

# TAHOE TRANSPORTATION DISTRICT (TTD)

## FINANCE AND PERSONNEL COMMITTEE

### Meeting Agenda

Tahoe Regional Planning Agency  
128 Market Street  
Stateline, NV 89449

August 2, 2023  
2:00 p.m.

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

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

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

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](mailto:jallen@tahoetransportation.org). Please note which agenda item the comment pertains to. Comments will be distributed at the 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](http://tahoetransportation.org).

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

#### **I. CALL TO ORDER AND GENERAL MATTERS**

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

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## II. PUBLIC INTEREST COMMENTS

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

## III. DISCUSSION ITEMS

	<u>Page</u>
A. <i>For Possible Action:</i> Review and Recommend Acceptance of the District's Financial Statement of Operations for the Eleven Months of Fiscal Year 2023 Through May 31, 2023 ( <i>Board Agenda Item V.A., Page #81</i> )	<b>3</b>
B. <i>For Possible Action:</i> Recommend the TTD Board 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 ( <i>Board Agenda Item VI.A., Page #244</i> )	<b>20</b>
C. <i>For Possible Action:</i> Recommend the TTD Board Authorize the District Manager to Execute a Two-Year Agreement with GMV Synchronatics Corp. in an Amount Not to Exceed \$208,576 ( <i>Board Agenda Item VI.B., Page #244</i> )	<b>30</b>
D. <i>For Possible Action:</i> Recommend the TTD Board Approve Reimbursement of \$225,310 to Washoe County for Slurry Seal and Striping of the Tahoe East Shore Trail ( <i>Board Agenda Item VI.D., Page #314</i> )	<b>70</b>

## IV. PUBLIC INTEREST COMMENTS

## V. ADJOURNMENT

### COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS

This notice and agenda has been posted at the TTD office and at the Stateline, Nevada post office. The notice and agenda has also been posted at the North Tahoe Conference Center in Kings Beach, the Incline Village GID office and the North Tahoe Chamber of Commerce and on the TTD website: [www.tahoetransportation.org](http://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](mailto: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](http://www.tahoetransportation.org). Please send requests for copies of supporting materials to Judi Allen at (775) 589-5502 or [jallen@tahoetransportation.org](mailto:jallen@tahoetransportation.org).



**TAHOE TRANSPORTATION DISTRICT  
FINANCE AND PERSONNEL COMMITTEE MEETING MINUTES  
June 7, 2023**

**Committee Members in Attendance:**

Lori Bagwell, Carson City  
Kyle Davis, NV Governor Appointee (attended remotely)  
Alexis Hill, Washoe County  
Raymond Suarez, SS-TMA

**Others in Attendance:**

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

**I. CALL TO ORDER AND GENERAL MATTERS**

A. Roll Call and Determination of Quorum

The meeting of the Committee was called to order by Ms. Bagwell at 1:35 p.m. at the Tahoe Regional Planning Agency and via GoToWebinar. Roll call was taken and it was determined a quorum was in attendance for the Committee.

B. Approval of Agenda for June 7, 2023

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

C. Approval of Minutes for February 1, 2023

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

**II. PUBLIC INTEREST COMMENTS**

No public interest comments were made.

**III. DISCUSSION ITEMS**

A. Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Three Quarters of Fiscal Year 2023 Through March 31, 2023

Ms. Schmitt reviewed this item.

Action Requested: For Possible Action

Ms. Hill made a motion to recommend acceptance of the District's Financial Statement of Operations for the first three quarters of fiscal year 2023 through March 31, 2022. Mr. Suarez seconded the motion. The motion passed unanimously.

- B. Recommend the TTD Board 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. Schmitt reviewed this item.

Action Requested: For Possible Action

Mr. Suarez made a motion to recommend the Board 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. Hill seconded the motion. The motion passed unanimously.

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

Ms. Schmitt reviewed this item. Ms. Bagwell stated she is comfortable with recommending the budget with the Deputy. Mr. Davis asked to have a discussion regarding the hiring process.

Action Requested: For Possible Action

Ms. Hill made a motion to recommend the Board approve the salary table changes for non-represented staff and salary adjustments for represented staff effective July 1, 2023. Mr. Suarez seconded the motion. The motion passed unanimously.

