TAHOE TRANSPORTATION DISTRICT (TTD)

FINANCE AND PERSONNEL COMMITTEE

Meeting Agenda

University of Reno Prim Library, Room 214 999 Tahoe Blvd., Incline Village, NV

December 6, 2023 2:30 p.m.

Texas 76513

The Tahoe Transportation District Finance and Personnel Committee meeting will be physically open to the public at the University of Reno, Prim Library, Room 214, 999 Tahoe Blvd., Incline Village, NV. Paid parking (\$2.00 per hour) is enforced by the University and the public will need to pay using the PaybyPhone option located in the Silver 11 lot just south of the Prim Library. 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 Committee and Board Meetings, go to: https://attendee.gotowebinar.com/register/4525786008528114783

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

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

California Department of Transportation	229 W Loop 121
703 B Street	Belton, Texas 7651
Marysville, CA 95901	

Members of the public may observe the meeting and submit comments in person at the above locations or via GoToWebinar. Members of the public may also provide public comment by sending comments to the Clerk to the Board by email at jallen@tahoetransportation.org. Please note which agenda item the comment pertains to. Comments will be distributed at the meeting and attached to the minutes of the meeting. Comments for each agenda item should be submitted prior to the close of that agenda item.

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

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

Ι. CALL TO ORDER AND GENERAL MATTERS

- A. Roll Call and Determination of Quorum
- B. For Possible Action: Approval of Agenda for December 6, 2023

C. *For Possible Action:* Approval of Minutes of August 2, 2023

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

- A. *For Possible Action:* Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Quarter of Fiscal Year 2024 Through September 30, 2023 *(Board Agenda Item VII.A., Page #31)*
- B. For Possible Action: Recommend the TTD Board Authorize Issuance of a Contract Award to Parametrix for the Planning and Conceptional Design Services for the Intelligent Transportation System Sensor and Software Project and Authorize the District Manager to Execute a Two-Year Agreement at an Amount Not to Exceed \$866,163 (Board Agenda Item VII.B., Page #48)

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, the North Tahoe Chamber of Commerce, all teleconference locations listed above, and on the TTD website: www.tahoetransportation.org.

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

Nevada Open Meeting Law Compliance

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

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

Supporting materials were provided to any person requesting such materials and were made available to the requester at the time the material was provided to the members of the Board or, if provided to the members of the Board at the meeting, were made available to the requester at the meeting and are available on the TTD website: www.tahoetransportation.org. Please send requests for copies of supporting materials to Judi Allen at (775) 589-5502 or <a href="http://jallen.gov/

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TAHOE TRANSPORTATION DISTRICT FINANCE AND PERSONNEL COMMITTEE MEETING MINUTES August 2, 2023

Committee Members in Attendance:

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

Others in Attendance:

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

I. CALL TO ORDER AND GENERAL MATTERS

- A. <u>Roll Call and Determination of Quorum</u> The meeting of the Committee was called to order by Ms. Bagwell at 2:14 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.
- <u>Approval of Agenda for August 2, 2023</u> Motion/second by Ms. Hill/Mr. Davis to approve the Committee agenda for today's meeting. The motion passed unanimously.
- C. <u>Approval of Minutes for June 7, 2023</u> Motion/second by Mr. Davis/Ms. Hill to approve the minutes. The motion passed unanimously.

II. PUBLIC INTEREST COMMENTS

No public interest comments were made.

III. DISCUSSION ITEMS

A. <u>Review and Recommend Acceptance of the District's Financial Statement of</u> <u>Operations for the Eleven Months of Fiscal Year 2023 Through May 31, 2023</u> Ms. Schmitt reviewed this item.

Action Requested: For Possible Action

Ms. Hill moved to recommend acceptance of the District's Financial Statement of Operations for the eleven months of fiscal year 2023 through May 31, 2023. Mr. Davis seconded the motion. The motion passed unanimously. B. <u>Recommend the TTD Board Authorize the Tahoe Transportation District</u> <u>Board Chair to Sign a Memorandum of Understanding Between the Tahoe</u> <u>Transportation District and Placer County for Regional Transportation Project</u> <u>Implementation</u> Mr. Fink reviewed this item. Ms. Bagwell asked if all jurisdictions are requiring

an MOU. Mr. Hasty stated no. Ms. Hill thanked Placer, Carson City, Washoe County, El Dorado County, and Douglas County for their contributions.

Action Requested: For Possible Action

Ms. Hill moved to recommend the Board authorize the Board Chair to sign a memorandum of understanding between the Tahoe Transportation District and Placer County for regional transportation project implementation. Mr. Davis seconded the motion. The motion passed unanimously.

C. <u>Recommend the TTD Board Authorize the District Manager to Execute a Two-Year Agreement with GMV Synchromatics Corp. in an Amount Not to Exceed</u> \$208,576

Mr. Fink reviewed this item. Mr. Suarez asked if the vehicles would have passenger counters. Mr. Fink stated no, not on the existing fleet, but new fleet purchases will include passenger counters. Ms. Bagwell asked if the District was to return to charging fares would the new equipment be able to handle it. Mr. Fink noted it would need additional equipment.

Action Requested: For Possible Action

Nick Speal thanked the committee for considering this option.

Mr. Suarez moved to authorize the District Manager to execute a two-year agreement with GMV Synchromatics Corp. in an amount not to exceed \$208,576. Mr. Davis seconded the motion. The motion passed unanimously.

D. <u>Recommend the TTD Board Approve Reimbursement of \$225,310 to Washoe</u> <u>County for Slurry Seal and Striping of the Tahoe East Shore Trail</u> Ms. Hill stated she has no pecuniary or personal interest in this item. Ms. Schmitt reviewed this item.

Action Requested: For Possible Action

Mr. Davis moved to recommend the Board approve reimbursement of \$225,310 to Washoe County for slurry seal and striping of the Tahoe East Shore Trail. Ms. Hill 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 2:44 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.)



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MEMORANDUM

Date:	November 30, 2023
То:	Tahoe Transportation District (TTD) Finance and Personnel Committee (FPC)
From:	TTD Staff – Joanie Schmitt, CFO
Subject:	Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Quarter of Fiscal Year 2024 Through September 30, 2023

Action Requested:

It is requested the Committee review and recommend acceptance of the Financial Statement of Operations for the first quarter of fiscal year 2024 (FY24) ending September 30, 2023.

Fiscal Analysis:

TTD is reporting increases to the overall fund balances of \$112,247 for the General Fund, \$939 in the Capital Improvement Program (CIP) Fund, and \$216,215 in the Parking Systems (PS) Fund. The Transit Operations (TO) Fund decreased \$247,648 and is mainly due to not recognizing TDA funding for the first three months of FY24. At the October meeting, the Board approved the FY24 TDA resolutions which were attached to the FY24 TDA application and sent to TRPA for their approval. The October financials will show the catch up of the equal monthly installments of the estimated Local Transportation Fund (LTF) and State Transit Assistance (STA).

Background:

Staff has completed analyzing financial information for the first quarter of FY24, ended September 30, 2023. The presentation of the financial information will highlight August and September activity and continues to detail TTD's funds: General, CIP, TO, and PS. (Attachment A)

Discussion:

<u>General Fund</u> –

Overall, the District ended with an increase of \$92,004 for August and September activity. The increase can be summarized as follows:

District Operations Revenues		District Operations Expe	enses
State of Nevada	\$82,500	Personnel	\$74,510
Local Revenues	\$14,583	Admin Support (ICAP)	(\$71,532)
Rental Car Mitigation Fees (RCMF	-) \$26,600	Insurance	\$4,583
Administrative Fees	\$16,687	Rent, incl. Utilities	\$7,741
Contributions	\$0	Telephone	\$2,484
Miscellaneous	\$500	Professional Services	\$2,773

Interest	<u>\$1,510</u>	Dues, Subscriptions, Fees	\$2,176
		Supplies	\$2,696
		Transfer - Grant Match	\$249
		Legal Fees	\$1,047
		Audit Fees	\$22,000
		Other	<u>\$1,649</u>
Total Revenues	\$142,380	Total Expenses	\$50,376

Local Revenues totaling \$14,583 consist of \$8,333 received from Douglas County and \$6,250 from Washoe County. Carson City's annual portion of \$5,000 was invoiced in October and \$1,667 will be recognized for the first four months of FY24, with equal monthly installments of \$417 thereafter for the remainder of the fiscal year. Placer County's annual amount of \$52,500 will be invoiced biannually with the first invoice mailed prior to December 31, 2023 and recognizing the \$26,250 in December, with the second payment invoiced in June 2024. El Dorado County will follow Placer County's payment plan with \$15,000 being invoiced and recognized in December and the remaining half invoiced in June 2024.

TRPA requested its Board of Directors to authorize payment of \$330,000 to TTD for its portion of their FY24 State of Nevada budget funding at its September meeting. Staff invoiced TRPA in full in September, recognizing one fourth of the total (\$82,500) in September, with equal monthly installments of \$27,500 recognized in October through June. The payment was received in October.

The net result increased the General Fund's overall fund balance to \$997,989, which is \$112,247 more than at the start of the fiscal year.

CIP Fund -

August and September activity ended in an increase of \$610, resulting from interest of \$627 earned on project advances, less bank fees of \$17. Below is a brief recap of August and September activity for the CIP Fund.

Funding Source	Expenditures	Grant Balance
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$3,815	\$522,349
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	\$24,51
FTA 5339 (FY18)	\$0	\$16,326
FTA 5339 (FY19)	\$0	\$186,799
FTA 5339 (FY20´& FY21)	\$0	\$257,614
TDA LTF Reserve (Phoenix Bus Purchase)	\$0	\$400,000
FTA 5339C (FY18)	\$0	\$694,184
US DOT	T -	ŧ), -
SMART	\$3,576	\$1,485,424
General Fund (Match)	\$19	\$0
NDOT	Ψ.C	÷-
Recreational Travel Phase II	\$2,274	\$156,280
General Fund (Match)	\$120	\$8,225
TAP – SR 28 North Parking Lots	\$2,497	\$1,162,158
JS/ja		BOARD AGENDA ITEM: V

BOARD AGENDA ITEM: VII.A. FPC AGENDA ITEM: III.A.

Washoe County Bond Sale (Match) Surface Transportation Block Grant (STBG)	\$131	\$355,397
Caltrans – US 50	\$7,361	\$1,887,132
NDOT – Incline Mobility Hub Concept Study	\$20,214	\$59,575
TDA LTF Reserve (Match)	\$1,064	\$3,135
NDOT – Facility Plan	\$49,828	\$577,102
Douglas County (Match)	\$2,622	\$30,340
NDOT – Central Corridor (Chimney)	\$3,653	\$2,327,938
Tahoe Fund (Match)	\$176	\$8,707
Highway Infrastructure Program (HIP)		
Caltrans – US 50	\$0	\$470,655
California Office of Emergency Services	\$8,205	\$64,665
CTC (Match)	\$2,735	\$21,555
General Fund (Match)	\$110	\$500
California Sustainable Planning (ZEB)	\$1,583	\$306,852
TDA LTF Reserve (Match)	\$205	\$39,756
Bank Fees	<u>\$17</u>	
Total Expenditures	\$110,205	

No transit equipment was purchased and transferred to the Transit Operations fund during August and September. However, four Gillig 30' low floor diesel buses were delivered in October totaling \$2,200,586, including the cost of the wraps. Staff will strategically utilize the \$1 million Line of Credit (LOC) with Nevada State Bank for a brief time before transferring transits funds from the interest-bearing gold account. The NDOT FTA 5339 grant reimbursement of \$1,870,000 is expected before the new year. The match of \$330,586 is from TDA funds that were restricted from prior years.

The net August and September activity resulted in increasing CIP's overall fund balance to \$4,232, which is \$939 more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with a decrease of \$175,724 for August and September activity. The decrease can be summarized as follows:

	Operations
Revenue Detail	
FTA	
5307	\$800,620
5311	\$155,056
Transportation Development Act (TDA)	\$0
Low Carbon Transit Operations Program	\$0
Nevada State Parks	\$85,000
El Dorado County	\$0
Solar Renewable Energy Credits	(\$2,395)
Contributions	\$0
Miscellaneous	\$16
Sale of Fixed Asset (Scrap)	\$0
Insurance Claims	\$0
Interest	<u>\$10,283</u>
Total Revenues	\$1,048,580
Expense Detail	
Personnel	\$674,634
JS/ja	BOARD

BOARD AGENDA ITEM: VII.A. FPC AGENDA ITEM: III.A.

	Operations
Fuel/Fuel Tax	\$59,265
Insurance	\$40,163
Repairs/Maintenance	\$145,821
Professional Services/Contracts	\$45,200
Facility Rent/Utilities/Phone	\$57,202
Supplies	\$8,589
Dues, Subscriptions, Member Fees	\$8,784
ICAP	\$69,819
Transfer - Grant Match	\$1,269
Depreciation/Amortization/Warranty	\$103,401
Advertising/Outreach	\$1,037
Equipment under \$5K	\$0
Capital Outlay	(\$0)
Other Expenses	<u>\$9,120</u>
Total Expenses	\$1,224,304
Increase/(Decrease)	(\$175,724)

As mentioned earlier, TTD's TDA application was submitted to TRPA in October. Staff will begin recognizing FY24 TDA revenue with a catch up for July through October in October and then equal monthly installments November through June for LTF and STA.

TTD overestimated the June Renewable Energy Credit revenue by \$2,395, which was corrected in September and was immaterial to the FY23 audited financials.

The net result decreased Transit's overall fund balance for the year to \$10,434,284, which is \$247,648 less than at the start of the fiscal year.

Parking System (PS) Fund-

The Parking System Fund experienced an increase of \$126,774 for August and September activity. The recap is as follows:

Parking Systems Revenues		Parking Systems Expenses	
Parking Meters	\$157,308	Personnel	\$13,896
Parking Events	\$450	Contracts	\$3,260
Parking Non-Compliance	\$9,115	Professional Services	\$1,423
Interest	<u>\$2,404</u>	Subscriptions, Dues	\$64
		Telephone	\$320
		Admin Fees	\$16,687
		Bank/Credit Card Fees	\$6,794
		Supplies	\$0
		Other	<u>\$59</u>
Total Revenue	\$169,277	Total Expenses	\$42,503

Meter revenues increased year over year by \$19,441 from \$243,508 in FY23 to \$262,949 in FY24 (7%).

