

May 21, 2023

RE: Written Public Comment – Agenda Item II -TTD Incline Village Mobility Committee Meeting 5-22-23.

OES = Old Elementary School (used interchangeably as 771 Southwood Blvd, Incline Village, NV)
ESE = East Shore Express
TTD = Tahoe Transportation District
TRPA =Tahoe Regional Planning Agency
FTA = Federal Transit Administration
VMT = Vehicle Miles Traveled

Dear TTD Staff and TTD Mobility Hub Committee Members:

Please ensure that this written comment is made part of the record and the minutes regarding Agenda Item II - TTD Incline Village Mobility Hub Committee meeting 5-22-23.

This written Public Comment is being provided on behalf of TahoeCleanAir.org.

TahoeCleanAir.org is opposed to the OES site being considered or used as one of the “**alternative**” locations for a TTD mobility hub, and is opposed to its use in connection with the ESE for the following reasons:

TTD claims of trip reductions, getting people out of their cars, VMT claims, and traffic reduction claims, continue to be highly controversial, subjective, arbitrary, and capricious and TTD’s stated outcomes highly uncertain. The TTD would require a "crystal ball" to make such claims.

Regarding TTD’s consulting firm attempts to link hubs in Vail, CO, Sparks and Reno NV, these locations bare little or no relevance to the environmental protection, public safety and wildfire evacuation sensitivities of Incline Village and the Lake Tahoe Basin. This includes adding the significant and cumulative adverse environmental and safety peril impacts that a 365 day a year mobility hub will bring.

Further, the January 20, 2023, TTD “*Incline Village Mobility Hub Data Review and Context **Draft Memorandum***”, Table 3-1: “Screening Criteria Categories” are subjective, incomplete, arbitrary, capricious, and designed in favor of the TTDs relentless quest to construct a mobility hub at the OES site, of which is within and adjacent to a dense close in traffic safety peril neighborhood as well as an environmentally sensitive area.

As an example:

TTD and its consultants failed to provide an “Environmental Impact Score” within its “screening criteria list”. This, to avoid a data driven analysis of past, current, and future cumulative environmental impacts in relation to all potential locations. This includes an analysis of direct or adjacent site locations that rest within or adjacent to any environmentally sensitive area. In the case of the OES site, as an example, an Environmental Impact Score would consider an analysis of the OES site and its impacts within and directly adjacent to the “Burnt Cedar and Wood Creek Watersheds”. This includes Burnt Cedar creek itself, an ephemeral stream, which begins on OES property and drains ¼ mile directly into Lake Tahoe waters. How can the TTD ever claim that they are working to protect the environment and waters of Lake Tahoe when they fail to provide any reference whatsoever to an “Environmental Impact Score” for all possible Mobility Hub alternative sites.

Additionally, within the TTD Screening criteria, **Item 7: Road Safety Score** should be re-labeled “Public Safety Score” and placed at the top of the screening criteria list. This item should discuss data driven measurements of all site alternatives, including a comprehensive traffic study, access and egress analyses including slopes,

neighborhood pedestrian impacts and safe wildfire evacuation, in connection with human and roadway overcapacity in densely populated neighborhoods, including stranded transit users during a wildfire.

Further, the deficiencies of the eight (8) draft screening criteria provided by TTD Staff for selection of an Incline Village Mobility Hub are discussed below [with comments added in blue](#):

1. **Transit System Score** - Consider how well integrated the location is with respect to the existing transit network. [Comment: The terms “well-integrated” and “existing transit needs” are subjective, arbitrary, and capricious in relation to the OES site. TTD fails to provide significant and substantial data indicating otherwise. 771 Southwood Blvd currently provides an unsafe short term seasonal East Shore Express service location which cannot be safely “well integrated” when it comes to the neighborhood public safety impacts, including safety perils for both users and the neighborhood during a wildfire evacuation, as well as the cumulative environmental degradation caused by a 365-day year-round, full mobility service hub.](#)
2. **Transit Propensity Score** - Overlay various points of mobility data to understand locations with “high” mobility needs and potential transit demand. [Comment: TTD fails to provide significant and substantial data demonstrating that 771 Southwood mobility needs are “high”. The OES site currently provides an unsafe short term seasonal East Shore Express service location which cannot be safely “well integrated” when it comes to the neighborhood public safety and environmental impacts of the ESE or a 365-day year-round, mobility service hub. TTD has not provided substantial data to indicate a “high mobility need”, confusing ESE ridership numbers, as being synonymous with year-round mobility hub demand. Data indicates that public transportation ridership choice is extremely low compared to other forms of transportation within the Lake Tahoe Basin.](#)
3. **Recreational Access Score** - Consider the proximity a “high mobility need” and potential transit demands” ease of connection to recreational amenities for locals and visitors. [Comment: The term “high mobility need” and “potential transit demand’s”, for locals and visitors is subjective, arbitrary, and capricious in connection with a 365-day year-round mobility hub at 771 Southwood Blvd. TTD fails to provide significant and substantial data indicating otherwise. TTD fails to provide significant data indicating that OES hub users will have “ease of connection” access to workable safe roadway by roadway evacuation route capability during a wildfire.](#)
4. **Key Destination Score** - Examine the location’s proximity and ease of connection to significant destinations, services, and activity centers. [Comment: Any suggestion that a hub at the OES will promote the ease of connection to “significant destination”, “services” and “activity centers” walking or access is subjective, arbitrary, and capricious and stated outcomes are highly unlikely. TTD fails to provide significant and substantial data indicating otherwise. TTD fails to provide significant data indicating that OES hub users will have access to workable safe roadway by roadway evacuation route capability nor emergency services during a wildfire.](#)
5. **Walkability Score** - Analyze the extent of the surrounding sidewalk and trail networks connecting to the potential location. [Comment: Any suggestion that a mobility hub geographically located at the OES will promote walking or trail use is subjective, arbitrary, and capricious and stated outcomes are highly unlikely. TTD fails to provide significant and substantial data indicating otherwise. TTD fails to provide significant data indicating that OES hub users, combining their use with walkability, will have access to workable safe roadway by roadway evacuation routes during a wildfire.](#)
6. **Bikeability Score** - Analyze the extent of the surrounding bike network (on the street and multi-use trail) connecting to the potential location. [Comment: Any suggestion that a hub geographically located at the OES will promote biking or trail use is subjective, arbitrary, and capricious and stated outcomes highly unlikely. TTD fails to provide significant and substantial data indicating otherwise. TTD fails to provide significant data indicating that OES hub users, combining their use with a bike network, will have access to workable roadway by roadway safe evacuation routes during a wildfire.](#)
7. **Road Safety Score** - Examine crash data (or other relevant data) in proximity to mobility hub locations. [Comment: As stated above, this screening criteria should be re-labeled “Public Safety Score.” Crash data is only one piece of screening criteria regarding public safety. This item should be re-labeled “Public Safety](#)

[Score” and placed at the top of the screening criteria list.](#) This item should discuss data driven measurements of all site alternatives, including a comprehensive traffic study, access and egress analyses including slopes, neighborhood pedestrian impacts and safe wildfire evacuation, in connection with human and roadway overcapacity in densely populated neighborhoods, including stranded transit users during a wildfire.

8. Property Size Score - The location meets the minimum square footage to accommodate the mobility hub program and allow for future growth. [Comment: The reference to accommodating “future growth” is synonyms with TTD and TRPA creation of Lake Tahoe Basin overcapacity, thereby creating public safety perils caused by increased human and roadway overcapacity and is subjective, arbitrary, and capricious. TTD fails to provide significant and substantial data indicating otherwise.](#)

Further, the original Federal Transit Authority (FTA) National Environmental Policy Act (NEPA) Protective Acquisition funding application submitted by NDOT and TTD, which granted a NEPA “Categorical Exclusion” (CE), in order for TTD to receive federal funding to purchase the OES property, was fundamentally flawed and misleading.

NDOT and TTD stated, as part of the original NEPA protective acquisition funding application and correspondence, that the “Acquisition or transfer of interest in the real property is 1) not within or adjacent to a recognized environmentally sensitive area and 2) the use of the property by the TTD would not result in a substantial change in the functional use of the property...”

1.. With regard to past and present “functional use” of the OES property:

In an original letter from NDOT to the FTA, seeking funding to secure the purchase of 771 Southwood Blvd funding, NDOT/TTD stated, “For the last nine years, Tahoe Transportation District has been using the Property for a seasonal transportation hub” ... **when actually the past use of the property was that of a 10-year inactive school campus with 8 years of non-permitted TTD parking and a non-permitted bus TTD transit stop.**

The continued 8 yr. past illegal use of the 771 Southwood Blvd, by the TTD, is now substantiated as part of the record, via discussions between the TRPA and TTD Staff during the recent October 26, 2022, Incline Village residents TRPA Appeal of the Temporary Use Permit, as connected with the 2022-2023 East Shore Express operation.

2. Further, in order to receive FTA Protective Acquisition Funding approval, in its original 23 CFR 771.118 (C)(6) Categorical Exclusion Application and correspondence seeking federal funding, NDOT/TTD stated that the 771 Southwood property was not within or adjacent to a “recognized” environmentally sensitive area and therefore a Categorical Exclusion (CE) should be granted.

Per NEPA, CEs are actions that do not individually or cumulatively have significant environmental effects or impacts and are excluded from the requirement to prepare an environmental assessment (EA) or environmental impact statement (EIS) **when there are no “unusual circumstances”** (40 CFR 1508.4, 23 CFR 771.118). CEs are not exempt from NEPA.

However, NDOT and **TTD failed to inform the FTA**, in its original funding application that:

Lake Tahoe is listed under the Clean Water Act Section 303(d) as “impaired”, which clearly represents an “unusual circumstance” with regard to the 771 Southwood property which is located on and adjacent to the environmentally sensitive Burnt Cedar and Wood Creek Watersheds.

While the recent good news headline regarding Tahoe’s clarity is indeed good news, the UC Davis comments indicated, that this is a short-term window of improvement, and the degradation of Tahoe’s clarity is expected to revert back to its 20-year history of degradation upon the expected return of the mysis shrimp. This means TTD and TRPA failures to protect Lake Tahoe will return.

The “impaired” water listing is due to three pollutants; nitrogen, phosphorus, and sediment, all of which are responsible for Lake Tahoe’s deep water transparency loss.

It is evident that the OES property is the headwater property of a visible and “intervening” seasonal ephemeral stream recognized in sediment studies (Simon) and NDEP), as Burnt Cedar Creek. This visible “intervening” ephemeral stream deposits runoff sediment directly into the waters of Lake Tahoe within ¼ mile of the headwater property in question through a series of ditches and pipes, and of which stream, the Tahoe Regional Planning Agency has failed to adequately improve to prevent pollution runoff in order to help protect Lake Clarity.

The “intervening” ephemeral stream is within and adjacent to 1) the Lake Tahoe Burnt Cedar Creek Watershed and adjacent Wood Creek Watershed – see Simon – referencing Burnt Cedar and Wood Creek Watersheds) ... Simon is also “recognized” in the Nevada Division of Environmental Protection – Final Lake Tahoe Total Maximum Daily – Report to the US EPA. Pages 7-5 and 7-6 and throughout. The “unusual circumstance” of Lake Tahoe being listed as “impaired” waters under the Clean Water Act Section 303(d) makes both of these watersheds “recognized” environmentally sensitive areas.

Further, the Burnt Cedar and Wood Creek watersheds, are “recognized” environmentally sensitive areas, since they **cumulatively**, along with all other Lake Tahoe watersheds add “impaired” 303(d) water listed sediment and pollutants to Lake Tahoe waters, and the issuance of a CE by the FTA allowing purchase of the 771 Southwood property, without investigating this unusual 303(d) circumstance, was not appropriate, and at minimum there should have been a publicly noticed Environmental Assessment (EA) process undertaken by the FTA to help determine the need for an Environmental Impact Statement.

TTD’s stated need for a mobility hub at this location is subjective, arbitrary, and capricious, agenda driven and said need is not supported by substantial nor significant data.

The information provided below discusses the TTD 2022-2023 East Shore Express Temporary Permit process is germane and directly tied to the overall Mobility Hub process.

1. The TRPA granting of the 2022-2023 ESE Temporary Use Permit represented a “change in use” from the original 8-year use of the property, and such change in use was an intensification of use and was not based on fact but was arbitrary and capricious. The TRPA and TTD therefore violated NEPA when it intensified the use of 771 Southwood Blvd as part of a “special condition” attached to 2022-2023 ESE Temporary Use Permit without a NEPA Environmental review process.

TTD Staff Reports continue to state that “the service has been operating for a number of years on a less-formalized basis, of which is an obfuscation—vague and incomplete—since the past use of the property was that of a 10-year inactive school campus with 8 years of non-permitted TTD parking and a non-permitted bus TTD transit stop. “Less formalized” in this case means, “unpermitted.”

The original TRPA Temporary Use Permit Application by the TTD requested the permit for the purpose of “Intercept Parking for East Shore Shuttle Service to SR 28 and Sand Harbor”. However, TRPA arbitrarily and capriciously granted, without a request from the Applicant an intensified and expanded “change of use” from the property’s past illegal use.

This was done by arbitrarily inserting a Special Condition, of which Special Conditions are normally considered “planning permissions” to mitigate or compensate for negative impacts. However, in the case of permit Special Condition 1, especially as it applies to 771 Southwood Blvd, TRPA arbitrarily and capriciously granted an intensified and expanded the “change of use”. This act required TRPA and TTD to consult with the FTA which is the only agency with NEPA primacy in this particular case.

2.. During the Temporary Use Permit Process for the 2022-2023 ESE Operation TRPA Violated its own Chapter 6.2. JOINT ENVIRONMENTAL DOCUMENTS which states:

... the National Environmental Policy Act (NEPA) or other state or local environmental review, TRPA shall, whenever feasible, coordinate its environmental review process with the local, state, or Federal process. Coordination would include joint activities such as scoping, selection of consultants, notice, and concurrent comment periods.

Because the 771 Southwood property was purchased using FTA Federal funds via an application for funding in connection with a NEPA Categorical Exclusion (CE) Protective Property Acquisition request by the Nevada DOT on behalf of the TTD, the primacy for regulatory environmental review considerations rests with the FTA under NEPA.

Primary FTA primacy and reach is germane in this case since the TRPA staff arbitrarily created, and the TRPA Hearing Officer approved, a Special Use Permit “change of use” from that of an illegal use of operating without the required TRPA parking permits, to an intensified “use” of a **“Transit Station and Terminal.”**

As explained by FTA’s Mr. Ted Matley, in an email on June 7, 2021, “Change of Use” triggers an additional [required] review and determination under the National Environmental Policy Act (NEPA).

Matley goes on to comment:

“The Categorical Exclusion (CE) determination that FTA Region IX issued allows the project sponsor to purchase the property using Federal funds, should the project sponsor choose to do so. The FTA CE determination does not include approval for any future changes to, or development of, the property.”

“If the property is purchased using Federal funds, or should Federal funds be proposed to fund the development of or change the use of the property, **an additional review and determination under the National Environmental Policy Act (NEPA)** is required to develop or change the use of the property. We have confirmed with the project sponsor that they understand the limitations of the current FTA CE determination and that any future action to develop the property or change the use will require additional NEPA analysis.

3. And finally, as currently written, the new and old TRPA “armchair” Environmental Checklists contained in various past TRPA and TTD ESE Staff reports are inadequate and a sham, designed to sidestep the identification and analysis of the true local community as well as basin wide cumulative impacts/effects of the ESE and all projects within the Lake Tahoe Basin.

In this case, the desktop environmental checklist failed to recognize that the site is within and adjacent to the recognized environmental sensitive areas of the Burnt Cedar and Wood Creek Watersheds and that Lake Tahoe is listed under the Clean Water Act Section 303(d) as “impaired” waters.

Further, for the most part, the subjective staff armchair conclusions within the Environmental Checklist are not based on substantial or significant evidence, are rather opinionated, arbitrary, and capricious, and continue to violate the Bi-State Compact requirements of Tahoe Basin equilibrium and harmony.

Sincerely,
Doug Flaherty, President
Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.org)
A Nevada 501(c)(3) Non-Profit Corporation
774 Mays Blvd 10-124
Incline Village, NV 89451

[TahoeCleanAir.org Organizational Purpose](#)

Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.Org) is a Nevada 501 (c) (3) non-profit corporation registered to do business in the State of California. Our organizational purpose extends beyond protecting clean air, and includes, among other purposes, protecting and preserving natural resources, including but not limited to clean air, clean water, including lake and stream clarity, soils, plants and vegetation, wildlife and wildlife habitat including wildlife corridors, fish and fish habitat, birds and bird migration, insects, forest and wilderness from adverse environmental impacts and the threat and potential of adverse environmental impacts, including cumulative adverse impacts, within the Nevada and California Sierra Range, and its foothill communities, with corporation/organization geographical purpose priority being that of the Lake Tahoe Basin. Our purpose further extends to all things incidental to supporting environmental impact assessments and studies, including the gathering of data necessary to analyze the cumulative adverse environmental, health and safety impacts from public and private projects inside and outside the Lake Tahoe Basin, and addressing and supporting safe and effective evacuation during wildfire. Our purpose further extends to supporting transparency in government to ensure that our purpose and all things incidental to our specific and primary purposes are achieved.

Estimates of Fine-Sediment Loadings to Lake Tahoe from Channel and Watershed Sources

Andrew Simon, USDA-Agricultural Research Service, National Sedimentation Laboratory, Oxford, MS 38655; asimon@ars.usda.gov

INTRODUCTION

Over the past 35 years, a trend of decreasing water clarity has been documented in Lake Tahoe, attributable in part to the delivery of fine-grained sediments emanating from upland and channel sources. The term *fine sediment* can be defined in several ways, with much of the confusion based on how the threshold diameter is defined. In sediment-transport analyses, fine sediment is generally considered to be those particles finer than 0.063mm whose transport is not a function of size and weight, but of availability to a flow. This threshold represents the distinction between sand- and silt-sized particles. Coarser sediments are hydraulically controlled with entrainment being function of the energy, stream power, or shear stress of the flow relative to the size and weight of the particle. With regards to lake clarity, however, it is the finest particles that are of the greatest interest because they tend to stay in suspension for extended periods of time. Thus, *fine sediment* can also be considered as those particles finer than 0.020 mm, representing the distinction between silt- and clay-sized particles.

Suspended-sediment-loadings to Lake Tahoe from selected watersheds were reported by Rowe *et al.* (2002) and by Simon *et al.* (2003). Both reports identified streams such as Blackwood, Trout, Third and Ward Creeks, and the Upper Truckee River as major contributors of suspended sediment. Using suspended-sediment particle-size data from the U.S. Geological Survey which distinguishes between particles coarser or finer than 0.063mm, Simon *et al.* (2003) provided initial estimates of fine-sediment loads (T/y) and yields (T/y/km²) from 14 streams around the basin. This study also highlighted important distinctions in sediment production from different sides (quadrants) of the basin and from different sources. With extensive reconnaissance-level field work throughout the basin and by re-surveying monumented cross sections originally established in the 1980's (Hill *et al.* 1990), streambank erosion was identified as an important source of suspended sediment from several watersheds, including Blackwood and Ward Creeks, and the Upper Truckee River.

Estimates of fine-sediment loadings from all contributing watersheds and particularly from streambank sources are required to:

1. validate estimates of fine-sediment loadings being simulated by others using a watershed model, and
2. effectively simulate current and future water-clarity conditions in Lake Tahoe using a lake-clarity model.

The research undertaken and described in this report is only one of numerous projects being conducted by academic institutions, government agencies and private firms to improve knowledge about the causes and consequences of declining lake clarity. A synthesis of the products generated from all of this research and development of a TMDL for Lake Tahoe will rely heavily on numerical simulations of lake clarity being conducted by the University of

California, Davis. The reliability and of this modeling effort is, in part, a function of the quality of the data provided to the modelers from various sources. Data on flow and sediment inputs, and water temperature are critical.

Whereas most sediment-transport studies express loadings in units of mass (such as Megagrams or tonnes) or volume (such as cubic meters), the lake clarity model requires loadings in *numbers of particles*. An important data-collection program conducted by the University of California, Davis and the U.S. Geological Survey has recently provided fine particle-size data in the 0.005 – 0.020 mm (5-20 µm) range (Rabidoux, 2005). These data provide a means by which to calculate the number of particles in this important size class that is transported to Lake Tahoe from the sampled streams. The Rabidoux (2005) dataset, in combination with suspended-sediment transport relations, measured and simulated rates of streambank erosion, and semi-quantitative evaluations of the relative stability of stream channels throughout the basin (Simon et al. 2003) provide the means to estimate fine-sediment loadings from all watersheds draining to Lake Tahoe.

OBJECTIVES AND SCOPE

The overall objective of the research reported here was to determine the amount of fine sediment delivered to Lake Tahoe from each of the 63 contributing watersheds (Figure 1). Because the watershed modeling being conducted by others does not account for channel processes, a second critical objective was to provide estimates of stream-channel contributions, particularly fine sediment emanating from streambank erosion. This was also to be accomplished for each contributing watershed. More specifically, this study aimed to provide three forms of fine-sediment loadings data for each contributing stream in the Lake Tahoe Basin:

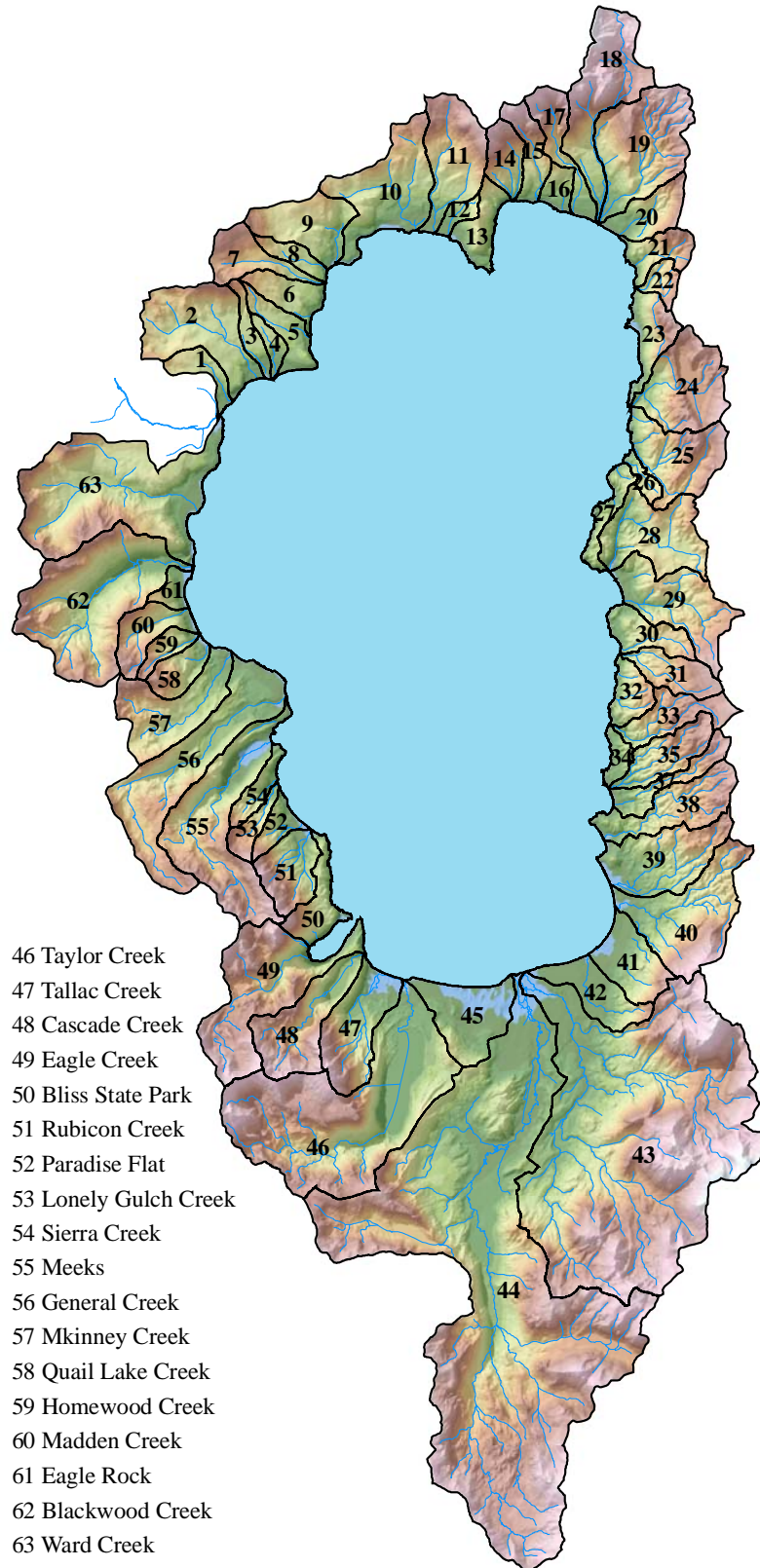
1. Average, annual fine-sediment (<0.063mm) loadings in tonnes per year (T/y);
2. Average, annual fine-sediment (<0.020mm) loadings in number of particles per year (*n/y*); and
3. Average, annual fine-sediment (<0.063mm) loadings in T/y from streambank erosion.

RESEARCH APPROACH

A large amount of useful data on flow, suspended sediment and channel characteristics were available from previous studies conducted in the Lake Tahoe Basin (Jorgensen *et al.* 1978; Hill *et al.*, 1990; Nolan and Hill, 1991; Rowe *et al.*, 2002; Simon *et al.* 2003; Rabidoux, 2005). Still, without resources to conduct detailed numerical simulations of channel processes for each stream as was done for the Upper Truckee River, and Ward and General Creeks (Simon *et al.* 2003), a combination of empirical methods were required to address the study objectives. An approach that was used successfully by Simon *et al.* (2003) to initially sort streams by similar basin characteristics was the concept of basin quadrants.

In the Lake Tahoe Basin, precipitation, geology, and other basin characteristics vary from one side of the lake to the other resulting in a broad range of sediment-transport rates. To partially account for these differences and to make interpretations of differences in suspended-sediment loads and yields to Lake Tahoe, watersheds were separated into the four principle directional quadrants; north, south, east, and west (Figure 2). Streams referred to as “northern” include First,

- 1 Tahoe State Park
- 2 Burton Creek
- 3 Barton Creek
- 4 Lake Forest Creek
- 5 Dollar Creek
- 6 Cedar Flats
- 7 Watson
- 8 Carnelian Bay Creek
- 9 Carnelian Canyon
- 10 Tahoe Vista
- 11 Griff Creek
- 12 Kings Beach
- 13 East Stateline Point
- 14 First Creek
- 15 Second Creek
- 16 Burnt Cedar Creek
- 17 Wood Creek
- 18 Third Creek
- 19 Incline Creek
- 20 Mill Creek
- 21 Tunnel Creek
- 22 Bonpland
- 23 Sand Harbor
- 24 Marlette Creek
- 25 Secret Harbor Creek
- 26 Bliss Creek
- 27 Deadman Point
- 28 Slaughter House
- 29 Glenbrook Creek
- 30 North Logan House Creek
- 31 Logan House Creek
- 32 Cave Rock
- 33 Lincoln Creek
- 34 Skyland
- 35 North Zephyr Creek
- 37 Zephyr Creek
- 38 Mcfaul Creek
- 39 Burke Creek
- 40 Edgewood Creek
- 41 Bijou Park
- 42 Bijou Creek
- 43 Trout Creek
- 44 Upper Truckee River
- 45 Camp Richardson



- 46 Taylor Creek
- 47 Tallac Creek
- 48 Cascade Creek
- 49 Eagle Creek
- 50 Bliss State Park
- 51 Rubicon Creek
- 52 Paradise Flat
- 53 Lonely Gulch Creek
- 54 Sierra Creek
- 55 Meeks
- 56 General Creek
- 57 Mkinney Creek
- 58 Quail Lake Creek
- 59 Homewood Creek
- 60 Madden Creek
- 61 Eagle Rock
- 62 Blackwood Creek
- 63 Ward Creek

Figure 1. Map of the Lake Tahoe Basin showing the 63 watersheds draining to the lake.

Second, Third, and Incline Creeks. The major “southern” streams are the Upper Truckee River and Trout Creek. “Eastern” streams include Edgewood, Glenbrook and Logan House Creeks, while “western” streams include Blackwood, Ward, and General Creeks.

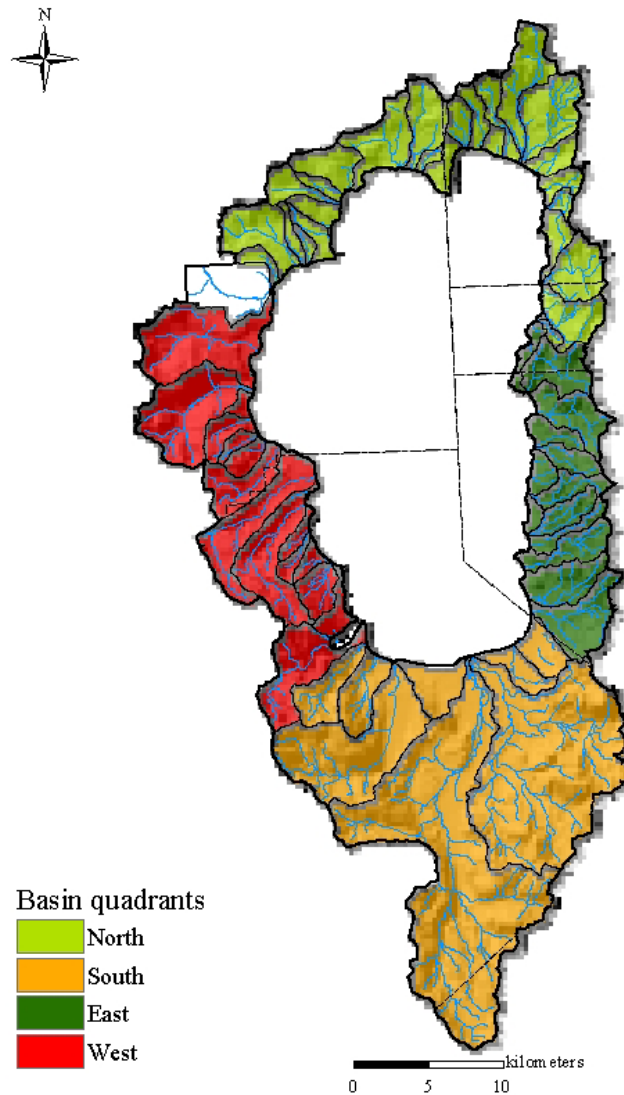


Figure 2. Map of the Lake Tahoe watershed showing designation of four basin quadrants.

Existing Suspended-Sediment Transport Data and Relations for Fine Sediment

Determination of fine-sediment (<0.063mm) loadings (in T/y) was straightforward for streams with historical flow, concentration, and particle size data. The methods employed, and results are presented and mapped in detail in Simon *et al.* (2003). Results for index sites are reproduced here in Table 1 with their period of record in Table 2. The concept of an index station is that sediment loadings and yields from a particular watershed to Lake Tahoe can be represented by sediment-transport data from a specific downstream location in that watershed. Selections of these stations were based on two criteria; (1) the station from a given stream with

the longest period of record and, (2) the station had a downstream location. These stations were then used to interpret similarities and differences in sediment delivery to the lake.

Table 1- Annual fine-sediment loadings (<0.063mm) derived from measured data for index stations. (Modified from Simon *et al.*, 2003). ¹ = Data from Kroll (1976).

Stream	Station number	Annual Fine Load		Contribution of fines (%)	Years of data	Drainage Area (km ²)
		Average (tonnes)	Median (tonnes)			
UTR	10336610	1261	1010	44	24	142
Blackwood	10336660	1347	846	45	40	29.0
Trout	10336780	624	462	38	40	95.1
Ward	10336676	658	412	47	28	25.1
Third	10336698	462	318	31	26	15.7
Incline	10336700	320	129	67	17	18.1
General	10336645	69.2	53.3	29	20	19.3
Eagle ¹	10336630		21.8		3	20.4
Meeks ¹	10336640		19.1		3	22.2
Edgewood	103367585	12.9	11.4	59	11	8.1
Glenbrook	10336730	8.8	7.0	80	16	10.5
Quail Lake ¹	10336650		3.2		3	4.2
Dollar ¹	10336684		2.6		3	4.7
Logan House	10336740	3.5	2.3	75	17	5.4

Table 2. Period of record for index stations.

Stream	Station number	Basin quadrant	Distance above mouth (km)	Period of record (y)
Third	10336698	N	0.19	26
Incline	10336700	N	0.27	17
Trout	10336780	S	4.52	40
Upper Truckee	10336610	S	2.94	24
Edgewood	103367585	E	3.81	11
Glenbrook	10336730	E	0.04	16
Logan House	10336740	E	0.66	17
Eagle Rock	103367592	E	2.99	10
Blackwood	10336660	W	0.31	40
General	10336645	W	0.65	20
Ward	10336676	W	0.44	28

The rationale that was used to extrapolate suspended-sediment loadings from streams with measured data to streams without historical data was based on the concepts of basin quadrants and relative channel stability. The idea behind this approach was that streams exhibiting similar attributes of channel stability within a zone of similar precipitation, geology, land use and topographic characteristics would yield similar amounts of sediment per unit area. In contrast, stable and unstable streams from the same zone would have markedly different sediment yields.

Thus differences in stability can be used to differentiate suspended-sediment yields from similar areas, zones, or regions. This concept has been used successfully to determine “background” or “natural” rates of suspended-sediment transport rates, and to distinguish between stable and unstable streams for ecoregions across the United States (Simon *et al.*, 2004). The techniques are being used by state agencies and others to develop TMDLs for sediment.

Because streams draining larger basin areas in a given quadrant and condition will tend to transport more sediment than smaller ones, loadings data were divided by basin area to establish fine-grained (<0.063mm) suspended-sediment yields (in T/y/km²). The distribution of yield data (10th, 25th, 50th, 75th, and 90th percentiles) was then calculated by basin quadrant (Table 3).

Table 3- Distributions of annual fine-sediment (<0.063mm) yields (in T/y/km²) for the four basin quadrants.

Percentiles (T/y/km ²)					Quadrant
10 th	25 th	50 th	75 th	90 th	
0.46	0.55	0.70	1.05	1.26	E
1.87	3.83	7.10	13.65	17.58	N
5.12	5.45	6.00	6.55	6.88	S
0.81	0.91	1.93	13.0	18.95	W

Channel Conditions and Rapid Geomorphic Assessments

Evaluation of relative channel stability was accomplished using rapid geomorphic assessments (RGAs) of stream-channel conditions and identification of the dominant geomorphic processes, extent of channel instabilities, and stage of channel evolution (Simon and Hupp, 1986; Simon, 1989). As part of the RGA procedure, a semi-quantitative channel-stability index was modified to include potential side-slope erosion (combined-stability index) and calculated for hundreds of sites along the studied streams based on diagnostic criteria obtained during each RGA. In addition, samples of bed and bank material were obtained at all ground reconnaissance sites during the previous study (Simon *et al.* 2003) for determining the amount of fine-grained sediment (<0.063mm) in streambank materials (Figure 4).

Information from RGAs were supplemented by more detailed geomorphic evaluations conducted by Simon *et al.* (2003) where specific sources of fine-grained streambank materials were identified and sampled during stream walks. About 300 RGAs were conducted during 2002 and reported in Simon *et al.* (2003). An additional 53 RGAs were conducted in 2004 as part of this study to fill gaps in the data network.

Combined stability-index data collected during RGAs were averaged for each stream and sorted by basin quadrant (Table 4). The range and distribution of values were then calculated for each quadrant (Table 5).

COMBINED-STABILITY RANKING SCHEME

Station # _____ Station Description _____

Date _____ Crew _____ Samples Taken _____

Pictures (circle) U/S D/S X-section Slope _____ Pattern: Meandering
Straight
Braided

1. Primary bed material
 Bedrock 0 Boulder/Cobble 1 Gravel 2 Sand 3 Silt Clay 4

2. Bed/bank protection
 Yes No (with) 1 bank 2 banks
 protected
 0 1 2 3

3. Degree of incision (Relative ele. Of "normal" low water; floodplain/terrace @ 100%)
 0-10% 11-25% 26-50% 51-75% 76-100%
 4 3 2 1 0

4. Degree of constriction (Relative decrease in top-bank width from up to downstream)
 0-10% 11-25% 26-50% 51-75% 76-100%
 0 1 2 3 4

5. Streambank erosion (Each bank)
 None fluvial mass wasting (failures)
 Left 0 1 2
 Right 0 1 2

6. Streambank instability (Percent of each bank failing)
 0-10% 11-25% 26-50% 51-75% 76-100%
 Left 0 0.5 1 1.5 2
 Right 0 0.5 1 1.5 2

7. Established riparian woody-vegetative cover (Each bank)
 0-10% 11-25% 26-50% 51-75% 76-100%
 Left 2 1.5 1 0.5 0
 Right 2 1.5 1 0.5 0

8. Occurrence of bank accretion (Percent of each bank with fluvial deposition)
 0-10% 11-25% 26-50% 51-75% 76-100%
 Left 2 1.5 1 0.5 0
 Right 2 1.5 1 0.5 0

9. Stage of channel evolution
 I II III IV V VI
 0 1 2 4 3 1.5

10. Condition of adjacent side slope (circle)
 N/A Bedrock Boulders Gravel-SP Fines
 0 1 2 3 4

11. Percent of slope (length) contributing sediment
 0-10% 11-25% 26-50% 51-75% 76-100%
 Left 0 0.5 1 1.5 2
 Right 0 0.5 1 1.5 2

12. Severity of side-slope erosion
 None Low Moderate High
 0 0.5 1.5 2

TOTAL _____

Figure 3. Combined-stability index field form and ranking scheme.

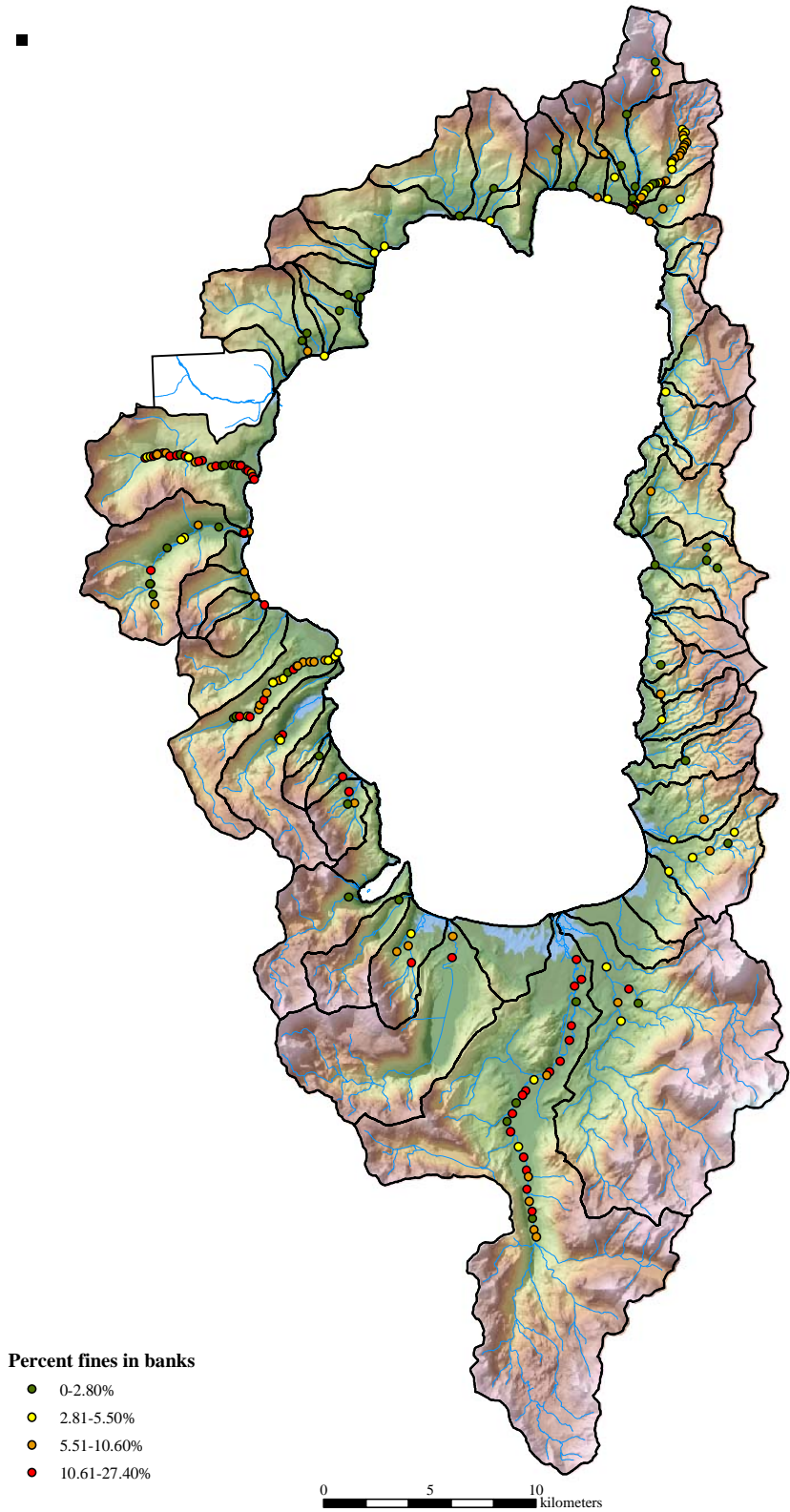


Figure 4. Spatial distribution of fine-grained (<0.063mm) bank materials.

Table 4- Average, combined-stability index for streams draining to Lake Tahoe. Values are based on criteria shown in Figure 3.

Watershed	Stream	Combined stability-index	Basin area (km) ²	Quadrant
39	Burke	10.0	12.8	E
32	Cave Rock	16.8	4.1	E
27	Dead Mans Point	13.5	3.5	E
40	Edgewood	17.8	17.2	E
29	Glenbrook	19.3	13.0	E
33	Lincoln	14.5	6.7	E
31	Logan House	12.9	5.6	E
38	McFaul	17.6	10.2	E
30	North Logan House	15.0	5.3	E
35	North Zephyr	16.3	6.8	E
	Skyland		2.0	E
28	Slaughterhouse	15.3	12.3	E
37	Zephyr	21.0	4.9	E
3	Barton	6.5	2.6	N
22	Bonpland	9.0	2.3	N
16	Burnt	16.3	2.3	N
2	Burton	9.1	14.8	N
8	Carnelian Bay	7.0	2.6	N
9	Carnelian Canyon	7.5	9.2	N
6	Cedar Flats	8.3	4.7	N
5	Dollar	6.5	4.7	N
	East Stateline Point		4.8	N
14	First	15.6	4.5	N
11	Griff	13.6	11.8	N
19	Incline	17.5	17.4	N
12	Kings Beach	14.5	1.6	N
4	Lake Forest	4.2	1.8	N
24	Marlette	21.8	11.3	N
20	Mill	17.3	12.4	N
	Sand Harbor		5.6	N
15	Second	19.1	4.8	N
25	Secret Harbour	12.2	11.1	N
1	Tahoe State Park	10.0	3.1	N
10	Tahoe Vista	11.4	15.5	N
18	Third	14.2	15.5	N
21	Tunnel	14.1	4.4	N
7	Watson	4.3	6.0	N
17	Wood	13.0	6.1	N
42	Bijou	11.7	7.3	S
41	Bijou Park	18.5	8.0	S
	Camp Richardson		10.1	S
48	Cascade	12.0	11.1	S
47	Tallac	8.4	11.9	S

46	Taylor	8.0	41.0	S
43	Trout	14.9	106.6	S
44	Upper Truckee	16.6	144.2	S
62	Blackwood	17.4	28.8	W
26	Bliss	14.0	1.6	W
50	Bliss State Park	5.5	5.4	W
49	Eagle	7.0	20.4	W
	Eagle Rock		2.1	W
45	General	16.1	23.3	W
59	Homewood	13.1	2.6	W
53	Lonely Gulch	8.3	2.8	W
60	Madden	9.3	5.9	W
57	McKinney	7.2	22.2	W
55	Meeks	13.0	5.7	W
52	Paradise Flat	18.0	2.9	W
58	Quail Lake	6.5	4.2	W
51	Rubicon	9.2	7.4	W
54	Sierra	6.0	3.1	W
63	Ward	13.9	34.2	W

Table 5- Distribution of average, combined stability-index by basin quadrant.

Combined stability-index percentiles					Quadrant
10 th	25 th	50 th	75 th	90 th	
13.0	14.3	15.8	17.6	19.1	E
6.5	7.9	12.2	15.1	17.5	N
8.2	10.0	12.0	15.7	17.4	S
6.2	7.1	9.3	13.9	16.9	W

Estimates of Fine-Sediment Loadings: T/y <0.063 mm

Initial analysis of fine-sediment (<0.063 mm) loadings in T/y to Lake Tahoe from all 63 watersheds were conducted using the distributions of fine-sediment yields and the combined-stability index, and applied to streams with no historical loadings data. The procedure was:

1. Determine the average, combined stability index for the stream (Table 4);
2. Calculate the distribution of average values by basin quadrant (10th, 25th, 50th, 75th, and 90th) (Table 5);
3. For a given stream, use the appropriate percentile class based on the combined-stability index distribution, and apply to the same percentile of the distribution of fine-grained (<0.063mm) suspended-sediment yield (Table 3);
4. Obtain the fine-grained (<0.063mm) suspended-sediment yield from the table and multiply by basin area to obtain average, annual fine-sediment load in T/y.

On average, approximately 5,200 T/y of fine (<0.063 mm) sediment is delivered to Lake Tahoe from the 63 contributing watersheds. Loadings from the north, south and west quadrants are similar, with contributions representing 32%, 37% and 30%, respectively. Results are mapped in

Figures 5 and 6 showing annual fine-sediment loadings in T/y and percent contribution to the lake.

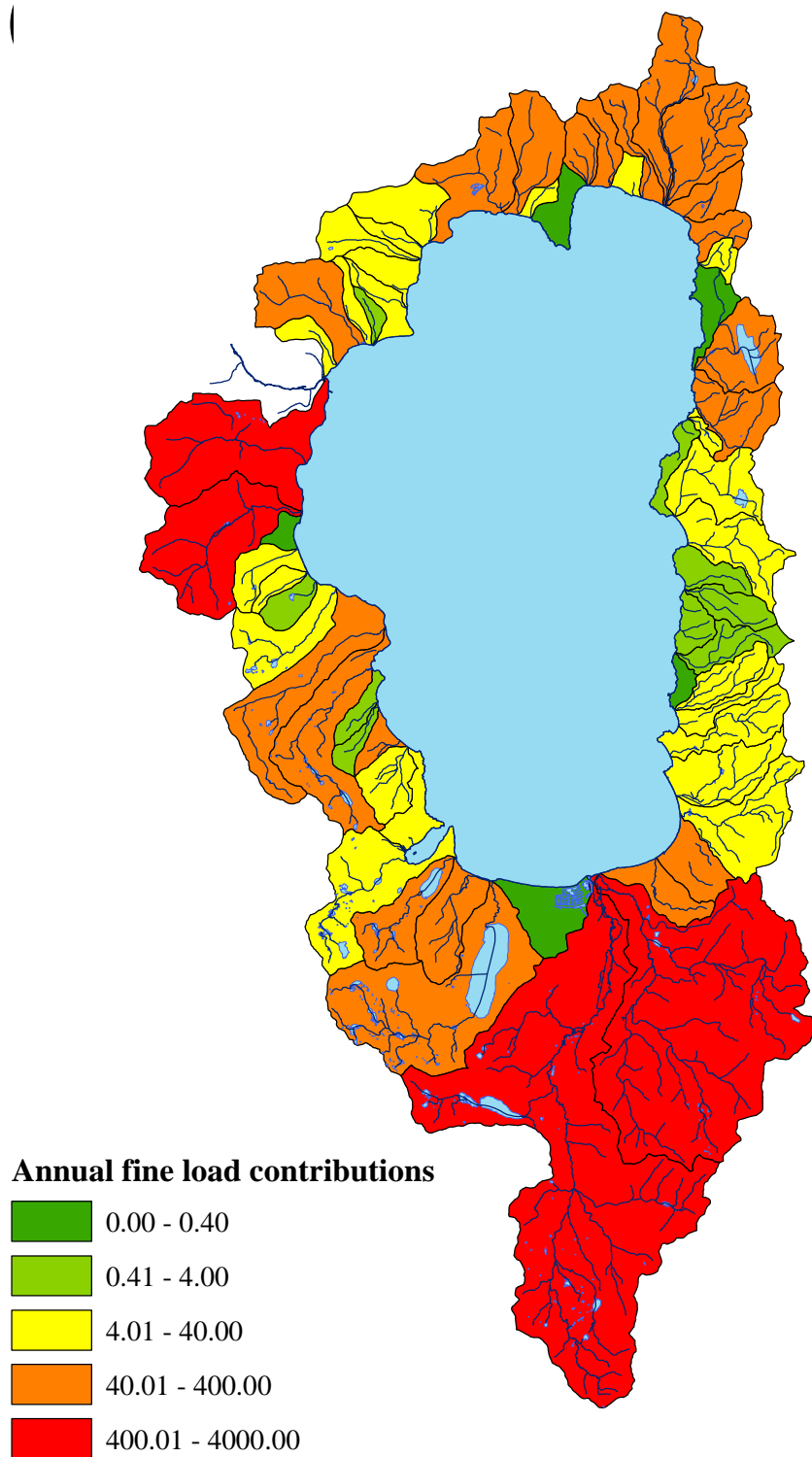


Figure 5. Median, annual contribution of fine sediment (<63um) in T/y.

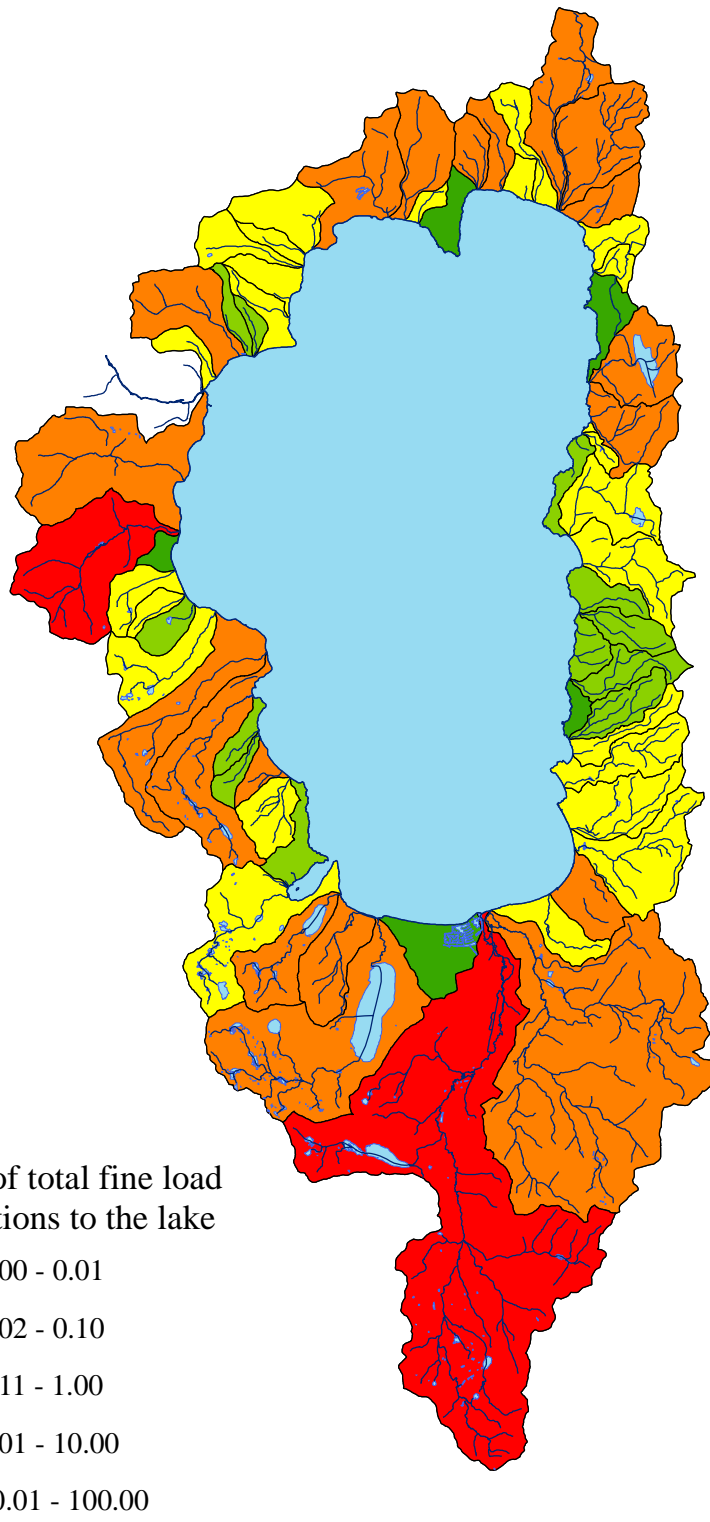


Figure 6. Percent of annual contribution of fine suspended sediment (<63um).