- D. Review and Recommend Approval of the Fiscal Year 2024 Proposed Budget and Work Program

Mr. Hasty and Ms. Schmitt reviewed this item. Mr. Davis requested additional detail and review on the work program going forward.

Action Requested: For Possible Action

Ms. Hill made a motion to recommend the Board to approve the Fiscal Year 2024 proposed budget and work program, with the correction to include the recently approved Nevada state funds. Ms. Bagwell seconded the motion. The motion passed, with Mr. Davis voting no.

#### **IV. PUBLIC INTEREST COMMENTS**

No public interest comments were made.

#### **V. ADJOURNMENT**

The meeting was adjourned at 2:40 p.m.

Respectfully Submitted:

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

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



MEMORANDUM

Date: July 27, 2023
To: Tahoe Transportation District (TTD) Finance and Personnel Committee
From: TTD Staff – Joanie Schmitt, CFO
Subject: Review and Recommend Acceptance of the District’s Financial Statement of Operations for the Eleven Months of Fiscal Year 2023 Through May 31, 2023

Action Requested:

It is requested the Committee review and recommend acceptance to the TTD Board 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:

Table with 2 columns: District Operations Revenues and District Operations Expenses. Rows include Rental Car Mitigation Fees (RCMF), Contributions, Administrative Fees, Miscellaneous/Rounding, Interest, Personnel, Insurance, Rent/Utilities, Telephone, Professional Services, Supplies, Dues & Subscriptions, Admin Support (ICAP), Legal, Transfer - Grant Match, Other, Total Revenues, and Total Expenses.

JS/ja

AGENDA ITEM: V.A.
FPC AGENDA ITEM: III.A.

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	

JS/ja

AGENDA ITEM: V.A.

FPC AGENDA ITEM: III.A.



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 Prepaids 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>
<b>Total Revenues</b>	<b>\$651,014</b>
<u>Expense Detail</u>	
Personnel	\$593,095
Fuel/Fuel Tax	\$31,571
Insurance	\$40,811
Repairs/Maintenance	\$118,615
Professional Services/Contracts	\$53,081

JS/ja

AGENDA ITEM: V.A.  
FPC AGENDA ITEM: III.A.

**Operations**

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>
<b>Total Expenses</b>	<b>\$1,077,691</b>
<b>Increase/(Decrease)</b>	<b>\$426,677</b>

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:

<b><u>Parking Systems Revenues</u></b>		<b><u>Parking Systems Expenses</u></b>	
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>
<b>Total Revenue</b>	<b>\$62,543</b>	<b>Total Expenses</b>	<b>\$13,819</b>

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.

JS/ja

AGENDA ITEM: V.A.

FPC AGENDA ITEM: III.A.

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**

	<b>TOTAL</b>	<b>General</b>	<b>CIP</b>	<b>Transit</b>	<b>PS</b>	<b>GFA</b>
<b>ASSETS</b>						
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		
<b>TOTAL ASSETS</b>	<b>13,501,879</b>	<b>903,384</b>	<b>485,236</b>	<b>11,429,577</b>	<b>683,680</b>	<b>0</b>
<b>LIABILITIES</b>						
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
<b>TOTAL LIABILITIES</b>	<b>1,143,049</b>	<b>25,382</b>	<b>482,272</b>	<b>634,898</b>	<b>497</b>	<b>37,943</b>
<b>NET POSITION</b>						
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			
<b>SUB TOTAL NET POSITION BALANCES</b>	<b>11,310,905</b>	<b>874,343</b>	<b>1,636</b>	<b>9,967,543</b>	<b>467,383</b>	<b>(35,754)</b>
<b>FY 23 Increase/(Decrease) to Fund Balance</b>	<b>1,047,924</b>	<b>3,659</b>	<b>1,328</b>	<b>827,137</b>	<b>215,800</b>	<b>(2,189)</b>
<b>TOTAL NET POSITION</b>	<b>12,358,829</b>	<b>878,002</b>	<b>2,964</b>	<b>10,794,680</b>	<b>683,183</b>	<b>(37,943)</b>
<b>TOTAL LIABILITIES &amp; NET POSITION</b>	<b>13,501,879</b>	<b>903,384</b>	<b>485,236</b>	<b>11,429,577</b>	<b>683,680</b>	<b>0</b>

\* 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.

JS/ja

AGENDA ITEM: V.A.

