

# TAHOE TRANSPORTATION DISTRICT (TTD)

## FINANCE AND PERSONNEL COMMITTEE

### Meeting Agenda

Tahoe Regional Planning Agency  
128 Market Street  
Stateline, NV

October 1, 2025  
1:30 p.m.

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The Tahoe Transportation District Finance and Personnel Committee (FPC) meeting will be physically open to the public at Tahoe Regional Planning Agency, Stateline, NV 89449 and in accordance with applicable law, Board members may be teleconferencing into the meeting via Zoom Webinar.

Committee members: Lori Bagwell-Chair, Alexis Hill, Brooke Laine, Nick Speal, Raymond Suarez

To attend the TTD FPC Committee and Board Meetings remotely, use the following link:

[https://us06web.zoom.us/webinar/register/WN\\_QafjZZKIR6Kkl\\_WhihqfAg](https://us06web.zoom.us/webinar/register/WN_QafjZZKIR6Kkl_WhihqfAg)

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

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

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

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

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

- A. Roll Call and Determination of Quorum
- B. *For Possible Action:* Approval of Agenda for October 1, 2025
- C. *For Possible Action:* Approval of Minutes for September 3, 2025

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#### **II. PUBLIC INTEREST COMMENTS**

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

### III. DISCUSSION ITEMS

	<u>Page</u>
A. <i>For Possible Action:</i> Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Month of Fiscal Year 2026 Through July 31, 2025 to the TTD Board of Directors	<b>4</b>
B. <i>For Possible Action:</i> Review and Recommend Adoption of Resolutions 2025-004 and 2025-005 Authorizing the Executive Director to Execute Claims for the California Transportation Development Act Funds for the El Dorado County Portion of Lake Tahoe, Including the City of South Lake Tahoe for Transit Operations for Fiscal Year 2026 for Transit Service and Transit Capital Provided by the Tahoe Transportation District to the TTD Board of Directors	<b>21</b>
C. <i>For Possible Action:</i> Recommend the TTD Board of Directors Award a Contract to Infinity Technologies for Information Technology Consulting and Support in an Amount Not to Exceed \$472,080	<b>25</b>
D. <i>For Possible Action:</i> Recommend the TTD Board of Directors Award a Contract to Via Mobility LLC for Microtransit and Paratransit Scheduling and Management Software in an Amount Not to Exceed \$88,000	<b>73</b>
E. <i>For Possible Action:</i> Review and Recommend Approval of the Selection of the Employee Health Benefit Program for the Period December 1, 2025 through November 30, 2026 to the TTD Board of Directors	<b>151</b>
F. <i>For Possible Action:</i> Recommend the TTD Board of Directors Approve the Subrecipient Agreement between the Tahoe Transportation District and the City of South Lake Tahoe for State of California SB125 Transit and Intercity Rail Capital Program Funds for the Purpose of Constructing of a Micro-transit Vehicle Charging Facility	<b>164</b>

### IV. PUBLIC INTEREST COMMENTS

### V. ADJOURNMENT

## **COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS**

This notice and agenda has been posted at the TTD office and at the Stateline, Nevada post office. The notice and agenda has also been posted at the North Tahoe Conference Center in Kings Beach, the Incline Village GID office, the North Tahoe Chamber of Commerce, all teleconference locations listed above, and on the TTD website: [www.tahoetransportation.org](http://www.tahoetransportation.org).

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

### **Nevada Open Meeting Law Compliance**

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

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

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



**TAHOE TRANSPORTATION DISTRICT  
FINANCE AND PERSONNEL COMMITTEE MEETING MINUTES  
September 3, 2025**

**Committee Members in Attendance:**

Lori Bagwell, Carson City  
Brooke Laine, El Dorado County  
Nick Speal, CA Gov Appointee  
Raymond Suarez, SS-TMA (attended remotely)

**Committee Members Absent:**

Alexis Hill, Washoe County

**Others in Attendance:**

Jim Marino, Tahoe Transportation District  
Judi Allen, Tahoe Transportation District  
Peter Kraatz, Tahoe Transportation District  
Leslie Conard, Tahoe Transportation District

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

**A. Roll Call and Determination of Quorum**

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

**B. Approval of Agenda for September 3, 2025**

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

**C. Approval of Minutes for August 11, 2025**

Motion/second by Mr. Speal/Ms. Laine to approve the Committee minutes. The motion passed unanimously.

**II. PUBLIC INTEREST COMMENTS**

No public interest comments were made.

**III. DISCUSSION ITEMS**

**A. Recommend the TTD Board of Directors Award a Contract for Construction of Chimney Beach Pedestrian Crossing Project to Granite Construction Company**

Mr. Kraatz reviewed this item.

Mr. Suarez arrived at 1:39 p.m.

Action Requested: For Possible Action

Mr. Suarez moved to recommend the Board of Directors to award a contract for construction of Chimney Beach Pedestrian Crossing Project to Granite

Construction Company. Ms. Laine seconded the motion. The motion passed unanimously.

- B. Recommend the TTD Board of Directors Approve the Operating Agreement with the South Shore Transportation Management Association for Micro-transit Services within the Tahoe Douglas Transportation District Boundary  
Mr. Marino reviewed this item. Mr. Speal asked if Lake Link and the District are working to integrate the transfers between services. Mr. Suarez noted the existing contractor has been working on it.

Action Requested: For Possible Action

Ms. Laine moved to recommend the Board of Directors approve the operating agreement with the South Shore Transportation Management Association for micro-transit services within the Tahoe Douglas Transportation District Boundary. Mr. Speal seconded the motion. The motion passed, with Mr. Suarez abstaining.

- C. Recommend the TTD Board of Directors Approve the Subrecipient Agreement between the Tahoe Transportation District and the City of South Lake Tahoe for State of California SB125 Transit and Intercity Rail Capital Program Funds for the Purpose of Constructing of a Micro-transit Vehicle Charging Facility  
Mr. Marino reviewed this item. Mr. Speal stated he does not think this project is a good use of these funds. Ms. Bagwell agreed. Mr. Suarez stated he has been engaged with the City, the City has looked at the viability of the project, and he believes the project is a good use of the funds.

Public Comment:

Kira Richardson, TRPA, stated TRPA has reviewed the project and is supportive of the project.

Ms. Bagwell stated she could be comfortable if an attachment with details of the project construction is added to the agreement. Mr. Suarez agrees with this approach, suggested modifying the recommendation to the Board, and added the SSTMA has told the City they are supportive of the project.

Action Requested: For Possible Action

Ms. Laine moved to table the recommendation until the Committee's October 1, 2025 meeting and to direct staff to bring back supporting documentation, such as project milestones and project details. Mr. Speal seconded the motion. The motion passed unanimously.

- D. Informational Update Regarding Tahoe Transportation District's Nevada Department of Transportation's Compliance Review  
Ms. Conard reviewed this item. Mr. Speal asked how ADA visitors are able to use paratransit service. Mr. Jacobs replied a copy of their paratransit application from their home transit agency is all that is needed for eligibility.

Action Requested: Informational Only

**IV. PUBLIC INTEREST COMMENTS**

No public interest comments were made.

**V. ADJOURNMENT**

The meeting was adjourned at 2:48 p.m.

Respectfully Submitted:

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

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





MEMORANDUM

Date: September 25, 2025

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

From: TTD Staff – Joanie Schmitt, CFO

Subject: Review and Recommend Acceptance of the District’s Financial Statement of Operations for the First Month of Fiscal Year 2026 Through July 31, 2025 to the TTD Board of Directors

**Action Requested:**

It is requested the Committee review and recommend the TTD Board of Directors accept the Financial Statement of Operations for the first month of fiscal year 2026 (FY26) ending July 31, 2025.

**Fiscal Analysis:**

TTD is reporting increases to the overall FY26 fund balances of \$43,203 in the General Fund, \$119 in the Capital Improvement Program (CIP) Fund, \$44,732 in the Transit Operations (TO) Fund, and \$102,724 in the Park Tahoe Fund through July 31, 2025.

**Background:**

Staff has completed analyzing financial information for the first month of FY26, ending July 31, 2025. The presentation of the financial information will highlight July activity and continues to detail TTD’s funds: General, CIP, TO, and Park Tahoe (Attachment A).

**Discussion:**

**General Fund –**

Overall, the District ended with an increase of \$43,203 for July activity. The increase can be summarized as follows:

<b><u>District Operations Revenues</u></b>		<b><u>District Operations Expenses</u></b>	
State of Nevada	\$28,875	Personnel	\$20,738
Local Revenues	7,770	Admin Support (ICAP)	(20,029)
Rental Vehicle Mitigation Fees	5,486	Insurance	3,055
Administrative Fees	12,493	Rent, incl. Utilities	3,692
Contributions	0	Telephone	1,724
Miscellaneous	0	Professional Services	716
Interest	<u>1,838</u>	Dues, Subscriptions, Fees	1,477
		Supplies	1,320
		Transfer - Grant Match	129
		Legal Fees	0
		Travel	0
		Other	<u>437</u>
<b>Total Revenues</b>	<b>\$56,462</b>	<b>Total Expenses</b>	<b>\$13,259</b>

JS/ja

AGENDA ITEM: IV.A.  
FPC AGENDA ITEM: III.A.

FY25 Update – The General Fund closed FY25 with an increase to the General Fund balance of \$220,640 prior to any audit adjustments. The main reasons why the increase was higher than the budgeted amount of \$36,202 include decreases to:

- Personnel costs (Mr. Hasty’s retirement),
- Repairs to TTD’s front entrance at Market Street,
- Miscellaneous Expenses which included \$20,000 in unused contingency expenses,

And increases to:

- Parking Administration revenues, and
- Rental Vehicle Mitigation Fees, including Jim Bagan Toyota reporting fees that were collected from April 2023 through June 2025 totaling \$8,627. TTD staff are working with TRPA staff to have them report on a quarterly basis.

The increase to the General Fund balance will help to provide cash flow on future CIP construction projects where the grants utilized are mainly on a reimbursement format.

In FY26, TTD is recognizing twelve equal monthly installments for the State of Nevada Biennial appropriation totaling \$28,875 per month, Douglas County’s appropriation of \$4,167 per month, Washoe County’s appropriation of \$3,186.25 per month, and Carson City’s appropriation of \$417 per month. Placer County’s appropriation will be recognized in the final quarter of FY26, totaling \$52,500. Staff would like to thank these agencies for their continued support of TTD and regional transit.

The net result increased the General Fund’s overall fund balance to \$1,555,713, which is \$43,203 more than at the start of the fiscal year.

CIP Fund–

July activity ended with an increase of \$119, resulting from interest earned on project advances, less bank fees of \$5. Below is a brief recap of July activity for the CIP Fund.

<u>Funding Source</u>	<u>Expenditures</u>	<u>Grant Balance</u>
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$0	\$500,572
Hwy Infrastructure Program (HIP) - US 50	0	470,655
Federal Transit Administration (FTA)		
FTA 5339 (NDOT Hazard Assessment)	0	\$74,281
TDA STA Reserve (Match)	0	\$18,570
TDA STA FY25 (Bus/Vehicles Match)	0	\$27,062
FTA 5339 (NDOT) (Support Vehicles)	0	\$29,000
FTA 5339 (FY19) (Bus & Equip)	118,509	\$49,460
TDA STA (FY25)	20,800	0
FTA 5339 (FY20 & FY21) (Bus Facilities)	91,323	\$19,802
TDA STA (FY24 & FY25)	42,181	\$28,819
FTA 5339 (FY24 – FY26) (Bus Facilities)	2,682	\$194,055
TDA STA (FY24) (Bus Stop Match)	670	\$48,513
FTA 5339C (FY18)	0	692,276
FTA 5339C (FY19) (EV Vans)	0	\$1,838,466
US DOT		
SMART	33,445	\$630,421
TRPA - US Fish & Wildlife Service		
Spooner Mobility Hub	18,459	\$96,955

JS/ja

AGENDA ITEM: IV.A.  
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Conserve Nevada		
Thunderbird Cove to Secret Harbor	3,080	\$1,986,049
Tahoe Fund (Match)	342	\$88,450
NDOT		
Recreational Travel Phase II	0	\$111,032
General Fund (Match)	0	\$5,844
TAP – SR 28 North Parking Lots	0	\$808,162
Washoe County Bond Sale (Match)	30,562	\$255,837
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	729	\$1,709,216
NDOT – Facility Plan	184	\$347,463
Douglas County (Match)	10	\$18,254
NDOT – Central Corridor (Chimney)	27,143	\$1,600,082
Tahoe Fund (Match)	1,309	\$196,207
NDOT – Sand Harbor to Thunderbird Cove	1,321	\$2,837,659
Tahoe Fund (Match)	70	\$652,587
NDOT – Corridor Coordination	2,445	\$273,455
General Fund (Match)	129	\$14,392
Bank Fees	<u>5</u>	
Total Expenditures	\$395,398	

FY25 Update – The CIP Fund closed FY25 with a decrease to the CIP Fund balance of \$3,161, prior to any audit adjustments. The decrease resulted from prior years' interest earned, net bank fees, for Washoe County and Tahoe Fund advances that were applied towards FY25 project expenses.

In FY26, TTD purchased two 2025 Ford Transit T-350 gasoline vans for \$272,813 utilizing a FY19 FTA 5339 grant for \$118,509, a FY21 FTA 5339 grant for \$91,323, FY25 STA funds of \$20,800, and FY24 STA funds of \$42,181. The CIP fund transferred the capital assets to the Transit Ops fund where it will be depreciated over five years.

The net July activity resulted in increasing CIP's overall fund balance to \$3,687, which is \$119 more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with an increase of \$44,732 for July activity. The increase can be summarized as follows:

<u>Revenue Detail</u>	<u>Operations</u>
FTA	
5307	\$261,587
5311	\$86,477
5310	0
Rural Transportation Assistance Program (RTAP)	0
Transportation Development Act (TDA)	0
Low Carbon Transit Operations Program	0
Nevada State Parks	0
El Dorado County	0
Calif. SB 125	0
Miscellaneous	23,514
Sale of Capital Asset (scrap)	0
Interest	<u>2,847</u>
<b>Total Revenues</b>	<b>\$374,425</b>

JS/ja

AGENDA ITEM: IV.A.  
FPC AGENDA ITEM: III.A.

**Expense Detail**

Personnel	\$314,962
Fuel/Fuel Tax	32,980
Insurance	20,957
Repairs/Maintenance	13,194
Professional Services/Contracts	5,988
Facility Rent/Utilities/Phone	14,866
Supplies	1,838
Dues, Subscriptions, Member Fees	2,184
ICAP	18,334
Transfer - Grant Match	63,651
Depreciation/Amortization/Warranty	111,148
Advertising/Outreach	300
Training & Travel	19
Capital Outlay	(272,813)
Other Expenses	<u>2,085</u>
<b>Total Expenses</b>	<b>\$329,693</b>

**Increase/(Decrease) \$44,732**

FY25 Update – The TO Fund closed FY25 with an increase to the TO Fund balance of \$4,952,733, comprising mainly of capital assets acquired in FY25 less depreciation (prior to any audit adjustments) and pending the final FY25 TDA STA payment, which is expected to be received in late September or early October. The TRPA Board approved an estimated FY25 amount in December 2024, which may be adjusted upward or downward pending receipt of the final FY25 TDA payment. Staff will advise once known.

In FY26, as mentioned above, the CIP fund transferred two gasoline vans to the TO fund balance sheet “Capital Assets.”

In July, TTD received a FY26 Workers Compensation dividend of \$23,504, which was applied towards farebox for both FTA 5311 and FTA 5307 grants.

FY26 TDA revenue will not be recognized until TRPA’s Board approves TTD’s FY26 application later this calendar year. At that time, equal monthly installments will be recorded.

The net result increased Transit’s overall fund balance for the year to \$17,511,925, which is \$44,732 more than at the start of the fiscal year.

**Park Tahoe Fund-**

The Park Tahoe Fund experienced an increase of \$102,724 for July activity. The recap is as follows:

<b>Park Tahoe Revenues</b>		<b>Park Tahoe Expenses</b>	
Parking Meters	\$120,812	Personnel	\$7,006
Parking Event Fees	0	Contracts	0
Parking Non-Compliance	4,120	Professional Services	455
Contributions	0	Insurance	0
Interest	<u>1,951</u>	Telephone	176
		Admin Fees	12,493
		Bank/Credit Card Fees	3,759
		Subscriptions, Dues	70
		Supplies	0
		Amortization	195
		Other	<u>5</u>
<b>Total Revenue</b>	<b>\$126,883</b>	<b>Total Expenses</b>	<b>\$24,159</b>

FY25 Update – The Park Tahoe Fund closed FY25 with an increase to the fund balance of \$330,838, prior to any audit adjustments. The Chimney Beach parking lot meters were purchased in June. The interest, net bank fees, which were earned over multiple fiscal years in TTD’s Gold Savings are now being isolated for other non-specific parking lot expenses that may or may not be incurred in the SR28 corridor; however, must be incurred inside the Tahoe Basin. These interest and bank fee transactions were moved out of the “Ponderosa” parking lot and into “Park Tahoe General” department within the Park Tahoe Fund.

The FY26 year-to-date revenues and expenses between Park Tahoe Operations and Park Tahoe Non-Compliance are provided in the Park Tahoe Financial Statement.

The net result increased Park Tahoe’s overall fund balance for the year to \$1,258,249, which is \$102,724 more than at the start of the fiscal year.

**Balance Sheet-**

The detailed balance sheet as of July 31, 2025 is included in Attachment A.

The capital asset balance, net of depreciation and amortization, includes \$13,198,935 in the Transit fund and \$17,395 in the governmental-wide fund. 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 FY26 cash flows for the governmental funds (General and CIP), along with the enterprise funds (TO and Park Tahoe) in Attachment B.

**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. July Financial Statement
- B. FY26 Cash Flow
- C. Grant Status Report

**Tahoe Transportation District  
Balance Sheet  
As of July 31, 2025**

	<b>TOTAL</b>	<b>General</b>	<b>CIP</b>	<b>Transit</b>	<b>Park Tahoe</b>	<b>GFA</b>
<b>ASSETS</b>						
Cash & Equivalents	4,011,012	1,229,592	(87,365)	1,605,809	1,262,975	0
Accounts Receivable	1,791,924	464,516	325,358	998,323	3,728	
Prepays	668,289	285,031	125	382,780	353	
Inventory	336,284			336,284		
*Capital Assets, Net Depreciation and Amortization	14,193,021			14,188,729	4,292	17,395
<b>TOTAL ASSETS</b>	<b>21,000,530</b>	<b>1,979,139</b>	<b>238,118</b>	<b>17,511,925</b>	<b>1,271,348</b>	<b>17,395</b>
<b>LIABILITIES</b>						
Accounts Payable	260,577	57,836	107,118	84,916	10,706	0
Deferred Revenues	492,902	365,590	127,313			
Nevada State Bank - LOC						
Subscriptions Payable	335,273			332,885	2,388	
Insurance Payable	48,747			48,747		
EE Compensated Absences	174,117			174,117		38,625
Accrued Interest Payable	770			765	5	
<b>TOTAL LIABILITIES</b>	<b>1,312,387</b>	<b>423,426</b>	<b>234,430</b>	<b>641,431</b>	<b>13,099</b>	<b>38,625</b>
<b>NET POSITION</b>						
Invested in Capital Assets	8,233,332			8,231,175	2,157	0
Restricted	927,117			927,117		
Unrestricted	4,760,019	1,222,750		2,714,738	822,530	(45,141)
Assigned	75,849	69,120	6,729			
<b>SUB TOTAL NET POSITION BALANCES</b>	<b>13,996,316</b>	<b>1,291,870</b>	<b>6,729</b>	<b>11,873,030</b>	<b>824,687</b>	<b>(45,141)</b>
<b>Projected FY 25 Increase/(Decrease) to Fund Balance</b>	<b>5,501,050</b>	<b>220,640</b>	<b>(3,161)</b>	<b>4,952,733</b>	<b>330,838</b>	<b>24,896</b>
<b>FY 26 Increase/(Decrease) to Fund Balance</b>	<b>190,777</b>	<b>43,203</b>	<b>119</b>	<b>44,732</b>	<b>102,724</b>	<b>(985)</b>
<b>TOTAL NET POSITION</b>	<b>19,688,144</b>	<b>1,555,713</b>	<b>3,687</b>	<b>16,870,495</b>	<b>1,258,249</b>	<b>(21,230)</b>
<b>TOTAL LIABILITIES &amp; NET POSITION</b>	<b>21,000,530</b>	<b>1,979,139</b>	<b>238,118</b>	<b>17,511,925</b>	<b>1,271,348</b>	<b>17,395</b>

\* The capital asset and land balances, net of depreciation/ amortization, include \$13,198,935 in transit fund, \$17,395 in the governmental-wide fund and \$0 in the Park Tahoe fund of federalized / state obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

JS/ja

AGENDA ITEM: IV.A.  
FPC AGENDA ITEM: III.A.