Estimates of Fine-Sediment Particle Flux: $n/y < 0.020$ mm

The fundamental approach to developing estimates of basinwide fine-particle flux to Lake Tahoe were based on similar techniques to those used above. That is, using distributions of particle flux by basin quadrant from measured data and regression relations and then applying those relations to streams with no fine-particle flux data. Particle flux is defined as the product of the concentration of particles per volume of water times the flow rate:

$$n = C Q \alpha \tag{1}$$

where n = particle flux, the number of particles per second; C = concentration in mg/l; Q = discharge in ft^3/s ; and α = factor to convert from per milliliter to per ft^3 .

Rabidoux (2005) used relations between flow discharge and particle flux to develop loadings estimates for sites with measured fine-particle data (Table 6).

Table 6- Sampling sites of water-sediment mixtures by U. California, Davis between 2002 and 2004 (Rabidoux, 2005). Note: * = additional samples taken at other sites along stream.

Stream	USGS station number	Number of samples
Blackwood Creek	10336660	71
Eagle Rock Creek	103367592	59
Edgewood Creek	10336760	62
General Creek	10336645	69
Glenwood Creek	10336730	59
Incline Creek*	10336700	73
Logan House Creek	10336740	59
Third Creek	10336698	72
Trout Creek*	10336790	65
Upper Truckee River*	10336610	72
Ward Creek	10336676	75

Preliminary analysis of relations between flow discharge and particle concentration in n/ml undertaken in this study using the same data set showed extremely low regression coefficients and flat regression slopes (Figure 7). An example of the regression for Blackwood Creek is shown in Figure 8. The lack of significant relations between concentration of fine particles and flow is not surprising given that particles finer than sand, and particularly those finer than silt, are not hydraulically controlled. Thus relations between particle flux and water discharge are almost akin to multiplying discharge by a constant particle concentration. This provides an explanation for the strength of the relations reported by Rabidoux (2005) (Figure 9).

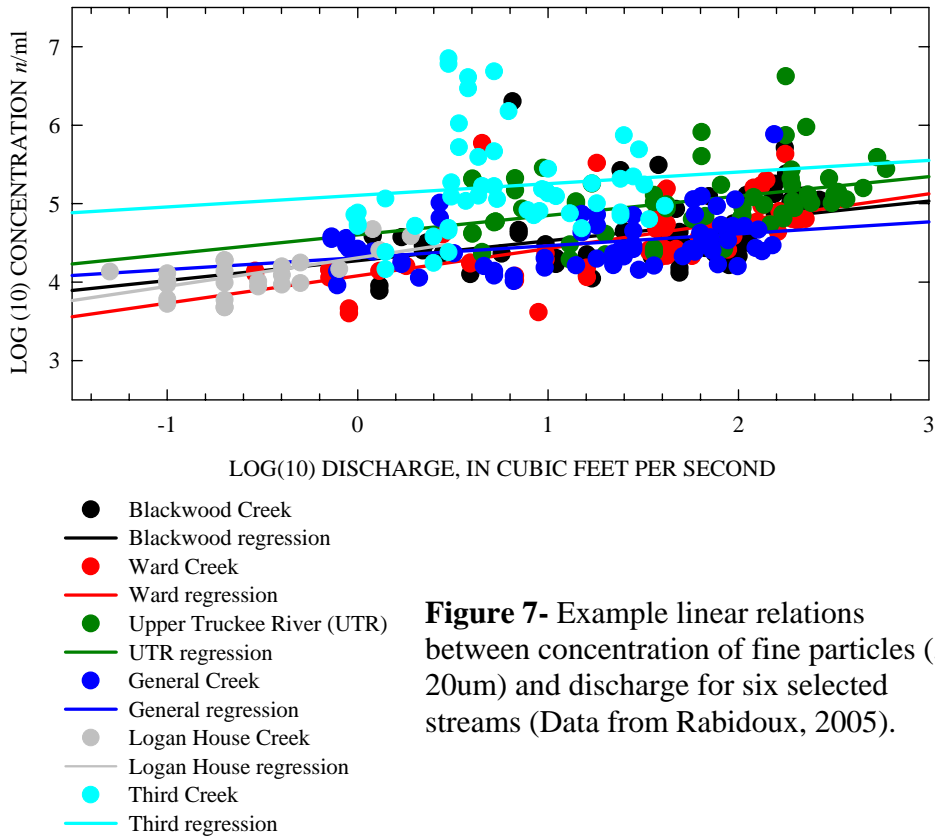


Figure 7- Example linear relations between concentration of fine particles (5-20um) and discharge for six selected streams (Data from Rabidoux, 2005).

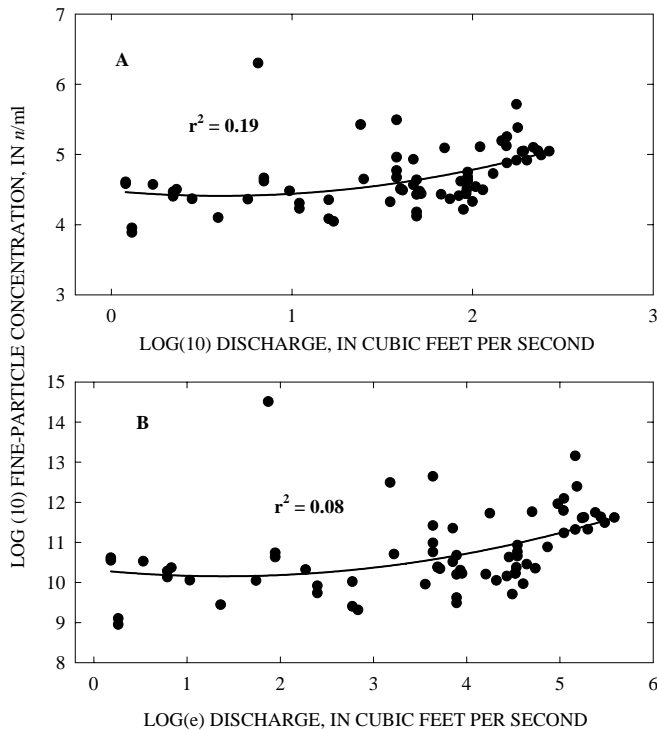


Figure 8. Example quadratic relations of fine-particle concentration (5-20µm) regressed against discharge for Blackwood Creek using data from Rabidoux (2005) and showing very low coefficients of determination between variables using log base 10 (A), and natural log (B).

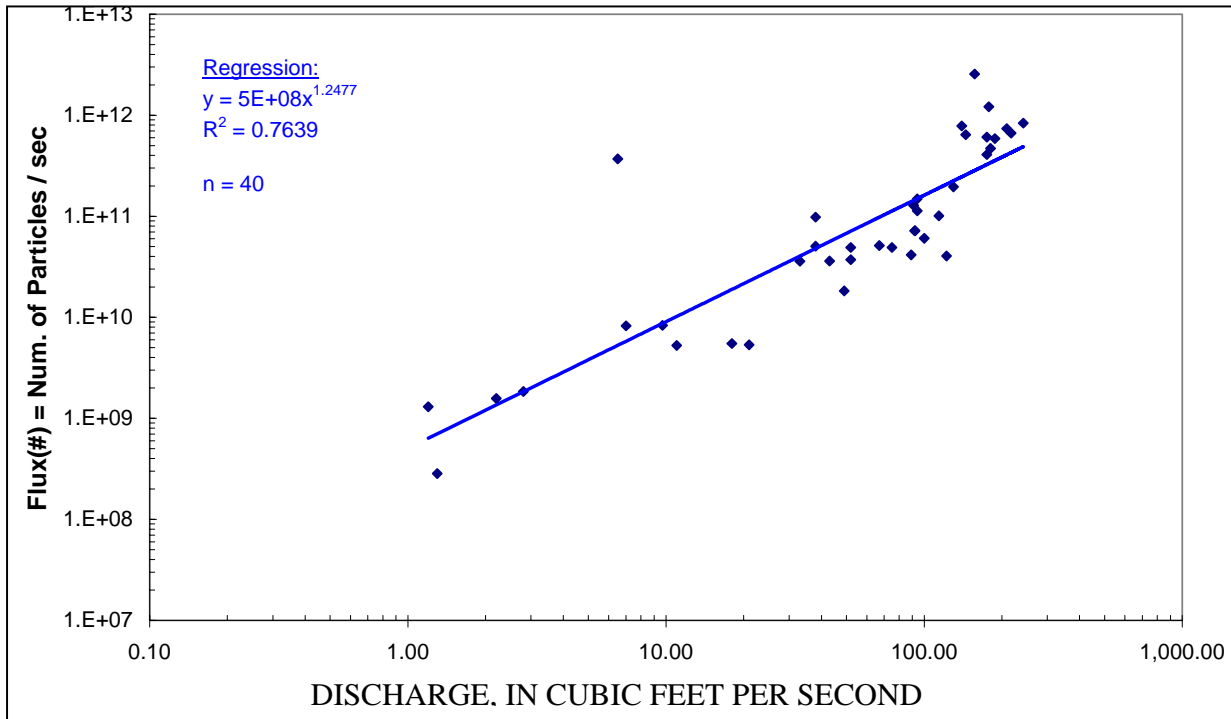


Figure 9- Relation between flow discharge and fine=particle (<0.020mm) flux for Blackwood Creek. Modified from written commun., A. Rabidou (2005).

More meaningful relations for extrapolating annual particle flux (in n/y) were obtained by regressing total, suspended-sediment concentration (in mg/l) as analyzed by the USGS using conventional methods, with particle concentration of the 5 -20 μ m fraction (in n/ml) analyzed using the Liquilaz instrument (Table 6). The improvement in r^2 values can be seen by comparing the values for the selected stations shown in Table 7. That the slope of the regression lines are significantly greater than 0.0 also attests to the improved viability of the regressions. Relations developed in log-log space for the 11 sites with particle flux data are shown in Figure 10. Regression of these two variables provides a functional link between the total mass of suspended-sediment transported at a given time and the number of particles in the 5 -20 μ m fraction.

Table 7- Coefficients of determination (r^2 -values) and regression slopes for relations between fine-particle (5-20 μ m) concentration and discharge (Q) and total suspended-sediment concentration (C) for selected stations. Note the improved relations for regressions of n with C .

Particle concentration (n) vs. Q			Particle concentration (n) vs. C		
Stream	r^2	Slope of regression	Stream	r^2	Slope of regression
Blackwood	0.16	0.25	Blackwood	0.67	0.79
Ward	0.35	0.35	Ward	0.74	0.74
Upper Truckee	0.14	0.25	Upper Truckee	0.52	0.51
General	0.13	0.15	General	0.31	0.39
Logan House	0.40	0.36	Logan House	0.62	0.55
Third	0.01	0.15	Third	0.36	0.51

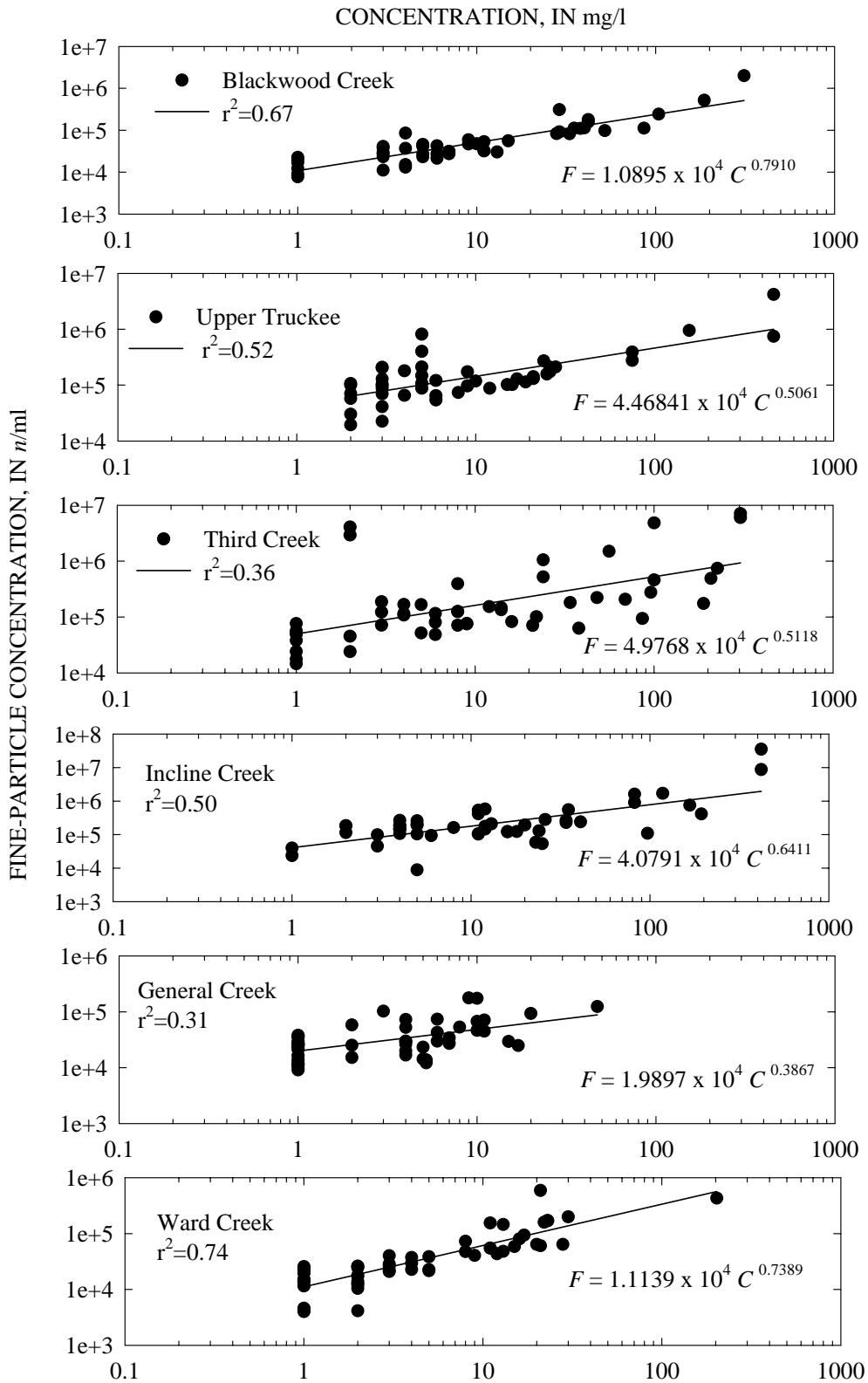


Figure 10- Regressions between fine-particle (5-20 μ m) concentration in n/ml and total, suspended-sediment concentration in mg/l.

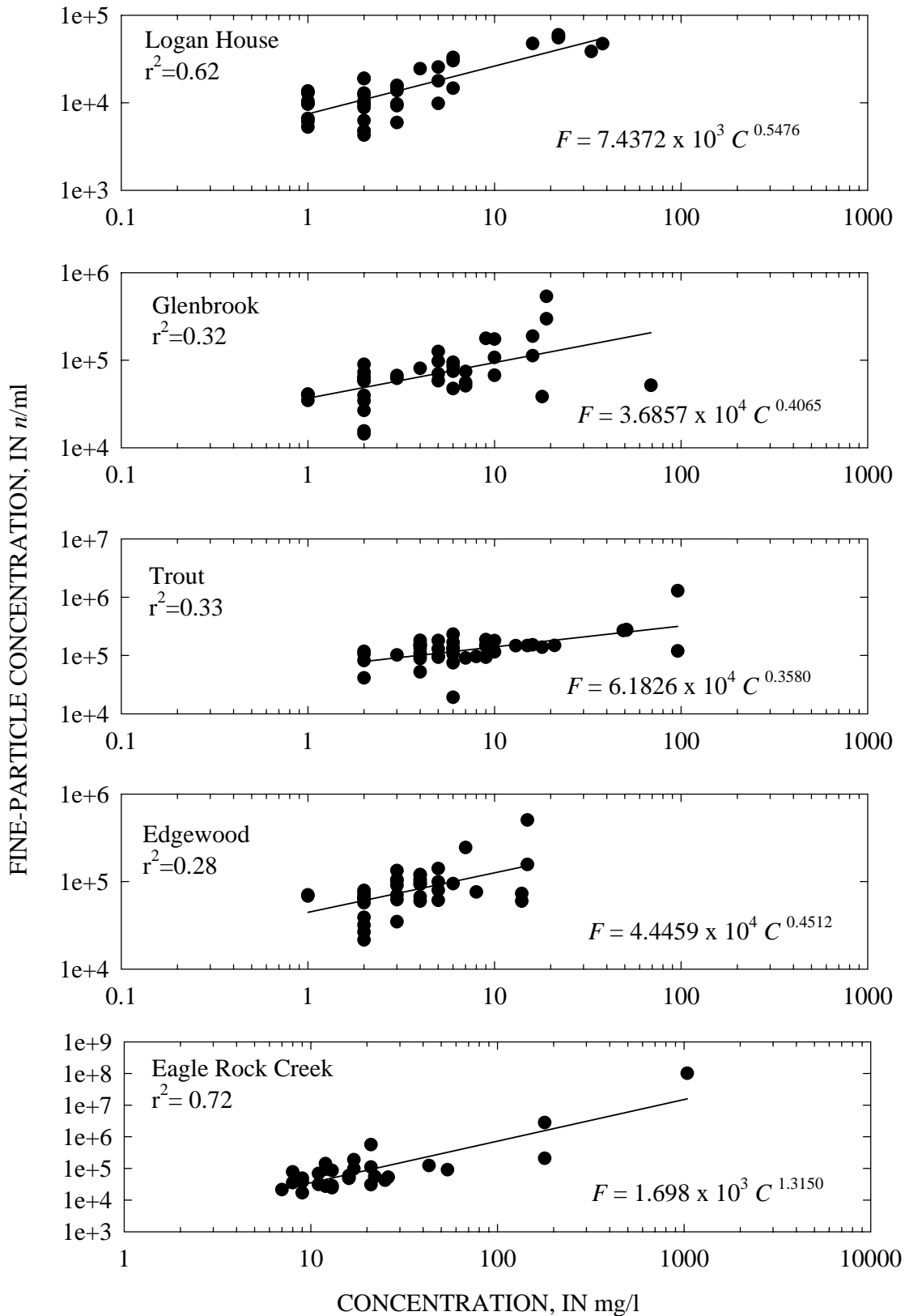


Figure 10- cont'd.

To obtain estimates of annual, fine-particle (5-20 μm) flux, the relations shown in Figure 10 were to be applied to total, suspended-sediment load data for each of the stations over their daily-values period of record. Thus, the daily suspended-sediment loads calculated in Simon *et al.* (2003) for the index stations were used. As it serves as a basis for annual flux estimates, a review of the procedures used in this earlier study to calculate daily loads is appropriate.

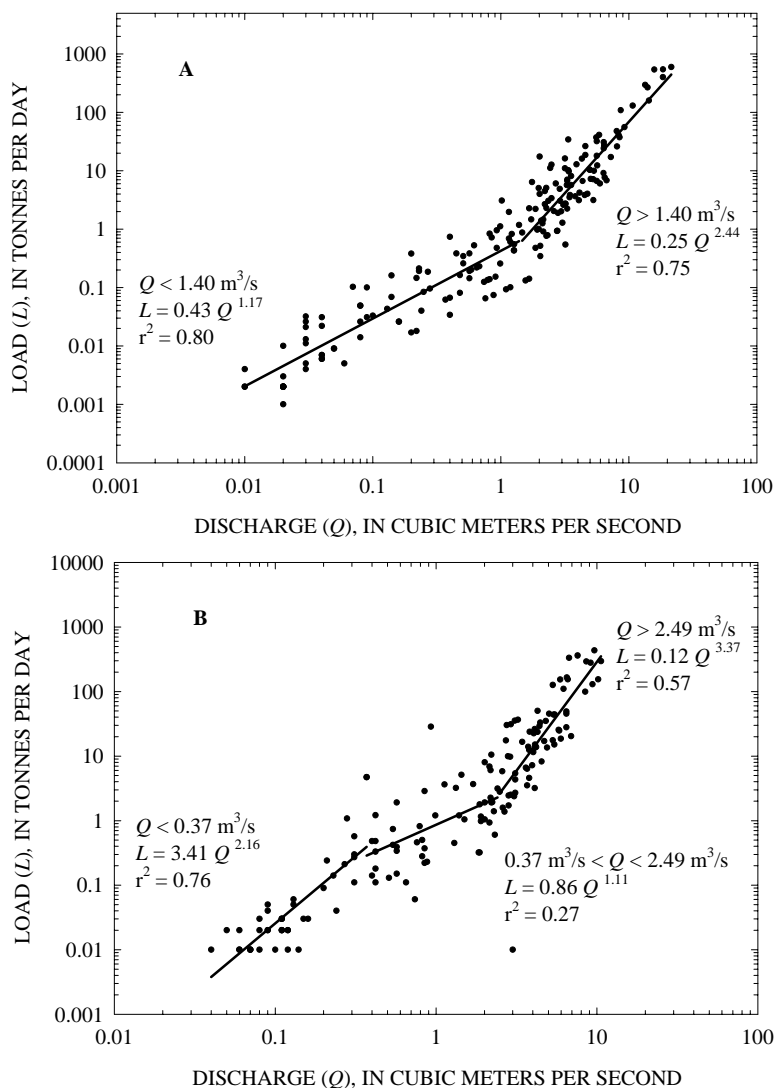


Figure 11. Example of two- and three-segment suspended-sediment rating relations for Blackwood Creek (A), and General Creek (B).

events throughout the Lake Tahoe Basin. Suspended-sediment loads resulting from this event were very high, representing the peak of record in some watersheds (Simon *et al.* 2003). A summary of the number and type of rating relations used to calculate daily, suspended-sediment loads from each of the index stations is shown in Table 8 while the pre- and post-1997 rating equations are shown in Tables 9 and 10, respectively..

Daily suspended-sediment load data were calculated for each of the index stations from mean-daily flow data and the sediment-rating relations developed in Simon *et al.* (2003). These suspended-sediment transport ratings represent flow and concentration (or load) data collected over extended periods (up to 40 years; Table 2). In a number of cases, the transport relations were not represented by a single linear segment (in log-log space) but were split into several segments to appropriately represent the relation between flow and load over the range of possible discharges (Figure 11). In addition, rating relations for a given site displayed shifts with time, requiring different relations to be used for different time periods. These were generally split into pre- and post-1997, thus accounting for the effects of the large New Year's Day rainstorm in 1997 that created super-saturated snow packs and resulted in large runoff

Table 8- Number and type of suspended-sediment rating relations used to calculate mean-daily suspended-sediment loads.

Stream	Station	Data Period		Pre / Post 1997 data available ?	Number of Rating Sections: Pre 1997	Number of Rating Sections: Post 1997
		Flow	Suspended Sediment			
Blackwood	10336660	10/1/60-9/30/01	5/16/74-8/19/02	Y	3	3
Eagle Rock	103367592	11/18/89-9/30/00	11/2/89-9/13/02	Y	1	1
Edgewood	10336760	10/1/92-9/30/00	8/20/92-9/13/02	Y	1	1
General	10336645	7/7/80-9/30/01	4/30/81-9/19/02	Y	2	2
Glenbrook	10336730	10/1/71-9/30/00	10/18/71-9/13/02	Y	1	2
Incline	10336700	10/1/69-9/30/00	10/15/69-9/16/02	Y	1	1
Logan House	10336740	10/1/83-9/30/00	5/10/84-9/13/02	Y	2	2
Third	10336698	10/1/69-9/30/00	10/15/69-9/16/02	Y	1	1
Trout	10336790	10/1/71-9/30/92	3/4/72-9/11/02	Y	1	0
UTR	10336610	10/1/71-9/30/01	11/4/72-9/12/02	Y	1	1
Ward	10336676	10/1/72-9/30/01	12/20/72-9/19/02	Y	2	2

Table 9- Pre-1997 suspended-sediment rating relations used to calculate mean daily suspended-sediment loads.

Stream	Station	Rating Relations					
		Eq. 1	Eq. 1 limit	Eq. 2	Eq. 2 limit	Eq. 3	Eq. 3 limit
		(T)	(m ³ /s)	(T)	(m ³ /s)	(T)	(m ³ /s)
Blackwood	10336660	$L = .07Q^{1.48}$	$Q < 1.47$	$L = 1.15Q^{2.09}$	$1.47 < Q < 10.62$	$L = 1.35Q^{2.18}$	$Q > 10.6$
Eagle Rock	103367592	$L = 9.3Q^{1.82}$	All flows				
Edgewood	10336760	$L = 3.29Q^{1.84}$	All flows				
General	10336645	$L = .430Q^{1.17}$	$Q < 1.40$	$L = .248Q^{2.44}$	$Q > 1.40$		
Glenbrook	10336730	$L = 2.23Q^{1.34}$	All flows				
Incline	10336700	$L = 26.6Q^{2.19}$	All flows				
Logan House	10336740	$L = 1.35Q^{1.32}$	$Q < 0.038$	$L = 30.3Q^{2.16}$	$Q > 0.038\text{cms}$		
Third	10336698	$L = 38.6Q^{2.01}$	All flows				
Trout	10336790	$L = 1.23Q^{1.61}$	All flows				
Trout	10336770	$L = 1.96Q^{2.04}$	All flows				
UTR	10336610	$L = .991Q^{1.55}$	All flows				
Ward	10336676	$L = 1.26Q^{1.43}$	$Q < 2.00$	$L = .404Q^{2.69}$	$Q > 2.00$		

Table 10- Post-1997 suspended-sediment rating relations used to calculate mean-daily suspended-sediment loads.

Stream	Station	Rating Relations					
		Eq. 1	Eq. 1 limit	Eq. 2	Eq. 2 limit	Eq. 3	Eq. 3 limit
		(T)	(m ³ /s)	(T)	(m ³ /s)	(T)	(m ³ /s)

Blackwood	10336660	$L=3.41Q^{2.16}$	$Q < 0.37$	$L =.865Q^{1.11}$	$0.37<Q<2.49$	$L= 0.12Q^{3.37}$	$Q > 2.49$
Eagle Rock	103367592	$L =.701Q^{1.05}$	All flows				
Edgewood	10336760	$L =1.32Q^{1.57}$	All flows				
General	10336645	$L =.703Q^{1.48}$	$Q < 2.00$	$L =.232Q^{2.93}$	$Q > 2.00$		
Glenbrook	10336730	$L =0.54Q^{1.08}$	$Q<0.085$	$L =0.27Q^{1.60}$	$Q > 0.085$		
Incline	10336700	$L =3.70Q^{1.86}$	All flows				
Logan House	10336740	$L =1.37Q^{1.39}$	$Q<0.060$	$L = 118Q^{3.09}$	$Q > 0.060$		
Third	10336698	$L =4.09Q^{1.94}$	All flows				
Trout	10336780	$L =2.27Q^{1.87}$	All flows				
Trout	10336775	$L =.562Q^{1.81}$	All flows				
Trout	10336770	$L =.774Q^{1.81}$	All flows				
UTR	10336610	$L=.784Q^{1.33}$	All flows				
Ward	10336676	$L =.58Q^{1.41}$	$Q < 2.00$	$L =.158Q^{2.98}$	$2.0<Q<16.0$	Pre-1997 eq 2	$Q > 16.0$

The number of fine particles (5-20 μm) transported on a given day was thus calculated for each day at each index station based on the equations in Figure 10 transposed to relations between fine-particle flux (in n/d) and suspended-sediment load (in T/d) (Table 11). This was done because the daily, sediment loadings data sets from Simon *et al.* (2003) were expressed in T/d. Summing the daily values for each year provided an annual fine-particle flux for each year of record. An example from the Upper Truckee River (station 10336610) is shown in Table 12.

Table 11- Regression equations between fine-particle flux (in n/d) and suspended-sediment load (in T/d) used to calculate the daily and annual flux for each index station.

Stream	Function	Basin Area (km ²)	Median Annual Flux	Median Annual-Flux Yield
Trout Creek 10336790	$F = 1.3358 \times 10^{16} L^{0.6310}$	106.6	4.18E+18 (8.16E+18) ¹	4.00E+16 (8.59E+16) ¹
Glenbrook Creek 10336730	$F = 5.2060 \times 10^{15} L^{0.7632}$	13.0	1.03E+17	9.81E+15
Edgewood Creek 10336760	$F = 7.1390 \times 10^{15} L^{0.6894}$	17.2	4.67E+17	3.28E+16
Incline Creek 10336700	$F = 9.0419 \times 10^{15} L^{0.6834}$	17.4	2.42E+18	1.33E+17
Logan House Creek 10336740	$F = 1.4239 \times 10^{15} L^{0.8100}$	5.6	9.29E+15	1.72E+15
General Creek 10336645	$F = 1.3679 \times 10^{15} L^{0.7499}$	23.3	2.05E+17	1.06E+16
Third Creek 10336698	$F = 7.6192 \times 10^{15} L^{0.6174}$	15.5	3.37E+18	2.15E+17
Ward Creek 10336676	$F = 6.6512 \times 10^{15} L^{0.9080}$	34.2	4.56E+18	1.82E+17
Upper Truckee River 10336610	$F = 1.7579 \times 10^{16} L^{0.7141}$	144.2	1.93E+19	1.36E+17

Blackwood Creek 10336660	$F = 5.1054 \times 10^{15} L^{0.8126}$	28.8	5.44E+18	1.88E+17
Eagle Rock Creek 103367592	$F = 8.1701 \times 10^{15} L^{1.1836}$	1.53	1.74E+16	1.14E+16

F = fine-particle (0.5 – 20µm) flux, in number per day (n/d); L = suspended-sediment load in Tonnes per day (T/d).

¹ = Values calculated using flux-load relation from station 10336790 with flow and load data from 10336780.

Table 12- Calculation of annual fine-particle (<0.020mm) flux and flux yield for the Upper Truckee River (station 1033610)

Year	Annual Load (T)	Yield (T/km ²)	Annual Flux (n)	Annual Flux Yield (n/y)
1972	2370	16.67	1.93E+19	1.36E+17
1973	3325	23.38	2.40E+19	1.69E+17
1977	293	2.06	4.35E+18	3.06E+16
1981	1840	12.94	1.52E+19	1.07E+17
1982	7320	51.49	4.29E+19	3.02E+17
1983	8903	62.62	5.13E+19	3.61E+17
1984	4333	30.47	2.84E+19	2.00E+17
1985	1407	9.90	1.29E+19	9.08E+16
1986	5848	41.13	3.46E+19	2.44E+17
1987	641	4.51	7.16E+18	5.04E+16
1988	403	2.83	5.60E+18	3.94E+16
1989	2493	17.53	1.94E+19	1.37E+17
1990	755	5.31	8.34E+18	5.87E+16
1991	977	6.87	9.60E+18	6.76E+16
1992	516	3.63	6.49E+18	4.56E+16
1993	3965	27.89	2.72E+19	1.91E+17
1994	474	3.33	6.03E+18	4.24E+16
1995	8652	60.85	4.80E+19	3.38E+17
1996	5146	36.19	3.44E+19	2.42E+17
1997	2678	18.83	2.00E+19	1.41E+17
1998	2430	17.09	2.02E+19	1.42E+17
1999	2034	14.31	1.71E+19	1.20E+17
2000	1079	7.59	1.11E+19	7.78E+16
Mean	2951	20.8	2.06E+19	1.45E+17
Median	2370	16.7	1.93E+19	1.36E+17
Max	8903	62.6	5.13E+19	3.61E+17

To summarize, estimates of fine-sediment (<0.020 mm) flux in n/y from each index station were obtained using the following procedure.

1. Relations were developed between total, suspended-sediment concentration (in mg/l) and particle concentration (in n/ml) of the 5-20mm fraction (Figure 10);

2. Relations from (1) above, were converted to fine-particle concentration (in n/d) and suspended-sediment load (in T/d) (Table 11);
3. Particle flux in n/d were calculated for each day of historic flow record at each site from the equations in Table 11;
4. Data for each year were summed to obtain an annual value;
5. An average, annual value was calculated by summing the number of particles transported during each year of flow record, and dividing by the number of years (See Table 12); and
6. Average, annual particle flux (in n/y) was divided by basin area to obtain an average, annual particle-flux yield (in $n/y/km^2$).

The procedure for extrapolating average, annual fine-particle flux yield data to ungaged watersheds was accomplished by first sorting the average, annual values (in $n/y/km^2$) by basin quadrant and determining the distribution within each quadrant. As done previously, distributions for each quadrant were defined in terms of the 10th, 25th, 50th, 75th, and 90th percentiles. For a given stream, the correct quadrant and appropriate percentile class is selected based on the combined-stability index distribution (Table 5). That same quadrant, percentile class is then selected from the average, annual flux yield distribution in Table 13. By multiplying that value by the basin area (in km^2) the average, annual particle flux of the 5-20 μm fraction (in $n/y/km^2$) was obtained.

Table 13- Distribution of average, annual flux yields in $n/y/km^2$ by basin quadrant.

Percentiles of average, annual flux yield in $n/y/km^2$					Quadrant
10 th	25 th	50 th	75 th	90 th	
3.34E+15	5.77E+15	9.81E+15	2.13E+16	2.82E+16	E
1.41E+17	1.54E+17	1.74E+17	1.95E+17	2.07E+17	N
4.92E+16	6.30E+16	8.59E+16	1.11E+17	1.26E+17	S
4.49E+16	9.63E+16	1.82E+17	1.85E+17	1.87E+17	W

A summary of the results, using the above procedure is shown in Table 14. On average, a total of 7.79E+19 fine particles (<0.020 mm) are delivered to Lake Tahoe on an annual basis from the 63 contributing watersheds. The spatial distribution of fine-particle flux in n/y and the relative contribution (in percent) from each watershed are displayed in Figures 12 and 13, respectively.

Table 14- Summary of annual fine load (<0.063mm) and annual fine-particle flux (<0.020mm) for watersheds draining to Lake Tahoe.

Watershed	Stream name	Quadrant	Annual Fine Load (<63um) tonnes/y	% of Load (<63um)	% by Quadrant (<63um)	Annual Flux (0.5 - 20 um) number/y	% of Load (0.5 - 20 um)	% by Quadrant (0.5 - 20 um)
39	Burke	E	5.9	0.11		4.28E+16	0.05	
32	Cave Rock	E	3.5	0.07		6.12E+16	0.08	
27	Dead Mans Point	E	1.8	0.03		1.58E+16	0.02	
40	Edgewood	E	11.4	0.22		4.67E+17	0.60	
29	Glenbrook	E	7.0	0.13		1.03E+17	0.13	
33	Lincoln	E	3.7	0.07		3.84E+16	0.05	
31	Logan House	E	2.3	0.04		9.29E+15	0.01	
38	McFaul	E	10.7	0.21		2.17E+17	0.28	
30	North Logan House	E	3.3	0.06		4.12E+16	0.05	
35	North Zephyr	E	4.7	0.09		6.65E+16	0.09	
	Skyland	E	-	-		-	-	
28	Slaughterhouse	E	8.6	0.17		1.21E+17	0.15	
37	Zephyr	E	6.1	0.12	1.3	1.37E+17	0.18	1.7
3	Barton	N	4.9	0.09		3.70E+17	0.48	
22	Bonpland	N	8.7	0.17		3.49E+17	0.45	
16	Burnt	N	36.2	0.70		4.69E+17	0.60	
2	Burton	N	79.9	1.53		2.43E+18	3.12	
8	Carnelian Bay	N	7.8	0.15		1.16E+17	0.15	
9	Carnelian Canyon	N	35.4	0.68		1.42E+18	1.82	
6	Cedar Flats	N	18.0	0.35		7.23E+17	0.93	
5	Dollar	N	8.8	0.17		6.62E+17	0.85	
	East Stateline Point	N	-	-		-	-	
14	First	N	61.7	1.18		8.79E+17	1.13	
11	Griff	N	121	2.33		2.16E+18	2.78	
19	Incline	N	129	2.48		1.63E+18	2.09	
12	Kings Beach	N	22.4	0.43		3.02E+17	0.39	
4	Lake Forest	N	3.4	0.06		2.56E+17	0.33	
24	Marlette	N	199.2	3.83		2.34E+18	3.01	
20	Mill	N	218.8	4.20		2.57E+18	3.30	
	Sand Harbor	N	-	0.00		-	-	
15	Second	N	84.0	1.61		9.89E+17	1.27	
25	Secret Harbour	N	78.5	1.51		1.92E+18	2.47	
1	Tahoe State Park	N	8.8	0.17		5.14E+17	0.66	
10	Tahoe Vista	N	110	2.11		2.69E+18	3.46	
18	Third	N	318	6.11		3.37E+18	4.33	
21	Tunnel	N	44.2	0.85		8.13E+17	1.04	
7	Watson	N	11.2	0.22		8.49E+17	1.09	
17	Wood	N	43.5	0.83	31.8	1.07E+18	1.37	37.1
42	Bijou	S	43.9	0.84		6.28E+17	0.81	
41	Bijou Park	S	55.0	1.06		1.01E+18	1.29	
	Camp Richardson	S	-	-		-	-	
48	Cascade	S	66.8	1.28		9.57E+17	1.23	
47	Tallac	S	60.7	1.17		5.83E+17	0.75	
46	Taylor	S	210	4.03		2.01E+18	2.59	
43	Trout	S	462	8.87		4.18E+18	5.37	
44	Upper Truckee	S	1010	19.40	36.6	1.93E+19	24.8	36.8
62	Blackwood	W	846	16.25		5.44E+18	6.98	
26	Bliss	W	20.8	0.40		2.96E+17	0.38	
50	Bliss State Park	W	4.4	0.08		2.43E+17	0.31	
49	Eagle	W	21.8	0.42		1.96E+18	2.52	
	Eagle Rock	W	-	-		-	-	
45	General	W	53.3	1.02		2.05E+17	0.26	
59	Homewood	W	33.9	0.65		4.83E+17	0.62	
53	Lonely Gulch	W	3.9	0.08		3.92E+16	0.05	
60	Madden	W	11.4	0.22		1.07E+18	1.37	
57	McKinney	W	20.2	0.39		2.14E+18	2.74	
55	Meeks	W	73.8	1.42		2.55E+17	0.33	
52	Paradise Flat	W	54.3	1.04		5.35E+17	0.69	
58	Quail Lake	W	3.4	0.06		2.93E+17	0.38	
51	Rubicon	W	14.3	0.27		1.35E+18	1.73	
54	Sierra	W	2.5	0.05		1.38E+17	0.18	
63	Ward	W	412	7.91	30.3	4.56E+18	5.85	24.4
Total			5206	100		7.79E+19	100	100

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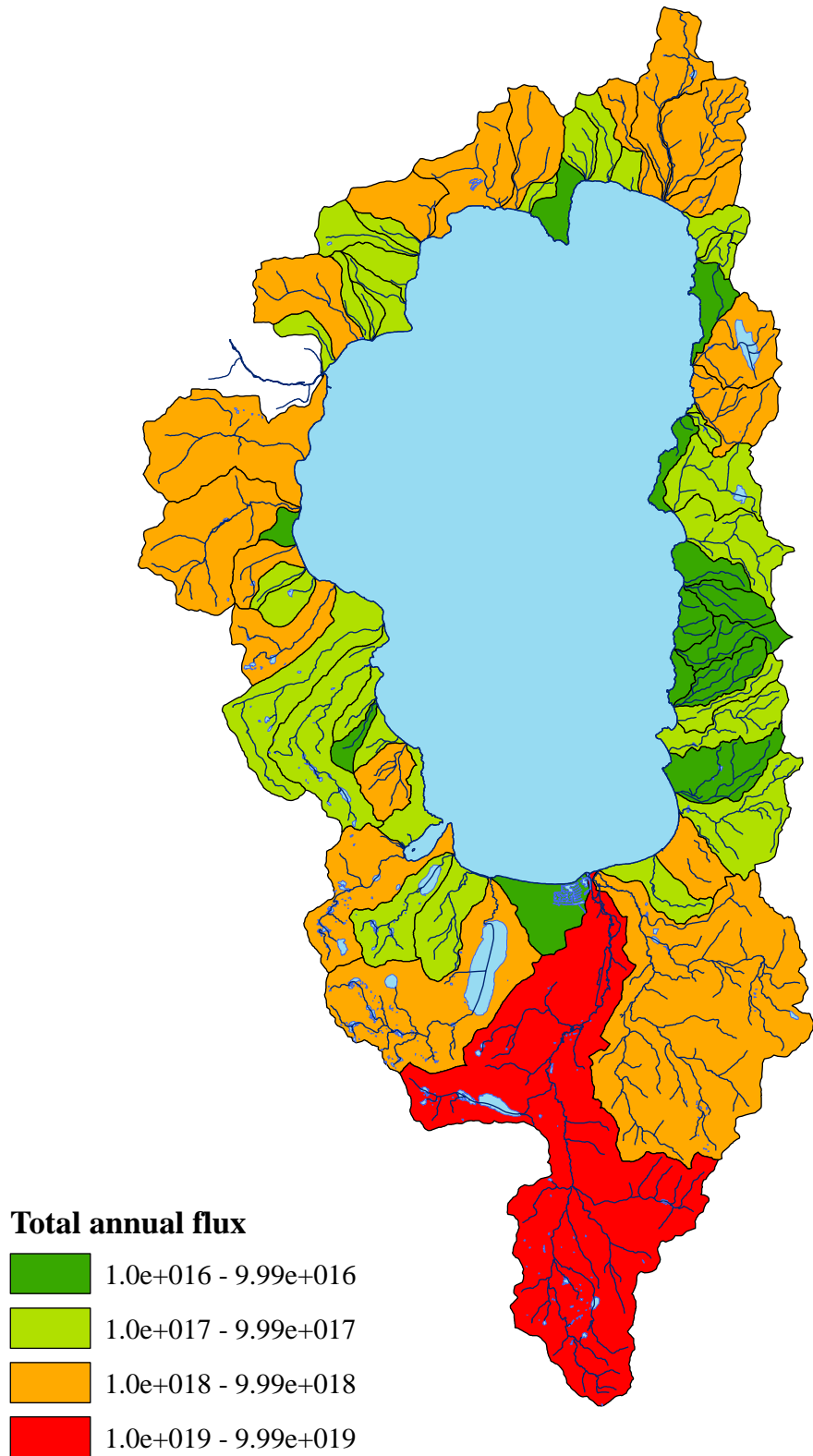


Figure 12. Median annual fine-particle flux (0.5 – 20 μm) to Lake Tahoe, in *n/y*.

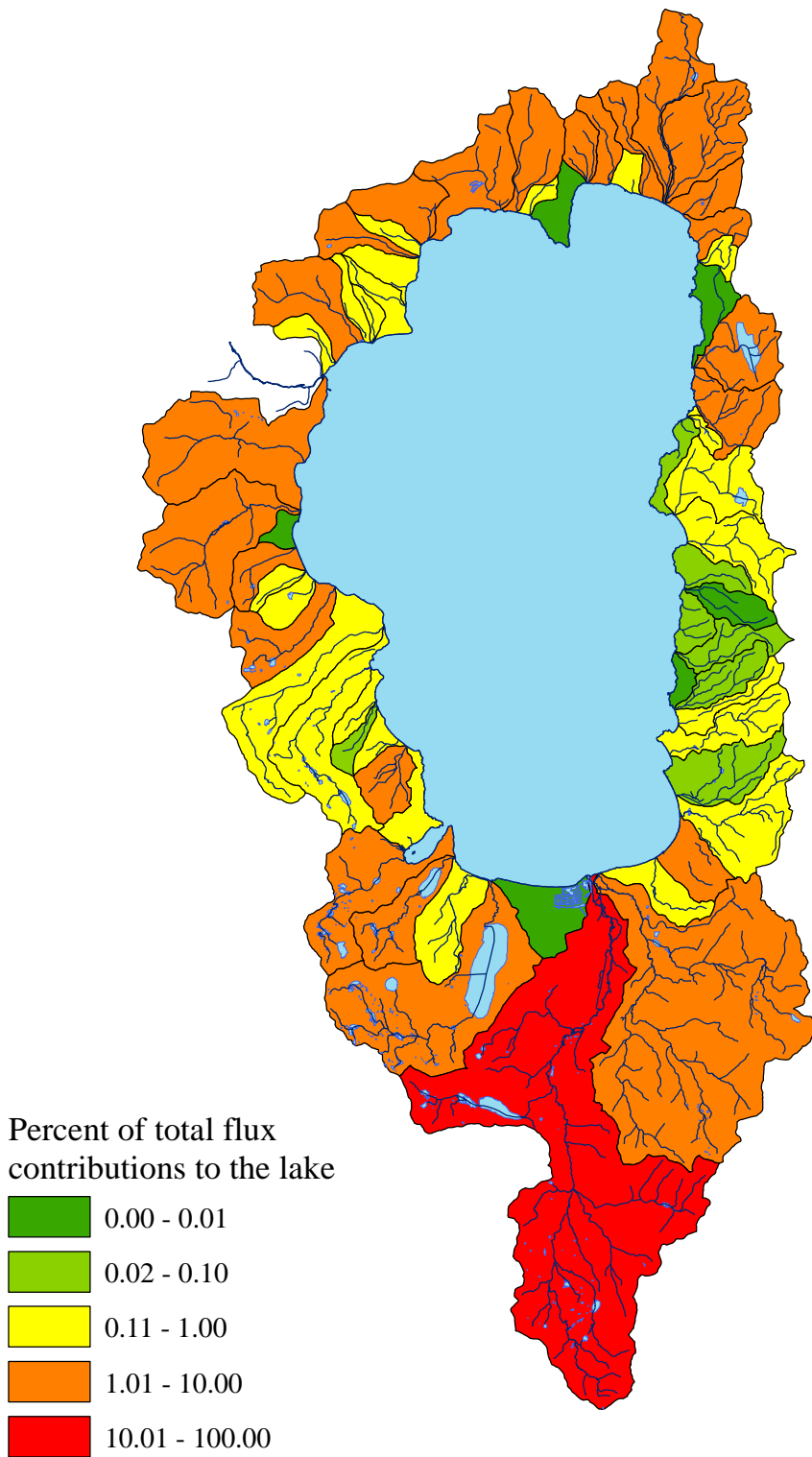


Figure 13. Percent contribution of annual fine-particle flux (0.5 – 20 um) to Lake Tahoe.

Estimates of Fine-Sediment Contributions from Streambank Erosion: <0.063 mm

Whereas estimates of fine-particle loadings and flux to Lake Tahoe relied on generating relations between total, suspended-sediment loadings and fine-particle loadings or flux from measured data at various index stations, estimates of fine-sediment contributions from streambank erosion presented a different challenge. In this case, the fine-particle loadings or flux measured at the index stations or estimated by the previously discussed procedures, represent fine-sediment loadings from all possible sources. This could include floodplains, slopes and channel beds and banks. Once again, in the absence of resources to perform deterministic, numerical simulations of all contributing streams, empirical procedures were utilized. In general, the technique to estimate basinwide fine-sediment contributions from streambank erosion relied on extrapolating rates of streambank erosion obtained from time-series measurements of monumented cross sections or from numerical simulations with the CONCEPTS channel evolution model (Nolan and Hill, 1991; Simon *et al.*, 2003)

Availability of Data: Time-Series Cross Sections

Cross sections on Blackwood, General, Logan House, and Edgewood Creeks were monumented with metal fence posts and labeled with brass plates (Hill *et al.* 1990) by the U.S. Geological Survey in 1983 and 1984. Original survey notes were obtained from the USGS and new surveys were conducted at as many of these sites as could be located during the fall of 2002 and summer of 2004. Time-series cross sections of the Upper Truckee River were originally surveyed in 1992 and had been re-surveyed (2001 or 2002), thus providing a ten-year record of channel changes (C. Walck, 2003, written commun.). A summary of the historical cross-section data is provided in Table 15.

Table 15- Summary of historical cross-section data available for this study.

Stream	Date of first survey used	Number of sections matched	Total matched length (km)	Source of historical data
Blackwood	1983	17	8.3	USGS ¹
Edgewood	1983	23	5.6	USGS ¹
General	1983	12	8.5	USGS ¹
Logan House	1984	10	3.3	USGS ¹
Upper Truckee	1992	24	2.9	Calif. Parks ²

¹ Data from K.M. Nolan (2003 written commun.)

² Data from C.M. Walck (2003 written commun.)

Calculation of Rates of Streambank Erosion

The change in cross-sectional area for a given time period was determined by overlaying time-series cross sections and calculating the area between the plotted lines. The location of the bank toe was determined for the original and 2002 surveyed sections and used to discriminate between erosion or deposition from the bed and banks. Examples are shown in Figure 14. Values between adjacent cross sections were averaged and then multiplied by the reach length to obtain a volume in m³. Results are expressed as a rate (in m³/y) and as a yield (in m³/y/km of channel

length). The average percentage of fines determined from samples of bank material (Appendix B) was multiplied by the volume of material eroded from the channel banks to determine rates and yields of fine-grained materials delivered by streambank erosion. Because fines were not found in measurable quantities on streambeds, bed erosion was neglected as a contributor of fine sediments.