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

The net result increased Parking System's overall fund balance for the year to \$925,669, which is \$216,215 more than at the start of the fiscal year. JS/ja BOARD AGENDA ITEM: VII.A

Balance Sheet-

The detailed balance sheet as of September 30, 2023, is included in Attachment A.

The capital asset balance, net of depreciation and amortization, includes \$5,977,719 in Transit funds, \$0 in the Government-wide funds, and \$0 in the Parking System funds of federalized/state obligations. Should the District choose to liquidate a federalized/state asset, permission from the governmental agency is required and their obligation takes priority.

Cash Flows -

Staff has included FY24 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. September Financial Statement
- B. FY24 Cash Flow
- C. Updated Grant Status Report

Tahoe Transportation District Balance Sheet As of September 30, 2023

ACCETC	TOTAL	General	CIP	Transit	PS	GFA
ASSETS Cash & Equivalents	4,052,625	721 280	114,006	2 292 164	025 175	
Accounts Receivable	4,052,825	731,280 399,696	114,008	2,282,164 1,432,627	925,175 4,031	
Prepaids	522,310	399,696 195,104	120,752	326,970	236	
Inventory	384,970	195,104		384,970	230	
	564,570			384,970		
*Capital Assets, Net Depreciation and Amortization	6,444,814			6,444,814		
-						
TOTAL ASSETS	13,367,825	1,326,081	240,758	10,871,545	929,441	0
LIABILITIES						
Accounts Payable	287,558	37,367	90,735	155,683	3,772	0
Deferred Revenues	436,516	290,725	90,733 145,791	155,085	3,772	0
Nevada State Bank - LOC	430,310	290,725	143,731			
Subscriptions Payable	68,394			68,394		
Insurance Payable	99,312			99,312		
EE Compensated Absences	113,601			113,601		34,569
Accrued Interest Payable	270			270		,
TOTAL LIABILITIES	1,005,651	328,092	236,527	437,260	3,772	34,569
NET POSITION	6 5 6 9 7 6 9			6 500 700		
Invested in Capital Assets	6,502,700			6,502,700		
Restricted	1,458,391	046 633		1,458,391	700 454	(26.24.0)
Unrestricted	4,246,917	816,622	2 202	2,720,841	709,454	(36,218)
Assigned	72,413	69,120 885,742	3,293 3,293	10,681,932	709,454	(26.219)
SUB TOTAL NET POSITION BALANCES	12,280,422	885,742	3,293	10,681,932	709,454	(36,218)
FY 24 Increase/(Decrease) to Fund Balance	81,752	112,247	939	(247,648)	216,215	1,649
TOTAL NET POSITION	12,362,174	997,989	4,232	10,434,284	925,669	(34,569)
TOTAL LIABILITIES & NET POSITION	13,367,825	1,326,081	240,758	10,871,545	929,441	0

* The fixed asset and land balances, net of depreciation/ amortization, include \$5,977,719 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.

ATTACHMENT A

Tahoe Transportation District Statement of Operations July 1, 2023 through September 30, 2023

	TOTAL	General	CIP	Transit	PS	GFA
Revenues						
Federal Grants	1,453,896	0	103,696	1,350,200	0	0
State Funding	220,140	82,500	16,704	120,936		
Contributions	197		197			
Local Revenues	21,875	21,875				
General Revenues	37,851	500		37,350		
Charges for Services	334,281	59,786		(2,395)	276,891	
Special Items	23,809	2,732	961	16,452	3,665	
Pass-Through Revenue						
TOTAL REVENUES	2,092,050	167,392	121,558	1,522,543	280,556	0
-						
Expenses Personnel	1 007 205	02 515	21.072	000 530	21 277	
	1,097,285	93,515	21,872	960,520	21,377	(1 (10)
Personnel - Compensated Absences Contracts	14,927		01.040	14,927	2 200	(1,649)
	95,208		91,948		3,260	
Fuel	84,312			84,312		
Depreciation, Amortization, Warranty	157,320	62.404	6 225	157,320	20.704	
Other Operating	560,761	62,481	6,225	452,351	39,704	
ICAP - 10%		(101,388)	2,388	99,000		
Capital Outlay						
Interest	486		(486		
Other Funding Sources		537	(1,813)	1,276		
Pass-Through Expenses						
TOTAL EXPENSES	2,010,298	55,146	120,620	1,770,191	64,341	(1,649)
FY 24 Increase / (Decrease) to Fund						
Balance	81,752	112,247	939	(247,648)	216,215	1,649

Tahoe Transportation District General Fund Statement of Operations July 1, 2023 through September 30, 2023

					1				
			General F	und Activity		A	ctual vs Budget	:	Program YTD
							Board		
						YEAR TO	Approved		
	July	Aug	Sept	Aug & Sept	1st Qtr	DATE	Budget	Var %	District Ops
Revenues									
General Revenues									
State Revenue - NV			82,500	82,500	82,500	82,500	330,000	25.00%	82,500
Local Revenues	7,292	7,292	7,291	14,583	21,875	21,875	190,100	11.51%	21,875
Contributions							35,000	0.00%	
Miscellaneous			500	500	500	500		100.00%	500
Total General Revenues	7,292	7,292	90,291	97,583	104,875	104,875	555,100	18.89%	104,875
Charges for Services									
Administrative Fees	11,002	10,072	6,615	16,687	27,689	27,689	47,500	58.29%	27,689
Rental Car Mitigation Fees	5,497	5,463	21,137	26,600	32,097	32,097	100,000	32.10%	32,097
Total Charges for Services	16,499	15,535	27,752	43,287	59,786	59,786	147,500	40.53%	59,786
Special Items									
Sale of Fixed Assets									
Interest Revenue	1,221	779	731	1,511	2,732	2,732	7,200	37.94%	2,732
Total Special Revenues	1,221	779	731	1,511	2,732	2,732	7,200	37.94%	2,732
TOTAL REVENUES	25,012	23,606	118,774	142,380	167,392	167,392	709,800	23.58%	167,392
_									
Expenses									
Operating									
Personnel	19,005	37,279	37,231	74,510	93,515	93,515	496,568	18.83%	93,515
Admin Support	(29,856)	(33,698)	(37,834)	(71,532)	(101,388)	(101,388)	(466,428)	21.74%	(101,388)
Repairs & Maintenance							250	0.00%	
Insurance	2,291	2,291	2,291	4,583	6,874	6,874	31,490	21.83%	6,874
Facility Rent	4,048	4,048	3,692	7,741	11,789	11,789	53,940	21.86%	11,789
Telephone	1,785	1,237	1,247	2,484	4,269	4,269	16,260	26.26%	4,269
Supplies	1,320	1,320	1,376	2,696	4,016	4,016	21,132	19.00%	4,016
Advertising & Public Relations	14	200	506	706	719	719	1,500	47.96%	719
Reproduction & Printing			208	208	208	208	750	27.76%	208
Postage							500	0.00%	
Dues, Subscriptions & Publications	4,319	998	1,178	2,176	6,495	6,495	15,754	41.23%	6,495
License & Permits								100.00%	
Professional Services/Contracts	1,459	771	2,002	2,773	4,232	4,232	48,290	8.76%	4,232
Legal Services		55	992	1,047	1,047	1,047	25,000	4.19%	1,047
Auditing Services			22,000	22,000	22,000	22,000	36,810	59.77%	22,000
Bank Fee / CC Fees	21	15	25	41	61	61	800	7.68%	61
Transit Management - No Shore							20,000	0.00%	
Training							3,500	0.00%	
Travel			438	438	438	438	8,314	5.26%	438
Events							1,500	0.00%	
Miscellaneous Expenses	74	197	61	258	332	332	25,000	1.33%	332
Total Operating	4,480	14,713	35,415	50,128	54,608	54,608	340,930	16.02%	54,608
Capital Outlay									
Office & Equipment over \$5000									
Office & Equipment under \$5000									
CIP over \$5000									
Reimbursed Capital Expenses			-	~				100.000	
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0

Tahoe Transportation District General Fund Statement of Operations July 1, 2023 through September 30, 2023

			General F	und Activity			Actual vs Budge	t	Program YTD
	July	Aug	Sept	Aug & Sept	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Interest									
Interest Expense							500	0.00%	
Total Interest Expense	0	0	0	0	0	0	500	0.00%	0
Other Financing Sources Preventive Maint (In) Capital Outlay (In) Out									
Transfer (In) Out	288	116	133	249	537	537	5,484	9.79%	537
Total Other Financing Sources	288	116	133	249	537	537	5,484	9.79%	537
TOTAL EXPENSES	4,769	14,829	35,548	50,377	55,146	55,146	346,914	15.90%	55,146
Increase/(Decrease) to Fund Balance	20,243	8,777	83,227	92,004	112,247	112,247	362,886	30.93%	112,247

Tahoe Transportation District CIP Fund Statement of Operations July 1, 2023 through September 30, 2023

			CIP F	und		A	ctual vs Budget					Program	YTD			
	July	Aug	Sept	Aug & Sept	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans, IMH, SMH, Warrior Way, Upgrade	SMART	Hazard Plan	Transit Ops Projects	Program Total
Revenues																
Capital Grant & Contributions																
Surface Transportation Program (STP)	10,138	7,718	75,311	83,030	93,168	93,168	3,467,032	2.69%	8,553	6,677	3,760	74,178				93,168
Congestive Mitigation & Air Quality (CMAQ)	30	887	2,928	3,815	3,845	3,845	252,500	1.52%	3,845							3,845
Fish & Wildlife Services Fund							187,981									
US Dept of Transportation - SMART			3,576	3,576	3,576	3,576	1,301,696						3,576			3,576
Highway Infrastructure Pgm (HIP)							566,081	0.00%								
Infrastructure - COVID	36	124	174	299	335	335	28,375	-100.00%			335					335
Office of Emergency Services (CalOES)	111	3,079	5,126	8,205	8,316	8,316	42,671	19.49%						8,316		8,316
Federal Transportation Administration							2,348,292	0.00%								
Transportation Alternative Programs (TAP)	1,218	1,611	886	2,497	3,715	3,715	413,643	0.90%			3,715					3,715
CA Sustainable Transportaiton Planning	54	272	1,311	1,583	1,637	1,637	278,343	0.59%				1,637				1,637
Prop 1B								-100.00%								
Washoe County	64	85	47	131	196	196	21,771	0.90%			196					196
Douglas County	218	63	2,559	2,622	2,840	2,840	19,736	14.39%				2,840				2,840
Contributions	58	1,100	1,812	2,911	2,969	2,969	40,506	7.33%			197			2,772		2,969
Total Capital Grants & Contributions	11,927	14,939	93,731	108,670	120,597	120,597	8,968,627	1.34%	12,398	6,677	8,203	78,655	3,576	11,088	0	120,597
Special Items																
Interest Revenue	334	324	303	627	961	961	2,700	-100.00%			746	215				961
Total Special Items	334	324	303	627	961	961	2,700	-100.00%	0	0	746	215	0	0	0	961
TOTAL REVENUES	12,261	15,264	94,034	109,297	121,558	121,558	8,971,327	1.35%	12,398	6,677	8,949	78,870	3,576	11,088	0	121,558
Expenses																
Personnel	6,918	7,903	7,051	14,954	21,872	21,872	471,141	4.64%	3,381	6,389	7,457	3,246		1,399		21,872
Contract Services	4,593	5,382	81,973	87,355	91,948	91,948	6,048,396	1.52%	8,624			76,240		7,084		91,948
Reproduction & Printing				,		· ·	4,800	0.00%								
Rent Meeting Room							2,300	0.00%								
Supplies							2,700	0.00%								
License & Permits							28,500	0.00%								
Advertising / Outreach							4,200	0.00%								
Postage							1,500	0.00%								
Utilities								100.00%								
Professional Services	37	1,026	1,819	2,845	2,882	2,882	103,109	2.80%				110		2,772		2,882
Administrative Fees								100.00%								
Bank Fees	6	6	11	17	23	23	180	12.53%			18	5				23
Training							10,000	0.00%								
Travel - Per Diem			1,606	1,606	1,606	1,606	900	178.39%					1,606			1,606
Travel - Commercial Air			1,538	1,538	1,538	1,538	0	-100.00%					1,538			1,538
Travel - Auto			176	176	176	176	1,670	10.53%	50				126			176
Miscellaneous								100.00%								
Dues & Subscriptions				,			265	0.00%								
ICAP - 10%	675	778	935	1,713	2,388	2,388	30,154	7.92%	343		746	336	325	11 255		2,388
Total Operating	12,228	15,097	95,108	110,205	122,433	122,433	6,709,815	1.82%	12,398	7,028	8,220	79,936	3,595	11,255	0	122,433

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Tahoe Transportation District CIP Fund Statement of Operations July 1, 2023 through September 30, 2023

			CIP Fu	nd		A	ctual vs Budget					Program	YTD			
	July	Aug	Sept	Aug & Sept	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)		SMART	Hazard Plan	Transit Ops Projects	Program Total
Capital Outlay																
Equipment over \$5000							2,576,950	0.00%								
Equipment under \$5000							40,000	0.00%								
CIP Over \$5000								100.00%								
Reimb Capital Expenses							(2,616,950)	0.00%								
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0	0	0	0	0	0	0	0
Other Financing Sources																
Preventive Maint (In)								100.00%								
Capital Outlay (In) Out							2,616,950	0.00%								
Transfer (In) Out	(295)	(151)	(1,367)	(1,518)	(1,813)	(1,813)	(357,958)	0.51%		(351)		(1,276)	(19)	(167)		(1,813)
Total Other Financing Sources	(295)	(151)	(1,367)	(1,518)	(1,813)	(1,813)	2,258,992	-0.08%		(351)		(1,276)	(19)	(167)	0	(1,813)
TOTAL EXPENSES	11,933	14,946	93,741	108,687	120,620	120,620	8,968,807	1.34%	12,398	6,677	8,220	78,660	3,576	11,088		120,620
	1,555	14,540	50,741	100,007	120,020	120,020	0,000,007	2.0470	12,350	5,077	0,220	70,000	3,370	11,000		110,010
Increase / (Decrease) to Fund Balance	328	318	293	610	939	939	2,520	37.24%	0	0	729	210	0	0	0	939