**Tahoe Transportation District  
Statement of Operations  
July 1, 2025 through July 31, 2025**

	TOTAL	General	CIP	Transit	Park Tahoe	GFA
<b>Revenues</b>						
Federal Grants	644,304		296,240	348,064		0
State Funding	62,528	28,875	33,653			
Contributions	1,721		1,721			
Local Revenues	7,770	7,770				
General Revenues	23,514			23,513		
Charges for Services	142,912	17,980			124,932	
Special Items	6,759	1,837	124	2,847	1,951	
Pass-Through Revenue						
<b>TOTAL REVENUES</b>	<b>889,507</b>	<b>56,462</b>	<b>331,738</b>	<b>374,425</b>	<b>126,883</b>	<b>0</b>
<b>Expenses</b>						
Personnel	318,699	20,738	17,014	273,940	7,006	0
Personnel - Compensated Absences	41,021			41,021		685
Contracts	100,418		100,418			
Fuel	32,980			32,980		
Depreciation, Amortization, Warranty	111,344			111,148	195	300
Other Operating	93,561	12,422	3,459	60,727	16,953	
ICAP - 10%		(20,029)	1,695	18,334		
Capital Outlay						
Interest	708			703	5	
Other Funding Sources		129	209,033	(209,162)		
Pass-Through Expenses						
<b>TOTAL EXPENSES</b>	<b>698,730</b>	<b>13,259</b>	<b>331,618</b>	<b>329,693</b>	<b>24,160</b>	<b>985</b>
<b>FY 26 Increase / (Decrease) to Fund Balance</b>	<b>190,777</b>	<b>43,203</b>	<b>119</b>	<b>44,732</b>	<b>102,724</b>	<b>(985)</b>

**Tahoe Transportation District  
General Fund  
Statement of Operations  
July 1, 2025 through July 31, 2025**

	General Fund Activity		Actual vs Budget			Program YTD
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	District Ops
<b>Revenues</b>						
<b>General Revenues</b>						
State Revenue - NV	28,875	28,875	28,875	346,500	8.33%	28,875
Local Revenues	7,770	7,770	7,770	145,735	5.33%	7,770
Contributions				25,000	0.00%	
Miscellaneous				1,500	0.00%	
<b>Total General Revenues</b>	<b>36,645</b>	<b>36,645</b>	<b>36,645</b>	<b>518,735</b>	<b>7.06%</b>	<b>36,645</b>
<b>Charges for Services</b>						
Administrative Fees	12,493	12,493	12,493	77,690	16.08%	12,493
Rental Vehicle Mitigation Fees	5,486	5,486	5,486	85,000	6.45%	5,486
<b>Total Charges for Services</b>	<b>17,980</b>	<b>17,980</b>	<b>17,980</b>	<b>162,690</b>	<b>11.05%</b>	<b>17,980</b>
<b>Special Items</b>						
Interest Revenue	1,837	1,837	1,837	15,000	12.25%	1,837
<b>Total Special Revenues</b>	<b>1,837</b>	<b>1,837</b>	<b>1,837</b>	<b>15,000</b>	<b>12.25%</b>	<b>1,837</b>
<b>TOTAL REVENUES</b>	<b>56,462</b>	<b>56,462</b>	<b>56,462</b>	<b>696,425</b>	<b>8.11%</b>	<b>56,462</b>
<b>Expenses</b>						
<b>Operating</b>						
Personnel	20,738	20,738	20,738	495,707	4.18%	20,738
Admin Support	(20,029)	(20,029)	(20,029)	(175,192)	11.43%	(20,029)
Repairs & Maintenance	94	94	94	250	37.40%	94
Insurance	3,055	3,055	3,055	36,950	8.27%	3,055
Facility Rent	3,692	3,692	3,692	46,360	7.96%	3,692
Telephone	1,724	1,724	1,724	15,300	11.27%	1,724
Supplies	1,320	1,320	1,320	21,340	6.19%	1,320
Advertising & Public Relations				1,500	0.00%	
Reproduction & Printing				900	0.00%	
Postage				500	0.00%	
Dues, Subscriptions & Publications	1,477	1,477	1,477	33,833	4.37%	1,477
License & Permits					100.00%	
Professional Services/Contracts	716	716	716	50,915	1.41%	716
Legal Services				21,500	0.00%	
Auditing Services				50,000	0.00%	
Fuel					100.00%	
Bank Fee / CC Fees	68	68	68	1,300	5.23%	68
Transit Management - No Shore				20,000	0.00%	
Training				2,900	0.00%	
Travel				8,300	0.00%	
Events				1,250	0.00%	
Miscellaneous Expenses	276	276	276	24,600	1.12%	276
<b>Total Operating</b>	<b>13,130</b>	<b>13,130</b>	<b>13,130</b>	<b>658,213</b>	<b>1.99%</b>	<b>13,130</b>

JS/ja

AGENDA ITEM: IV.A.  
FPC AGENDA ITEM: III.A.

**Tahoe Transportation District  
General Fund  
Statement of Operations  
July 1, 2025 through July 31, 2025**

	General Fund		Actual vs Budget			Program
	Activity		YEAR TO DATE	Board Approved Budget	Var %	YTD
	1st Qtr	July				District Ops
<b>Interest</b>						
Interest Expense	0	0	0	500	0.00%	0
<b>Total Interest Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>0.00%</b>	<b>0</b>
<b>Other Financing Sources</b>						
Transfer (In) Out	129	129	129	6,126	2.10%	129
<b>Total Other Financing Sources</b>	<b>129</b>	<b>129</b>	<b>129</b>	<b>6,126</b>	<b>2.10%</b>	<b>129</b>
<b>TOTAL EXPENSES</b>	<b>13,259</b>	<b>13,259</b>	<b>13,259</b>	<b>664,839</b>	<b>1.99%</b>	<b>13,259</b>
<b>Increase/(Decrease) to Fund Balance</b>	<b>43,203</b>	<b>43,203</b>	<b>43,203</b>	<b>31,586</b>	<b>136.78%</b>	<b>43,203</b>

**Tahoe Transportation District  
CIP Fund  
Statement of Operations  
July 1, 2025 through July 31, 2025**

	CIP Fund		Actual vs Budget			Program YTD					
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	SR28 Corridor incl SMH	US 50 incl Laura Dr and Bellamy Bikeways	Maint & Facility Plan incl Hazard Assessment	Intelligent Sensor Integration	Transit Ops Projects	Program Total
<b>Revenues</b>											
<b>Capital Grant &amp; Contributions</b>											
Surface Transportation Program (STP)	29,339	29,339	29,339	3,095,720	0.95%	28,426	729	184	0	0	29,339
Congestive Mitigation & Air Quality (CMAQ)				40,000	0.00%						
TRPA incl Fish & Wildlife Services Fund	18,459	18,459	18,459	126,801	14.56%	18,459					18,459
US Dept of Transportation - SMART	33,445	33,445	33,445	452,234	7.40%				33,445		33,445
Highway Infrastructure Pgm (HIP)	35	35	35	54,329	0.06%	35					35
Infrastructure - COVID	2,219	2,219	2,219	82,531	2.69%	2,219					2,219
Carbon Pollution Reduction Grant (CPRG)	229	229	229	351,864	0.06%	229					229
Federal Transportation Administration	212,514	212,514	212,514	731,582	29.05%					212,514	212,514
Transportation Alternative Programs (TAP)				512,168	0.00%						
CA SB 125 - Transit & Rapid Rail				325,000	0.00%						
Conserve Nevada	3,080	3,080	3,080	774,353	0.40%	3,080					3,080
CA Conservancy				18,423	0.00%						
Washoe County	30,563	30,563	30,563	26,954	113.39%	30,563					30,563
Douglas County	10	10	10	8,906	0.11%			10			10
State of Good Repair				198,941	0.00%						
Contributions	1,721	1,721	1,721	178,776	0.96%	1,721					1,721
<b>Total Capital Grants &amp; Contributions</b>	<b>331,614</b>	<b>331,614</b>	<b>331,614</b>	<b>6,978,582</b>	<b>4.75%</b>	<b>84,732</b>	<b>729</b>	<b>194</b>	<b>33,445</b>	<b>212,514</b>	<b>331,614</b>
<b>Special Items</b>											
Miscellaneous Revenue	0	0	0	0	100.00%	0	0	0	0	0	0
Interest Revenue	124	124	124	1,830	6.77%	83	0	41	0	0	124
<b>Total Special Items</b>	<b>124</b>	<b>124</b>	<b>124</b>	<b>1,830</b>	<b>6.77%</b>	<b>83</b>	<b>0</b>	<b>41</b>	<b>0</b>	<b>0</b>	<b>124</b>
<b>TOTAL REVENUES</b>	<b>331,738</b>	<b>331,738</b>	<b>331,738</b>	<b>6,980,412</b>	<b>4.75%</b>	<b>84,814</b>	<b>729</b>	<b>235</b>	<b>33,445</b>	<b>212,514</b>	<b>331,738</b>
<b>Expenses</b>											
Personnel	17,014	17,014	17,014	482,965	3.52%	12,970	663	176	2,643	562	17,014
Contract Services	100,418	100,418	100,418	5,303,588	1.89%	70,468			29,950		100,418
Insurance	42	42	42		-100.00%				42		42
Reproduction & Printing				2,002	0.00%						
Rent				50,000	0.00%						
Rent Meeting Room				3,800	0.00%						
Equipment not Transfedrred				149,731	0.00%						
Supplies				3,100	0.00%						
License & Permits				17,500	0.00%						
Advertising / Outreach				7,400	0.00%						
Postage					100.00%						
Professional Services	2,915	2,915	2,915	139,560	2.09%	125				2,790	2,915
Administrative Fees					100.00%						
Bank Fees	5	5	5	102	4.50%	3		2			5
Training					100.00%						
Travel - Per Diem				1,606	0.00%						
Travel - Commercial Air	497	497	497	2,500	19.89%				497		497
Travel - Auto				3,092	0.00%						

JS/ja

AGENDA ITEM: IV.A.  
FPC AGENDA ITEM: III.A.

**Tahoe Transportation District  
CIP Fund  
Statement of Operations  
July 1, 2025 through July 31, 2025**

	CIP Fund		Actual vs Budget			Program YTD					
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	SR28 Corridor incl SMH	US 50 incl Laura Dr and Bellamy Bikeways	Maint & Facility Plan incl Hazard Assessment	Intelligent Sensor Integration	Transit Ops Projects	Program Total
Expenses Continued											
Miscellaneous				5,000	0.00%						
Dues & Subscriptions					100.00%						
Interest					100.00%						
ICAP - 10%	1,695	1,695	1,695	50,192	3.38%	1,297	66	18	314		1,695
<b>Total Operating</b>	<b>122,586</b>	<b>122,586</b>	<b>122,586</b>	<b>6,222,138</b>	<b>1.97%</b>	<b>84,864</b>	<b>729</b>	<b>196</b>	<b>33,445</b>	<b>3,352</b>	<b>122,585</b>
<b>Capital Outlay</b>											
Equipment over \$5000	272,813	272,813	272,813	755,813	36.10%	0	0	0	0	272,813	272,813
Equipment under \$5000				105,850	0.00%						
CIP Over \$5000					100.00%						
Reimb Capital Expenses	(272,813)	(272,813)	(272,813)	(861,663)	31.66%					(272,813)	(272,813)
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Financing Sources</b>											
Preventive Maint (In)	0	0	0	0	100.00%	0	0	0	0	0	0
Capital Outlay (In) Out	272,813	272,813	272,813	861,663	31.66%					272,813	272,813
Transfer (In) Out	(63,780)	(63,780)	(63,780)	(105,117)	60.68%	(129)				(63,651)	(63,780)
<b>Total Other Financing Sources</b>	<b>209,033</b>	<b>209,033</b>	<b>209,033</b>	<b>756,546</b>	<b>27.63%</b>	<b>(129)</b>				<b>209,162</b>	<b>209,033</b>
<b>TOTAL EXPENSES</b>	<b>331,618</b>	<b>331,618</b>	<b>331,618</b>	<b>6,978,684</b>	<b>4.75%</b>	<b>84,735</b>	<b>729</b>	<b>196</b>	<b>33,445</b>	<b>212,514</b>	<b>331,618</b>
<b>Increase / (Decrease) to Fund Balance</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>1,728</b>	<b>6.90%</b>	<b>80</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>119</b>

Tahoe Transportation District  
 Transit Fund  
 Statement of Operations  
 July 1, 2025 through July 31, 2025

	TO Fund Activity			Actual vs Budget			Program YTD Transit Operations
	1st Qtr	July	Jul & Aug	YEAR TO DATE	Board Approved Budget	Var %	
<b>Revenues</b>							
<b>Grants &amp; Contributions</b>							
FTA 5311	86,477	86,477	86,477	86,477	1,699,792	5.09%	86,477
FTA 5307	261,587	261,587	261,587	261,587	3,231,997	8.09%	261,587
FTA 5310					27,000	0.00%	
RTAP						-100.00%	
TDA - LTF					1,200,000	0.00%	
TDA - STA					400,000	0.00%	
CA SB 125 - Transit & Rail					500,000	0.00%	
LCTOP						100.00%	
NV State Parks					85,000	0.00%	
Solar Renewable Energy Credits					8,000	0.00%	
Contributions					65,000	-100.00%	
<b>Total Grants &amp; Contributions</b>	<b>348,064</b>	<b>348,064</b>	<b>348,064</b>	<b>348,064</b>	<b>7,216,789</b>	<b>4.82%</b>	<b>348,064</b>
<b>Charges for Services</b>							
FareBox Revenue	0	0	0	0	0	100.00%	0
Pass Sales						100.00%	
Advertising Revenue						100.00%	
<b>Total Charges for Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>
<b>Special Items</b>							
Sale of Fixed Assets					1,500	0.00%	
Miscellaneous	23,513	23,513	23,513	23,513	120	19594.54%	23,513
Insurance Claim Revenues						100.00%	
Interest Revenue	2,847	2,847	2,847	2,847	25,000	11.39%	2,847
<b>Total Special Items</b>	<b>26,361</b>	<b>26,361</b>	<b>26,361</b>	<b>26,361</b>	<b>26,620</b>	<b>99.03%</b>	<b>26,361</b>
<b>Pass Through Revenue</b>					650,000	<b>0.00%</b>	
<b>TOTAL REVENUES</b>	<b>374,425</b>	<b>374,425</b>	<b>374,425</b>	<b>374,425</b>	<b>7,893,409</b>	<b>4.74%</b>	<b>374,425</b>
<b>Expenses</b>							
<b>Operating</b>							
Personnel	314,962	314,962	314,962	314,962	5,221,454	6.03%	314,962
Contract						100.00%	
Vehicle Fuel	32,980	32,980	32,980	32,980	366,800	8.99%	32,980
Sales Tax on Fuel					1,000	0.00%	
Repair and Maintenance	13,194	13,194	13,194	13,194	324,870	4.06%	13,194
Insurance	20,957	20,957	20,957	20,957	339,000	6.18%	20,957
Reproduction & Printing					1,500	0.00%	
Facility Rent	3,788	3,788	3,788	3,788	173,000	2.19%	3,788
Facility Utilities	5,885	5,885	5,885	5,885	177,800	3.31%	5,885
Telephone	5,193	5,193	5,193	5,193	51,460	10.09%	5,193

JS/ja

AGENDA ITEM: IV.A.  
 FPC AGENDA ITEM: III.A.

Tahoe Transportation District  
 Transit Fund  
 Statement of Operations  
 July 1, 2025 through July 31, 2025

	TO Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	July	Jul & Aug	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Expenses Continued							
Supplies	1,838	1,838	1,838	1,838	35,150	5.23%	1,838
Advertising & Public Relations	300	300	300	300	20,000	1.50%	300
License & Permits	479	479	479	479	750	63.80%	479
Dues, Subscriptions and Publications	2,184	2,184	2,184	2,184	50,660	4.31%	2,184
Professional Services	5,988	5,988	5,988	5,988	183,000	3.27%	5,988
Bank Fees	608	608	608	608	8,250	7.37%	608
Training					12,000	0.00%	
Travel	19	19	19	19	27,000	0.07%	19
Reimbursed Travel						100.00%	
Miscellaneous Expenses	997	997	997	997	63,442	1.57%	997
ICAP - 10%	18,334	18,334	18,334	18,334	125,000	14.67%	18,334
Depreciation/Amortization/Warranty	111,148	111,148	111,148	111,148	1,484,219	7.49%	111,148
<b>Total Operating</b>	<b>538,854</b>	<b>538,854</b>	<b>538,854</b>	<b>538,854</b>	<b>8,666,355</b>	<b>6.22%</b>	<b>538,854</b>
<b>Capital Outlay</b>							
Equipment under \$5000	0	0	0	0	105,850	0.00%	0
Disposal of Fixed Assets						100.00%	
Reimbursed Capital Expenses						100.00%	
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>105,850</b>	<b>0.00%</b>	<b>0</b>
<b>Other Financing Sources</b>							
Capital Outlay (In) Out	(272,813)	(272,813)	(272,813)	(272,813)	(861,663)	31.66%	(272,813)
Transfer (In) Out	63,651	63,651	63,651	63,651	98,991	64.30%	63,651
<b>Total Other Financing Sources</b>	<b>(209,162)</b>	<b>(209,162)</b>	<b>(209,162)</b>	<b>(209,162)</b>	<b>(762,672)</b>	<b>27.42%</b>	<b>(209,162)</b>
<b>Pass Through Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>650,000</b>	<b>100.00%</b>	<b>0</b>
<b>TOTAL EXPENSES</b>	<b>329,693</b>	<b>329,693</b>	<b>329,693</b>	<b>329,693</b>	<b>8,659,533</b>	<b>3.81%</b>	<b>329,693</b>
<b>Increase / (Decrease) to Fund Balance</b>	<b>44,732</b>	<b>44,732</b>	<b>44,732</b>	<b>44,732</b>	<b>(766,124)</b>	<b>-5.84%</b>	<b>44,732</b>

Tahoe Transportation District  
 Park Tahoe Fund  
 Statement of Operations  
 July 1, 2025 through July 31, 2025

	Park Tahoe Activity		Actual vs Budget			Park Tahoe					
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	Ponderosa Ops	Ponderosa NC	Chimney Ops	Chimney NC	Park Tahoe General	Program YTD
<b>Revenues</b>											
Charges for Services											
Parking Ops - Meters	120,812	120,812	120,812	725,000	16.66%	120,812	0	0	0	0	120,812
Parking Ops - Events				900	0.00%						
Parking Non Compliance	4,120	4,120	4,120	51,000	8.08%		4,120				4,120
<b>Total Charges for Services</b>	<b>124,932</b>	<b>124,932</b>	<b>124,932</b>	<b>776,900</b>	<b>16.08%</b>	<b>120,812</b>	<b>4,120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>124,932</b>
<b>Contributions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Special Items</b>											
Misc Revenue	0	0	0	20	0.00%	0	0	0	0	0	0
Interest Revenue	1,951	1,951	1,951	15,000	13.01%	2				1,949	1,951
<b>Total Special Revenues</b>	<b>1,951</b>	<b>1,951</b>	<b>1,951</b>	<b>15,020</b>	<b>12.99%</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,949</b>	<b>1,951</b>
<b>TOTAL REVENUES</b>	<b>126,883</b>	<b>126,883</b>	<b>126,883</b>	<b>806,920</b>	<b>15.72%</b>	<b>120,814</b>	<b>4,120</b>	<b>0</b>	<b>0</b>	<b>1,949</b>	<b>126,883</b>
<b>Expenses</b>											
Personnel	7,006	7,006	7,006	160,058	4.38%	3,099	3,908	0	0	0	7,006
Contracts				169,860	0.00%						
Vehicle Fuel				2,100	0.00%						
Professional Services	455	455	455	46,475	0.98%	107	349				455
Insurance				8,500	0.00%						
Reproduction & Printing				2,800	0.00%						
Rent				700	0.00%						
Telephone	176	176	176	2,500	7.03%	88	88				176
Subscriptions, Publications, Dues	70	70	70	650	10.70%	35	35				70
License & Permits				25,000	0.00%						
Equipment Not Transferred				500	0.00%						
Supplies incl Postage				4,400	0.00%						
Repairs & Maintenance				6,200	0.00%						
Admin Fees	12,493	12,493	12,493	77,690	16.08%	12,081	412				12,493
Travel - Auto				1,040	0.00%						
Bank / CC Fees	3,759	3,759	3,759	32,600	11.53%	3,687				72	3,759
Misc Fees				5,000	0.00%						
Interest	5	5	5	192	2.59%	5					5
Amortization	195	195	195	4,636	4.21%	195					195
<b>TOTAL OPERATING EXPENSES</b>	<b>24,160</b>	<b>24,160</b>	<b>24,160</b>	<b>550,901</b>	<b>4.39%</b>	<b>19,297</b>	<b>4,791</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>24,160</b>
<b>Other Funding Sources - Revenues</b>											
Transfers (In) Out	0	0	0	0	100.00%	0	0	0	0	0	0
<b>Total Other Financing Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenses and Other Funding Sources</b>	<b>24,160</b>	<b>24,160</b>	<b>24,160</b>	<b>550,901</b>	<b>4%</b>	<b>19,297</b>	<b>4,791</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>24,160</b>
<b>Increase /(Decrease) to Fund Balance</b>	<b>102,724</b>	<b>102,724</b>	<b>102,724</b>	<b>256,019</b>	<b>40.12%</b>	<b>101,518</b>	<b>(671)</b>	<b>0</b>	<b>0</b>	<b>1,877</b>	<b>102,724</b>