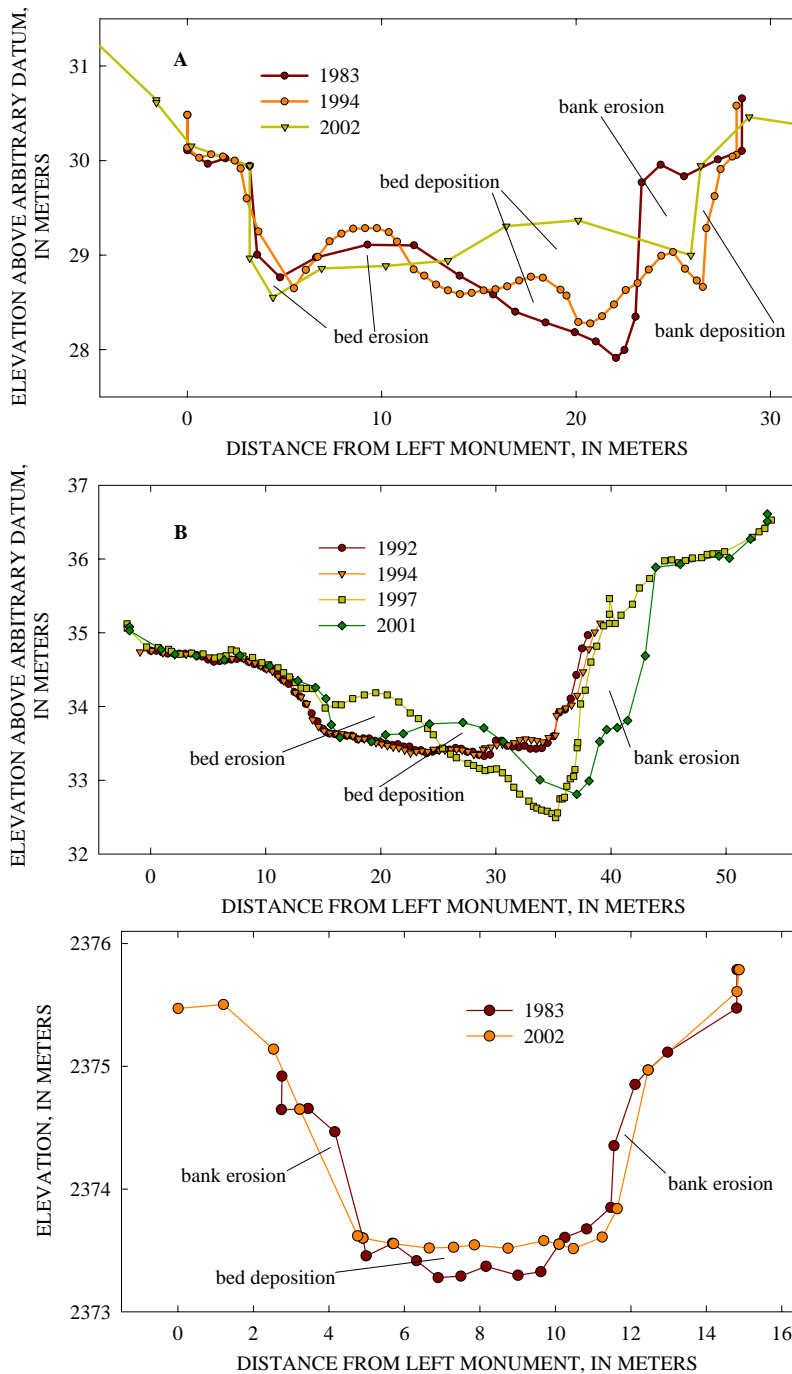


Figure 14. Examples of overlain surveys from Blackwood Creek (A), Upper Truckee River (B) and General Creek (C).

Simulations of Streambank Erosion

As part of a previous study, the deterministic, channel-evolution model CONCEPTS was used to simulate channel erosion and deposition along General and Ward Creeks and the Upper Truckee River (Simon *et al.*, 2003). The CONCEPTS numerical model was used to simulate channel width adjustment by incorporating the fundamental physical processes responsible for bank retreat: (1) fluvial erosion or entrainment of bank-toe material by flow, and (2) bank mass failure due to gravity (Langendoen 2000). Required input data such as geotechnical shear strength, bank-toe erodibility and particle size distribution of bank materials were measured or sampled in the field (Simon *et al.*, 2003). An example is shown in Figure 15.

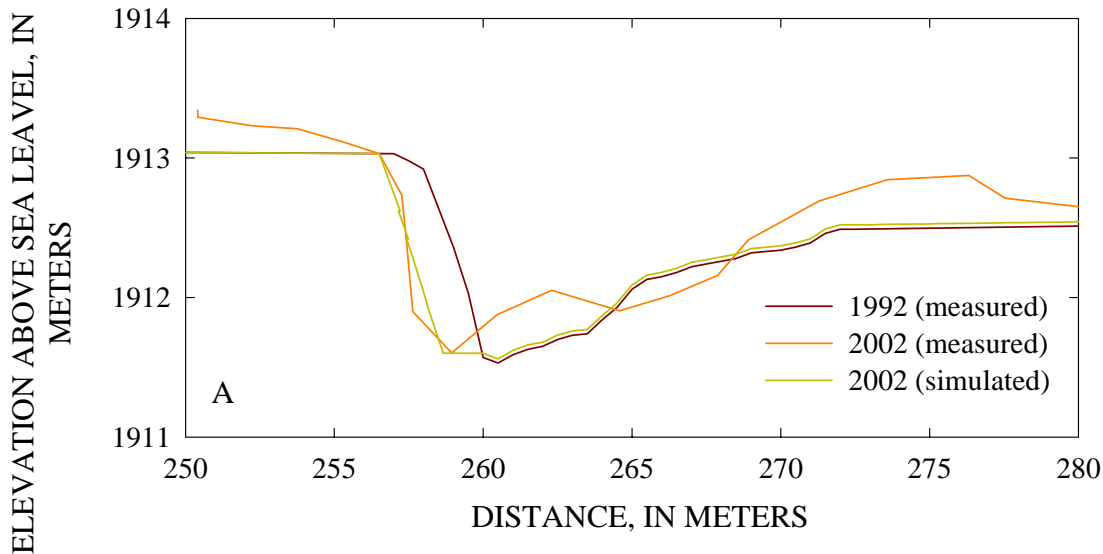


Figure 15- Example comparison of simulated and measured streambank erosion between 1992 and 2002 along the Upper Truckee River. Modified from Simon *et al.* (2003).

Unit rates of streambank erosion were derived from the numerical simulations by:

1. Calculating the area eroded in each cross section;
2. Taking the average eroded area between successive cross sections;
3. Multiplying by the distance between the midpoint of successive cross sections;
4. Dividing by the number of years of simulation to obtain a rate in m^3/y ; and
5. Dividing by the total reach length to obtain a rate in $\text{m}^3/\text{y}/\text{km}$ of channel.

This provided a unit streambank erosion rate in the same units as those calculated from time-series cross section calculations.

Extrapolation of Measured and Simulated Streambank Erosion Rates

To obtain the rate of streambank erosion of fine sediment (<0.063 mm) from the measured and simulated unit erosion rates, values were multiplied by the average percentage of silt-clay in the channel banks. The resulting rates of fine, streambank erosion are expressed in $\text{m}^3/\text{y}/\text{km}$ and listed in Table 16.

Table 16- Measured and simulated average, annual rates of streambank erosion.

Stream	Bank composition (% finer 0.063 mm)*	Erosion rate (m ³ /y/km)	Type of data	Source of data
Blackwood Creek	5.6	12.2	Measured	Simon <i>et al.</i> 2003
Edgewood Creek	4.9	0.09	Measured	Nolan and Hill, 1991
General Creek	7.4	0.92	Simulated	Simon <i>et al.</i> 2003
Logan House Creek	-	0.002	Measured	Nolan and Hill, 1991
Upper Truckee River	9.5	9.50	Simulated	Simon <i>et al.</i> 2003
Ward Creek	10.4	4.40	Simulated	Simon <i>et al.</i> 2003

* = Data from Simon *et al.* (2003)

To extrapolate this limited data set to the entire Lake Tahoe Basin, diagnostic information obtained during the RGAs were used. Question 6 of the RGA field form (Figure 3) describing relative bank instability as the percentage (longitudinally) of each side of the channel that has experienced recent mass failure was used. Observed conditions ranged from 0% (stable banks) to 100% where the entire reach contained failing streambanks. An example from Blackwood Creek shows the average, longitudinal extent of bank failures evaluated at 17 sites along the creek (Figure 16). Each bank was assigned a numerical value based on the extent of failures (Table 17). This value was termed the bank-stability index (I_B). The index attempts to synthesize more quantitative evaluations of streambank stability that might include parameters such as bank height, bank angle, geotechnical strength, and bank-toe erodibility. A summary of all field data is provided in Table 18 with the average I_B values for each stream, in Table 19.

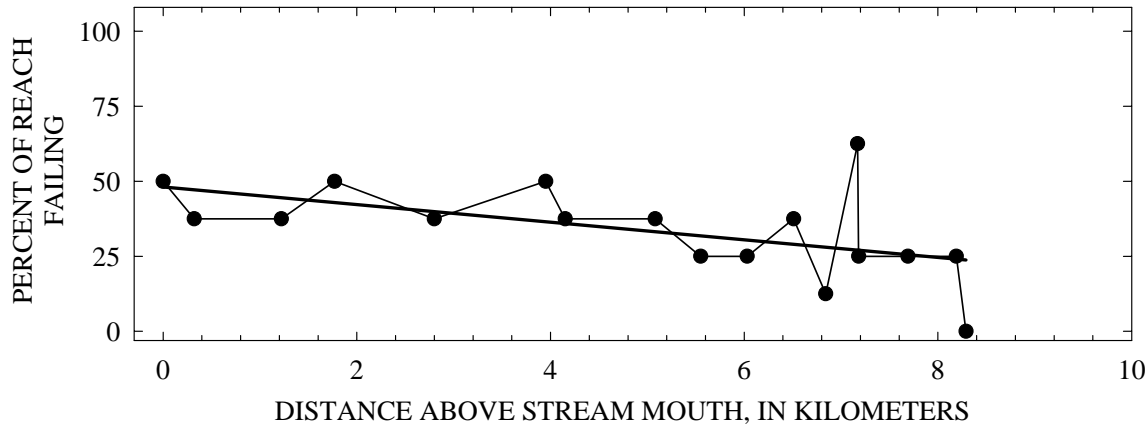


Figure 16. Observations of the extent of streambank instability along Blackwood Creek

Table 17- Assigned values for the bank-stability index (I_B) based on the percent of reach length with failing banks.

Criteria	0-10%	11-25%	26-50%	51-75%	76-100%
Percent of reach with failing banks*	0-10%	11-25%	26-50%	51-75%	76-100%
Assigned index value*	0	0.5	1.0	1.5	2.0

* = Evaluations and calculations are done for each bank and summed to obtain a value for the reach. A maximum value of 4.0, therefore, is possible for a reach.

Table 18- Sites with field data used to calculate bank-stability index (I_B). rkm= distance above mouth in kilometers.

Basin	Stream	rkm	Streambank erosion, left	Streambank erosion, right	Streambank instability, left	Streambank instability, right
1	Tahoe State Park	0.019	None	None	0-10%	0-10%
1	Tahoe State Park	0.897	None	None	0-10%	0-10%
2	Burton Creek	0.255	Fluvial	None	26-50%	0-10%
2	Burton Creek	0.848	Fluvial	None	11-25%	0-10%
3	Barton Creek	0.408	None	None	0-10%	0-10%
3	Barton Creek	1.056	None	None	0-10%	0-10%
4	Lake Forest Creek	0.016	None	None	0-10%	0-10%
4	Lake Forest Creek	1.036				
4	Lake Forest Creek	1.847	None	None	0-10%	0-10%
5	Dollar Creek	0.305	Fluvial	None	11-25%	0-10%
5	Dollar Creek	1.217	None	None	0-10%	0-10%
6	Cedar Flats Creek	0.057	None	None	0-10%	0-10%
6	Cedar Flats Creek	0.672	Fluvial	Fluvial	11-25%	11-25%
7	Watson Creek	0.038	None	None	0-10%	0-10%
7	Watson Creek	1.113	None	None	0-10%	0-10%
8	Carnelian Bay Creek	0.114	None	None	0-10%	0-10%
9	Carnelian Canyon Creek	0.026	None	Fluvial	0-10%	0-10%
9	Carnelian Canyon Creek	1.303	None	None	0-10%	0-10%
9	Carnelian Canyon Creek	1.898	None	None	0-10%	0-10%
10	Tahoe Vista	0.113	None	None	0-10%	0-10%
10	Tahoe Vista	0.017	Fluvial	Fluvial	26-50%	11-25%
10	Tahoe Vista	1.270	None	None	0-10%	0-10%
10	Tahoe Vista	2.881	Mass Wasting	Mass Wasting	11-25%	11-25%
10	Tahoe Vista	2.324	Fluvial	Fluvial	0-10%	0-10%
11	Griff Creek	0.088	Fluvial	None	0-10%	0-10%
11	Griff Creek	0.945	Fluvial	Fluvial	11-25%	11-25%
11	Griff Creek	1.928	Fluvial	Fluvial	26-50%	26-50%
11	Griff Creek	3.064	Fluvial	Fluvial	0-10%	0-10%
11	Griff Creek	1.914	None	Fluvial	0-10%	0-10%
12	Kings Beach	0.083	Fluvial	Fluvial	0-10%	0-10%
14	First Creek	0.032	None	None	0-10%	0-10%
14	First Creek	0.251	Fluvial	Fluvial	0-10%	0-10%
14	First Creek	0.778	Fluvial	Fluvial	0-10%	0-10%
14	First Creek	1.920	None	None	0-10%	0-10%

14	First Creek	1.920	Fluvial	Mass Wasting	11-25%	51-75%
15	Second Creek	0.177	Mass Wasting	Mass Wasting	11-25%	26-50%
15	Second Creek	1.192	Fluvial	None	0-10%	0-10%
16	Burnt Creek	0.128	Mass Wasting	Fluvial	11-25%	11-25%
16	Burnt Creek	1.250	Fluvial	Fluvial	11-25%	11-25%
16	Burnt Creek	2.171	Fluvial	Fluvial	11-25%	0-10%
17	Wood Creek	0.060	None	None	0-10%	0-10%
18	Third Creek	0.045	Mass Wasting	Fluvial	11-25%	0-10%
18	Third Creek	0.587	Fluvial	Fluvial	11-25%	0-10%
18	Third Creek	1.152	Fluvial	None	0-10%	0-10%
18	Third Creek	2.974	Fluvial	Fluvial	0-10%	11-25%
18	Third Creek	4.870	Fluvial	None	11-25%	0-10%
18	Third Creek	7.610	Fluvial	Fluvial	11-25%	11-25%
18	Third Creek	8.099	Fluvial	Fluvial	11-25%	11-25%
18	Third Creek	2.312	Fluvial	Fluvial	11-25%	26-50%
19	Incline	5.690	None	None	0-10%	0-10%
19	Incline	5.607	None	None	0-10%	0-10%
19	Incline	5.442	None	None	11-25%	11-25%
19	Incline	5.393	None	None	0-10%	0-10%
19	Incline	5.224	None	Fluvial	11-25%	0-10%
19	Incline	5.040	None	None	0-10%	0-10%
19	Incline	4.809	Mass Wasting	Mass Wasting	76-100%	76-100%
19	Incline	4.637	Fluvial	None	0-10%	0-10%
19	Incline	4.526	Fluvial	None	0-10%	0-10%
19	Incline	4.339	Fluvial	Fluvial	0-10%	0-10%
19	Incline	4.218	Fluvial	None	0-10%	0-10%
19	Incline	4.052	Fluvial	Fluvial	0-10%	0-10%
19	Incline	3.778	Fluvial	Fluvial	0-10%	0-10%
19	Incline	3.537	None	None	0-10%	0-10%
19	Incline	3.527	None	None	11-25%	11-25%
19	Incline	3.419	None	Fluvial	0-10%	11-25%
19	Incline	3.399	None	Fluvial	0-10%	11-25%
19	Incline	3.050	Fluvial	Fluvial	0-10%	0-10%
19	Incline	2.407	Fluvial	Fluvial	0-10%	0-10%
19	Incline	2.169	Fluvial	Fluvial	11-25%	0-10%
19	Incline	2.055	None	Fluvial	0-10%	11-25%
19	Incline	1.901	Fluvial	Fluvial	51-75%	11-25%
19	Incline	1.773	Fluvial	Fluvial	0-10%	0-10%
19	Incline	1.607	None	None	0-10%	0-10%
19	Incline	1.552	Fluvial	Fluvial	0-10%	0-10%
19	Incline	1.316	Fluvial	Fluvial	0-10%	11-25%

19	Incline	1.218	None	None	0-10%	0-10%
19	Incline	1.082	Fluvial	Fluvial	0-10%	0-10%
19	Incline	0.849	Fluvial	Fluvial	0-10%	0-10%
19	Incline	0.717	Fluvial	Fluvial	0-10%	0-10%
19	Incline	0.568	None	Fluvial	0-10%	11-25%
19	Incline	0.404	Fluvial	None	26-50%	0-10%
19	Incline	0.264	Fluvial	Fluvial	51-75%	11-25%
19	Incline	0.212	None	Fluvial	0-10%	51-75%
19	Incline	0.164	Mass Wasting	Fluvial	76-100%	11-25%
19	Incline	0.045	Fluvial	None	0-10%	0-10%
20	Mill Creek	0.012	Fluvial	Fluvial	11-25%	11-25%
20	Mill Creek	0.889	None	None	0-10%	0-10%
20	Mill Creek	1.896	None	None	0-10%	0-10%
21	Tunnel Creek	0.066	Fluvial	Fluvial	0-10%	0-10%
21	Tunnel Creek	1.223	None	None	0-10%	0-10%
22	Bonpland	0.071	None	None	0-10%	0-10%
24	Marlette Creek	0.014	Fluvial	Fluvial	0-10%	0-10%
24	Marlette Creek	0.916	Fluvial	Fluvial	0-10%	11-25%
24	Marlette Creek	1.279	Fluvial	Fluvial	26-50%	11-25%
25	Secret Harbour	0.204	None	None	0-10%	0-10%
25	Secret Harbour	0.546	Fluvial	Fluvial	0-10%	11-25%
25	Secret Harbour	0.037	None	None	0-10%	0-10%
25	Secret Harbour	1.268	None	None	0-10%	0-10%
26	Bliss Creek	0.386	Fluvial	Fluvial	11-25%	11-25%
26	Bliss Creek	1.197	None	None	0-10%	0-10%
27	Dead Mans Point	0.043	None	None	0-10%	0-10%
27	Dead Mans Point	0.591	None	None	0-10%	0-10%
28	Slaughterhouse	0.231	None	None	0-10%	0-10%
28	Slaughterhouse	2.245	Fluvial	Fluvial	11-25%	11-25%
28	Slaughterhouse	4.510	None	None	0-10%	0-10%
29	Glenbrook Creek	0.030	None	Fluvial	0-10%	0-10%
29	Glenbrook Creek	0.765	None	Fluvial	0-10%	11-25%
29	Glenbrook Creek	2.700	Fluvial	Fluvial	11-25%	11-25%
29	Glenbrook Creek	3.216	Mass Wasting	Mass Wasting	26-50%	26-50%
29	Glenbrook Creek	3.348	Fluvial	Fluvial	0-10%	0-10%
30	North Logan House Creek	0.483	Fluvial	Fluvial	0-10%	0-10%
31	Logan House Creek	3.94	None	None	0-10%	0-10%
31	Logan House Creek	3.02	None	None	0-10%	0-10%
31	Logan House Creek	2.55	None	None	0-10%	0-10%
31	Logan House Creek	1.71	None	None	0-10%	0-10%
31	Logan House Creek	1.21	None	None	0-10%	0-10%

32	Cave Rock	0.189	None	None	0-10%	0-10%
32	Cave Rock	0.087	None	None	0-10%	0-10%
32	Cave Rock	0.893	Fluvial	Fluvial	0-10%	0-10%
33	Lincoln Creek	0.219	Fluvial	Fluvial	0-10%	0-10%
33	Lincoln Creek	1.195	Fluvial	Fluvial	11-25%	11-25%
35	North Zephyr Creek	0.284	Fluvial	Fluvial	0-10%	0-10%
35	North Zephyr Creek	1.263	Mass Wasting	Fluvial	0-10%	0-10%
35	North Zephyr Creek	1.593	Mass Wasting	Fluvial	11-25%	11-25%
37	Zephyr Creek	0.131	Fluvial	Fluvial	0-10%	0-10%
37	Zephyr Creek	0.993	Fluvial	Mass Wasting	11-25%	11-25%
38	McFaul Creek	0.520	Mass Wasting	Fluvial	11-25%	11-25%
38	McFaul Creek	1.691	Fluvial	Fluvial	0-10%	0-10%
38	McFaul Creek	3.226	Mass Wasting	Mass Wasting	0-10%	11-25%
39	Burke Creek	0.135	Fluvial	Fluvial	0-10%	0-10%
39	Burke Creek	1.579	Fluvial	Fluvial	0-10%	0-10%
39	Burke Creek	3.200	None	None	0-10%	0-10%
39	Burke Creek	3.212	Fluvial	None	0-10%	0-10%
39	Burke Creek	3.580	Fluvial	Fluvial	11-25%	11-25%
39	Burke Creek	4.128	None	None	0-10%	0-10%
39	Burke Creek	6.247	None	None	0-10%	0-10%
40	Edgewood Creek	7.220	None	None	0-10%	0-10%
40	Edgewood Creek	7.210	Mass Wasting	Fluvial	51-75%	11-25%
40	Edgewood Creek	7.230	Fluvial	Fluvial	0-10%	0-10%
40	Edgewood Creek	6.410	None	Fluvial	0-10%	0-10%
40	Edgewood Creek	6.220	None	None	0-10%	0-10%
40	Edgewood Creek	6.150	Fluvial	Fluvial	11-25%	11-25%
40	Edgewood Creek	5.620	Fluvial	Fluvial	26-50%	11-25%
40	Edgewood Creek	4.960	Fluvial	Fluvial	0-10%	0-10%
40	Edgewood Creek	3.830	Fluvial	Fluvial	11-25%	11-25%
40	Edgewood Creek	3.090	Mass Wasting	Fluvial	26-50%	11-25%
40	Edgewood Creek	1.200	Fluvial	Fluvial	0-10%	0-10%
40	Edgewood Creek	0.200	None	None	0-10%	0-10%
41	Bijou Park	1.317	Fluvial	Fluvial	0-10%	0-10%
41	Bijou Park	1.884	Fluvial	Fluvial	11-25%	0-10%
42	Bijou Creek	0.543	Fluvial	None	0-10%	0-10%
42	Bijou Creek	2.162	None	None	0-10%	0-10%
42	Bijou Creek	3.442	None	None	0-10%	0-10%
43	Trout Creek	1.454	None	None	0-10%	0-10%
43	Trout Creek	2.485	Fluvial	Fluvial	11-25%	0-10%
43	Trout Creek	4.711	Fluvial	Fluvial	0-10%	0-10%
43	Trout Creek	7.047	Mass Wasting	Fluvial	26-50%	0-10%

43	Trout Creek	6.516	Fluvial	Mass Wasting	11-25%	26-50%
43	Trout Creek	7.473	Fluvial	Mass Wasting	0-10%	11-25%
43	Trout Creek	8.127	Fluvial	Fluvial	0-10%	0-10%
44	Upper Truckee	24.187	Fluvial	Fluvial	0-10%	0-10%
44	Upper Truckee	23.009	None	Fluvial	0-10%	11-25%
44	Upper Truckee	22.538	None	Mass Wasting	0-10%	76-100%
44	Upper Truckee	21.769	Mass Wasting	None	0-10%	0-10%
44	Upper Truckee	21.369	Fluvial	Fluvial	0-10%	0-10%
44	Upper Truckee	20.749	Mass Wasting	Mass Wasting	51-75%	11-25%
44	Upper Truckee	19.940	Mass Wasting	Fluvial	51-75%	0-10%
44	Upper Truckee	19.261	Fluvial	Mass Wasting	11-25%	51-75%
44	Upper Truckee	18.5731	None	Mass Wasting	0-10%	76-100%
44	Upper Truckee	17.999	Fluvial	Fluvial	0-10%	0-10%
44	Upper Truckee	17.779	None	Mass Wasting	0-10%	76-100%
44	Upper Truckee	16.898	Fluvial	Fluvial	11-25%	0-10%
44	Upper Truckee	16.40	Fluvial	Fluvial	11-25%	11-25%
44	Upper Truckee	15.870	None	None	0-10%	0-10%
44	Upper Truckee	15.277	None	Fluvial	0-10%	26-50%
44	Upper Truckee	14.768	None	Mass Wasting	0-10%	76-100%
44	Upper Truckee	14.071	Fluvial	None	0-10%	0-10%
44	Upper Truckee	13.519	None	Mass Wasting	0-10%	76-100%
44	Upper Truckee	13.146	Mass Wasting	Mass Wasting	51-75%	26-50%
44	Upper Truckee	12.070	None	Mass Wasting	0-10%	0-10%
44	Upper Truckee	11.207	Fluvial	Mass Wasting	26-50%	51-75%
44	Upper Truckee	10.838	Mass Wasting	Fluvial	51-75%	0-10%
44	Upper Truckee	10.037	None	Fluvial	0-10%	11-25%
44	Upper Truckee	8.455	None	Mass Wasting	0-10%	76-100%
44	Upper Truckee	7.137	None	Mass Wasting	0-10%	76-100%
44	Upper Truckee	5.837	None	None	0-10%	0-10%
44	Upper Truckee	5.055	Fluvial	Mass Wasting	26-50%	26-50%
44	Upper Truckee	4.511	Fluvial	Fluvial	0-10%	0-10%
44	Upper Truckee	2.941	Mass Wasting	None	51-75%	11-25%
46	Taylor Creek	0.903	Fluvial	None	11-25%	0-10%
46	Taylor Creek	2.328	Fluvial	None	11-25%	0-10%
47	Tallac Creek	1.374	Fluvial	None	26-50%	0-10%
47	Tallac Creek	2.202	Fluvial	None	11-25%	0-10%
47	Tallac Creek	2.546	None	None	0-10%	0-10%
47	Tallac Creek	3.053	None	None	0-10%	0-10%
47	Tallac Creek	2.948	None	None	0-10%	0-10%
48	Cascade Creek	0.693	None	None	0-10%	0-10%
49	Eagle Creek	0.584	None	None	0-10%	0-10%

50	Bliss State Park	0.410	None	None	0-10%	0-10%
51	Rubicon Creek	0.919	None	None	0-10%	0-10%
51	Rubicon Creek	1.271	Fluvial	Fluvial	11-25%	11-25%
51	Rubicon Creek	1.596	Fluvial	Fluvial	0-10%	0-10%
51	Rubicon Creek	1.707	None	None	0-10%	0-10%
51	Rubicon Creek	2.113	None	None	0-10%	0-10%
52	Paradise Flat	0.624	Fluvial	Fluvial	11-25%	0-10%
53	Lonely Gulch Creek	0.807	None	None	0-10%	0-10%
53	Lonely Gulch Creek	1.236	None	None	0-10%	0-10%
54	Sierra creek	0.885	None	None	0-10%	0-10%
55	Meeks Creek	1.226	None	None	0-10%	11-25%
55	Meeks Creek	3.149	Fluvial	None	11-25%	0-10%
55	Meeks Creek	3.499	None	Fluvial	0-10%	26-50%
55	Meeks Creek	3.496	Fluvial	None	11-25%	11-25%
56	General	6.800	None	Fluvial	0-10%	0-10%
56	General	6.660	None	Fluvial	0-10%	0-10%
56	General	6.500	None	Fluvial	0-10%	11-25%
56	General	6.060	None	Fluvial	0-10%	11-25%
56	General	5.900	None	Fluvial	0-10%	26-50%
56	General	5.330	Fluvial	Fluvial	11-25%	11-25%
56	General	5.250	Fluvial	Fluvial	11-25%	11-25%
56	General	5.050	Fluvial	Fluvial	0-10%	11-25%
56	General	4.730	None	Mass Wasting	0-10%	11-25%
56	General	4.210	None	Fluvial	0-10%	0-10%
56	General	3.620	Fluvial	None	0-10%	0-10%
56	General	3.600	Fluvial	Mass Wasting	0-10%	26-50%
56	General	3.590	Fluvial	Fluvial	0-10%	11-25%
56	General	3.250	Fluvial	Mass Wasting	0-10%	76-100%
56	General	2.970	None	None	0-10%	0-10%
56	General	2.580	Fluvial	Mass Wasting	0-10%	51-75%
56	General	2.200	None	Mass Wasting	0-10%	76-100%
56	General	1.940	None	Fluvial	0-10%	26-50%
56	General	1.930	Fluvial	Fluvial	0-10%	0-10%
56	General	1.540	None	Mass Wasting	0-10%	51-75%
56	General	1.170	None	Mass Wasting	0-10%	11-25%
56	General	0.950	Fluvial	Mass Wasting	11-25%	76-100%
56	General	0.890	Fluvial	Mass Wasting	0-10%	11-25%
56	General	0.710	None	Fluvial	0-10%	11-25%
56	General	0.570	None	None	0-10%	0-10%
56	General	0.300	None	Fluvial	0-10%	0-10%
56	General	0.010	Mass Wasting	None	26-50%	0-10%

56	General	8.077	None	None	0-10%	0-10%
57	General		Fluvial	None	0-10%	0-10%
57	McKinney Creek	0.276	None	None	0-10%	0-10%
57	McKinney Creek	1.248	None	None	0-10%	0-10%
58	Quail Lane Creek	0.024	None	None	0-10%	0-10%
58	Quail Lane Creek	0.212	None	None	0-10%	0-10%
59	Homewood Creek	0.094	Fluvial	Fluvial	11-25%	11-25%
59	Homewood Creek	0.407	Fluvial	Fluvial	11-25%	11-25%
60	Madden Creek	0.097	None	None	0-10%	0-10%
62	Blackwood Creek	8.290	None	None	0-10%	0-10%
62	Blackwood Creek	8.190	Fluvial	None	0-10%	26-50%
62	Blackwood Creek	7.690	Fluvial	Fluvial	11-25%	11-25%
62	Blackwood Creek	7.180	Fluvial	Fluvial	11-25%	11-25%
62	Blackwood Creek	7.170	Fluvial	Mass Wasting	11-25%	76-100%
62	Blackwood Creek	6.840	None	Mass Wasting	0-10%	11-25%
62	Blackwood Creek	6.510	None	Mass Wasting	0-10%	51-75%
62	Blackwood Creek	5.550	None	Fluvial	0-10%	26-50%
62	Blackwood Creek	6.030	None	Mass Wasting	0-10%	26-50%
62	Blackwood Creek	5.080	None	Mass Wasting	0-10%	51-75%
62	Blackwood Creek	4.150	Fluvial	Fluvial	26-50%	11-25%
62	Blackwood Creek	3.950	None	Mass Wasting	0-10%	76-100%
62	Blackwood Creek	2.800	Mass Wasting	None	51-75%	0-10%
62	Blackwood Creek	1.970	Fluvial	Mass Wasting	26-50%	11-25%
62	Blackwood Creek	1.770	Fluvial	Mass Wasting	11-25%	51-75%
62	Blackwood Creek	0.320	Mass Wasting	None	51-75%	0-10%
62	Blackwood Creek	0.000	None	None	26-50%	26-50%
63	Ward	6.553	None	Fluvial	0-10%	26-50%
63	Ward	6.455	Fluvial	Fluvial	0-10%	11-25%
63	Ward	6.416	None	None	0-10%	0-10%
63	Ward	6.270	None	Fluvial	0-10%	11-25%
63	Ward	6.167	Fluvial	None	11-25%	0-10%
63	Ward	6.102	Fluvial	None	11-25%	0-10%
63	Ward	5.938	None	Mass Wasting	0-10%	76-100%
63	Ward	5.868	None	Fluvial	0-10%	0-10%
63	Ward	5.805	Fluvial	Fluvial	0-10%	11-25%
63	Ward	5.526	Fluvial	Fluvial	11-25%	0-10%
63	Ward	5.360	None	Fluvial	0-10%	26-50%
63	Ward	5.124	Fluvial	Mass Wasting	0-10%	26-50%
63	Ward	4.740	None	Mass Wasting	0-10%	76-100%
63	Ward	4.522	Fluvial	Fluvial	11-25%	11-25%
63	Ward	4.250	Mass Wasting	None	26-50%	0-10%

63	Ward	4.059	Fluvial	Fluvial	11-25%	11-25%
63	Ward	3.641	Mass Wasting	Fluvial	51-75%	26-50%
63	Ward	3.506	Fluvial	Mass Wasting	11-25%	51-75%
63	Ward	3.279	None	Mass Wasting	0-10%	0-10%
63	Ward	2.639	None	Fluvial	0-10%	0-10%
63	Ward	2.382	Fluvial	Mass Wasting	11-25%	51-75%
63	Ward	2.084	Fluvial	Fluvial	0-10%	0-10%
63	Ward	1.971	Fluvial	Fluvial	0-10%	0-10%
63	Ward	1.545	Fluvial	Fluvial	0-10%	0-10%
63	Ward	1.417	Mass Wasting	Fluvial	26-50%	0-10%
63	Ward	1.292	None	Mass Wasting	0-10%	51-75%
63	Ward	1.140	None	Fluvial	0-10%	11-25%
63	Ward	1.125	Mass Wasting	Fluvial	26-50%	0-10%
63	Ward	1.110	Fluvial	Fluvial	26-50%	0-10%
63	Ward	0.778	Mass Wasting	Fluvial	51-75%	11-25%
63	Ward	0.629	Fluvial	Mass Wasting	0-10%	26-50%
63	Ward	0.505	None	Fluvial	0-10%	11-25%
63	Ward	0.435	Mass Wasting	Mass Wasting	76-100%	11-25%
63	Ward	0.254	Mass Wasting	Fluvial	26-50%	26-50%
63	Ward	0.093	None	None	0-10%	0-10%

Table 19- Average bank-stability index for each stream based on summing the index value for each site visited and dividing by the number of sites (Table 18).

Watershed	Stream	Average Bank-Stability Index
1	Tahoe State Park	0.000
2	Burton Creek	0.400
3	Barton Creek	0.000
4	Lake Forest Creek	0.000
5	Dollar Creek	0.250
6	Cedar Flats Creek	0.500
7	Watson Creek	0.000
8	Carnelian Bay Creek	0.000
9	Carnelian Canyon Creek	0.000
10	Tahoe Vista	0.400
11	Griff Creek	0.600
12	Kings Beach	0.000
14	First Creek	0.400
15	Second Creek	0.375
16	Burnt Creek	0.830
17	Wood Creek	0.000
18	Third Creek	0.750
19	Incline	0.514
20	Mill Creek	0.333
21	Tunnel Creek	0.000
22	Bonpland	0.000
24	Marlette Creek	0.830
25	Secret Harbour	0.125
26	Bliss Creek	0.500
27	Dead Mans Point	0.000
28	Slaughterhouse	0.333
29	Glenbrook Creek	0.600
30	North Logan House Creek	0.000
31	Logan House Creek	0.000
32	Cave Rock	0.000
33	Lincoln Creek	0.000
35	North Zephyr Creek	0.333
37	Zephyr Creek	0.500
38	McFaul Creek	0.500

39	Burke Creek	0.143
40	Edgewood Creek	0.583
41	Bijou Park	0.250
42	Bijou Creek	0.000
43	Trout Creek	0.500
44	Upper Truckee	1.120
46	Taylor Creek	0.500
47	Tallac Creek	0.300
48	Cascade Creek	0.000
49	Eagle Creek	0.000
50	Bliss State Park	0.000
51	Rubicon Creek	0.400
52	Paradise Flat	0.500
53	Lonely Gulch Creek	0.000
54	Sierra Creek	0.000
55	Meeks Creek	0.750
56	General	0.670
57	McKinney Creek	0.000
58	Quail Lane Creek	0.000
59	Homewood Creek	0.167
60	Madden Creek	0.000
62	Blackwood Creek	1.353
63	Ward	0.929

Relation between Bank-Stability Index (I_B) and Streambank Erosion Rate

With an average bank-stability index (I_B) calculated for each stream from observed conditions, a relation between this parameter and measured streambank erosion rates was required for extrapolation to streams without measured data. Using data from the six streams with measured or simulated data (Table 16) a regression was performed using a sigmoidal 3-parameter equation based on the general shape of the relation (Figure 17). This equation takes the general form:

$$y = \frac{a}{1 + e^{-\frac{(x-x_0)}{b}}} \tag{2}$$

and yields the following relation ($r^2 = 0.99$):

$$E_r = \frac{12.6939}{1 + e^{-\frac{(I_B-1.0217)}{0.1129}}} \tag{3}$$

where E_r = erosion rate of fine (<0.063mm) bank sediment in $m^3/y/km$ of channel; I_B = average bank-stability index (percent of reach length with failing banks)

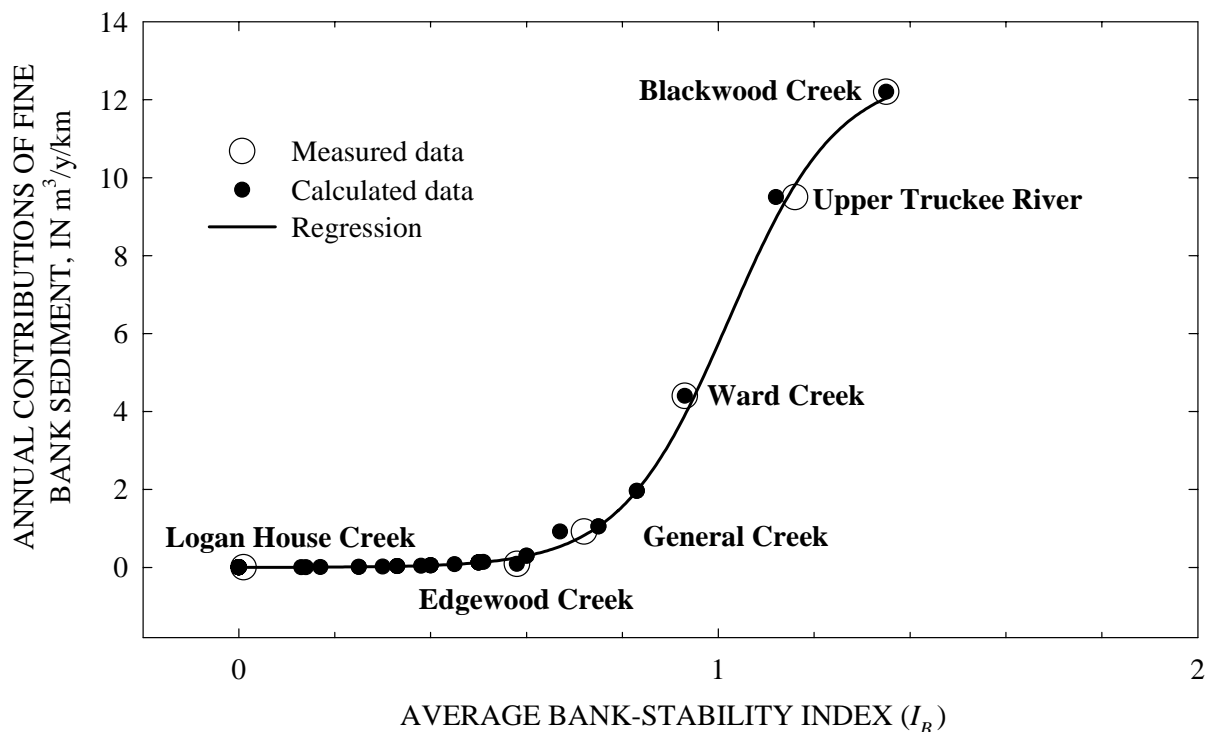


Figure 17- Relation between average, annual streambank erosion rates and average bank-stability index (I_B). Regression is a 3-parameter sigmoidal equation; $r^2 = 0.99$.

Unit Streambank Erosion Rate. An erosion rate for each stream was obtained by substituting the stream’s value into the above regression equation (eq. 3) to provide an average, annual erosion rate of fine (<0.063mm) sediment per unit length of channel (Table 20). This unit, streambank erosion rate, expressed in $m^3/y/km$, can be used to differentiate those streams with the most actively eroding banks, and ones where streambank stabilization measures may be considered appropriate (Figure 18). Blackwood Creek manifests the highest streambank erosion rates per unit length of channel ($12.2 m^3/y/km$) followed by the Upper Truckee River ($9.5 m^3/y/km$) and Ward Creek ($4.4 m^3/y/km$), respectively.

Streambank Erosion Rate. The average, annual volume (in m^3) of streambank erosion for each stream was then determined by multiplying the unit streambank erosion rate (Table 20) by the total length of main channels as calculated by Jorgensen *et al.* (1978). Modifications were made to some of these reported lengths based on tributary contributions and contributing areas. These are shaded in yellow in Table 21. The volume of fine sediment (<0.063 mm) eroded from streambanks was converted to kilonewtons by multiplying by an average bulk unit weight of $17.3 kN/m^3$, and then to metric tonnes (T).

Table 20- Average, annual bank-erosion rates of fines (<0.063mm) per kilometer of main-stem channel length for streams draining to Lake Tahoe.

Watershed	Stream	Erosion rate (m³/y/km)
1	Tahoe State Park	0.001491
2	Burton Creek	0.051325
3	Barton Creek	0.001491
4	Lake Forest Creek	0.001491
5	Dollar Creek	0.013634
6	Cedar Flats Creek	0.123740
7	Watson Creek	0.001491
8	Carnelian Bay Creek	0.001491
9	Carnelian Canyon Creek	0.001491
10	Tahoe Vista	0.051325
11	Griff Creek	0.295931
12	Kings Beach	0.001491
14	First Creek	0.051325
15	Second Creek	0.041164
16	Burnt Creek	1.964148
17	Wood Creek	0.001491
18	Third Creek	1.049460
19	Incline	0.139760
20	Mill Creek	0.028405
21	Tunnel Creek	0.001491
22	Bonpland	0.001491
24	Marlette Creek	1.964148
25	Secret Harbour	0.004509
26	Bliss Creek	0.123740
27	Dead Mans Point	0.001491
28	Slaughterhouse	0.028405
29	Glenbrook Creek	0.295931
30	North Logan House Creek	0.001491
31	Logan House Creek	0.001491
32	Cave Rock	0.001491
33	Lincoln Creek	0.001491
35	North Zephyr Creek	0.028488
37	Zephyr Creek	0.123740
38	McFaul Creek	0.123740

39	Burke Creek	0.005281
40	Edgewood Creek	0.090000
41	Bijou Park	0.013634
42	Bijou Creek	0.001491
43	Trout Creek	0.123740
44	Upper Truckee	9.500000
46	Taylor Creek	0.123740
47	Tallac Creek	0.021217
48	Cascade Creek	0.001491
49	Eagle Creek	0.001491
50	Bliss State Park	0.001491
51	Rubicon Creek	0.051325
52	Paradise Flat	0.123740
53	Lonely Gulch Creek	0.001491
54	Sierra Creek	0.001491
55	Meeks Creek	1.049460
56	General	0.920000
57	McKinney Creek	0.001491
58	Quail Lane Creek	0.001491
59	Homewood Creek	0.006523
60	Madden Creek	0.001491
62	Blackwood Creek	12.200000
63	Ward	4.400000

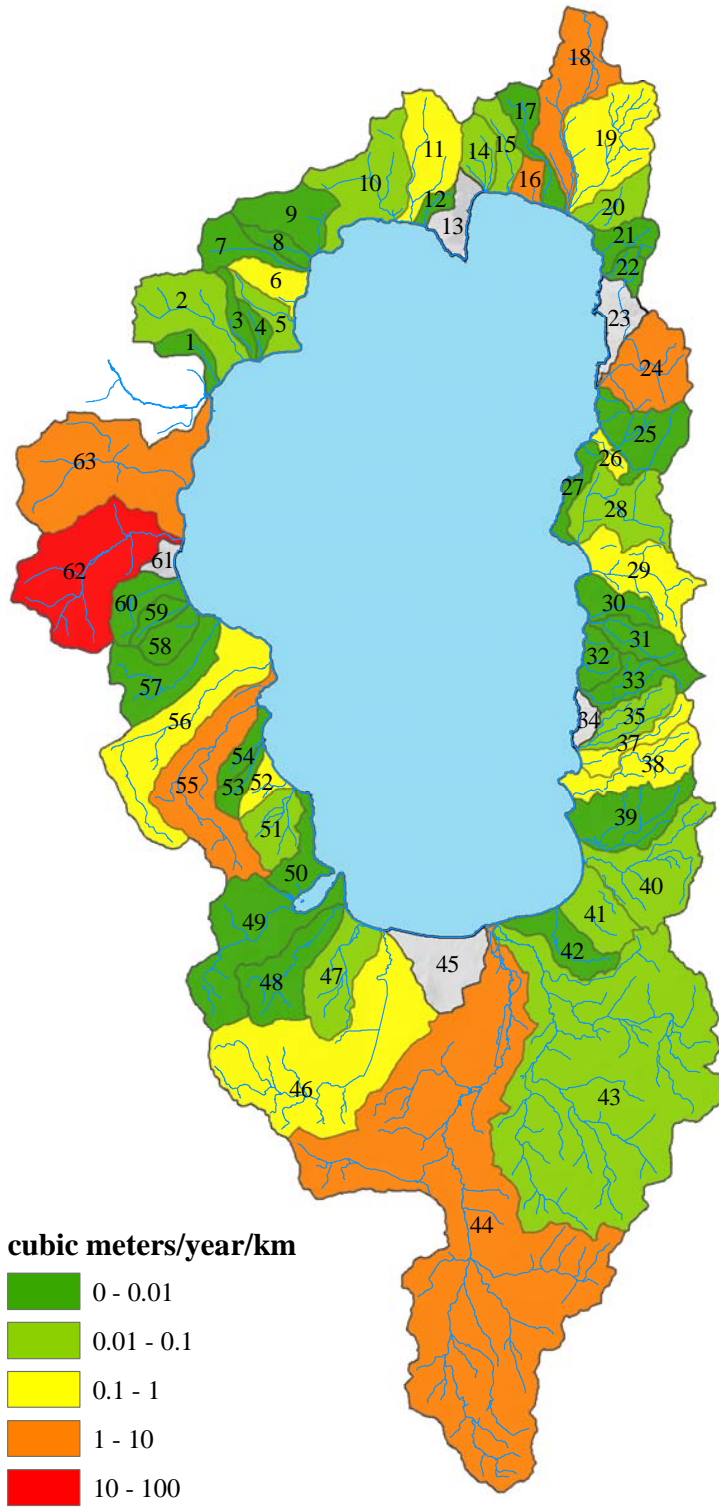


Figure 18- Unit volume of fine-sediment (<0.063mm) contributions from streambank erosion per kilometer of main channels. Gray shading indicates no data available.

Table 21- Stream lengths as reported by Jorgensen *et al.* (1978) with modifications (shaded in yellow) to account for tributaries and, in some cases, reduced contributing areas.

Watershed	Stream	Length (mi)	Length (km)
1	Tahoe State Park		2.430
2	Burton Creek	6.220	10.008
3	Barton Creek		2.470
4	Lake Forest Creek	2.000	3.218
5	Dollar Creek	2.880	4.634
6	Cedar Flats Creek	0.570	0.917
7	Watson Creek	3.320	5.342
8	Carnelian Bay Creek	1.940	3.121
9	Carnelian Canyon Creek	2.800	4.505
10	Tahoe Vista	5.910	9.509
11	Griff Creek	5.780	9.300
12	Kings Beach	1.880	3.025
14	First Creek	4.340	6.983
15	Second Creek	3.040	4.891
16	Burnt Creek		0.700
17	Wood Creek	3.940	6.339
18	Third Creek	10.550	16.975
19	Incline	11.910	19.163
20	Mill Creek	4.462	7.180
21	Tunnel Creek	2.040	3.282
22	Bonpland	1.960	3.154
24	Marlette Creek	3.440	5.535
25	Secret Harbour	4.950	7.965
26	Bliss Creek	1.520	2.446
27	Dead Mans Point		1.500
28	Slaughterhouse	7.000	11.263
29	Glenbrook Creek	3.920	6.307
30	North Logan House Creek	2.530	4.071
31	Logan House Creek	3.300	5.310
32	Cave Rock	2.570	4.135
33	Lincoln Creek	6.140	9.879
35	North Zephyr Creek	6.750	10.861
37	Zephyr Creek	4.040	6.500
38	McFaul Creek	8.050	12.952
39	Burke Creek	7.850	12.631

41	Bijou Park		5.940
42	Bijou Creek	3.330	5.358
43	Trout Creek	31.540	50.748
44	Upper Truckee	24.900	40.064
46	Taylor Creek	11.000	17.699
47	Tallac Creek	6.910	11.118
48	Cascade Creek	4.730	7.611
49	Eagle Creek	5.820	9.364
50	Bliss State Park		0.850
51	Rubicon Creek	5.400	8.689
52	Paradise Flat	2.050	3.298
53	Lonely Gulch Creek	2.180	3.508
54	Sierra Creek	1.350	2.172
55	Meeks Creek	4.500	7.241
56	General	9.170	14.755
57	McKinney Creek	5.750	9.252
58	Quail Lane Creek	1.850	2.977
59	Homewood Creek	2.100	3.379
60	Madden Creek	3.070	4.940
62	Blackwood Creek	12.700	20.434
63	Ward	8.670	13.950

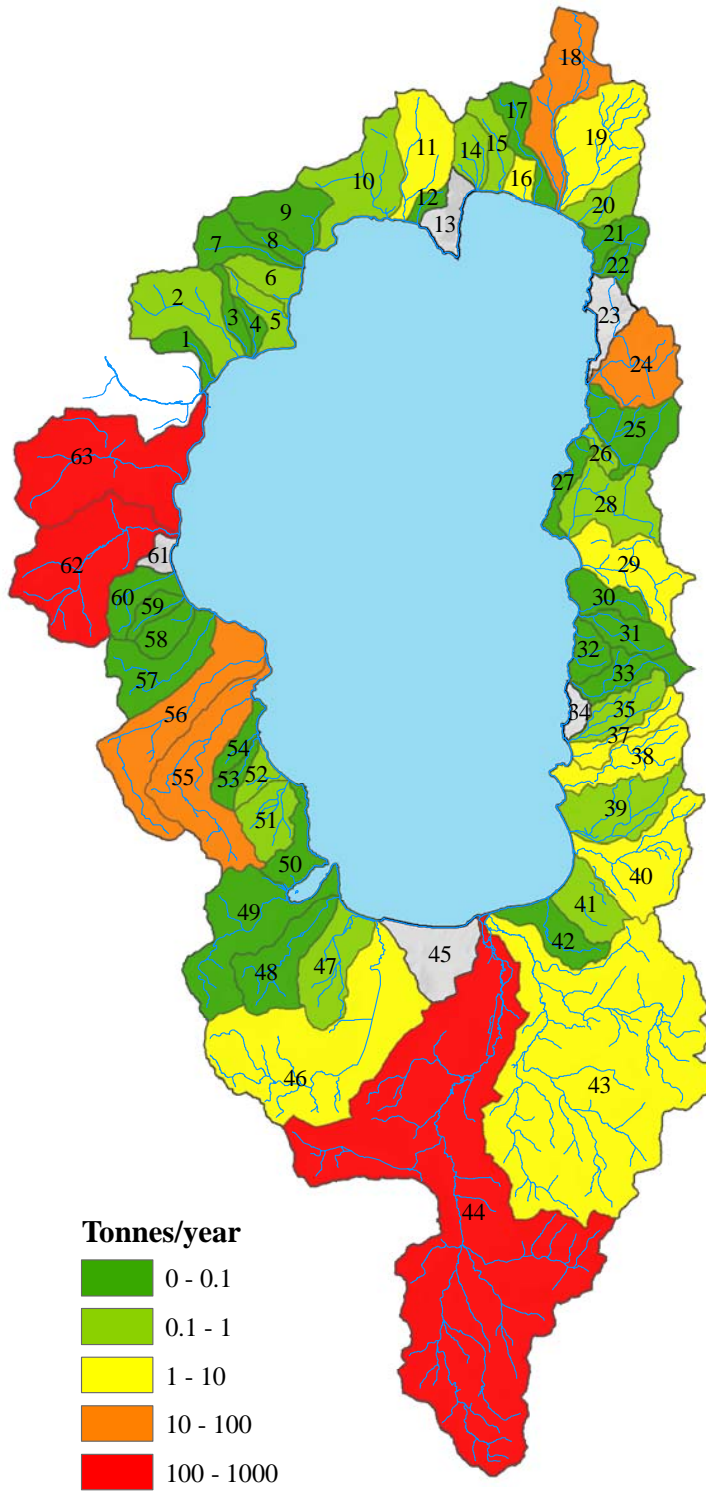


Figure 19- Loadings of fine sediment (<0.063mm) from streambank erosion. Gray shading indicates no data available.

Fine-Sediment Loadings from Streambank Erosion

Using the above procedures, average, annual erosion and delivery of fine sediment to Lake Tahoe were calculated for each stream. Resulting values are summarized in Table 22 and mapped in Figure 19. Summing the values calculated for each of the 63 watersheds gives an annual, average of 1305 T/y of fine (<0.063 mm) sediment delivered to Lake Tahoe from streambank erosion. From what has been learned in this and previous studies, it is no surprise that the three largest contributors of fine, streambank sediment are the Upper Truckee River (639 T/y), Blackwood Creek (431 T/y), and Ward Creek (104 T/y) (Figure 20).