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Tahoe Transportation District Transit Fund Statement of Operations July 1, 2023 through September 30, 2023

		TO Fund Activity			Ac	t	Program YTD		
			_			YEAR TO	Board Approved		Transit
Revenues	July	Aug	Sept	Aug & Sept	1st Qtr	DATE	Budget	Var %	Operations
Grants & Contributions									
FTA 5311	57,771	71,657	83,399	155,056	212,827	212,827	1,221,708	17.42%	212,827
FTA 5307	336,753	423,997	376,623	800,620	1,137,373	1,137,373	5,460,558	20.83%	1,137,373
FTA 5310							98,544	100.00%	
TDA - LTF							1,314,067	0.00%	
TDA - STA							590,378	0.00%	
TDA - SGR LCTOP							95,555	0.00% 100.00%	
NV State Parks			85,000	85,000	85,000	85,000	85,000	100.00%	85,000
El Dorado County	35,936				35,936	35,936	120,000	29.95%	35,936
Solar Renewable Energy Credits			(2,395)	(2,395)	(2,395)	(2,395)	20,000	-11.98%	(2,395)
Sac Emergency Clean Air								100.00%	
Hybrid Voucher Incentive Pgm								0.00%	
Contributions								100.00%	
Total Grants & Contributions	430,460	495,654	542,627	1,038,281	1,468,741	1,468,741	9,005,810	16.31%	1,468,741
Charges for Services									
FareBox Revenue								100.00%	
Pass Sales								100.00%	
Advertising Revenue								100.00%	
Total Charges for Services	0	0	0	0	0	0	0	100.00%	0
Special Items									
Sale of Fixed Assets							1,500	0.00%	
Miscellaneous	13,363	11	6	17	13,379	13,379		-100.00%	13,379
Insurance Claim Revenues	23,971				23,971	23,971		100.00%	23,971
Interest Revenue	6,169	5,307	4,975	10,283	16,452	16,452	33,500	49.11%	16,452
Total Special Items	43,503	5,318	4,981	10,299	53,802	53,802	35,000	153.72%	53,802
Pass Through Revenue								100.00%	
TOTAL REVENUES	473,963	500,972	547,608	1,048,580	1,522,543	1,522,543	9,040,810	16.84%	1,522,543
Expenses									
Operating									
Personnel	300,813	318,211	356,423	674,634	975,447	975,447	5,014,195	19.45%	975,447
Contract								100.00%	
Vehicle Fuel	25,203	31,024	28,084	59,108	84,312	84,312	375,000	22.48%	84,312
Sales Tax on Fuel	57 544	F0 F05	157	157	157	157	1,000	15.70%	157
Repair and Maintenance Insurance	57,541 8,561	58,595 20,736	87,226 19,426	145,821 40,163	203,362 48,723	203,362 48,723	1,245,590 369,204	16.33% 13.20%	203,362 48,723
Reproduction & Printing	427	20,750	13,420	40,105	48,723	48,723	5,325	8.02%	48,723
Facility Rent	16,819	16,731	14,213	30,943	47,762	47,762	181,553	26.31%	47,762
Facility Utilities	6,615	8,447	13,250	21,697	28,312	28,312	202,600	13.97%	28,312
Telephone	3,876	2,826	1,736	4,562	8,438	8,438	37,920	22.25%	8,438

Tahoe Transportation District Transit Fund Statement of Operations July 1, 2023 through September 30, 2023

			TO Fu	nd Activity			Act	ual vs Budget		Program YTD
								Board		
						YEAR T	0	Approved		Transit
	July	Aug	Sept	Aug & Sept	1st Qtr	DATE		Budget	Var %	Operations
Expenses Continued										
Supplies	7,670	4,290	4,298	8,589	16,259	16,2	59	73,450	22.14%	16,259
Advertising & Public Relations	3,614	286	751	1,037	4,651	4,6	51	75,000	6.20%	4,651
License & Permits	427		108	108	535	5	35	1,200	44.57%	535
Dues, Subscriptions and Publications	6,666	4,229	4,555	8,784	15,450	15,4	50	196,080	7.88%	15,450
Professional Services	20,863	27,726	17,474	45,200	66,062	66,0	62	415,160	15.91%	66,062
Bank Fees	474	468	546	1,014	1,488	1,4	88	7,200	20.67%	1,488
Training	870		2,899	2,899	3,769	3,7	69	26,625	14.15%	3,769
Travel	404	902	3,216	4,118	4,523	4,5	23	29,455	15.35%	4,523
Reimbursed Travel									-100.00%	
Miscellaneous Expenses	1,937	421	560	981	2,918	2,9	18	55,325	5.27%	2,918
ICAP - 10%	29,181	32,920	36,899	69,819	99,000	99,0	000	440,000	22.50%	99,000
Depreciation/Amortization/Warranty	53,919	52,352	51,049	103,401	157,320	157,3	20	639,360	24.61%	157,320
Total Operating	545,881	580,165	642,870	1,223,034	1,768,915	1,768,9	15	9,391,242	18.84%	1,768,915
Capital Outlay										
Equipment under \$5000								40,000	0.00%	
Disposal of Fixed Assets									100.00%	
Reimbursed Capital Expenses									100.00%	
Total Capital Outlay	0	0	0	0	0		0	40,000	0.00%	0
Other Financing Sources										
Capital Outlay (In) Out								(2,616,950)	0.00%	
Transfer (In) Out	7	35	1,234	1,269	1,276	1,2	76	352,474	0.36%	1,276
Total Other Financing Sources	7	35	1,234	1,269	1,276	1,2	76	(2,264,476)	-0.06%	1,276
Pass Through Expenses		_				-			100.00%	
TOTAL EXPENSES	545,888	580,200	644,104	1,224,303	1,770,191	1,770,1	.91	7,166,766	24.70%	1,770,191
Increase / Decrease) to Fund Balance	(71,924)	(79,228)	(96,496)	(175,724)	(247,648)	(247,6	48)	1,874,044	-13.21%	(247,648)
										l i

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Tahoe Transportation District Parking Systems Fund Statement of Operations July 1, 2023 through September 30, 2023

			D								-
	I		Parking Sys	tem Activity			ctual vs Budge Board	ι <u> </u>	Pa	rking System	s
	July	Aug	Sept	Aug & Sept	1st Qtr	YEAR TO DATE	Approved Budget	Var %	PS Ops	PS NC	Program YTD
Revenues	_										
General Revenues	_										
Contributions	_				_			100.00%			
Total General Revenues	0	0	0	0	0	0	0	100.00%	0	0	0
Charges for Services	_										
Parking Ops - Meters	105,641	96,053	61,256	157,308	262,949	262,949	468,400	56.14%	262,949		262,949
Parking Ops - Events	4 277	4 (71	450	450	450	450	1,600	28.13%	450	12 402	450
Parking Non Compliance Total Charges for Services	4,377 110,018	4,671 100,724	4,444 66,149	9,115 166,873	13,492 276,891	13,492 276,891	45,000 515,000	29.98% 53.77%	263,399	13,492 13,492	13,492 276,891
-											
Special Items Interest Revenue	1,261	1,240	1,163	2,404	3,665	3,665	14,000	26.18%	3,665		3,665
Total Special Revenues	1,261	1,240	1,163	2,404	3,665	3,665	14,000	26.18%	3,665	0	3,665
TOTAL REVENUES	111,279	101,964	67,313	169,277	280,556	280,556	529,000	53.04%	267,064	13,492	280,556
-											
Expenses	7 401	C 800	7.005	12,800	21 277	21 277	76 227	28.04%	11 224	10 152	21 277
Personnel Contracts	7,481	6,890	7,005	13,896	21,377	21,377	76,227 267,495	28.04% 1.22%	11,224	10,153	21,377
Professional Services	486	933	3,260 491	3,260 1,423	3,260 1,910	3,260 1,910	40,110	4.76%	3,260 1,125	785	3,260 1,910
Insurance	480	333	451	1,425	1,510	1,910	40,110	100.00%	1,125	785	1,510
Telephone	174	160	160	320	494	494	1,500	32.97%	247	247	494
Subscriptions, Publications,		100	100	520			1,500	52.5770	2.17	2.7	
Dues	194	30	33	64	257	257	175	147.09%	129	129	257
License & Permits	_						200	0.00%			
Equipment Not Transferred	_						14,200				
Supplies	_						2,000	0.00%			
Repairs & Maintenance							4,700	0.00%			
Admin Fees	11,002	10,072	6,615	16,687	27,689	27,689	51,500	53.77%	26,340	1,349	27,689
Travel - Auto	_	30	29	59	59	59	200	29.41%	29	30	59
Bank / CC Fees	2,500	3,611	3,184	6,794	9,295	9,295	20,000	46.47%	9,295		9,295
Misc Fees	_							100.00%			
Depreciation	21.020	21 720	20 770	42 502	64.241	64.241	470 207	100.00%	51.640	12 (02	64,341
TOTAL OPERATING EXPENSES	21,838	21,726	20,778	42,503	64,341	64,341	478,307	13.45%	51,648	12,693	64,341
Capital Outlay	_										
Equipment over \$5000	_							100.00%			
Equipment under \$5000					_			100.00%			
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0	0	0
Other Funding Sources - Revenue Revenues	s										
Capital (In) Out								100.00%			
Transfers (In) Out	_							100.00%			
Total Other Financing Sources	0	0	0	0	0	0	0	100.00%	0	0	0
Total Expenses and Other		a	ac								
Funding Sources	21,838	21,726	20,778	42,503	64,341	64,341	478,307	13%	51,648	12,693	64,341
Increase /(Decrease) to Fund Balance	89,441	80,239	46,535	126,774	216,215	216,215	50,693	426.52%	215,416	799	216,215

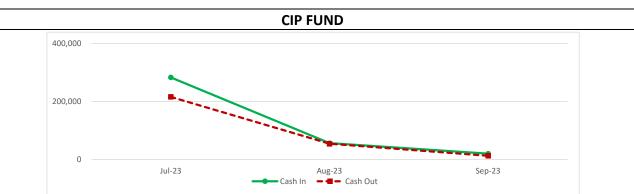
JS/ja





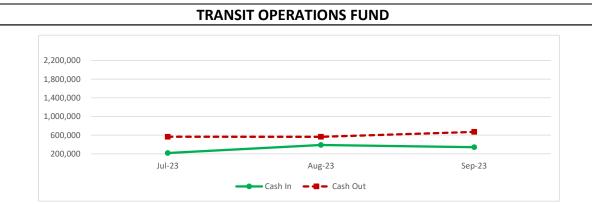
			Transfer from other funds for			Contri-		Misc
Cash In Source	Total	RCMF	PR Liab	ICAP	Admin Fees	butions	LOC	Receipts
Jul-23	201,262	3,370	155,813	29,856	11,002	0		1,221
Aug-23	204,940	15,266	145,124	33,698	10,072	0		779
Sep-23	216,847	0	158,665	37,836	6,615	12,500		1,231
					Vondor			

					Vendor		
Cash Out Source	Total	Net Payroll	PR Liabilities	Match To CIP	Payments	LOC	Net
Jul-23	426,061	12,508	377,815.92	288.48	35,448.98		(224,800)
Aug-23	177,459	21,743	139,405.75	115.51	16,194.71		27,481
Sep-23	188,455	21,299	153,911.84	114.55	13,129.13		28,392



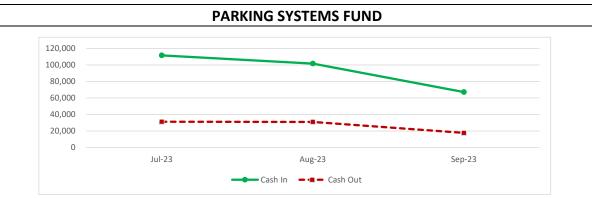
					NDOT -			
			TRPA	Caltrans -	STBG &		Contrib	
Cash In Source	Total	FTA	Prop 1B	US 50 & ZEB	INFRA	CalOES	/Other	Match
Jul-23	282,794	225,707	0	7,962	48,496	0	334	295
Aug-23	56,265	2,837	0	2,873	50,080	0	324	151
Sep-23	20,060	0	0	7,032	5,500	5,877	303	1,348
Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP			Net
Jul-23	215,664	5,604	3,941	675	205,444			67,130
Aug-23	54,213	5,071	2,832	778	45,531			2,052
Sep-23	12,641	4,390	2,661	937	4,653			7,420

Tahoe Transportation District Enterprise Funds Cash Flow July 1, 2023 through September 30, 2023



						Farebox			Sale of
				TDA incl	Insurance	Contri-	Misc		Fixed
Cash In Source	Total	FTA 5307	NDOT 5311	SGR	Claims	butions	Receipts	Interest	Asset
Jul-23	217,898	0	65,889	118,351	23,971	0	3,415	6,049	224
Aug-23	389,754	313,520	70,927	0	0	0	0	5,307	0
Sep-23	341,728	336,753	0	0	0	0	0	4,975	0

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Match	Net
Jul-23	565,186	192,441	135,496	29,181	208,061	7	(347,288)
Aug-23	564,308	184,215	139,807	32,920	207,331	35	(174,554)
Sep-23	669,758	204,484	154,006	36,899	273,135	1,234	(328,029)



		Parking Meter	Non-Comp	Contri-	Misc	
Cash In Source	Total	Rev	Revenue	butions	Receipts	Interest
Jul-23	111,597	105,679	4,657	0	0	1,261
Aug-23	101,667	96,129	4,298	0	0	1,240
Sep-23	67,149	61,728	4,258	0	0	1,163

Cash Out Source	Total	Net Payroll	PR Liabilities	Payments	Admin Fees	Net
Jul-23	31,217	6,250	3,023	10,942	11,002	80,380
Aug-23	30,961	4,846	2,045	13,998	10,072	70,706
Sep-23	17,697	5,007	1,998	4,077	6,615	49,451

Grar	it Status Repo	ort	December 2023											
	Funder	Work Program	Grant Name	Project	\$\$ R	equested	Min Match %		Match \$\$	Match From	Submitted	Award Date	Awarded?	Status
		4.7 - Transit	2023 Regional Grant							Transportation Development				
1	тмро	Operations	Program	Free to User Transit Program	\$	1,000,000	11.47%	\$	129,561	Credits	Yes-12/2022	23-Apr	Yes	Awarded - Pending Agreement
2		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	Yes	Awarded - Pending agreement
3		4.3 - Capital Equipment	FY2023 5339(b) Low No	Capital Vehicles and Equipment	¢	3,400,000	15%	Ś		Transportation Development Credits	Yes - 04/2023	Jul-23	Yes	Awarded - Pending agreement
4		3.1 - SSCRP	2023 Regional Grant Program-NV	US-50 - Revised Design Phase		2,975,962	5%		,	Toll credits/	Yes - 6/2023	Fall 2023		Awarded - Pending Agreement

JS/ja



Connecting our communities

MEMORANDUM

Date:	November 30, 2023
То:	Tahoe Transportation District (TTD) Board of Directors
From:	TTD Staff - Jim Marino, Capital Program Manager
Subject:	Recommend the TTD Board Authorize Issuance of a Contract Award to Parametrix for the Planning and Conceptional Design Services for the Intelligent Transportation System Sensor and Software Project and Authorize the District Manager to Execute a Two-Year Agreement at an Amount Not to Exceed \$866,163

Action Requested:

It is requested the Committee recommend the TTD Board:

- 1) Award a contract to Parametrix of Reno, Nevada in an amount not to exceed \$866,163 for the planning and conceptual design of Intelligent Transportation System (ITS) sensor-based equipment and software; and
- 2) Authorize the District Manager to execute the contract upon receipt and acceptance of all required contractual submittals.