Tahoe Transportation District  
 Governmental Funds Cash Flow  
 July 1, 2025 through July 31, 2025

**GENERAL FUND**



Cash In Source	Total	Transfer from other funds for				Local Revenue /	Misc	
		RCMF	PR Liab	ICAP	Admin Fees	Contributions	Receipts	
Jul-25	217,959	2,581	176,019	20,029	12,493	5,000	1,837	

Cash Out Source	Total	Net Payroll	PR Liabilities	Match To	Vendor		Net
				CIP	Payments		
Jul-25	492,078	16,012	173,510.59	128.71	302,426.86		(274,120)

**CIP FUND**



Cash In Source	Total	FTA	SMART,	Caltrans -	NDOT - FTA	TRPA -	Contrib /Other	Match
			Conserve NV	US 50	5339, STBG & INFRA	SMH, TDA- SGR		
Jul-25	438,939	209,832	65,849	7,056	76,826	15,473	124	63,780

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	LOC	Net
				Jul-25	595,610	13,839	

JS/ja

Tahoe Transportation District  
Enterprise Funds Cash Flow  
July 1, 2025 through July 31, 2025

**TRANSIT OPERATIONS FUND**



Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl SGR	Insurance Claims	Farebox Contributions	Misc Receipts	Interest	Sale of Fixed Asset
Jul-25	764,125	502,856	0	86,782	148,135	0	23,504	2,847	0

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Match	Net
Jul-25	852,603	214,982	163,304	18,334	392,331	63,651	<b>(88,478)</b>

**PARKING SYSTEMS FUND**



Cash In Source	Total	Parking Meter Revenue	Non-Comp Revenue	Contributions	Misc Receipts	Interest
Jul-25	126,198	120,873	3,374	0	0	1,951

Cash Out Source	Total	Net Payroll	PR Liabilities	Vendor Payments	Admin Fees	Net
Jul-25	35,345	6,826	3,280	12,745	12,493	<b>90,853</b>

JS/ja

Grant Status Report												
October 2025												
	Funder	Work Program	Grant Name	Project	\$\$ Requested	Min Match %	Match \$\$	Match From	Submitted	Award Date	Awarded?	Status
1	TMPO	3.1 - SSCRCP	2023 Regional Grant Program-NV	US-50 - Revised Design Phase	\$ 2,975,962	5%	\$ 156,630	Toll credits/gas tax	Yes - 6/2023	Fall 2023	Yes	Awarded - Pending Agreement
2	US DOT	3.3.3B NV Stateline to Stateline Bikeway	RAISE 2024	Sand Harbor to Thunderbird Cove	\$ 24,026,333	0%	\$ -	N/A	Yes - 02/2024	Jun-24	Yes	Awarded - Pending Agreement
3	Senate Appropriations Committee	3.3.3 NV Stateline to Stateline Bikeway	FY2024 Community Project Funding for Nevada	Thunderbird Cove to Secret Harbor	\$ 5,000,000	0%	\$ -	N/A	Yes - 03/2023	Mar-24	Yes	Awarded - Pending Agreement; Subject to Federal Review
4	FHWA	3.3.3B NV Stateline to Stateline Bikeway	Active Transportation Infrastructure Investment Program (ATIIP)	Sand Harbor to Thunderbird Cove	\$ 7,500,000	20%	\$ 1,500,000	Conserve NV-requested	Yes - 06/2024	Jan-25	Pending	Pending Decision
5	Senate Appropriations Committee	3.11 - Transit Corp Yard Facility Project	FY2023 Community Project Funding for Nevada	Transit Maintenance and Admin Facility	\$ 2,000,000	20%	\$ 400,000	N/A	Yes - 04/2022	Mar-24	Yes	Awarded - Pending Agreement; Subject to Federal Review
6	DCNR	3.3.3B NV Stateline to Stateline Bikeway	NV Conservation & Recreation Fund	Sand Harbor to Thunderbird Cove	\$ 2,000,000	10%	\$ 200,000	USFS-SNPLMA	Yes - 10/2024	Nov-24	Yes	Awarded - Pending Agreement
7	Senate Appropriations Committee	3.11 - Transit Corp Yard Facility Project	FY2025 Community Project Funding for Nevada	Transit Maintenance and Admin Facility	\$ 2,000,000	20%	\$ 400,000	Douglas County Gas Tax	Yes	Unknown	Pending	Pending Decision; Subject to Federal Review
8	Senate Appropriations Committee	3.3.3B NV Stateline to Stateline Bikeway	FY2026 Community Project Funding for Nevada	Sand Harbor to Thunderbird Cove	\$ 5,000,000	5%	\$ 263,158	Conserve Nevada	4/9/2025	Unknown	Pending	Pending Decision; Subject to Federal Review
9	Senate Appropriations Committee	3.3.1A NV South Demo Phase 1A	FY2026 Community Project Funding for Nevada	Nevada Stateline to Stateline Bikeway Laura Drive to Stateline Ave	\$ 5,000,000	5%	\$ 263,158	Conserve Nevada	4/9/2025	Unknown	Pending	Pending Decision; Subject to Federal Review
10	Senate Appropriations Committee	3.18 Bellamy to Van Sickle Bikeway Project	FY2026 Community Project Funding for Nevada	Stateline to Van Sickle Multi-Use Path	\$ 5,000,000	5%	\$ 263,158	TBD	4/9/2025	Unknown	Pending	Pending Decision; Subject to Federal Review
11	US DOT	3.3.1A NV South Demo Phase 1A	Safe Streets and Roads for All (SS4A) 2025	Nevada Stateline to Stateline Bikeway Laura Drive to Stateline Ave	\$ 2,907,000	20%	\$ 726,750	Conserve Nevada	Yes	Unknown	Pending	Pending Decision
12	TRPA	4.7 - Transit Operations	2025 Regional Grant Program	Free to User Transit Program	\$ 1,000,000	11.47%	\$ 129,561	Transportation Development Credits	Yes	Oct-25	Pending	Pending Decision
13	TRPA	4.7 - Transit Operations	2025 Regional Grant Program	Route 51 Evening Service	\$ 500,000	11.47%	\$ 200,000	TDVA	Yes	Oct-25	Pending	Pending Decision
14	TRPA	4.7 - Transit Operations	2025 Regional Grant Program	Emerald Bay Travel Management	\$ 900,000	11.47%	\$ 116,607	Tahoe Fund/ EDC Mitigation Fees	Yes	Oct-25	Pending	Pending Decision
15	TRPA	3.3.3B NV Stateline to Stateline Bikeway	2025 Regional Grant Program	SR 28 Central Corridor- Sand Harbor to Thunderbird Cove	\$ 3,253,362	5%	\$ 171,230	Tahoe Fund/Conserve NV	Yes	Oct-25	Pending	Pending Decision
16	FTA	3.17.2 - Spooner Mobility Hub	FTA 5339(a) Funds (NV UZA Transfer)	SR28 Spooner Mobility Hub	\$ 1,601,858	25%	\$ 400,465	TBD	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
17	FTA	3.17.1 - Incline Village Mobility Hub	FTA 5339(a) Funds (NV UZA Transfer)	Tahoe Mobility Hub - Washoe County	\$ 2,700,000	25%	\$ 675,000	TBD	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
18	FTA	3.11 - Transit Corp Yard Facility Project	FTA 5339(a) Funds (NV UZA Transfer)	TTD Transit Fleet and Administration Facility	\$ 1,910,000	25%	\$ 477,500	Congressionally Directed Sepending	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
19	FTA	3.3.3B NV Stateline to Stateline Bikeway	FTA 5339(a) Funds (NV UZA Transfer)	SR 28 Central Corridor - Sand Harbor to Thunderbird Cove - Trail, Transit, and Safety Improvements	\$ 500,000	25%	\$ 125,000	Conserve NV/ Tahoe Fund	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
20	FTA	3.3.3 - SR 28 Central Corridor	FTA 5339(a) Funds (NV UZA Transfer)	SR 28 Central Corridor - Thunderbird Cove to Secret Harbor - Parking, Transit, Trail, and Safety Improvements	\$ 1,500,000	25%	\$ 375,000	Conserve NV/ Tahoe Fund	Yes	Aug-25	Yes	Awarded Pending FTA Agreement

JS/ja

AGENDA ITEM: IV.A.  
FPC AGENDA ITEM: III.A.



MEMORANDUM

Date: September 25, 2025

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

From: TTD Staff – Joanie Schmitt CFO

Subject: Review and Recommend Adoption of Resolutions 2025-004 and 2025-005 Authorizing the Executive Director to Execute Claims for the California Transportation Development Act Funds for the El Dorado County Portion of Lake Tahoe, Including the City of South Lake Tahoe, for Transit Operations for Fiscal Year 2026 for Transit Service and Transit Capital Provided by the Tahoe Transportation District to the TTD Board of Directors

**Action Requested:**

It is requested the Committee review and recommend adoption of Resolutions 2025-004 and 2025-005 authorizing the Executive Director to execute fiscal year 2026 claims for the California Transportation Development Act (TDA) funds for the El Dorado County portion of Lake Tahoe, including the City of South Lake Tahoe, for transit operations and transit capital provided by the Tahoe Transportation District (TTD) to the TTD Board of Directors.

**Fiscal Analysis:**

TDA funds are included as revenue sources in the FY26 budget. The FY26 final estimates increased the funding by \$246,029 for a revised total of \$1,946,029. Local Transportation Funds (LTF) and State Transit Assistance (STA) funds will be used for transit operations and the \$100,902 of STA – State of Good Repairs (SGR) funds will be used towards equipment purchases.

TDA Funds	Fund	Budget	Final Estimate	Difference
Local Transportation Funds (LTF)	Transit Operations	\$1,200,000	\$1,263,326	\$63,326
State Transit Assistance (STA)	Transit Operations	\$400,000	\$581,801	\$181,801
STA – State of Good Report (SGR)	Capital Improvement Program	\$100,000	\$100,902	\$902
Total		\$1,700,000	\$1,946,029	\$246,029

JS/ja

AGENDA ITEM: IV.B.  
FPC AGENDA ITEM: III.B.

**Work Program Analysis:**

The workload associated with this action is accounted for in the Work Program under Work Element 4.

**Background:**

The State of California TDA funds are an annual budget source of transit operating revenue that can be used to fund transit capital, planning and public transit operating services. There are two sources of funds TTD is eligible to receive as a transit operator: LTF and STA funds.

The LTF is derived from a one-quarter cent of the general sales tax collected statewide. The sales tax collected in each county is returned to the county from where the tax was generated based on a population calculation.

The STA is derived from the statewide sales tax on gasoline and diesel fuel. The statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to operator revenues from the prior fiscal year.

TDA funds are processed on an annual basis through a claims process. In the Tahoe Region, claims for these funds are submitted by eligible recipients to the Tahoe Regional Planning Agency (TRPA), acting as the Regional Transportation Planning Agency (RTPA) in California. TRPA will evaluate the claims and present them to the TRPA Board for approval. Upon approval, the allocation instructions for the funds are forwarded to the appropriate County Auditor-Controller’s Office. The Auditor-Controller will then release the funds to the claimant periodically throughout the fiscal year. As a public transit operator, TTD is eligible to receive LTF and STA funds to fund transit capital, planning, and public transit services.

**Discussion:**

TTD was notified that TRPA received the final estimates for TDA funds for FY26 from the El Dorado Auditor – Controller Office and the California State Controller’s office. The final estimated allocation is \$1,946,029 (an increase of \$246,029 from the FY25 budget), representing \$1,263,326 in LTF funds and \$682,703 of STA.

Upon Board adoption of the resolutions, TTD will submit claims for FY26 LTF and STA (including SGR) funds, in the amounts noted above to the TRPA Governing Board, acting as the RTPA.

Staff recommend adoption of the resolutions.

**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. Resolution 2025-004 – LTF Claim
- B. Resolution 2025-005 – STA Claim

JS/ja

AGENDA ITEM: IV.B.  
FPC AGENDA ITEM: III.B.

TAHOE TRANSPORTATION DISTRICT  
RESOLUTION NO. 2025-004

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO  
EXECUTE THE CLAIMS FOR FISCAL YEAR 2025-2026 TO THE  
TAHOE REGIONAL PLANNING AGENCY, SITTING AS THE  
REGIONAL TRANSPORTATION PLANNING AGENCY,  
FOR LOCAL TRANSPORTATION FUNDS**

WHEREAS, the Tahoe Transportation District (TTD) is eligible to apply for and receive funds from the Local Transportation Fund (LTF) for transit capital, planning, and operating assistance; and

WHEREAS, the Tahoe Regional Planning Agency (TRPA), sitting as the Regional Transportation Planning Agency (RTPA), has been allocated an estimated amount of \$1,263,326 for the portion of El Dorado County at Lake Tahoe, including the City of South Lake Tahoe, for transit capital, planning, and operating assistance for the south shore transit system for fiscal year 2025-2026; and

WHEREAS, TTD requests the distribution of prior LTF revenue overages, plus accrued interest, if applicable.

NOW, THEREFORE, BE IT RESOLVED that the TTD Board of Directors authorizes the Executive Director to execute the fiscal year 2025-2026 transportation claim to the TRPA, sitting as the RTPA, in the amount of \$1,263,326 for the support of fiscal year 2025-2026 transit capital, planning, and operating assistance, including the request of the distribution of prior LTF revenue overages, plus accrued interest, if applicable.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on October 1, 2025, by the following vote:

Ayes:

Absent:

Nays:

Abstain:

\_\_\_\_\_  
Andy Chapman  
Chair

TAHOE TRANSPORTATION DISTRICT  
RESOLUTION NO. 2025-005

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO  
EXECUTE THE CLAIMS FOR FISCAL YEAR 2025-2026 TO THE  
TAHOE REGIONAL PLANNING AGENCY, SITTING AS THE  
REGIONAL TRANSPORTATION PLANNING AGENCY,  
FOR STATE TRANSIT ASSISTANCE FUNDS**

WHEREAS, the Tahoe Transportation District (TTD) is eligible to apply for and receive funds from the California State Transit Assistance Fund (STA) for transit capital, planning, and operating assistance; and

WHEREAS, the Tahoe Regional Planning Agency (TRPA), sitting as the Regional Transportation Planning Agency (RTPA), has been allocated an estimated amount of \$682,703 of which \$100,902 is designated for the State of Good Repair Program and \$581,801 designated for transit capital, planning, and operating assistance for the Lake Tahoe portion of El Dorado County, including the City of South Lake Tahoe, for the support of fiscal year 2025-2026 transit capital, planning, and operating assistance, with any carry-overs to be restricted for transit operations and transit capital, including bus and/or equipment purposes; and

WHEREAS, TTD requests the distribution of prior STA revenue overages, plus accrued interest, if applicable.

NOW, THEREFORE, BE IT RESOLVED that the TTD Board of Directors authorizes the Executive Director to execute the fiscal year 2025-2026 transportation claim to the TRPA, sitting as the RTPA, in the amount of \$682,703 in STA funds, including the request of the distribution of prior STA revenue overages, plus accrued interest, if applicable.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on October 1, 2025, by the following vote:

Ayes:

Absent:

Nays:

Abstain:

---

Andy Chapman  
Chair



MEMORANDUM

Date: September 25, 2025

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

From: TTD Staff – George Fink, Transportation Services Director

Subject: Recommend the TTD Board of Directors Award a Contract to Infinity Technologies for Information Technology Consulting and Support in an Amount Not to Exceed \$472,080

**Action Requested:**

It is requested the Committee recommend the award of the contract to Infinity Technologies for Information Technology Consulting and Support in an amount not to exceed \$472,080.

**Fiscal Analysis:**

All expenditures associated with this item for the fiscal year (FY) are in the approved FY26 budget. Total cost of this contract (five years) will not exceed \$472,080. This is an indefinite delivery/indefinite quantity (IDIQ) contract with a not-to-exceed total cost. This type of contract provides for an indefinite quantity of services during a fixed period of time. The services are priced per unit (included in Attachment A). The quantities of services are estimated based on past usage and anticipated future demand. Each year, the approved budget will set the not to exceed (NTE) amount based on expected levels of IT support and within the overall five-year capacity of the contract. Typical levels of IT support under the current contract ranged between \$40,000 to \$65,000 annually. The FY26 budget for IT totaled \$54,405.

**Work Program Impact:**

All work associated with this effort is captured under respective elements of the approved FY26 Work Program, with corresponding allotted staff time.

**Background:**

On July 28, 2025, Staff released a Request for Proposals (RFP) for Information Technology Consulting and Support. The purpose of this solicitation is to provide continuity of support for TTD’s information technology systems currently operated by Infinity Technologies (incumbent), to provide help desk support to TTD employees and to manage information technology products and projects.

GF/ja

AGENDA ITEM: IV.C.  
FPC AGENDA ITEM: III.C.

**Discussion:**

On August 25, 2025, TTD received nine proposals to the RFP. The submitting firms are listed below:

- Access Tech
- BetterWorld Tech
- Infinity Tech
- OSS Inc
- SoftSages
- Consultadd
- GenSigma
- HCL Global
- RevTech

The evaluation team consisted of George Fink, Chris Jacobs, and Leslie Conard. The team reviewed the proposals and determined that interviews were not necessary for four of the firms - Access Tech, OSS Inc, HCL Global, and RevTech. The remaining firms were invited to interview during the week of September 8. BetterWorld Tech did not respond to the invitation for an interview. Consultadd, GenSigma, Infinity Technologies, and SoftSages were interviewed.

Infinity Technologies is TTD's incumbent IT consulting and support firm. Their response to the RFP was excellent, as they have nine years of understanding TTD's projects and software. Infinity Technologies staff are well-qualified and have relevant transit references. Infinity Technologies' proposal is unique to TTD and spoke directly to TTD systems, software, processes and projects. Infinity Technologies provides on-site support and meets the requirements of the RFP. Their pricing was simple and straightforward. Infinity Technologies' average rating was 96/100.

The evaluation team recommends Infinity Technologies as the best value for Information Technology Consulting and Support.

The proposed contract (Attachment A) is structured for two years with three option years. The cost exhibit details fixed rates of pay for Infinity Technologies employees. The overall expenditure under the contract will be controlled by a NTE amount of \$472,080 allocated over the five years. Each individual year has a NTE amount of \$94,416, which is 15% lower than the existing contract's NTE amount for year five. Each year's expenditure will be allocated via the budgeting process through purchase orders.

**Additional Information:**

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

**Attachment:**

- A. Draft Contract with Infinity Technologies

GF/ja

AGENDA ITEM: IV.C.  
FPC AGENDA ITEM: III.C.

**DRAFT**

**AGREEMENT FOR GOODS AND SERVICES  
BETWEEN  
TAHOE TRANSPORTATION DISTRICT  
AND  
INFINITY TECHNOLOGIES**

This Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of October 2025 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and Infinity Technologies (“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 and goods defined and described particularly in Section 2 of this Agreement.

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

C. District has authority to enter into this Agreement and the Executive Director has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services and goods 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, with three (3) one (1) year options, which may be exercised at the sole discretion of the District.

# DRAFT

## SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services and provide the services as set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Services. 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. Payment under this Agreement shall not exceed four hundred seventy-two thousand, eighty dollars (\$472,080).

(b) Each month Contractor shall furnish the District an original invoice for all goods and services performed during the preceding month. District shall independently review each invoice submitted by the Contractor to determine whether the goods and services performed is in compliance with the provisions of this Agreement. In the event that no charges are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges are disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for goods and services performed by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor’s correct and undisputed invoice.

(d) Payment to Contractor for goods and services performed pursuant to

# DRAFT

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. CONTRACTOR'S BOOKS AND RECORDS.**

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

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

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

# DRAFT

## **SECTION 7. 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 8. STANDARD OF PERFORMANCE.**

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

## **SECTION 9. 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

# DRAFT

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 10. 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 11. 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 12. UNAUTHORIZED ALIENS.**

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

## **SECTION 13. 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 Executive Director. 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.

# DRAFT

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

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

## **SECTION 14. 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 Executive Director, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Executive Director or unless requested by the 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

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review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

## SECTION 15. INDEMNIFICATION.

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

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

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

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

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

## **SECTION 16. 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 Executive Director. Contractor agrees to provide District with copies of required policies upon request.

## **SECTION 17. 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.

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## SECTION 18. 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 19. TERMINATION OF AGREEMENT.

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

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

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

## SECTION 20. DEFAULT.

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

## SECTION 21. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of

# DRAFT

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 22. 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 23. NOTICES.**

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

To District: Tahoe Transportation District  
Attn: Jim Marino, Executive Director  
P.O. Box 499  
Zephyr Cove, NV 89448  
jmarino@tahoetransportation.org

To Contractor: Infinity Technologies  
Attn: Mohammad Ahmed, President & CEO  
3017 Douglas Blvd., #300  
Roseville, CA 95661  
mahmed@inftechnologies.com

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 24. 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.

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## **SECTION 25. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director 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 Executive Director’s contracting authority under District’s ordinances, rules and regulations.

## **SECTION 26. 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 Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director’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 27. BINDING EFFECT.**

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

## **SECTION 28. FEDERAL PROVISIONS.**

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

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<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) is incorporated by reference herein.