About 25% of the fine sediment delivered to the lake emanates from streambank erosion when compared to the total fine-loadings calculated in this report (5206 T/y). In fact, about 20% of all fine sediment delivered to Lake Tahoe comes from the banks of the Upper Truckee River and Blackwood Creek. If Ward Creek is included, this figure becomes 22%. This is shown most clearly in Figure 20b and helps to emphasize the potential importance of concentrating bank-stabilization efforts in these watersheds.

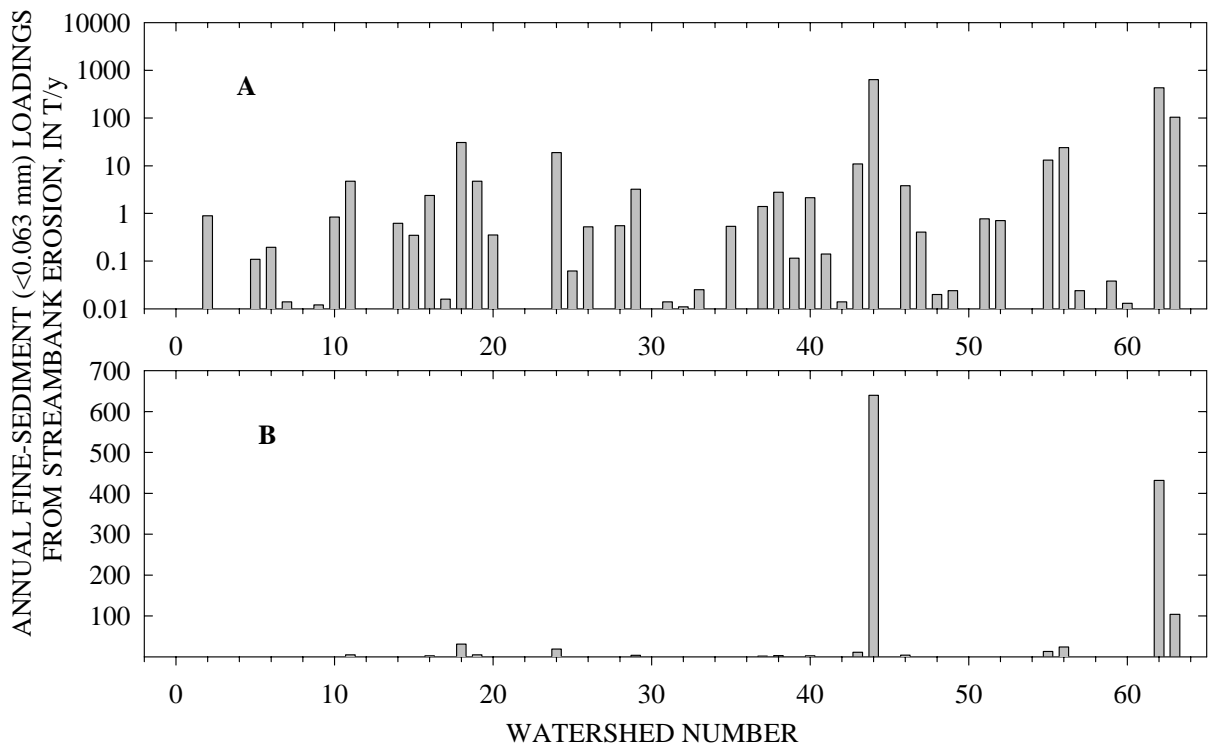


Figure 20- Annual, fine-sediment (0.063 mm) loadings in tonnes per year from streambank erosion plotted with log₁₀ scale (A) and arithmetic scale (B). Note the relatively large contributions from the Upper Truckee River (#44), Blackwood Creek (#62), and Ward Creek (#63).

Table 22- Average, annual bank-erosion rates of fines (<0.063mm) for streams draining to Lake Tahoe.

Watershed	Creek Name	T/y
1	Tahoe State Park	0.006
2	Burton Creek	0.889
3	Barton Creek	0.006
4	Lake Forest Creek	0.008
5	Dollar Creek	0.109
6	Cedar Flats Creek	0.196
7	Watson Creek	0.014
8	Carnelian Bay Creek	0.008
9	Carnelian Canyon Creek	0.012
10	Tahoe Vista	0.844
11	Griff Creek	4.76
12	Kings Beach	0.008
14	First Creek	0.620
15	Second Creek	0.348
16	Burnt Creek	2.38
17	Wood Creek	0.016
18	Third Creek	30.8
19	Incline	4.72
20	Mill Creek	0.353
21	Tunnel Creek	0.008
22	Bonpland	0.008
24	Marlette Creek	18.8
25	Secret Harbour	0.062
26	Bliss Creek	0.524
27	Dead Mans Point	0.004
28	Slaughterhouse	0.553
29	Glenbrook Creek	3.23
30	North Logan House Creek	0.010
31	Logan House Creek	0.014
32	Cave Rock	0.011
33	Lincoln Creek	0.025
35	North Zephyr Creek	0.535
37	Zephyr Creek	1.39
38	McFaul Creek	2.77
39	Burke Creek	0.115
40	Edgewood Creek	2.14
41	Bijou Park	0.140
42	Bijou Creek	0.014

43	Trout Creek	10.9
44	Upper Truckee	639
46	Taylor Creek	3.79
47	Tallac Creek	0.408
48	Cascade Creek	0.020
49	Eagle Creek	0.024
50	Bliss State Park	0.002
51	Rubicon Creek	0.771
52	Paradise Flat	0.706
53	Lonely Gulch Creek	0.009
54	Sierra Creek	0.006
55	Meeks Creek	13.1
56	General	23.9
57	McKinney Creek	0.024
58	Quail Lake Creek	0.008
59	Homewood Creek	0.038
60	Madden Creek	0.013
62	Blackwood Creek	431
63	Ward	104
	Total	1305

The relative importance of fine-sediment erosion from streambanks was calculated by comparing average, annual loadings of fine, streambank sediment to total, fine sediment from all sources for the nine watersheds where fine loads had been calculated from measured data in Simon *et al.*, (2003). For these streams, values range from 63% for the Upper Truckee River to 2.4% for Trout Creek (Table 23). It is interesting that the maximum and minimum values occur in adjacent watersheds within the same basin quadrant (South), indicating that anthropogenic disturbances to the channels of the Upper Truckee River have played an important role in destabilizing streambanks and creating conditions where streambanks have become the dominant source of fine sediment. The relatively low value for Third Creek (10%) suggests that the dominant sources of fine sediments in this basin are probably the steep, bare upland slopes and urbanized areas. The low percentage for Incline Creek (3.6%) is probably attributable to greater contributions from urban areas compared to streambanks.

Table 23 – Comparison between measured, median annual fine-sediment (<0.063 mm) loadings (From Simon *et al.*, 2003) and estimated, fine-grained (<0.063 mm) loadings from streambanks.

Stream	Fine load, all sources (T/y)	Fine load, streambanks (T/y)	Fine-grained contribution from streambanks (%)
Upper Truckee River	1010	639	63
Blackwood Creek	846	431	51
Ward Creek	412	104	25
Third Creek	318	30.8	10
General Creek	53	23.9	45

Trout Creek	462	10.9	2.4
Incline Creek	129	4.7	3.6
Glenbrook Creek	7.0	3.2	46
Edgewood Creek	11.4	2.1	18

A broader comparison of the relative importance of streambank erosion compared to all other sources of fine sediment in each of the 63 basins was made by comparing fine-sediment loadings estimates from all sources (Table 14 and Figure 5) with those solely from streambanks (Table 22 and Figure 19). Results are shown graphically by watershed number (Figure 21) and spatially (Figure 22).

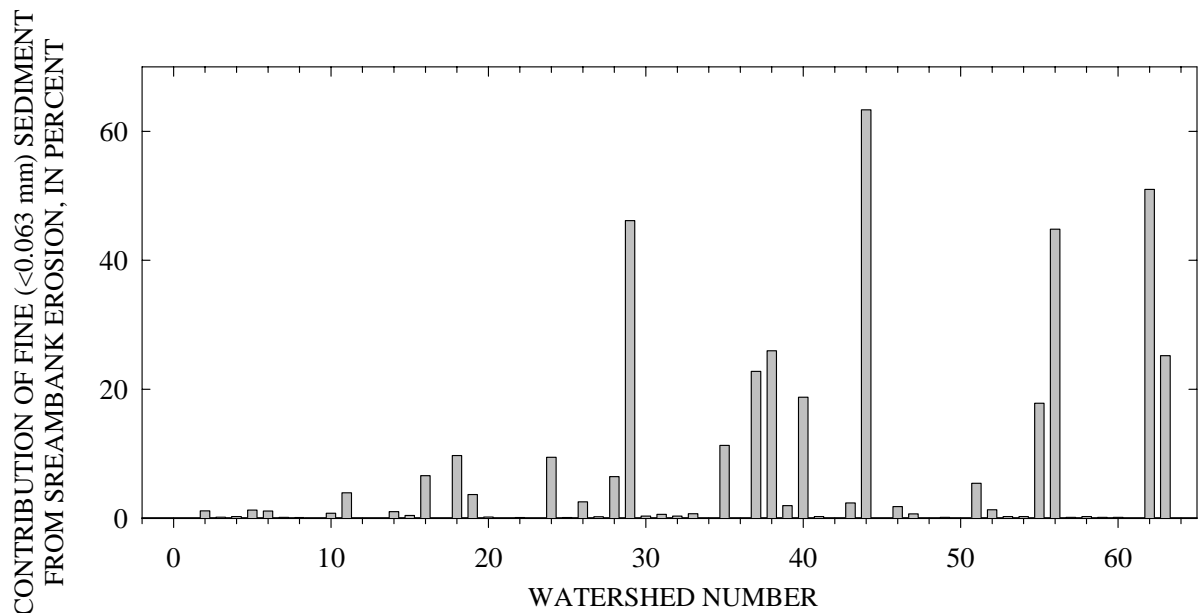


Figure 21- Contribution of fine (<0.063 mm) sediment from streambank erosion relative to all sources within each watershed.

SUMMARY AND CONCLUSIONS

The delivery of fine-grained sediment from tributary basins is listed as a major cause of water-clarity deterioration in Lake Tahoe. Efforts to control the discharge of fine sediment to the lake require knowledge of the volumes, rates and sources of this material. Similarly, use of a lake-clarity model to predict future clarity conditions and the effectiveness of management alternatives also require these types of data. The research described in this report used combinations of field-based observations of channel and bank stability with measured and simulated data on fine-sediment loadings to estimate fine-sediment loadings from un-monitored basins throughout the Lake Tahoe Basin. Loadings were expressed in the conventional format of mass per unit time (tonnes per year) but also in the number of particles finer than 20 µm, the latter for use in a lake-clarity model operated by the University of California, Davis.

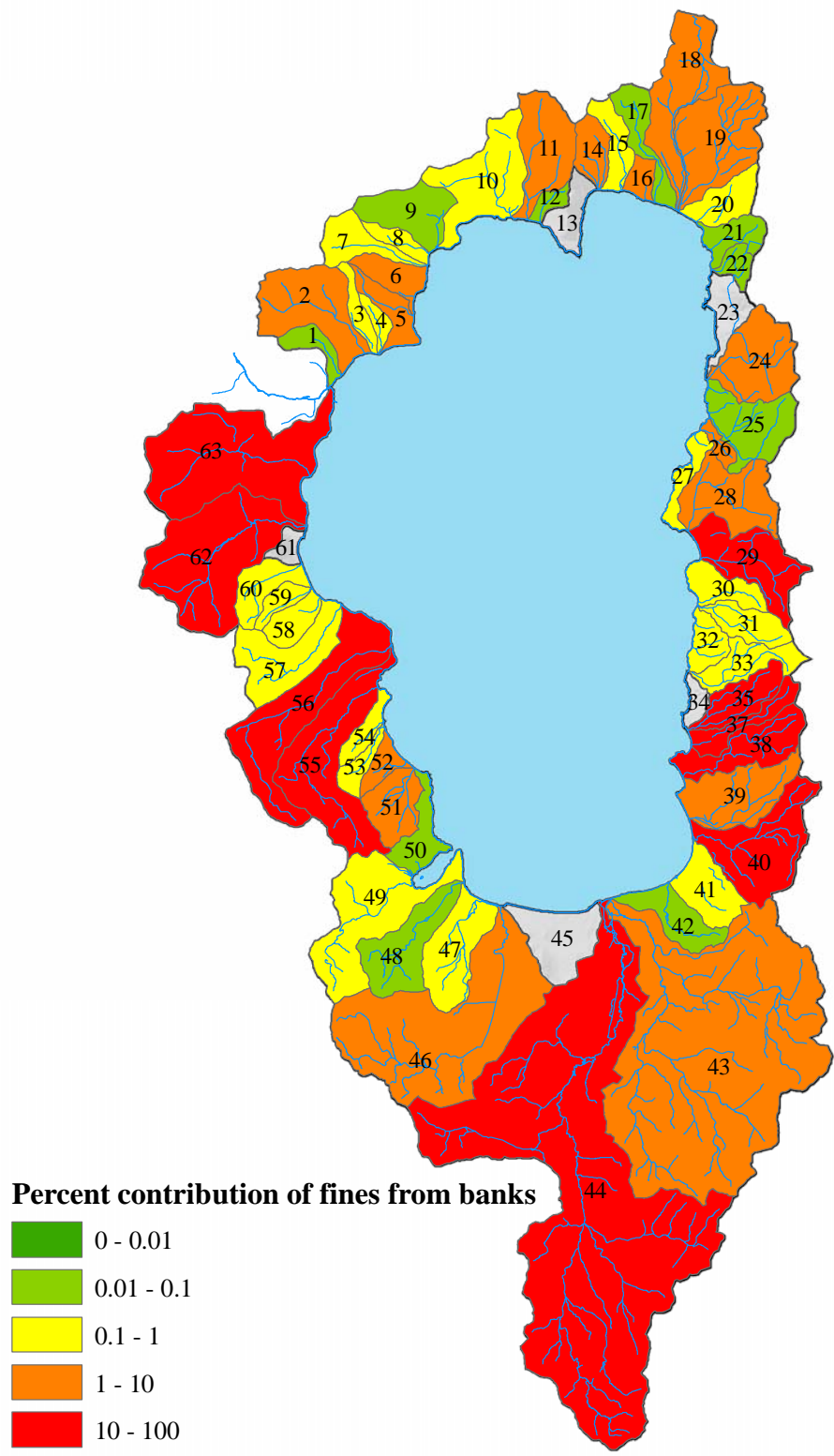


Figure 22- Contribution of fine (<0.063 mm) sediment from streambanks compared to all other sources within a given watershed.

Three types of fine-sediment loadings estimates have been provided for each of the 63 contributing watersheds in both tabular and graphical form:

1. Average, annual fine-sediment (<0.063 mm) loadings in tonnes per year (T/y);
2. Average, annual fine-sediment (<0.020 mm) loadings in number of particles per year (n/y); and
3. Average, annual fine-sediment (<0.063 mm) loadings in T/y from streambank erosion.

Fine-sediment (<0.063) loadings (in T/y) for each un-monitored watershed were based on extrapolating relations between distributions of a combined-stability index and measured fine yields (T/y/km²) within each basin quadrant. The greatest contributors happened to be those with measured data, not requiring extrapolation. In descending order they are: Upper Truckee River (1010 T/y), Blackwood Creek (846 T/y), Trout Creek (462 T/y) and Ward Creek (412 T/y). Summing the values from all 63 contributing watersheds provided an average, annual estimate of fine-sediment (<0.063 mm) loadings to the lake of 5,206 T/y.

Fine-sediment (<0.063 mm) loadings in tonnes per year had to be converted to loadings expressed number of particles per year finer than 0.020 mm for use in the lake-clarity model. This was accomplished using data from Rabidoux (2005) by establishing relations between total suspended-sediment concentration (in mg/l) and the concentration of the 5-20 µm fraction in number per milliliter. Resulting data were converted to mean-daily and then annual values using suspended-sediment rating relations from Simon *et al.*, (2003). A total of 7.79E+19 particles in the 5-20 µm fraction were calculated to enter Lake Tahoe in an average year with the Upper Truckee River accounting for almost 25% of the total. Contributions from Blackwood, Ward, Trout, and Third Creeks account for another 23% of these very fine particles. Thus, these five streams making up about 40% of the basin area, account for almost 50% of all fine-sediment loadings to the lake.

Contributions of fine sediment from streambank erosion was estimated by developing empirical relations between measured or simulated bank-erosion rates (adjusted for the content of silt and clay in the bank material) with a field-based measure of the extent of bank instability along given reaches and streams. Measured, unit values of fine sediment (<0.063 mm) erosion rates ranged from 12.2 m³/y/km for Blackwood Creek to 0.002 m³/y/km for Logan House Creek. Multiplying by the length of main channels in the watershed produced estimates of fine-sediment streambank erosion for each of the watersheds in tonnes per year. Summing the values for all of the 63 contributing watersheds provided an average, annual fine-sediment loading from streambank erosion of 1,305 T/y. This represents about 25% of the average, annual fine-sediment load delivered to the lake from all sources. The two largest contributors, the Upper Truckee River (639 T/y) and Blackwood Creek (431 T/y), account for slightly more than 80% of all fines emanating from streambanks, representing about 20% of fine sediment delivered to Lake Tahoe from all sources.

Extrapolations of fine-sediment loadings to the un-monitored watersheds are based on documented empirical relations yet contain a significant amount of uncertainty. Except for those values derived directly from measured data, reported results should be considered as estimates.

ACKNOWLEDGMENTS

The research reported here was funded by the Tahoe Research Group at the University of California, Davis, Nevada Department of the Environmental Protection, and the Lahontan Regional Water Quality Control Board. Special thanks go to John Reuter, Jason Kuchnicki and Dave Roberts for navigating through the contracting complexities to make this project a reality. To Brian Bell, Mark Griffith, Danny and Lauren Klimetz of the USDA-ARS National Sedimentation Laboratory for very long days in the field and long nights working up data. And last but not least to Dixon's and the band of minstrels that make it all fun. This work could not have been completed without your help.

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From: [Aaron](#)
To: [Judi Allen](#); [Cindy Gustafson](#); [Alexis](#); [Carole Black](#); jcrockett@washoecounty.us; andy@gotahoe.com; info@inclinevillagemobilityhub.org
Subject: TTD Incline Mobility Committee Meeting May 22nd 2023
Date: Sunday, May 21, 2023 6:10:54 PM

Dear Judi Allen,

Please include this for tomorrow's TTD meeting Agenda Item II

Dear Tahoe Transportation District (TTD),

The vast overwhelming majority (LANDSLIDE voice) of Incline Village has made it loud and clear what their stance is regarding the Incline Village mobility hub but I still don't feel like the committee is hearing us. For those that didn't attend the workshop, it couldn't be more clear after about 2 dozen people, 100% that spoke, spoke out against OES! For those that did attend the workshop, were you at the same workshop as me? If TTD is hearing the public as they claim to say they are hearing them, TTD should immediately start the process of selling the Old Elementary School (OES) site on Southwood BLVD to new owners. TTD should cash that check they made in this deal and move on. Once TTD does that, then the Incline Village population as a whole might be able to start giving more positive feedback and energy, and everyone can actually make some multi-party progress toward transportation solutions. I still don't understand why it is so difficult to understand that you don't fix transportation problems by creating more supply, more cars driving, and reduced housing, instead of addressing needs directly. Agencies need to come together at this realization if they truly want to fix growth problems of the region.

Unless TTD starts the process of selling the OES, I don't see how anything can come from future public engagement workshop meetings or outreach because you have lost community support. Continuing to repeat the same mantra to us for 2-3 years is insulting.

Serving on such committees is no small thing, you have future generations of humans and wildlife in your hands. Please consider if you are appropriately trained in holistic sustainability and whole systems before choosing to fill such a position. Life, decisions and projects are not a silo in any one field. Impacts are cumulative, often indirect and broad reaching; be it making an economic decision/policy, a social decision/policy, an infrastructure decision/policy, a safety decision/policy, an environmental/wildlife decision/policy or others. I say this because I do not see big picture or systems thinking anywhere the direction we are headed. I am also seeing some representing themselves in their own silo. I give my thanks to Carol Black and support what she said and her presentation at the last committee meeting. She clearly has put some effort into this and it's appreciated.

Sincerely,

Aaron Vanderpool

806 Oriole Way

Incline Village, NV

Committee Member Comment, Incline Village Mobility Hub Committee Mtg May 22, 2023
Agenda Item III B, Submitted by Carole Black, Committee member and Incline Village resident

These comments relate to the reports re Mobility Hub Questionnaire and Mobility Hub Workshop #1. I request that planning for Mobility Hub Workshop #2 be deferred until after all info & possible remedial steps re concepts/process [e.g., Mobility Hub or Transit Center(s)] are shared, and reviewed/discussed in committee.

1. **Mobility Hub Questionnaire Results:** the presented report highlights results which appear to have been obtained/reported in a manner which may distort the underlying message from responders as follows:

1a. **Site Preferences: Staff report concludes that the OES was the second most preferred site in Incline Village dismissing the fact that the overwhelming number of responders by various means voted for “elsewhere.” Another view: Only 20/345 = 5.8% favored OES – not exactly a resounding endorsement!** I am also aware that some individuals may have simply entered “Not OES” but do not see this captured anywhere.

IV Mobility Hub Questionnaire 2023 as Presented by TTD								
Votes	50	100	150	200	250	300	350	Questions?
Ttl Questionnaires	345							How many responses listed “Not OES” for site? Where are these counted?
Site specified	230							
Sites in IV	104							
OES	20							How many of these are really saying “Not OES”?
IV Sites minus OES	84							
Sheriff	31							
Pondrsa/Trail	33							
Diamond Peak	11							
Old Orbit St	9							
Misc other IV sites	? Total count/list							
Sites “not in IV”	116							

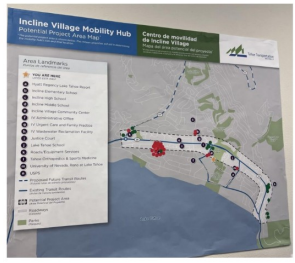
1b. **Amenities: By not separating Transit Services** (fundamental purpose of a Hub or Transit Center) **from Amenities** (optional niceties), the “Amenities” section of the questionnaire delivers results which do not address/prioritize transit needs at the expense of a distracting laundry list of optional items.

Certainly restrooms could be considered required. But other items listed are ancillary and/or distractions from major issues to be considered for an improved transportation service. Others can readily be delivered elsewhere. And some relevant items such as closing current Bus Service schedule gaps were not even asked.

Some literature does support the concept of “Transit Oriented Development” including “mixed use.” But housing, when included, seems to be recommended for siting within ~ 1/4 mile of a transit center, but not within or immediately adjacent. Other recommendations include limiting parking to encourage transit use and diagrams of bus drop off/ pick up routing which avoids residential areas.

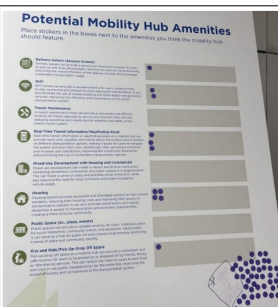
“Amenities” Questionnaire Section	
Item = Transit Service	Votes
Way-finding/Schedules	84
Indoor waiting/seating	66
Bus transfers	?
Bus service gaps closed	?
Micro-transit connection	?
Item = Amenity	Votes
Restrooms	128
Mixed Use	86
Public space	77
Wifi*	59
Coffee shop	40
Information booth	39
Affordable Housing	27
Parking*	?
Bike racks*	?
Bike/minor supply storage	?
Misc: dog park, bike rental, boat storage, strong security, grocery options, affordable gas (1 vote each)	
* Possibly considered “Services”?	

2. **Workshop Summary and Results:** The Workshop summary similarly fails to emphasize the level of community engagement & overwhelming audience message sent. Apparently 47 people signed in but not clear of total actual attendee #. The simplest way to summarize what I heard and saw is with two slides previously submitted by me to this committee (*snapshots and pic are from news article as cited in prior public comment by me*):



“Hub vs Transit Plan”

- Prevailing opinion re OES site is clear ... again!
- Comments included:
 - “we need bus stops ... bus service!”
 - “keep buses [for Rte 28 Rec visitors] out of neighborhoods”
- Data says: Limit Incline Village vehicle arrivals
- Shown project area is too limited > need Hubs/Intercept(s) before IV



“Amenities”

- Attendee comment heard: “They are trying to trick us ... I added a category = ‘none of above’”
- And look what got the votes!
- Why was there so little focus on transit service needs?
- Amenities are nice but basic transit service needs are fundamental

While these may not be the final results (as end of workshop boards were not made available), the themes I believe are clear and do not appear materially changed:

- > With respect to preferred site, message is clear: “Not OES”!
- > With respect to “Amenities” preferences, presented report results are confusing, possibly incorrect. Each person received several dots. Report says 30+ people voted for the audience-added “none of above” option but correct number is unclear. I counted 44 stickers in “none” corner above but can’t tell how many stickers each respondent placed. This may have changed by evening end but, even so, relating sticker count to people # would be impossible. **Nonetheless the message seems clear > forget most optional stuff; focus on planning viable transit/traffic programs (hopefully with restrooms)!**

In addition, public comments (?18) apparently overwhelmingly opposed the OES site – I have had community requests for transcriptions and/or posted recordings. Where/when available? And then there’s a “picture worth 1000 words” (*also from news report*):



Thus I ask ... **When can this committee expect to see proposals for transit services? Road safety data requires vehicle intercepts before IV** for Rte 28 Corridor site overflow traffic & **Public has been clear** re preferences for IV:

- **Transit Center approach** with transit transfers and safe waiting area w/transit info
- **Transit to meet passenger needs re service levels/timing**
- **Skip added “fluff amenities” except restrooms**, perhaps wifi, ?possibly bike racks

Not discussed but a community concern > **affordable housing** is a challenge and considered for OES site in the past. Yet co-location with a surface transit center, especially bus traffic, does not appear to be a preferred approach.

With these baseline assumptions, TTD staff and consultants should be able to develop some draft models w/site requirement estimates/options to present for committee discussion in the next couple of meetings. **And after that would the time to plan workshop #2 for further community input re feasible, specific siting options!**

Committee Member Recommendation 1: IV Mobility Hub Committee May, 2023 by Carole Black IV
Resident/Committee Member

Incoming Traffic Solution is Essential ... and IV Hub will not Fix This!

This analysis is based only on Sand Harbor usage using reported 2022 volumes[^] and assumes that what I have been told about parking spaces is correct (450 used), then each space turns over approx 4x/day & assumes that data includes the Shakespeare volume. If not, estimates below are low.

The reported numbers indicate an average vehicle occupancy of 2.8 which is about what has been quoted in past for individual vehicles. This does not include the IV vehicles for the ESE volume which at busy times is several hundred/day (≥ 500). And 500/2.8 avg people/vehicle > 178 ESE vehicles/day.

So in July we would be looking at the following estimate for vehicles passing along IVCB Rte 28 with occupants headed for Sand Harbor::

- Vehicles arriving at Sand Harbor = 1800/day
- Subtract 270 (est. ~ 15% of cars to Sand Harbor from south*) = 1530
- Add 180 (vehicles stopping in IV to board ESE)
- - > Net is approx. 1710 vehicles arriving and leaving through IV each day for busy season Sand Harbor use!

Sand Harbor Impact Estimate = 1700+ vehicles and 3400+ vehicle trips on busy season IVCB roads/day:

Near/In IV Impacted area:	Vehicles/day	Vehicle trips/day	Notes
Total: Incline Village (Rte 28)	1710	3420	<i>Excludes trips by residents with Senior parking passes (for Shakespeare which are apparently not counted); ? re all Shakespeare</i>
Crystal Bay > IV (Rte 28)*	1026	2052	
Rte 431 to IV*	685	1390	
<i>* assumes distribution of arrival directions for vehicles at Sand Harbor mimics arrival sources for ESE riders</i>			

Sand Harbor 2022 visitor volume thus accounted for ~ 50% of busy season average trips on Rte 28^{^^} & this doesn't include separate vehicle arrivals/vehicle trips for Tahoe East Shore Trail^{^^^}

>> **TTD/TRPA should not increase ESE trips this coming summer?** This will only increase total excessive trips in an area with existing safety challenges!^{^^^} **In an evacuation, what would happen???**

>> **IV Hub will not improve and may worsen this picture unless all arriving Rte 28 corridor volume without on-corridor parking is intercepted prior to IVCB.** This also applies to new SLT Event Center traffic.

>> **Transit service to IVCB needs to expand service hours.** Current TART Mainline NV avg = 74 passengers/day with gap 9-11am; last trip of day departs IV at 4:30pm; **not great for beach, events, commute!**

>> **Excess Vehicle Crashes along Rte 28 are a known issue ... What about TES Trail safety?** See pic:

<https://travelnevada.com/outdoor-recreation/tahoe-east-shore-trail/>



Notes:

^ Sand Harbor reported usage:

SAND HARBOR VISITOR COUNT - SUMMER 2022				
Month	Total Visitors	Total Vehicles	Ave Daily Visitors	Ave Daily Vehicle
May	41,662	17,541	1,344	566
June	79,800	29,329	2,660	978
July	155,128	55,855	5,004	1,802
Aug	139,789	44,769	4,509	1,444
Sept	45,587	23,191	1,520	773

^^ NDOT counts on Rte 28 between CB and IV during July averaged 18,368/day in 2021. In the recent WC Transportation Study the typical capacity listed for a two-lane rural highway is 13,900 vehicles/day. So that roadway segment is running ~ 4,468 trips/day over capacity

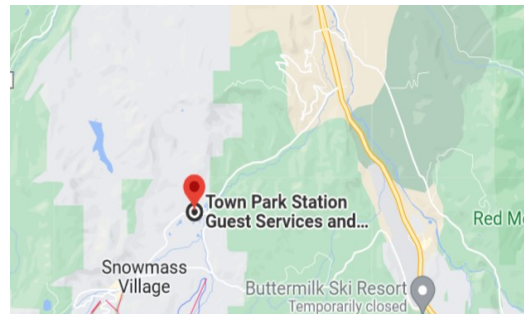
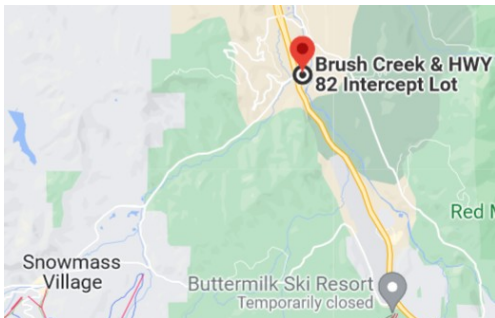
^^^ Tahoe East Shore Trail is reported to have accommodated 1850 one-way trips during July 2020 which would have required ~ 330 vehicles and a total # of vehicle arrival/departure trips = 660 and ESE accommodated approximately 500-550 passengers/day

^^^ Copied from recent WC Transportation report:

Safety
Between 2015 and 2019 there were a total of 554 crashes in the Incline Village and Crystal Bay areas. Of these, two were fatal, eight resulted in severe injuries, and 136 resulted in non-severe injuries. The remaining crashes were classified as property damage only. Exhibit 2-6 shows the density crashes experienced in Incline Village and Crystal Bay during this time period. Higher concentrations crashes occurred on the segment of SR 28 between Incline Village and Crystal Bay, including half of the crashes

**Committee Member Recommendation II. IV Mobility Hub Committee 5.21.2023:
THIS COULD WORK: Prior transit w/Village Transit Hub or Hubs for transfers locally -
Summary of Snowmass, CO Ski Season Transit and Parking***

- > Town area shuttle and Regional buses serving intercept lots and town center: Annual ridership >1 million.
- > Free Parking by permit in town (limited to purchased permits for residents, local lodging guests, employees; and at limited short term shopping spots)
- > Free Parking at 2 Intercept Lots outside of the town/ski area (~5mi and ~3mi) with Transit Centers



Ski Season Permit Parking: permits are purchased

Parking Permits

Village Numbered Lots:

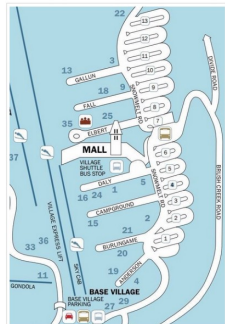
Located near the Snowmass Village Mall and ski slopes, the numbered lots of Snowmass Village are typically in high demand.

Winter Season:

Thanksgiving - Snowmass Mountain Closing Day

Parking in any numbered lot for a long period of time between 7:00 am - 1:00 pm requires a parking permit 7 days a week and holidays. The different types of permits offered are broken down below.

Free short-term shopping parking is available in **Lots 5 and 6**.



Permit Parking Zones:

Premium:

Premium parking permits are for hotel guests, residents, gold members, and senior. Premium Permits are Valid in **Lots 1-5 and 8-13**

Limited:

Limited parking permits are for local employees. Limited Permits are Valid in **Lots 1-3 and 10-13**

Restricted:

Restricted permits are for employees and residents of Snowmass Village. Restricted Permits are Valid in **Lots 10-13**



With the huge ridership volume the area is currently outgrowing the existing Transit Centers and there is proposed a larger central transit center for both local shuttle and regional bus transit use which would be able to co-locate up to 7 buses, with amenities limited to way-finding, bathrooms, ?wifi. The proposed project was recently deferred because of concerns about construction interfering with local businesses. [Note that there is in addition limited, pricey day visitor (skier) parking at Base Village.]

With access off of Rte 28 or 431 away from residential areas and pre-IVCB remote intercepts, I believe this type of approach (with boarding in IVCB for Rte 28 Corridor sites limited to residents, local lodging guests and all others only with proof of IV arrival by transit) could work in IVCB area ... Suggest a working session with consultants to review data/community feedback and brainstorm viable program options in order to build location requirement specs to facilitate site option review. There are, for example, 2 parcels on Rte 28 about to be re-assigned – might one/both of these work for a Transit Center? (And, as an aside, some sort of permit program for parking within IV overall might also be considered but this may fall in WC realm?)

* Ref: Snowmass related internet sites



MEMORANDUM

Date: July 27, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Joanie Schmitt, CFO

Subject: Review and Acceptance of the District’s Financial Statement of Operations for the Eleven Months of Fiscal Year 2023 Through May 31, 2023

Action Requested:

It is requested the Board accept the Financial Statement of Operations for the eleven months of fiscal year 2023 (FY23) ending May 31, 2023.

Fiscal Analysis:

TTD is reporting increases to the overall fund balances of \$3,659 for the General Fund, \$1,328 in the Capital Improvement Program (CIP) Fund, \$827,137 in the Transit Operations (TO) Fund and \$215,800 in the Parking Systems (PS) Fund on May 31, 2023.

Background:

Staff has completed analyzing financial information for the eleven months of FY23, ending May 31, 2023. The presentation of the financial information will highlight April and May activity and continues to detail TTD’s funds: General, CIP, TO, and PS. (See Attachment A.)

Discussion:

General Fund –

Overall, the District ended with an increase of \$7,374 for April and May activity. The increase can be summarized as follows:

<u>District Operations Revenues</u>		<u>District Operations Expenses</u>	
Rental Car Mitigation Fees (RCMF)	\$6,906	Personnel	\$50,277
Contributions	\$8,333	Insurance	\$4,481
Administrative Fees	\$5,814	Rent/Utilities	\$8,098
Miscellaneous/Rounding	\$501	Telephone	\$2,363
Interest	<u>\$2,125</u>	Professional Services	\$3,613
		Supplies	\$2,865
		Dues & Subscriptions	\$1,571
		Admin Support (ICAP)	(\$63,333)
		Legal	\$2,067
		Transfer - Grant Match	\$3,729
		Other	<u>\$574</u>
Total Revenues	\$23,679	Total Expenses	\$16,305

Rental Car Mitigation Fees are continuing to track lower than FY22 by \$9,542 year over year.

Administrative Fees from the Parking Management System were \$5,814, as the weather improved, meters were utilized, and seasonal staffing is in place for compliance monitoring.

The net result increased the General Fund's overall fund balance to \$878,002, which is \$3,659 more than at the start of the fiscal year.

CIP Fund –

April and May activity ended in an increase of \$561, resulting from interest of \$667 earned on project advances less \$96 from previous years' interest earned on Washoe County's Crystal Bay advance, that was returned in May and bank fees of \$10. Below is a brief recap of April and May activity for the CIP Fund.

<u>Funding Source</u>	<u>Expenditures</u>	<u>Grant Balance</u>
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$344	\$526,536
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)	\$0	\$24,519
FTA 5339 (FY18)	\$5,126	\$16,326
FTA 5339 (FY19)	\$391	\$186,799
FTA 5339 (FY20 & FY21)	\$360	\$257,614
TDA STA Match	\$19,135	\$0
TDA LTF Reserve (Phoenix Bus Purchase)	\$0	\$400,000
FTA 5339C (FY18)	\$220,190	\$697,021
TDA LTF Reserve (Charging Equipment)	\$43,114	\$0
NDOT		
Recreational Travel Phase II	\$2,385	\$167,614
General Fund (Match)	\$126	\$8,822
Transportation Alternative Program (TAP)	\$2,064	\$1,170,396
Washoe County Bond Sale (Match)	\$109	\$355,722
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	\$3,784	\$1,168,331
NDOT – Incline Mobility Hub Concept Study	\$43,297	\$86,889
TDA LTF Reserve (Match)	\$2,279	\$4,573
NDOT – Facility Plan	\$8,324	\$662,528
Douglas County (Match)	\$438	\$34,836
NDOT – Central Corridor (Chimney)	\$2,723	\$2,333,278
Tahoe Fund (Match)	\$132	\$8,965
Highway Infrastructure Program (HIP)		
Caltrans – US 50	\$0	\$470,655
California Office of Emergency Services	\$4,081	\$74,945
CTC (Match)	\$1,360	\$24,982
General Fund (Match)	\$3,603	\$500
California Sustainable Planning (ZEB)	\$0	\$308,489
TDA LTF Reserve (Match)	\$0	\$39,869
Bank Fees	<u>\$10</u>	
Total Expenditures	\$363,375	

TTD paid sales tax in the amount of \$19,135 on the 2022 Davey Coach Turtle Top cutaway bus purchased in April, utilizing FY23 TDA funds. The sales tax was transferred from the CIP fund to the TO fixed assets where it will be added to the purchase price and depreciated over the life of the bus (seven years).

TTD purchased a pedestal charger for \$52,744 from Proterra utilizing a FY18 FTA 5339c grant for \$9,630 and FY22 LTF funds of \$43,114. The CIP fund transferred the charger to the TO fixed assets where it will be depreciated over five years.

TTD paid \$204,860 to Proterra for the installation of the overhead and pedestal chargers using a FY18 FTA 5339c grant.

TTD purchased a warranty for the Proterra pedestal charger of \$5,700 through Proterra utilizing a FY18 FTA 5339c grant. The CIP fund transferred it to the Transit Operations Prepays asset account where it will be expensed over 60 monthly installments.

TTD purchased two Ring cameras totaling \$751 utilizing a FY20 and FY21 FTA 5339 grant for \$360 and a FY19 FTA 5339 grant in the amount of \$391, which were then transferred from the CIP fund to TO's expense "Equipment Under \$5,000".

TTD purchased a Pressure Washer in the amount of \$5,126 using a FY18 FTA 5339 grant. The CIP fund transferred the washer to TO's fixed assets where it will be depreciated over three years.

The net April and May activity resulted in increasing CIP's overall fund balance to \$2,964, which is \$1,328 more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with a decrease of \$426,677 for April and May activity. The decrease can be summarized as follows:

<u>Revenue Detail</u>	<u>Operations</u>
FTA	
5307	\$0
5311	\$136,816
Transportation Development Act (TDA)	\$409,223
Low Carbon Transit Operations Program	\$0
Nevada State Parks	\$0
El Dorado County	\$89,545
Solar Renewable Energy Credits	\$0
Contributions – STPUD	\$0
Miscellaneous	\$18
Sale of Fixed Asset (Scrap)	\$745
Pass Through Revenue	\$0
Interest	<u>\$14,667</u>
Total Revenues	\$651,014
<u>Expense Detail</u>	
Personnel	\$593,095
Fuel/Fuel Tax	\$31,571
Insurance	\$40,811
Repairs/Maintenance	\$118,615

	<u>Operations</u>
Professional Services/Contracts	\$53,081
Facility Rent/Utilities/Phone	\$79,687
Supplies	\$9,848
ICAP	\$61,775
Transfer - Grant Match	\$64,528
Depreciation	\$83,345
Advertising/Outreach	\$3,163
Equipment under \$5K	\$751
Capital Outlay	(\$83,456)
Warranty	\$8,465
Other Expenses	<u>\$12,412</u>
Total Expenses	\$1,077,691
Increase/(Decrease)	\$426,677

As mentioned earlier, the CIP fund transferred \$83,456 to the TO fund fixed assets (pedestal charger, pressure washer, sales tax on Davy bus \$77,005), prepaids (Proterra pedestal charging warranty \$5,700), and equipment under \$5,000 (Ring cameras \$751).

The net result decreased Transit's overall fund balance for the year to \$10,794,680, which is \$827,137 more than at the start of the fiscal year.

Parking System (PS) Fund-

The Parking System Fund experienced an increase of \$48,724 for April and May activity. The recap is as follows:

<u>Parking Systems Revenues</u>		<u>Parking Systems Expenses</u>	
Parking Meters	\$56,482	Personnel	\$4,695
Parking Events	\$0	Contracts	\$0
Parking Non-Compliance	\$3,612	Professional Services	\$720
Interest	<u>\$2,450</u>	Subscriptions, Dues	\$16
		Telephone	\$318
		Admin Fees	\$5,814
		Bank/Credit Card Fees	\$702
		Supplies	\$1,555
		Other	<u>(\$1)</u>
Total Revenue	\$62,543	Total Expenses	\$13,819

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 \$683,183, which is \$215,800 more than at the start of the fiscal year.

Balance Sheet-

The detailed balance sheet as of May 31, 2023 is included in Attachment A.

The capital asset balance, net of depreciation, includes \$6,133,376 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. May Financial Statement
- B. FY23 Cash Flow through May
- C. Updated Grant Status Report

**Tahoe Transportation District
Balance Sheet
As of May 31, 2023**

	TOTAL	General	CIP	Transit	PS	GFA
ASSETS						
Cash & Equivalents	4,986,349	890,191	18,651	3,397,006	680,501	0
Accounts Receivable	1,242,568	6,906	466,585	765,975	3,101	
Prepays	342,772	6,287		336,406	79	
Inventory	389,360			389,360		
*Capital Assets, Net Depreciation	6,540,830			6,540,830		
TOTAL ASSETS	13,501,879	903,384	485,236	11,429,577	683,680	0
LIABILITIES						
Accounts Payable	495,674	6,115	331,402	157,659	497	0
Deferred Revenues	482,302	19,267	150,870	312,165		
Nevada State Bank - LOC						
Insurance Payable	62,922			62,922		
EE Compensated Absences	102,151			102,151		37,943
TOTAL LIABILITIES	1,143,049	25,382	482,272	634,898	497	37,943
NET POSITION						
Invested in Capital Assets	5,628,928			5,628,928		0
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	1,047,924	3,659	1,328	827,137	215,800	(2,189)
TOTAL NET POSITION	12,358,829	878,002	2,964	10,794,680	683,183	(37,943)
TOTAL LIABILITIES & NET POSITION	13,501,879	903,384	485,236	11,429,577	683,680	0

* The fixed asset and land balances, net of depreciation, include \$6,133,376 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 May 31, 2023**

	TOTAL	General	CIP	Transit	PS	GFA
Revenues						
Federal Grants	4,563,080		2,162,334	2,400,746		
State Funding	3,013,643		64,283	2,949,360		
Contributions	79,162	45,833	1,035	32,294		
General Revenues	26,956	26,847		110		
Charges for Services	522,927	110,217		11,440	401,270	
Special Items	47,440	4,809	1,449	35,307	5,874	
Pass-Through Revenue	45,300			45,300		
TOTAL REVENUES	8,298,509	187,706	2,229,102	5,474,557	407,144	
Expenses						
Personnel	3,942,011	331,189	101,863	3,428,129	80,830	
Personnel - Compensated Absences	4,700			4,700		2,189
Contracts	273,448		226,450		46,998	
Fuel	232,710			232,710		
Depreciation	541,524			541,524		
Other Operating	2,178,770	206,112	227,167	1,681,975	63,516	
ICAP - 10%		(358,093)	9,473	348,620		
Capital Outlay	31,784			31,784		
Interest	338	338				
Other Funding Sources		4,502	1,662,820	(1,667,322)		
Pass-Through Expenses	45,300			45,300		
TOTAL EXPENSES	7,250,584	184,047	2,227,774	4,647,420	191,343	2,189
FY 23 Increase / (Decrease) to Fund Balance	1,047,924	3,659	1,328	827,137	215,800	(2,189)

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2022 through May 31, 2023**

				General Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	April	May	Apr & May	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Revenues										
General Revenues										
Miscellaneous		500	25,847	500		500	26,847	25,847	103.87%	26,847
Contributions	12,500	12,500	12,500	4,166	4,167	8,333	45,833	50,000	91.67%	45,833
Total General Revenues	12,500	13,000	38,347	4,666	4,167	8,833	72,680	75,847	95.82%	72,680
Charges for Services										
Administrative Fees	26,223	7,747	147	967	4,847	5,814	39,932	47,500	84.07%	39,932
Rental Car Mitigation Fees	31,152	13,508	18,719	3,537	3,370	6,906	70,286	95,000	73.98%	70,286
Total Charges for Services	57,375	21,255	18,867	4,504	8,216	12,720	110,217	142,500	77.35%	110,217
Special Items										
Sale of Fixed Assets										
Interest Revenue	150	314	2,219	1,066	1,060	2,125	4,809	2,500	192.36%	4,809
Total Special Revenues	150	314	2,219	1,066	1,060	2,125	4,809	2,500	192.36%	4,809
TOTAL REVENUES	70,025	34,569	59,432	10,236	13,443	23,679	187,706	220,847	84.99%	187,706
Expenses										
Operating										
Personnel	81,613	96,272	103,027	26,954	23,322	50,277	331,189	405,888	81.60%	331,189
Admin Support	(89,303)	(110,371)	(95,086)	(31,834)	(31,499)	(63,333)	(358,093)	(426,092)	84.04%	(358,093)
Repairs & Maintenance								250	0.00%	
Insurance	6,955	6,955	6,955	2,318	2,163	4,481	25,348	28,280	89.63%	25,348
Facility Rent	11,897	13,218	12,147	4,049	4,049	8,098	45,360	52,041	87.16%	45,360
Telephone	4,285	3,471	3,554	1,181	1,181	2,363	13,672	15,310	89.30%	13,672
Supplies	4,039	3,247	4,365	1,425	1,440	2,865	14,516	26,560	54.65%	14,516
Advertising & Public Relations								1,500	0.00%	
Reproduction & Printing		222	65				287	750	38.22%	287
Postage			398				398	500	79.60%	398
Dues, Subscriptions & Publications	5,022	5,741	2,579	973	598	1,571	14,913	16,332	91.31%	14,913
License & Permits								500	0.00%	
Professional Services/Contracts	10,274	4,498	8,015	2,321	1,293	3,613	26,401	35,000	75.43%	26,401
Legal Services	3,803	937	2,839	689	1,378	2,067	9,646	20,000	48.23%	9,646
Auditing Services		30,740					30,740	35,740	86.01%	30,740
Bank Fee / CC Fees			47	17	15	32	79	500	15.81%	79
Transit Management - No Shore		20,000					20,000	20,000	100.00%	20,000
Training	939	219					1,158	3,500	33.09%	1,158
Travel		734		407		407	1,141	6,700	17.03%	1,141
Events	289	340					629	1,500	41.95%	629
Miscellaneous Expenses	583	738	369	(0)	135	135	1,825	17,700	10.31%	1,825
Total Operating	40,398	76,961	49,274	8,500	4,075	12,575	179,208	262,459	68.28%	179,208
Capital Outlay										
Office & Equipment over \$5000	0	0	0	0	0	0	0	0	100.00%	0
Office & Equipment under \$5000										
CIP over \$5000										
Reimbursed Capital Expenses										
Total Capital Outlay	0	0	0	0	0	0	0	0	100.00%	0

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2022 through May 31, 2023**

	General Fund Activity						Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	April	May	Apr & May	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Interest										
Interest Expense			338				338	750	45.01%	338
Total Interest Expense	0	0	338	0	0	0	338	750	45.01%	338
Other Financing Sources										
Preventive Maint (In)										
Capital Outlay (In) Out										
Transfer (In) Out	398	171	203	3,641	88	3,729	4,502	5,297	84.99%	4,502
Total Other Financing Sources	398	171	203	3,641	88	3,729	4,502	5,297	84.99%	4,502
TOTAL EXPENSES	40,796	77,132	49,814	12,141	4,163	16,304	184,047	268,506	68.54%	184,047
Increase/(Decrease) to Fund Balance	29,229	(42,563)	9,618	(1,905)	9,280	7,374	3,659	(47,659)	-7.68%	3,659

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2022 through May 31, 2023**

	CIP Fund						Actual vs Budget			Program YTD						
	1st Qtr	2nd Qtr	3rd Qtr	April	May	Apr & May	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	74,615	95,580	50,803	9,488	60,291	255,593	1,882,486	13.58%	91,335	17,069	19,716	127,474			255,593
Congestive Mitigation & Air Quality (CMAQ)	2,490	4,016	3,278	90	254	344	10,127	252,500	4.01%	10,127						10,127
Highway Infrastructure Pgm (HIP)								561,961	0.00%							
Infrastructure - COVID		648	885	102	121	223	1,756		-100.00%			1,756				1,756
Office of Emergency Services (CalOES)	16,537	15,389	14,356	(327)	4,408	4,081	50,362	125,969	39.98%					50,362		50,362
Federal Transportation Administration	50,825	1,243,144	358,035	360	225,707	226,067	1,878,071	2,515,053	74.67%						1,878,071	1,878,071
Transportation Alternative Programs (TAP)		2,180	3,631	397	1,667	2,064	7,875	362,415	2.17%			7,875				7,875
CA Sustainable Transportation Planning		679	332				1,011	25,743	3.93%				1,011			1,011
Prop 1B	3,441	161	188				3,790	3,602	-100.00%						3,790	3,790
Washoe County		115	191	21	88	109	414	40,467	1.02%			414				414
Douglas County		241	151	184	254	438	830	10,084	8.23%				830			830
Contributions	5,512	5,512	5,307	(49)	1,541	1,492	17,823	39,998	44.56%			1,035		16,787		17,823
Total Capital Grants & Contributions	103,912	1,346,699	481,934	51,581	243,527	295,108	2,227,653	5,820,278	38.27%	101,462	17,069	30,796	129,315	67,150	1,881,861	2,227,653
Special Items																
Interest Revenue	24	62	696	311	356	667	1,449		-100.00%			1,074	375			1,449
Total Special Items	24	62	696	311	356	667	1,449	0	-100.00%	0	0	1,074	375	0	0	1,449
TOTAL REVENUES	103,936	1,346,761	482,630	51,892	243,883	295,775	2,229,102	5,820,278	38.30%	101,462	17,069	31,870	129,690	67,150	1,881,861	2,229,102
Expenses																
Personnel	20,906	36,392	35,380	4,463	4,722	9,185	101,863	337,766	30.16%	33,776	16,121	27,693	9,005	15,268		101,863
Contract Services	21,186	59,669	83,036	52,018	10,541	62,559	226,450	3,249,928	6.97%	63,909			124,010	38,532		226,450
Reproduction & Printing								4,800	0.00%							
Rent Meeting Room								1,000	0.00%							
Supplies			203				203	250	81.34%						203	203
License & Permits									100.00%							
Advertising / Outreach								900	0.00%							
Postage		77					77		-100.00%						77	77
Utilities									100.00%							
Professional Services	6,284	5,626	7,441	(26)	206,632	206,606	225,956	261,071	86.55%	331		303	661	16,953	207,708	225,956
Administrative Fees									100.00%							
Bank Fees			15	5	5	10	25					18	7			25
Training		25					25		-100.00%	25						25
Travel - Per Diem			286				286	1,000	28.63%						286	286
Travel - Commercial Air									100.00%							
Travel - Auto			255				255	3,350	7.60%						255	255
Miscellaneous				96		96	96	0	-100.00%			96				96
Dues & Subscriptions		30	213				243	265	91.76%	30	213					243
ICAP - 10%	1,687	3,206	3,022	686	872	1,558	9,473	26,092	36.31%	3,391	1,633	2,800	1,649			9,473
Total Operating	50,064	105,025	129,851	57,242	222,772	280,015	564,954	3,886,422	14.54%	101,462	17,967	30,910	135,332	70,753	208,530	564,954