Fiscal Analysis:

All expenditures associated with these items for the fiscal year (FY) are contained in the approved FY24 budget from funding awarded from US Department of Transportation (USDOT) Strengthening Mobility and Revolutionizing Transportation (SMART) Program via funding agreement #SMARTFY22N1P1G41.

Work Program Impact:

All work associated with these efforts 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.

Background:

The Lake Tahoe Regional Transportation Plan (RTP) provides for advancement in technology improvements pertaining to transportation and is supported by the 2015 Tahoe Basin Intelligent Transportation Systems Strategic Plan, which advances implementation of technology to address the needs and challenges around tourism, adverse weather and road conditions, safety, and environmental concerns.

To this end, TTD applied for USDOT Stage 1 SMART Program funding for the purposes of developing an approved plan for ITS based infrastructure at each of the Basin's entry and exit points, as well as directional changes within the internal corridors of the Basin for purposes of collecting vehicle trip data so that agencies can be better informed of the impacts to the local and regional transportation system. The overall intent of the project is to initially collect data to establish actual visitation information, then in later iterations, expand into user experience applications that will provide real time information to users for roadway congestion, weather, construction, emergencies, closures, real time parking availability, transit schedules and times, and recreational access.

TTD was successful in its application and is one of 59 agencies across the United States to be awarded funds (\$1,489,000). The Stage 1 awards are for planning, design elements, and prototype testing only and do not contain any funding for construction or implementation. However, Stage 2 funding which is earmarked for construction is only eligible to Stage 1 grantees via a separate grant application process. Pending completion of the Stage 1 scope, TTD will be in a very good position to be eligible for Stage 2 funding.

Discussion:

TTD's agreement with USDOT for the Stage 1 funding was executed on September 15, 2023. In anticipation of the agreement with USDOT, TTD staff also released a Request for Proposals (RFP) for the project on the same date.

The RFP closed at 3:00 p.m. Friday, October 13 with one submittal received. An evaluation team, comprised of TTD staff and TRPA staff, evaluated the proposal from Parametrix and deemed the consultant qualified to perform the scope of work contained within the RFP.

Successful cost negotiations with Parametrix concluded on November 14, 2023, and as such, staff is recommending award of a contract to perform services and scope as shown in Appendix A of the attached agreement. The cost of services provided by Parametrix are within the grant funding limits. Upon completion of the evaluation and planning portion of the project, Parametrix will assist in the sensor procurement strategy and oversee the installation and testing of the prototype sensors. The balance of the grant funds will be used to procure and install the prototype sensors and for staff time. The grant does not require match funds.

The SMART Program funding requires the Stage 1 projects be completed and submitted to USDOT no later than March 15, 2025, and as such, awarding this contract is essential to maintaining schedule.

Additional Information:

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

Attachment:

A. Draft Contract

AGREEMENT FOR SERVICES BETWEEN TAHOE TRANSPORTATION DISTRICT AND PARAMETRIX

This Agreement for Services ("Agreement") is entered into as of this 6th day of December 2023 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("District") and Parametrix, ("Contractor"). District and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for two (2) years.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Eight Hundred Sixty-Six Thousand One Hundred and Sixty-Three Dollars and No Cents (\$866,163.00)**, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, 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. Reuse of such work product or deliverables shall be at District's sole risk and without liability to Contractor.

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

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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 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. Notwithstanding anything in this Agreement to the contrary, Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services performed by Contractor.

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

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

SECTION 11. PREVAILING WAGE LAWS.

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, <u>et seq</u>., as amended, and

in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

SECTION 14. CONFLICTS OF INTEREST.

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

(b) District understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non- related services for other governmental agencies and private parties. Contractor is unaware of any stated position of District relative to such projects. Any future position of District on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor,

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

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

SECTION 16. INDEMNIFICATION.

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

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

(c) <u>Indemnification from Subcontractors.</u> Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as

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additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

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

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the General Manager. Contractor agrees to provide District with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

(b) <u>Termination for Cause</u>. If District notifies Contractor of a default under Section 21 "Default" and Contractor fails to cure the default within the reasonable 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) <u>Property of District</u>. Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor's possession shall be returned to District. Contractor shall furnish to District a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages 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: James Marino PO Box 499 Zephyr Cove, NV 89448
To Contractor:	Parametrix Attn: Hicham Chatila 9190 Double Diamond Parkway Reno, NV 89521

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 General Manager or

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his or her designated representative. The General Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the General Manager's contracting authority under District's ordinances, rules and regulations.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The General Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the General Manager's contracting authority under the District's ordinances, rules and regulations.

All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

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

SECTION 28. BINDING EFFECT.

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

SECTION 29. FEDERAL PROVISIONS.

District will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" shall control. In addition, the Federal Highway Administration's Required Contract Clauses for Federal Aid Construction Projects (FHWA Form 1273, revised October 23, 2023; <u>https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf</u>) 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 subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 31. LAW TO GOVERN; VENUE.

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

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 33. ENTIRE AGREEMENT.

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

SECTION 34. SEVERABILITY.

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

SECTION 35. CONFLICTING TERMS.

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

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

TAHOE TRANSPORTATION DISTRICT

Carl Hasty District Manager

ATTEST:

Judi Allen Clerk of the Board

APPROVED AS TO FORM

Mary Wagner Interim General Counsel

Parametrix

By: Roger Flint – COO

Ву: _____

Its: _____

Its: _____

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A" SCOPE OF SERVICES



RFP 2023-003

Planning, Design, Software Prototyping and Evaluation for ATMS Data Aggregation Plan - Lake Tahoe Basin Roadways Smart Grant Program – Stage 1

SUBMITTED TO: TAHOE TRANSPORTATION DISTRICT DATE: OCTOBER 13, 2023

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BOARD AGENDA ITEM: VII.B. FPC AGENDA ITEM: III.B.



October 13, 2023 Tahoe Transportation District Attn: Judi Allen 128 Market Street, Suite 3F Stateline, NV 89449

1. Cover Letter

RE: Planning, Design, Software Prototyping and Evaluation for ATMS Data Aggregation Plan - Lake Tahoe Basin Roadways Smart Grant Program – Stage 1 | RFP #2023-003

Dear Judi and Members of the Selection Committee,

Parametrix is excited to support the Tahoe Transportation District (TTD) and your regional partners in advancing technology solutions to meet the complex transportation needs of the Lake Tahoe Region. The Strengthening Mobility and Revolutionizing Transportation (SMART) grant provides an important opportunity for the region to collect and utilize real-time travel data to better understand transportation needs and plan for innovative multimodal solutions. We are committed to developing an effective planning and implementation framework that meets regional goals and positions TTD for success with future phases of SMART grant funding.

Our team is led by Hicham Chatila, who brings over three decades of global experience leading the development and implementation of technology solutions to advance livable community goals. He specializes in intelligent transportation system (ITS) technologies and emerging mobility solutions, using the power of automated data collection and machine learning to streamline public agency analytical processes and enhance decision-making. Hicham is supported by Principal in Charge Cole Mortensen, who brings a deep understanding of the Tahoe Region from his years of leadership at the Nevada Department of Transportation (NDOT), as well as being instrumental in the delivery and implementation of the first ATMS system in the state of Nevada as part of Project NEON in Las Vegas. Hicham is further supported by Amy Cummings, who brings over a decade of experience in building agency partnerships across Northern Nevada, and Dan Doenges, who offers a proven track record of successful federal grant administration and excellence in transportation planning. Parametrix' specialists in data analytics and artificial intelligence include Josh Ahmann, Amir Almotahari, and Ashik Rahman.

Our approach is crafted to accomplish the rigorous technical analysis and robust agency collaboration need to accomplish TTD's goals for this project. Our schedule is aligned with the compressed timeline required by the SMART grant. By initiating early and continuous communication with the partner agencies, we will be able to expedite collaborative decision making regarding the location and type of sensors to be used in the prototype testing. These decisions will be informed by community input made possible by a transparent public process, utilizing digital resources and stakeholder meetings.

The initial Evaluation and Data Plan will be developed within 90 days. Our analysis will assess and integrate the many existing available types of transportation data, including existing traffic and bicycle/pedestrian counts, transit ridership information, and modeled estimates. We will facilitate discussions about regional data access and sharing needs to determine which platform will be most effective for long term operations. We will evaluate a range of sensor types based on their functionality, accuracy, reliability in adverse weather conditions, and cost-effectiveness. During the prototyping phase, sensor locations will prioritize the seven roadway access points into the Tahoe Basin. Considerations for sensor placement will include right-of-way availability, maintenance access, power and internet connectivity, and permitting feasibility, among other factors. We will also assist TTD in testing the installed sensors and central software application to make sure that the system is working as planned and data is collected and presented accurately.

CONTINUED ----->



9190 Double Diamond Parkway • Reno, NV 89521 | 775.993.5731 | Parametrix.com

Over the course of the project, our team will develop the draft and final Data Aggregation Implementation Plan in accordance with the SMART grant schedule requirements. This plan will assess the progress and lessons learned from the sensor demonstration program and establish a framework for the long-term expansion and use of real-time data collection and analysis. We will support TTD in regular reporting to the US Department of Transportation throughout.

Our team offers the full complement of leading-edge technological expertise and local knowledge needed to help TTD successfully implement the Phase 1 SMART grant and advance the state of the planning practice throughout the Lake Tahoe Region using integrated, real-time transportation data. This will be done in compliance with the US Department of Transportation's (USDOT) SMART grant requirements. We will position TTD and the region for a Phase 2 SMART grant implementation award. Parametrix understands the unique needs for agency collaboration and community engagement in this complex regulatory and sensitive natural environment and will advance this initiative in a manner that builds a broad base of public support. We are committed to the highest level of responsiveness and client service for TTD.

Sincerely, Parametrix

John Willis, PE CEO 503-416-6075 jwillis@parametrix.com

We acknowledge receipt of Addendum #1 on October 3, 2023, and Addendum #2 on October 4, 2023.



JM/ja

BOARD AGENDA ITEM: VII.B. FPC AGENDA ITEM: III.B.

775.993.5731

2. Qualifications and Experience of the Firm

The Parametrix team includes the local knowledge and specialized technical expertise required for successful implementation of the TTD SMART grant.

Parametrix is the prime consultant, led by a proven and experienced project manager and innovation leader in the transportation technology field, Hicham Chatila. Principalin-charge Cole Mortensen, stakeholder outreach lead Amy Cummings, and planning and grant compliance lead Dan Doenges bring extensive local knowledge and experience collaborating with the diverse partner agencies in the Tahoe Region. Technology lead Mark Yand and data analytics lead Josh Ahmann are industry leaders with proven track records of success. Parametrix is assisting other agencies plan and implement SMART grant projects in full compliance with USDOT's requirements including the system engineering and data management plans. Hicham is an ITS industry leader with a wealth of technical knowledge. He will guide TTD and its stakeholders on the available technologies and ecosystems related to smart sensors and software as a service (SaaS) and non-SaaS platforms, in addition to the pros and cons of each solution.

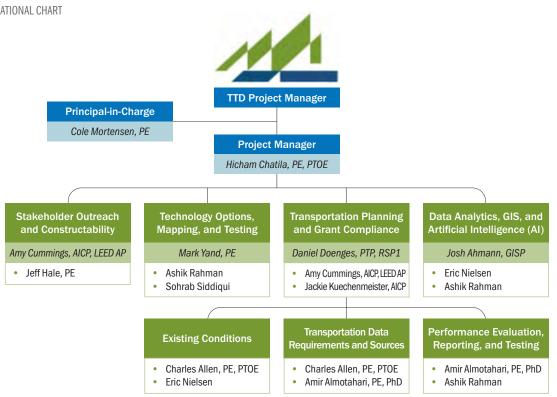
Operating for over 54 years, Parametrix is a 100-percent employee-owned firm dedicated to providing quality engineering, planning, and environmental sciences services. We have over 700 professionals providing multidisciplinary services, including the following:

- Intelligent transportation system solutions
- Multimodal transportation planning and design
- Environmental/NEPA investigations and documentation
- Big Data Analytics including SaaS solutions
- SMART grant planning and implementation
- Community engagement and visualization

With offices Nevada and California, Parametrix offers a local team with national expertise. Thirteen employee owners are based in Nevada, and 14 are located in Berkeley, CA.