FPC AGENDA ITEM: III.A.

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

	<b>TOTAL</b>	<b>General</b>	<b>CIP</b>	<b>Transit</b>	<b>PS</b>	<b>GFA</b>
<b>Revenues</b>						
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		
<b>TOTAL REVENUES</b>	<b>8,298,509</b>	<b>187,706</b>	<b>2,229,102</b>	<b>5,474,557</b>	<b>407,144</b>	
<b>Expenses</b>						
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		
<b>TOTAL EXPENSES</b>	<b>7,250,584</b>	<b>184,047</b>	<b>2,227,774</b>	<b>4,647,420</b>	<b>191,343</b>	<b>2,189</b>
<b>FY 23 Increase / (Decrease) to Fund Balance</b>	<b>1,047,924</b>	<b>3,659</b>	<b>1,328</b>	<b>827,137</b>	<b>215,800</b>	<b>(2,189)</b>

**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
<b>Revenues</b>										
<b>General Revenues</b>										
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
<b>Total General Revenues</b>	<b>12,500</b>	<b>13,000</b>	<b>38,347</b>	<b>4,666</b>	<b>4,167</b>	<b>8,833</b>	<b>72,680</b>	<b>75,847</b>	<b>95.82%</b>	<b>72,680</b>
<b>Charges for Services</b>										
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
<b>Total Charges for Services</b>	<b>57,375</b>	<b>21,255</b>	<b>18,867</b>	<b>4,504</b>	<b>8,216</b>	<b>12,720</b>	<b>110,217</b>	<b>142,500</b>	<b>77.35%</b>	<b>110,217</b>
<b>Special Items</b>										
Sale of Fixed Assets										
Interest Revenue	150	314	2,219	1,066	1,060	2,125	4,809	2,500	192.36%	4,809
<b>Total Special Revenues</b>	<b>150</b>	<b>314</b>	<b>2,219</b>	<b>1,066</b>	<b>1,060</b>	<b>2,125</b>	<b>4,809</b>	<b>2,500</b>	<b>192.36%</b>	<b>4,809</b>
<b>TOTAL REVENUES</b>	<b>70,025</b>	<b>34,569</b>	<b>59,432</b>	<b>10,236</b>	<b>13,443</b>	<b>23,679</b>	<b>187,706</b>	<b>220,847</b>	<b>84.99%</b>	<b>187,706</b>
<b>Expenses</b>										
<b>Operating</b>										
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
<b>Total Operating</b>	<b>40,398</b>	<b>76,961</b>	<b>49,274</b>	<b>8,500</b>	<b>4,075</b>	<b>12,575</b>	<b>179,208</b>	<b>262,459</b>	<b>68.28%</b>	<b>179,208</b>
<b>Capital Outlay</b>										
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										
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>

**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
<b>Interest</b>										
Interest Expense			338				338	750	45.01%	338
<b>Total Interest Expense</b>	<b>0</b>	<b>0</b>	<b>338</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>338</b>	<b>750</b>	<b>45.01%</b>	<b>338</b>
<b>Other Financing Sources</b>										
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
<b>Total Other Financing Sources</b>	<b>398</b>	<b>171</b>	<b>203</b>	<b>3,641</b>	<b>88</b>	<b>3,729</b>	<b>4,502</b>	<b>5,297</b>	<b>84.99%</b>	<b>4,502</b>
<b>TOTAL EXPENSES</b>	<b>40,796</b>	<b>77,132</b>	<b>49,814</b>	<b>12,141</b>	<b>4,163</b>	<b>16,304</b>	<b>184,047</b>	<b>268,506</b>	<b>68.54%</b>	<b>184,047</b>
<b>Increase/(Decrease) to Fund Balance</b>	<b>29,229</b>	<b>(42,563)</b>	<b>9,618</b>	<b>(1,905)</b>	<b>9,280</b>	<b>7,374</b>	<b>3,659</b>	<b>(47,659)</b>	<b>-7.68%</b>	<b>3,659</b>