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2022 through May 31, 2023**

	CIP Fund						Actual vs Budget			Program YTD						
	1st Qtr	2nd Qtr	3rd Qtr	April	May	Apr & May	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline (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	359,930	19,135	63,570	82,705	1,710,365	1,874,063	91.27%						1,710,365	1,710,365
Equipment under \$5000	23,725	6,802	505	360	391	751	31,784	135,644	23.43%						31,784	31,784
CIP Over \$5000									100.00%							
Reimb Capital Expenses	(54,266)	(1,243,992)	(360,435)	(19,495)	(63,961)	(83,456)	(1,742,149)	(2,009,707)	86.69%						(1,742,149)	(1,742,149)
Total Capital Outlay	0	0	0	0	0	0	0	0	100.00%	0	0	0	0	0	0	0
Other Financing Sources																
Preventive Maint (In)								0	100.00%							
Capital Outlay (In) Out	54,266	1,243,992	360,435	19,495	63,961	83,456	1,742,149	2,009,707	86.69%						1,742,149	1,742,149
Transfer (In) Out	(417)	(2,317)	(8,338)	(25,055)	(43,202)	(68,257)	(79,329)	(75,851)	104.59%		(898)		(6,010)	(3,603)	(68,817)	(79,329)
Total Other Financing Sources	53,848	1,241,674	352,098	(5,560)	20,760	15,200	1,662,820	1,933,856	85.98%	0	(898)	0	(6,010)	(3,603)	1,673,332	1,662,820
TOTAL EXPENSES	103,912	1,346,699	481,949	51,682	243,532	295,214	2,227,774	5,820,278	38.28%	101,462	17,069	30,910	129,322	67,150	1,881,861	2,227,774
Increase / (Decrease) to Fund Balance	24	62	681	210	351	561	1,328	0	-100.00%	0	0	959	369	0	0	1,328

Tahoe Transportation District
 Transit Fund
 Statement of Operations
 July 1, 2022 through May 31, 2023

				TO Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	April	May	Apr & May	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Revenues										
Grants & Contributions										
FTA 5311	192,336	282,914	165,151	65,889	70,927	136,816	777,217	1,015,218	76.56%	777,217
FTA 5307	728,955	416,982	477,592				1,623,529	2,798,399	58.02%	1,623,529
FTA 5310								0	100.00%	
TDA - LTF	423,888	423,888	471,888	141,296	141,296	282,592	1,602,256	1,695,153	94.52%	1,602,256
TDA - STA	189,271	189,271	190,102	63,090	63,541	126,631	695,275	757,084	91.84%	695,275
TDA - SGR			95,555				95,555	95,555	100.00%	95,555
LCTOP	72,618	190,281	16,026				278,925	278,372	100.20%	278,925
NV State Parks	85,000						85,000	85,000	100.00%	85,000
El Dorado County			102,804	45,048	44,497	89,545	192,349	87,500	219.83%	192,349
Solar Renewable Energy Credits			11,440				11,440	15,000	76.27%	11,440
Sac Emergency Clean Air									100.00%	
Hybrid Voucher Incentive Pgm								43,114	0.00%	
Contributions			32,294				32,294	35,000	92.27%	32,294
Total Grants & Contributions	1,692,068	1,503,336	1,562,852	315,323	320,260	635,584	5,393,840	6,905,395	78.11%	5,393,840
Charges for Services										
FareBox Revenue									100.00%	
Pass Sales									100.00%	
Advertising Revenue									100.00%	
Total Charges for Services	0	0	0	0	0	0	0	0	100.00%	0
Special Items										
Sale of Fixed Assets	224	3,328			745	745	4,296	4,000	107.41%	4,296
Miscellaneous	41	30	21	9	9	18	110		-100.00%	110
Insurance Claim Revenues									100.00%	
Interest Revenue	631	1,330	14,383	6,892	7,775	14,667	31,011	20,000	155.06%	31,011
Total Special Items	895	4,688	14,404	6,901	8,529	15,430	35,417	24,000	147.57%	35,417
Pass Through Revenue	25,670	19,630	0	0	0	0	45,300	50,000	90.60%	45,300
TOTAL REVENUES	1,718,633	1,527,653	1,577,256	322,224	328,790	651,014	5,474,557	6,979,395	78.44%	5,474,557
Expenses										
Operating										
Personnel	916,493	1,033,786	889,455	305,469	287,626	593,095	3,432,829	4,413,319	77.78%	3,432,829
Contract									100.00%	
Vehicle Fuel	82,974	68,807	49,358	14,967	16,604	31,571	232,710	350,000	66.49%	232,710
Sales Tax on Fuel	108	118	86				312	1,200	26.00%	312
Repair and Maintenance	104,278	120,424	124,692	51,777	66,838	118,615	468,009	789,023	59.31%	468,009
Insurance	62,426	105,783	64,491	21,384	19,426	40,811	273,511	346,670	78.90%	273,511
Reproduction & Printing	1,732		130				1,862	5,000	37.24%	1,862
Facility Rent	45,325	39,952	41,819	13,941	13,941	27,882	154,978	183,381	84.51%	154,978
Facility Utilities	22,407	46,695	35,018	37,219	8,888	46,107	150,228	150,000	100.15%	150,228
Telephone	8,741	9,302	8,609	2,833	2,865	5,698	32,351	35,000	92.43%	32,351

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2022 through May 31, 2023

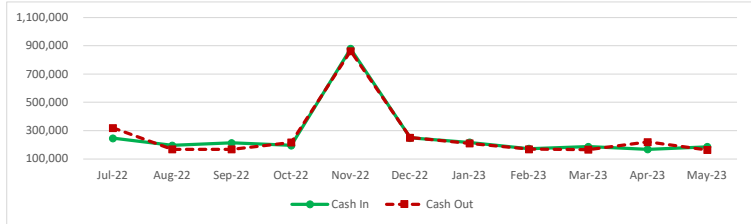
	TO Fund Activity						Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	April	May	Apr & May	YEAR TO	Board	Var %	Transit Operations
							DATE	Approved Budget		
Expenses Continued										
Supplies	16,403	12,468	16,978	1,094	8,753	9,848	55,697	68,018	81.89%	55,697
Advertising & Public Relations	7,059	3,817	2,603	835	2,328	3,163	16,643	47,525	35.02%	16,643
License & Permits			75				75	1,035	7.25%	75
Dues, Subscriptions and Publications	2,105	6,196	7,677	1,079	1,065	2,144	18,122	26,260	69.01%	18,122
Warranty		15,510	12,555	4,185	4,280	8,465	36,530	41,190	88.69%	36,530
Professional Services	115,510	130,139	130,827	30,841	22,240	53,081	429,557	652,127	65.87%	429,557
Bank Fees	1,276	1,254	1,625	479	537	1,016	5,171	6,000	86.18%	5,171
Training	870	2,785	3,395	1,855		1,855	8,905	25,000	35.62%	8,905
Travel	4,306	6,208	6,506	2,201	4,067	6,268	23,287	27,000	86.25%	23,287
Reimbursed Travel	638	1,898	(1,402)	199		199	1,333		-100.00%	1,333
Miscellaneous Expenses	2,990	1,027	455	624	307	931	5,405	55,000	9.83%	5,405
ICAP - 10%	87,616	107,164	92,065	31,147	30,627	61,775	348,620	400,000	87.15%	348,620
Depreciation Expense	71,171	265,438	121,569	39,942	43,403	83,345	541,524	550,000	98.46%	541,524
Total Operating	1,554,429	1,978,775	1,608,586	562,072	533,796	1,095,868	6,237,658	8,172,748	76.32%	6,237,658
Capital Outlay										
Equipment under \$5000	23,725	6,802	505	360	391	751	31,784	135,644	23.43%	31,784
Disposal of Fixed Assets									100.00%	
Reimbursed Capital Expenses									100.00%	
Total Capital Outlay	23,725	6,802	505	360	391	751	31,784	135,644	23.43%	31,784
Other Financing Sources										
Capital Outlay (In) Out	(54,266)	(1,243,992)	(360,435)	(19,495)	(63,961)	(83,456)	(1,742,149)	(2,009,707)	86.69%	(1,742,149)
Transfer (In) Out	19	2,146	8,134	21,414	43,114	64,528	74,827	70,554	106.06%	74,827
Total Other Financing Sources	(54,246)	(1,241,846)	(352,301)	1,919	(20,847)	(18,929)	(1,667,322)	(1,939,153)	85.98%	(1,667,322)
Pass Through Expenses	25,670	19,630	0	0	0	0	45,300	50,000	-100.00%	45,300
TOTAL EXPENSES	1,549,578	763,361	1,256,790	564,351	513,340	1,077,691	4,647,420	6,419,239	72.40%	4,647,420
Increase / Decrease) to Fund Balance	169,056	764,293	320,466	(242,127)	(184,551)	(426,677)	827,137	560,156	147.66%	827,137

Tahoe Transportation District
 Parking Systems Fund
 Statement of Operations
 July 1, 2022 through May 31, 2023

	Parking System Activity						Actual vs Budget			Parking Systems		
	1st Qtr	2nd Qtr	3rd Qtr	April	May	Apr & May	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	0	0	100.00%	0	0	0
Charges for Services												
Parking Ops - Meters	243,508	62,307	8	9,347	47,135	56,482	362,305	425,000	85.25%	362,305		362,305
Parking Ops - Events	800	800					1,600		-100.00%	1,600		1,600
Parking Non Compliance	18,726	13,562	1,464	325	3,287	3,612	37,365	50,000	74.73%		37,365	37,365
Total Charges for Services	263,034	76,670	1,473	9,672	50,422	60,094	401,270	475,000	84.48%	363,905	37,365	401,270
Special Items												
Interest Revenue	14	194	3,216	1,116	1,334	2,450	5,874		-100.00%	5,874		5,874
Total Special Revenues	14	194	3,216	1,116	1,334	2,450	5,874	0	-100.00%	5,874	0	5,874
TOTAL REVENUES	263,048	76,864	4,689	10,788	51,755	62,543	407,144	475,000	85.71%	369,779	37,365	407,144
Expenses												
Personnel	43,023	27,091	6,021	818	3,877	4,695	80,830	87,282	92.61%	45,063	35,766	80,830
Contracts		46,998					46,998	147,687	31.82%	46,998		46,998
Professional Services	3,266	1,665	817	259	461	720	6,468	33,700	19.19%	3,153	3,316	6,468
Insurance									100.00%			
Telephone	492	433	16	159	159	318	1,259	1,800	69.95%	630	630	1,259
Subscriptions, Publications, Dues	20	23	23	8	8	16	82	700	11.71%	41	41	82
License & Permits	165						165	150	109.95%	82	82	165
Supplies	130	74		1,555		1,555	1,759	2,500	70.35%	204	1,555	1,759
Repairs & Maintenance								9,499	0.00%			
Admin Fees	26,223	7,747	147	967	4,847	5,814	39,932	47,500	84.07%	36,391	3,541	39,932
Travel - Auto		28					28	250	11.32%		28	28
Bank / CC Fees	8,742	4,199	181	39	663	702	13,823	20,000	69.11%	13,823		13,823
Misc Fees								202	0.00%			
Depreciation									100.00%			
TOTAL OPERATING EXPENSES	82,061	88,257	7,206	3,805	10,014	13,819	191,343	351,270	54.47%	146,384	44,960	191,343
Capital Outlay												
Equipment over \$5000									100.00%			
Equipment under \$5000									100.00%			
Total Capital Outlay	0	0	0	0	0	0	0	0	100.00%	0	0	0
Other Funding Sources - Revenues												
Revenues												
Capital (In) Out									100.00%			
Transfers (In) Out									100.00%			
Total Other Financing Sources	0	0	0	0	0	0	0	0	100.00%	0	0	0
Total Expenses and Other Funding Sources	82,061	88,257	7,206	3,805	10,014	13,819	191,343	351,270	54%	146,384	44,960	191,343
Increase /(Decrease) to Fund Balance	180,987	(11,394)	(2,517)	6,983	41,741	48,724	215,800	123,730	174.41%	223,395	(7,595)	215,800

Tahoe Transportation District
Governmental Funds Cash Flow
July 1, 2022 through May 31, 2023

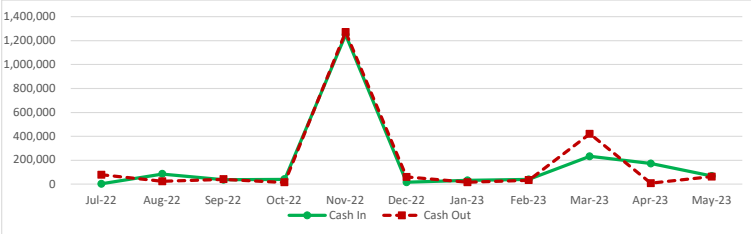
GENERAL FUND



Cash In Source	Total	Transfer from other funds for					Contri- butions	LOC	Misc Receipts
		RCMF	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	
Dec-22	247,964	0	201,368	46,227	220	0		149	
Jan-23	216,167	0	155,465	34,111	98	0		26,493	
Feb-23	172,091	0	140,773	30,720	21	0		577	
Mar-23	186,732	16,495	126,457	30,255	28	12,500		996	
Apr-23	169,215	3,847	131,001	31,834	967	0		1,566	
May-23	185,533	11,885	123,743	31,499	4,847	12,500		1,060	

Cash Out Source	Total	Net Payroll	Match To			Vendor Payments	LOC	Net
			PR Liabilities	CIP				
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	
Dec-22	250,971	22,596	185,409.54	38.14	42,927.08		(3,007)	
Jan-23	209,374	15,535	183,469.19	98.92	10,270.37		6,793	
Feb-23	168,365	21,460	135,311.45	87.35	11,506.07		3,726	
Mar-23	166,061	18,258	136,319.13	16.93	11,466.79		20,671	
Apr-23	219,520	14,237	198,031.73	3,641.15	3,610.03		(50,305)	
May-23	163,787	12,383	132,243.01	36.12	19,124.99		21,747	

CIP FUND

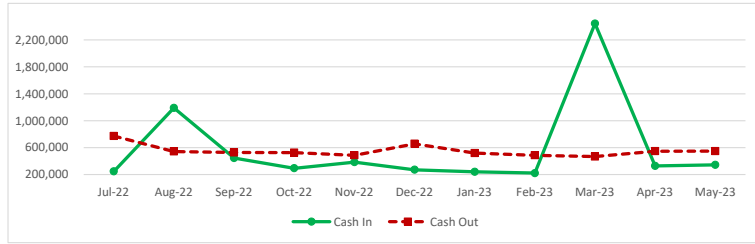


Cash In Source	Total	FTA	NDOT -			CalOES	Contrib /Other	Match
			TRPA Prop 1B	Caltrans - US 50 & ZEB	STBG & INFRA			
Jul-22	1,461	1,304	0	0	0	0	2	155
Aug-22	85,417	50,990	2,880	18,661	12,760	0	10	116
Sep-22	37,538	20,285	0	13,198	0	3,896	12	146
Oct-22	40,458	30,540	1,063	5,772	2,963	0	13	108
Nov-22	1,248,222	1,237,190	0	5,210	2,201	2,851	13	757
Dec-22	16,041	5,877	0	8,676	0	0	36	1,453
Jan-23	31,091	77	0	14,691	0	15,600	247	476
Feb-23	38,805	0	0	12,511	25,353	0	220	721
Mar-23	232,945	150,985	2,712	30,090	912	4,530	228	43,488
Apr-23	172,106	96,541	15	0	34,282	5,901	10,311	25,055
May-23	69,008	0	0	14,616	4,764	6,122	356	43,150

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)
Dec-22	60,720	10,398	6,328	1,474	42,519	(44,679)
Jan-23	15,515	8,097	6,199	1,344	(125)	15,576
Feb-23	33,256	5,839	4,577	941	21,900	5,550
Mar-23	420,920	6,257	4,412	737	409,514	(187,975)
Apr-23	8,431	2,712	1,751	686	3,282	163,675
May-23	62,749	3,146	1,525	872	57,206	6,260

Tahoe Transportation District
Enterprise Funds Cash Flow
July 1, 2022 through May 31, 2023

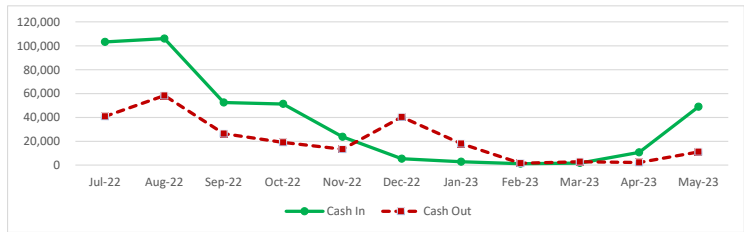
TRANSIT OPERATIONS FUND



Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl SGR	Pass Thru	Farebox Contri- butions	Misc Receipts	Interest	Sale of Fixed Asset
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	0
Nov-22	385,242	199,977	56,235	0	42,606	85,000	0	274	1,150
Dec-22	271,367	188,959	79,476	0	0	0	0	754	2,178
Jan-23	240,818	140,613	90,105	0	0	0	5,126	4,975	0
Feb-23	221,589	87,410	91,410	0	6,040	32,294	0	4,436	0
Mar-23	2,441,403	322,459	101,399	1,688,506	13,590	300,000	9,924	5,525	0
Apr-23	327,866	155,133	54,653	100,000	6,040	0	5,148	6,892	0
May-23	344,215	0	47,674	288,021	0	0	0	7,775	745

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)
Dec-22	657,176	248,803	192,600	44,753	169,606	1,414	(385,809)
Jan-23	518,724	163,441	148,171	32,768	173,968	377	(277,906)
Feb-23	486,931	157,939	135,614	29,779	162,965	634	(265,342)
Mar-23	467,929	164,355	120,788	29,518	146,144	7,124	1,973,474
Apr-23	547,224	175,478	128,923	31,147	190,262	21,414	(219,358)
May-23	549,228	169,029	121,023	30,627	185,435	43,114	(205,013)

PARKING SYSTEMS FUND



Cash In Source	Total	Parking Meter Rev	Non-Comp Revenue	Contri- butions	Misc Receipts	Interest
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
Dec-22	5,349	324	4,842	0	0	184
Jan-23	2,831	8	1,583	0	0	1,240
Feb-23	1,106	0	0	0	0	1,106
Mar-23	1,773	0	903	0	0	870
Apr-23	10,707	9,347	244	0	0	1,116
May-23	48,905	47,135	437	0	0	1,334

Cash Out Source	Total	Net Payroll	PR Liabilities	Vendor Payments	Admin Fees	Net
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
Dec-22	40,305	4,739	2,465	32,881	220	(34,956)
Jan-23	17,995	1,191	1,095	15,611	98	(15,163)
Feb-23	1,580	667	583	309	21	(474)
Mar-23	2,795	1,235	1,251	281	28	(1,021)
Apr-23	2,219	491	327	434	967	8,488
May-23	11,109	2,681	1,196	2,385	4,847	37,796

Grant Status Report		August 2023										
Funder	Work Program	Grant Name	Project	\$\$ Requested	Min Match %	Match \$\$	Match From	Submitted	Award Date	Awarded?	Status	
1	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
2	FTA	4.7 - Transit Operations	FY21 - Section 5310	ADA Operations	\$ 63,357	25%	\$ 15,839	Transportation Development Credits	Yes	n/a	Yes	Awarded - Pending grant agreement
3	FHWA	3.18.5 - Communication & Technology Infrastructure	SMART - Strengthening Mobility & Revolutionizing 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	Mar-23	Yes	Awarded - pending grant agreement
4	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	No	Not awarded
5	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	No	Not awarded
6	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	23-Apr	Yes	Awarded - pending grant agreement
7	FHWA	3.3	2023 RAISE	SR28 Corridor	\$ 27,820,000	0%	\$ 2,820,000	State	Yes-02/2023	Jun-23	No	Not awarded
8	FTA	3.11 - Maintenance and Admin Facility	Areas of Persistent Poverty Program	TTD Maintenance and Administrative Facility Replacement Planning	\$ 944,445	10%	\$ 94,445	Transportation Development Credits	Yes-03/2023	Jul-23	No	Not awarded
9	NDOT	4.7 - Transit Operations	NDOT FY 24-26 5311	Operations/ Preventative Maintenance	\$ 3,307,283	Admin 20%, Ops 40.62%	\$ 1,223,757	TDA	Yes - 04/2023	Sep-23	Pending	Pending Decision
10	NDOT	4.3 - Capital Equipment	NDOT FY 24-26 5339	Capital Vehicles and Equipment	\$ 2,886,600	15%	\$ 530,400	TDA	Yes - 04/2023	Sep-23	Pending	Pending Decision
11	FTA	4.3 - Capital Equipment	FY2023 5339(b) Low No	Capital Vehicles and Equipment	\$ 3,400,000	15%	\$ 600,000	Transportation Development Credits	Yes - 04/2023	Jul-23	Yes	Awarded - pending grant agreement
12	TMPO	3.1 - SSCRCP	2023 Regional Grant Program-NV	US-50 - Revised Design Phase	\$ 2,975,962	5%	\$ 156,630	Toll credits/ gas tax	Yes - 6/2023	Fall 2023	Pending	Pending Decision
13	TMPO	3.3 - NV Stateline to Stateline Bikeway	2023 Regional Grant Program-NV	NV Stateline to Stateline Bikeway-Crystal Bay to InclineVillage	\$ 1,139,932	5%	\$ 59,997	WC Local Funds	Yes - 6/2023	Fall 2023	Pending	Pending Decision



MEMORANDUM

Date: July 27, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approve the Tahoe Transportation District Title VI Plans of the Civil Rights Act of 1964 for the Federal Highway Administration and Federal Transit Administration as Required as a Subrecipient of the Nevada Department of Transportation

Action Requested:

It is requested the Board approve the District’s Title VI Plans of the Civil Rights Act of 1964 relative to the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) as required as a subrecipient of the Nevada Department of Transportation (Attachments A and B).

Fiscal Analysis:

All expenditures associated with this item are accounted for in the FY24 Work Program and associated budget as part of the District’s operations.

Work Program Analysis:

All work associated with this effort is captured under respective elements of the approved FY24 Work Program as part of the District’s operations.

Background:

As a recipient and sub-recipient of Federal-aid, TTD is required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 forbids discrimination against anyone in the United States because of race, color, or national origin by any program receiving Federal-aid. Subsequently, various other statutes, including the Federal-Aid Highway Act of 1973, added prohibitions against discrimination based on sex, age, disability, or socioeconomic status. The Civil Rights Restoration Act of 1987 defines the word “program” to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives Federal financial assistance. FHWA and FTA administrative rules for application of the law have enough variation for their respective programs that two separate plans are necessary for the use of program funds. To illustrate the expression of these differences will be found in the procurement clauses used for contracts with vendors when using funds from the two programs.

Discussion:

TTD receives funding from the Federal Highway Administration and the Federal Transportation Administration as a subrecipient of the Nevada Department of Transportation (NDOT). NDOT,

/ja

AGENDA ITEM: V.B.

in its role as stewards of federal interest and oversight, requires its subrecipients to implement policies and procedures prohibiting discrimination. Subrecipients must document their compliance by submitting Title VI plans to NDOT annually or upon request. The plans must be approved by the Board and signed by the District Manager.

Additional Information:

If you have any questions or comments regarding this item, please contact Judi Allen at jallen@tahoetransportation.org or (775) 589-5502.

Attachments:

- A. Title VI FHWA Implementation Plan for NDOT
- B. Title VI FTA Implementation Plan for NDOT



Tahoe Transportation District
TITLE VI FHWA Implementation Plan
for Nevada Department of Transportation
Approved by the Board of Directors: *pending*

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 Fiscal Year 2023 Certifications and Assurances

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 Title VI Complaint Procedures

 TTD Title VI Complaint Form – English

 TTD - Título Vi Denuncia Forma - Español

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 Notice to the Public

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 Four Factor Analysis

Executive Summary

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients and or contractors, whether those programs and activities are Federally funded or not.

Executive Order 13166 placed renewed emphasis on Title VI issues, to ensure meaningful and equal access in programs and activities to persons with Limited English Proficiency (LEP).

Recipients of federal-aid funding from the Federal Highway Administration (FHWA) and Nevada Department of Transportation (NDOT) are required to develop policies, programs, and practices that ensure federal dollars are used in a manner that is nondiscriminatory as required under Title VI.

This document details how the Tahoe Transportation District incorporates nondiscrimination policies and practices in all its programs and activities.

1. Jurisdiction and Authorities

The Tahoe Transportation District (TTD) is a recipient of US Department of Transportation (USDOT) funding through the Nevada Department of Transportation (NDOT) funding assistance and is, therefore, subject to the Title VI compliance conditions associated with the use of these funds pursuant to the following:

NONDISCRIMINATION STATUTES

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq);
- Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- Age Discrimination Act of 1975;
- Section 504 of the Rehabilitation Act of 1973;
- Americans With Disabilities Act of 1990;
- Civil Rights Restoration Act of 1987;
- 49 CFR Part 21;
- 23 CFR Part 200;
- USDOT Order 1050.2;
- Executive Order #12898 (Environmental Justice);
- Executive Order #13166 (Limited-English-Proficiency);
- The Americans with Disabilities Act (42 USC 126)
- Title II of the Americans with Disabilities Act Implementing Regulation (28 CFR 35)
- Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq).
- Section 504 of the Rehabilitation Act of 1973 Implementing Regulation 49 CFR 27
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Public Rights-of-Way (PROWAG) Notice of Proposed Rule Making, July 26, 2011
- Uniform Federal Accessibility Standards (UFAS)
- Title VII of the Civil Rights Act of 1964, as amended
(<http://www.eeoc.gov/laws/statutes/titlevii.cfm>)
- The Age Discrimination in Employment Act of 1967, as amended
(<http://www.eeoc.gov/laws/statutes/adea.cfm>)
- The Equal Pay Act of 1963 (<http://www.eeoc.gov/laws/statutes/epa.cfm>)
- Sections 501 and 505 of the Rehabilitation Act of 1973, as amended
(<http://www.eeoc.gov/laws/statutes/rehab.cfm>)
- The Genetic Information Nondiscrimination Act of 2008
(<http://www.eeoc.gov/laws/statutes/gina.cfm>)
- The Civil Rights Act of 1991 (<http://www.eeoc.gov/laws/statutes/cra-1991.cfm>)
- Title 29, Code of Federal Regulations, Part 1614 (<http://www.eeoc.gov/federal/directives/1614-final.cfm>)
- No Fear Act (<https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/no-fear-act>)
- 23 CFR 230, Subpart C

2. Introduction to Tahoe Transportation District

The Tahoe Transportation District (TTD) was established in 1980. TTD is a bi-state, special purpose transportation district that delivers capital projects in the Lake Tahoe basin. Examples of TTD projects include road realignments, bridges, roundabouts, complete streets, parking, shared use paths, and transit facilities. All of TTD's projects serve transportation purposes and help to accomplish regional transportation goals. At the same time, some of TTD's projects also create development opportunities that further other public purposes and goals.

TTD is represented by twelve (12) appointed Board of Directors. The Board members are appointed by their respective jurisdictions.

The Board of Directors:

Seat 1	City of South Lake Tahoe	Seat 7	Tahoe North Truckee Transportation Management Assoc.
Seat 2	Carson City, NV	Seat 8	South Shore Transportation Management Assoc.
Seat 3	Douglas County, NV	Seat 9	Nevada Governor Appointee
Seat 4	El Dorado County, CA	Seat 10	California Governor Appointee
Seat 5	Washoe County, NV	Seat 11	Tahoe Regional Planning Agency Appointee
Seat 6	Placer County, CA	Seat 12	Member at Large

The Board of Directors established the vision, strategic plan, policies, and goals for the District. As the representative body, the Board is responsible for establishing the policies and guideline under which TTD operates and approving how funds will be expended. The District Manager is responsible for implementing the policies adopted by the TTD Board.

The District Manager reports to the TTD Board and has primary responsible for providing leadership and policy guidance and ensuring that vision, strategic plan and goals of TTD are implemented and met. The District Manager performs the professional and administrative processes necessary to achieve the efficient and economic operation of the Board.

TTD has designated the Title VI Coordinator to develop and oversee the TTD's Title VI plan, ensure the plan meets federal requirements, update the plan as regulations change, monitor compliance, receive complaints, and submit appropriate reports.

TTD's Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations ("CFR") Part 200, and Title 49 CFR Part 21.

3. General Reporting Requirements

3.1 Annual Title VI Certification and Assurance

Requirement

Federally assisted subrecipients must submit annual their Title VI certification and assurance as part of their Annual Certifications and Assurances submission to NDOT 23 CFR § 200.9 (a).

Reporting

TTD has submitted the required annual Title VI certification and assurance. (Attachment A)

3.2 Title VI Program Plan

Requirement

Subrecipients must document their compliance with DOT's Title VI regulations by submitting a Title VI Program Plan to NDOT annually, and/or upon request. For all recipients (including subrecipients), the Title VI Program Plan must be approved by the recipient's Board of Directors, appropriate governing entity, or officials responsible for policy decisions prior to submission.

Reporting

TTD has completed the required elements and documentation for the Title VI Program, has formalized the plan, included all attachments, and submitted it to NDOT.

3.2.1. Policy Statement

Requirement

Subrecipients must include a Title VI policy statement as part of their Title VI Plan.

Reporting

TTD has submitted the required Title VI Policy Statement as part of their plan. (Attachment B)

3.2.2. Organization & Staffing

Requirement

Subrecipients must include a description of their staffing and reporting structure and an organizational chart as part of their Title VI Plan.

Reporting

Under the authority of TTD's District Manager, Judi Allen, Executive Assistant, will serve as the Title VI Coordinator and be responsible for ensuring implementation of the TTD's Title VI program.

The Title VI Coordinator and staff are responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, internal education, and oversight of the day-to-day administrative requirements of TTD's Title VI Program.

The Title VI Coordinator's responsibilities include, but are not limited to:

- Process the disposition of Title VI complaints received.
- Collect statistical data (race, color or national origin) of participants in and beneficiaries of agency programs (e.g., affected citizens and impacted communities).
- Conduct annual Title VI reviews of agency to determine the effectiveness of program activities at all levels.

- Conduct training programs on Title VI and other related statutes for agency employees.
- Prepare a yearly report of Title VI accomplishments and goals, as required.
- Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
- Identify and eliminate discrimination.
- Establish procedures for promptly resolving deficiency status and writing the remedial action necessary, all within a period not to exceed 90 days.

The organizational chart (Attachment C) shows the Title VI Coordinator's access to the agency's highest authority.

3.2.3. Program Area Reviews

Requirement

Subrecipients must include a description of their review/oversight process as part of their Title VI Plan.

Reporting

The Title VI Coordinator will review the agency's Title VI program annually to ensure implementation of the Title VI plan in all areas of the organization to ensure nondiscrimination. In addition, agency operational guidelines and publications, including those for contractors, will be reviewed to verify that Title VI language and provisions are incorporated, as appropriate.

3.2.4. Special Emphasis Program Areas

Requirement

Subrecipients must include a statement that all Special Emphasis Program Areas are designated by a USDOT Modal Agency as part of their Title VI Plan.

Reporting

Special Emphasis Program Areas are identified by FHWA. No such Special Emphasis Program Area has been identified by TTD.

3.2.5. Contractor, Consultant, and Vendor Reviews

Requirement

Subrecipients must include a process to review their contractors, consultants, or vendors as part of their Title VI Plan.

Reporting

TTD is committed to nondiscrimination in all forms. Supervisors in each service area are responsible for familiarizing themselves with the requirements of Title VI, E.O. 12898, and E.O. 13166; and for ensuring that departmental contractors, consultants, and vendors are complying with the requirements of TTD's Title VI Program. The supervisors are responsible to promptly report issues or complaints concerning Title VI and related statutes to the Title VI Coordinator and for assisting the Title VI Coordinator in the efforts to implement all requirements, internally and externally. The supervisors are also responsible for coordinating with the Title VI Coordinator on any proposed changes to operating procedures, instructional memoranda, policies, and manuals, etc. that relate to Title VI.

3.2.6. Data Collection

Requirement

Federally assisted recipients, including subrecipients, are required to collect and maintain statistical data by race, color, national origin, and sex of affected communities, and participants and beneficiaries of federal aid. (49CFR 21.9 and 23 CFR 200.9)

Reporting

TTD is guided by the Federal regulations to collect statistical data on the race, color, and national origin of participants in and beneficiaries of its programs. As required, TTD will provide sign-in sheets during public meetings and will include a space or participants to note race, color, and national origin. This information will be retained for one (1) year and made available to authorizing agencies during reviews.

3.2.7. Training

Requirement

23 CFR 200.9 (b) (9) states that the Title VI Coordinator shall be responsible for conducting training programs on Title VI and related statutes. NDOT provides training in Title VI and related programs annually.

NDOT requires all subrecipients to have an approved Title VI Staff Awareness training program in place and given annually. The training must cover Title VI regulations, Title VI elements, and Title VI authorities.

Reporting

TTD's Title VI Staff Awareness training program, by means of in-person, electronic, and/or a combination, was approved by NDOT. Supporting data of Title VI Staff Awareness annual training, such as sign-in sheets, handouts, and content will be submitted to NDOT. Title VI Staff Awareness training will be held annually.

3.2.8. Complaint Procedures

Requirement

Federally assisted recipients and subrecipients must develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public upon request. Recipients must also develop a Title VI complaint form. The form and procedure for filing a complaint shall be available on the subrecipient's website.

Reporting

TTD is committed to ensuring all its programs and activities are operated in a nondiscriminatory manner and uses a complaint form which covers the Title VI requirements of race, color, and national origin. TTD did not have any Title VI complaints or lawsuits during the reporting period.

Any person who believes that they have been discriminated against on the basis of race, color, or national origin by TTD, may file a Title VI complaint with the TTD, NDOT, or the FHWA by completing and submitting the Title VI Complaint Form. The Complaint Form is available at **www.tahoetransportation.org** or at TTD's Admin office and are available in English and Spanish. Complaint Procedures and Complaint Forms are attached to this document as Attachment D.

All Title VI complaints are forwarded to NDOT or to FHWA for investigation within twenty-one (21) days of receipt of complaint.

Title VI Coordinator
TTD
PO Box 499
Zephyr Cove, NV 89448
(P) (775) 589-5502
(F) (775) 588-0917
jallen@tahoetransportation.org

Civil Rights Officer
NDOT
123 E. Washington Ave,
Bldg G
Las Vegas, NV 89101
(P) 702-730-3301
(F) 702-486-0487
jboyster@dot.nv.gov

Federal Highway Admin
U.S. Dept of Transportation
Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor, E81-105
Washington, DC 20590

3.2.9. Dissemination of Title VI Information

Requirement

Primary recipients must assist their subrecipients in complying with DOT's Title VI regulations, including public posting requirements.

All advertising policies and practices must assure free and open competition. This also relates to requirements and practices involving the following:

- Licensing, bonding, prequalification, and bidding
- Title VI and nondiscrimination assurances regarding race, color, and national origin

Reporting

Information on TTD's Title VI program will be disseminated on the agency's website, www.tahoetransportation.org, in the lobby of all of TTD's buildings open to the public, to agency employees, contractors, and beneficiaries, as well as to the public at large, according to federal and state laws/regulations. The Title VI program will be available in other languages when needed.

In addition to language access measures, other major components of the Public Participation Plan include public participation design factors; a range of public participation methods to provide information and to invite participation and/or to seek input; examples to demonstrate how population-appropriate outreach methods can be and were identified and utilized; and performance measures and objectives to ensure accountability and a means for improving over time. Notice to the Public of their Title VI rights is attached as Attachment E.

3.2.10. Limited English Proficiency (LEP) and Language Assistance Plan (LAP)

Requirement

Federally assisted recipients must take responsible steps to ensure meaningful access to benefits, services, information, and other important portions of its programs and activities for individuals who are Limited English Proficient (LEP). Recipients must use the information obtained in their Four-Factor Analysis to determine the specific language services that are appropriate to provide.

Reporting

TTD is committed to assisting people who do not speak English or do not speak English well. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are Limited English Proficient, or LEP. These individuals may be entitled to language assistance with respect to a particular type of program, service, or activity. This section outlines the LEP protections and plans for compliance. Title VI and Executive Order 13166 prohibit recipients of federal financial assistance from discrimination based on national origin.

It is the policy of TTD to take reasonable steps to provide LEP individuals with meaningful access to all programs, services, or activities. TTD shall take reasonable steps to effectively inform the public of the availability of language accessible programs, services, and activities.

Vital documents are translated into Spanish and other documents will be translated as needed.

Following federal guidance, Four Factor Analysis (Attachment F) has been completed to understand language need and allocate resources appropriately.

3.2.11. Environmental Justice (EJ)

Requirement

All subrecipients must include an Environmental Justice process as part of their Title VI Plan.

Reporting

In 1994, Executive Order (EO) 12898 Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations was issued. EO 12898 emphasized a federal agency's responsibility to make environmental justice a goal by identifying and addressing the effects of programs, policies and activities on minority and low-income populations. This is accomplished by involving the public in developing transportation projects that fit within their communities without sacrificing equity, environmental justice, and safety. TTD fulfills this requirement by following the NEPA process. TTD promotes public participation through ongoing outreach and event organization. In accordance with Executive Order 12898 on EJ and the related US DOT and FHWA Orders, TTD advances the principles of EJ in all programs, services and activities through a public involvement program and by screening programs and projects to identify, avoid, minimize or mitigate disproportionately high and adverse impacts. The transportation planning process requires TTD to identify planning assumptions under federal law—one of which is to use the most recently published U.S. Census Bureau data in the development of plans and programs.

3.2.12. Public Participation

Requirement

All subrecipients must include a public participation plan as part of their Title VI Plan.

Federally assisted recipients must also provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

At a minimum, recipients must disseminate this information to the public through measures, including but not limited to posting on its website and in public areas of the agency's office. Furthermore, notices will detail a subrecipient's Title VI obligations in languages other than English, as needed and consistent with the DOT LEP Guidance and the subrecipient's LAP.

Reporting

The public outreach strategies employed by TTD are often determined by the circumstances unique to individual projects and typically include a mix of public hearings and stakeholder meetings or as applicable. Information is distributed via the website or social media websites, surveys, advertising, media outreach, community events, and targeted presentations. TTD's commitment to public participation is based firmly on the belief that public involvement fosters an open decision-making process that elicits active participation from affected individuals, groups, communities, and other public agencies.

3.2.13. Review of Directives

Requirement

All subrecipients must include a process to review internal directives, policies, and procedures for potential Title VI impacts as part of their Title VI Plan.

Reporting

TTD has submitted a review of agency directives as part of their Title VI plan. This consisted of review logs outlining the directives the Title VI Coordinator reviewed, and took action, if necessary, to ensure that discriminatory language or implications were absent from any changes in policy, procedures, or new directives.

3.2.14. Compliance & Enforcement Procedures

Requirement

All subrecipients must include compliance and enforcement procedures as part of their Title VI Plan.

Reporting

TTD is committed to ensure the required Compliance and Enforcement Procedures. TTD does utilize contractors, vendors, or consultants. Managers and Supervisors in each service area are responsible for familiarizing themselves with the requirements of Title VI, E.O. 12898, and E.O. 13166 and for complying with the requirements of TTD's Title VI Program. They have promptly reported any issues or complaints concerning Title VI and related statutes to the Title VI Coordinator. As of this reporting period, no compliance or enforcement procedures have been enacted by TTD on any of its consultants, contractors, or vendors. TTD expects and addresses all nondiscrimination efforts in all business relations. Should noncompliance be found, TTD shall work with the contractor, consultant, or vendor to come into voluntary compliance. If that is unsuccessful, TTD shall take additional action to ensure compliance. All procedures for compliance and enforcement outline the agency's commitment to compliance in all Title VI and other non-discrimination areas, such as ADA, DBE, and Contract Compliance.

ATTACHMENTS

ATTACHMENT A

Fiscal Year 2023 Certifications and Assurances

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant’s registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget’s standard form 424B “Assurances—Non-Construction Programs”. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**7.1. Rolling Stock Buy America Reviews.**

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Tahoe Transportation District

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Certifications and Assurances

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Tahoe Transportation District

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

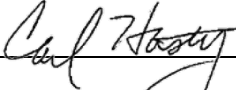
The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2023

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature  Date: 5/25/2023

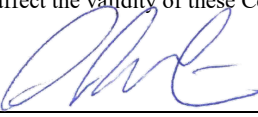
Name Carl Hasty Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Tahoe Transportation District

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature  Date: 5/25/2023

Name Sergio Rudin Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ATTACHMENT B

Title VI Policy Statement - Título VI Declaración De Políticas

Title VI of the Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." TTD is committed to complying with the requirements of Title VI in all of its federally funded programs and activities. For additional information about TTD's Title VI obligations, please call (775) 589-5502 or visit our website at www.tahoetransportation.org.

El Título VI de la Ley de Derechos Civiles de 1964 establece:

"Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en cualquier programa o actividad que reciba asistencia financiera federal". TTD se compromete a cumplir con los requisitos del Título VI en todos sus programas y actividades financiados con fondos federales. Para obtener información adicional sobre las obligaciones del Título VI de TTD, llame al (775) 589-5502 o visite nuestro sitio web en www.tahoetransportation.org.

Making a Title VI Complaint

Any person who believes he or she has been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint with TTD. Any such complaint must be in writing and filed with TTD within 180 days following the date of the alleged discriminatory occurrence. For information on how to file a complaint, please contact:

Title VI Coordinator
 TTD
 PO Box 499
 Zephyr Cove, NV 89448
 775 589-5502
www.tahoetransportation.org

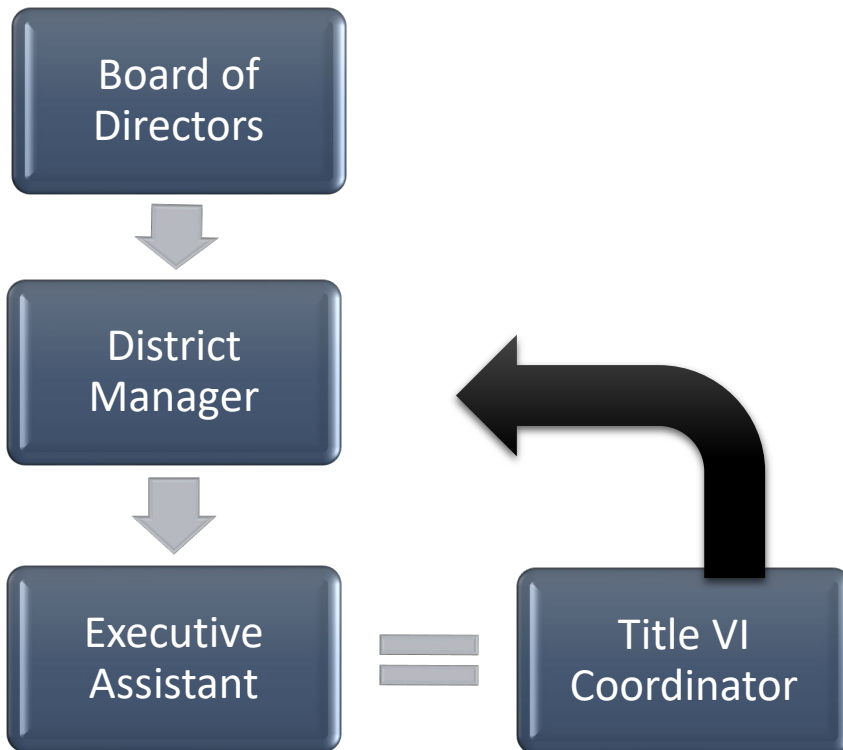
Presentar una queja de Título VI

Cualquier persona que crea que ha sido agraviada por una práctica discriminatoria ilegal bajo el Título VI puede presentar una queja ante TTD. Cualquier queja de este tipo debe presentarse por escrito y presentarse ante TTD dentro de los 180 días siguientes a la fecha del supuesto hecho discriminatorio. Para obtener información sobre cómo presentar una queja, comuníquese con:

Coordinador de Título VI
 TTD
 PO Box 499
 Zephyr Cove, NV 89448
 775 589-5502
www.tahoetransportation.org

ATTACHMENT C

Organization Chart



ATTACHMENT D

Title VI Complaint Procedures

The complaint procedures are available on TTD's website and cover the following:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Executive Order 12898
- Executive Order 13166

Any person, specific class of persons or entity that believes they have been subjected to discrimination as prohibited by the legal provisions of Title VI on the basis of race, color, or national origin status may file a formal complaint with TTD's Civil Rights Office. A copy of the Complaint Form is available on TTD's website and may be accessed electronically at: www.tahoetransportation.org

Title VI Complaint Reporting

The complaint must be filed within 180 days of the alleged discrimination and include the date the alleged discrimination became known to the complainant or the last date of the incident.

The complaint must be written and signed by the complainant and shall include:

- The complainant(s) name, address, and phone number;
- A detailed description of the alleged incident that led the complainant to believe discrimination occurred;
- The date of the alleged act of discrimination, the date when the complainant(s) became aware of the alleged discrimination, the last date of the conduct or the date when the conduct was discontinued;
- The names and job titles of those parties involved in the complaint;
- The facts and circumstances surrounding the alleged discrimination and the basis of the complaint (i.e., race, color, national origin, sex, age, disability, income status or retaliation);
- Names and contact information of persons whom the investigator can contact for additional information to support or clarify the allegations; and
- The corrective action being sought by the complainant. Complaints may be filed by one of the following methods:
 - By completing and signing the Complaint Form and delivering it in person or by mail;
 - By emailing or faxing the Complaint Form and sending the signed original; or
 - For the disabled, by calling where information obtained will be used to complete the Complaint Form and, subsequently, forwarded to the complainant for review, signature, and return.

Title VI Coordinator
TTD
PO Box 499
Zephyr Cove, NV 89448
(P) (775) 589-5502
(F) (775) 588-0917
jallen@tahoetransportation.org

Civil Rights Officer
NDOT
123 E. Washington Ave, Bldg G
Las Vegas, NV 89101
(P) (702) 730-3301
(F) (702) 486-0487
jboyster@dot.nv.gov

Civil Rights Program
Manager
U.S. DOT FTA
1200 New Jersey Ave., SE
Washington, DC
20590
(P) (202) 366-1783

Upon receipt of a completed complaint, the CRO will determine jurisdiction, acceptability or need for additional information and, within five days, acknowledge receipt of the complaint and the intended course of action.

- NDOT has sole authority for and will adjudicate all complaints filed against NDOT sub-recipients
- Complaints against TTD in USDOT funded programs will be referred to NDOT and/or USDOT for processing
- Complaints under all other federally funded programs fall under NDOT's authority and jurisdiction

For acceptance, a complaint must be:

- Timely filed
- Involve a covered basis (i.e., race, color, or national origin)

Complaints may be dismissed if the complainant:

- Requests the withdrawal of the complaint
- Fails to respond to repeated requests for additional information
- Fails to cooperate in the investigation, or
- Cannot be located after reasonable attempts to reach the complainant have been made

Complaints that fall under the jurisdiction of USDOT – NDOT Civil Rights Officer, will forward a copy of the complaint and preliminary finding to USDOT-HCR within 60 days. Once USDOT-HCR issues its final decision, it will notify NDOT and NDOT will notify all parties involved.

All allegations of discrimination will be taken seriously, and every effort will be made to provide a fair and unbiased determination. In instances where there is dissatisfaction with NDOT's determination, the complainant may file a complaint directly with the appropriate USDOT modality:

US Department of Transportation
 Federal Highway Administration
 Nevada Division
 705 Plaza Street, Ste. 220
 Carson City, NV 89701

US Department of Transportation
 Federal Highway Administration
 Office of Civil Rights
 1200 New Jersey Ave. SE
 Washington, DC 20590

US Department of Transportation
 Federal Transit Administration
 Office of Civil Rights
 1200 New Jersey Ave. SE
 Washington, DC 20590

TTD Title VI Complaint Form – English

Title VI of the Civil Rights Act of 1964 states "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Please provide the following information necessary in order to process your complaint. Assistance is available upon request. Complete this form and mail or deliver to: TTD, Judi Allen, PO Box 499, Zephyr Cove, NV 89448.

Complainant's Name (please print): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. (Home): _____(Cell): _____

Person discriminated against (if other than complainant)

Name (please print): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. (Home): _____(Cell): _____

1. What was the discrimination based on? (Check all that apply):

- Race Color National Origin

2. Date of incident resulting in discrimination: _____

3. Describe how you were discriminated against. What happened and who was responsible? For additional space, attach additional sheets of paper or use back of form.

4. Did you file this complaint with another federal, state or local agency, or with a federal or state court? (Check the appropriate space) Yes No

If your answer is yes, check each agency that a complaint was filed with:

- Federal Agency Federal Court State Agency State Court
- Local Agency Other

5. Provide the contact person information for the agency you also filed the complaint with:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Date Filed: _____

Sign below and be sure to attach or provide any supporting information that you believe may support your claim.

Complainant's Signature

Date

TTD - Título Vi Denuncia Forma - Español

Título VI de la ley de derechos civiles de 1964 Estados "ninguna persona en los Estados Unidos, por razón de raza, color u origen nacional, excluida de la participación en, ser negada los beneficios de o ser objeto de discriminación bajo cualquier programa o actividad recibiendo asistencia financiera federal". Dos órdenes ejecutivas extender las protecciones del título VI a la justicia ambiental, que también protege a las personas de bajos ingresos y habilidad limitada de inglés (LEP). Por favor proporcione la siguiente información necesaria para procesar su queja. Asistencia está disponible a petición. Complete este formulario y correo o entregar: TTD, Judi Allen, PO Box 499, Zephyr Cove, NV 89448.

El nombre del Querellante (por favor imprima): _____

Domicillio: _____

Ciudad: _____ Estado: _____ Codigo Postal: _____

Numero de telefono (Casa): _____ (Cell): _____

Persona discriminada (si no es querellante)

Nombre (por favor imprima): _____

Domicillio: _____

Ciudad: _____ Estado: _____ Codigo Postal: _____

Numero de telefono (Casa): _____ (Cell): _____

1. ¿Qué se basa la discriminación? (Marque todas las que apliquen):

Raze Color de Piel Pais de Origen

2. Fecha de incidente dando lugar a la discriminación: _____

3. Describir cómo fueron discriminados. ¿Lo que pasó y quién fue el responsable? Para espacio adicional, adjuntar hojas adicionales de papel o la parte posterior del formulario.

4. ¿Presentó esta denuncia con otro federal, estatal o agencia local; o ante un tribunal federal o estatal. (Compruebe el espacio correspondiente) Si No

Si tu respuesta es Sí, compruebe cada agencia que una denuncia con:

- Agencia Federal Corte Federal Court Agencia Estatal
 Corte Estatal Agencia Local Otro

5. Proporcionar la información de contacto para la agencia que también presentó la denuncia ante:

Nombre: _____

Domicilio: _____

Cuidad: _____ Estado : _____Codigo Postal: _____

Fecha de archivo: _____

Firmar a continuación y asegúrese de fijar o proporcionar cualquier información de apoyo que usted cree puede apoyar su reclamo.