## **SECTION 29. WAIVER.**

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

## **SECTION 30. 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 31. 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 32. 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 33. 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).

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## SECTION 34. 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

\_\_\_\_\_  
Jim Marino  
Executive Director

### ATTEST:

\_\_\_\_\_  
Judi Allen  
Clerk of the Board

By: \_\_\_\_\_  
Mohammad Ahmed  
President & CEO

**EXHIBIT A  
SCOPE OF WORK**

Contractor shall perform the work as described in their proposal submitted August 25, 2025 and attached herein.

# INFORMATION TECHNOLOGY CONSULTING AND SUPPORT

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AUGUST 2025



## INFINITY TECHNOLOGIES

Northern California: 3017 Douglas Boulevard, Ste 300, Roseville, CA 95661

Southern California: 27051 Towne Centre Dr, Suite 120, Lake Forest, CA 92610

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[www.inftechnologies.com](http://www.inftechnologies.com)

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**August 25, 2025**

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

**RE: REQUEST FOR PROPOSALS | INFORMATION TECHNOLOGY CONSULTING AND SUPPORT**

Dear Ms. Allen,

Infinity Technologies is pleased to submit our proposal to continue our partnership, providing comprehensive IT consulting and support services to Tahoe Transportation District (TTD). Our team understands the critical role that technology plays in ensuring operational excellence, passenger safety, and reliable transit services.

Infinity Technologies has partnered with TTD since 2020 enhancing infrastructure, security, and daily operations. With 5 years of proven delivery, we are ready to modernize and future-proof TTD’s IT through a scalable model blending on-site support and 24/7 remote response. Our services align with TTD’s strategic objectives to drive resilience, efficiency, and continuous improvement.

**Summary of Proposal**

<b>Our Value to TTD</b>	<ul style="list-style-type: none"> <li>Trusted partnership (5 years): built on delivery, transparency, collaboration.</li> <li>In-depth understanding of systems, staff, operations, and evolving needs.</li> <li>Tailored solutions aligned with TTD’s priorities.</li> <li>Seamless integration with TTD processes.</li> <li>Forward-looking, with proactive recommendations and innovation roadmap.</li> </ul>
<b>Service Model at a Glance</b>	<ul style="list-style-type: none"> <li>Embedded on-site IT support fully integrated with TTD operations.</li> <li>24/7 remote assistance for continuity and rapid response.</li> <li>Flexible local resources to scale support as needs evolve.</li> </ul>
<b>Strategic IT Services</b>	<ol style="list-style-type: none"> <li>1. Client Management &amp; Governance — staffing oversight, coverage, admin functions, leadership engagement.</li> <li>2. Operational Planning &amp; Enhancements — proactive budget planning, improvement recommendations, roadmap alignment.</li> <li>3. End User Support — reliable desktop support, third-party software coordination, 24/7 response.</li> <li>4. Network &amp; Server Administration — monitoring, cybersecurity, incident response, malware protection, backup services.</li> </ol>

We appreciate the opportunity to continue our partnership and welcome any questions as you review our proposal. Please do not hesitate to contact me at (916) 273-4662 or mahmed@inftechnologies.com

Sincerely,

**Mohammad Ahmed**  
 President and CEO



## COMPANY PROFILE

Infinity Technologies specializes in information technology (IT) and geographic information systems (GIS), bringing forward-thinking solutions and personalized services to organizations throughout California. We currently serve over 100 clients in various industries and employ 68 individuals.

Our team is trusted by organizations of all sizes in local government, nonprofit, healthcare, education, and professional services. We are a diverse and highly trained group of professionals with tremendous hands-on knowledge and relevant experience—and, more importantly, we are problem solvers by trait. We're dedicated to supporting our clients by handling the pressures of today while also planning for the needs of tomorrow.

### Office Locations

#### **Northern California**

3017 Douglas Blvd., #300  
Roseville, CA 95661  
(916) 224-2736

#### **Southern California**

27051 Towne Centre Dr., #120  
Lake Forest, CA 92610  
(714) 676-8311

### Company History

Since 2007, Infinity Technologies has delivered personalized IT services to local governments. After becoming an independent firm in 2021, we retained our full team and client base, and today proudly serve over 100 organizations across diverse industries with trusted, reliable support.

### Our Services

Infinity Technologies provides flexible on-site and remote services, including but not limited to:

Information Technology	Geographic Information Systems
<ul style="list-style-type: none"> <li>■ Comprehensive Managed IT Services</li> <li>■ 24/7/365 Help Desk</li> <li>■ Data Recovery and Backup Plan</li> <li>■ Network Design and Build</li> <li>■ Cloud Services</li> <li>■ Network and Cyber Security</li> <li>■ Email Server / Mobile Device Administration</li> </ul>	<ul style="list-style-type: none"> <li>■ Enterprise Web GIS Application Development</li> <li>■ ArcGIS Enterprise Implementation and Upgrades</li> <li>■ Data Development, Design, and Maintenance</li> <li>■ GIS Integration with Third-Party Systems</li> <li>■ Assessments and Trainings</li> </ul>

### Company Overview

The following table presents Infinity Technologies' company profile for TTD's reference.

<b>Company Name</b>	Infinity Technologies
<b>Year Established</b>	2021
<b>Organization Type</b>	Corporation
<b>Business Address</b>	3017 Douglas Blvd., Suite 300, Roseville, CA 95661
<b>Phone Number</b>	(916) 224-2736



## SIZE, REACH AND LOCAL STRUCTURE

Infinity Technologies is a California-based IT provider with 20+ years of experience serving over 100 public agencies. Our 68-member team offers specialized expertise in cybersecurity, GIS, cloud infrastructure, and network administration. With a dedicated local technician and scalable support model, we deliver proactive, responsive service backed by remote monitoring and a centralized help desk. Strategic partnerships with Microsoft, Esri, and others ensure our solutions meet evolving public sector standards and regulatory requirements.

## KEY STAFF & QUALIFICATIONS

Infinity Technologies delivers expert, government-savvy IT support through dedicated staff committed to advancing TTD's priorities with consistent, high-quality service.

Name	Role	Key Experience Highlights
<b>Mohammad Ahmed</b>	Account Oversight	22+ years in public sector IT; CEO of Infinity Technologies; expert in strategic planning, Accela/GIS integration, and municipal IT operations. MBA & B.S. in Information Systems.
<b>Jerry Moore</b>	Chief Network Engineer	25+ years in network design and administration; deep public agency experience; Cisco, Citrix, NetApp, VoIP, and Accela specialist.
<b>Rob Guthertz</b>	Help Desk Manager	15+ years in IT support and infrastructure; excels in team leadership, desktop support, and technical operations. A.S. in Network Systems.
<b>Travis Castellanos</b>	Systems Analyst	Tier 1–2 support and diagnostics; proficient in deploying and maintaining workstations, servers, and network infrastructure to ensure secure, reliable, and high-performance IT environments.
<b>Jonathon Wright</b>	Systems Engineer	5+ years in systems engineering; skilled in Windows Server, Active Directory, and business application management, with additional expertise in Linux, VMware, and Azure Cloud.

Full resumes for key staff are provided in a separate file as Attachment A.

## Service Delivery Overview

Infinity Technologies delivers a proven IT support model built on deep familiarity with TTD's systems and priorities. Our staffing approach ensures day-to-day reliability and long-term modernization—supporting scalability, security, and continuity as TTD evolves.

- **Strategic Oversight** – Our team includes strategic oversight to aligns services with TTD's goals and budget cycles. Our Project Manager will lead delivery, vendor coordination, and risk mitigation to ensure precision across initiatives.
- **Embedded Onsite Support** - A dedicated Technician will provide 16 hours/week of hands-on service at South Lake Tahoe and Stateline locations, covering triage, patching, asset management, and staff training—ensuring continuity and operational stability.
- **24/7 Remote Help Desk** - Unlimited support ensures rapid ticket response, remote resolution, and seamless escalation—complementing onsite service for uninterrupted coverage.



## SCOPE OF SERVICES APPROACH

Infinity Technologies recognizes TTD's goal of sustaining and enhancing its IT infrastructure. We deliver comprehensive IT consulting and support focused on security, reliability, and future readiness, with an approach built on proactive service, responsive support, and public sector alignment. The summary below highlights scope areas and key elements of our work plan.

Category	Work Plan Highlights
<b>A. New Systems Implementation</b>	Assess TTD needs, deploy office/transit/payment/scheduling technologies, support video & meeting systems, enable seamless file sharing, configure shared contacts, and coordinate rollouts with vendors & fleet partners.
<b>B. Network Maintenance</b>	Maintain/upgrade network hardware (switches, routers, firewalls), apply patches & monitoring alerts, manage LAN access, deliver staff IT training, maintain asset/license inventory, support fleet systems, and manage IT projects.
<b>C. Security Services</b>	Manage antivirus & firewalls, conduct audits, enforce secure internet and password practices, and provide rapid response to breach alerts.
<b>D. Antivirus, Spyware &amp; Spam</b>	Operate enterprise-grade antivirus/spyware solutions, support spam filtering, and safeguard TTD's email environment.
<b>E. Development Services</b>	Advise on emerging technologies, design & tune databases, support intranet/web tools, enhance spreadsheets, and generate cross-system reports.
<b>F. Business System Analysis</b>	Gather requirements, reengineer processes, conduct QA, and configure applications to match operational needs.
<b>G. Procurement Support</b>	Coordinate purchases (no markup), prepare RFPs, and ensure approvals align with TTD policies.
<b>H. Policy &amp; Specifications</b>	Develop IT policies & specifications aligned with industry best practices and TTD expectations.
<b>I. Reporting</b>	Deliver monthly and on-demand reports covering activities, hours, vendor coordination, contract status, and budget risks.
<b>J. Help Desk Support</b>	Provide 24/7 local phone/email support, respond to emergencies within 1 hour (onsite within 2 hours), offer unlimited phone support, and meet SLAs (password reset 15 minutes, new user 1 hour, installs/repairs 30–60 minutes).
<b>K. On-Site Support</b>	Provide flexible and consistent onsite presence (16 hours/week at South Lake Tahoe & Stateline), dedicated staff for continuity, and maintain email, VoIP, and mobile systems.
<b>L. Server Maintenance</b>	Manage server infrastructure for performance & security, coordinate backups, repairs, software installs and support multi-server environments with vendor collaboration.
<b>M. Desktop Administration</b>	Install/support PCs, laptops, printers, and software; troubleshoot issues; perform preventive maintenance; recommend upgrades; and assist procurement.
<b>N. Mobile Device Maintenance</b>	Support laptops, printers, mobile tools; configure iOS/Android; and manage MDM solutions for secure mobility.
<b>O. Miscellaneous Support</b>	Maintain phone systems, support Microsoft Business Central, coordinate with external software teams, and ensure emergency onsite response (<2 hours).



## CERTIFICATIONS AND DISCLOSURES

### Compliance Summary

<b>Requirements &amp; Exceptions</b>	We acknowledge and accept all RFP requirements with no exceptions or alternative terms.
<b>Addenda Acknowledgement</b>	No addenda have been issued for this RFP.
<b>SBE Status</b>	Certified Small Business Enterprise ID #2031612
<b>Annual Gross Receipts</b>	Less than \$10 Million
<b>Lobbying Certification</b>	Attached (Attachment B)
<b>Debarment/Suspension Certification</b>	Attached (Attachment C)
<b>Conflict of Interest Disclosure</b>	Infinity Technologies has no conflicts of interest to disclose.

## REFERENCES

Infinity Technologies delivers managed IT for public agencies with a proven, compliant model spanning systems administration, network operations, security, and strategic planning—tailored to each municipality and built for long-term partnership.

Public-sector footprint: 20+ California agencies, including the Cities of Bell, Eastvale, Pico Rivera, Wildomar, Laguna Niguel, San Juan Capistrano, Paramount, Signal Hill, Dana Point, La Palma, Rancho Santa Margarita, Stanton, Lakewood, Tustin, Half Moon Bay; First 5 California; Stanislaus COG; Stanislaus Regional Transit Authority; Towns of Atherton and Truckee.

Our public agency partners can attest to our service quality and results—including the San Joaquin Regional Rail Commission, Placer Mosquito & Vector Control District, the Town of Truckee, and the Town of Atherton. See below for contact information.

### San Joaquin Regional Rail Commission

**Benjamin Buscher**  
IT Manager  
949 E. Channel Street  
Stockton, CA 95202  
(209) 800-2681  
[bbuecher@sjrrc.com](mailto:bbuecher@sjrrc.com)

### Services Overview

Infinity Technologies has delivered responsive, full-spectrum IT support to SJRRC since 2011. Key achievements include: • Rapid onboarding and issue resolution • Structured Help Desk implementation • Zero-downtime system upgrades • Backup modernization, public Wi-Fi deployment, and VPN-enabled internet. Ongoing Services: Network/Server Maintenance • Desktop/Mobile Support • Security & Antivirus • Software & Development • Spam Filtering • Business Systems Analysis



### Placer Mosquito and Vector Control District

**Joel Buettner**  
General Manager  
2021 Opportunity Drive  
Roseville, CA 95678  
(916) 380-5444  
joelb@placermosquito.org

### Town of Truckee

**Chris Hardy**  
Chief Information Technology  
& Security Officer  
10183 Truckee Airport Road  
Truckee, CA 96161  
(530) 363-1123  
chardy@townoftruckee.gov

### Town of Atherton

**Anthony Suber**  
Deputy City Manager  
80 Fair Oaks Lane  
Atherton, CA 94027  
(650) 752-0529  
asuber@ci.atherton.ca.us

#### Services Overview

Infinity Technologies provides end-to-end IT management, combining on-site and remote support to maintain seamless daily operations. Our team ensures stable servers, secure networks, and reliable data backups, while 24/7 help desk coverage and proactive monitoring minimize downtime. By implementing strong cybersecurity practices and providing staff training, we've helped the District improve system reliability, enhance data protection, and reduce service disruptions. Regular reporting and asset management further support strategic planning and lifecycle management.

#### Services Overview

Infinity Technologies supports domain consolidation, device management, and security enhancements. Outcomes include single secure login for Police Department users, improved endpoint protection, and best-practice aligned with Active Directory and security settings. Guided .gov email transition strengthening security, delivering both onsite and remote IT support to streamline operations and reducing risk.

#### Services Overview

Infinity Technologies has provided reliable, cost-effective IT services for over 12 years, including dedicated support for the Police Department. Strategic recommendations led to significant cost savings. Our team continues to deliver responsive, full-spectrum IT support tailored to Town operations. Core Services include: Help Desk · Systems/Server Operations · Network Security · Business Applications Database Management · Disaster Recovery · Documentation & Reporting

## VALUE & DIFFERENTIATORS

Infinity Technologies brings a unique blend of transit-specific IT expertise, responsive service delivery, and forward-looking innovation. Our deep understanding of TTD's operational environment, combined with a commitment to modernization, will ensure systems remain reliable, compliant, and future-ready.

### 1. Established Knowledge of TTD Environment

Infinity Technologies' deep familiarity with TTD's infrastructure and workflows enables faster resolutions, accurate planning, and seamless partnership.

- **Institutional Knowledge:** Our team has hands-on experience with TTD's systems, minimizing onboarding time and maximizing continuity.



- **Transit-Specific Expertise:** We understand the nuances of transit technology platforms, from scheduling systems to AVL and fare collection.
- **Zero Learning Curve:** Services continue seamlessly, with no disruption or ramp-up required.

## 2. Demonstrated Performance

Infinity Technologies delivers measurable IT improvements with a proven record of technical excellence, fiscal responsibility, and continuous improvement.

- **Operational Uptime:** Reduced service disruptions and faster recovery times.
- **Cost Efficiency:** Strategic planning and proactive support have lowered total cost of ownership.
- **Transparent Accountability:** Clear reporting and billing transparency ensure full visibility into performance.

## 3. On-Site Support Expertise

Infinity Technologies is committed to supporting both your systems and the people who rely on them.

- **Dedicated Team:** On-site coverage fosters strong relationships and firsthand understanding of evolving needs.
- **Rapid Escalation Response:** Rapid onsite support and immediate remote triage ensure urgent issues are resolved without delay.
- **Embedded Partnership:** Our presence builds trust, responsiveness, and alignment with TTD's mission.

## 4. Knowledge of FTA Compliance

Infinity Technologies ensures TTD stays audit-ready and fully aligned with federal funding requirements.

- **Procurement Expertise:** Familiarity with FTA policies ensures compliant sourcing and documentation.
- **Audit Readiness:** We maintain meticulous records and proactive compliance strategies to support TTD's regulatory obligations.

## 5. Value and Stability

Infinity Technologies offers more than technical service—we offer strategic continuity.

- **Team Familiarity:** Our technicians know your systems, your staff, and your goals.
- **Historical Insight:** Past performance informs smarter planning and faster troubleshooting.
- **Reliable Partnership:** Stable staffing and consistent service delivery reduce risk and build trust.

## 6. Future Vision – Driving Innovation

Infinity Technologies is committed to guiding TTD toward a more resilient, efficient, and secure IT future.

- **90-Day IT Reassessment:** A structured review to identify gaps and prioritize improvements.
- **Cloud Migration Roadmap:** Scalable, cost-effective solutions tailored to TTD's operational needs.
- **Cybersecurity Modernization:** Integrated EDR and SOC monitoring to strengthen defenses.
- **SSO Implementation:** Simplified, secure access across platforms.
- **Network Optimization:** Legacy cleanup to boost performance and reduce vulnerabilities.
- **Smart Cities Exploration:** Evaluation of AI, IoT, and citizen engagement tools to elevate transit operations.



### Commitment to TTD's Success

Infinity Technologies is uniquely positioned to deliver immediate value and long-term transformation. Our blend of transit IT expertise, embedded support, regulatory fluency, and innovation ensures TTD remains resilient, compliant, and future-ready.

## COST PROPOSAL

Infinity Technologies proposes a transparent and scalable cost structure designed to support TTD's operational needs while maintaining fiscal accountability.

Category	Billing Method	Unit Rate	Annual Cost Not to Exceed	Notes
Onsite Technician (64 Hours per Month)	Hourly	\$100	\$67,200	<i>Includes annual discount of up to \$9,600.</i>
24/7 Remote Help Desk Support (24 Hours per Month)	Hourly	\$90	\$25,920	Unlimited remote support
File Server & Cloud (Optional Service)	Per-user, per month basis	\$2.25	\$1,296	Includes storage, access controls, backups.
Remote Monitoring & Management - Workstation	Per-device, per month basis	\$2.53	Included	Covers remote support, monitoring, and security.
Remote Monitoring & Management – Server	Per-device, per month basis	\$5.00	Included	Covers remote support, monitoring, and security.
Outside Services & Subscriptions	Billed separately, directly to TTD	NA	NA	Includes software, 3 <sup>rd</sup> party services, & subscriptions.
Authorized Procurement	As approved by TTD	NA	NA	Covers hardware, software, or materials specifically authorized.
<i>Service Add-On:</i> On-site service support for Board & Committee Meetings	Hourly	\$100	TBD	Budget predictability, paying for actual hours.
<b>Annual Total Not to Exceed:</b>			<b>\$94,416</b>	

Infinity Technologies offers a flexible, negotiable pricing model tailored to TTD's evolving needs—aligning with funding cycles, enabling innovation, and supporting long-term partnership value.



## 2025 IT Rate Schedule

IT CLASSIFICATION	HOURLY RATE (\$) REMOTE	HOURLY RATE (\$) ON-SITE
Project Manager	170	185
Programmer/Developer	160	180
Senior Network Engineer	155	170
Network Engineer	140	160
Senior Business Analyst	175	190
Business Analyst II	155	170
Business Analyst I	125	140
Senior Systems Engineer	135	155
Systems Engineer	130	150
Senior Systems Analyst	120	135
Systems Analyst II	115	130
Systems Analyst I	110	125
Senior IT Technician	105	120
IT Technician II	100	115
IT Technician I	95	110

*Note: Infinity Technologies conducts an annual rate review, comparing our rates to the Consumer Price Index (CPI) for potential adjustments.*

**THANK YOU  
FOR YOUR TIME AND CONSIDERATION**



**INFINITY TECHNOLOGIES**

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[www.inftechnologies.com](http://www.inftechnologies.com)

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**EXHIBIT B  
COMPENSATION**

Contractor shall be compensated for the work performed in their proposal submitted August 25, 2025 and attached herein (Exhibit A) at the rates identified in the Cost Proposal (pages 9 and 10).

B-1

GF/ja

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to the District, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Contractor shall procure and maintain the following scope and limits of insurance:

**Only the following "marked" requirements are applicable:**

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

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

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

     **Professional Liability Insurance:** Professional liability insurance appropriate to the Contractor's profession in an amount not less than one million dollars \$1,000,000 per

occurrence. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor’s services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

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

1. All Coverages.

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

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

2. Commercial General Liability and Automobile Liability Coverages.

a. District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.

b. Contractor’s insurance coverage shall be primary insurance with respect to District, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor’s insurance.

c. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided

to District, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the Executive Director otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against District, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Contractor furnish District with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

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

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

## EXHIBIT “D”

### FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.
  
2. ADA Access - The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
  - a) Federal laws, including:
    - i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
    - ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
      - (1) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
      - (2) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
    - iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
    - iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
    - v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
  - b) Federal regulations and guidance, including:
    - i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37;
    - ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27;

- iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39;
- v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35;
- vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36;
- vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630;
- viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F;
- ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194;
- x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609;
- xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

3. Access to Records. The following access to records requirements apply to this Agreement:

- a. Where the District is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49

U.S.C. 5307, 5309 or 5311.