We are committed to excellence and client service in all that we do. Our company purpose is closely aligned with that of TTD: to help clients and partners create vibrant, sustainable communities and restore the health of the planet for future generations.

🔍 9190 Double Diamond Parkway, Reno, NV 89521



Parametrix

Parametrix

BOARD AGENDA ITEM: VII.B. FPC AGENDA ITEM: III.B.

ORGANIZATIONAL CHART

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Jser Review, Analyze and Storage of Data

ata Aggregation

g Data to Externa (General Public)

TAHOE TRANSPORTATION DISTRICT → ATMS Data Aggregation Plan - Lake Tahoe Basin Roadways Smart Grant Program - Stage 1

Key Personnel Participation

We are familiar with the unique regulatory and community engagement needs of the Tahoe Region. Parametrix team members bring experience in collaborating with TTD as well as parter agencies Tahoe Regional Planning Agency (TRPA), NDOT, Caltrans, FHWA CFLHD, and local governments. As a firm, Parametrix facilitated a robust engagement process with partner agencies and the general public for the Washoe County Tahoe Transportation Plan. Individual team members have vast experience partnering during their time with other agencies in Northern Nevada.

	ă	Internal Classify	Pushi Usel	Const	
Project Name Client	Key Personnel		Cla		Ú
Thurston Smart Corridors	Hicham Chatila; Mark Yand;				
Intercity Transit	Sohrab Siddiqui	V	V	V	V
Smart Mobility and Traffic Data Support Services	Hicham Chatila; Josh	./	./		
SDOT	Ahmann	V	V	V	
Cloud- and AI-based Smart Sensors and Connected	Hicham Chatila; Amir				
Vehicles - SMART Grant	Almotahari; Amy	\checkmark	\checkmark		\checkmark
RTC of Southern Nevada	Cummings; Eric Nielsen				
Smart and Connected Infrastructure Technologies -	Hicham Chatila; Ashik				
SMART Grant Support Services	Rahman; Mark Yand	\checkmark	\checkmark	\checkmark	\checkmark
Sound Transit and SDOT					
Regional Traffic Management Center Systems	Hicham Chatila; Ashik				
Engineering and Benefit Cost Analysis	Rahman	\checkmark	\checkmark		\checkmark
Kootenai Metropolitan Planning Organization (KMPO)					
Transportation Technology Advisory Services	Hicham Chatila; Ashik				./
SDOT	Rahman	V	V	V	V
Tahoe Transportation Plan	Amy Cummings; Amir				
Washoe County	Almotahari; Eric Nielsen;	\checkmark	\checkmark	\checkmark	\checkmark
	Charles Allen				
Big Data Transportation and Emissions Analytics	Hicham Chatila; Josh	\checkmark			
Environmental Defense Fund (EDF)	Ahmann; Ashik Rahman	•			

HICHAM CHATILA PE, PTOE | WA PE #27374 Project Manager

YEARS OF EXPERIENCE: 35 WITH PARAMETRIX: 2

Hicham is a hands-on professional engineer with over 35 years of experience specializing in transportation technology and emerging smart-city solutions for connected and livable communities. Hicham has managed small, large, and showcase projects in North America and internationally. He has earned a reputation for guiding his clients to achieve award-winning and cost-effective results by leveraging technology and engineering innovations. Hicham has assisted clients globally plan and implement smart sensor and ITS infrastructure projects to automate the big data collection, integration, and analytics. Hicham is currently supporting clients in planning, implementing, and testing USDOT SMART grant solutions.

Relevant Experience

- SMART Grant Phase 1 Support | City of Seattle | PM
- FY2022 SMART Grant | RTC of Southern Nevada | PM
- Thurston Smart Corridors | Intercity Transit | PM
- Smart Mobility and Traffic Data Support Services | SDOT | PM
- Cloud- and Al-based Smart Sensors and Connected Vehicles SMART Grant | RTC of Southern Nevada | PM
- Smart and Connected Infrastructure Technologies SMART Grant Support Services | Sound Transit and SDOT | PM

"Hicham is very easy to work with and is a strong project leader and manager with tremendous ITS practical experience. Hicham provided the right direction to ensure that both our technical and political needs were met."





COLE MORTENSEN

Principal-in-Charge YEARS OF EXPERIENCE: 20 📕 WITH PARAMETRIX: 1

Cole is a transportation engineer with experience in management and administrative positions in the transportation industry. In his roles with NDOT. Cole has been involved in various aspects of project delivery from inception through delivery. As Assistant Director of Engineering, Project Management Chief, and Assistant Project Management Chief, Cole has provided political and technical guidance and leadership on some of the Department's largest and most complex projects, including innovative delivery methods like Design-**Build and Construction**

Manager at Risk (CMAR). In his time in the Project Management Division, Cole was instrumental in implementing the first ATMS installation as

Relevant Experience

part of Project NEON.

- ▶ I-15/Project Neon NEPA/ EIS and Phase 1 Preliminary Design and Design-Build Delivery | NDOT | PM and PM Administration
- US 95/CC-215 Centennial Bowl Interchange | NDOT | PM
- SR 28 FLAP Bike Path CMAR | NDOT | PM Administration



AMY CUMMINGS AICP, LEED AP

eholder Outreach and Constructability/ **Transp. Planning and Grant Compliance** YEARS OF EXPERIENCE: 24 📕 WITH PARAMETRIX: 2

Amy is an innovative transportation leader with 20 years of experience in Nevada who has helped shape many transformative infrastructure investments across the state. Amy collaborated with the Lake Tahoe regional partners during her decade as the Director of Planning for the RTC of Washoe County, where she was a member of the Trans-Sierra Coalition and helped advance regional mobility solutions. Amy now leads the Parametrix Nevada transportation planning practice. She brings a deep understanding of regional transportation issues in Northern Nevada and the

Lake Tahoe Region. She is committed to excellence in community engagement and has demonstrated the ability to build consensus for transportation solutions among diverse stakeholders and agency partners.

Relevant Experience

- Douglas County Safe Route to Schools (SRTS) | Douglas County | PM
- Public Participation Processes (CAMPO) | Carson City | PM
- FY2022 SMART Grant | RTC of Southern Nevada | Grant Writer
- Washoe County Tahoe Transportation Plan| Washoe County | PM



EFF HALE takeholder Outreach and Constructability YEARS OF EXPERIENCE: 32 📕 WITH PARAMETRIX: 1

Jeff has over 32 years designing, managing, and delivering transportation projects in Nevada. He spent 19 years with NDOT working in the Road Design, Construction and Project Management Divisions, then 6 years with the RTC of Washoe County as the Director of Engineering and Construction, leading teams in the delivery of the largest construction program in the RTC's history. More recently Jeff has performed stakeholder outreach for NDOT's project to convert 46 miles of US-95 north of Las Vegas to I-11. Jeff also directed the ITS, traffic signal optimization, and creation of a virtual traffic operations center for Northern Nevada. Through Jeff's

work in developing projects that dramatically change transportation corridors, he has a deep understanding of the importance of communication and outreach with a project's stakeholders and the valuable contribution they have in project delivery.

Relevant Experience

- I-11 Feasibility Study on US-95 from Kyle Canyon to Mercury NDOT | Deputy Project Manager
- Veterans Parkway (Southeast) Connector) Connecting Sparks to South Reno | Washoe RTC | Project Director
- Virginia Street through Mid-Town Reno Complete Street and BRT Project | Washoe RTC | Project Director

For more than 30 years, Mark has provided support to state

and regional planning councils

implementation of technologies

to enhance, improve, manage

and monitor congested

transportation corridors.

His experience includes the

modeling of complex corridors,

data collection, transportation

analysis, strategic planning and

design. He has managed the

planning and design of critical

projects to agencies across the

greater Puget Sound Region as

well as clients across the US. His

experience with transit agencies

on the planning, design and

Technology Options and Mapping YEARS OF EXPERIENCE: 30 📕 WITH PARAMETRIX: 8 across the US, including RTA, Pace Transit, AC Transit, Lane departments of transportation, Transit, C-Tran, Pierce Transit, transit agencies, cities, counties King County Metro, Community

MARK YAND

Relevant Experience

Transit and Sound Transit.

Advanced Traffic Management System (ATMS) | WSDOT | Principal-in-Charge

Transit, Kitsap Transit, Intercity

- Thurston Smart Corridors | Intercity Transit | PM
- Seattle Integrated Corridor Management (ICM) | City of Seattle | Technical Analyst
- King County Metro RapidRide Program | King County Metro | PM





ASHIK RAHMAN Technology Options and Mapping/Data Analytics, GIS, and Al/Performance Evaluation, Reporting, and Testing YEARS OF EXPERIENCE: 3 WITH PARAMETRIX: 1

Ashik's work has encompassed projects involving LiDAR technology, multimodal transportation solutions, **GIS-T** (Geographic Information Systems for Transportation), human factors research. Advanced Driver Assistance Systems (ADAS), and the operation of Connected and Autonomous Vehicles (CAV). This experience allows him to utilize data to develop innovative technologic options in planning and implementation for clients.

Relevant Experience

- Drayage Related Grant Support Services | Environmental Defense Fund (EDF) | Engineer
- Transportation Technology Plan Support Services | HNTB Corporation | Engineer
- SMART Grant Phase 1 Support| City of Seattle | Engineer
- I-40 Corridor Study Arizona
 State Line to Atrisco Boulevard|
 NMDOT | Engineer



SOHRAB SIDDIQUI Technology Options and Mapping YEARS OF EXPERIENCE: 11
WITH PARAMETRIX: 2

Sohrab's area of specialization encompasses a broad range of transportation-related fields, including signal and illumination design, signal timing, transit signal priority, as well as both macroscopic and microscopic vehicular and pedestrian traffic simulation. Moreover, he has significant experience in conducting traffic impact assessments. In addition to his transportation expertise, Sohrab brings extensive capabilities in data analysis to the table. He has finely tuned his data analysis skills through the use of advanced statistical software and a methodical approach to spreadsheet analysis. His

aptitude in this domain equips him to extract valuable insights and drive data-driven decisionmaking across various contexts.

Relevant Experience

- Interstate Bridge Replacement Program | WSP USA Inc. | Traffic Modeling
- Thurston Smart Corridors Implementation On-Call| Iteris Inc. | TSP Performance Analysis
- Tacoma Dome Link Extension Phase 2| HDR Engineering, Inc. | Event Analysis
- Downtown and NE 124th Street Pedestrian Safety Improvements| DKS Associates | Civil Design



DANIEL DOENGES

Transportation Planning and Grant Compliance YEARS OF EXPERIENCE: 23 WITH PARAMETRIX: 1

Dan has over 20 years of transportation planning experience in the public sector, including a Director role of a metropolitan planning organization (MPO). He has led several multimodal planning studies achieving consensus across multiple stakeholders at the local, regional, and state levels. He has led grant application efforts for several US DOT grants, many of which have resulted in a funding award. Dan embraces the use of data and technological tools to support project justification, prioritization, implementation, and performance.

Relevant Experience

- Active Transportation Data Collection Program | Regional Transportation Commission of Washoe County | Project Lead (for RTC Washoe)
- US DOT Safety Data Initiative Grant | Regional Transportation Commission of Washoe County | Project Lead (for RTC Washoe)
- Electric Vehicle and Alternative Fuel Infrastructure Advanced Mobility Plan | Regional Transportation Commission of Washoe County | Project Lead (for RTC Washoe)



JACKIE KUECHENMEISTER AICP Transportation Planning and Grant Compliance

YEARS OF EXPERIENCE: 18 WITH PARAMETRIX: 5

Jackie is a community and transportation planner with 18 years of experience, focusing on regional multimodal transportation networks, transportation corridors, transit, sustainability, and community planning projects. She has extensive experience in performing existing conditions inventories and analysis, alternatives development and evaluation, and recommended improvement programming for a range of multimodal transportation studies. She has served as principal author for numerous planning and technical documents, including a wide variety of discretionary

grant applications. Jackie has served various roles in grant application processes, including proposal management, technical support, graphics production/GIS, and quality control reviews.

Relevant Experience

- FY2022 SMART Grant | RTC of Southern Nevada | PM
- One Nevada Transportation Plan TO #5| Jacobs Engineering, Inc. | PM
- Grant Writing TO #1 | NDOT | PM
- Douglas County Safe Route to Schools (SRTS) | Douglas County | Transportation Planner





CHARLES ALLEN PE, PTOE | ID PE #16951; NV PE #029745; UT PE #8527125-2202; PTOE, #3904 Existing Conditions/Transportation Data Requirements and Sources YEARS OF EXPERIENCE: 15 WITH PARAMETRIX: 15

Charles has 15 years of experience providing holistic transportation solutions for multi-disciplinary projects. His talents include program support, statewide planning, traffic simulation and forecasting, GIS, crash data analysis, and research skills. Charles provides ongoing support for UDOT's TravelWise program and will bring critical experience regarding research and policy for travel demand management, micro-mobility, mobility as a service, and air quality issues. Charles frequently works with large statewide data sets and managed the UDOT Managed Lanes Manual update which evaluated statewide

opportunities more efficient use of roadway infrastructure. Currently Charles is managing a year-long effort to gather seasonal traffic data in Park City, Utah.

Relevant Experience

- Douglas County Safe Route to Schools | Douglas County | Existing Conditions Analysis and Site Assessment
- I-40 Corridor Study Arizona
 State Line to Atrisco Boulevard |
 NMDOT | Traffic Lead
- Washoe County Tahoe Transportation Plan | Washoe County | Traffic and Parking Lead
- TravelWise Program | UDOT | Operational Analysis and Support



AMIR ALMOTAHARI PE, PHD | NV PE#031170 Transportation Data Requirements and Sources/Performance Evaluation and Reporting YEARS OF EXPERIENCE: 10 WITH PARAMETRIX: 3

Amir is a seasoned transportation engineer experienced in a wide range of transportation planning projects, spanning from statewide and regional planning endeavors to corridor studies, multimodal and transit assessments, feasibility studies, and discretionary grant applications with a keen focus on technology integration. Amir excels in devising innovative and data-driven solutions, specifically tailored for tasks such as needs assessment, performance evaluation, and alternatives analysis, providing instrumental support for advancing new technologies. He brings a wealth of expertise and technical support to drive planning

projects forward in dynamic and fast-paced environments. Amir also possesses proficiencies in traffic analysis and simulation, travel demand modeling, benefit-cost analysis, and robust research skills.