**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	Stalene to Stalene Bikeway (Parking Lots)	Facility Plans Incline, Warrior Way, Upgrade	Hazard Plan	Transit Ops Projects	Program Total
	<b>Revenues</b>															
<b>Capital Grant &amp; Contributions</b>																
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
<b>Total Capital Grants &amp; Contributions</b>	<b>103,912</b>	<b>1,346,699</b>	<b>481,934</b>	<b>51,581</b>	<b>243,527</b>	<b>295,108</b>	<b>2,227,653</b>	<b>5,820,278</b>	<b>38.27%</b>	<b>101,462</b>	<b>17,069</b>	<b>30,796</b>	<b>129,315</b>	<b>67,150</b>	<b>1,881,861</b>	<b>2,227,653</b>
<b>Special Items</b>																
Interest Revenue	24	62	696	311	356	667	1,449		-100.00%			1,074	375			1,449
<b>Total Special Items</b>	<b>24</b>	<b>62</b>	<b>696</b>	<b>311</b>	<b>356</b>	<b>667</b>	<b>1,449</b>	<b>0</b>	<b>-100.00%</b>	<b>0</b>	<b>0</b>	<b>1,074</b>	<b>375</b>	<b>0</b>	<b>0</b>	<b>1,449</b>
<b>TOTAL REVENUES</b>	<b>103,936</b>	<b>1,346,761</b>	<b>482,630</b>	<b>51,892</b>	<b>243,883</b>	<b>295,775</b>	<b>2,229,102</b>	<b>5,820,278</b>	<b>38.30%</b>	<b>101,462</b>	<b>17,069</b>	<b>31,870</b>	<b>129,690</b>	<b>67,150</b>	<b>1,881,861</b>	<b>2,229,102</b>
<b>Expenses</b>																
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
<b>Total Operating</b>	<b>50,064</b>	<b>105,025</b>	<b>129,851</b>	<b>57,242</b>	<b>222,772</b>	<b>280,015</b>	<b>564,954</b>	<b>3,886,422</b>	<b>14.54%</b>	<b>101,462</b>	<b>17,967</b>	<b>30,910</b>	<b>135,332</b>	<b>70,753</b>	<b>208,530</b>	<b>564,954</b>



**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
<b>Capital Outlay</b>																
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)
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Financing Sources</b>																
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)
<b>Total Other Financing Sources</b>	<b>53,848</b>	<b>1,241,674</b>	<b>352,098</b>	<b>(5,560)</b>	<b>20,760</b>	<b>15,200</b>	<b>1,662,820</b>	<b>1,933,856</b>	<b>85.98%</b>	<b>0</b>	<b>(898)</b>	<b>0</b>	<b>(6,010)</b>	<b>(3,603)</b>	<b>1,673,332</b>	<b>1,662,820</b>
<b>TOTAL EXPENSES</b>	<b>103,912</b>	<b>1,346,699</b>	<b>481,949</b>	<b>51,682</b>	<b>243,532</b>	<b>295,214</b>	<b>2,227,774</b>	<b>5,820,278</b>	<b>38.28%</b>	<b>101,462</b>	<b>17,069</b>	<b>30,910</b>	<b>129,322</b>	<b>67,150</b>	<b>1,881,861</b>	<b>2,227,774</b>
<b>Increase / (Decrease) to Fund Balance</b>	<b>24</b>	<b>62</b>	<b>681</b>	<b>210</b>	<b>351</b>	<b>561</b>	<b>1,328</b>	<b>0</b>	<b>-100.00%</b>	<b>0</b>	<b>0</b>	<b>959</b>	<b>369</b>	<b>0</b>	<b>0</b>	<b>1,328</b>

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
<b>Revenues</b>										
<b>Grants &amp; Contributions</b>										
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
<b>Total Grants &amp; Contributions</b>	<b>1,692,068</b>	<b>1,503,336</b>	<b>1,562,852</b>	<b>315,323</b>	<b>320,260</b>	<b>635,584</b>	<b>5,393,840</b>	<b>6,905,395</b>	<b>78.11%</b>	<b>5,393,840</b>
<b>Charges for Services</b>										
FareBox Revenue									100.00%	
Pass Sales									100.00%	
Advertising Revenue									100.00%	
<b>Total Charges for Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>
<b>Special Items</b>										
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
<b>Total Special Items</b>	<b>895</b>	<b>4,688</b>	<b>14,404</b>	<b>6,901</b>	<b>8,529</b>	<b>15,430</b>	<b>35,417</b>	<b>24,000</b>	<b>147.57%</b>	<b>35,417</b>
<b>Pass Through Revenue</b>	<b>25,670</b>	<b>19,630</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>45,300</b>	<b>50,000</b>	<b>90.60%</b>	<b>45,300</b>
<b>TOTAL REVENUES</b>	<b>1,718,633</b>	<b>1,527,653</b>	<b>1,577,256</b>	<b>322,224</b>	<b>328,790</b>	<b>651,014</b>	<b>5,474,557</b>	<b>6,979,395</b>	<b>78.44%</b>	<b>5,474,557</b>
<b>Expenses</b>										
<b>Operating</b>										
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