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### 4. Civil Rights.

- a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:
  - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5. Disadvantaged Business Enterprises.

- a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

- e. The Contractor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of District.
6. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  7. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Agreement.
  8. No Obligation By The Federal Government
    - a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
    - b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
  9. Program Fraud and False or Fraudulent Statements or Related Acts.
    - a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the

Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. Notification to FTA; Flow Down Requirement – If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative TTD,

a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

11. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

12. Buy America - The Vendor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

13. Distracted Driving, Including Text Messaging While Driving – The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) *Safety*. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted Operators, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the Operator owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

#### 14. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 15. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - i. Procure or obtain;
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    2. Telecommunications or video surveillance services provided by such entities or using such equipment.
    3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National

Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained
- c. See Public Law 115232, section 889 for additional information.
- d. See also § 200.471

16. Recovered Materials - The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. Clean Air - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

18. Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19. Lobbying – Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any District, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered

by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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

\_\_\_\_\_ Signature of Contractor’s Authorized Official

\_\_\_\_\_ Name and Title of Contractor’s Authorized Official

\_\_\_\_\_ Date

20. Veterans Employment - As provided by 49 U.S.C. § 5325(k):

- a. To the extent practicable, Contractor agrees that it:
  - 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
  - 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-contractor will:
  - 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
  - 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

21. Trafficking in Persons. Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B)

procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform TTD immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. TTD may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the TTD.

22. Federal Tax Liability and Recent Felony Convictions. The contractor certifies that it:
- a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval. Flow-Down. The contractor agrees to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## **ATTACHMENT C**

### **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 TTD, 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 TTD, 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.]

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**ATTACHMENT C**

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

**ATTACHMENT C**

**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 TTD 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



MEMORANDUM

Date: September 25, 2025

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

From: TTD Staff – George Fink, Transportation Services Director

Subject: Recommend the TTD Board of Directors Award a Contract to Via Mobility LLC for Microtransit and Paratransit Scheduling and Management Software in an Amount Not to Exceed \$88,000

**Action Requested:**

It is requested the Committee recommend the TTD Board of Directors award a contract (Attachment A) to Via Mobility LLC for microtransit and paratransit scheduling and management software in an amount not to exceed \$88,000.

**Fiscal Analysis:**

All expenditures associated with this item for the fiscal year (FY) are in the approved FY26 budget. Total cost of this contract (five years) will not exceed \$88,000. Pricing is established based on number of active vehicles. This contract assumes four active vehicles – TTD’s current paratransit fleet. Additional vehicles were contemplated in the proposal and priced but are not included in the not to exceed amount. Pricing is included in Attachment A.

**Work Program Impact:**

All work associated with this effort is captured under respective elements of the approved FY26 Work Program, with corresponding allotted staff time.

**Background:**

On July 21, 2025, Staff released a Request for Proposals (RFP) for Microtransit and Paratransit Scheduling and Management software. The purpose of this solicitation is to modernize TTD’s paratransit scheduling system and provide a technological solution that can grow as new modes of transit are deployed to meet the transportation needs of Lake Tahoe. The new scheduling systems will support microtransit, paratransit, fare collection, app-based ride booking and management, and provide enhanced data tools. The increase in data will be helpful in tailoring specific solutions to local and regional mobility.

GF/ja

AGENDA ITEM: IV.D.  
FPC AGENDA ITEM: III.D.

**Discussion:**

On August 14, 2025, TTD received seven proposals to the RFP. The submitting firms are listed below:

- Downtowner
- Ecolane
- HBSS
- IT Curves
- Nemi
- Spare
- Via

The evaluation team consisted of George Fink, Chris Jacobs, and Erika Conley. The team reviewed the proposals and invited all firms to interview. Five firms were interviewed during the week of August 22 through September 8. Two firms, HBSS and Nemi, did not respond to the interview request.

Via Mobility LLC is the top rated proposer with an average score of 84/100. Via Mobility LLC is an experienced transit software provider and operator. Their response to the RFP demonstrated an excellent understanding of TTD’s needs coupled with practical approaches to challenges. Via Mobility LLC proposed an experienced team and their pricing over the full contract term was very competitive.

The Via Mobility LLC solution features app-based trip booking and management, automated workflows, and robust reporting. Their start-up plan is well thought-out, deliberate, and timely. Via Mobility LLC proposed a comprehensive training plan for TTD staff and is sensitive to the users who will ultimately need assistance transitioning to new technology. Staff are excited to partner with Via Mobility LLC.

The evaluation team recommends Via Mobility LLC as the best value for microtransit and paratransit scheduling and management software.

The draft contract is structured for two years with three option years.

VIA MOBILITY LLC	Initial Contract		Individual Option Years		
	Year 1	Year 2	Year 3	Year 4	Year 5
Installation Fee	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Annual/Monthly Fees (Per Vehicle)	\$ 14,400	\$ 15,000	\$ 15,600	\$ 16,200	\$ 16,800
<b>Total</b>	<b>\$ 24,400</b>	<b>\$ 15,000</b>	<b>\$ 15,600</b>	<b>\$ 16,200</b>	<b>\$ 16,800</b>
Initial/Option Costs	\$39,400		\$48,600		
Monthly Cost per Vehicle	\$ 300	\$ 313	\$ 325	\$ 338	\$ 350

Based on TTD’s current paratransit fleet of four vehicles, the total contract cost for five years would not exceed \$88,000. Additional vehicles could be added at additional cost with a contract amendment, should TTD’s service offerings evolve during the contract term.

GF/ja

AGENDA ITEM: IV.D.  
FPC AGENDA ITEM: III.D.

**Additional Information:**

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

**Attachment:**

- A. Draft Contract with Via Mobility LLC

GF/ja

AGENDA ITEM: IV.D.  
FPC AGENDA ITEM: III.D.

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**AGREEMENT FOR GOODS AND SERVICES  
BETWEEN  
TAHOE TRANSPORTATION DISTRICT  
AND  
VIA MOBILITY LLC**

This Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of October 2025 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and Via Mobility LLC (“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 and goods defined and described particularly in Section 2 of this Agreement.

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

C. District has authority to enter into this Agreement and the Executive Director has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services and goods 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, with three (3) one (1) year options, which may be exercised at the sole discretion of the District.

**DRAFT****SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

(a) Scope of Services. Contractor agrees to perform the services and provide services as set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference.

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

**SECTION 3. ADDITIONAL SERVICES.**

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

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. Payment under this Agreement shall not exceed eighty-eight thousand dollars (\$88,000).

(b) Each month Contractor shall furnish the District an original invoice for all goods and services performed during the preceding month. District shall independently review each invoice submitted by the Contractor to determine whether the goods and services performed is in compliance with the provisions of this Agreement. In the event that no charges are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges are disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for goods and services performed by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor’s correct and undisputed invoice.

(d) Payment to Contractor for goods and services performed pursuant to

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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. CONTRACTOR'S BOOKS AND RECORDS.**

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

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

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

**DRAFT****SECTION 7. 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 8. STANDARD OF PERFORMANCE.**

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

**SECTION 9. 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

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liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

**SECTION 10. 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 11. 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 12. UNAUTHORIZED ALIENS.**

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

**SECTION 13. 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 Executive Director. 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.

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

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

**SECTION 14. 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 Executive Director, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Executive Director or unless requested by the 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.

**DRAFT****SECTION 15. INDEMNIFICATION.**

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

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

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

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings,

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administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

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

**SECTION 16. 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 Executive Director. Contractor agrees to provide District with copies of required policies upon request.

**SECTION 17. 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 18. 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

**DRAFT**

any, assigned to perform the Services prior to and during any such performance.

**SECTION 19. TERMINATION OF AGREEMENT.**

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

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

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

**SECTION 20. DEFAULT.**

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

**SECTION 21. EXCUSABLE DELAYS.**

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

**DRAFT****SECTION 22. 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 23. NOTICES.**

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

To District: Tahoe Transportation District  
Attn: Jim Marino, Executive Director  
P.O. Box 499, Zephyr Cove, NV 89448  
jmarino@tahoetransportation.org

To Contractor: Via Mobility LLC  
Joe Martin, Partner Success Manager  
114 5th Avenue, 17th Floor  
New York, NY 10011  
joe.martin@ridewithvia.com

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 24. 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 25. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director 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 Executive Director's contracting authority under District's ordinances, rules and regulations.

**DRAFT****SECTION 26. 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 Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director'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 27. BINDING EFFECT.**

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

**SECTION 28. FEDERAL PROVISIONS.**

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

**SECTION 29. 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

**DRAFT**

by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

**SECTION 30. 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 31. 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 32. 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 33. 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).

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**SECTION 34. 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**

\_\_\_\_\_  
Jim Marino  
Executive Director

**ATTEST:**

\_\_\_\_\_  
Judi Allen  
Clerk of the Board

By: \_\_\_\_\_  
Michael Vaccarino  
Chief Revenue Officer

**EXHIBIT A  
SCOPE OF WORK**

Contractor shall perform the work as described in their proposal submitted August 14, 2025 and attached herein.

August 2025



Tahoe Transportation District

# Microtransit and Paratransit Scheduling and Management Software



Submitted by Via Mobility LLC  
(A wholly owned subsidiary of Via Transportation, Inc.)

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# Cover Letter



**Via Mobility, LLC**

(a wholly owned subsidiary of Via Transportation, Inc.)  
114 5th Avenue, 17th Floor, New York, NY 10011

**Subject:** Request for Proposals (RFP) for Microtransit and Paratransit Scheduling and Management Software

**To:** Tahoe Transportation District

**Attn:** Judi Allen, Executive Assistant / Clerk to the Board

Dear Ms. Allen and the TTD RFP Evaluation Committee,

We are grateful for the opportunity to propose our solution in response to the Tahoe Transportation District's Request for Proposal for Microtransit and Paratransit Scheduling and Management Software. Via has developed the world's most advanced software platform for adaptable paratransit and microtransit services. With **over 750 partnerships worldwide** — including **over 100 paratransit services and 80+ partners in the state of California alone** — Via has worked hand-in-hand with thousands of dispatchers, schedulers, reservationists, and vehicle operators to build solutions specifically designed to prioritize rider safety and service reliability while streamlining operations.

TTD requires a software built to automate its current ADA-paratransit service now while also offering long-term flexibility. **Our platform achieves consistently excellent on-time performance (OTP) and provides riders with predictable, secure trips that they can manage for themselves, resulting in fewer complaints and higher user satisfaction.** Via's offering is also designed to continue to meet our partners' needs as they evolve: we can easily add new agencies or service types to our platform, allowing TTD to provide more transit to more people over time.



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In **Tooele County, Utah**, we transitioned a dial-a-ride service focused on seniors onto Via's platform. We serve popular destinations across the zone, including Park and Ride centers, shopping and grocery stores, religious centers, and recreational areas. Within the first year of using Via's software to power the service, the County **increased service utilization by 62%**.



In support of TTD's vision for enhanced, accessible intra- and interregional connectivity, we are excited to offer TTD our transformative microtransit and paratransit scheduling and management software, designed to:

- Elevate operational performance through automated ADA-compliant scheduling, real-time vehicle tracking, and intuitive dispatch interfaces that delivers **97%+ OTP for partners transitioning off of Ecolane**.
- Improve rider independence and accessibility with a fully integrated suite of customer tools — **including IVR, SMS, multilingual mobile applications, and web booking portals**.
- Support robust, compliant reporting in complex regulatory environments via audit-ready analytics dashboards and **automated National Transit Database (NTD) reporting features built by Via's federal reporting experts**.
- Incorporate multiple service types (including paratransit, microtransit, and fixed route) and user groups (including partner agencies and vehicle operators) **to support TTD as it scales its service offerings across its multi-state jurisdiction**.

TTD provides crucial services across the Tahoe Region, and its riders are a unique mix of local residents, visiting tourists, and seasonal workers. Our technology will empower the District to enhance its current ADA paratransit operations immediately — in one Ecolane transition, we were able to **increase utilization by 30% by migrating demand-response services onto the Via Platform** — and achieve its broader vision for public transit across the Lake Tahoe area.

We hope this proposal demonstrates our excitement to work as partners in the delivery of modern, reliable, and high-quality demand-response transit together. We would be happy to answer any additional questions regarding our proposal. Thank you for the opportunity to bid.



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Sincerely,

Signed by:  
  
 C7652978C824421...

Authorized  
Corporate Officer:

**Alex Lavoie**  
**Manager**  
**Via Mobility, LLC**  
**Chief Operating Officer**  
**Via Transportation, Inc.**

Authorized  
Contacts:

**Carly Rubin**  
**Director, Strategy**  
**Via Transportation, Inc.**  
 (888) 501-7511, ext. 4  
 carly.rubin@ridewithvia.com

**Daniele Bourne**  
**Director, Partnerships**  
**Via Transportation, Inc.**  
 (917) 428-6107  
 daniele.bourne@ridewithvia.com

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## Company Profile

At Via, we build innovative software and power safe, reliable, efficient operations that enable transit agencies to transform their transportation systems into smart, data-driven, technology-enabled networks. Founded in 2012, Via provides services across the public mobility spectrum, **with specialized experience in building paratransit software, microtransit software, and tools for integrating entire transit networks.** Over the last decade, we have powered more than 165 million rides for agencies all around the world, delivering best-in-class on-time performance, an exceptional rider experience, and integrated transit networks for our partners and their communities.



Worldwide, Via works with **over 750 partners across 40 countries.** We are headquartered in New York City, where our offices house a leadership team of industry experts and innovators, bringing decades of experience. Via's global staff includes:

- Over **1,000 full-time specialists** focused on operations, partner success, marketing, community engagement, and service planning, including a dedicated Service Design team and in-house transit planning and consulting practice.
- Over **500 full-time software engineers**, product managers, and data scientists with deep experience in advanced algorithms, data science, digital mapping, database architecture, product management, and app development.

In the United States, Via has employees in field offices across 26 states and Washington, D.C. **In California — where we have a secondary headquarters in San Francisco — we have 250+ employees.** Employees focused on Via's work in the Tahoe Region and surrounding areas report to **Daniele Bourne, Director of Partnerships.** Daniele reports to **Mike Vaccarino, Via's Chief Revenue Officer.** For Via's contact information, please see our cover letter.



## Type of Organization

Via is a C Corporation incorporated in Delaware, and we are privately held. We are backed by many of the world's leading investors, including Exor, Janus Henderson, Blackrock, ION, Pitango, and 83 North.

## Paratransit Expertise

Via's paratransit software is built with **ADA, NTD, and FTA requirements in mind and informed by our direct operational paratransit experience.** Many details of powering paratransit service — such as how to ensure that operators seamlessly receive the rider information they need to feel prepared to assist their passengers — are challenging to identify and address without first-hand knowledge. Paratransit riders, operators, and dispatchers encounter unique challenges and opportunities in the day-to-day delivery of service, and our product is informed by our real, on-the-round understanding of those challenges and opportunities. We power **over 100 paratransit services across the United States** —some of which we operate directly — and our partners benefit from our real-world experience daily.

“

Just the other day, I listened to one of our dispatchers say ‘Amazingly enough—the system does actually know what it's doing.’

— Ben Sawyer, Contracted Services Manager, Cherriots



## Microtransit Expertise

Via specializes in commingled and multi- and intermodal microtransit services, including many that operate on a scale similar to TTD's own: **over 300 of our services use fleets of fewer than 20 vehicles.** Our microtransit software is purpose-built to be highly discoverable to both local residents and visitors, pool riders intelligently to maximize vehicle utilization, and **reduce single-occupancy vehicles on the road** — in Salt Lake



City, our turnkey microtransit service, which is delivered in partnership with **Utah Transit Authority**, serves previously communities that previously had no access to public transit, reducing the need for private cars. We know that providing comfortable, compelling alternatives to private vehicles is crucial to agencies in places like Lake Tahoe — the presence of too many cars crowds streets and downtown areas, makes bicycling and walking less attractive, and threatens environmental beauty and ecological diversity — and we have built a microtransit solution specifically designed to address these challenges.

Our in-house transit planning consultancy is staffed by industry leaders in microtransit and service design that prioritizes maximizing shared trips: they have performed microtransit analyses and design projects for partners including **High Valley Transit** in Summit County, Utah; **Sioux Area Metro** in Sioux Falls, South Dakota, and the **Regional Transportation Commission** in Las Vegas, Nevada.



## Key Personnel

TTD will benefit from Via's deep expertise in paratransit and microtransit software implementations. **Project Manager Rachel Birnbaum** will be supported by **Training Lead Axelle Talma** and **Partner Success Manager Joe Martin** to ensure that the District is successful before, during, and after launch. Rachel, Axelle, and Joe specialize in paratransit transitions and will be on the ground with the District to kick off our launch process, conducting in-person training sessions and meeting with drivers, schedulers, dispatchers, and other staff to ensure success on the first day of live service. Please see overviews of Rachel, Axelle, and Joe below:



### Rachel Birnbaum

#### Project Manager

Via's project team for TTD will be led by Rachel Birnbaum, Vice President of Launch. Leveraging her experience launching over 100 services and 10+ Ecolane transitions, Rachel will manage all aspects of TTD's service transition and day-to-day operations to ensure its success. Rachel will also serve as TTD's main Point of Contact (POC) throughout the duration of the project.

Rachel's experience as a paratransit caretaker, rider, dispatcher, and general manager over the past decade gives her a deep understanding of and empathy for paratransit services and operations. Rachel has been a part of over 75 paratransit software launches as a launch manager or expert advisor at Via, and has advised numerous agencies in the transition of paratransit software from Ecolane. Rachel has experience deploying paratransit services in major cities and across California, as well as ADA-paratransit services in places like Suffolk Bus, NY, Centro, NY, Intercity, WA, and Trinity Metro, TX.





## Axelle Talma

### Training Lead

Axelle Talma will serve as TTD's Training Lead and will oversee all change management and training processes for TTD's services. Axelle will be available on-site to spend dedicated time with all impacted TTD staff — including drivers, schedulers, dispatchers, administrative staff, and executive stakeholders — ensuring all users are equipped to use the Via Platform successfully on the first day of live service. Over the past five years, Axelle has trained thousands of drivers, dispatchers, reservationists and administrative staff as part of our launches across the US, Europe, and Canada, including numerous Ecolane software transitions. Axelle has spent countless hours side-by-side with our partners on the ground, making sure everyone feels fully supported and ready for success on day one of a new system launch.



## Joe Martin

### Partner Success Manager

Joe is based in California and will be available to provide TTD with localized support post-launch. He will conduct business reviews, monitor performance, drive iterative improvements, and ensure that TTD has ongoing access to Via's breadth of solutions as the District's network needs evolve. Joe specializes in supporting paratransit partners and works closely with agencies including Antelope Valley Transit Authority (AVTA) in Lancaster, CA, High Valley Transit (HVT) in Summit County, UT, and Utah Transit Authority (UTA) in Salt Lake City, UT to drive service success.

Detailed resumes for each team member can be found in **[Attachment 1: Key Personnel Resumes](#)**.



## RFP Requirements

After performing a careful review of TTD's RFP, **we are pleased to confirm that we can deliver on each of the District's requirements.** Below, please find a description of our proposed approach to the District's scope of work, including our transition and start-up plan, an overview of our technical solution for TTD's immediate needs, our partner support and security program, and a description of Via's ability to meet TTD's potential future needs.

## Transition and Start-Up Plan

**We are committed to transitioning TTD's service by its target date of October 1, 2025.** Via launched 130 services in 2024, **all of which were delivered on time and within budget.** Our project management methodology foregrounds input gathering and scope alignment to ensure that we can move quickly through data migration, platform configuration, and go-live. At the beginning of the transition process, **Project Manager Rachel Birnbaum will produce a detailed change management and implementation document for TTD's review,** and over the course of launch, we will set up weekly management meetings to talk through progress, open questions, and updates, and we will also send "Weekly Recap" emails.

We will also set up weekly project management meetings with key users from different teams — dispatchers, schedulers, reservationists — to talk through all workstreams. All workstreams will be organized in a centralized project management platform (open to all users): we recommend [Monday.com](#) (see below), but are happy to discuss other options.