Firma del Querellante

Fecha

ATTACHMENT E

Notice to the Public

NONDISCRIMINATION NOTICE TO THE PUBLIC

The Tahoe Transportation District (TTD) hereby gives public notice that it is the Agency's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, Title II of the Americans with Disabilities Act of 1990 (ADA), and other related authorities in all of its programs and activities.

TTD's Title VI and ADA Programs require that no person shall, on the grounds of race, color, national origin, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

Any person, who believes his/her Title VI or ADA rights have been violated, may file a complaint. Any such complaint must be in writing and filed with TTD's Civil Rights Office within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.

For additional information about TTD's Civil Rights programs and the procedures to file a complaint contact the TTD's Civil Rights Office via the information listed below:

AVISO DE NO DISCRIMINACIÓN AL PÚBLICO

The Tahoe Transportation District (TTD) por la presente notifica al público que es política de la Agencia asegurar el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, el Título II de la Ley de Estadounidenses con Discapacidades de 1990 (ADA) y otras autoridades relacionadas en todos sus programas y actividades.

Los programas Título VI y ADA de TTD requieren que ninguna persona, por motivos de raza, color, origen nacional o discapacidad, sea excluida de la participación, se le nieguen los beneficios o sea objeto de discriminación en cualquier programa o actividad. Cualquier persona que crea que se han violado sus derechos de Título VI o ADA, puede presentar una queja.

Cualquier queja de este tipo debe presentarse por escrito y presentarse ante la Oficina de Derechos Civiles de TTD dentro de los ciento ochenta (180) días siguientes a la fecha del presunto hecho discriminatorio.

Para obtener mas información sobre los programas de derechos civiles de TTD y los procedimientos para presentar una queja, comuníquese con la Oficina de derechos civiles de TTD a través de la información que se indica a continuación:

Title VI Coordinator
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448
775-589-5502
jallen@tahoetransportation.org

ATTACHMENT F

Four Factor Analysis

Factor 1 - The Number and Proportion of LEP Persons Served or Encountered in TTD’s Service Area

TTD provides year-round transportation on the South Shore of the Lake Tahoe basin, in the City of South Lake Tahoe, California and Stateline, Nevada. The service area population is approximately 30,940. There is also commuter bus service between Stateline, Carson City, and Minden/Gardnerville, Nevada. The population of that service area is 44,706.

TTD used the 2021 American Community Survey Five-Year Estimates to seek information on persons who speak languages other than English at home and who speak English less than very well.

Statistical Language Breakdown
Source: Census 2021

South Shore Service Area

Total Population: 30,940

	Number who Speak English Less Than Very Well	% Who Speak English Less Than Very Well
Spanish	2,120	6.9%
Tagalog	251	0.8%
Other Indo-European	109	0.3%

Express Service Area

Total Population: 44,706

	Number who Speak English Less Than Very Well	% Who Speak English Less Than Very Well
Spanish	1,357	3.04%
Tagalog	153	0.3%

A review of the above tables shows Spanish as the highest percentage of the total population who speak English less than very well in both service areas, with Tagalog as the second highest.

The California Department of Education report of English Learners by Language for the Lake Tahoe Unified School District confirms Spanish and Tagalog are the number one and two languages spoken at home.

Factor 2 - The Frequency with Which LEP Individuals Come into Contact with TTD Services

TTD serves LEP persons daily via the fixed route bus and complementary paratransit services. Approximately two out of every ten calls the dispatch office receives are Spanish speaking customers. The Lake Tahoe Basin has over 200,000 visitors a year who enjoy the winter, spring, fall and summer recreational activities. Visitors include international multi-lingual guests. TTD recognizes that the international visitors may be LEP and access TTD transit services during their temporary stay in the area.

Factor 3 - Nature and Importance of the Services Provided

TTD's transit services provide an important means of transportation for much of the public, including the LEP population, in South Lake Tahoe. TTD provides residents and visitors, including LEP persons, transportation services for commuting to work, shopping, recreational needs, school, health care, and other service needs. Transportation services provides a key role in connecting LEP persons to these essential services.

Factor 4 - Resources Available to TTD to Ensure Meaningful Access to Services by LEP Individuals

TTD continues to assess available resources in order to provide efficient, effective and meaningful LEP services. TTD has several dispatchers, bus operators, and a road supervisor who are fluent in Spanish and provide translation services when needed. Road supervisors have the Google Translate App on their company phones to assist with translations. TTD has the following documents translated to Spanish:

- Title VI policy statement, complaint procedure and form
- Paratransit service application and rider guide
- ADA complaint procedure and form
- Route notifications
- Service policy changes
- Transit project information and notices as necessary

When possible, TTD will:

- Share language assistance materials and services among and between other transit agencies and advocacy groups
- Share information through community groups who serve LEP persons
- Use telephonic and video conferencing interpretation services
- Use qualified translators and interpreters to ensure accuracy of translated documents
- Request and use qualified community volunteers in a formalized manner

Procedures will be in place to provide language assistance to LEP individuals as part of the standard business practices. The standard business practices to LEP individuals will include:

- Continued translation of vital bus service documents and notices to Spanish
- Appoint Spanish translators at public participation events, and if necessary, Tagalog translators
- Advise the public that TTD provides free LEP services to its programs and activities



Tahoe Transportation District
TITLE VI FTA Implementation Plan
for Nevada Department of Transportation
Approved by the Board of Directors: *pending*

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Fiscal Year 2023 Certifications and Assurances

ATTACHMENT B

Title VI Policy Statement - Título VI Declaración De Políticas

ATTACHMENT C

Organization Chart

ATTACHMENT D

Title VI Complaint Procedures

TTD Title VI Complaint Form – English

TTD - Título Vi Denuncia Forma - Español

ATTACHMENT E

Notice to the Public

ATTACHMENT F

Four Factor Analysis

Executive Summary

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients and or contractors, whether those programs and activities are Federally funded or not.

Executive Order 13166 placed renewed emphasis on Title VI issues, to ensure meaningful and equal access in programs and activities to persons with Limited English Proficiency (LEP).

Recipients of public transportation funding from the Federal Transit Administration (FTA) and Nevada Department of Transportation (NDOT) are required to develop policies, programs, and practices that ensure Federal transit dollars are used in a manner that is nondiscriminatory as required under Title VI.

This document details how the Tahoe Transportation District incorporates nondiscrimination policies and practices in providing services to the public.

1. Jurisdiction and Authorities

The Tahoe Transportation District (TTD) is a recipient of US Department of Transportation (USDOT) funding through the Nevada Department of Transportation (NDOT) funding assistance and is, therefore, subject to the Title VI compliance conditions associated with the use of these funds pursuant to the following:

NONDISCRIMINATION STATUTES

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq);
- Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- Age Discrimination Act of 1975;
- Section 504 of the Rehabilitation Act of 1973;
- Americans With Disabilities Act of 1990;
- Civil Rights Restoration Act of 1987;
- 49 CFR Part 21;
- 23 CFR Part 200;
- USDOT Order 1050.2;
- Executive Order #12898 (Environmental Justice);
- Executive Order #13166 (Limited-English-Proficiency);
- The Americans with Disabilities Act (42 USC 126)
- Title II of the Americans with Disabilities Act Implementing Regulation (28 CFR 35)
- Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq).
- Section 504 of the Rehabilitation Act of 1973 Implementing Regulation 49 CFR 27
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Public Rights-of-Way (PROWAG) Notice of Proposed Rule Making, July 26, 2011
- Uniform Federal Accessibility Standards (UFAS)
- Title VII of the Civil Rights Act of 1964, as amended (<http://www.eeoc.gov/laws/statutes/titlevii.cfm>)
- The Age Discrimination in Employment Act of 1967, as amended (<http://www.eeoc.gov/laws/statutes/adea.cfm>)
- The Equal Pay Act of 1963 (<http://www.eeoc.gov/laws/statutes/epa.cfm>)
- Sections 501 and 505 of the Rehabilitation Act of 1973, as amended (<http://www.eeoc.gov/laws/statutes/rehab.cfm>)
- The Genetic Information Nondiscrimination Act of 2008 (<http://www.eeoc.gov/laws/statutes/gina.cfm>)
- The Civil Rights Act of 1991 (<http://www.eeoc.gov/laws/statutes/cra-1991.cfm>)
- Title 29, Code of Federal Regulations, Part 1614 (<http://www.eeoc.gov/federal/directives/1614-final.cfm>)
- No Fear Act (<https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/no-fear-act>)
- 23 CFR 230, Subpart C

2. Introduction to Tahoe Transportation District

TTD utilizes NDOT’s 5311 and 5307 transit funding, along with other funds. TTD worked to secure grant funding to implement the program and services. TTD, with NDOT’s assistance, provides fixed route public transportation for all members of the community, along with paratransit services. TTD provides both intra- and interregional connectivity that is vital to the region. TTD operates a coordinated transit system for the South Shore of Lake Tahoe and connects to other areas in the region. South Shore area services include local fixed-routes serving South Lake Tahoe, California and Stateline, Nevada, along with commuter service which connects South Lake Tahoe, California to Carson City, Nevada via the rural Nevada communities of Minden and Gardnerville. TTD provides supplemental summer service within the region known as the East Shore Express, a transit link between Incline Village and Sand Harbor State Park.

TTD currently has 23 transit buses in operation, of which all are American’s with Disabilities Act (ADA) accessible.

TTD is represented by twelve (12) appointed Board of Directors. The Board members are appointed by their respective jurisdictions.

The Board of Directors are as follows:

- | | |
|---------------------------------|---|
| Seat 1 City of South Lake Tahoe | Seat 7 Tahoe North Truckee Transportation Management Assoc. |
| Seat 2 Carson City, NV | Seat 8 South Shore Transportation Management Assoc. |
| Seat 3 Douglas County, NV | Seat 9 Nevada Governor Appointee |
| Seat 4 El Dorado County, CA | Seat 10 California Governor Appointee |
| Seat 5 Washoe County, NV | Seat 11 Tahoe Regional Planning Agency Appointee |
| Seat 6 Placer County, CA | Seat 12 Member at Large |

Representatives of the California Department of Transportation and NDOT sit on the Board as non-voting members.

TTD’s Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations (“CFR”) Part 200 and Title 49 CFR Part 21.

3. General Reporting Requirements

3.1 Annual Title VI Certification and Assurance

Requirement

Federally assisted subrecipients must submit annual their Title VI certification and assurance as part of their Annual Certifications and Assurances submission to NDOT 23 CFR § 200.9 (a).

Reporting

TTD has submitted the required annual Title VI certification and assurance. (Attachment A)

3.2 Title VI Program Plan

Requirement

Subrecipients must document their compliance with DOT's Title VI regulations by submitting a Title VI Program Plan to NDOT annually, and/or upon request. For all recipients (including subrecipients), the Title VI Program Plan must be approved by the recipient's Board of Directors, appropriate governing entity, or officials responsible for policy decisions prior to submission.

Reporting

TTD has completed the required elements and documentation for the Title VI Program, has formalized the plan, included all attachments, and submitted it to NDOT.

3.2.1. Policy Statement

Requirement

Subrecipients must include a Title VI policy statement as part of their Title VI Plan.

Reporting

TTD has submitted the required Title VI Policy Statement as part of their plan. (Attachment B)

3.2.2. Organization & Staffing

Requirement

Subrecipients must include a description of their staffing and reporting structure and an organizational chart as part of their Title VI Plan.

Reporting

Under the authority of TTD's District Manager, Judi Allen, Executive Assistant, serves as the Title VI Coordinator and is responsible for ensuring implementation of the TTD's Title VI program.

The Title VI Coordinator and staff are responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, internal education, and oversight of the day-to-day administrative requirements of TTD's Title VI Program.

The Title VI Coordinator's responsibilities include, but are not limited to:

- Process the disposition of Title VI complaints received.
- Collect statistical data (race, color or national origin) of participants in and beneficiaries of agency programs (e.g., affected citizens and impacted communities).

- Conduct annual Title VI reviews of agency to determine the effectiveness of program activities at all levels.
- Conduct training programs on Title VI and other related statutes for agency employees.
- Prepare a yearly report of Title VI accomplishments and goals, as required.
- Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
- Identify and eliminate discrimination.
- Establish procedures for promptly resolving deficiency status and writing the remedial action necessary, all within a period not to exceed 90 days.

The organizational chart (Attachment C) shows the Title VI Coordinator's access to the agency's highest authority.

3.2.3. Program Area Reviews

Requirement

Subrecipients must include a description of their review/oversight process as part of their Title VI Plan.

Reporting

The Title VI Coordinator will review the agency's Title VI program annually to ensure implementation of the Title VI plan in all areas of the organization to ensure nondiscrimination. In addition, agency operational guidelines and publications, including those for contractors, will be reviewed to verify that Title VI language and provisions are incorporated, as appropriate.

3.2.4. Special Emphasis Program Areas

Requirement

Subrecipients must include a statement that all Special Emphasis Program Areas are designated by a USDOT Modal Agency as part of their Title VI Plan.

Reporting

Special Emphasis Program Areas are identified by the Federal Transit Administration. No such Special Emphasis Program Area has been identified by TTD.

3.2.5. Contractor, Consultant, and Vendor Reviews

Requirement

Subrecipients must include a process to review their contractors, consultants, or vendors as part of their Title VI Plan.

Reporting

TTD is committed to nondiscrimination in all forms. Supervisors in each service area are responsible for familiarizing themselves with the requirements of Title VI, E.O. 12898, and E.O. 13166; and for ensuring that departmental contractors, consultants, and vendors are complying with the requirements of TTD's Title VI Program. The supervisors are responsible to promptly report issues or complaints concerning Title VI and related statutes to the Title VI Coordinator and for assisting the Title VI Coordinator in the efforts to implement all requirements, internally and externally. The supervisors are also responsible for coordinating with the Title VI Coordinator on any proposed changes to operating procedures, instructional memoranda, policies, and manuals, etc. that relate to Title VI.

3.2.6. Data Collection

Requirement

Federally assisted recipients, including subrecipients, are required to collect and maintain statistical data by race, color, national origin, and sex of affected communities, and participants and beneficiaries of federal aid. (49CFR 21.9 and 23 CFR 200.9)

Reporting

TTD is guided by the Federal regulations to collect statistical data on the race, color, and national origin of participants in and beneficiaries of its programs. As required, TTD will provide sign-in sheets during public meetings and will include a space or participants to note race, color, and national origin. This information will be retained for one (1) year and made available to authorizing agencies during reviews.

3.2.7. Training

Requirement

23 CFR 200.9 (b) (9) states that the Title VI Coordinator shall be responsible for conducting training programs on Title VI and related statutes. NDOT provides training in Title VI and related programs annually.

NDOT requires all subrecipients to have an approved Title VI Staff Awareness training program in place and given annually. The training must cover Title VI regulations, Title VI elements, and Title VI authorities.

Reporting

TTD's Title VI Staff Awareness training program, by means of in-person, electronic, and/or a combination, was approved by NDOT. Supporting data of Title VI Staff Awareness annual training, such as sign-in sheets, handouts, and content will be submitted to NDOT. Title VI Staff Awareness training will be held annually.

3.2.8. Complaint Procedures

Requirement

Federally assisted recipients and subrecipients must develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public upon request. Recipients must also develop a Title VI complaint form. The form and procedure for filing a complaint shall be available on the subrecipient's website.

Reporting

TTD is committed to ensuring all its programs and activities are operated in a nondiscriminatory manner and uses a complaint form which covers the Title VI requirements of race, color, and national origin. TTD received one Title VI complaint during the reporting period. The complaint was forwarded to NDOT for investigation. NDOT forwarded the complaint to FTA for review and judgement. FTA stated there did not seem to be an allegation of racism, but an issue regarding service animals.

Any person who believes that they have been discriminated against on the basis of race, color, or national origin by TTD, may file a Title VI complaint with the TTD, NDOT, or the FTA by completing and submitting the Title VI Complaint Form. The Complaint Form is available at www.tahoetransportation.org or at TTD's Admin office in English and Spanish. Complaint Procedures and Complaint Forms are attached to this document as Attachment D.

All Title VI complaints are forwarded to NDOT or to FTA for investigation within twenty-one (21) days of receipt of complaint.

Title VI Coordinator	Civil Rights Officer	Civil Right Program Mgr
TTD	NDOT	U.S. DOT FTA
PO Box 499	123 E. Washington Ave, Bldg G	1200 New Jersey Ave, SE
Zephyr Cove, NV 89448	Las Vegas, NV 89101	Washington, DC 20590
(P) (775) 589-5502	(P) 702-730-3301	(P) (202) 366-1783
(F) (775) 588-0917	(F) 702-486-0487	
jallen@tahoetransportation.org	jboyster@dot.nv.gov	

3.2.9. Dissemination of Title VI Information

Requirement

Primary recipients must assist their subrecipients in complying with DOT's Title VI regulations, including public posting requirements.

All advertising policies and practices must assure free and open competition. This also relates to requirements and practices involving the following:

- Licensing, bonding, prequalification, and bidding
- Title VI and nondiscrimination assurances regarding race, color, and national origin

Reporting

Information on TTD's Title VI program will be disseminated on the agency's website, www.tahoetransportation.org, in the lobby of all of TTD's buildings open to the public, to agency employees, contractors, and beneficiaries, inside transit vehicles operated by TTD, as well as to the public at large, according to federal and state laws/regulations. The Title VI program will be available in other languages when needed.

In addition to language access measures, other major components of the Public Participation Plan include public participation design factors; a range of public participation methods to provide information and to invite participation and/or to seek input; examples to demonstrate how population-appropriate outreach methods can be and were identified and utilized; and performance measures and objectives to ensure accountability and a means for improving over time. Notice to the Public of their Title VI rights is attached as Attachment E.

3.2.10. Limited English Proficiency (LEP) and Language Assistance Plan (LAP)

Requirement

Federally assisted recipients must take responsible steps to ensure meaningful access to benefits, services, information, and other important portions of its programs and activities for individuals who are Limited English Proficient (LEP). Recipients must use the information obtained in their Four-Factor Analysis to determine the specific language services that are appropriate to provide.

Reporting

TTD is committed to assisting people who do not speak English or do not speak English well. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are limited English proficient, or LEP. These individuals may be entitled to language assistance with respect to a particular type of program, service, or activity. This section outlines the LEP protections and plans for compliance. Title VI and Executive Order 13166 prohibit recipients of federal financial assistance from discrimination based on national origin.

It is the policy of TTD to take reasonable steps to provide Limited English Proficient individuals with meaningful access to all programs, services, or activities. TTD shall take reasonable steps to effectively inform the public of the availability of language accessible programs, services, and activities.

TTD uses a defined methodology of contact to keep track of the frequency of LEP persons in our programs and services. TTD understands the importance and nature of program, activity, or services to people's lives and conducts the following:

- Identify the programs, services, and activities that could have a serious consequence if language barriers prevent LEP persons from accessing these programs.
- Determine the potential impacts that inability to access TTD's services, programs, and activities may have on the LEP.

TTD has available governmental, state, and agency resources, as well as the I Speak Cards to assist LEP persons access our programs, services, and activities at minimal cost.

TTD utilizes translation applications to assist LEP individuals to access programs and services.

The Title VI Coordinator updates, evaluates, and monitors the LEP/LAP annually. All staff will be provided with the LEP plan and will be educated on policy and procedures to assist LEP persons. This training will be included in the annual staff awareness training.

*All vital documents will be translated into Spanish as identified by the agency's four-factor analysis of large groups and all other languages may be translated upon request. *

Si necesita ayuda para servicios de traducción en español, comuníquese con Judi Allen.

Following federal guidance, a "four factor analysis" has been completed to understand language need and allocate resources appropriately and is attached as Attachment F.

3.2.11. Environmental Justice (EJ)

Requirement

All subrecipients must include an Environmental Justice process as part of their Title VI Plan.

Reporting

23 CFR 771, sets forth the policy of environmental analyses in a single process. It defines the roles and responsibilities of FTA and its grant applicants. In conjunction with EO 12898, the FTA outlines the consideration of EJ issues that must be considered using an Environmental Impact Statement (EIS). The principles outline the identification of minority or low-income populations, and/or disproportionately high and adverse human health or environmental effects on these populations.

TTD is committed to Environmental Justice and ensuring meaningful access in our programs and services.

3.2.12. Public Participation

Requirement

All subrecipients must include a public participation plan as part of their Title VI Plan.

Federally assisted recipients must also provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

At a minimum, recipients must disseminate this information to the public through measures, including but not limited to posting on its website and in public areas of the agency's office. Furthermore, notices will detail a

subrecipient's Title VI obligations in languages other than English, as needed and consistent with the DOT LEP Guidance and the subrecipient's LAP.

Reporting

The public outreach strategies employed by TTD are often determined by the circumstances unique to individual projects and typically include a mix of public hearings and stakeholder meetings or as applicable. Information is distributed via the website or social media websites, surveys, advertising, media outreach, community events, and targeted presentations. TTD's commitment to public participation is based firmly on the belief that public involvement fosters an open decision-making process that elicits active participation from affected individuals, groups, communities, and other public agencies.

3.2.13. Review of Directives

Requirement

All subrecipients must include a process to review internal directives, policies, and procedures for potential Title VI impacts as part of their Title VI Plan.

Reporting

TTD has submitted a review of agency directives as part of their Title VI plan. This consisted of review logs outlining the directives the Title VI Coordinator reviewed, and took action, if necessary, to ensure that discriminatory language or implications were absent from any changes in policy, procedures, or new directives.

3.2.14. Compliance & Enforcement Procedures

Requirement

All subrecipients must include compliance and enforcement procedures as part of their Title VI Plan.

Reporting

TTD is committed to ensure the required Compliance and Enforcement Procedures. TTD does utilize contractors, vendors, or consultants. Managers and Supervisors in each service area are responsible for familiarizing themselves with the requirements of Title VI, E.O. 12898, and E.O. 13166 and for complying with the requirements of TTD's Title VI Program. They have promptly reported any issues or complaints concerning Title VI and related statutes to the Title VI Coordinator. As of this reporting period, no compliance or enforcement procedures have been enacted by TTD on any of its consultants, contractors, or vendors. TTD expects and addresses all nondiscrimination efforts in all business relations. Should noncompliance be found, TTD shall work with the contractor, consultant, or vendor to come into voluntary compliance. If that is unsuccessful, TTD shall take additional action to ensure compliance. All procedures for compliance and enforcement outline the agency's commitment to compliance in all Title VI and other non-discrimination areas, such as ADA, DBE, and Contract Compliance.

ATTACHMENTS

ATTACHMENT A

Fiscal Year 2023 Certifications and Assurances

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**7.1. Rolling Stock Buy America Reviews.**

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Tahoe Transportation District

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Certifications and Assurances

Fiscal Year 2023

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Cybersecurity Certification for Rail Rolling Stock and Operations

20 Tribal Transit Programs

21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Tahoe Transportation District

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2023

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Carl Hasty Date: 5/25/2023

Name Carl Hasty Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Tahoe Transportation District

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature [Signature] Date: 5/25/2023

Name Sergio Rudin Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ATTACHMENT B

Title VI Policy Statement - Título VI Declaración De Políticas

Title VI of the Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." TTD is committed to complying with the requirements of Title VI in all of its federally funded programs and activities. For additional information about TTD's Title VI obligations, please call (775) 589-5502 or visit our website at www.tahoetransportation.org.

El Título VI de la Ley de Derechos Civiles de 1964 establece:

"Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en cualquier programa o actividad que reciba asistencia financiera federal". TTD se compromete a cumplir con los requisitos del Título VI en todos sus programas y actividades financiados con fondos federales. Para obtener información adicional sobre las obligaciones del Título VI de TTD, llame al (775) 589-5502 o visite nuestro sitio web en www.tahoetransportation.org.

Making a Title VI Complaint

Any person who believes he or she has been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint with TTD. Any such complaint must be in writing and filed with TTD within 180 days following the date of the alleged discriminatory occurrence. For information on how to file a complaint, please contact:

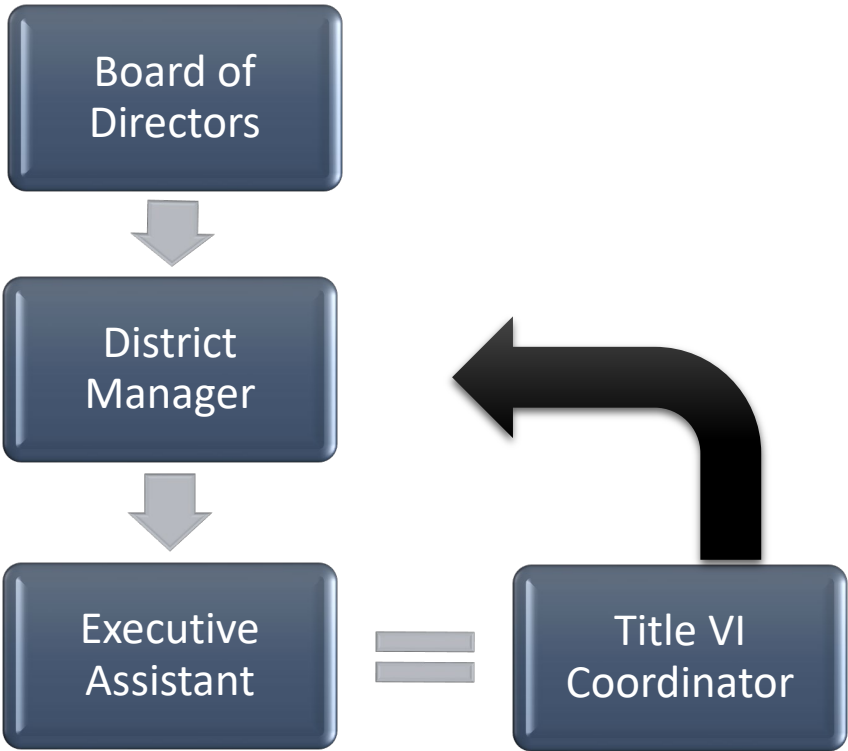
Title VI Coordinator
 TTD
 PO Box 499
 Zephyr Cove, NV 89448
 775 589-5502
www.tahoetransportation.org

Presentar una queja de Título VI

Cualquier persona que crea que ha sido agraviada por una práctica discriminatoria ilegal bajo el Título VI puede presentar una queja ante TTD. Cualquier queja de este tipo debe presentarse por escrito y presentarse ante TTD dentro de los 180 días siguientes a la fecha del supuesto hecho discriminatorio. Para obtener información sobre cómo presentar una queja, comuníquese con:

Coordinador de Título VI
 TTD
 PO Box 499
 Zephyr Cove, NV 89448
 775 589-5502
www.tahoetransportation.org

ATTACHMENT C
Organization Chart



ATTACHMENT D

Title VI Complaint Procedures

The complaint procedures are available on TTD's website and cover the following:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Executive Order 12898
- Executive Order 13166

Any person, specific class of persons or entity that believes they have been subjected to discrimination as prohibited by the legal provisions of Title VI on the basis of race, color, or national origin status may file a formal complaint with TTD's Civil Rights Office. A copy of the Complaint Form is available on TTD's website and may be accessed electronically at: www.tahoetransportation.org

Title VI Complaint Reporting

The complaint must be filed within 180 days of the alleged discrimination and include the date the alleged discrimination became known to the complainant or the last date of the incident.

The complaint must be written and signed by the complainant and shall include:

- The complainant(s) name, address, and phone number;
- A detailed description of the alleged incident that led the complainant to believe discrimination occurred;
- The date of the alleged act of discrimination, the date when the complainant(s) became aware of the alleged discrimination, the last date of the conduct or the date when the conduct was discontinued;
- The names and job titles of those parties involved in the complaint;
- The facts and circumstances surrounding the alleged discrimination and the basis of the complaint (i.e., race, color, national origin, sex, age, disability, income status or retaliation);
- Names and contact information of persons whom the investigator can contact for additional information to support or clarify the allegations; and
- The corrective action being sought by the complainant. Complaints may be filed by one of the following methods:
 - By completing and signing the Complaint Form and delivering it in person or by mail;
 - By emailing or faxing the Complaint Form and sending the signed original; or
 - For the disabled, by calling where information obtained will be used to complete the Complaint Form and, subsequently, forwarded to the complainant for review, signature, and return.

Title VI Coordinator
TTD
PO Box 499
Zephyr Cove, NV 89448
(P) (775) 589-5502
(F) (775) 588-0917
jallen@tahoetransportation.org

Civil Rights Officer
NDOT
123 E. Washington Ave, Bldg G
Las Vegas, NV 89101
(P) (702) 730-3301
(F) (702) 486-0487
jboyster@dot.nv.gov

Civil Rights Program
Manager
U.S. DOT FTA
1200 New Jersey Ave., SE
Washington, DC 20590
(P) (202) 366-1783

Upon receipt of a completed complaint, the CRO will determine jurisdiction, acceptability or need for additional information and, within five days, acknowledge receipt of the complaint and the intended course of action.

- NDOT has sole authority for and will adjudicate all complaints filed against NDOT sub-recipients
- Complaints against TTD in USDOT funded programs will be referred to NDOT and/or USDOT for processing
- Complaints under all other federally funded programs fall under NDOT’s authority and jurisdiction

For acceptance, a complaint must be:

- Timely filed
- Involve a covered basis (i.e., race, color, or national origin)

Complaints may be dismissed if the complainant:

- Requests the withdrawal of the complaint
- Fails to respond to repeated requests for additional information
- Fails to cooperate in the investigation, or
- Cannot be located after reasonable attempts to reach the complainant have been made

Complaints that fall under the jurisdiction of USDOT – NDOT Civil Rights Officer, will forward a copy of the complaint and preliminary finding to USDOT-HCR within 60 days. Once USDOT-HCR issues its final decision, it will notify NDOT and NDOT will notify all parties involved.

All allegations of discrimination will be taken seriously, and every effort will be made to provide a fair and unbiased determination. In instances where there is dissatisfaction with NDOT’s determination, the complainant may file a complaint directly with the appropriate USDOT modality:

US Department of Transportation
 Federal Highway Administration
 Nevada Division
 705 Plaza Street, Ste. 220
 Carson City, NV 89701

US Department of Transportation
 Federal Highway Administration
 Office of Civil Rights
 1200 New Jersey Ave. SE
 Washington, DC 20590

US Department of Transportation
 Federal Transit Administration
 Office of Civil Rights
 1200 New Jersey Ave. SE
 Washington, DC 20590

TTD Title VI Complaint Form – English

Title VI of the Civil Rights Act of 1964 states "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Please provide the following information necessary in order to process your complaint. Assistance is available upon request. Complete this form and mail or deliver to: TTD, Judi Allen, PO Box 499, Zephyr Cove, NV 89448.

Complainant's Name (please print): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. (Home): _____ (Cell): _____

Person discriminated against (if other than complainant)

Name (please print): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. (Home): _____ (Cell): _____

1. What was the discrimination based on? (Check all that apply):

- Race
- Color
- National Origin

2. Date of incident resulting in discrimination: _____

3. Describe how you were discriminated against. What happened and who was responsible? For additional space, attach additional sheets of paper or use back of form.

4. Did you file this complaint with another federal, state or local agency, or with a federal or state court? (Check the appropriate space) Yes No

If your answer is yes, check each agency that a complaint was filed with:

- Federal Agency
- Federal Court
- State Agency
- State Court
- Local Agency
- Other

5. Provide the contact person information for the agency you also filed the complaint with:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Date Filed: _____

Sign below and be sure to attach or provide any supporting information that you believe may support your claim.

Complainant's Signature

Date

TTD - Título Vi Denuncia Forma - Español

Título VI de la ley de derechos civiles de 1964 Estados "ninguna persona en los Estados Unidos, por razón de raza, color u origen nacional, excluida de la participación en, ser negada los beneficios de o ser objeto de discriminación bajo cualquier programa o actividad recibiendo asistencia financiera federal". Dos órdenes ejecutivas extender las protecciones del título VI a la justicia ambiental, que también protege a las personas de bajos ingresos y habilidad limitada de inglés (LEP). Por favor proporcione la siguiente información necesaria para procesar su queja. Asistencia está disponible a petición. Complete este formulario y correo o entregar: TTD, Judi Allen, PO Box 499, Zephyr Cove, NV 89448.

El nombre del Querellante (por favor imprima): _____

Domicillio: _____

Ciudad: _____ Estado: _____ Codigo Postal: _____

Numero de telefono (Casa): _____ (Cell): _____

Persona discriminada (si no es querellante)

Nombre (por favor imprima): _____

Domicillio: _____

Ciudad: _____ Estado: _____ Codigo Postal: _____

Numero de telefono (Casa): _____ (Cell): _____

1. ¿Qué se basa la discriminación? (Marque todas las que apliquen):

- Raze
- Color de Piel
- Pais de Origen

2. Fecha de incidente dando lugar a la discriminación: _____

3. Describir cómo fueron discriminados. ¿Lo que pasó y quién fue el responsable? Para espacio adicional, adjuntar hojas adicionales de papel o la parte posterior del formulario.

4. ¿Presentó esta denuncia con otro federal, estatal o agencia local; o ante un tribunal federal o estatal. (Compruebe el espacio correspondiente) Sí No

Si tu respuesta es Sí, compruebe cada agencia que una denuncia con:

- Agencia Federal Corte Federal Court Agencia Estatal
- Corte Estatal Agencia Local Otro

5. Proporcionar la información de contacto para la agencia que también presentó la denuncia ante:

Nombre: _____

Domicilio: _____

Ciudad: _____ Estado : _____ Código Postal: _____

Fecha de archivo: _____

Firmar a continuación y asegúrese de fijar o proporcionar cualquier información de apoyo que usted cree puede apoyar su reclamo.

Firma del Querellante

Fecha

ATTACHMENT E

Notice to the Public

NONDISCRIMINATION NOTICE TO THE PUBLIC

The Tahoe Transportation District (TTD) hereby gives public notice that it is the Agency's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, Title II of the Americans with Disabilities Act of 1990 (ADA), and other related authorities in all of its programs and activities.

TTD's Title VI and ADA Programs require that no person shall, on the grounds of race, color, national origin, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

Any person, who believes his/her Title VI or ADA rights have been violated, may file a complaint. Any such complaint must be in writing and filed with TTD's Civil Rights Office within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.

For additional information about TTD's Civil Rights programs and the procedures to file a complaint contact the TTD's Civil Rights Office via the information listed below:

AVISO DE NO DISCRIMINACIÓN AL PÚBLICO

The Tahoe Transportation District (TTD) por la presente notifica al público que es política de la Agencia asegurar el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, el Título II de la Ley de Estadounidenses con Discapacidades de 1990 (ADA) y otras autoridades relacionadas en todos sus programas y actividades.

Los programas Título VI y ADA de TTD requieren que ninguna persona, por motivos de raza, color, origen nacional o discapacidad, sea excluida de la participación, se le nieguen los beneficios o sea objeto de discriminación en cualquier programa o actividad. Cualquier persona que crea que se han violado sus derechos de Título VI o ADA, puede presentar una queja.

Cualquier queja de este tipo debe presentarse por escrito y presentarse ante la Oficina de Derechos Civiles de TTD dentro de los ciento ochenta (180) días siguientes a la fecha del presunto hecho discriminatorio.

Para obtener mas información sobre los programas de derechos civiles de TTD y los procedimientos para presentar una queja, comuníquese con la Oficina de derechos civiles de TTD a través de la información que se indica a continuación:

Title VI Coordinator
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448
775-589-5502
jallen@tahoetransportation.org

ATTACHMENT F

Four Factor Analysis

Factor 1 - The Number and Proportion of LEP Persons Served or Encountered in TTD’s Service Area

TTD provides year-round transportation on the South Shore of the Lake Tahoe basin, in the City of South Lake Tahoe, California and Stateline, Nevada. The service area population is approximately 30,940. There is also commuter bus service between Stateline, Carson City, and Minden/Gardnerville, Nevada. The population of that service area is 44,706.

TTD used the 2021 American Community Survey Five-Year Estimates to seek information on persons who speak languages other than English at home and who speak English less than very well.

**Statistical Language Breakdown
Source: Census 2021**

South Shore Service Area

Total Population: 30,940

	Number who Speak English Less Than Very Well	% Who Speak English Less Than Very Well
Spanish	2,120	6.9%
Tagalog	251	0.8%
Other Indo-European	109	0.3%

Express Service Area

Total Population: 44,706

	Number who Speak English Less Than Very Well	% Who Speak English Less Than Very Well
Spanish	1,357	3.04%
Tagalog	153	0.3%

A review of the above tables shows Spanish as the highest percentage of the total population who speak English less than very well in both service areas, with Tagalog as the second highest.

The California Department of Education report of English Learners by Language for the Lake Tahoe Unified School District confirms Spanish and Tagalog are the number one and two languages spoken at home.

Factor 2 - The Frequency with Which LEP Individuals Come into Contact with TTD Services

TTD serves LEP persons daily via the fixed route bus and complementary paratransit services. Approximately two out of every ten calls the dispatch office receives are Spanish speaking customers. The Lake Tahoe Basin has over 200,000 visitors a year who enjoy the winter, spring, fall and summer recreational activities. Visitors include international multi-lingual guests. TTD recognizes that the international visitors may be LEP and access TTD transit services during their temporary stay in the area.

Factor 3 - Nature and Importance of the Services Provided

TTD's transit services provide an important means of transportation for much of the public, including the LEP population, in South Lake Tahoe. TTD provides residents and visitors, including LEP persons, transportation services for commuting to work, shopping, recreational needs, school, health care, and other service needs. Transportation services provides a key role in connecting LEP persons to these essential services.

Factor 4 - Resources Available to TTD to Ensure Meaningful Access to Services by LEP Individuals

TTD continues to assess available resources in order to provide efficient, effective and meaningful LEP services. TTD has several dispatchers, bus operators, and a road supervisor who are fluent in Spanish and provide translation services when needed. Road supervisors have the Google Translate App on their company phones to assist with translations. TTD has the following documents translated to Spanish:

- Title VI policy statement, complaint procedure and form
- Paratransit service application and rider guide
- ADA complaint procedure and form
- Route notifications
- Service policy changes
- Transit project information and notices as necessary

When possible, TTD will:

- Share language assistance materials and services among and between other transit agencies and advocacy groups
- Share information through community groups who serve LEP persons
- Use telephonic and video conferencing interpretation services
- Use qualified translators and interpreters to ensure accuracy of translated documents
- Request and use qualified community volunteers in a formalized manner

Procedures will be in place to provide language assistance to LEP individuals as part of the standard business practices. The standard business practices to LEP individuals will include:

- Continued translation of vital bus service documents and notices to Spanish
- Appoint Spanish translators at public participation events, and if necessary, Tagalog translators
- Advise the public that TTD provides free LEP services to its programs and activities

MEMORANDUM

Date: July 27, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Adopt Resolution 2023-002 Approving the Updated Title VI Plan of the Civil Rights Act of 1964, Public Participation Plan, and Limited English Proficiency Plan for the Tahoe Transportation District for the Federal Transportation Administration

Action Requested:

It is requested the Board adopt Resolution 2023-002 approving the updated Title VI Plan of the Civil Rights Act of 1964, Public Participation Plan, and Limited English Proficiency Plan for the Tahoe Transportation District (Attachment A).

Fiscal Analysis:

All expenditures associated with this item are accounted for in the FY24 Work Program and associated budget.

Work Program Analysis:

All work associated with this effort is captured under respective elements of the approved FY24 Work Program.

Background:

At the March 2020 Board meeting, the Board adopted an updated Title VI Plan and Limited English Proficiency Plan (LEP) as required by the Federal Transportation Administration. The plans were submitted to the FTA and FTA concurred, with comments, that the Plans met the requirements of FTA's Title VI Circular, 4702.1A.

Discussion:

To ensure TTD's compliance with 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation), FTA requires an updated plan every three years. The proposed Title VI Plan and LEP Plan have been updated per the comments received from FTA and reflect both past and future outreach effort approaches.

Additional Information:

If you have any questions or comments regarding this item, please contact Judi Allen at jallen@tahoetransportation.org or (775) 589-5502.

Attachment:

A. Resolution 2023-002 with attached Title VI, Public Participation, and LEP Plans

TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2023-002

**A RESOLUTION APPROVING THE UPDATED TITLE VI PLAN OF
THE CIVIL RIGHTS ACT OF 1964, INCLUDING THE PUBLIC
PARTICIPATION PLAN AND LIMITED ENGLISH PROFICIENCY
PLAN FOR THE TAHOE TRANSPORTATION DISTRICT**

WHEREAS, the federal government enacted the Title VI of the Civil Rights Act of 1964, as amended, to prevent discrimination on the grounds of race, color, sex, age, disability or national origin and to ensure that individuals are not excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, sex, age, disability or national origin; and

WHEREAS, the Tahoe Transportation District (TTD) is a public entity eligible to receive local, state, and federal funding for transportation and public works improvement projects, through Article IX of Public Law 96-551, the Tahoe Regional Planning Compact; and

WHEREAS, TTD is required to comply with the requirements of the Act and applicable implementing regulations; and

WHEREAS, Title VI, Public Participation, and Limited English Proficiency plans are required to be updated triennially and TTD’s previously adopted plans in April 2020 now require updating; and

WHEREAS, TTD staff has prepared the Title VI, Public Participation and Limited English Proficiency Plans attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the TTD Board of Directors hereby approves the Title VI Plan of the Civil Rights Act of 1964, Public Participation Plan, and Limited English Proficiency Plan for the Tahoe Transportation District.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on August 2, 2023 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Alexis Hill
Chair

Title VI Program



Tahoe Transportation
DISTRICT

Tahoe Transportation District Board

Member At Large - Representing Public & Private Transit Services in the Basin

Placer County

Washoe County

Carson City

Douglas County

City of South Lake Tahoe

El Dorado County

South Shore Transportation Management Association

Truckee-North Tahoe Transportation Management Association

California Governor Appointee

Nevada Governor Appointee

Tahoe Regional Planning Agency Appointee

California Department of Transportation (Ex-Officio)

Nevada Department of Transportation (Ex-Officio)

775-589-5500 | 775-588-0917 (f)

P.O. Box 499

Zephyr Cove, NV 89448

Recipient ID #5896

www.tahoetransportation.org

Updated: July 2023

Board Adopted: Pending

FTA Concurrence: Pending

Title VI Program Plan

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APPENDICES

- A. Complaint Form
- B. Public Participation Plan
- C. Limited English Proficiency Plan

A. TITLE VI NOTICE TO THE PUBLIC

Notice to the Public of Rights Under Title VI



The Tahoe Transportation District (TTD) is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services or programs on the basis of race, color, and national origin as afforded by Title VI of the Civil Rights Act of 1964. TTD operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act.

Any person who believes she or he has, individually, or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color, or national origin may file a complaint with TTD.

For more information on TTD's civil rights program, and the procedures to file a complaint, contact our Title VI Program Administrator at 775-589-5502 or by e-mail at info@tahoetransportation.org; visit our website: www.tahoetransportation.org/doing-business/title-vi; or visit our administrative offices at 128 Market Street, Suite 3-F, Stateline, NV 89449.

A complainant may also file a complaint directly with the Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave. SE, Washington, DC 20590.

If information is needed in another language, contact 775-589-5502 for assistance. Para mas informacion in Español, puede hablar a 775-589-5502.

B. POSTED LOCATIONS OF THE TITLE VI NOTICE

TTD's Title VI notice to the public is posted at the following locations:

- TTD's website: <https://www.tahoetransportation.org/about/title-vi/>
- South Y Transit Center, 1000 Emerald Bay Road, S. Lake Tahoe, CA 96150
- TTD's Administrative Offices, 128 Market Street, Stateline, NV 89448
- Transit Buses

C. PROCEDURES FOR FILING A TITLE VI COMPLAINT

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected to discrimination on the basis of race, color, national origin or other protected-class interests may file a written complaint with TTD, the Federal Transit Administration (FTA), or the U.S. Department of Transportation (USDOT). Further, TTD prohibits intimidation, coercion, or engagement in other discriminatory conduct against anyone because he or she has filed a complaint to secure their rights as protected by Title VI.

A written and signed complaint must be filed within 180 days after the date of the alleged discrimination, unless the time for filing is extended by the Secretary of Transportation, USDOT. TTD encourages the complainant to file the complaint with TTD for immediate resolution. In case the complainant is dissatisfied with the resolution by TTD, the same complaint may be submitted to FTA or U.S. DOT. In conformance with Limited English Proficiency (LEP) requirements, the complaint form is also in Spanish.

A complainant may submit a written complaint to TTD directly or to FTA. The contact information is:

Judi Allen
Title VI Coordinator
Tahoe Transportation District
Mail: P.O. Box 499
Zephyr Cove, NV 89448

Federal Transit Administration
Office of Civil Rights, Region IX
Title VI Program Coordinator
East Building, 5th Floor—TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Or hand deliver to:
128 Market Street, Suite 3-F
Stateline, NV 89449
Fax (775) 588-0917

If the complainant is not able or not capable of providing a written statement, but wishes TTD or FTA to investigate alleged discrimination, a verbal complaint of discrimination will be accepted.

The complaint must be signed by the complainant, complainants or by designation of a representative for the complainant(s). An investigation will begin no later than fifteen (15) working days of receipt of the complaint. TTD will determine jurisdictional responsibilities

for handling the complaint. If the complaint alleges egregious discrimination regarding TTD services and activities, the complaint will be forwarded to FTA for formal investigation. The complainant will be contacted in writing, no later than thirty (30) working days after receipt of the complaint for additional information, if needed. The complainant may be interviewed by an appropriate official authorized to investigate the complaint. In compliance with LEP, translation services will be provided to the complainant, as necessary.

TTD will make every effort to complete the investigation within ninety (90) days of receipt of the complaint. However, some investigations may take longer and TTD will obtain concurrence from the complainant, for an extension of time to complete the investigation.

TTD will provide the complainant with a complaint closure letter with a summary description of the allegation, investigation methodology and identify remedial steps if discrimination is found. The respondent or respondent agency will also receive a copy of the closure letter.

The complainant will have five (5) working days from receipt of the report to appeal TTD's findings by submitting a written request to TTD's District Manager. The appeal request must specify the basis for the appeal. The District Manager will notify the complainant of the decision either to accept or reject the request for appeal within 10 days. If neither party appeals, the complaint will be closed.

D. TITLE VI COMPLAINT FORM

TTD's Civil Rights Complaint/Comment form is available on the website at <https://www.tahoetransportation.org/about/title-vi/> both in English and Spanish. The form will be mailed or faxed upon request or can be picked up at TTD's offices. See Appendix A for samples.

E. RECORD OF INVESTIGATIONS, COMPLAINTS, LAWSUITS

TTD received one complaint of national origin discrimination in 2022. The complaint was submitted to the Nevada Department of Transportation's Civil Rights Officer, who forwarded the complaint to FTA for review and judgement. FTA stated there did not seem to be an allegation of racism.

F. PUBLIC PARTICIPATION PLAN-PROMOTING INCLUSIVE PUBLIC PARTICIPATION

Public involvement is fundamental and essential in achieving an equitable program, services and activities. Public participation provides for public involvement of all persons, including Native American Tribal Governments, minorities and low-income persons, affected public agencies, employees, the general public, transportation service providers, public transit users and other interested parties of the community effected by transit and transportation plans, programs and projects.

In order to integrate the considerations expressed in the USDOT Order on Environmental Justice and the USDOT LEP Guidance into community outreach activities, TTD will seek out and consider the viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities. TTD's public participation strategy shall strive to offer early and continuous opportunities for the public to be involved in the

identification of social, economic, and environmental impacts of proposed transit and transportation decisions.

TTD's Public Participation Plan (PPP) can be viewed at Appendix B. The PPP effectively expresses the practices for fulfilling the inclusive public participation requirement. TTD's comprehensive Limited English Proficiency Plan will supplement the PPP.

G. SUMMARY OF OUTREACH EFFORTS

TTD has held Town Hall presentation and public workshops for the Incline Village Mobility Hub project. The outreach included advertisements in English and Spanish, Spanish translation of the presentation, and Spanish translators, as well as public notices of Committee meetings, with the meetings being held through GoToWebinar.

Passenger surveys have been conducted with the help of the Tahoe Metropolitan Planning Organization to better inform on-going needs within the community. Surveys were also conducted for the Short-Range Transit Plan update. The Short-Range Transit Plan update is still in the process of being developed and additional outreach is being scheduled.

H. LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Limited English Proficiency (LEP) individuals are those who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. TTD provides language assistance to ensure that LEP individuals have meaningful access to its services, including route information, telephone-based customer service, printed materials including public meeting notices, and other customer based services.

In developing the LEP Plan, TTD applied the Four-Factor Framework needs assessment in Section V of the *Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency Persons* and prepared a comprehensive LEP Plan supplementing the Title VI Plan (Appendix C).

At minimum, TTD will:

- Provide translation services into Spanish at public meetings, as needed
- Translate customer service related transit schedules into Spanish
- Continue to translate program brochures into Spanish, as needed
- Provide training to TTD employees on how to service LEP persons
- Identify a TTD employee and or volunteer to provide Spanish translation services for customer public counter service and telephone calls to the TTD
- Collaborate with minority organizations to ensure LEP persons are aware and have access to TTD services

The LEP Plan reflects the overall goal of improving and maintaining language access for TTD customers as transit riders and project recipients. The intent is to achieve a balance that ensures meaningful access to programs and services, while avoiding undue burdens on TTD resources.

I. MEMBERSHIP OF NON-ELECTED COMMITTEES AND COUNCILS

TTD does not have any non-elected planning boards, advisory councils or committees.

J. EFFORTS TO ENSURE SUBRECIPIENT COMPLIANCE

TTD does not have any subrecipients at this time. In the event TTD does begin to pass-through funds to a subrecipient, overall monitoring and compliance reviews will be performed on TTD's subrecipients to ensure compliance with Title VI responsibilities.

K. TITLE VI EQUITY ANALYSIS

No facilities have been constructed in the past three years.

L. BOARD RESOLUTION

TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2023-002

**A RESOLUTION APPROVING THE UPDATED TITLE VI PLAN OF
THE CIVIL RIGHTS ACT OF 1964, INCLUDING THE PUBLIC
PARTICIPATION PLAN AND LIMITED ENGLISH PROFICIENCY
PLAN FOR THE TAHOE TRANSPORTATION DISTRICT**

WHEREAS, the federal government enacted the Title VI of the Civil Rights Act of 1964, as amended, to prevent discrimination on the grounds of race, color, sex, age, disability or national origin and to ensure that individuals are not excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, sex, age, disability or national origin; and

WHEREAS, the Tahoe Transportation District (TTD) is a public entity eligible to receive local, state, and federal funding for transportation and public works improvement projects, through Article IX of Public Law 96-551, the Tahoe Regional Planning Compact; and

WHEREAS, TTD is required to comply with the requirements of the Act and applicable implementing regulations; and

WHEREAS, Title VI, Public Participation, and Limited English Proficiency plans are required to be updated triennially and TTD's previously adopted plans in April 2020 now require updating; and

WHEREAS, TTD staff has prepared the Title VI, Public Participation and Limited English Proficiency Plans attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the TTD Board of Directors hereby approves the Title VI Plan of the Civil Rights Act of 1964, Public Participation Plan, and Limited English Proficiency Plan for the Tahoe Transportation District.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on August 2, 2023 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Alexis Hill
Chair

M. SYSTEM-WIDE SERVICE STANDARDS

- **Vehicle Load Standards**

The average vehicle load standard for local routes shall not exceed the manufacturer set passengers per seat based on vehicle type and capacity. The average vehicle load standard for the express routes shall not exceed manufacturer set passengers per seat based on vehicle type and capacity.