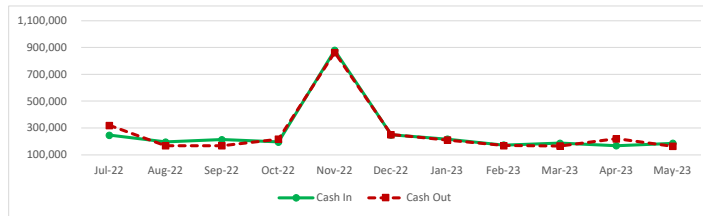
	TO Fund Activity						Actual vs Budget			Program YTD
	1st Qtr	2nd Qtr	3rd Qtr	April	May	Apr & May	Board	Var %	Transit Operations	
							YEAR TO DATE			Approved Budget
Expenses Continued										
Supplies	16,403	12,468	16,978	1,094	8,753	9,848	55,697	68,018	81.89%	55,697
Advertising & Public Relations	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
<b>Total Operating</b>	<b>1,554,429</b>	<b>1,978,775</b>	<b>1,608,586</b>	<b>562,072</b>	<b>533,796</b>	<b>1,095,868</b>	<b>6,237,658</b>	<b>8,172,748</b>	<b>76.32%</b>	<b>6,237,658</b>
<b>Capital Outlay</b>										
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%	
<b>Total Capital Outlay</b>	<b>23,725</b>	<b>6,802</b>	<b>505</b>	<b>360</b>	<b>391</b>	<b>751</b>	<b>31,784</b>	<b>135,644</b>	<b>23.43%</b>	<b>31,784</b>
<b>Other Financing Sources</b>										
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
<b>Total Other Financing Sources</b>	<b>(54,246)</b>	<b>(1,241,846)</b>	<b>(352,301)</b>	<b>1,919</b>	<b>(20,847)</b>	<b>(18,929)</b>	<b>(1,667,322)</b>	<b>(1,939,153)</b>	<b>85.98%</b>	<b>(1,667,322)</b>
<b>Pass Through Expenses</b>	<b>25,670</b>	<b>19,630</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>45,300</b>	<b>50,000</b>	<b>-100.00%</b>	<b>45,300</b>
<b>TOTAL EXPENSES</b>	<b>1,549,578</b>	<b>763,361</b>	<b>1,256,790</b>	<b>564,351</b>	<b>513,340</b>	<b>1,077,691</b>	<b>4,647,420</b>	<b>6,419,239</b>	<b>72.40%</b>	<b>4,647,420</b>
<b>Increase / Decrease) to Fund Balance</b>	<b>169,056</b>	<b>764,293</b>	<b>320,466</b>	<b>(242,127)</b>	<b>(184,551)</b>	<b>(426,677)</b>	<b>827,137</b>	<b>560,156</b>	<b>147.66%</b>	<b>827,137</b>