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## Launch Plan

Our launch plan for TTD accomplishes five key tasks over the course of **four weeks**:

- **Input gathering** (1 week)
- **Data migration and technical configuration** (1 weeks)
- **Quality assurance testing** (1 week)
- **On-the-ground training** (.5 weeks)
- **Cutover and full service transition** (.5 weeks)

**“This is the first time I haven't been stressed about the end of the day in 7 years!”**

- Scheduler in South Dakota doing the night before process for the first time in Via

A table outlining the output of each task is as follows:

Task	Output
<b>Input gathering</b>	<ul style="list-style-type: none"> <li>● First-hand understanding of current TTD operations, pain points, and opportunity areas</li> <li>● Complete evaluation of TTD service data</li> <li>● Configuration plan according to TTD policies and priorities</li> </ul>
<b>Data migration and technical configuration</b>	<ul style="list-style-type: none"> <li>● All TTD data migrated onto the Via system</li> <li>● Via backend — including passenger interface technology, microtransit software, paratransit software, and TTD data and reporting modules — configured to TTD's exact technical and geographic specifications</li> </ul>
<b>Quality assurance testing</b>	<ul style="list-style-type: none"> <li>● All service parameters confirmed to be producing desired results</li> <li>● All TTD data verified</li> </ul>
<b>On-the-ground training</b>	<ul style="list-style-type: none"> <li>● All TTD staff prepared to use the Via Platform independently</li> <li>● All rider-facing educational materials produced</li> </ul>
<b>Cutover and full service transition</b>	<ul style="list-style-type: none"> <li>● TTD service operating fully on the Via Platform</li> </ul>



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## Training

During service transition and start-up, we will provide TTD with on-the-ground, hands-on training to ensure that all end users are fully prepared to take full advantage of the Via Platform on the first day of service. Via has trained **tens of thousands of system users and operators across our global deployments**. Leveraging this experience, we will develop a customized program that supplements live training workshops with a suite of written training documents tailored to the District's needs. Via's train-the-trainer approach ensures long-term knowledge transfer and internal capacity building by equipping TTD staff with deep system expertise, instructional best practices, and sustainable training resources.



The Via team has been nothing short of amazing. Their approach is always thoughtful, kind, and solution-oriented. They have a unique talent for addressing and training staff members who may be resistant to change, ensuring that everyone feels supported and understood throughout the process. I could not be happier with the Via team.

— *Cherry Thomas, Specialized Transportation Manager, Pierce Transit*



Below, please find an overview of training sessions Via typically provides, including sessions for dispatch, customer service, scheduling, and operations.



**Training Introduction Workshop:** High-level overviews of the operations tools, Rider App and Website, Operator App, and administrative tools.



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**Overall Systems Training:** Workshops for using the Via Operations Center, Operator App and Rider App and Website.



**Accessible Service Scheduling and Dispatch Training:** Detailed workshops for schedulers and dispatchers who are taking reservations, preparing pre-scheduled manifests, and monitoring and managing day of service operations.



**Advanced Administrative Tools:** Training for advanced administrative functions, such as inputting road closures and adjusting operational settings / configurations.



**Data and Reporting Training:** Workshops for understanding and leveraging the data through our various dashboards, reports, and best practices for marketing and growing the service.



**Operator Training:** Workshop to train operators. It can be broken up into multiple sessions to accommodate operator schedules if necessary.

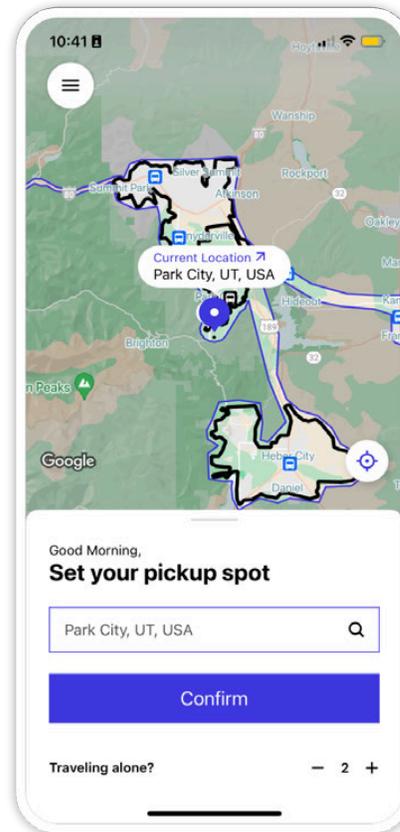
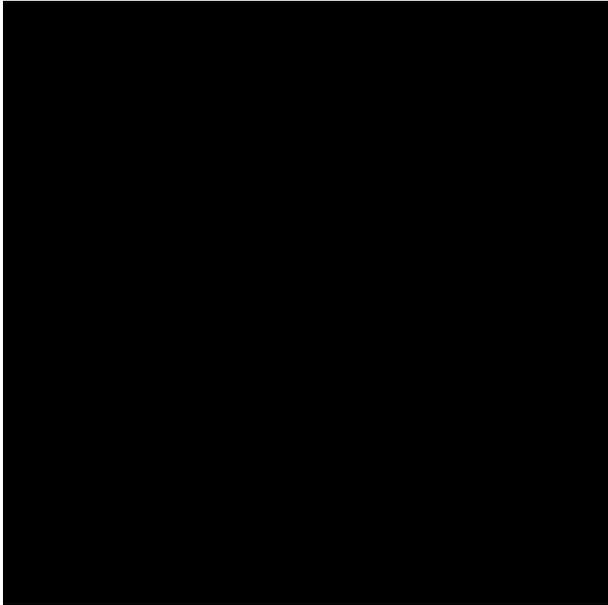


**Rider-Centric Tools Training:** Workshops focused on usage of rider-centric tools so that staff can help operator adoption and support rider community questions and needs.



## Work Plan / Scope of Work

Tahoe Transportation District will benefit from Via's end-to-end solution, which includes APIs for easy integration and is built to power ADA-compliant paratransit and complementary microtransit services. Our platform includes:



**Via Operations Center (VOC):** Our web-based, cloud-hosted operational hub for schedulers, dispatchers, and eligibility managers. It includes powerful automation tools to support real-time trip assignment, vehicle tracking, and service optimization.

**Rider App:** The Rider App lets riders book trips, receive notifications, and track vehicles in real time, on their own. Our mobile app interface is always white-labeled to match our partners' branding, and it is fully WCAG- and ADA-compliant, and compatible with iOS and Android devices.

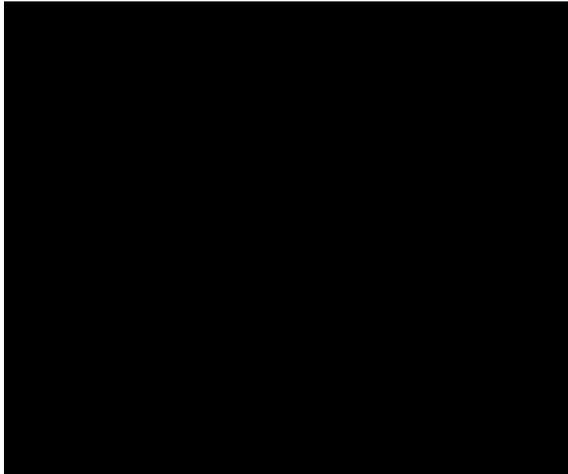


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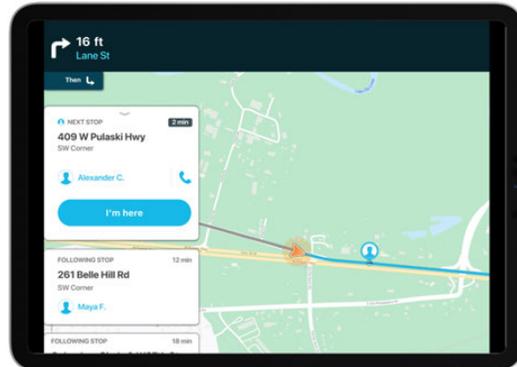
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**NTD- and FTA-Compliant Data Module:** Our data and reporting module provides partners with unprecedented access to raw data, as well as ready-made templates for federal compliance reporting.



**Operator App:** Via's Operator App displays dynamic manifests and turn-by-turn directions, updating in real time with cancellations and traffic changes, while still respecting rider and service requirements and providing operators with notes on rider needs as is useful..

**Eligibility Manager:** Via's comprehensive Eligibility Manager tools allow partners to accept, review, and store eligibility applications submitted by riders. Our tools also allow agencies to communicate updates to riders, and all eligibility determinations automatically flow through to scheduling and dispatching decisions to ensure that all riders get the services they need.

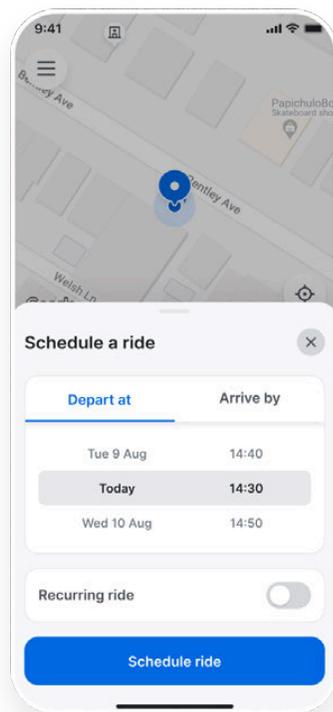


**ViaAlgo and "Always On" Optimization:** Via's proprietary routing and matching algorithms automate the scheduling and dispatch process to ensure maximum efficiency. We optimize on-time performance through better shift plans and allow agencies to serve more riders for the same budget, resulting in the lowest cost per ride in the industry while maintaining a high quality of service for riders.

## Passenger Interface Technology

TTD's riders and caregivers will have access to multiple interfaces that allow the self-servicing of trips, including mobile applications, web applications, and AI-powered IVR systems. Our web-based applications can be accessed from any internet-enabled device, such as a desktop or laptop computer at a public library, while our mobile apps are fully compatible with iOS and Android devices. **All passenger-facing technology is designed to ensure ADA compliance, and our solution exceeds all of TTD's requirements.**

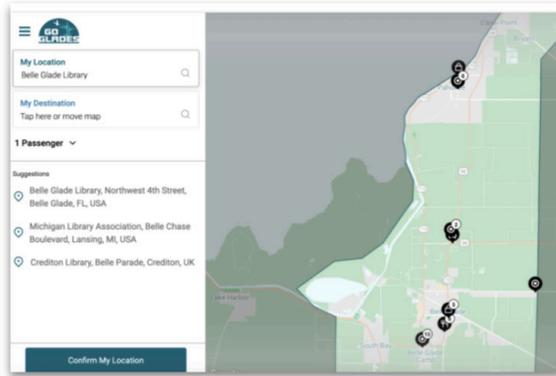
**Our simple and user-friendly rider and caregiver applications increase rider independence, drive app adoption, and reduce call center volumes by delivering a customer experience that consistently outperforms other apps on the market.** Our apps have been downloaded by millions of passengers and consistently receive glowing reviews for their ease of use. The introduction of a high-quality mobile app with WCAG and ADA-compliant accessibility features – including screen reading capabilities and high contrast display modes – can transform the rider experience. Our rider interfaces provide a user-friendly, convenient option for users to book, schedule, and pay for rides in real-time, submit and manage eligibility applications, and contact customer support.



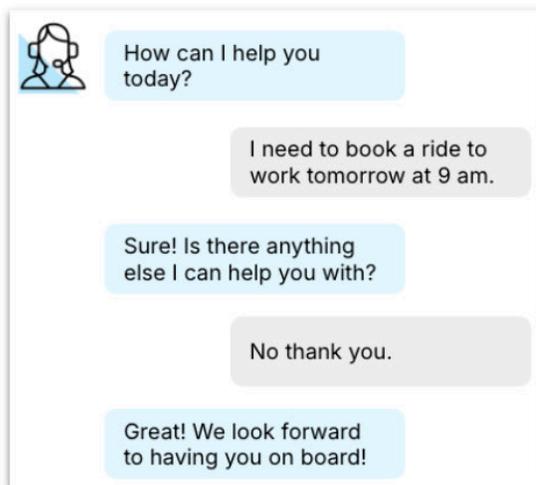
Through **the Rider App**, riders and caregivers will have the ability to:

- View and update personal information, including contact information, preferred payment method, use of mobility assistance devices, and personal notification preferences
- Search for, schedule, and pay for rides in real time
- Cancel upcoming trips, view trip history (including no-shows and late cancellations), and manage suspension details or initiate appeals
- Book multi- intermodal trips across demand response, paratransit, and fixed route services in a single interface



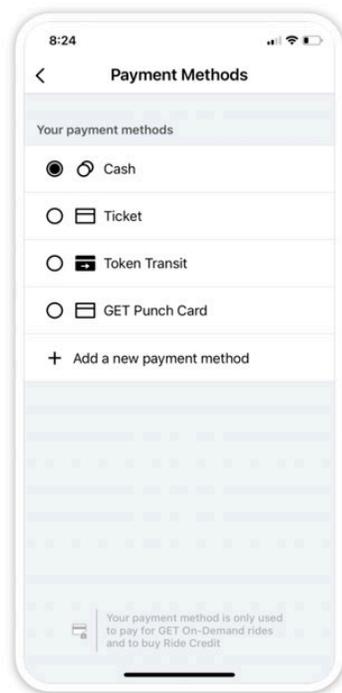


The **web booking portal** is Via's platform version of our Rider App accessible from any internet-enabled laptop or desktop computer, ensuring that passengers without smartphones can still experience independence.



Our platform includes an AI-enabled automated **IVR agent feature** designed to reduce call center loads and provide riders with faster support. These automated agents are able to answer various rider inquiries in a conversational manner. Using voice prompts or keypad inputs, riders can communicate independently without requiring internet access or assistance from a live agent. Our conversational IVR capabilities allow for more natural and efficient interactions with riders, improving booking and customer service experiences.





Riders can **pay for their trips** directly through the Rider App or over the phone using a variety of payment methods that can be configured depending on TTD's preferences. Our system automatically applies configured fare rules and discounts, with all payment data securely processed using industry-leading third party payment processors. We support:

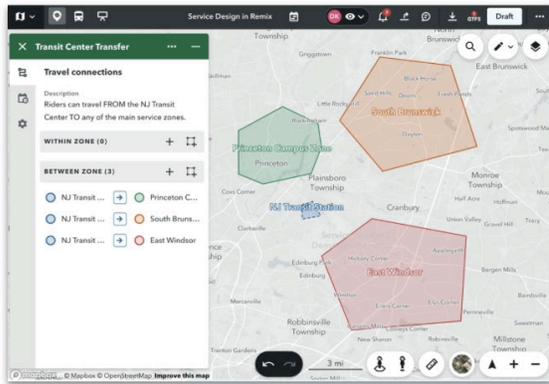
- Credit and debit cards
- Subscription pass
- Payment options for unbanked riders
- Account-based fare models
- Integrated transit pass

Other features required by TTD — including **the ability specify if children are riding and whether those children are under 8 years old, as well as the ability to walk up a vehicle to request a ride** — are also supported by our passenger interfaces.

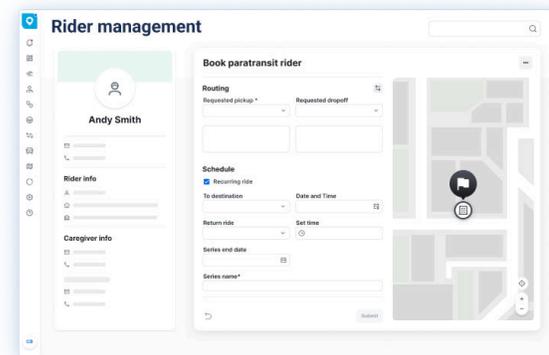
## Microtransit Software

Via's microtransit solution is built to support on-demand trips and scale easily to meet our partners' needs. We use our **integrated transit and commingling tools to ensure that microtransit powered by Via complements existing transit networks and drives ridership to the whole system** — decreasing the need for single-occupancy vehicles (SOVs) and getting private cars off the road. Using Via's platform, TTD staff will be able to easily adjust service parameters, introduce fare pricing, add and remove zones, modify service, push trip discounts to riders, and more. Our microtransit solution also supports multiple languages ensuring that all riders will be able to use TTD's services. Highlights of our microtransit solution, which **exceed all of TTD's requirements**, include:

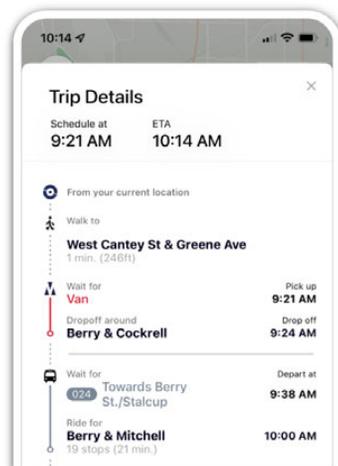




Via's self-service **Service Design functionality** will empower TTD to visually define and edit demand-response zones, service areas and service hours directly within our platform, without the need for intervention from Via staff. These updates integrate seamlessly with the rest of Via's tools, enabling rapid deployment and flexible adjustments as service needs evolve. TTD will be able to define and adjust zones, service days and times, trip pricing and discounts, and more.



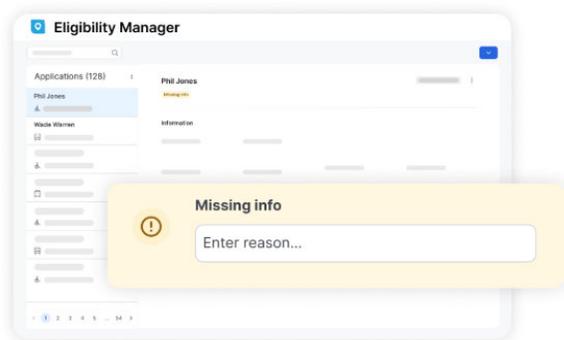
Via's **Rider Profile** clearly displays all the necessary elements of a rider's profile, including the rider's status (active, inactive, suspended), trip history, future reserved trips, ADA accessibility and eligibility details, mobility equipment specifications, contact information, and other relevant profile data. We can also configure custom fields based on TTD's needs to include other information not already included in the Rider Profile.



Via's platform includes **multi- and intermodal trip planning** through our Integrated Transit features. This enables riders to book an "intermodal" trip, which includes a transfer from one mode to another (such as paratransit to fixed route). Riders get the fastest trip, use the most efficient transit mode, and experience seamless trip connections. Our integrations with real-time GTFS feeds show live bus locations, so riders will be able to arrive in time to transfer smoothly.

## Paratransit Software

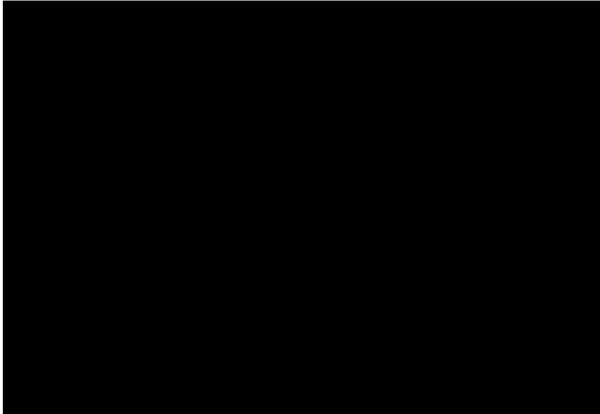
Our paratransit software provides an easy-to-use platform for service setup, optimization, and operations. Powered by **state-of-the-art artificial intelligence and algorithms that get smarter over time**, our platform delivers high on-time-performance and rider satisfaction while adhering to all applicable ADA regulations and collecting data in reporting-ready formats. **Our paratransit platform exceeds all of TTD's requirements, including the ability for dispatchers to manually intervene, edit trips, and schedule trips as needed, the ability to manage and record client eligibility, and the ability to support pre-booked and subscription trips within ADA parameters.** In addition to the functionality described above in [Passenger Interface Technology](#) and [Microtransit Software](#), our paratransit software includes the following tools:



Via's **Eligibility Manager** automates the eligibility process and streamlines key eligibility workflows, such as:

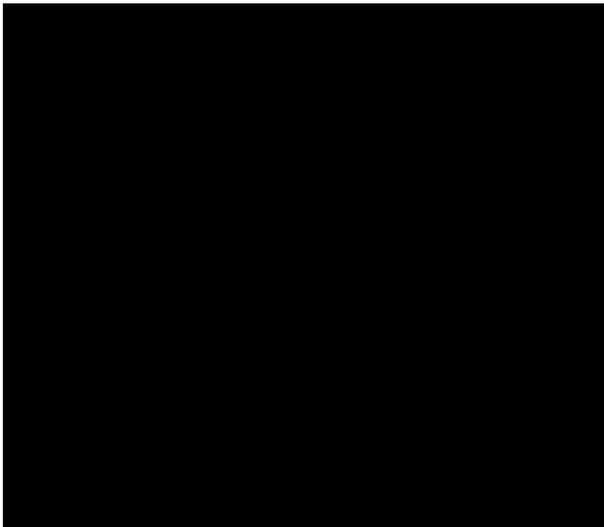
- Build custom digital application forms for riders to apply online
- Digitize paper applications to centralize records
- Generate and schedule email and/or paper-based notifications for riders as they progress through the eligibility lifecycle

- Automate reminders for eligibility renewal and expiration



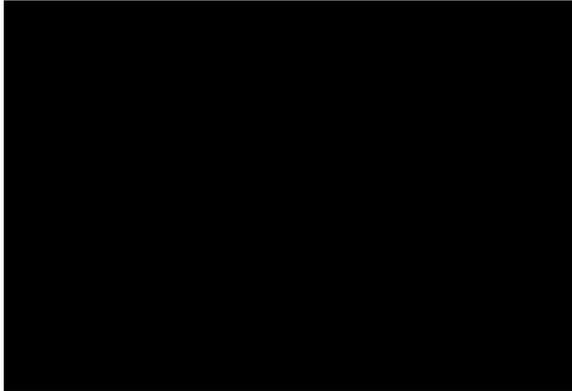
TTD can use our **schedule planning tools** to define key service rules.