Relevant Experience

- FY2022 SMART Grant | RTC of Southern Nevada | Grant Writer
- Washoe County Tahoe Transportation Plan | Washoe County | Existing Conditions Analysis
- USDOT SMART Grant | RTC of Washoe County | Grant Support
- McCarran Boulevard Corridor Study | CA Group, Inc | Existing Conditions Analysis



OSH AHMANN GISP | GISP #44040

YEARS OF EXPERIENCE: 20 WITH PARAMETRIX: 11

Josh is a data analyst and planner with 20 years of GIS, database, and web development experience in support of land use, transportation, and environmental planning projects. As a trained planner, Josh understands the concepts and processes associated with transportation planning and blends this knowledge with his GIS and database expertise to develop innovative solutions. A focus of Josh's work is the efficient collection, storage, and dissemination of transportation planning data. ESRI, the primary GIS software company in the United States, has recognized Josh and his team as one of

a handful of ArcGIS Online Specialty users in the western United State for their use and innovation in developing web mapping applications.

Relevant Experience

- RMR Campus Capacity & Mapping Effort | Corgan Associates, Inc. | Data Management Design
- Interstate Bridge Replacement Program | WSP USA Inc. | GIS Lead
- Wasatch Summit Program | Utah Transit Authority | GIS Lead



ERIC NIELSEN Data Analytics, GIS, and Al/Existing Conditions

YEARS OF EXPERIENCE: 4 📕 WITH PARAMETRIX: 2

Eric is a transportation planner with experience supporting a variety of public agencies with ArcGIS. He creates user-friendly maps and exhibits to support community engagement and technical report preparation He is an innovative researcher who can effectively collect data, synthesize meaningful results from analyses, and develop graphically enhanced presentations, maps, and reports. Eric's relevant skills include ArcGIS proficiency, geodatabase and map creation, data acquisition and processing, and community demographic analysis. Eric is skilled in data analytics used

to support transportation and land use decisions.

Relevant Experience

- FY2022 SMART Grant | RTC of Southern Nevada | GIS Specialist
- Tahoe Rim Trail 2023 WCPP Grant | NDOT | GIS Specialist
- One Nevada Transportation Plan TO #5| Jacobs
 Engineering, Inc. | GIS
 Specialist
- Washoe County Tahoe Transportation Plan | Washoe County | GIS Specialist
- Rural County Engagement Revitalization Plan | NDOT | GIS Specialist



TAHOE TRANSPORTATION DISTRICT → ATMS Data Aggregation Plan - Lake Tahoe Basin Roadways Smart Grant Program - Stage 1



Thurston Smart Corridors | Intercity Transit | Olympia, WA October 2021 – Current **\$188,000**

REFERENCE: ERIC PHILLIPS, DIR. OF STRATEGIC PROGRAMS | 510 PATTISON STREET SE, OLYMPIA, WA, 98507 | 360.705.5885

Parametrix is working with Intercity Transit and project partners, including the Washington State Department of Transportation (WSDOT), Cities of Olympia, Lacey, Tumwater, Thurston County, and the Thurston Regional Planning Council, to plan, design and implement smart technologies in multiple corridors in Thurston County. The Smart Corridors will include smart sensor and control technologies that improve the management of the corridors for all modes, improve safety, and provide improved transit travel time and reliability. **A key component of the Smart Corridors Project is the implementation of an automated near real-time data collection system that provides corridor and intersection data using a cloud-based dashboard that is accessible by all project partners.** The dashboard provides near real time data on corridor travel time performance, transit priority operations, traffic volumes, areas of congestion and signal operations.

The dashboard is used to plan, design, and implement technologies that improve corridor operations. Parametrix is currently utilizing the dashboard data to design and implement multimodal traffic operations and transit signal priority improvements along the Martin Way Corridor using EMTRAC technology.

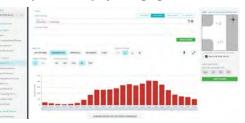


Smart Mobility and Traffic Data Support Services | SDOT | Seattle, WA January 2022 – December 2022 \$50,000

REFERENCE: JASON CAMBRIDGE, TECHNOLOGY & DATA MANAGER | 700 5TH AVE, STE. 3800, SEATTLE, WA, 98104 | 206.684.5703

Parametrix is providing technical consultancy support services to the City of Seattle to plan and deploy emerging multimodal

smart traffic sensor solutions to enhance safety and livability throughout the city. The following technologies are being evaluated and implemented on key intersections and corridors in the city: advanced traffic signal control strategies and technologies; a cloud-based emergency vehicle preemption using artificial intelligence (AI) and cloud computing; real-time AI based video analytics, connected vehicles, and C-V2X for road safety applications; automated traffic data systems and big data analytics.







August 2022 – November 2022 = \$50,000

REFERENCE: ANGELA BROOKINS, SR. FINANCIAL ANALYST | 600 S. GRAND CENTRAL PKWY, STE. 350, LAS VEGAS, NV, 89106 | 702.676.1901

Parametrix proposed an advanced cloud and Al-based smart sensor and connected vehicle concept to enhance safety and improve multimodal corridor mobility. The City of Las Vegas and RTC adopted our proposed concept and retained Parametrix to prepare and submit a SMART grant application. Parametrix prepared all the technical and non-technical requirements for the grant including a detailed task, schedule, and cost estimate for the grant. The RTC was awarded this grant. **The project elements included a robust smart sensor infrastructure that will provide the city a 24/7/365 situational awareness and multimodal traffic insights along key intersections and corridors**, such as counts, speeds, near miss analytics, transit performance metrics, etc. It will integrate priority for emergency response vehicles.



Smart and Connected Infrastructure Technologies — SMART Grant Support Services | Sound Transit/SDOT | Seattle, WA September 2022 – August 2023 = \$120,000

REFERENCE: JASON CAMBRIDGE, TECHNOLOGY & DATA MANAGER | 700 5TH AVE, STE. 3800, SEATTLE, WA, 98104 | 206.684.5703

Parametrix is the lead consultant supporting Sound Transit and the City of Seattle plan and implement a recently awarded SMART grant application. Parametrix led the development of the technology concept and preparing the SMART grant. Sound Transit in partnership with the city was awarded the grant. **The project elements include smart sensor evaluation and recommendations, smart communication systems (C-V2X solutions), advanced signal systems, and data analytics platform.** The City retained Parametrix to assist in the planning and management of this Grant application to confirm timely execution and reporting per USDOT grant requirements, and to position the city and sound transit for SMART Phase 2.



BOARD AGENDA ITEM: VII.B. FPC AGENDA ITEM: III.B.



Regional Traffic Management Center Systems Engineering and Benefit Cost Analysis | KMPO | Coeur d'Alene, ID

January 2022 – May 2023 📕 \$160,000

REFERENCE: GLENN MILES, EXECUTIVE DIRECTOR | 250 NORTHWEST BLVD, STE. 209, COEUR D'ALENE, ID, 83814 | 208.930.4164

Parametrix provided technical support services for the planning and system engineering of a regional traffic management center in the Coeur d'Alene, Idaho region. **The project included the planning and system engineering of field sensors and ITS devices in addition to the central hardware and applications for the proposed regional traffic center.** In addition, we provided site layouts, utilities, and visualization analysis for the project and a benefit cost modeling analysis compliant with federal grant requirements.

ITS Maturity Levels Concept



Transportation Technology Advisory Services | SDOT | Seattle, WA April 2023 – Current **\$**250,000

REFERENCE: JASON CAMBRIDGE, TECHNOLOGY & DATA MANAGER | 700 5TH AVE, STE. 3800, SEATTLE, WA, 98104 | 206.684.5703

Parametrix is providing planning and technical services to **develop a roadmap towards the future state of the City's advanced transportation infrastructure.** The program includes developing a smart mobility maturity framework that will guide the City's transition over the next few years. In addition, the aims to develop future technology and operations concepts using several emerging technology enablers such as generative AI, real-time video perception and prediction, connected vehicle C-V2X, and data automation and analytics.





Tahoe Transportation Plan | Washoe County | Washoe County, NV February 2022 – June 2023 **\$90,203**

REFERENCE: DAVID SOLARO, PROJECT MANAGER/ASST. COUNTY MANAGER | 1001 E. NINTH STREET, RENO, NV, 89512 | 775.328.3624

Parametrix developed a multimodal transportation plan for Incline Village and Crystal Bay in Washoe County. The project addresses the environmental and travel demand patterns that are unique to the Lake Tahoe Basin. The primary focus of the study is pedestrian and bicycle safety and includes improving bus stops and multiuse paths near local schools. The project included a combination of in-person and digital outreach. **An online survey and interactive map were used to gather hundreds of location specific comments from members of the community to guide the development of the study.** Parametrix also facilitated an advisory committee to create new partnerships between NDOT, Washoe and Placer counties, RTC of Washoe County, TTD, and the Tahoe Regional Planning Agency (TRPA).

3. Technical Approach

The TTD was awarded a USDOT SMART grant to plan and prototype a traffic data collection and management system along key corridors in the Lake Tahoe Basin. The project is a regional partnership, which spans two states and five counties within the Tahoe Basin. The project will focus efforts on the roadways entering/leaving the Tahoe Basin and the interior corridors. The roadway network entering, traveling within, and leaving the Tahoe Basin lacks the infrastructure required to acquire real time and historical traffic and congestion data. This grant and technology project may be a great opportunity to leverage support from regional partners such as NDOT to utilize technology to provide safety and operational improvements.



TRANSIT AT SAND HARBOR STATE PARK

The Tahoe Region faces unique transportation challenges in a highly environmentally sensitive ecosystem. As a worldclass destination, Lake Tahoe attracts millions of visitors each year. This includes national and international visitors that stay near the Lake for extended periods in resorts or vacation rentals, as well as day visitors from surrounding metro regions in California and Nevada. Visitation levels and travel patterns shift seasonally, driven by Lake access in the summer and ski resort access in the winter.

The year-round base population of about 55,000 residents does not experience typical peak period commuting patterns. The greatest traffic impacts are from visitation and recreation rather than work trips. Employers in the region also rely on commuters from surrounding jurisdictions to fill a variety of job types.

As TTD and regional partners plan to improve transportation safety and mobility, there is a need to optimize the existing transportation infrastructure. Due to the imperative to protect the health of the Lake and regional ecosystem, transportation investments focus on promoting active transportation, public transit, and using existing paved areas more efficiently, rather than building new roadway capacity. Using ITS solutions to improve traffic operations will have significant benefits for the region. Multimodal investments will also benefit from accurate data that documents and needs for and benefits of planned improvements.



Data collection and analysis in the region has been constrained by the high cost of purchasing equipment, lack of cell service coverage and internet connectivity, challenges providing reliable electricity in remote areas, the large scale of geographic area, and the challenges of sharing data among the many partner agencies in an efficient manner.

This SMART grant will support TTD and the regional partners in collecting accurate count data at each entry point into the Basin, which can be analyzed by season, mode, and time of day. It will further establish the framework for long-term data collection across the region and integrating the multiple transportation data sources for efficient use by the partner agencies. It will advance the region toward achieving real-time parking availability information for motorists and improving the ease of transit use, walking, and bicycling. Other long term uses include sharing information about weather hazards, closures, construction, or crashes.

This project will plan and implement an advanced data collection and management system to improve roadway data accuracy, consistency, and ease of analysis to generate insights into the travel patterns in and out of the Lake Tahoe Basin. This is needed to understand the extensive seasonal visitation and address peak demand, including road user travel volumes and patterns. This will create a resource to help evaluate road user safety, particularly for vulnerable road users such as bicyclists and pedestrians. Accurate vehicle counts will help TTD and TRPA develop baseline data and track progress toward reducing vehicle miles traveled (VMT) and Greenhouse Gas (GHG) emissions. The data will be used to optimize available parking and transit use and aid in communication with the traveling public.

Phase 1 of the SMART grant project is intended to plan, prototype, test, and evaluate a limited deployment for a data collection sensor infrastructure and management system to enhance the user travel experience. The Evaluation and Data Plan is an expedited 90-day initiative of Phase 1. This project will provide the needed data and insights to facilitate betterinformed regional planning and operations for the Lake Tahoe Basin, culminating in the Data Aggregation Implementation Plan. Once the Phase 1 concept is prototyped and evaluated, it will be scaled to provide larger coverage across key corridors in the Lake Tahoe Basin. This will be accomplished under a Phase 2 USDOT SMART grant funding.

The overall project approach is detailed in the following sections.

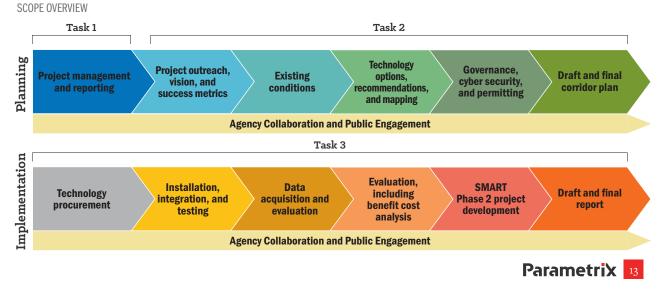
Task 1. Project Management

We understand that the Parametrix project manager must work in close collaboration with the TTD project manager and leadership team. Hicham is committed to being readily available to TTD and prioritizing effective and ongoing communication throughout. This will allow us to address changing circumstances in a timely manner. Hicham will guide TTD and partners to achieve the goals of the SMART grant and its requirements.

"Appreciate Hicham's persepctive and vast experience in ITS. He is highly regarded in the industry. Hicham is always quick to respond, and communication is great."