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
<b>Revenues</b>												
General Revenues												
Contributions										100.00%		
<b>Total General Revenues</b>	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
<b>Total Charges for Services</b>	<b>263,034</b>	<b>76,670</b>	<b>1,473</b>	<b>9,672</b>	<b>50,422</b>	<b>60,094</b>	<b>401,270</b>	<b>475,000</b>	<b>84.48%</b>	<b>363,905</b>	<b>37,365</b>	<b>401,270</b>
Special Items												
Interest Revenue	14	194	3,216	1,116	1,334	2,450	5,874		-100.00%	5,874		5,874
<b>Total Special Revenues</b>	<b>14</b>	<b>194</b>	<b>3,216</b>	<b>1,116</b>	<b>1,334</b>	<b>2,450</b>	<b>5,874</b>	<b>0</b>	<b>-100.00%</b>	<b>5,874</b>	<b>0</b>	<b>5,874</b>
<b>TOTAL REVENUES</b>	<b>263,048</b>	<b>76,864</b>	<b>4,689</b>	<b>10,788</b>	<b>51,755</b>	<b>62,543</b>	<b>407,144</b>	<b>475,000</b>	<b>85.71%</b>	<b>369,779</b>	<b>37,365</b>	<b>407,144</b>
<b>Expenses</b>												
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%		
<b>TOTAL OPERATING EXPENSES</b>	<b>82,061</b>	<b>88,257</b>	<b>7,206</b>	<b>3,805</b>	<b>10,014</b>	<b>13,819</b>	<b>191,343</b>	<b>351,270</b>	<b>54.47%</b>	<b>146,384</b>	<b>44,960</b>	<b>191,343</b>
Capital Outlay												
Equipment over \$5000										100.00%		
Equipment under \$5000										100.00%		
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Funding Sources - Revenues												
Revenues												
Capital (In) Out										100.00%		
Transfers (In) Out										100.00%		
<b>Total Other Financing Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenses and Other Funding Sources</b>	<b>82,061</b>	<b>88,257</b>	<b>7,206</b>	<b>3,805</b>	<b>10,014</b>	<b>13,819</b>	<b>191,343</b>	<b>351,270</b>	<b>54%</b>	<b>146,384</b>	<b>44,960</b>	<b>191,343</b>
<b>Increase /(Decrease) to Fund Balance</b>	<b>180,987</b>	<b>(11,394)</b>	<b>(2,517)</b>	<b>6,983</b>	<b>41,741</b>	<b>48,724</b>	<b>215,800</b>	<b>123,730</b>	<b>174.41%</b>	<b>223,395</b>	<b>(7,595)</b>	<b>215,800</b>

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

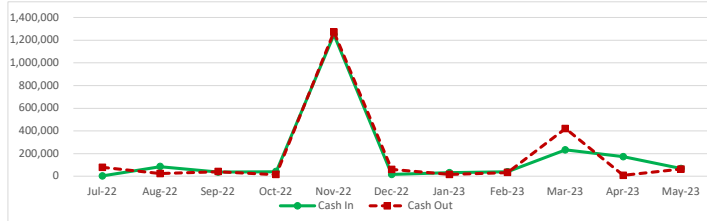
**GENERAL FUND**



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	PR Liabilities	Match To CIP	Vendor Payments	LOC	Net
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**

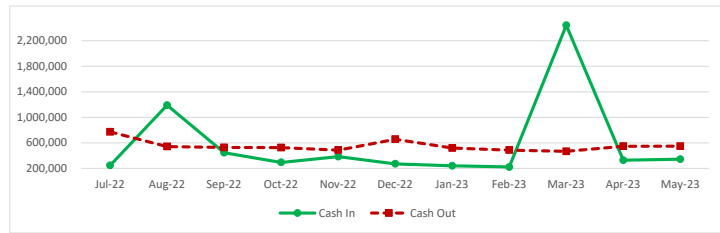


Cash In Source	Total	FTA	NDOT - STBG & INFRA			CalOES	Contrib /Other	Match
			TRPA Prop 1B	Caltrans - US 50 & ZEB	INFRA			
Jul-22	1,461	1,304	0	0	0	0	2	155
Aug-22	85,417	50,990	2,880	18,661	12,760	0	10	116
Sep-22	37,538	20,285	0	13,198	0	3,896	12	146
Oct-22	40,458	30,540	1,063	5,772	2,963	0	13	108
Nov-22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

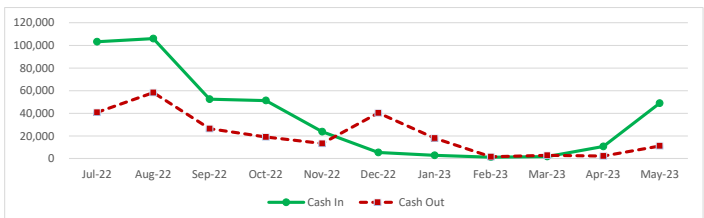
**TRANSIT OPERATIONS FUND**



Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl SGR	Pass Thru	Farebox Contributions	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	Contributions	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

JS/ja

AGENDA ITEM: V.A.