- Schedule rides in advance and customize service thresholds (e.g., how far in advance rides can be booked)
- Configure booking windows for ADA-paratransit service to align with ADA-requirements and TTD internal policies
- Configure uniform rules across ADA-paratransit and microtransit, or apply distinct rules for each service type

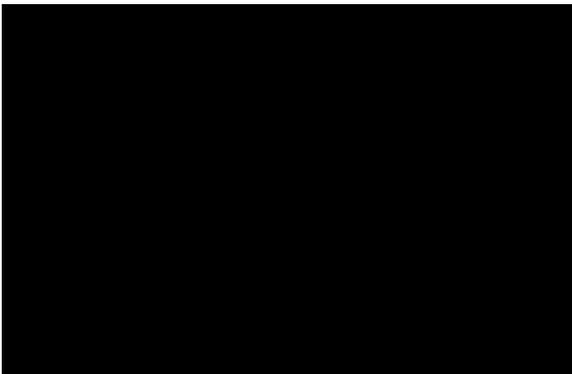


Through Via's administrative console, TTD staff can **manage service** in real-time, monitor and filter day-of-service information, manage service disruptions and breakdowns with a single click, manage driver shifts with tools to visualize shifts across dates and times and add or edit shifts, and manage multiple vendor operators in one platform.

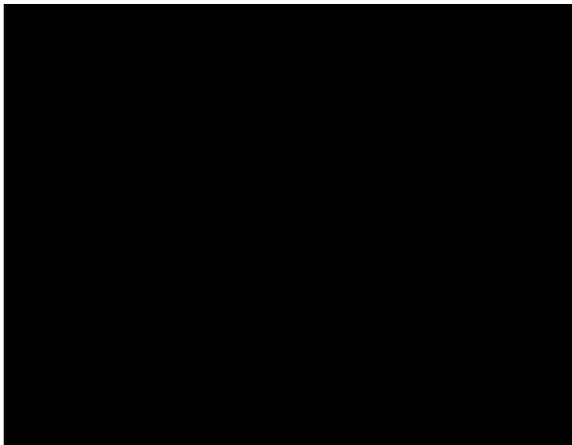




Our proprietary routing, aggregation, and demand prediction algorithms **intelligently optimize service** and are the foundation of our platform. Our software uses predictive logic to make routing decisions based on historic and real-time traffic speeds and demand data. With machine learning and artificial intelligence, our algorithms become smarter over time, continuously optimizing pickups, drop-offs, and routing while dynamically updating riders, drivers, and administrators with real-time information.



Our system makes it easy to increase overall fleet utilization and operational efficiency by **commingling** paratransit and other service types while adhering to the eligibility and service parameters of each mode.



Our **map-based view** of a day's service schedule allows users to easily visualize service at a glance — for the next hour, tomorrow, or three weeks from now.

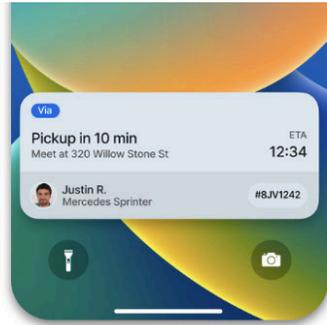


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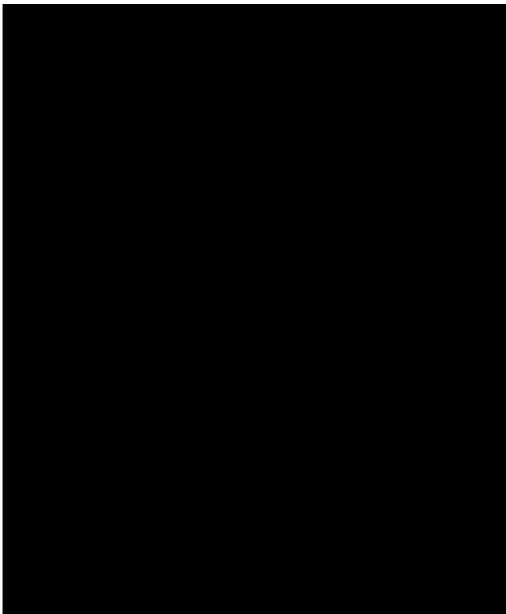
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When changes are made to the day's schedule — whether manually or by the algorithm — our system **automatically pushes notifications** to any impacted riders, reducing the need for passenger support calls handled over the phone.



Our administrative console supports **seamless booking workflows** through an intuitive interface designed to reduce call times and improve the rider booking experience.

- Display of geofenced service zones to prevent bookings outside eligible areas
- Support group bookings and rider-specific accommodations through simple "+/-" selections
- Allow riders to request one-time or recurring trips with time-specific pickup or drop-off windows
- Enable TTD staff to book trips on behalf of riders

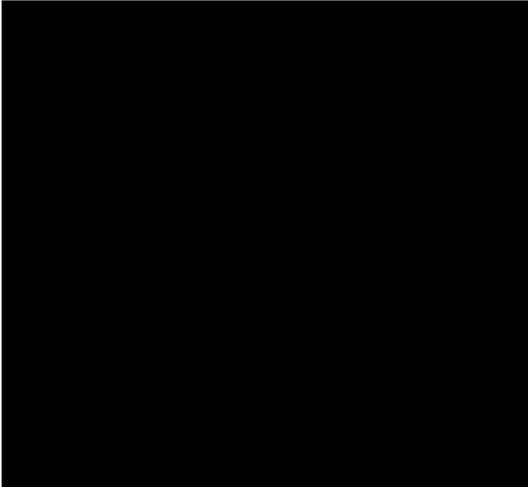


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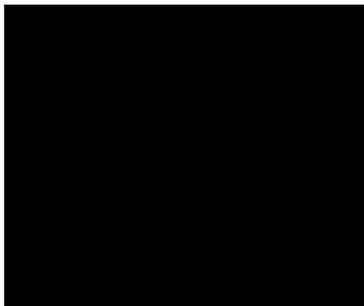
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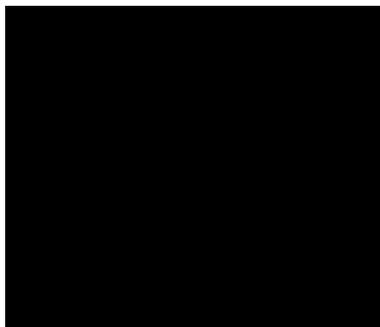
Via's platform allows staff to **easily suspend riders as needed**, with flexible suspension durations and automatic reactivation — without the need for manual follow-ups. Our system offers full visibility into each rider's history of no-shows and cancellations, offers pre-written suspension reasons or custom notes, the ability to easily modify suspension periods or lift them early at any time.



**Automatic notifications and "one click" task acknowledgements** for operators are designed to minimize driver distraction while ensuring all key data is recorded for NTD reporting.



Operators can **enable or disable trip requests based on their availability**. Pulling out from the depot triggers the system to start receiving rides requests. Drivers can also trigger breaks within the app to indicate unavailability for ride requests.



Our app for operators will **alert the driver of all relevant passenger information**, such as mobility needs, safety notes, and precise pickup/dropoff location details, to help drivers consistently deliver a high-quality passenger experience.



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## TTD Data and Reporting

Our data and reporting module has been built **based on direct consultation with NTD and FTA officials** and will provide TTD with all the raw data and pre-built dashboards (including **S-10 NTD reporting templates**) to comply with local, state, and federal reporting requirements. **Via's data and reporting tools collect and make accessible all the data requested in TTD's RFP.** Our platform also offers the ability to **build custom reports, show business-intelligence-style data analysis, prepare data visualizations, export data in multiple formats, and collect data at both the ride and operator level.**

The screenshot shows a web interface titled "DEMO MODE | DATA GENERATOR" with a search bar for "VOC...". Below the search bar, there are filters for "Report Type" (NTD S-10), "Start Date" (01/01/2022), and "End Date" (01/31/2022). There are "APPLY" and "DOWNLOAD" buttons. The main content is a table titled "NTD S-10" with the following columns: Date, Day of Week, Vehicles Operated in Maximum Service, Actual Vehicle Hours, Actual Vehicle Miles, Vehicle Revenue Hours, Vehicle Revenue Miles, Unlinked Passenger Trips, and Passenger Miles Traveled. The table contains data for the days from 2022-01-01 to 2022-01-06.

Date	Day of Week	Vehicles Operated in Maximum Service	Actual Vehicle Hours	Actual Vehicle Miles	Vehicle Revenue Hours	Vehicle Revenue Miles	Unlinked Passenger Trips	Passenger Miles Traveled
2022-01-01	Sat	0	0	0	0	0	0	0
2022-01-02	Sun	0	0	0	0	0	0	0
2022-01-03	Mon	32	284.77	2489.04	209.17	1979.53	624	1371.01
2022-01-04	Tue	31	279.64	2567.77	220.71	2127.92	659	1541.9
2022-01-05	Wed	32	279.41	2672.89	220.28	2207.5	664	1541.59
2022-01-06	Thu	33	280.25	2589.63	214.79	2111.05	633	1422.79

## Partner Support and Security Program

Following the successful launch of TTD's upgraded system, the Via team will continue to provide the District with cross-functional, end-to-end support services through our Partner Success and Partner Support Operations Teams. **Joe Martin**, TTD's Partner Success Manager, will be available via phone and email during TTD service hours, and additional 24/7/365 technical support will be provided as needed.



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## Software Upgrades

As a Software-as-a-Solution (SaaS) provider, Via will provide the District with continuous and automatic software updates — as often as several times per week — and minimal downtime. We apply a Continuous Integration/Continuous Development approach to software updates, ensuring that the software remains available during these updates, allowing us to maintain an uptime exceeding 99.95%, and enabling continuous and automated integration, testing, and deployment of code changes. Automatic version upgrades, provided at no additional charge, are always performed outside of service hours to minimize the risk of affecting live service, and there will be no requirement for users to manually upgrade or install a new version of Via’s software. TTD’s dedicated support team will communicate the upcoming release of any major new features, and we will provide the District with **new training and documentation when new features become available to ensure that staff can take advantage of upgrades to our system.**

## Data Security

Via takes the safety and security of TTD’s data very seriously. We use SOC-2-compliant servers to host our platform, and we have developed an extensive Information Security Management System (“ISMS”), which establishes guidelines for protecting the privacy of non-public information, safeguarding the accuracy of all data, and maintaining the availability of systems that are vital to the operations of Via and our partners. Our ISMS has also earned us ISO27001 certification and reflects cybersecurity practices outlined in the CIS Critical Security Controls (“CSC”), a globally recognized guide for following best practices around data protection. Via complies with all applicable data protection laws in the geographies in which we operate and all regulatory requirements agreed upon with our partners.

TTD will have access to its data **at all times**. We will make service information available at the end of the contract in a standard electronic format that can be interpreted or reused by TTD. We look forward to working with the District in order to determine and refine best practices and procedures for end-of-contract data transference.

## Potential Future Needs

TTD is looking for a long-term partner, and Via’s solution is designed to scale and grow with our partners as their needs evolve. Whether the District desires to add new partner agencies to its platform, add vehicle operators or new services, or leverage additional Via software or support, our solutions suite is uniquely capable of achieving TTD’s ongoing vision and we can easily support any changes that the District desires to make over the course of our partnership. With Via, TTD will be able to access:



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- **Tools to easily add new services, partner agencies, or vehicle operators** to make regional transit coverage and expanded service easy
- **Turnkey operations** including vehicle leasing and management, operator hiring, training, and oversight, marketing, and community engagement, and service branding
- **Call center overflow support** to supplement TTD's in-house team with responsive, highly trained, sensitive rider support for at-risk demographics
- **Taxi and TNC overflow services** that are fully FTA drug and alcohol compliant and capable of providing shared trips
- **Full-service transit planning services** to support TTD in comprehensive network analyses, network re-designs, or other major planning projects
- **Electric and autonomous vehicle services** should TTD desire to explore alternative vehicle models for current or future services
- **Mobility-as-a-service (MaaS) application** that allows riders to book, pay for, and track trips across demand-response, fixed-route, rail, ferry, micromobility, and other services
- **Fixed-route planning and scheduling software** to enable smarter network planning and resource management



## References

Below, please find a range of references that speak to our experience:

Partner	Service Description	Contact Information
<b>Lake Havasu City Transit (Lake Havasu, AZ)</b>	Lake Havasu City Transit uses Via's software to power both its microtransit and its ADA paratransit services.	[REDACTED]
<b>Utah Transit Authority (Salt Lake City, UT)</b>	Utah Transit Authority uses Via's software to power microtransit across Salt Lake City. Via also operates UTA's microtransit services.	
<b>Cherriots (Salem, OR)</b>	Cherriots uses Via's software to power its ADA paratransit services.	
<b>High Valley Transit (Summit County, UT)</b>	High Valley Transit uses Via's software to power its microtransit and ADA paratransit services. Via also operates HVT's demand-response services.	
<b>Blackfeet Nation (Browning, MT)</b>	Blackfeet Nation uses Via's software to power its accessible demand-response services.	



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# Pricing Form

Our Software-as-a-Service solution includes two fee categories:

- **Installation Fee:** This one-time fee covers all technical tasks and start-up activities required to launch a successful software platform, including app configuration, zone mapping, and staff training.
- **Recurring Fees:**
  - **Fixed Monthly Fee:** After launch, our solution is priced as an all-inclusive monthly fee for TTD's 4 active paratransit vehicles. This fee grants ongoing access to Via's software and all functionality required by TTD, including our Rider App, Driver App, administrative console, reporting suite, Amazon Web Services cloud hosting, marketing support, technical support, continuous Via software upgrades, and unlimited user licenses.
  - **Monthly Fee per Vehicle:** Above the minimum of 4 vehicles, TTD has the option to add and subtract vehicles as needed and will only be charged for active vehicles actually used each month.

Via's fee structure is fully flexible, and we welcome further discussion to determine a pricing strategy in line with TTD's goals and needs. For example, we can adjust our fee structure to charge more in upfront costs, and reduce monthly fees to maintain the same total cost over the contract term.

We look forward to discussing our proposal in further detail with the evaluation committee should TTD have any questions, feedback, or clarifications.

## Via SaaS Pricing Proposal for Tahoe Transportation District



	Description	Amount
Installation Fee	Upfront, One-Time Fee	\$10,000
Annual & Monthly Fees	Fixed Monthly Fee - Up to 4 Active Vehicles <sup>12</sup>	\$1,200
	Incremental Monthly Fee per Vehicle - Active Vehicles 5+ <sup>2</sup>	\$200
	<i>Memo: Minimum Annual Fee (Year 1)</i>	\$14,400
<b>Total 2-Year Cost</b>	<b>4 Active Vehicles &amp; One-Time Installation Fee</b>	<b>\$39,400</b>
Year 3 (Option Year)	4 Active Vehicles	\$15,600
Year 4 (Option Year)		\$16,200
Year 5 (Option Year)		\$16,800

<sup>1</sup> Payable upfront annually as the Minimum Annual Fee.

<sup>2</sup> An active vehicle is defined as the maximum number of distinct vehicles that use the Via Solution on any given day over the course of the applicable calendar month.

Note: Annual Inflation + Innovation Index of 3% applied after Year 1.



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# Attachment 1: Key Personnel Resumes

On the following pages, please find resumes for our key personnel as described in the proposal above.





## Rachel Birnbaum

### Project Manager

Rachel is Via's Vice President of Paratransit Launch. She will serve as TTD's Project Manager, overseeing all aspects of launch and ensuring service success from the very first day.

### About Rachel

Rachel's experience as a paratransit caretaker, rider, dispatcher, and general manager over the past decade gives her a deep understanding and empathy for mobility on-demand services and operations. Rachel has experience deploying on-demand and pre-booking services in major cities like Miami, Florida, Berlin, Germany, London, England, and elsewhere. **Rachel has over 12 years of professional experience.**

### Selected Public Transit Experience

#### Pierce Transit | Pierce County, WA | 2024

As a Subject Matter Expert for Paratransit, Rachel played a critical role in migrating Pierce Transit's ADA-paratransit service from Stratagen Adept to Via's platform. The migration is expected to increase utilization from 1.6 to 2.2 passengers per hour.

#### Suffolk Bus Company | Suffolk County, NY | 2024 - present

Rachel led the transition of SBC's ADA-paratransit service, which involved expertly migrating over 30,000 rider profiles and overseeing training for over 300 drivers and Agents, resulting in immediate improvements in on-time performance.

#### Transport for London | London, UK | 2023

Rachel's expertise in our paratransit platform and large-scale implementations enabled the successful migration of TfL's Dial-A-Ride service from Trapeze to Via's platform, which now schedules 2,400+ rides per day.

### Other Professional Experience

**TodayTix** | Director of Expansion | 2016 - 2020

**Alchemation** | Executive Assistant to Broadway Producer Kevin McCollum | 2013 - 2015

### Education

B.S., Northwestern University (Evanston, IL), 2013



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## Axelle Talma

### Training Lead

Axelle is a Launch Principal at Via. She will serve as TTD's training manager, providing hands-on training for all impacted District staff and producing customized leave-behind user guides.

### About Axelle

Over the past four years, Axelle has ensured thousands of drivers, dispatchers, reservationists and administrative staff were ready to roll on day one of launch. Axelle takes pride in the countless hours spent side by side with users on the ground making sure the work is done ahead of time to ensure that risks are mitigated, the system is set up to align to the partner's workflows, and everyone feels fully supported and ready for success. **Axelle has over 6 years of professional experience.**

### Selected Public Transit Experience

#### Pierce Transit | Pierce County, WA | 2024

As Via's Project Manager for Pierce Transit, Axelle is responsible for coordinating the transition off of Stratagen Adept for this 100-vehicle ADA-paratransit service. Pierce's paratransit manager has said that Axelle's ability to seamlessly navigate the complex transition has been *"nothing short of amazing."*

#### York Region Transit | York Region, ON | 2024

Axelle led York Region Transit's phased transition from Routematch to Via to oversee the transition of their integrated paratransit and microtransit services.

#### Champaign-Urbana Mass Transit District | Champaign-Urbana, IL | 2022

Axelle managed the combined launch of two services in Champaign-Urbana, Illinois: an ADA-paratransit service, and an on-demand saferides Microtransit service.

### Other Professional Experience

rePurpose Global | Business Development Intern | 2020

### Education

B.S., Science, Technology, and Society, Stanford University, (Stanford, CA), 2020



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## Joe Martin

### Partner Success Manager

Joe is Via's Director of Partner Success for our West Coast partners. Based in California, Joe will be responsible for the ongoing success of TTD's service over the life of our partnership.

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### About Joe

Joe is based in California and will be available to provide TTD with localized support post-launch. He will conduct business reviews, monitor performance, drive iterative improvements, and ensure that TTD has ongoing access to Via's breadth of solutions as the District's network needs evolve. **Joe has over 8 years of professional experience.**

### Selected Public Transit Experience

#### Sioux Falls, SD | 2024 - Present

Joe is Via's dedicated Partner Success Manager for the City of Sioux Falls, working directly with the City to ensure the ongoing success of Sioux Area Metro's (SAM) redesigned transit network across fixed route, paratransit, and microtransit.

#### Silicon Valley Hopper

##### Cupertino, CA | 2023 - Present

Joe manages Via's turnkey microtransit service in Cupertino and Santa Clara, CA. Joe worked with Via's grants team to apply for a state TIRCP grant, which allowed us to expand the service into Santa Clara and fully electrify the vehicle fleet.

#### Antelope Valley Transit Authority

##### Lancaster, CA | 2023 - Present

AVTS operates AVTA's microtransit, dial-a-ride, and Non-Emergency Medical Transit services using Via's software. Joe has helped deploy Via's software and drive a 15%+ efficiency improvement from RideCo, the prior software provider.

### Other Professional Experience

**Adhere Tech** | Director of Strategic Partnerships | 2019 - 2022

**Applied Predictive Technologies** | Principal Consultant | 2019

**Applied Predictive Technologies** | Engagement Manager | 2017 - 2019

### Education

**B.S., Finance**, University of Virginia, (Charlottesville, VA) 2015

**B.A., Mathematics**, University of Virginia, (Charlottesville, VA) 2015



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## Addenda Acknowledgement

We acknowledge TTD's responses to questions, published by the District on August 6, 2025.

## DBE / SBE Certifications

Via is not a Disadvantaged Business Enterprise (DBE) or Small Business Enterprise (SBE).

## Gross Receipts

Via's gross receipts exceed \$15 million.

## Response to the Form of Agreement (Attachment A)

Our legal team has reviewed the proposal requirements and terms and conditions outlined in the RFP and found them to be generally acceptable. If selected, we look forward to promptly executing a contract with the Tahoe Transportation District (TTD) as we have hundreds of large and small cities, agencies, and nonprofits worldwide. We would seek to discuss (a) adding a customary limitation of liability provision and (b) adding mutually agreeable restrictions on TTD's right to terminate for convenience.



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# Lobbying Certification (Attachment B)



**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

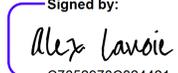
The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

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 TTD, 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 TTD, 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, Via Mobility, LLC, 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.