- **Vehicle Headway Standards**

Local route services operate hourly from early morning to late in the evening seven days a week.

Express route services operate from half-hour to two-hour increments during weekday peak times and hourly to three hours during weekend peak time. There is no off-peak express service.

- **On-Time Performance Standards**

100% of transit vehicles will complete their established runs no more than 15 minutes early or late in comparison to the established schedule/published timetables.

- **Service Availability Standards**

The 2021 American Community Survey estimates a population of 30,940 for the South Shore area. The population of the City of South Lake Tahoe is 21,355. The majority of the City's population lives within a one-half mile of the local transit routes. TTD's two fixed routes bus stops are, on average, one-quarter of a mile apart with the farthest being one-half mile apart. TTD endeavors to provide efficient and timely transit service to the South Lake Tahoe area, however is dependent on the availability of on-going operating subsidy funding and continues to look for additional funding to increase services.

N. SERVICE POLICIES

- **Vehicle Assignment Policy**

Bus assignments take into account the operating characteristics of buses of various lengths, which are matched to the operating characteristics of the route. Local routes with lower ridership may be assigned 25 to 30-foot buses rather than 35-foot buses. Some route requiring tight turns on narrow streets are operated with 20 to 25-foot buses.

- **Transit Amenities Policy**

TTD's transit amenities include various types and sizes of shelters with solar lighting, benches, bike racks, bear-proof trash and recycling containers, and bus stop and information signage. TTD is currently in the process of installing solar stop notification lights at stops with a lack of nearby lighting. There are approximately 126 bus stops with shelters at 30 of those stops. Installations of amenities are subject to space, the ability to obtain the necessary right-of-way, sidewalks, and other constraints at the location.

Appendix A

Complaint Forms



Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

The Tahoe Transportation District is committed to complying with the requirements of Title VI of the Civil Rights Act of 1964. Any person who believes they have been discriminated against based on race, color, or national origin may file this complaint form.

The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please let us know.

Complete and return this form to Tahoe Transportation District, PO Box 499, Zephyr Cove, NV 89448 (mail) or 128 Market Street, Suite 3F, Stateline, NV 89449 (hand delivery).

1. Complainant's Name: _____

2. Mailing Address: _____

3. City/State/Zip Code: _____

4. Telephone: _____

5. Person discriminated against (if other than complainant):

Name: _____

Address: _____

City/State/Zip Code: _____

6. Which of the following best describes the reason you believe the discrimination took place? Was it because of:

a. Race:

b. Color:

c. National Origin:

7. What date did the alleged discrimination take place? _____

Exhibit A

8. In your own words, describe the alleged discrimination. Explain what happened and whom you believe to be responsible. Please use additional sheets of paper if necessary.

9. List any others who may have knowledge of this event:

Name	Address	City/State/Zip Code

10. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? Yes: No:

If yes, check each box that applies:

- Federal Agency Federal Court State Agency
 State Court Local Agency

11. Please provide a contact name at the agency/court where the complaint was filed:

Please sign below:

Complainant's Signature: _____ Date: _____

You may attach any written materials or other information that may be relevant to your complaint.



Título VI Denuncia Forma

Título VI de la ley de derechos civiles de 1964 requiere que "ninguna persona en los Estados Unidos, por motivos de raza, color y origen nacional, se excluirá de la participación en, negar los beneficios de o ser objeto de discriminación en cualquier programa o actividad que reciba asistencia financiera federal."

La siguiente información es necesaria para que nos ayuden en el procesamiento de su queja. Si necesita cualquier ayuda para completar este formulario, háganoslo saber. Cualquier persona que crea que ha sido discriminada por motivos de raza, color u origen nacional puede presentar este formulario de queja.

Completar y devolver este formulario a Tahoe Transportation District, PO Box 499, Zephyr Cove, NV 89448 (correo) o 128 Market Street, Suite 3F, Stateline, NV 89449 (entrega en mano).

1. Su Nombre: _____
2. Domicilio: _____
3. Ciudad/Estado/Código Postal: _____
4. Teléfono: _____
5. Persona discriminaciónada:
 - Nombre: _____
 - Domicilio: _____
 - Ciudad/Estado/Código Postal: _____
6. ¿Cuál de los siguientes mejor describe la razón por la que creo la discriminación tuvo lugar? ¿Puede ser porque?
 - a. Raza:
 - b. Color:
 - c. Origen Nacional:
7. ¿Qué fecha la presunta discriminación llevaron a cabo? _____

Exhibit A

8. En sus propias palabras, describir la presunta discriminación. Explicar lo que ocurrió y a quien considera responsable. Utilice hojas adicionales si es necesario.

9. Lista de los usuarios que pueden tener conocimiento de este evento.

Nombre	Domicilio	Ciudad/Estado/Código Postal

10. ¿Han presentado esta queja con cualquier otro federal, Estado o agencia local; o con cualquier tribunal federal o estatal? Sí: No:

En caso afirmativo, comprobar cada cuadro que se aplica.

Federal Federal Tribunal Estado Agencia
 Estado Tribunal Agencia Local

11. Proporcione un nombre de contacto en la Agencia donde se presentó la denuncia.

Por favor su firma: _____ Fecha: _____

Puede adjuntar cualquier mateials escrito u otra información que puede ser pertinente a su queja.

Appendix B

Public Participation Plan

Exhibit A



Tahoe Transportation
DISTRICT

TITLE VI PUBLIC PARTICIPATION PLAN

TABLE OF CONTENTS

- I. General Information
 - a. About TTD
 - b. Regulations and Policies
- II. Public Outreach Plan
 - a. Goals of the Plan
 - b. Public Participation / Engagement
- III. Past Public Outreach Activities
- IV. Future Public Outreach Activities

Judi Allen
Title VI Coordinator
128 Market Street, Suite 3F, Stateline, NV 89449
PO Box 499, Zephyr Cove, NV 89448
775-589-5502
July 2023

I. General Information

A. About TTD

The Tahoe Transportation District (TTD) is a bi-state, special purpose transportation district created by California and Nevada through the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233 (1980)). TTD has authority to implement safe, environmentally positive, multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations in and around the Lake Tahoe basin. TTD is governed by a fourteen-member Board of Directors made up of local jurisdictions, private transportation management associations, California and Nevada governors' and the Tahoe Regional Planning Agency's (TRPA) appointees, an at-large member, and two state Department of Transportation agencies.

TTD provides both intra- and interregional connectivity that is vital to the region. TTD operates a coordinated transit system for the South Shore of Lake Tahoe and connects to other areas in the region. South Shore area services include local fixed-route serving South Lake Tahoe, California, and Stateline, Nevada along with commuter service which connects South Lake Tahoe, California, to Carson City, Nevada via the rural Nevada communities of Minden and Gardnerville. TTD provides supplemental summer service within the region known as the East Shore Express, a transit link between Incline Village and Sand Harbor State Park.

TTD helps to identify, develop and implement road, shared-use trail and transit solutions.

All of TTD's projects serve transportation purposes and help to accomplish regional transportation goals. At the same time, some of TTD's projects also create development opportunities that further other public purposes and goals.

As a recipient of federal and other funding entities, there are specific requirements and procedures TTD is required to follow, including developing a public participation plan to engage the public. The Federal government mandates public involvement prior to raising fares, implementing major reductions in service, or applying for grants/loans to finance transportation improvement projects. The Federal and State government mandate public involvement, because it helps to guide department decisions in providing public transportation services. Public involvement also benefits TTD and the public by allowing for the development of services that meet the needs of area citizens/customers.

B. Regulations and Policies Relevant to Public Participation Planning

1. Americans with Disabilities Act of 1990
2. Title VI of the Civil Rights Act of 1964
3. Executive Order 13166 -- Improving Access to Services for Persons with Limited English
4. Proficiency

5. Executive Order 12898 -- Federal Actions to Address Environmental Justice in Minority
6. Populations and Low-Income Populations
7. National Environmental Policy Act (NEPA)

II. Public Outreach Plan

The Title VI Public Participation Plan defines a process for providing our transit riders and non-riders with reasonable opportunities to become involved in TTD's transit planning. Planning transportation projects for a region with multiple jurisdictions and various demographics comes with its set of challenges. Not all projects, programs, or decisions necessitate the same investment in outreach. TTD looks to select the most appropriate level of engagement based on the scope of the activity and ability of the public and/or other partners to have meaningful impact or influence. This approach helps ensure the limited resources are applied where it matters most and will gain as much involvement as possible.

A. Goals of the Plan

1. Ensure equitable, comprehensive access to all planning processes and decision making by using the most approachable, relevant, and effective strategies
2. Ensure early, continuous, and broad public notification about, and participation in, major actions and decisions
3. Provide opportunities to increase overall awareness of and receive meaningful public input to inform the decision-making process and rider education

B. Public Participation / Engagement

TTD uses the following outreach mediums to engage the public:

1. Public Meetings
TTD's Board of Directors has regular scheduled meetings on the first Wednesday of the month. The meetings are open to the public. The agendas are posted on the District's website and e-mailed as requested, prior to the meeting. Public comments are welcome on agendized and non-agendized items. Public hearings are also held at the Board meetings, when needed.
2. Website
TTD's website, tahoetransportation.org, provides transit services and capital projects information, including notice of public meetings, public hearings, and public comment periods are posted to the website. The transit services webpage includes information regarding schedules, routes, and fares, along with complementary paratransit services. The

capital project webpages detail past, current, and future projects TTD has implemented.

3. Printed Materials
Publications are produced and translated as necessary, including Rider's Guides, Passenger Policies, ADA brochures. Important notifications, such as upcoming service changes, temporary stop closures, or bus stop relocations are posted on the buses, at the bus shelters, and transit centers in both English and Spanish.
4. Surveys
Surveys are be conducted on-board the buses and on-line to collect public opinion on certain topics or issues. The surveys are advertised to the general public to seek participation from riders, non-riders, and potential riders, in the local newspapers and through social media.
5. Social Media and E-mail
TTD uses Facebook, Twitter, Instagram, and e-mail blasts to distribute information and help keep the public updated.
6. Advertising / Local Media
TTD places paid advertising in the local English and Spanish speaking newspapers to encourage additional public participation and when appropriate, will do interviews on local TV.
7. Agency Coordination
TTD seeks to coordinate with local agencies, such as the Lake Tahoe Collaborative, Family Resource Center, Live Violence Free, Sierra Nevada Transportation Coalition, Community College, Senior Center, Tahoe Area Coordinated Council for the Disabled, and Tahoe Coalition for the Homeless, to educate and solicit feedback on current and proposed services, along with the business community and social groups.
8. Community Outreach Booths / Open Houses / Workshops
TTD will attend community events or conduct open houses and workshops to disseminate information and receive public input regarding proposed transit changes and upcoming projects. TTD endeavors to employ different meeting sizes, formats and locations to accommodate the minority, disabled, and limited English proficiency (LEP) populations to receive public comments.

TTD will continue to seek out other opportunities to engage the public, including participating in the Tahoe Metropolitan Planning Organization's Annual Unmet Needs process.

III. Past Public Outreach Activities

TTD retains public participation documentation records in plan, program and project files including, but not limited to, agendas, staff reports, support documentation,

notices of public hearings, meeting sign-in sheets, comment cards, responses to comments, meeting minutes, translated materials, and powerpoint presentations.

TTD's past public outreach between January 2020 and June 2023 included the following:

- ❖ TTD held Town Hall presentation and public workshops for the Incline Village Mobility Hub project. The outreach included advertisements in English and Spanish, Spanish translation of the presentation, and Spanish translators, as well as public notices of Committee meetings, with the meetings being held through GoToWebinar.
- ❖ Passenger surveys have been conducted with the help of the Tahoe Metropolitan Planning Organization to better inform on-going needs within the community.
- ❖ Surveys were also conducted for the Short-Range Transit Plan update. The Short-Range Transit Plan update is still in the process of being developed and additional outreach is being scheduled.

IV. Future Public Outreach Activities

At a minimum, TTD's future public outreach activities will include the following:

- ❖ TTD will continue to conduct passenger surveys annually
- ❖ TTD will continue to provide outreach regarding the Incline Village Mobility Hub project.
- ❖ TTD has plans to acquire and develop a new transit facility and mobility hub(s). Public outreach will be conducted appropriately, including Title VI Equity Analyses.

Appendix C

Limited English Proficiency Plan

Exhibit A



Tahoe Transportation
DISTRICT

LEP

LIMITED ENGLISH PROFICIENCY PLAN

Updated: July 2023

Adopted: pending

I. INTRODUCTION AND POLICY STATEMENT

A. PURPOSE OF THIS LEP PLAN

The Tahoe Transportation District (TTD) is a recipient and subrecipient of federal financial assistance and grants from Federal Transit Administration (FTA) and Federal Highway Administration (FHWA). As such, TTD must comply with Executive Order 13166-- Limited English Proficiency (LEP).

This LEP Plan is designed to assist management and staff to understand their roles and responsibilities with respect to overcoming barriers for LEP individuals. This LEP Plan will provide guidance to staff on translation, interpretation, and outreach services for LEP individuals seeking access to TTD programs and services. This LEP Plan supplements TTD's Title VI Program Plan and Public Participation Plan.

TTD developed this LEP Plan by using the Federal Transit Administration (FTA), Office of Civil Rights "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons" handbook and performing the Four-Factor analysis therein.

B. POLICY STATEMENT

TTD, under Title VI of the Civil Rights Act of 1964, ensures that no person shall, on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency. It is the policy of TTD to provide timely, reasonable, effective and meaningful access for LEP persons to all its programs and activities. All staff shall provide free language assistance services to LEP individuals with whom they encounter or whenever an LEP person requests language assistance services. All staff shall ensure the public is treated with dignity and respect, identify the language needs of TTD customers, and utilize available bilingual resources to assist customers, when needed.

TTD will ensure the provisions of this LEP Plan will apply and be incorporated into agreements with subgrantees and contractors as subrecipients of federal financial assistance.

II. SELF ASSESSMENT USING THE FOUR-FACTOR ANALYSIS

TTD is a bi-state public entity that delivers transportation projects in the Lake Tahoe basin, including transit services and capital improvement projects. This section sets forth the Four-Factor analysis used to determine the appropriate, reasonable, resource effective and meaningful access for LEP persons. In determining "reasonable," there are four factors to be considered:

Factor 1 - The Number and Proportion of LEP Persons Served or Encountered in TTD's Service Area

TTD provides year-round transportation on the South Shore of the Lake Tahoe basin, in the City of South Lake Tahoe, California and Stateline, Nevada. The service area population is approximately 30,940. There is also commuter bus service between Stateline, Carson City, and Minden/Gardnerville, Nevada. The population of that service area is 44,706.

TTD used the 2021 American Community Survey Five-Year Estimates to seek information on persons who speak languages other than English at home and who speak English less than very well.

**Statistical Language Breakdown
Source: Census 2021**

South Shore Service Area

Total Population: 30,940

	Number who Speak English Less Than Very Well	% Who Speak English Less Than Very Well
Spanish	2,120	6.9%
Tagalog	251	0.8%
Other Indo-European	109	0.3%

Express Service Area

Total Population: 44,706

	Number who Speak English Less Than Very Well	% Who Speak English Less Than Very Well
Spanish	1,357	3.04%
Tagalog	153	0.3%

A review of the above tables shows Spanish as the highest percentage of the total population who speak English less than very well in both service areas, with Tagalog as the second highest.

The California Department of Education report of English Learners by Language for the Lake Tahoe Unified School District confirms Spanish and Tagalog are the number one and two languages spoken at home.

Factor 2 - The Frequency with Which LEP Individuals Come into Contact with TTD Services

TTD serves LEP persons daily via the fixed route bus and complementary paratransit services. Approximately two out of every ten calls the dispatch office receives are Spanish speaking customers. The Lake Tahoe Basin has over 200,000 visitors a year who enjoy the winter, spring, fall and summer recreational activities. Visitors include international multi-lingual guests. TTD recognizes that the international visitors may be LEP and access TTD transit services during their temporary stay in the area.

Factor 3 - Nature and Importance of the Services Provided

TTD's transit services provide an important means of transportation for much of the public, including the LEP population, in South Lake Tahoe. TTD provides residents and visitors, including LEP persons, transportation services for commuting to work, shopping, recreational needs, school, health care, and other service needs. Transportation services provides a key role in connecting LEP persons to these essential services.

Factor 4 - Resources Available to TTD to Ensure Meaningful Access to Services by LEP Individuals

TTD continues to assess available resources in order to provide efficient, effective and meaningful LEP services. TTD has several dispatchers, bus operators, and a road supervisor who are fluent in Spanish and provide translation services when needed. Road supervisors have the Google Translate App on their company phones to assist with translations. TTD has the following documents translated to Spanish:

- Title VI policy statement, complaint procedure, and complaint form
- Paratransit service application and rider guide
- ADA complaint procedure and complaint form
- Route notifications
- Service policy changes
- Transit project information, meeting notices, and other notifications as necessary

When possible, TTD will:

- Share language assistance materials and services among and between other transit agencies and advocacy groups
- Share information through community groups who serve LEP persons
- Use telephonic and video conferencing interpretation services

- Use qualified translators and interpreters to ensure accuracy of translated documents
- Request and use qualified community volunteers in a formalized manner

Procedures are in place to provide language assistance to LEP individuals as part of the standard business practices. The standard business practices to LEP individuals will include:

- Continued translation of vital bus service documents and notices to Spanish
- Have Spanish translators available at public participation events, and if necessary, Tagalog translators
- Advise the public that TTD provides free LEP services to its programs and activities

III. LEP PLAN

The LEP Plan reflects the overall goal of improving and maintaining language access for TTD's customers as transit riders and project recipients. The intent is to achieve a balance that ensures meaningful access to programs and services while avoiding undue burdens on TTD's resources. It is important to inform LEP individuals that services are available in Spanish, and other languages when needed, and they are free of charge. TTD will continue to use existing resources to meet the requirements of Executive Order 13166. The most widely used LEP services will be translating oral and written communications.

A. Identifying LEP Individuals Needing Language Assistance

- TTD may examine customer service records to look for previous language assistance and to determine if language assistance might be needed at future events.
- Have language identification cards available for individuals to identify the language they speak.

B. Language Assistance Measures

- Language assistance will be provided to LEP individuals through the translation of vital documents, as well as through oral language interpretation when necessary and possible. LEP individuals are not obligated to provide their own interpreter, although many do so.
- Interpreters will be provided at public meetings when necessary.
- In-coming calls by Spanish speaking individuals will be transferred or conferenced with TTD's Spanish speaking employees.
- Vital notices are published in local Spanish newspapers, as needed.

C. Training Staff

- Staff will be trained on the following:
 - TTD's Title VI policy and LEP responsibilities

- Documentation of language assistance requests
- How to handle a potential Title VI/LEP complaint

D. Providing Notice to LEP Individuals

- Provide a statement affirming TTD will make reasonable accommodations to provide an interpreter at public meetings and hearings with advance notice.
- Continue to provide vital documents, such as Title VI complaint form and various brochures in Spanish
- Include in notifications that there is no charge for language assistance

IV. MONITORING AND UPDATING THE LEP PLAN

TTD's Title VI Coordinator shall monitor implementation of this LEP Language Assistance Plan, making revisions to the plan, as may be required periodically. In monitoring compliance, an assessment will be made whether the plan allows LEP individuals to overcome language barriers and participate in a meaningful way in the program activities and services.

Monitoring shall consider information from the following sources and criteria, as well as other factors as may be appropriate:

- Changes in demographics, including new language groups, types of services and other activities.
- Frequency of encounters with LEP persons.
- Whether existing LEP language services are adequate.
- Availability of new resources, including technology.

Full review of the LEP Plan will occur with each triennial Title VI program submission.

V. DISSEMINATION OF TTD'S LEP PLAN

TTD's LEP Plan is available to be downloaded on the agency's website at www.tahoetransportation.org for those with internet access or a copy of the plan will be provided upon request at no charge. TTD will provide LEP individuals a translated copy of the plan upon request.

Questions or comments regarding the LEP Plan may be submitted to:

Title VI Coordinator
P.O. Box 499
Zephyr Cove, NV 89448
Phone: 775-589-5502
Fax: 775-588-0917
Email: info@tahoetransportation.org



MEMORANDUM

Date: July 27, 2023
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of the Proposed Triennial Disadvantaged Business Enterprise Program Goal for Federal Transportation Administration Funding for Federal Fiscal Years 2024-2026

Action Requested:

It is requested the Board approve the proposed triennial (federal fiscal years 2024 through 2026) overall Disadvantaged Business Enterprise (DBE) goal for Federal Transportation Administration (FTA) funding.

Fiscal Impact:

All expenditures associated with this item for the fiscal year are in the approved fiscal year 2024 budget.

Work Program Impact:

All work associated with this effort is captured under respective elements of the existing Work Program and corresponding allotted staff time necessary for administration of the budget and operations.

Background:

In October 2016, the TTD became a grantee under FTA's Urbanized Area Formula Funding Program (49 U.S.C. 5307). FTA requires grantees whom receive FTA funding of \$250,000 or more and use those funds on expenses other than labor costs or transit vehicle purchases to establish a triennial DBE participation goal.

Discussion:

The DBE goal is the percentage of federal funds Staff anticipates will be spent contracting with certified DBEs. The FTA has developed a methodology to help entities establish that goal. It consists of four procedures and follows FTA's two-step process:

- A. Determine the weight of each type of work by NAICS (North American Industry Classification System) Code for the types of expenses TTD expects use FTA funding.
- B. Define the market area and the availability of ready, willing, and able DBE's within the market area.

C. Calculation of the Base Figure Goal (**Step 1**).

D. Adjustment of the Base Figure based on DBE attainment in the past three years (**Step 2**).

This methodology, along with assumptions, must be included in the submission of the DBE goal to the FTA. Upon completion of the required methodology (Attachment A), TTD is proposing a goal of 4.8% for DBE participation in its FTA's assisted transit operations. The public notice was posted on TTD's website on July 5, 2023 and mailed to local chambers, Small Business Administrations and Small Business Development Centers announcing the proposed overall goal and the methodology of developing the goal. The proposed goal and its rationale will be available for review and comment through August 5, 2023. A virtual open house meeting was held on July 17, 2023 to answer questions and receive any public comment regarding the proposed goal. There were no attendees and no comments have been received to date.

Additional Information:

If you have any questions or comments regarding this item, please contact Judi Allen at (775) 589-5502 or jallen@tahoetransportation.org.

Attachment:

A. Draft Disadvantaged Business Enterprise Goal Setting Methodology

TAHOE TRANSPORTATION DISTRICT
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
GOAL SETTING METHODOLOGY
FFY 2024 – FFY 2026

Summary

The Tahoe Transportation District (TTD) receives funding from the Federal Transit Administration (FTA) of the U.S. Department of Transportation. In accordance with the requirements of the U.S. Department of Transportation's Disadvantaged Business Enterprise: Program Implementation (49 C.F.R. Part 26), TTD has developed a 4.8% overall Disadvantaged Business Enterprise (DBE) race neutral goal for federal fiscal years 2024 through 2026.

This goal is based on evidence of ready, willing, and able DBEs relative to all businesses ready, willing and able to participate on federal-aid transit projects.

Overall DBE Goal Methodology

TTD receives FTA funding for capital projects, such as transit vehicle purchases; operating assistance; and preventative maintenance. TTD's budgeted funding for operating assistance and preventative maintenance, excluding personnel costs, is used in the goal setting process.

TTD used FTA's two-step process as detailed in 49 C.F.R. Part 26.45.

Step 1: Determine a base figure for the relative availability of DBEs

TTD is located at South Lake Tahoe, which is located in both states of California and Nevada. As TTD uses vendors from both California and Nevada, the DBE directories of both California (Caltrans) and Nevada (NDOT) Departments of Transportation were used to determine the number of ready, willing and able DBEs. TTD determined which North American Industry Classification System (NAICS) codes it expects to use in the next three fiscal years. Using the Census Business Builder: Small Business Edition (version 5.1) from the U.S. Census Bureau for El Dorado County, CA and Washoe, Douglas, and Carson City counties of Nevada, the number of ready, willing and able businesses were identified. Of the 1,843 ready, willing and able businesses, there are 14 ready, willing and able DBEs.

NAICS Code	Number of Establishments	Number of Available DBEs	Percentage of DBEs
236220 Bus Shelter	138	-	-
23822 Plumbing, Heating & AC	304	-	-
32311 Commercial Printing	42	1	2%
44131 Automotive Parts & Accessories Stores	88	-	-
44132 Tire Dealers	58	-	-
45321 Office Supplies & Stationery Stores	9	-	-
45431 Fuel Dealers	23	-	-
54111 Offices of Lawyers	383	3	1%
541511 Custom Computer Programming Services	308	7	3%
541611 Administrative Mgt & General Mgt	329	3	1%
81111 Automotive Repair & Maint.	261	-	-
81121 Communication Equipment & Repair	-	-	-
Total	1,843	14	1%

To ensure the base figure is as accurate as possible, the percentage of available DBE's is dollar-weighted. The percentages of budgeted dollars in each NAICS Code were determined and calculated against the percentages of DBE's, adjusting TTD's base figure calculation to 1.7%.

NAICS Code	Estimated FTA \$ by NAICS Code 2024-26	Percent of Total FTA Funds (weight)
236220 Bus Shelter	\$36,950	.01
23822 Plumbing, Heating & AC	\$1,700	.001
32311 Commercial Printing	\$9,761	.003
44131 Automotive Parts & Accessories Stores	\$659,925	.23
44132 Tire Dealers	\$54,994	.02
45321 Office Supplies & Stationery Stores	\$98,440	.03
45431 Fuel Dealers	\$864,063	.30
54111 Offices of Lawyers	\$66,377	.02
541511 Custom Computer Programming Services	\$296,230	.10
541611 Administrative Mgt & General Mgt	\$85,000	.03
81111 Automotive Repair & Maint.	\$719,318	.25
81121 Communication Equipment & Repair	\$18,334	.01
Total	\$2,911,091	

NAICS Code	Weight	Percentage of DBEs	Weighted Base Figure
236220 Bus Shelter	.01	-	-
23822 Plumbing, Heating & AC	.001	-	-
32311 Commercial Printing	.003	2%	-
44131 Automotive Parts & Accessories Stores	.23	-	-
44132 Tire Dealers	.02	-	-
45321 Office Supplies & Stationery Stores	.03	-	-
45431 Fuel Dealers	.30	-	-
54111 Offices of Lawyers	.02	1%	-
541511 Custom Computer Programming Services	.10	3%	-
541611 Administrative Mgt & General Mgt	.03	1%	-
81111 Automotive Repair & Maint.	.01	-	-
Total			%

Step 2: Adjust Base Figure

TTD's prior triennial DBE goal for FFY 21 to 23 was 3.1%. In reviewing the past participation of DBE's, TTD has considered making an adjustment to the base figure based on past participation.

Federal Fiscal Year	Annual DBE Goal	FTA DBE Goal Attainment
2021	3.1%	0%
2022	3.1%	19%
Median DBE Attainment		9.5%

Calculating the average of the weighted base figure and the median DBE attainment results in an adjusted base figure of 4.8%.

TTD reviewed available disparity studies and did not see that an adjustment to the proposed goal is necessary. TTD is not aware of any other factors that would have an impact on the goal setting methodology.

The final proposed overall DBE goal for FTA-assisted contracts for fiscal years 2024 through 2026 is 4.8%, with DBE participation sought on a race-neutral basis.

Public Participation

TTD will consult with organizations which are expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effect of discrimination on opportunities for DBEs, and efforts to be made to establish a level playing field for the participation of DBEs.

The public notice of TTD's proposed goal was posted on TTD's website – tahoetransportation.org (Attachment A) and mailed to local chambers, Small Business Administrations and Small Business Development Centers (Attachment B) on July 5, 2023. The

notice informed the public that the proposed goal and methodology are available for review for 30 days following the date of the public notice.

A virtual open house meeting was held on July 17, 2023 to answer questions and receive any public comments regarding the proposed goal. There were no public comments submitted at the meeting.

The proposed goal and rationale will be presented to TTD's Board of Directors at their August 2, 2023 Board meeting for approval.

Public comments will be accepted through August 5, 2023.

7/5/23, 5:24 PM

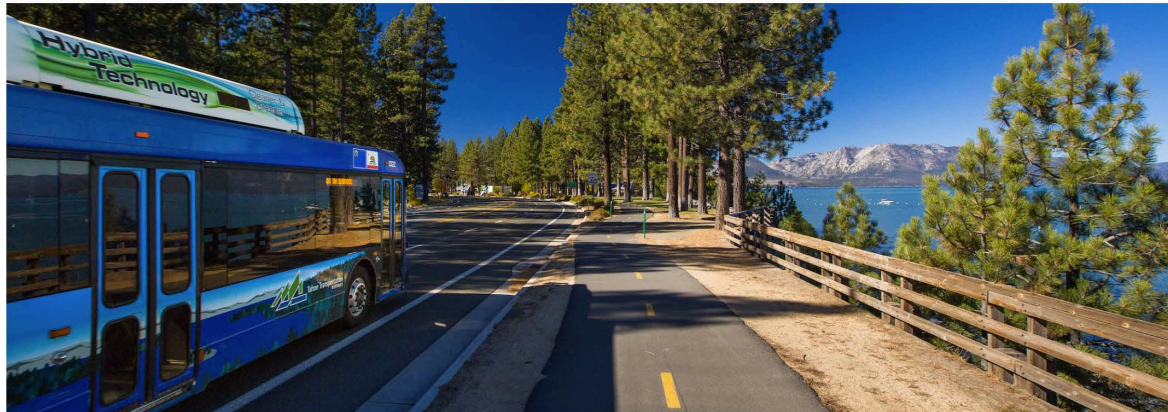
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[Reduced Service – Route 50 – July 5, 2023](#)
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[Mask Mandate Change](#)
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We're Hiring

The Public Notice was mailed to the following:

Small Business Administration
300 Booth Street, Suite 3065
Reno, NV 89509

Small Business Administration
6501 Sylvan Road, Suite 100
Citrus Heights, CA 95610

TahoeChamber.org
PO Box 17181
South Lake Tahoe, CA 96151

South Tahoe Chamber of Commerce
PO Box 7695
South Lake Tahoe, CA 96158

North Lake Tahoe Chamber of Commerce
P.O. Box 1757
Tahoe City, CA 96145

Nevada Women's Business Center
550 E. Charleston Blvd., Suite E
Las Vegas, NV 89104

Nevada Small Business Development Center
1664 N. Virginia St.
Reno, NV 89557

Sierra Small Business Development Center
10183 Truckee Airport Rd., Suite 202
Truckee, CA 96161

Capital Region Small Business Development Center
1 Capitol Mall, #300
Sacramento, CA 95814

Business Resource Innovation Center
108 E Proctor St.
Carson City, NV 89701



MEMORANDUM

Date: July 27, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – DeDe Aspero, Human Resources Risk Manager

Subject: Informational Update on the Renewal of the Fiscal Year 2024 Nevada and California Workers’ Compensation Insurance Policies

Action Requested:

It is requested the Board receive an update on the renewal of the Nevada and California Workers’ Compensation Insurance provided by Public Agency Compensation Trust (PACT) for Nevada and Public Risk Innovation, Solutions, and Management (PRISM) for California.

Fiscal Impact:

The cost for fiscal year 2024 (FY24) California primary workers’ compensation insurance is expected to cost approximately \$172,013. California excess workers’ compensation insurance will cost approximately \$56,599 and the Nevada insurance will cost approximately \$21,207 for a total of \$249,819. All staff time and costs associated with workers’ compensation insurance are accounted for in the approved FY24 budget. In FY23, the total annual cost was \$228,864; \$211,812 for the California coverage and \$17,052 for the Nevada coverage, for a year over year increase of \$20,955, based on payroll.

Background:

The purpose of the Workers’ Compensation program is to provide wage replacement payments, medical care, and rehabilitation benefits to employees who suffer a work-related injury or illness.

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

As a bi-state employer, TTD must maintain worker’s compensation insurance in both California and Nevada.

Discussion:

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

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

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

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

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

Additional Information:

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



MEMORANDUM

Date: July 27, 2023
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff – Carl Hasty, District Manager
Subject: Authorize the Tahoe Transportation District Board Chair to Sign a Memorandum of Understanding Between the Tahoe Transportation District and Placer County for Regional Transportation Project Implementation

Action Requested:

It is requested the Board authorize the Board Chair to sign a Memorandum of Understanding (MOU) with Placer County for Regional Transportation Project Implementation (Attachment A).

Fiscal Analysis:

All expenditures associated with this item for the fiscal year are in the approved FY24 budget.

Work Program Impact:

All work associated with this effort is captured under respective elements of the approved FY24 work program, with corresponding allotted staff time. This project aligns with Strategic Goal SG-3: Fund and operate regional multi-modal transportation systems.

Background:

On May 24, 2022, the Placer County Board of Supervisors adopted a resolution which supports a regional effort to establish a long-term sustainable transportation funding strategy for implementation of transportation programs and projects within the Lake Tahoe region.

At the June 1, 2022 TTD Board meeting, the Board deliberated and made a decision on a methodology to determine a funding allocation from the local jurisdictions to the TTD as an annual contribution to its general fund. The fairest methodology was to use an approach apportioned by the percentage of development per jurisdiction in the Basin by associating residential and commercial development with transportation demand and apply that percentage to the aggregate revenue target amount for each jurisdiction. The percentage apportionment is as follows: Washoe County 15%, Carson City 0%, Douglas County 13%, City of South Lake Tahoe 39%, El Dorado County 12%, Placer County 21%.

Discussion:

The target aggregate revenue for fiscal year 2024 is \$250,000, so Placer County's apportionment target is \$52,500. It should be noted that Carson City has committed \$5,000 a year to TTD, recognizing that while it has no development at the Lake, its constituents use and enjoy the Lake. Washoe County will be meeting its target of \$37,500 and El Dorado County is

expected to enter into agreement with TTD for its target of \$30,000. It should also be noted that Douglas County has been making a \$50,000 annual contribution to TTD for over a decade.

Placer County's Board of Supervisors approved the attached MOU at their July 25, 2023 meeting.

Additional Information:

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

Attachment:

- A. Memorandum of Understanding with Placer County

CONTRACT #: _____

**MEMORANDUM OF UNDERSTANDING FOR REGIONAL
TRANSPORTATION PROJECTS AND PROGRAMS FUNDING
INITIATIVES IN EASTERN PLACER COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU”, is made and entered into on _____, by and between the County of Placer, hereinafter referred to as “County”, and the Tahoe Transportation District, a special purpose district established by the U.S. Congress, hereinafter referred to as “TTD.”

RECITALS:

WHEREAS, the States of California and Nevada and the U.S. Congress amended the Tahoe Regional Planning Agency (TRPA) Compact in 1980, with Public Law 96-551, establishing the Tahoe Transportation District; and

WHEREAS, TTD is responsible for facilitating and implementing safe, environmentally positive, multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations; and

WHEREAS, a regional transportation plan for the integrated development of a regional system of transportation, including but not limited to parkways, highways, transportation facilities, transit routes, waterways, navigation facilities, public transportation facilities, bicycle facilities, and appurtenant terminals and facilities for the movement of people and goods within the region has been developed by TPRA; and

WHEREAS, implementation of the regional transportation plan, including projects and programs within Placer County, is the responsibility of TTD and local jurisdictions, and

WHEREAS, the Placer County Board of Supervisors approved a resolution which supports a regional effort to establish a long term, sustainable transportation funding strategy for implementation of transportation programs and projects within the Lake Tahoe region at its May 24th, 2022 meeting, and

WHEREAS, TTD will facilitate and coordinate federal and state transportation formula and competitive grant funding opportunities as well as technical support for implementation of both local and regional programs such as Fanny Bridge Phase 2 and parking management coordination, and

WHEREAS, the County’s Board of Supervisors appoints one its members to be a member of the TTD Board of Directors, and the County receives direct benefit from the services provided by TTD, and

WHEREAS, the County funds services provided by the TTD with its Transient Occupancy Tax, as described within this MOU.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. **TERM.** This MOU shall be effective upon execution by both parties. The term of this MOU is from July 1, 2022 through June 30, 2023.
2. **SERVICE.** TTD shall perform the work described in Exhibit A – Scope of Work.
3. **FUNDING.** This MOU is for a maximum of Seventy Five Thousand Dollars (\$75,000).
4. **INVOICING.** TTD shall provide an invoice and documentation for services rendered pursuant to the Scope of Work included in Exhibit A. Invoices will be submitted to the County on a bi-annual basis- on or around January 1 and June 30. Invoices shall reference this MOU, the payment due date, and the relevant period of service. Invoices shall be due and payable on a Net 30 basis. Each invoice shall not exceed one-half (1/2) of the total amount stated in Section 3 above.
5. **REPORTING.** TTD will provide a quarterly report to the County which documents the completion of tasks in Exhibit A – Scope of Work.
6. **RECORDS.** TTD shall maintain satisfactory account statements, records and other documents relating to the work performed under this MOU. Records shall be retained by TTD for three (3) years following the completion of work performed.
7. **AMENDMENTS.** This MOU may be amended in writing signed by both parties.
8. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.** TTD hereby agrees to protect, defend, indemnify, and hold County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands arising out of, the funding provided by County to TTD under the terms of this MOU, except where caused by the sole negligence of County. TTD agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of TTD. TTD also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against TTD or the County or to enlarge in any way the TTD's liability but is intended solely to provide for indemnification and defense of County from liability for damages or injuries to third persons or property arising from TTD's use of funding pursuant to this MOU.

As used above, the term County means Placer County or its officers, agents, employees, and volunteers.

9. **INSURANCE.** Consultant shall file with County concurrently herewith a Certificate of Insurance in companies acceptable to County, with a Best's Rating of no less than A-:VII, showing the coverages below. The parties agree that TTD can meet the below insurance requirements through a program of self-insurance acceptable to the County's Risk Manager.

1) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

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

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

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

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this MOU by TTD.

TTD shall, as applicable, require all contractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2) GENERAL LIABILITY INSURANCE:

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

(1) Contractual liability ensuring the obligations assumed by TTD in this MOU.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

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

→ One million dollars (\$1,000,000) each occurrence

→ Two million dollars (\$2,000,000) aggregate

D. If Consultant carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

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

E. Special Claims Made Policy Form Provisions:

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

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

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

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

3) ENDORSEMENTS:

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

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this MOU."

B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

4) AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

5) ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - TTD shall be responsible for all deductibles and self-insured retentions in all applicable insurance policies or self-insurance programs. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

Consultant's Obligations - TTD's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this MOU

Verification of Coverage - TTD shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive TTD's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the TTD to maintain the insurance required by this MOU, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. **ENTIRETY OF AGREEMENT.** This MOU contains the entire agreement of TTD and County with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this MOU, shall be binding or valid
11. **GOVERNING LAW.** This MOU is executed and intended to be performed in the State of California, and the laws of the State shall govern its interpretation and effect. Any legal proceedings on this MOU shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
12. **NOTICE.** Written notice under this MOU shall be provided via U.S. Mail, electronic mail, or in person as follows:

COUNTY: County Executive Office
P.O. Box 1909
Tahoe City, CA 96145

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

(This Space Intentionally Left Blank)

IN WITNESS THEREOF, the parties hereto have executed this MOU the day and year first above written.

Tahoe Transportation District

County of Placer

By: _____

By: _____

Alexis Hill, Chair,
TTD Board of Directors

Jane Christenson
County Executive Officer

Date: _____

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

EXHIBIT A SCOPE OF WORK

Task 1 – Regional Sustainable Transportation Funding Development

TTD will advance development of the federal, state, and local/private funding plan and partnership (currently called the 7-7-7 funding plan). TTD staff will facilitate local jurisdictional consensus of an approach to move forward a proposal for discussion at the state and federal level.

Task 2 – Transportation Project Implementation Support

TTD will facilitate and coordinate further funding under federal and state transportation formula and competitive grant funding opportunities which align with projects within Placer County. TTD will also provide technical support for implementation of both local and regional programs such as Fanny Bridge Phase 2 and parking management coordination.

Task 3 – Representation and Advocacy

TTD will represent and provide advocacy for the regional transportation funding strategy as appropriate before government bodies.



MEMORANDUM

Date: July 27, 2023
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff – George Fink, Transportation Services Director
Subject: Authorize the District Manager to Execute a Two-Year Agreement with GMV Synchronomatics Corp. in an Amount Not to Exceed \$208,576

Action Requested:

It is requested the Board authorize the District Manager to execute a two-year agreement with GMV Synchronomatics Corporation in an amount not to exceed \$208,576.

Fiscal Analysis:

All expenditures associated with this item for the fiscal year are in the approved FY24 budget and will be included in the FY25 budget.

Work Program Impact:

All work associated with this effort is captured under respective elements of the approved FY24 Work Program and will be included in the FY25 work program, with corresponding allotted staff time. This project aligns with Strategic Goal SG-3: Fund and operate regional multi-modal transportation systems.

Background:

The majority of TTD's buses utilize the GFI Genfare (GFI) Odyssey farebox. Although TTD is a fare free system, the GFI Odyssey fareboxes are a useful system to track ridership and interface with TTD's MIS "Reporting Solution" that tracks which Operators are assigned to which routes and correlates bus assignment with miles, hours, and Operator manifests simplifying compliance and report. TTD also uses equipment from Samsara to transmit latitude and longitude in order to provide bus locations for "Transit App," TTD's automated vehicle location (AVL) and predictive arrival software.

Discussion:

GFI notified users of the Odyssey farebox system that they were ending sales and support for the units earlier this year. TTD had already started to migrate to GMV Synchronomatics (Synchronomatics), a newer and more comprehensive system, first deployed on the Proterra buses delivered last year. The Synchronomatics system consists of OpenMDT Plus (tablet interface), automated voice annunciator, automated passenger counters, infotainment, LED integration, and headsign integration.

Synchromatics has performed well on the Proterra buses and staff is proposing to transition the remaining existing fleet to Synchromatics' OpenMDT Plus. With all but one of TTD's non-Synchromatics-equipped fleet beyond its useful life, the return on investment does not warrant retrofitting the full Synchromatics suite of hardware. However, the OpenMDT Plus tablets are affordable, easily installed, and provide the same functionality as the obsolete GFI system. The one new bus without Synchromatics will be retrofitted with the full suite of equipment. New fleet will be ordered with Synchromatics from the factory.

Staff contacted Synchromatics to obtain a quote for the required hardware, warranties, and support. As this equipment is being added to the existing equipment to remain consistent with deployed technology, this is a sole source procurement. The proposed contract (Attachment A) is for two years and includes the equipment and service components of the system. The capital costs are \$160,320 and the service costs are \$24,128 per year for a total contract amount not to exceed \$208,576.

Staff is recommending the Board authorize the District Manager to execute the agreement.

Additional Information:

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

Attachment:

- A. GMV Synchromatics Agreement

**AGREEMENT FOR SERVICES
BETWEEN
TAHOE TRANSPORTATION DISTRICT
AND
GMV SYNCROMATICS, CORP.**

This Agreement for Services (“Agreement”) is entered into as of this ____ day of August, 2023 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and GMV Syncromatics, Corp., a California corporation (“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 informal quotes, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a quote 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 for two years (as defined below) (the “Term”).

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to provide the products and perform the services set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Products” and “Services”, respectively) and made a part of this Agreement by this reference.

Page | 1

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(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A"; however, the Parties hereby agree that such schedule: 1) is based on assumptions by the Parties as to the final date of contracting and District's issuance of an official notice to proceed, and any change in the date of reaching a final agreement or receiving a final notice to proceed may result in comparable or possibly greater delays in the schedule; and 2) is subject to adjustment due to any delays in District's performance of its obligations set forth herein. Should the Services not be completed pursuant to that schedule (as may be adjusted per the foregoing) and the Contractor fails to complete the Services following District's notice and an opportunity to cure as provided herein, 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.

(c) Service Dates. For each Product installed that has an associated maintenance/support fee, the first of the month following installation of that Product on all agreed-upon vehicles will be considered the date on which warranty term and services begin (the "In Service Date") and upon which the recurring fees are timed, regardless of when the fees are actually paid.

(d) Cellular Connections, Use of Third Party Data Connections. District shall provide a recommendation to Contractor prior to the procurement of any hardware based on which (if any) cellular provider District prefers or believes to provide better cellular service in the service area. As available, District shall provide the ability for in-vehicle hardware provided by Contractor to connect to Contractor's data center through the use of previously installed broadband connection devices ("Third-Party Connections"). Contractor will be provided an opportunity to conduct a preliminary investigation to determine whether the Third-Party Connections are a viable alternative to the use of Contractor's proposed standalone cellular connection. Contractor will need to validate the software and hardware connectivity in a test environment to make a final determination. The Parties each acknowledge that any such Third-Party Connection is operated in conjunction with a separate entity that is not a Party to this Agreement, and no warranty, express or implied, is included in this Agreement with respect to the reliability of such equipment or its data service. Contractor shall not have any responsibility for the functionality, reliability, or maintenance of the Third-Party Connections, which shall be the sole responsibility of District. In the event that District and Contractor find that the Third-Party Connection is unsuitable for their needs, Contractor may provide separate, optional costs for an independent cellular connection which District may elect to implement at its sole discretion.

(e) Third Party Products. District agrees to provide Contractor with access to District's existing hardware and software, and any other hardware and software not provided by Contractor (collectively, "Third Party Products") to the extent necessary or convenient for Contractor to fulfill its responsibilities under this Agreement. Should any Third Party Product malfunction or fail, District shall promptly remediate such malfunction

or failure and provide assistance to Contractor to mitigate the effect of such malfunction or failure on the Project. Notwithstanding anything contained herein to the contrary, Contractor shall not have any responsibility for the installation, functionality, reliability, or maintenance of any Third Party Product, which shall be the sole responsibility of District. No warranty, express or implied, is provided by Contractor with respect to any Third Party Products

(f) Warranty and Product Replacement. Contractor shall provide a full replacement warranty on all Products provided hereunder for a standard period of one (1) year, with the exception of the Mobile Data Terminal (“MDT”) which shall be two (2) years. The warranty is such that if any Product shall fail to perform as specified in the Proposal, upon receiving written notice of such failure, Contractor shall replace such Product as specified in the Proposal at no cost to District. Warranty dates for each Product (including optional items) shall begin on each Product’s applicable In-Service Date. Replacement of Products shall only occur for a failure of the Product itself when used properly, and not for any damage to the unit caused by the intentional or negligent acts or omissions of a party other than Contractor or its officers, directors, or employees.

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 Two Hundred Eight Thousand, Five Hundred Seventy-Six dollars (\$208,576), **SPECIFICALLY INCLUDING SALES TAX** (“Contract Price”) unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 27 “Amendment” of this Agreement. It is understood and agreed by District and the Contractor that Contractor will be responsible for the collection (as an addition to the aforementioned total contract price) and remittance of sales tax, unless District provides exemption or similar documentation. **The District is tax exempt in Nevada, so Contractor will deliver all equipment to 128 Market Street, Stateline, NV 89449, with 0% taxes applied.** The prices specified in the Proposal for the Products and Services shall be guaranteed for the Term; provided, the amount of any taxes set forth in the Proposal and/or Contract Milestones are based on the tax rate in effect at the time of execution of this Agreement and any changes in the rate that occur during the Term shall result in an increase or decrease in the amount of taxes charged, as applicable. Any additional Products and/or Services requested or optioned by District,

annual service fees, and each extended warranty optioned by District shall be subject to District's payment of additional fees in accordance with the Proposal or as otherwise mutually agreed upon by the Parties in writing.

(b) Contractor shall furnish to District an original invoice for all work performed and expenses incurred in accordance with Exhibit "B." 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 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 cause Contractor to be paid within forty-five (45) 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, and notes that (i) contain confidential or proprietary information of District, (ii) do not contain any confidential or proprietary information of Contractor, and (iii) are prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement (collectively, "District Materials"), 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, upon request of District, turn over to District all such original District Materials. All materials prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement that do not constitute District Materials shall become the sole property of Contractor and may be used, reused or otherwise disposed of by Contractor without the permission of District.

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.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

Contractor shall keep itself informed of and will, in its performance hereunder, 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, to the extent due to 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 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, sexual orientation, gender identity, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should 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 of which Contractor is aware 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) “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. Confidential Information of each party includes technology and technical information, product plans and designs, and business processes disclosed by such party. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party in violation of this Agreement, (ii) was in the possession of or known to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party, (iii) is disclosed to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, which such source is entitled, to the Receiving Party’s knowledge, to make the disclosure, or (iv) was independently developed by the Receiving Party without reference to or use of such Confidential Information of the Disclosing Party.

(b) Each Receiving Party may only disclose Confidential Information of the Disclosing Party to the Receiving Party’s officers, employees, agents, and subcontractors who have a need to know for purposes of this Agreement, and shall not otherwise release or disclose any such Confidential Information without prior written authorization from the Disclosing Party, except as may be required by law, including but not limited to the California Public Records Act and the Nevada Public Records Act. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care).

(c) 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 to the extent permissible.

(d) If a Receiving Party, or any officer, employee, agent or subcontractor of such party, provides any Confidential Information of the Disclosing Party in violation of this Agreement, then the Disclosing Party shall have the right to reimbursement and

indemnity from the Receiving Party for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of the Receiving Party's conduct.

(e) Each party, as a Receiving Party, shall promptly notify the Disclosing Party should such Receiving Party, 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. The Disclosing Party retains the right, but has no obligation, to represent the Receiving Party or be present at any deposition, hearing or similar proceeding. The Receiving Party agrees to cooperate fully with the Disclosing Party and to provide the Disclosing Party with the opportunity to review any response to discovery requests provided by the Receiving Party. However, this right to review any such response does not imply or mean the right by the Disclosing Party to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION; LIMITATION OF LIABILITY.

(a) Indemnification. 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 ("District Indemnified Parties") from and against any and all liability (including liability for third party claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) (collectively, "Claims") to the extent arising out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Services under 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. Contractor will not be obligated under the foregoing, and District will defend, indemnify, protect, and hold harmless Contractor, its officers, directors, employees and agents (the "Contractor Parties") for any Claims that arise out of, result from, or are attributable to, the negligent acts or willful misconduct of District, its officials, employees, and/or agents.

(b) Process. The obligations of the indemnifying party (the "Indemnifying Party") under this Section 16 shall be subject to the party seeking indemnification (the "Indemnified Party") (i) promptly notifying the Indemnifying Party in writing of Claims for which the Indemnified Party seeks indemnity, (ii) providing the Indemnifying Party with reasonable information and assistance in defending or settling the Claim, and (iii) providing the Indemnifying Party with sole control over the defense or settlement of such Claim. The Indemnified Party agrees not to make any admission that might be prejudicial to the Indemnifying Party.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions at least as protective of District 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 District 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. The obligations of each party to indemnify and defend the other party as set forth herein is binding on the successors, assigns or heirs of each such party 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 any District Indemnified Party’s 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.

(f) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) THE PRODUCTS AND SERVICES, AND ALL INFORMATION, CONTENT AND MATERIALS PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED AND DISTRIBUTED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER; (II) CONTRACTOR MAKES NO WARRANTIES OF ANY KIND (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE) TO DISTRICT OR ANY OTHER THIRD PARTY; AND (III) CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ALL PRODUCTS, SERVICES, SOFTWARE, AND THE ITS SYSTEM, OR OTHERWISE RELATED TO THIS AGREEMENT OR THE PROJECT. DISTRICT ACKNOWLEDGES THAT CONTRACTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH

COMMUNICATIONS FACILITIES. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH ISSUES.