- Jason Cambridge, Technology and Data Manager, City of Seattle

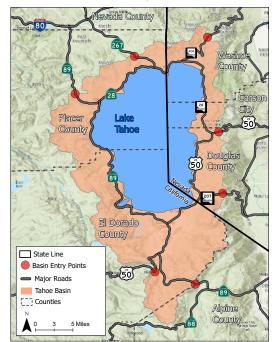
We will focus on keeping the project on task, schedule, and budget. A project management plan will be developed within 60 days to establish a clearly defined schedule for critical tasks and deliverables. We understand the firm 18-month schedule requirements for SMART grant project delivery. Coordination will include a partner agency kick-off meeting, bi-weekly team meetings with TTD and other key agency staff, and monthly progress reports. Parametrix utilizes BST



management and reporting software that simplifies weekly tracking of project tasks and expenditures.

We will support TTD in compliance with USDOT SMART grant requirements. Our Parametrix team member Dan Doenges brings highly successful experience in administering grants with the Office of the Secretary of Transportation and will support TTD in maintaining compliance with reporting and schedule requirements. Documentation will include quarterly reports for the end of March, June, September, and December, as well as an annual report. Other USDOT required documents include:

- Evaluation and data management plan within 90 days of the grant award
- Implementation report within one year of receiving the grant award
- Performance reporting
- Participation in a USDOT program evaluation



TAHOE BASIN ENTRY POINTS

TASK 2: Plan Development (Linking Tahoe Corridor Connection Plan Update)

This task is focused on developing a plan for the project that details what will be implemented, why it is being implemented, and how it will be implemented. It includes collecting relevant data; meeting with key stakeholders; research, studies, and analysis of the corridors; identification of data sources and technology recommendations. This task is broken down into the following subtasks.



SR 28 LAKE TAHOE EAST SHORE TRAIL

Task 2.1: Agency and Stakeholder Engagement

Objectives: To establish effective collaboration and communication channels with key agencies and stakeholders, ensuring their active participation and alignment with project goals.

Description: Parametrix brings a team with experience in serving the unique Lake Tahoe Region. We understand that successful implementation will rely on close collaboration and consensus with the TRPA, NDOT, Caltrans, Federal Highway Administration, five California and Nevada counties, the City of South Lake Tahoe, Central Federal Lands Highway Division, US Forest Service, Nevada Division of State Parks, California State Parks, the numerous local government agencies that provide transportation services in the region, a number of public utility districts, and non-profit community organizations.

We propose a core agency technical team that includes representatives of TTD, TRPA, NDOT, and Caltrans. Because these entities plan for and operate roadway connections into the Tahoe Region, it is critical that we have seamless coordination regarding program goals, objectives, strategies, implementation framework, and development of inter-agency agreements. This team will meet monthly throughout the process and guide decision making.

We will convene stakeholder workshops at key points during the study process that include the broader group of state, local, federal, and non-profit partners. The workshops will be held at the following milestone points: project kick-off and goal-setting, review existing conditions and technology options, discuss recommendations and agency roles and responsibilities, and coordinate pilot implementation.

One-on-one meetings with partner agencies and stakeholders will also be an important tool for understanding the needs and priorities of each entity.



TAHOE TRANSPORTATION DISTRICT —> ATMS Data Aggregation Plan - Lake Tahoe Basin Roadways Smart Grant Program - Stage 1



WASHOE COUNTY TAHOE TRANSPORTATION PLAN PUBLIC OUTREACH EVENT

Task 2.2: Community Engagement

Objectives: To engage the public and to gather valuable input and feedback to inform project decision-making and foster a sense of ownership and transparency.

Description: Parametrix will develop a Public Outreach/ Education Plan to provide effective involvement of numerous community organizations and the general public in the Tahoe Region, including residents, commuters, and visitors. The plan encompasses both digital and in-person engagement strategies aimed at gathering input on transportation data priorities and providing updates on project progress. We will maintain an informative online presence, offering project details, a pre-recorded presentation video, and opportunities for public comments through surveys and interactive maps. Throughout this process, we will implement the public outreach plan, maintain a schedule for public meetings, engage various stakeholders, monitor public interests, concerns, and support, and develop informative website content, presentations, and other means of interaction. We will also coordinate messaging with partner agencies and share information at advisory committees and other transportation-related or community planning meetings.

Task 2.3: Existing Conditions Analysis

Objectives: To assess the current transportation conditions within the Lake Tahoe Basin to understand traffic patterns, challenges, data gaps and opportunities for improvement.

Description: The existing conditions analysis serves to establish the purpose and identify needs that tie to the technology implementation. By harnessing a diverse range of data sources, including historical records from agencies and emerging big data sources, we will gain comprehensive insights into traffic patterns, origin-destination demands, and other critical transportation dynamics in the Lake Tahoe Basin. Various data sources will be employed to support the existing conditions analysis, including but not limited to:

The NDOT TRINA provides a platform for accessing historical traffic-related information, facilitating informed decisionmaking and policy development. This tool enables users to explore traffic counts and other essential traffic metrics.



SCREEN CAPTURE OF TRINA

Parametrix has access to Replica, a powerful urban planning and mobility data platform. Replica offers valuable origin-destination data that can be instrumental in identifying gaps and requirements for future data collection efforts.



SCREEN CAPTURE OF REPLICA

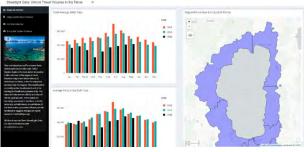
The Caltrans GIS Data Hub is a central resource for geospatial data managed by the California Department of Transportation (Caltrans). It provides essential AADT data (Annual Average Daily Traffic) and other GIS datasets, supporting transportation planning and infrastructure management across California.



SCREEN CAPTURE OF CALTRANS

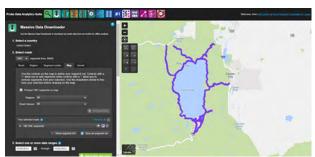


The TRPA's Vehicle Traffic Volumes Dashboard provides a dynamic visualization of traffic data sourced from Streetlight Data for the Lake Tahoe Region. It offers a userfriendly interface with tabs that allow users to delve into traffic volumes from a regional perspective, investigate origins and destinations, focus on specific corridors, or scrutinize entry/exit stations within the region.



SCREEN CAPTURE OF TRE

The Regional Integrated Transportation Information System (RITIS) is a valuable resource for identifying congestion spots through real-time speed data. RITIS provides critical insights into traffic conditions, allowing for targeted responses and traffic management strategies to alleviate congestion and enhance overall transportation efficiency and safety.



SCREEN CAPTURE OF RITIS

In addition, our team will integrate data from existing automatic counters on area trails, transit data from TTD and other providers, and the TRPA travel demand model.

Task 2.4: Trip Generator/Land Use Analysis

Objectives: To analyze land use patterns and trip generation, with the aim of identifying the interplay between land use decisions and transportation behaviors within the region.

Description: Parametrix possesses the capability to leverage TRPA's travel demand model data, in conjunction with the diverse range of data sources mentioned earlier, to conduct a land use and trip generation analysis. By harnessing TRPA's travel demand model data and integrating it with our existing resources, we can generate valuable insights into land use patterns and trip generation within the Lake Tahoe Basin.

Potential Technologies for Evaluation

- Camera-based sensors In-ground traffic
- Automatic person counters on buses
- sensors

Lidar

- Trail counters
- Parking sensors

Evaluation Criteria for Sensor Technology

Accuracy and precision

Compatibility

Reliability

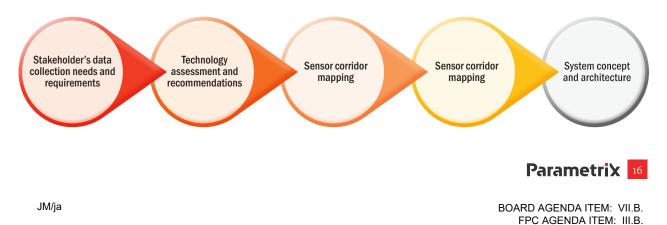
- Cost-effectiveness
- Functionality during snow and wind events

Task 2.5: Sensor and Data Evaluation

Objectives: This task focuses on developing an assessment and recommendation of various sensor technologies that meet the data needs for TTD and stakeholders. This will include development of system architecture and the concept of operations.

Description: The following subtasks and approach are proposed:

Stakeholder Data Collection Needs and Requirements - Our team will work closely with TTD, TRPA, and other partners to understand the different traffic and safety data types to be collected, the frequency of data collection effort, and general locations/ coverage. Success metrics will be defined collaboratively



with the partner agencies to enable measurement of project benefits and transportation trends over time.

- Evaluation and Data Management Plan This subtask is a key SMART grant requirement that should be completed within 90 days from the project's official start. A key objective of the Evaluation and Data Management Plan is the development of key performance metrics and measurable targets to inform whether the Pilot Project meets expectations and if full implementation would meet program goals. It also demonstrates compliance with the USDOT Public Access Plan related to data collected and disseminated during the project. We will develop this document within the first quarter of the project as required by the SMART grant. Approximately one year of system performance evaluation is proposed as part of this project. The Evaluation and Data Management Plan, in collaboration with key stakeholders and users, will specify the key performance indicators (KPIs) proposed for the project, data collection strategy for a before/after evaluation including data sources and collection methodology, and analysis strategy. This includes project goals, data types to be collected and frequency, data storage and analysis methods, and data sharing and dissemination with stakeholders and the public. A list of external factors that may impact data collection, methodology, analysis, and findings will also be included. The proposed data management plan will adopt best industry practices including, but not limited to, implementation of published data specifications and standards; increasing data discoverability and data sharing; and interaction, interoperability, and data integration.
- System Engineering Management Plan (SEMP) This task consists of preparing the following documents:
 - ✓ Systems Engineering Plan
 - ✓ Concept of Operations
 - ✓ System Requirements

The project team will begin this task by preparing the SEMP, which will serve as a guiding document for how the systems engineering tasks and processes will be planned and implemented. The SEMP will help to guide technical decision-making, coordination among technical tasks, risk management, and change management. It will detail stakeholder coordination and involvement in technical decision-making, how work products will be managed and updated and identify the specific relationships in the process. It will also identify roles, responsibilities and relationships of project activities, major decision points and key milestones. Since the SEMP is developed



US 50 NEAR SPOONER SUMMIT

early in the life cycle of the project, it will serve as a living document that will be updated as necessary during the design and deployment of the project.

A Concept of Operations (ConOps) will be developed to provide an overview of the project concept and address in detail each of the technology elements laid out in this grant application, including how the various project elements will function from each key stakeholder's perspective. The ConOps development process will include stakeholder outreach to collect and validate real-world user needs, identify use cases, and their roles and responsibilities. The project team will then develop System Requirements (SyRS) for each of the system elements, including what the systems must accomplish, identifying the subsystems, and defining the functional requirements among the subsystems.

- Technology Assessment and Recommendations There are many types of sensors on the market. Not all of them provide that same functionality and capability. This subtask will provide an analysis and comparison of available sensor technologies in table and accompanying narrative with pros and cons for each. A recommendation will be suggested to TTD that will meet the needs and requirements identified in the previous subtasks of this study.
- Sensor Corridor Mapping After determining the types of sensors that should be deployed on the project corridors, we will conduct a GIS analysis and field review of the corridors to identify the optimal locations install these sensors to maximize the data collection effectiveness. Key considerations for the mapping and location of the sensors include availability of power, existing poles, right-of-way, internet access, elevation, topography, and environmental sensitivity, etc.



Evaluation Criteria for Sensor Locations —

- Right-of-way availability
- Maintenance access topography
- Power access
 Ease of installation
- Internet access
- Environmental permitting feasibility

Elevation and

- Other Data Sources Data sources from other agencies are available, such as vehicle counts and crash data from NDOT and Caltrans in addition to other third-party sources such as location-based data/or GPS (connected vehicle) data. TTD, Placer County, RTC of Washoe County, and other transit providers can contribute transit ridership and vanpool use data. Bicycle and pedestrian count information will be integrated as well. This subtask will define how these various data sources can be integrated, presented, and visualized in a central platform. Irrespective if the central platform is custom built internally or it is a SaaS solution.
- System Concept and Architecture This subtask will develop a project concept of operations that defines how the various pieces are integrated together to deliver the final platform and desired outcomes.

Deliverables:

- User requirements
- Evaluation and data management plan
- System Engineering Management Plan
- Sensor technology evaluation and mapping



SOUTH LAKE TAHOE

Task 2.6: Right-of-Way Assessment and Permitting Evaluation of Technology Improvements

Objectives: The main objective of this subtask is to make sure that any permitting or right of way issues are addressed as early as possible for a smooth and timely installation of the sensors.

Description: This subtask includes two main elements:

- 1. Review and evaluation of the proposed sensor location for any specific permitting requirements. This includes getting permits to install sensors on existing agency infrastructure such as signal poles, light poles, utility poles, etc.
- 2. Identification of any right-of-way issues or concerns at the proposed sensor location.

Due to the budget and schedule constraints for this project, it is recommended that the sensors are located within the existing right-of-way of agencies that are willing to allow the installation of the sensors.

Deliverables: Documentation of right-of-way and permitting needs associated with technology improvement in the Evaluation and Data Plan. This will include immediate actions with timelines that need to be completed, if any.

Task 2.7: Cyber Resiliency Plan Development

Objectives: Make sure the digital solutions on-premises or cloud based include a clear cyber security and resilience plan

Description: The proposed digital infrastructure and platform solution should comply with industry standards and best practices when it comes to privacy, security, and resiliency. For this effort, a plan will be prepared to discuss the following elements:

- Security and privacy policies
- Access control to confirm only authorized users have access to data and systems
- Network security, firewalls and intrusion detection and prevention systems to protect from unauthorized access and attacks.
- End point (edge) device security, includes sensors, communication devices, mobile devices, applications, etc.
- Data encryption to secure data transmission
- Vendor security assessment and certification
- Security testing
- Incident response plan
- Cybersecurity insurance
- Privacy of personal information
- Security awareness and training

The proposed cybersecurity and resiliency plan is focused on the proposed technology systems for the Phase 1 pilot project. These also apply to the future Phase 2 project.

Deliverables: Cyber resiliency chapter of the Data Aggregation Implementation Plan.