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 - USSO	2021 Accelerated Innovation Deployment (AID) Demonstration Program	US50 SSCRP 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 & Revolutioning Transportation Program	Intelligent Sensor Integration on Rural Multi-Modal System with an Urban Recreation Travel Demand, Lake Tahoe Basin, NV and CA	\$ 1,489,000	0%	\$ -	N/A	Yes-11/2022	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 - SSCRP	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	\$ 2,820,000	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 - SSCRP	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

JS/ja

AGENDA ITEM: V.A.







MEMORANDUM

Date: July 27, 2023

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

From: TTD Staff – Carl Hasty, District Manager

Subject: Recommend the TTD Board 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 Committee recommend the TTD 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

GF/ja

AGENDA ITEM: VI.C.

FPC AGENDA ITEM: III.B.

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](mailto:gfink@tahoetransportation.org).

**Attachment:**

- A. Memorandum of Understanding with Placer County

GF/ja

AGENDA ITEM: VI.C.

FPC AGENDA ITEM: III.B.

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 24<sup>th</sup>, 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

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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) Finance and Personnel Committee  
From: TTD Staff – George Fink, Transportation Services Director  
Subject: Recommend the TTD Board Authorize the District Manager to Execute a Two-Year Agreement with GMV Synchronatics Corp. in an Amount Not to Exceed \$208,576

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**Action Requested:**

It is requested the Committee recommend the TTD Board authorize the District Manager to execute a two-year agreement with GMV Synchronatics 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 Synchronatics (Synchronatics), a newer and more comprehensive system, first deployed on the Proterra buses delivered last year. The Synchronatics system consists of OpenMDT Plus (tablet interface), automated voice annunciator, automated passenger counters, infotainment, LED integration, and headsign integration.

GF/ja

AGENDA ITEM: VI.B.

FPC AGENDA ITEM: III.C.

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](mailto:gfink@tahoetransportation.org).

**Attachment:**

- A. GMV Synchromatics Agreement

GF/ja

AGENDA ITEM: VI.B.

FPC AGENDA ITEM: III.C.

**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.

(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

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
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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**

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Carl Hasty  
District Manager

**ATTEST:**

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Judi Allen  
Clerk of the Board

**Approved to Form:**

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Sergio Rudin, District Counsel

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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](mailto: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](mailto: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 <i>- Assumes existing Getac ZX70 to be used in installation</i>	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	\$ -



21	c	<b>Infotainment</b>							
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	<b>Headsign Integration</b>							
26		Hardware, Headsign Integration	0	\$	595	\$	-	\$	-
27		Installation, Headsign Integration	0	\$	195	\$	-	\$	-
28	b, c	<b>LCD Sign Integration</b>							
29		Hardware, Media Player	4	\$	940	\$	3,760	\$	-
30		Vehicle and System Licenses, LCD Sign	4	\$	695	\$	2,780	\$	-
31		<b>Project Management</b>							
32	a	Project Management - Travel, Training, Engineering, Documentation and Software Configuration	1	\$	16,700	\$	16,700	\$	-

33	c	<b>Extended Hardware Warranty</b>							
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	<b>Annual Service Fees</b>							
		Annual Service Fee, Cloud-hosted CAD/AVL/RTPI							
		--Unlimited 24x7 support							
40		-- Hands on dedicated account management	22	\$	665	\$	-	\$	14,630
		-- Fully hosted and redundant systems							
		-- Unlimited training							
41		Annual Service Fee, Automatic Passenger Counter	4	\$	132	\$	-	\$	528
42		Annual Service Fee, Automated Voice Annunciator	4	\$	135	\$	-	\$	540
43		Annual Service Fee, Infotainment	4	\$	275	\$	-	\$	1,100
44		Annual Service Fee, Digital Vehicle Inspection	22	\$	225	\$	-	\$	4,950
45		Annual Service Fee, Cellular Data	0	\$	660	\$	-	\$	-
46		Annual Service Fees, LCD Sign	4	\$	595	\$	-	\$	2,380

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

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.

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.

- 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) Finance and Personnel Committee

From: TTD Staff – Joanie Schmitt, CFO

Subject: Recommend the TTD Board 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 Committee recommend the TTD 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

JS/ja

AGENDA ITEM: VI.D.

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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](mailto:jschmitt@tahoetransportation.org).

JS/ja

AGENDA ITEM: VI.D.

FPC AGENDA ITEM: III.D.