(g) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH THE EXCEPTION OF DISTRICT'S PAYMENT OBLIGATIONS HEREUNDER OR DISTRICT'S MISUSE, VIOLATION OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OWNED BY CONTRACTOR OR ITS LICENSORS, INCLUDING THE PRODUCTS, SERVICES, SOFTWARE, AND ITS SYSTEM (I) IN NO EVENT SHALL EITHER PARTY, ITS SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY MANNER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR REVENUES, CORRUPTION OR LOSS OF DATA OR BUSINESS INTERRUPTION) RELATED TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, SERVICES, SOFTWARE, ITS SYSTEM, OR PROJECT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE AGGREGATE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT AND ALL SOWS WILL NOT EXCEED THE GREATER OF TWICE THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE EVENT THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE, AND ONE MILLION DOLLARS (\$1,000,000). THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND IN THE ABSENCE OF SUCH LIMITATIONS, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD HAVE BEEN SUBSTANTIALLY DIFFERENT. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SECTION 17. INSURANCE.

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

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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 should Contractor reasonably deem such staff or subcontractors material or indispensable to the performance of the Services.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. District may terminate this Agreement, in whole or in part, at any time by giving advance 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 (i) for all Products and Services for which a Milestone Acceptance notification or Deployment Acceptance notification has been issued, (ii) its costs, including contract close-out costs, on work performed up to the time of termination, and (iii) for all materials delivered and/or installed, Products purchased and Services rendered, and all other work performed in furtherance of this Agreement by Contractor or any of its subcontractors prior to the effective date of termination (other than that included in subsection (i) or (ii) above) based on a pro rata share of the total compensation provided for in this Agreement.

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

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

(d) Survival. The following Sections shall survive any termination or expiration of this Agreement: Sections 4(c), 6, 15, 16, 20, 31, and 32.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the District shall give written notice to Contractor specifying the nature of the default and providing the Contractor a timeframe of at least forty-five (45) days to cure the default. The District may hold all invoices for the Products or Services for which Contractor is in default until the default is cured. If Contractor does not cure the default to District's reasonable satisfaction in the timeframe given, the District may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Notwithstanding the foregoing, should District reasonably deem any Product or Service provided by Contractor to be deficient in one or more respects and such deficiencies do not affect the core functionality of the Project in a material manner, District shall not have the right to terminate this Agreement or file any claim, action, or proceeding for such deficiencies and, instead, will rely solely on its right to receive an equitable adjustment in the amount payable by District for such Product or Service, as applicable.

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: George Fink, Transportation Services Director
P.O. Box 499
Zephyr Cove, NV 89448

gfink@tahoetransportation.org

To Contractor: GMV Syncromatics Corp.
700 S. Flower St, Suite 470
Los Angeles, CA 90017
Attn: President

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 is ordered or work suspension is revoked, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by District.

SECTION 28. BINDING EFFECT.

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

SECTION 29. FEDERAL PROVISIONS.

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

SECTION 30. WAIVER.

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

SECTION 31. LAW TO GOVERN; VENUE.

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

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 33. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered

into between Contractor and District prior to the execution of this Agreement with respect to the subject matter hereof. 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.

**TAHOE TRANSPORTATION
DISTRICT**

Carl Hasty
District Manager

ATTEST:

Judi Allen
Clerk of the Board

Approved to Form:

Sergio Rudin, District Counsel

GMV Syncromatics Corp.

EXHIBIT "A"

SCOPE OF SERVICES

Technology package including cloud hosted CAD/AVL/RTPI, Network Gateway, Automatic Passenger Counting, Automated Voice Annunciator, Interior LED, Infotainment and Electronic DVIs for a total of 22 vehicles, and integration of four LCD signs. Services are to be provided pursuant to the attached GMV proposal (the "Proposal").



700 S. Flower Street, Suite 470, Los Angeles, CA 90017
 310-728-6997, sales-na@gmv.com

Quote

Date July 24, 2023
 Quote # 2023 051923
 Valid 90 days
 Expires October 22, 2023
 Account Manager Jeff Hunter
 Phone (213) 328-5471
 Email jhunter@gmv.com

Person
Client Tahoe Transportation District
Email
Tax Rate TTD is tax exempt in Nevada, so GMV will deliver all equipment to 128 Market Street, Stateline, NV 89449, with 0% taxes applied
Job: Tahoe Transportation District, Fleet Retrofit

LN	Note	Item	Qty	Price Ea	Tax	Subtotal	
						Capital	Annual
0	c	<u>CAD/AVL</u>					
1		Hardware, OpenMDT Plus	14	\$ 3,450		\$ 48,300	\$ -
		Hardware, OpenMDT Plus Integration - Assumes existing Getac ZX70 to be used in installation	5	\$ 2,109		\$ 10,545	\$ -
3		Installation, OpenMDT Plus	19	\$ 680		\$ 12,920	\$ -
4		Vehicle and System Licenses, CAD/AVL Base System	19	\$ 580		\$ 11,020	\$ -
5	c	<u>Vehicle Network Gateway</u>					
6		Hardware, Vehicle Network Gateway	19	\$ 1,860		\$ 35,340	\$ -
7		Installation, Vehicle Network Gateway	19	\$ 360		\$ 6,840	\$ -
8	c	<u>AVAS</u>					
9		Hardware, Automated Voice Annunciator System	1	\$ 1,915		\$ 1,915	\$ -
10		Installation, AVAS	1	\$ 585		\$ 585	\$ -
11		Vehicle and System Licenses, Web Based AVA Controller	1	\$ 515		\$ 515	\$ -
12	c	<u>Interior LED Sign</u>					
13		Hardware, Interior LED Sign	1	\$ 1,380		\$ 1,380	\$ -
14		Installation, Interior LED Sign	1	\$ 405		\$ 405	\$ -
15	c	<u>APC</u>					
16		Hardware, Automated Passenger Counter (IRIS), 1 Door Bus	1	\$ 1,980		\$ 1,980	\$ -
17		Installation, APC - 1 Door Bus	1	\$ 440		\$ 440	\$ -
18		Hardware, Automated Passenger Counter (IRIS), 2 Door Bus	0	\$ 4,158		\$ -	\$ -
19		Installation, APC - 2 Door Bus	0	\$ 610		\$ -	\$ -
20		Vehicle and System Licenses, APC	1	\$ 315		\$ 315	\$ -

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21	c	Infotainment					
22		Hardware, Infotainment	1	\$ 3,550	\$ 3,550	\$ -	
23		Installation, Infotainment	1	\$ 545	\$ 545	\$ -	
24		Vehicle and System Licenses, Infotainment	1	\$ 485	\$ 485	\$ -	
25	c	Headsign Integration					
26		Hardware, Headsign Integration	0	\$ 595	\$ -	\$ -	
27		Installation, Headsign Integration	0	\$ 195	\$ -	\$ -	
28	b, c	LCD Sign Integration					
29		Hardware, Media Player	4	\$ 940	\$ 3,760	\$ -	
30		Vehicle and System Licenses, LCD Sign	4	\$ 695	\$ 2,780	\$ -	
31		Project Management					
32	a	Project Management - Travel, Training, Engineering, Documentation and Software Configuration	1	\$ 16,700	\$ 16,700	\$ -	

33	c	Extended Hardware Warranty					
34		Annual Warranty Fee, MDT	0	\$ 285			
35		Annual Warranty Fee, Vehicle Network Gateway	0	\$ 110			
36		Annual Warranty Fee, APC	0	\$ 260			
37		Annual Warranty Fee, AVAS	0	\$ 210			
38		Annual Warranty Fee, Infotainment	0	\$ 285			
39	d	Annual Service Fees					
		Annual Service Fee, Cloud-hosted CAD/AVL/RTP1 --Unlimited 24x7 support -- Hands on dedicated account management -- Fully hosted and redundant systems -- Unlimited training	22	\$ 665	\$ -	\$ 14,630	
40		Annual Service Fee, Automatic Passenger Counter	4	\$ 132	\$ -	\$ 528	
41		Annual Service Fee, Automated Voice Annunciator	4	\$ 135	\$ -	\$ 540	
42		Annual Service Fee, Infotainment	4	\$ 275	\$ -	\$ 1,100	
43		Annual Service Fee, Digital Vehicle Inspection	22	\$ 225	\$ -	\$ 4,950	
44		Annual Service Fee, Cellular Data	0	\$ 660	\$ -	\$ -	
45		Annual Service Fees, LCD Sign	4	\$ 595	\$ -	\$ 2,380	
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Total Capital Costs \$ 160,320
 Total Annual Cost Year 1 \$ 24,128
 Total Annual Cost Year 2 \$ 24,128

Notes:

- a Project Management fees will be assessed upon confirmed scope of any exercised options
 - b Assumes client self-installs media players in the course of installation of screens. Installation costs available upon
 - c Optional System - To be exercised at client discretion
 - d Annual Service Fees to be increased as quantity of installed systems are increased, as detailed in deployment acceptance documentation
- MDT System includes a 2 year standard warranty, upon installation acceptance. All other systems include a 1 year standard warranty, upon installation acceptance. Extended warranties can be purchased, up to 5 years of total warranty, for each system provided. Extended warranty fees are on a per bus, per year basis

**EXHIBIT "B"
COMPENSATION**

Total compensation due Contractor shall not exceed:

- Capital costs: One Hundred Sixty Thousand Three Hundred Twenty dollars (\$160,320)

- Annual Fees Year 1: Twenty-Four Thousand One Hundred Twenty-Eight dollars (\$24,128)

- Annual Fees Year 2: Twenty-Four Thousand One Hundred Twenty-Eight dollars (\$24,128)

unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

Milestone #	1	2	3	4	5	6	7	Total
Description	Contract Execution	Annual Fees Year 1	Hardware Delivery	Notice of completion	Notice of completion LCDs	Annual Fees Year 1	Annual Fees Year 1	Base System + Year 1
Deliverables	Contract Signature	Fees of 3 initial buses	Delivery of HW for 19 buses + 4 LCD integration	Installation on all 19 buses	4 LCD Sign Integration	Fees of 19 buses	Fees of 4 LCDs integration	
Estimated Date	8/2/2023	8/2/2023	9/15/2023	9/30/2023	12/15/2023	9/30/2023	12/30/2023	
Milestone Value (with 0% Tax, NV)	\$ 32,064	\$ 4,296	\$ 80,160	\$ 40,080	\$ 8,016	\$ 17,452	\$ 2,380	\$ 184,448

Milestone #	Year 2	Year 2	Year 2	Contract Total
Description	Annual Fees Year 2	Annual Fees Year 2	Annual Fees Year 2	Estimated Contract Value
Deliverables	Fees of 3 buses	Fees of 19 buses	Fees of 4 LCDs integration	
Estimated Date	8/2/2024	9/30/2024	12/30/2024	
Milestone Value (with 0% Tax, NV)	\$ 4,296	\$ 17,452	\$ 2,380	\$ 208,576

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.

 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.

 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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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 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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- 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 3.1%. A separate goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor may not hold retainage from its subcontractors.
- e. The Contractor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of District.

5. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.

7. No Obligation By The Federal Government

- a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Notification to FTA; Flow Down Requirement – If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification

requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

10. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

11. Distracted Driving, Including Text Messaging While Driving – The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) *Safety*. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

12. Cargo Preference - Use of United States-Flag Vessels – The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime

Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

13. Buy America - The Vendor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

- 14. Recovered Materials - The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

15. Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
16. Prohibition on certain telecommunications and video surveillance services or equipment.
- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

17. 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.

18. 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.

19. 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.

20. 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.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



MEMORANDUM

Date: July 27, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of a Third Addendum to the State Route 28 Corridor Operations and Maintenance Interlocal Agreement

Action Requested:

It is requested the Board authorize the District Manager to approve a third addendum (Attachment B) to the State Route 28 (SR 28) Corridor Operations and Maintenance Interlocal Agreement, subject to minor modifications approved by the District Manager and General Counsel.

Fiscal Analysis:

All expenditures associated with the current fiscal year are in the approved FY24 budget. Current expenditures associated with the operations are funded through the Parking System. Parking revenues are held in separate checking and savings accounts for annual and long-term operating and maintenance expenses associated with the parking and trail and are managed with recommendations from the SR 28 Corridor Management Team (CMT) and through future Board approval. The CMT submits annual estimated expenses to TTD prior to TTD’s annual budget development and approval.

Work Program Impact:

All work associated with this effort is captured under respective elements of the approved FY24 Work Program, with corresponding allotted staff time.

Background:

To address the congestion issues created by the high demand for recreation along the SR 28 corridor, TTD and 12 other partner agencies developed the 2013 SR 28 Corridor Management Plan (CMP) and, as recommended in the CMP, entered into the SR 28 Corridor Operations and Maintenance Interlocal Agreement August 1, 2015 (Attachment A). The agreement was written to allow flexibility to amend the agreement from time to time to address new responsibilities when new facilities are developed, additional operating or maintenance is needed, or to clarify the agreement amongst the partnering agencies. The Board previously approved Addendum 1 on December 11, 2020, clarifying TTD’s responsibilities in operating the Parking Management System and Addendum 2 on October 6, 2021, clarifying the Nevada Department of State Parks (NDSP) invoicing issue.

The CMT partnering agencies each have responsibilities within the SR 28 Corridor that are

interdependent of each other to most effectively and efficiently manage this high use recreation corridor. The CMT works together to address emerging challenges, implement adaptive solutions, review revenues, and evaluate funding priorities guided by the agreement.

The first segment of the Tahoe East Shore Trail and the associated North Trailhead parking lots opened on June 28, 2019, with the paid parking pilot commencing on July 20, 2020 for the 90 parking spaces.

Discussion:

This third addendum has been prepared to clarify TTD's authority to collect the 'other revenue' as provided in Addendum 1. The clarification is to include the collection of lost revenue due to special events approved by Washoe County and/or NDSP requiring the closure of the Tahoe East Shore Trail and/or the parking lots. The clarification also includes the parking pay by text and electronic revenues. The CMT, which includes NDSP and Washoe County representatives, is in consensus that TTD should recover lost revenue during event closures with the recovered funds going back into the Parking Management Program. Events authorized by NDSP and Washoe County are being held 7:00 a.m. to 11:00 a.m. and limited to shoulder seasons. Event organizers are responsible for posting notifications regarding the trail closure one week prior to their event.

The CMT has recommended Board approval of this third addendum.

Staff recommends approval.

Additional Information:

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

Attachments:

- A. SR 28 Corridor Operations and Maintenance Interlocal Agreement
- B. Addendum Three to SR 28 Corridor Operations and Maintenance Interlocal Agreement

SR 28 Corridor
Operations and Maintenance
Interlocal Agreement

Tahoe Transportation District
and
Nevada Department of Transportation
and
Nevada Division of State Parks
and
Nevada Division of State Lands
and
Nevada Department of Public Safety-Highway Patrol
and
Washoe County Community Services Department
and
Incline Village General Improvement District
and
Carson City Parks & Recreation Department
and
Douglas County Parks & Recreation Department
and
Tahoe Regional Planning Agency

This Interlocal Agreement (this “Agreement”) is dated and effective August 1, 2015, by and between the Tahoe Transportation District (“TTD”); the Nevada Department of Transportation (“NDOT”); the Nevada Division of State Parks (“NDSP”); the Nevada Division of State Lands (“NDSL”); the Nevada Department of Public Safety-Highway Patrol (“NHP”); Washoe County and its Community Services Department (“Washoe County”); the Incline Village General Improvement District (“IVGID”); Carson City and its Parks & Recreation Department (“Carson City”); the Douglas County and its Parks & Recreation Department (“Douglas County”); and the Tahoe Regional Planning Agency (“TRPA”). Collectively, these agencies and organizations will hereinafter be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties are public agencies under Nevada Revised Statutes (“NRS”) 277.100 and authorized to enter into cooperative agreement in accordance with NRS 277.080 to 277.110;

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform;

WHEREAS, the Parties recognize the need to combine the operations and maintenance approach for projects in the SR 28 corridor: the SR 28 Corridor Project, the NV Stateline to

Stateline Bikeway Project, and other individual projects (as combined, the “Corridor Project”), in the area shown in Exhibit A;

WHEREAS, combining the operations and maintenance approach for these projects will allow the Parties to engage in more effective and efficient efforts across jurisdictional boundaries and achieve the safety, environmental and transportation goals of the projects;

WHEREAS, some of the Parties entered into a Interlocal Agreement on May 11, 2007, to create a working group to develop agreements regarding planning, design and construction and management, operation and maintenance responsibilities for the bikeway;

WHEREAS, some of the Parties entered into the Nevada State Route 28 Corridor Management Plan Project Charter in June 2012, in which they agreed to develop the SR 28 Corridor Management Plan;

WHEREAS, the Corridor Management Plan was developed to define the vision, goals and objectives for the corridor and to provide a coordinated management strategy to guide the Parties, and was approved by the TTD Board of Directors on October 11, 2013;

WHEREAS, some of the Parties entered into a Federal Lands Access Program (“FLAP”) Project Memorandum of Agreement in December 2014 to set forth responsibilities regarding development and construction of Phase 1 of the Corridor Project in order to obligate FLAP funding;

WHEREAS, TTD has been successful in securing approximately \$23.9 million federal, state and local funding for the Corridor Project;

WHEREAS, The Parties each have unique roles, jurisdictions, missions, and goals, but there needs to be a coordinated approach to the operations and maintenance of existing and future facilities within the SR 28 corridor;

WHEREAS, an operations and maintenance agreement is required in order to receive FLAP and other funding for construction;

WHEREAS, this Agreement describes the operations and maintenance responsibilities for the projects identified in Exhibit B, and will be amended in the future to set forth operations and maintenance responsibilities for future projects; and

WHEREAS, the Parties now desire to create a Corridor Management Team (the “CMT”) comprised of representatives from each of the Parties to develop specific operating procedures and maintenance plans related to the implementation of the Corridor Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I – DUTIES AND RESPONSIBILITIES

1. The Parties will perform the operations and maintenance responsibilities described in Exhibit B for the projects described therein. Exhibit B shall be amended in the future to include operations and maintenance responsibilities for future projects.
2. The Parties will continue to provide planning information, meeting space and other support as needed (and within their respective budgets) for the Parties to attain their goal of a collaborative approach to planning, constructing, operating and maintaining facilities and services within the SR 28 corridor.
3. The CMT is hereby established to assist in implementing the Corridor Project. The Parties agree to provide one staff member to serve as a CMT representative, to attend bi-annual meetings, and to make recommendations to upper level staff and their governing boards regarding CMT activities.
4. At its first meeting, the CMT shall determine processes for reaching consensus and effective and efficient decision-making.
5. The CMT will work to:
 - a. Fulfill the operations and maintenance responsibilities set forth in this Agreement;
 - b. Amend this Agreement as necessary with regards to operations and maintenance responsibilities for future projects;
 - c. Assist in prioritizing the development and construction of projects;
 - d. Form partnerships to complete development and construction of projects,
 - e. Assist in submitting federal, state and local grant applications to fund projects ;
 - f. Assess continued challenges within the SR 28 corridor and look for opportunities to address those challenges; and
 - g. Provide recommendations to their governing bodies on how best to address those challenges;
 - h. Prioritize the need for capital infrastructure maintenance funding for projects;
 - i. Prepare a cumulative budget for capital maintenance funding in the SR 28 corridor and determine the appropriate Parties to submit grants and funding requests, including any requests to the Tahoe Fund; and
 - j. Identify and prioritize the need for grants and funding requests for future projects.
6. The CMT will provide recommendations to the TTD Board of Directors on any matter requiring action by the TTD Board of Directors in connection with the Corridor Management Plan.
7. TTD will continue to assist in developing and seeking funding sources for the implementation of the Corridor Project.
8. TRPA, in its role as the Tahoe Metropolitan Planning Organization, will continue to assist the Parties in providing long range multi-modal transportation planning information and survey and user monitoring information, including incorporating bikeway segments into monitoring protocol, as appropriate.
9. This approach does not preclude the Parties from individually performing their duties and responsibilities in the SR 28 corridor.

ARTICLE II - GENERAL PROVISIONS

1. This Agreement may only be terminated upon mutual written agreement of all of the Parties.
2. The Parties with operations and maintenance responsibilities described in Exhibit B may assign, transfer or delegate those responsibilities to other Parties upon written agreement of the Parties that will assume those responsibilities and written notice to all of the other Parties. Otherwise, none of the Parties shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of all of the other Parties.
3. The Parties may agree to assume operations and maintenance responsibilities in addition to those described in Exhibit B upon written notice to all of the other Parties. Otherwise, this Agreement shall not be modified, extended or amended without the prior written consent of all of the Parties.
4. The Parties agree to work cooperatively to avoid and resolve conflicts at the lowest level possible. The Parties share the following principles in the resolution of conflicts:
 - The efficient delivery of an effective, cost efficient quality project or program is the primary goal of all partnering agencies.
 - The Parties will focus on their common goals rather than differences.
 - Win/Win solutions to conflicts will be sought.
 - Differences of opinion are acceptable but are sought to be limited.
 - Timely, open and honest communication is the key to avoiding and resolving conflicts.
5. Decisions are to be made and conflicts are to be resolved at the lowest possible level. If disagreements arise and cannot be resolved at the staff level, the Parties will follow the following process:
 - **TTD:** TTD staff elevates unresolved conflicts to the TTD District Manager.
 - **NDOT:** NDOT staff elevates unresolved conflicts to the NDOT District II District Engineer and then to the Director.
 - **NDSP:** NDSP Park Supervisor elevates unresolved conflicts to the NDSP Administrator.
 - **NDSL:** NDSL staff elevates unresolved conflicts to the NDSL Administrator.
 - **NHP:** NHP staff elevates unresolved conflicts to the NHP Chief.
 - **Washoe County:** Washoe County Community Services Department staff elevates unresolved conflicts to the Washoe Community Services Department Director and then to County Manager.
 - **IVGID:** IVGID Public Works staff elevates unresolved conflicts to the Public Works Department Director and then to IVGID General Manager.
 - **Carson City:** Carson City staff elevates unresolved conflicts to the Carson City Parks & Recreation Director and then to City Manager.
 - **Douglas County:** Douglas County staff elevates unresolved conflicts to the Douglas County Community Services Department Director and then to County Manager.
 - **TRPA:** TRPA staff elevates unresolved conflicts with recommendations to the Executive Director.

If a solution is reached, the Parties will work to implement the solution. If a solution is not reached, it may cause delay in implementing solution(s), vendor contract(s),

program(s), construction contract(s) schedule(s) and/or jeopardize the timely use of available funding. All decisions and agreements regarding conflict resolution shall be documented fully and copies must be kept in the project files for all Parties.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile or email with simultaneous regular mailing by certified mail with return receipt requested and postage prepaid on the date posted, and addressed to the other party at the addresses set forth below:

TTD: Carl Hasty, District Manager
Tahoe Transportation District
cc: George Fink, Transit System Program Manager
P.O. Box 499
Zephyr Cove, NV 89448
128 Market Street, Suite 3-F
Stateline, NV 89449
Phone Number: (775) 589-5500
Fax: (775) 589-5283
E-mail: chasty@tahoetransportation.org;
gfink@tahoetransportation.org

NDOT: Rudy Malfabon, Director
Nevada Department of Transportation District 2
cc: Thor Dyson, District Engineer
310 Galletti Way
Sparks, NV 89431
Phone Number: (775) 834-8300
Fax:(775) 834-8390
E-mail: rmalfabon@dot.state.nv.us
tdyson@dot.state.nv.us

NDSP: Eric Johnson, Administrator
Nevada Division of State Parks
cc: Bob Mergell, Deputy Administrator
Jay Howard, Park Supervisor
901 S. Stewart Street Suite 5005
Carson City, NV 89701-5248
Phone Number: (775)684-2770
Fax: (775) 684-2777
E-mail: emjohnson@parks.nv.gov
rmergell@parks.nv.gov
jayattahoe@gmail.com

NDSL: Charles Donohue, Administrator
Nevada Division of State Lands
cc: Elizabeth Harrison, Management Analyst
901 S. Stewart Street Suite 5003
Carson City, NV 89701-5246
Phone Number: (775)684-2720
Fax: (775)684-2721
E-mail: cdonohue@lands.nv.gov
eharrison@lands.nv.gov

NHP: Colonel Dennis S. Osborn, Chief
Nevada Highway Patrol
cc: Chris Greb, Sargent (Tahoe)
Rob Stepien, Deputy Commander Personnel
625 Mt. Rose Hwy
Incline Village, NV 89451-9111
Phone Number: (775) 831-2404
Fax: (775) 831-1709
E-mail: dosborn@dps.state.nv.us
cgreb@dps.state.nv.us
rstepien@dps.state.nv.us

Washoe County: John Slaughter, County Manager
Washoe County Community Services Department
cc: Dave Solaro, Director
Cheryl Surface, Parks Planner/Tahoe Team Coordinator
Adam Searcy, Roads Division Manager
PO Box 113000
Reno, NV 89520
Phone Number (775) 328-2019
E-mail: jslaughter@washoecounty.us
dsolaro@washoecounty.us
csurface@washoecounty.us
asearcy@washoecounty.us

IVGID: Steven Pinkerton, General Manger
IVGID - Public Works Department
cc: Joe Pomroy, Public Works Director
Brad Johnson, Engineer
1220 Sweetwater Road
Incline Village, NV 89451
Phone Number (775) 832-1269
Fax: (775) 832-1260
E-mail: steven_pinkerton@ivgid.org
joe_pomroy@ivgid.org
brad_johnson@ivgid.org

- Carson City: Nick Marano, City Manager
 Carson City Parks & Recreation Department
 cc: Roger Moellendorf, Director
 Ann Bollinger, Open Space Administrator
 3303 Butti Way Building #9
 Carson City, NV 89701
 Phone Number (775) 887-2262
 Fax: (775) 887-2145
 E-mail: nmarano@carson.org
rmoellendorf@carson.org
abollinger@carson.org
- Douglas County: Jim Nichols, County Manager
 Douglas County Community Services Department
 cc: Scott Morgan, Director
 1325 Waterloo Lane
 Gardnerville, NV 89410
 Phone Number: (775)782-9828
 Fax: (775)782-5799
 E-mail: lwerner@co.douglas.nv.us; smorgan@co.douglas.nv.us
- TRPA: Joanne S. Marchetta, Executive Director
 Tahoe Regional Planning Agency
 cc: Nick Haven, Transportation Planning Manager
 Brian Judge, Principal Environmental Specialist
 P.O. Box 5310
 Stateline, NV 89449
 128 Market Street
 Stateline, NV 89449
 Phone Number: (775)588-4547
 Fax: (775)588-4527
 E-mail: jmarchetta@trpa.org
nhaven@trpa.org; bjudge@trpa.org

7. This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
8. The Parties their respective agencies, organizations and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives unless otherwise agreed. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
9. This Agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, the Parties, their agencies, officers, or any other persons.
10. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or

- otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained.
11. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
 12. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
 13. This Agreement and the rights and obligations of the Parties shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada, for the enforcement of this agreement.
 14. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
 15. The Parties do not intend by any of the provisions of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
 16. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts on the dates written below.

Tahoe Transportation District

DocuSigned by:
Carl Hastly

12F88DA38181480
Carl Hastly, District Manager

Nevada Department of Transportation

DocuSigned by:
Rudy Malafon

12F88DA38181480
Rudy Malafon, Director

Nevada Division of State Parks

DocuSigned by:
Eric Johnson

12F88DA38181480
Eric M. Johnson, Administrator

Nevada Division of State Lands

DocuSigned by:
Charles Donohue

12F88DA38181480
Charles Donohue, Administrator

Nevada Department of Public Safety-Highway Patrol

DocuSigned by:
Dennis Osborn

12F88DA38181480
Dennis Osborn, Chief

Washoe County

ATTEST: _____
County Clerk

DocuSigned by:
Marsha Birkbigler

01011212F79B7408
Marsha Birkbigler, Chair
Board of County Commissioners

IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts on the dates written below.

Tahoe Transportation District

Carl Hasty, District Manager

Nevada Department of Transportation

Rudy Malfabon, Director

Nevada Division of State Parks

Eric M. Johnson, Administrator

Nevada Division of State Lands

Charles Donohue, Administrator

Nevada Department of Public Safety-Highway Patrol

Dennis Osborn, Chief

Washoe County

Marsha Berkgigler

Marsha Berkgigler, Chair
Board of County Commissioners

ATTEST:

Nancy L. Parent

County Clerk



Incline Village General Improvement District

Reviewed as to Form:

DocuSigned by:
By Steven Pinkerton
Steven J. Pinkerton, General Manager

DocuSigned by:
By Devon T. Reese
Devon T. Reese, General Counsel

Agreed to:

By Not required for
Jim Smith, Chairman
Board of Trustees

By Not required for
Secretary

Carson City

ATTEST: _____
Clerk-recorder

Robert L. Crowell, Mayor
Of Carson City

Douglas County

ATTEST: _____
County Clerk

DocuSigned by:
Doug Johnson
Doug N. Johnson, Chairman
Board of County Commissioners

Tahoe Regional Planning Agency

Joanne S. Marchetta, Executive Director

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Incline Village General Improvement District
Reviewed as to Form:

By _____
Steven J. Pinkerton, General Manager

By _____
Devon T. Reese, General Counsel

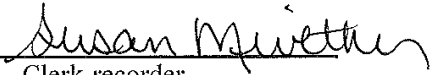
Agreed to:

By _____
Jim Smith, Chairman
Board of Trustees

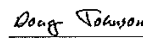
By _____
Secretary

Carson City


Robert L. Crowell, Mayor
Of Carson City

ATTEST: 
Clerk-recorder

Douglas County

DocuSigned by:

Doug N. Johnson, Chairman
Board of County Commissioners

ATTEST: _____
County Clerk

Tahoe Regional Planning Agency

Joanne S. Marchetta, Executive Director

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Incline Village General Improvement District

Reviewed as to Form:

By _____
Steven J. Pinkerton, General Manager

By _____
Devon T. Reese, General Counsel

Agreed to:

By _____
Jim Smith, Chairman
Board of Trustees

By _____
Secretary

Carson City

ATTEST: _____
Clerk-recorder

Robert L. Crowell, Mayor
Of Carson City

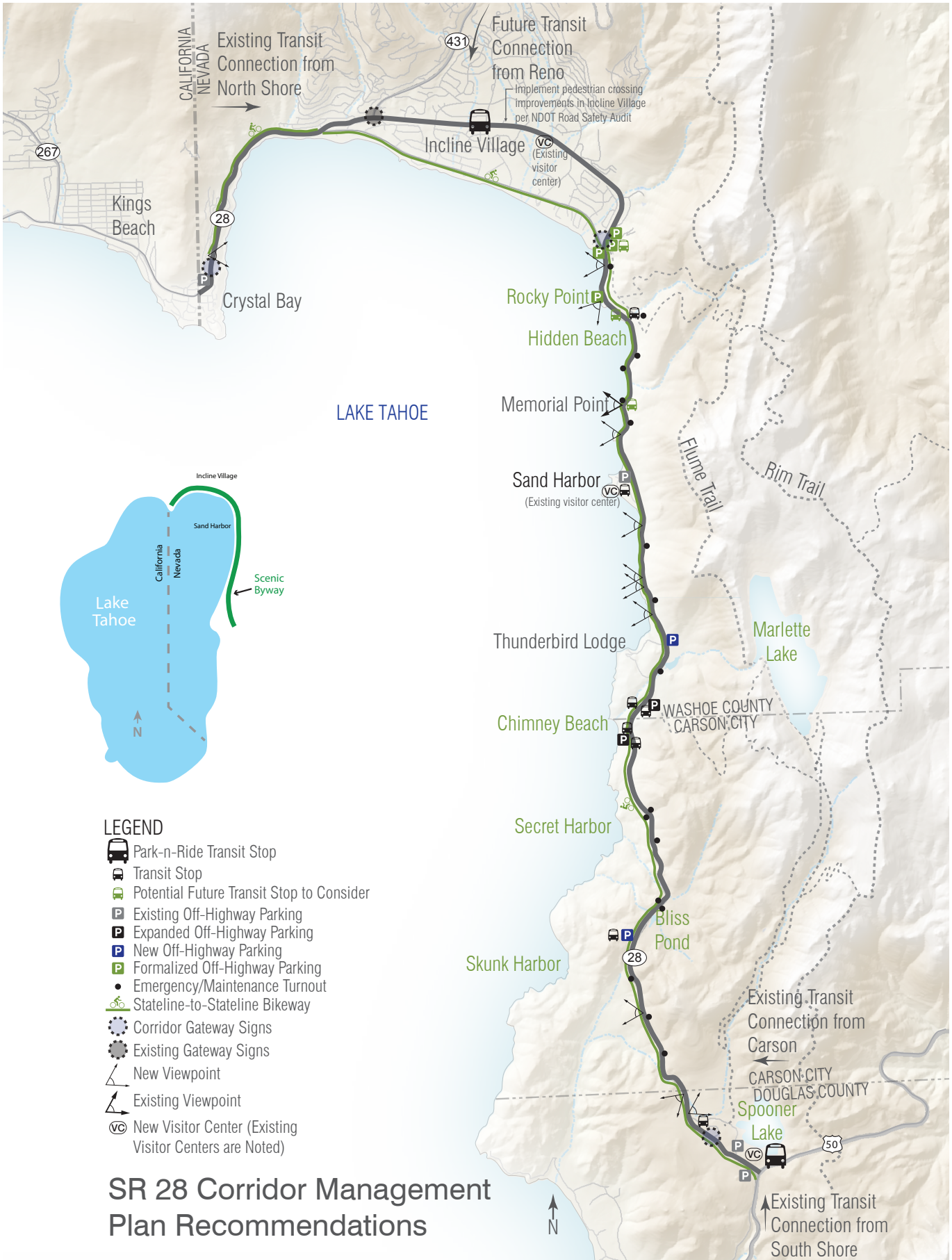
Douglas County

ATTEST: Kathryn Lewis
County Clerk

Doug N. Johnson
Doug N. Johnson, Chairman
Board of County Commissioners

Tahoe Regional Planning Agency

Joanne S. Marchetta
Joanne S. Marchetta, Executive Director



LEGEND

- Park-n-Ride Transit Stop
- Transit Stop
- Potential Future Transit Stop to Consider
- Existing Off-Highway Parking
- Expanded Off-Highway Parking
- New Off-Highway Parking
- Formalized Off-Highway Parking
- Emergency/Maintenance Turnout
- Stateline-to-Stateline Bikeway
- Corridor Gateway Signs
- Existing Gateway Signs
- New Viewpoint
- Existing Viewpoint
- New Visitor Center (Existing Visitor Centers are Noted)

SR 28 Corridor Management Plan Recommendations

Exhibit B**Operations and Maintenance Responsibilities****I. Incline Village to Sand Harbor****A. Tahoe Transportation District**

1. TTD will continue applying for federal, state and local funding for transit services within the SR 28 corridor. Currently, 60% of the total cost of the service comes from federal funding with a required match of 40% of the total cost of the service coming from state or local sources. Transit service is critical to meet the peak-season ridership demand in the SR 28 corridor from approximately June 15 until Labor Day.
2. TTD will operate and maintain the busses, bus shelters or benches and bus information signs for the transit service as long as federal, state and local funding is available.
3. TTD will continue seeking annual agreement with Washoe County School District for intercept lots in Incline Village and will assist in the planning efforts to provide permanent intercept lots in Incline Village and near the intersection of SR 28 and US Highway 50.
4. TTD will be responsible for the management of the grants, fee collection and fiscal compliance for the transit service.
5. TTD will provide any routine survey information on transit services or visitor experience to the Parties.

B. Nevada Department of Transportation

1. NDOT will operate and maintain all improvements within the SR 28 right-of-way and other property owned by NDOT, with the exception of the expanded parking near Ponderosa Ranch Road and the bikeway.

C. Washoe County

1. Washoe County will sweep the expanded parking near Ponderosa Ranch Road once at the beginning of each summer season.
2. Washoe County will sweep the bikeway twice each summer season (once at the beginning of the season and again during peak summer season) from Sweetwater Drive to Sand Harbor.
3. Washoe County will pump the water quality vaults located at the expanded parking near Ponderosa Ranch Road.
4. Washoe County will maintain the parking lot signs at the expanded parking near Ponderosa Ranch Road.

5. Washoe County will provide dog waste bags for NDSP to stock at the expanded parking near Ponderosa Ranch Road.
6. Washoe County will operate and maintain 1-2 dumpsters at the expanded parking near Ponderosa Ranch Road from May 1st to Oct 15th of each year. The 2nd dumpster may only be needed during peak season July 1st - Labor Day. The dumpster(s) will be bear proof.
7. Washoe County will operate and maintain 1-2 ADA portable toilets at the expanded parking near Ponderosa Ranch Road from May 1st to Oct. 15th of each year. The 2nd portable toilet may only be necessary during peak season July 1st - Labor Day.
8. With the exception of the duties expressly assumed by NDSP, Washoe County will manage all routine maintenance of the expanded parking near Ponderosa Ranch Road and the bikeway from Sweetwater Drive to the southern boundary of Rocky Point Subdivision, i.e. the last subdivision in Incline Village prior to entering Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenues.
9. Washoe County will manage capital infrastructure maintenance for the expanded parking near Ponderosa Ranch Road and the bikeway from Sweetwater Drive to the southern boundary of Rocky Point Subdivision, i.e. the last subdivision in Incline Village prior to entering Lake Tahoe Nevada State Park. Funding for capital infrastructure maintenance will be provided through programs such as the Tahoe Fund endowment and parking meter revenues.

D. Nevada Division of State Parks

1. NDSP will allow transit access to Sand Harbor. Transit access is currently allowed through the south entrance gate. NDSP is responsible for operation and maintenance of the entrance gate.
2. NDSP will operate and maintain the parking area near Rocky Point and Hidden Beach.
3. NDSP will provide litter patrol at the expanded parking near Ponderosa Ranch Road and along the bikeway from Sweetwater Drive to Sand Harbor.
4. NDSP will stock dog waste bags provided by Washoe County at the expanded parking near Ponderosa Ranch Road.
5. If NDSP requests that a sign be installed on the bikeway at the expanded parking near Ponderosa Ranch Road to indicate whether or not Sand Harbor beaches are full, then NDSP will operate the sign in the same way that it currently operates its sign on the highway for motorist parking.
6. With the exception of the duties expressly assumed by Washoe County, NDSP will manage all routine maintenance of the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenues.

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7. NDSP will manage capital infrastructure maintenance for the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for capital infrastructure maintenance will be provided through programs such as the Tahoe Fund endowment and parking meter revenues.

E. Nevada Highway Patrol

1. NHP will continue to assist in enforcement of the “No Parking Zones” and illegal shoulder parking along SR 28, within its Lake Tahoe operating procedures, and provide feedback to the CMT on the effectiveness of implemented Corridor Project solutions such as expanded “No Parking Zones.”

II. Sand Harbor to Secret Harbor

[To be determined]

III. Secret Harbor to US 50 Spooner Lake

[To be determined]

IV. Crystal Bay to Incline Village

[To be determined]

**First Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement**

Tahoe Transportation District
And
Nevada Department of Transportation
And
Nevada Division of State Parks
And
Nevada Division of State Lands
And
Nevada Department of Public Safety-Highway Patrol
And
Washoe County Community Services Department
And
Incline Village General Improvement District
And
Carson City Parks and Recreation Department
And
Douglas County Parks and Recreation Department
And
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties entered into an Interlocal Agreement dated August 1, 2015 for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail and other individual projects (hereinafter the “Agreement”);

WHEREAS, the Agreement authorizes each party to assign, transfer or delegate its responsibilities set forth in the Agreement to other parties upon written agreement of the parties assuming said responsibilities and written notice to all other parties to the agreement (see Agreement, Art. II, par. 2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and maintenance responsibilities in addition to those described in the Agreement upon written notice to all Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District (“TTD”) wishes to assume additional operations and maintenance responsibilities in addition to those described in the Agreement;

WHEREAS, this first Addendum to the Agreement sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, operating and maintaining a parking management program and maintaining parking kiosks/meters in and around the “expanded parking near Ponderosa Ranch Road and SR 28” (as that term is more

SR #4834-8455-4433 v1

specifically described in the Agreement) for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance; and

WHEREAS, Washoe County (County) is willing to assume additional operations and maintenance responsibilities in addition to those described in the Agreement. The County may extend its operation and maintenance of bear-proof trash receptacles and ADA compliant portable restrooms at the parking area near Ponderosa Ranch Road and SR 28 so as to serve patrons of said parking area. Services can be extended beyond the May 1 to October 15 timeframe set forth in the Agreement;

WHEREAS, pursuant to that Interlocal Agreement NM790-19-015 entered into by TTD and the Nevada Department of Transportation (“NDOT”) on May 14, 2020, NDOT has agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program, which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road.

NOW THEREFORE, the County and TTD hereby agree to modify the Agreement by this First Addendum to the Agreement as follows:

Section 1. The Agreement is hereby modified by adding a subsection 6 to subsection A (Tahoe Transportation District) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) as follows:

6. TTD will be responsible for the installation, administration, operation, maintenance, and collection of revenue from a parking management program which includes the collection of parking fees from users of the “expanded parking near Ponderosa Ranch Road and SR 28.” Said collection of parking fees may be accomplished through installation of parking kiosks/meters and other means to accommodate paid parking and the parking management program.

Section 2. The Agreement is hereby modified by repealing and replacing subsections 6 and 7 of subsection C (Washoe County) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) to read in their entirety as follows:

6. Washoe County will operate and maintain one to two (1-2) bear-proof dumpsters at the expanded parking near Ponderosa Ranch Road and SR 28 from May 1 to October 15 of each year, and such operation and maintenance may be extended beyond that timeframe should the budget and local weather allow.

7. Washoe County will operate and maintain one to two (1-2) ADA compliant portable toilets at the expanded parking near Ponderosa Ranch Road and SR 28 from May 1 to October 15 of each year, and such operation and maintenance may be extended beyond that timeframe should the budget and local weather allow.

Section 3. Pursuant to paragraph 2 of Article II of the Agreement, TTD shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

SR #4834-8455-4433 v1


WASHOE COUNTY:



Chair
Board of County Commissioners

Date: 1-26-21

TAHOE TRANSPORTATION DISTRICT:



Carl Hasty
District Manager

Date: December 28, 2020

SR #4834-8455-4433 v1

**Second Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement**

Tahoe Transportation District
And
Nevada Department of Transportation
And
Nevada Division of State Parks
And
Nevada Division of State Lands
And Nevada Department of Public Safety-Highway Patrol
And
Washoe County Community Services Department
And
Incline Village General Improvement District
And
Carson City Parks and Recreation Department
And
Douglas County Parks and Recreation Department
And
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties entered into an Interlocal Agreement dated August 1, 2015 for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail and other individual projects (hereinafter the “Agreement”);

WHEREAS, the Agreement authorizes each party to assign, transfer or delegate its responsibilities set forth in the Agreement to other parties upon written agreement of the parties assuming said responsibilities and written notice to all other parties to the agreement (see Agreement, Art. II, par. 2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and maintenance responsibilities in addition to those described in the Agreement upon written notice to all Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District (“TTD”) and the Nevada Division of State Parks (NDSP) wish to clarify the authority of TTD to pay NDSP for their operations and maintenance responsibilities described in the agreement or additional annual tasks as agreed to in writing by TTD and NDSP:

WHEREAS, this first Addendum to the Agreement sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, collecting revenue, operating and maintaining a parking management program and maintain parking kiosks/meters

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in and around the “expanded parking near Ponderosa Ranch Road and SR 28” (as that term is more specifically described in the Agreement) for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance; and

WHEREAS, pursuant to that Interlocal Agreement entered into by TTD and the Nevada Department of Transportation (“NDOT”) on May 14, 2020, NDOT has agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road.

NOW THEREFORE, the Parties hereby agree to modify the Agreement by this Second Addendum to the Agreement as follows:

Section 1. The Agreement is hereby modified by adding a subsection 7 to subsection A (Tahoe Transportation District) of section I (Incline Village to San Harbor) of Exhibit B (Operations and Maintenance Responsibilities) as follows:

7. TTD in its administration of the parking management program will call for and accept on an annual basis, generally November of each year, from NDSP for their annual projected operations and maintenance budget as outlined in Exhibit B Operations and Maintenance Responsibilities of this agreement. The CMT will review and make a recommendation based on projected annual revenues and expenditures to the TTD Board of Directors to approve as part of their annual budget process. TTD will accept and pay invoices from the operating partners twice per year, covering expenses from the periods of July 1-December 31 and January 1- June 30 of each year. The final annual invoice from operating partners must be received by TTD no later than July 15 of each year. Invoicing after this date will not be paid. At no time is TTD responsible for expenditures by the NDSP that exceed the revenue collected by the parking meters, and TTD shall be entitled to use such revenue first for its actual costs for administering the parking management program. NDSP recognizes that this paragraph is intended to provide a reimbursement mechanism to offset costs of annual operations and maintenance costs related to work performed by NDSP only in the event that sufficient parking revenues are available and is not a guarantee of payment or promise by TTD to pay for such costs. This paragraph shall be deemed effective July 1, 2020. This paragraph shall not be interpreted as a limitation on the ability of TTD to provide additional reimbursement of operating expenses outside the annual budget process set forth herein, using any other means approved by TTD and the CMT.

Section 1. The Agreement is hereby modified by repealing and replacing subsections 6 of subsection D (Nevada Division of State Parks)) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) to read in its entirety as follows:

With the exception of the duties expressly assumed by other Parties, NDSP will manage all routine maintenance of the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenue. NDSP will be responsible for submitting annual budget requests and invoices as

described in the new subsection 7 to section A. (Tahoe Transportation District) of section I (Incline Village to Sand Harbor) of Exhibit B (Operation and Maintenance Responsibilities). NDSP will provide with their invoice(s) backup documentation to meet TTD's audit requirements for all material used for routine maintenance of the parking lots and bikeway.


Section 3. Pursuant to paragraph 2 of Article II of the Agreement, TTD and NDSP shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

NEVADA DIVISION OF STATE PARKS:

TAHOE TRANSPORTATION DISTRICT:



Robert Mergell, Administrator



Carl Hasty, District Manager

Date: 9-3-21

Date: 10/11/2021

**Third Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement**

Tahoe Transportation District
And
Nevada Department of Transportation
And
Nevada Division of State Parks
And
Nevada Division of State Lands
And
Nevada Department of Public Safety- State Police
And
Washoe County Community Services Department
And
Carson City Parks and Recreation Department
And
Douglas County Parks and Recreation Department
And
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties entered into an Interlocal Agreement dated August 1, 2015, for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail, and other individual projects (hereinafter the “Agreement”);

WHEREAS, the Agreement authorizes each party to assign, transfer or delegate its responsibilities set forth in the Agreement to other parties upon written agreement of the parties assuming said responsibilities and written notice to all other parties to the agreement (see Agreement, Art. II, par.2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and maintenance responsibilities in addition to those described in the Agreement upon written notice to all Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District (“TTD”) and the Nevada Division of State Parks (“NDSP”) and Washoe County Community Services Department (“WC”) wish to clarify the authority of TTD to collect other revenue as provide for in First Addendum Section 1., Subsection 6;

WHEREAS, the first Addendum to the Agreement sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, operating and maintaining a parking management program and maintaining parking kiosks/meters in and around the “expanded parking near Ponderosa Ranch Road and SR 28” for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance;

WHEREAS, pursuant to the Interlocal Agreement NM790-19-015 entered into by TTD and the Nevada Department of Transportation (“NDOT”) on May 14, 2020 NDOT agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program, which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road.

WHEREAS, the Second Addendum to the SR 28 Corridor Operations and Maintenance Interlocal Agreement executed October 11, 2021, clarified the authority of TTD to pay NDSP for their operations and maintenance responsibilities described in the agreement, including routine maintenance of parking lots and bikeways as specified ;

NOW THEREFORE, The Parties hereby agree to modify the Agreement by this Third Addendum to the Agreement as follows:

Section 1. Exhibit B (Operations and Maintenance Responsibilities) is amended to add to section I (Incline Village to Sand Harbor), subsection C (Washoe County) the following paragraph 10, to read in entirety as follows:

10. The parties recognize that Washoe County has authority to permit special events that may affect the operation of the expanded parking near Ponderosa Ranch Road, for special events which may close or limit public access to nearby trails, walkways, bikeways, or other nearby facilities or land owned or controlled by Washoe County. However, it is recognized that such special events are likely to have an impact on the parking revenues collected by TTD and the parking management program operated by TTD pursuant to the terms of this Agreement. As part of the permitting of such events, Washoe County agrees to consult with TTD regarding the amount of anticipated lost parking revenue that TTD may expect due to such special event. Washoe County shall consider the lost revenue information provided by TTD and shall use its best efforts to recover such costs from the organizers of such special events by any available legal means, including but not limited to imposing the payment of such costs as a condition of approval of a permit.

Section 2. Exhibit B (Operations and Maintenance Responsibilities) is amended to add to section I (Incline Village to Sand Harbor), subsection D (Nevada Division of State Parks) the following paragraph 8, to read in its entirety as follows:

8. The parties recognize that NDSP has authority to permit special events that may affect the operation of the expanded parking near Ponderosa Ranch Road, for special events which may close or limit public access to nearby trails, walkways, bikeways, or other nearby facilities or land owned or controlled by NDSP. However, it is recognized that such special events are likely to have an impact on the parking revenues collected by TTD and the parking management program operated by TTD pursuant to the terms of this Agreement. As part of the permitting of such events, NDSP agrees to consult with TTD regarding the amount of anticipated lost parking revenue that TTD may expect due to such special event. NDSP shall consider the lost revenue information provided by TTD and shall use its best efforts to recover such costs from the organizers of such special

events by any available legal means, including but not limited to imposing the payment of such costs as a condition of approval of a permit.

Section 3. Pursuant to Article II of the Agreement, TTD shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

Section 4. This Addendum may be executed by counterparts, and the parties hereto agree that this Addendum may be executed by electronic means, via electronic signature or digital signature.

WASHOE COUNTY:

NEVADA DIVISION OF STATE PARK

Alexis Hill, Chair
Board of County Commissioners

Robert Mergell, Administrator

Date: _____

Date: _____

TAHOE TRANSPORTATION DISTRICT

Carl Hasty, District Manager

Date: _____



MEMORANDUM

Date: July 27, 2023
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff – Joanie Schmitt, CFO
Subject: Approve Reimbursement of \$225,310 to Washoe County for Slurry Seal and Striping of the Tahoe East Shore Trail

Action Requested:

It is requested the Board approve the reimbursement of \$225,310 to Washoe County for slurry seal and striping of the Tahoe East Shore Trail.

Fiscal Analysis:

TTD staff budgeted \$200,000 in Parking Systems (PS) Fund FY24 budget to reimburse Washoe County for slurry and striping of the Tahoe East Shore Trail, using meter revenues. The bid to do this work totaled \$225,310. The difference of \$25,310 will be partially covered with the projected FY24 increase to the PS fund balance of \$13,438 and the remaining shortfall of \$11,872 will come from PS Funds reserve. A formal budget revision, if necessary, will be brought forward in February for Board approval.

Background:

The East Shore Trail parking lot opened in June 2019, the Parking System began in 2020. The lot is closed annually from December through mid-March. Revenues have been adversely affected by the Caldor Fire in September 2021 and the heavy snow fall in spring 2023. Despite these challenges, the program has been successful in meeting the annual operational and maintenance costs of the facility, along with administration of the program. Small capital projects were incurred in summer of 2022 and meter replacement is scheduled for this fall. As of May 31, 2023, the PS system has a net position of \$683,000 that is held for the repairs and replacements of capital improvements/infrastructure projects.

Discussion:

Washoe County went through their procurement process, which included reviewing the bids received for the slurry seal and striping of the trail with the SR28 Corridor Management Team (CMT). With the CMT's recommendation, the proposal from Sierra Nevada Construction, Inc. was brought to the Washoe County Board of Commissioners for concurrence.

Washoe County will contract with Sierra Nevada Construction for the service and invoice TTD for reimbursement.

This is the first large infrastructure preservation contract for the trail. The slurry process prevents pavement deterioration and increases longevity before replacement of the pavement becomes necessary. The slurry seal has been programmed every three to five years depending on weather and pavement conditions.

The work will be done after Labor Day and signage will be posted to notify trail users of any closures.

Additional Information:

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