Task 2.8: Develop a Governance Charter that Outlines the Multi-jurisdictional Process for Operations and Maintenance and Associated Process and Policies

Objectives: Prepare a roles and responsibilities matrix along with associated agreements for the operations and maintenance of the proposed system. This will include Phase 1 of the SMART grant and the future and larger Phase 2.

Description: With multiple agencies involved and/or affected by the project, it is important that clear roles and responsibilities are identified and agreed to by the affected parties. This subtask will identify key agency's interests, constraints, and requirements in regard to each agency's role for the project. We anticipate holding workshops with partner agencies to discuss the pilot project goals, elements, schedule, and budget and Phase 2 of the potential SMART grant. The desired outcome of the workshops is to define clear roles and responsibilities for the planning, operation/ integration, and maintenance of the project (for Phase 1 and future Phase 2).

The various agreements that need to be developed will be discussed under this task.

The roles, responsibilities, and agreements will be broken down into various project elements, such as field devices (hardware) only, data analytics platform, data storage and access, etc.

Deliverables: Project roles and responsibilities matrix and agreement requirements.

"Hicham's insight into our project and his technical direction has proven to be very valuable in presenting the plan concept to our City Council. Hicham and his team have been able to work seamlessly with stakeholders of varied backgrounds to demonstrate the benefits of the project and to keep moving it forward."

- Bill Hoffman, Project Manager, City of Issaquah

Task 2.9: Draft and Final Plan

Objectives: To develop a plan and a roadmap that will document the user needs/requirements and proposed data collection technology systems and evaluation methods for implementation under task 3 below. The plan will summarize the findings and recommendations developed in the above subtasks.

Description: The current Linking Tahoe Corridor Connection Plan update (LTCCP) and RTP recognize the importance of technology but lack specific details regarding technology implementation. The plan update aims to consolidate the findings and outcomes from previous tasks and subtasks detailed above. This plan will encompass project goals, scope, proposed technologies and their respective locations, system architecture, security measures, governance structure, roles and responsibilities, as well as an implementation schedule. Furthermore, the plan will outline a broader strategy for technology implementation, all with the objective of optimizing the management of roadways, parking facilities, pedestrian and bicycle routes, and transit systems within the Lake Tahoe Basin, particularly during peak travel periods.



SOUTH TAHOE BIKEWAY

The draft report will be shared with the client and key stakeholders for review. Once comments are received, the comments will be incorporated into the document and a final report will be completed and submitted to TTD and agency partners for review.

Deliverables:

- Data evaluation and management plan
- Draft project plan
- Final project plan

Task 3: Prototyping and Testing

The Stage 1 SMART grant's 12-month prototype testing will assess and prioritize investments for the subsequent Phase 2 full system deployment. The Parametrix team will support TTD by offering the following services and other services as needed:





COMMUNITY ENGAGEMENT IN INCLINE VILLAGE

Task 3.1: Stakeholder Input Process and Scheduling

Parametrix will assist in developing the stakeholder participation list, and the timeline for input on various technology elements, including sensor, SaaS demonstrations and data analysis review and comparison. This input will be crucial for incorporating into the Sensor Installation.

Task 3.2: Supply and Provisioning of Sensors

Parametrix will work closely with TTD and assist in the scope development, procurement strategy, and potentially the selection of vendors or system integrators for data collection sensors and software applications. The selection of sensor types will be guided by the Evaluation and Data Plan analysis. We are aware that potential time constraints, potentially arising from supply chain challenges, could affect the lead times for sensor procurement.

Task 3.3: Sensor Installation

Parametrix will assist TTD to oversee the installation of the acquired data collection sensors, ensuring the optimal performance of the sensors in accordance with the SEMP, ConOps, and SyRS. We will conduct testing to verify both sensor accuracy and the smooth operation of the accompanying SaaS platform. As a consultant to TTD, Parametrix will coordinate with the vendors and contractors to confirm the system's end-to-end functionality, aligning with our previous planning efforts.

Task 3.4: SaaS Demonstrations and Data Acquisitions

We will support TTD by organizing and conducting SaaS demonstrations as part of the system validation process. These demonstrations will help verify the SaaS platform's compatibility with the sensors and its ability to effectively manage and analyze the collected data. Simultaneously, data acquisition will commence, ensuring that the sensors generate valuable traffic insights.

Task 3.5: Prototype Testing Report and Benefit Cost Analysis (BCA)

The Prototype Testing Report is a pivotal phase in this project, where we will assess the technology and sensor performance, and will evaluate the data collection process and data aggregation strategy. Parametrix will conduct a BCA to determine cost-effectiveness, quantifying project benefits against costs. This evaluation provides crucial insights into the viability and scalability of the project.

Deliverables:

- Prototype testing and test results memorandum
- Draft project implementation report (submitted within 12 months per USDOT SMART grant requirements)
- Final project implementation report

RFP Requirements

Parametrix does not find any requirements in the RFP that are unacceptable or cannot be performed.

Past, Ongoing, or Potential Conflicts of Interest

Parametrix does not have a conflict of interest as a result of performing the work/services outlined in the RFP's scope of work.



MT. ROSE HIGHWAY NEAR THE TAHOE MEADOWS



4. Schedule

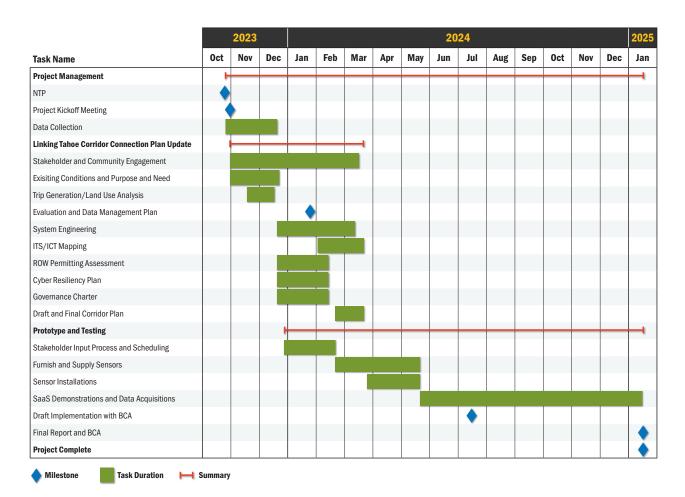
The SMART grant project has specific planning, reporting, and implementation requirements. The project will be completed in 18 months. We have prepared the schedule below to meet this project schedule. We anticipate 6 months of planning activities and 12 months of prototyping, testing, and reporting.

Parametrix is committed to meeting the aggressive schedule established by the SMART grant program. This includes the following major milestones:

- Develop Evaluation and Data Plan within 3 months
- Researching, recommending, and selecting the data collection technology along with field mappings (this should be done in a timely manner to enable the team to meet the prototyping and testing schedule)

A detailed GANTT chart representing the schedule is provided below. This schedule assumes a start date on or before November 1, 2023. It also assumes that TTD's selected contractor will be able to start the sensor procurement and installation in the spring of 2024. This is needed to meet the 7/15/2024 deadline for submitting the draft implementation plan/report, which can only be done after some of the sensors are installed, tested, and collection of data.

We will work with TTD to adjust the schedule to expedite things as much as possible in order to meet the grant deadlines.



Draft Implementation Plan within 12 months



Attachment A

Parametrix does not find any contract provisions unacceptable, and does not have any alternative language or terms to propose.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

_____ Date

Certification regarding Debarment and Suspension

The undersigned bidder or proposer certifies that its principals, affiliates, and subcontractors (if any) are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1. Debarred from participation in any federally assisted Award;
- 2. Suspended from participation in any federally assisted Award;
- 3. Proposed for debarment from participation in any federally assisted Award;
- 4. Declared ineligible to participate in any federally assisted Award;
- 5. Voluntarily excluded from participation in any federally assisted Award; or
- 6. Disqualified from participation in any federally assisted Award.

This certification is a material representation of fact relied upon by TTD. If it is later determined by TTD that the undersigned knowingly rendered an erroneous certification, in addition to remedies available to TTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The undersigned agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this bid or offer is valid and throughout the period of any contract that may arise from this bid or offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Official Name and Title of Authorized Official

Date

EXHIBIT "B" COMPENSATION

P	ara			Parametrix Staff Name	Cole Mortenson	Hicham Chatila	Marriah McCreeny	Mark Yand	Sohrab Siddiqui	Ashik Rahman	Jeff Hale	Dan Doenges	Amy Cummings	Amir Almotahari	Charles Allen	Jennifer John	Josh Ahmann	Erik Nielsen
	I	TAHOE TRANSPORTATION DISTRICT ATMS Data Aggregation Plan ake Tahoe Basin Roadways Smart Grant Progra	am	Role on the Project	Principal in Charge	Project Manager	Project Ad ministratio n	Smart Sensing Infrastructure	Smart Sensing Infrastructure	Smart Sensing Infrastructure	Constructability & Cost Estimation	Transportation Planning & Grant Compiance	Stakeholder Ou treach	Performan ce Evaluatio n	Performance Evaluation	Performance Evaluation	GIS Platform & Analytics	GIS Platform & Analytics
		FEE PROPOSAL and HOURLY RATE SCHEDULE		Hourly Rate	\$361.87	\$406.64	\$135.85	\$348.81	\$160.91	\$107.71	\$315.93	\$258.49	\$317.85	\$160.19	\$226.35	\$309.96	\$183.76	\$112.97
Task	SubTask	Description	Lump Sum Labor Dollars	Labor Hours														
1.0		Project Management	\$ 158,470	469	40	250	80	0	0	0	0	0	99	0	0	0	0	0
	01	Project Management	\$ 158,470	469	40	250	80						99					
2.0		Plan Development (Linking Tahoe Corridor Connection Plan Update)	\$ 505,302	1,830	48	312	16	316	0	40	28	300	204	462	0	0	104	0
	01	Agency and Stakeholder Engagement	\$ 59,049	164	12	72							80					
	02	Community Engagement	\$ 33,173	96	12	24							60					
	03	Existing Conditions Analysis	\$ 15,255	86		6								80				
	04	Trip Generator/Land Use Analysis	\$ 18,902	80								60		12			8	
	05	Sensor and Data Evaluation (ITS/ICT Mapping)	\$ 245,171	926		140		240		40	16	160		290			40	
	06	ROWAssessment and Permitting Evaluation of Technology Improvements	\$ 6,582	20				8			12							
	07	Cyber Resilency Plan Development	\$ 12,237	40		16		8									16	
	08	Governance Charter	\$ 18,388	52	14	14							24					
	09	Draft and Final Corridor Plan	\$ 96,545	366	10	40	16	60				80	40	80			40	
3.0		Prototype and Testing Support Services	\$ 125,899	652	0	54	18	80	120	164	0	0	8	176	0	0	32	0
	01	SAC/PDT Input Process and Scheduling	\$ 5,348	18		10								8				
	02	Supply and Provisioning of Sensors	\$ 7,120	40		8				24				8				
	03	Sensor Installation	\$ 42,361	258		10		16	60	100				40			32	
	04	SaaS Demonstrations and Data Acquisitions	\$ 32,808	174		10		24		40			-	40				
	05	Prototype Testing Report and Benefit Cost Analysis (BCA)	\$ 38,262	162		16	18	40					8	80				
4.0		SMART Grant Phase 2 and O&M cost devvelopment	\$ 59,377	250	0	20	0	20	0	0	0	60	30	120	0	0	0	0
	01	Prepare SMART Grant Phase 2, scope of work, budget narrative, schedule, and For		162		12		-				60	30	60				
	02	Develop phase 2 capital and O&M cost estimates	\$ 19,841	88		8		20						60				
	03		ş -	0				-					-	-				
	04		ş -	0														
	05		\$ -	0				-					-	-				
		Lump Sum Labor Totals	\$849,048	3,201	88	636	114	416	120	204	28	360	341	758	0	0	136	0
		Itemized Reimbursable Expenses	\$17,116															

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Itemized Reimbursable Expenses	\$17,116												
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Reimbursable Expenses Detail:	
1000 Miles @ \$0.655/Mile (Current IRS Rate)	\$ 655
Air Travel - 12 trips @ \$500/flight	\$ 6,000
Lodging at Per Diem - 36 days @ \$107/night	\$ 3,852
Lodging Taxes - 36 days @ 10%/night	\$ 385
Per Diem Meals - 36 days @ \$59/day	\$ 2,124
Car Rental - 12 trips @ \$300/trip	\$ 3,600
Miscellaneous	\$ 500
	\$ 17,116



11/14/2023

JM/ja

1 of 1

EXHIBIT "C" INSURANCE

A. <u>Insurance Coverages</u>. 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:

<u>X</u> 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 as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

<u>X</u> 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.

<u>X</u> 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. <u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:

1. <u>All Coverages</u>.

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. <u>Commercial General Liability and Automobile Liability Coverages</u>.

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. <u>Workers' Compensation Coverage</u>. 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. <u>Other Requirements</u>. 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.

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EXHIBIT "D" FEDERAL PROVISIONS

TTD Finance and Personnel Committee Meeting Agenda Packet - December 6, 2023

TERM B.1 TITLE VI ASSURANCE (Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SMART grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Office of the Secretary (OST), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of the Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SMART award recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SMART grant program:

- The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- 2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SMART Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- 3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
- 4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer

of real property, structures, use, or improvements thereon or interest therein to a Recipient.

- 5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- 6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- 7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.
- 11. The Recipient shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement,

litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any subrecipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT/OST's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT/OST. You must keep records, reports, and submit the material for review upon request to DOT/OST, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SMART grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SMART grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (DOT/OST), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT/OST to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT/OST, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT/OST may determine to be appropriate, including, but not limited to:

 a. withholding payments to the contractor under the contract until the contractor complies; and/or
 b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or DOT/OST may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated Appropriations Act, 2022 (Pub. L. 116-260, Dec. 27, 2020) the Regulations for the Administration of FY 2022 SMART grant program, and the policies and procedures prescribed by the Maritime Administration (DOT/OST) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

TTD Finance and Personnel Committee Meeting

Agenda Packet - December 6, 2023

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

A. Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).