Signed by:  
  
C7652978C824421...

Signature of Contractor's Authorized Official

Alex Lavoie, Manager Name and Title of Contractor's Authorized Official

8/14/2025 Date

# Certification Regarding Debarment, Suspension and other Responsibility Matters (Attachment C)



**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 TTD 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.

Signed by:  
  
C7652978C824421...

Signature of Authorized Official

Alex Lavoie, Manager

Name and Title of Authorized Official

8/14/2025

Date

# Conflict of Interest Statement

Via does not have any past, on-going, or potential conflicts of interest that may result from our providing the services described herein.



## Proprietary and Confidential Information

Via Mobility, LLC's ("Via") response and all supporting documentation, including associated exhibits and appendices, contain confidential information exempt from disclosure under the Nevada Revised Statutes ("NRS") § 239 (the "Nevada Public Records Act"). The confidential materials include, but are not limited to, information relating to the pricing of Via's services, back-end application processes, proprietary algorithms, unique business methodologies, entity officer and member details, market positioning, third party reference letters, compliance efforts, and sensitive information on key performance indicators. This information is exempt from disclosure under several provisions of the "Nevada Public Records Act", including but not limited to NRS § 239.0107(d) (which allows for the denial of disclosure through a confidentiality citation, including under NRS § 600A.070 et seq., which authorizes the preservation of the secrecy of trade secrets). Accordingly, we request that your office maintain the confidentiality of Via's response and provide Via with timely notice of any third party's request for these materials prior to production by contacting [compliance@ridewithvia.com](mailto:compliance@ridewithvia.com).

Via Mobility, LLC's ("Via") response and all supporting documentation, including associated exhibits and appendices, comprise proprietary, confidential, and trade secret information, exempt from disclosure under California Government Code ("C.G.C.") § 7920 *et al.* ("California Public Records Act"). Information presented in our response relating to the pricing of Via's services, back-end application processes, proprietary algorithms, unique business methodologies, and sensitive information on key performance indicators are our confidential business information, which qualify as trade secrets under California and federal law. This information is exempt from disclosure under several provisions of the California Public Records Act, including but not limited to, C.G.C. § 7927.705 (disclosure is "prohibited pursuant to federal or state law," including laws protecting trade secrets such as Section 1060 of the California Evidence Code, the federal Defend Trade Secrets Act, the California Uniform Trade Secrets Act and state common law) and C.G.C. § 7922.000 (balancing of public interests). If this proprietary and confidential information is disclosed, it would harm Via by giving its competitors an unfair advantage. In addition, the public has an overwhelming interest in maintaining the confidentiality of proprietary information disclosed in the RFP process to avoid discouraging companies from full participation in public procurement processes. Via's response and accompanying materials also include personal information about Via's employees and other individuals, which is exempt from disclosure under both C.G.C. § 7927.700 (disclosure would constitute an "unwarranted invasion of personal privacy") and C.G.C. § 7927.705 (disclosure is prohibited by state law, which would include California's Constitutional right to privacy in Article I, section 1, and the California Consumer Protection Act). Accordingly, we request that your office maintain the confidentiality of our responses and provide us with notice of any request for information under the California Public Records Act prior to production by contacting [compliance@ridewithvia.com](mailto:compliance@ridewithvia.com).



# Intellectual Property

The Via Transportation, Inc. products are protected by one or more of the following U.S., European, or International Patents:

- US: [9,562,785](#), [9,816,824](#), [10,197,411](#), [10,677,604](#), [10,168,167](#), [10,168,168](#), [10,458,803](#), [10,677,602](#), [11,107,352](#), [11,859,988](#), [11,574,263](#), [11,620,592](#), [11,674,811](#), [11,830,363](#).
- Europe: [EP3355028](#), NL3355028, FR3355028, GB3355028, DE3355028, [EP3659078](#), FR3659078, GB3659078, DE3659078.
- Japan: [7258777](#), [7432649](#).



## EXHIBIT B COMPENSATION

Contractor shall be compensated for the work performed in their proposal submitted August 14, 2025 and attached herein (Exhibit A) at the rates identified in the Cost Proposal (pages 30 and 31). Note the table below supersedes the table on page 31 of the proposal correcting a non-monetary typographical error.

### Via SaaS Pricing Proposal for Tahoe Transportation District



	Description	Amount
Installation Fee	Upfront, One-Time Fee	\$10,000
Annual & Monthly Fees	Fixed Monthly Fee - Up to 4 Active Vehicles <sup>12</sup>	\$1,200
	Incremental Monthly Fee per Vehicle - Active Vehicles 5+ <sup>2</sup>	\$200
	<i>Memo: Minimum Annual Fee (Year 1)</i>	\$14,400
<b>Total 2-Year Cost</b>	<b>4 Active Vehicles &amp; One-Time Installation Fee</b>	<b>\$39,400</b>
Year 3 (Option Year)	4 Active Vehicles	\$15,600
Year 4 (Option Year)		\$16,200
Year 5 (Option Year)		\$16,800

Note: Annual Inflation + Innovation Index applied after Year 1.

<sup>1</sup> Payable upfront annually as the Minimum Annual Fee.

<sup>2</sup> An active vehicle is defined as the maximum number of distinct vehicles that use the Via Solution on any given day over the course of the applicable calendar month.

## EXHIBIT “C”

### INSURANCE REQUIREMENTS

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to the District, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Contractor shall procure and maintain the following scope and limits of insurance:

**Only the following “marked” requirements are applicable:**

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

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

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

       **Professional Liability Insurance:** Professional liability insurance appropriate to the Contractor’s profession in an amount not less than one million dollars \$1,000,000 per

occurrence. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor’s services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

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

1. All Coverages.

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

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

2. Commercial General Liability and Automobile Liability Coverages.

a. District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.

b. Contractor’s insurance coverage shall be primary insurance with respect to District, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor’s insurance.

c. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided

to District, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the Executive Director otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against District, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Contractor furnish District with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

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

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

## EXHIBIT “D”

### FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.
  
2. ADA Access - The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
  - a) Federal laws, including:
    - i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
    - ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
      - (1) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
      - (2) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
    - iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
    - iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
    - v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
  - b) Federal regulations and guidance, including:
    - i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37;

- ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27;
- iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39;
- v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35;
- vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36;
- vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630;
- viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F;
- ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194;
- x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609;
- xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

3. Access to Records. The following access to records requirements apply to this Agreement:

- a. Where the District is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is

receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### 4. Civil Rights.

- a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:
  - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 5. Disadvantaged Business Enterprises.

- a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this

- contract is satisfactorily completed.
- e. The Contractor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of District.
6. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  7. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Agreement.
  8. No Obligation By The Federal Government
    - a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
    - b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
  9. Program Fraud and False or Fraudulent Statements or Related Acts.
    - a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the

Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. Notification to FTA; Flow Down Requirement – If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil

investigation by a Federal, state, or local law enforcement or other investigative TTD, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

11. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

12. Distracted Driving, Including Text Messaging While Driving – The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) *Safety*. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted Operators, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the Operator owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

13. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a. a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - i. Procure or obtain;
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained
- c. See Public Law 115232, section 889 for additional information.
- d. See also § 200.471

15. Recovered Materials - The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. Veterans Employment - As provided by 49 U.S.C. § 5325(k):

- a. To the extent practicable, Contractor agrees that it:
  - 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
  - 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-contractor will:
  - 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
  - 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

17. Trafficking in Persons. Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B) procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform TTD immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. TTD may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the TTD.
18. Federal Tax Liability and Recent Felony Convictions. The contractor certifies that it:
- a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval. Flow-Down. The contractor agrees to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

**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 TTD, 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 TTD, 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 TTD 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



MEMORANDUM

Date: September 25, 2025

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

From: TTD Staff – DeDe Aspero, Human Resources/Risk Manager

Subject: Review and Recommend Approval of the Selection of the Employee Health Benefit Program for the Period December 1, 2025 through November 30, 2026 to the TTD Board of Directors

**Action Requested:**

Staff requests the Committee to review and recommend approval of the selection of the Employee Health Benefit Program for non-bargaining employees for the period December 1, 2025 through November 30, 2026 to the TTD Board of Directors.

**Fiscal Impact:**

The management team has reviewed the proposals and recommends the Board approve the renewal plan (PPO Gold Plus) from Hometown Health. If this plan is selected, the Employee Health Benefit Program is expected to cost approximately \$357,980 annually. There is an 8.8% increase in medical coverage and all ancillary benefits were presented with a rate guarantee from fiscal year 2025. The fiscal year 2026 budget included an 18% increase over prior year for planning purposes, so the increase is well within budget. The program consists of:

- Medical coverage                 \$330,025
- Dental coverage                 \$19,388
- Vision coverage                 \$3,644
- Life insurance                 \$2,436
- Short-term disability             \$2,487

As a small employer and having less than fifty employees in this group, the rates for the medical plan are based on age for everyone covered. The lower than budgeted rate increase allows TTD to maintain coverage for employees at 100%. For dependent coverage, employees pay 55% of the age-based premium rate and TTD pays the remaining 45%.

**Background:**

TTD supports two health care plans for its employees. The Employee Health Benefit Program is for the non-bargaining employees and provides medical, dental, vision, life insurance/accidental death and dismemberment (AD&D), and short-term disability. An annual increase is estimated and included in the budget, followed by an annual quote process as the end of the health insurance term nears. The Employee Health Benefits Program is essential for recruiting and retaining employees. An excellent benefits package that includes health coverage is extremely important for employee retention, because it shows employees that their work is invested in

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AGENDA ITEM: IV.E.  
FPC AGENDA ITEM: III.E.

their overall health and future. With increasing healthcare costs, ensuring that TTD employees have access to high-quality and affordable care is a priority.

The second health care plan is for the represented employees and is provided through the Teamsters Union and Collective Bargaining Agreement (CBA). There are less than fifty employees in this group and their plan includes medical, dental, vision, and life insurance. The CBA stipulates the annual increase in cost to TTD for its employee coverage, which is built into the annual budget. Their plan is on a calendar year and coverage begins January 1.

**Discussion:**

The Human Resources/Risk Manager contacted LP Insurance to request group insurance options for the upcoming plan year. LP Insurance presented the current carrier Hometown Health and United Healthcare bid responses and was unable to secure quotes from Aetna, Cigna, Prominence, or Anthem as they declined to quote. The request for market survey information was directed at medical only and focused on coverage comparable to what is currently in place. The additional fringe benefits that include dental, vision, life insurance/AD&D and short-term disability remain consistent with rates and coverage from the 2025 plan year.

Open enrollment will be held November 3 through 14, 2025, when the non-bargaining employees can review current benefit coverage to ensure that what they have in place continues to meet their needs and the needs of their family members. New medical and vision coverage will begin on December 1, 2025, with the dental, life insurance/AD&D, and short-term disability benefit effective January 1, 2026.

**Additional Information:**

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

**Attachment:**

- A. LP Insurance 2025/26 Renewal Presentation



# 2025 Renewal Presentation

Prepared For:  
**Tahoe  
Transportation  
District**

Presented By:



**INSURANCE**

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# Executive Summary

**Medical - Carriers Quoted**

**Medical - Renewal and Options**

**Medical - Age Banded Census**

**Dental - Renewal**

**Vision - Current**

**Life and AD&D - Current**

**Next Steps - Follow Up / Open Enrollment**



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## Your Dedicated Service Team



INSURANCE



### ***Account Executive***

**Nate Kerr**

[nate.kerr@lpins.net](mailto:nate.kerr@lpins.net)

**Direct:** 775.996.6018



### ***Account Manager***

**Camille Barba**

[camille.barba@lpins.net](mailto:camille.barba@lpins.net)

**Direct:** 775.221.8106

# Tahoe Transportation District

## Medical - Carriers Contacted



<i>Medical</i>		
Carrier Name	Bid Response	Notes
Hometown Health	Current Carrier	8.8% Over Current
United Healthcare	Small Group Quote Presented	15.6% Over Current
Anthem	Declined to Quote	Not Competitive
Prominence	Declined to Quote	Not Competitive
Aetna	Declined to Quote	Not Competitive
Cigna	Declined to Quote	Not Competitive

## Tahoe Transportation District

### Medical - Hometown Health Benefit and Cost Comparison

	<i>Current</i>	<i>Renewal</i>	<i>Option 1</i>	<i>Option 2</i>
<b>Carrier</b>	<b>Hometown Health</b>	<b>Hometown Health</b>	<b>Hometown Health</b>	<b>Hometown Health</b>
<b>Plan Name</b>	<b>PPO Battle Born Gold Plus</b>	<b>PPO Gold Plus</b>	<b>PPO Gold</b>	<b>EPO Gold Plus</b>
<b>Network</b>	HTH PPO	HTH PPO /Cigna	HTH PPO /Cigna	<b>HTH EPO</b>
<b>Contracted Hospital</b>	Renown/CTH/Barton	Renown/CTH/Barton	Renown/CTH/Barton	Renown/CTH
	<b><u>In-Network</u></b>	<b><u>In-Network</u></b>	<b><u>In-Network</u></b>	<b><u>In-Network</u></b>
<b>Individual Deductible</b>	\$0	\$0	\$0	\$0
<b>Family Deductible</b>	\$0	\$0	\$0	\$0
<b>Individual Out of Pocket Max.</b>	\$5,545	\$5,850	\$9,200	\$5,850
<b>Family Out of Pocket Max.</b>	\$11,090	\$11,700	\$18,400	\$11,700
<b>Primary Physician</b>	\$40	\$45	\$50	\$45
<b>Specialist Physician</b>	\$40	\$50	\$55	\$50
<b>Telemedicine</b>	\$0	\$0	\$0	\$0
<b>Urgent Care</b>	\$50	\$50	\$50	\$50
<b>Emergency Room</b>	\$500	\$550	\$675	\$550
<b>Lab (Non-Hospital)</b>	\$50	\$50	\$55	\$50
<b>MRI, PET, CT Scans (Non-Hospital)</b>	\$250	\$250	\$300	\$250
<b>Outpatient Surgery</b>	\$400	\$400	\$400	\$400
<b>Inpatient Hospitalization</b>	\$1,200	\$1,100	20%	\$1,100
<b>Prescription Deductible</b>	None	None	None	None
Tier I	\$5	\$10	\$15	\$10
Tier II	\$40	\$50	\$40	\$50
Tier III	\$150	\$150	\$200	\$150
<b>Estimated Monthly Premium</b>	\$25,271	\$27,502	\$26,148	\$26,500
<b>Estimated Annual Premium</b>	\$303,252	\$330,025	\$313,776	\$318,006
<b>Total \$ Over/Under Current</b>		\$26,773	\$10,524	\$14,754
<b>Total % Over/Under Current</b>		8.8%	3.5%	4.9%

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# Tahoe Transportation District

## Medical - United Healthcare Benefit and Cost Comparison

	<i>Current</i>	<i>Option 1</i>	<i>Option 2</i>
Carrier	Hometown Health	United Healthcare	United Healthcare
Plan Name	PPO Battle Born Gold Plus	Gold PPO 500 (DY-49)	Gold PPO 1000 Care Cash (DY-52)
Network	HTH PPO	Choice Plus	Choice Plus
Contracted Hospital	Renown/Barton/SMC	Renown/Barton/SMC	Renown/Barton/SMC
	<b><u>In-Network</u></b>	<b><u>In-Network</u></b>	<b><u>In-Network</u></b>
Individual Deductible	\$0	\$500	\$1,000
Family Deductible	\$0	\$1,000	\$2,000
Individual Out of Pocket Max.	\$5,545	\$7,500	\$6,500
Family Out of Pocket Max.	\$11,090	\$15,000	\$13,000
Primary Physician	\$40	\$35	\$40
Specialist Physician	\$40	\$70	\$80
Telemedicine	\$0	\$0	\$0
Urgent Care	\$50	\$50	\$50
Emergency Room	\$500	\$500	20% After Ded.
Lab (Non-Hospital)	\$50	\$30	\$40
MRI, PET, CT Scans (Non-Hospital)	\$250	\$350	20% After Ded.
Outpatient Surgery	\$400	20% After Ded.	20% After Ded.
Inpatient Hospitalization	\$1,200	20% After Ded.	20% After Ded.
Prescription Deductible	None	None	None
Tier I	\$5	\$15	\$15
Tier II	\$40	\$55	\$55
Tier III	\$150	\$125	\$125
Estimated Monthly Premium	\$25,271	\$29,206	\$27,920
Estimated Annual Premium	\$303,252	\$350,475	\$335,039.52
Total \$ Over/Under Current		\$47,224	\$31,788
Total % Over/Under Current		15.6%	10.5%

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## Tahoe Transportation District

### Ancillary Benefits

		<i>Dental</i>		
Carrier		Kansas City Life		
Network		DDS		
		<u>In Network</u>		<u>Out-of-Network</u>
Reimbursement Type		Neg. Fee		
Calendar Year Deductible				90th UCR
Individual			\$50	
Family			\$150	
Coverage Level				
Preventive		100%		100%
Basic		90%		90%
Major		80%		80%
Child Ortho			50%	
Annual Maximum			\$1,750	
Ortho Annual Maximum			\$1,000	
Coverage				
Cleaning Frequency		Once Every Six Months		
Composite Fillings		Anterior and Posterior		
Implants		Major		
Waiting Period for Major		None		
Rates		<b>Current</b>	<b>Renewal</b>	<b>Revised Renewal</b>
Employee 15		\$55.40	\$58.39	\$55.40
Family 5		\$156.93	\$165.40	\$156.93
Total 20				
Estimated Monthly Premium		\$1,616	\$1,703	\$1,616
Estimated Annual Premium		\$19,388	\$20,434	\$19,388
Total \$ Over/Under Current			\$1,046	\$0
Total % Over/Under Current			5.4%	0.0%
Rate Guarantee		12 Months		

		<i>Vision</i>	
Carrier		VSP	
Network		VSP Signature	
		<u>In Network</u>	<u>Out-of-Network</u>
Frequency			
Eye Examination		12 Months	
Contact Lenses / Lenses		12 Months	
Frames		24 Months	
Copayments			
Exams		\$10	
Materials		\$25	
Schedule of Benefits			
Exam		100%	Up to \$50
Single Vision Lenses		100%	Up to \$50
Bifocal Lenses		100%	Up to \$75
Trifocal Lenses		100%	Up to \$100
Frames		Up to \$130	Up to \$70
Elective Contact Lenses		Up to \$130	Up to \$105
Med. Necessary Contacts		100%	Up to \$210
Rates		<b>Current</b>	
Employee 15		\$12.10	
Employee + Spouse 2		\$19.36	
Employee + Child(ren) 1		\$19.76	
Family 2		\$31.86	
Total 20			
Estimated Monthly Premium		\$304	
Estimated Annual Premium		\$3,644	
Rate Guarantee		Renews 12/1/2026	

# Tahoe Transportation District

## Employer Paid Life and Voluntary Life Benefits



<b>Life and AD&amp;D</b>	
Carrier	Kansas City Life
<b>Eligibility</b>	All Full Time Non Union Employees
<b>Benefit Amount:</b>	
Class 1	All Eligible Full Time Employees
Benefit Amount:	\$50,000
<b>Plan Features:</b>	
Accelerated Death Benefit	Included
Portability	Not Included
Waiver of Premium	Included
Travel Assistance	Not Included
<b>Benefit Reduces To:</b>	
at age 65	65%
at age 70	50%
<b>Rates</b>	<b>Current</b>
Volume	\$957,500
Life/AD&D per \$1,000	\$0.212
<b>Estimated Monthly Premium</b>	\$203
<b>Estimated Annual Premium</b>	\$2,436
<b>Rate Guarantee</b>	<b>Renews 1/1/2027</b>

<b>Voluntary Life</b>	
Carrier	Kansas City Life
<b>Paritipation Requirement:</b>	10 Enrolled
<b>Benefit Formula:</b>	
All Eligible Employees	5x Salary to Max \$300,000
Employee GI Amount	\$100,000 under age 70
Dependent Life	Spouse not to exceed 50%, Child not to exceed 10% of EE Election
Spouse	Up to \$150,000
Spouse GI Amount	\$25,000 under age 65
Child 14 days-6 months	\$1,500
Child 6 months +	Up to \$10,000
Child GI Amount	\$10,000
<b>Plan Features:</b>	
Accelerated Death Benefit	Included
Portability	Included
Waiver of Premium	Included
Travel Assistance	Included
<b>Benefit Reduction:</b>	
at age 65	0%
age 70	0%
age 75	60%
<b>Rates per \$1000:</b>	<b>Current</b>
< 19	\$0.085
20-24	\$0.085
25-29	\$0.085
30-34	\$0.115
35-39	\$0.135
40-44	\$0.165
45-49	\$0.235
50-54	\$0.395
55-59	\$0.645
60-64	\$0.945
65-69	\$1.355
70-74+	\$2.375
<b>Child Life per \$1000</b>	\$0.085
<b>Child AD&amp;D per \$1000</b>	N/A
<b>Rate Guarantee</b>	<b>Renews 1/1/2027</b>

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# Tahoe Transportation District

## Short Term Disability Benefit and Cost Comparison

		<i>Short Term Disability</i>
<b>Carrier</b>		<b>Mutual of Omaha</b>
<b>Eligibility</b>		All Full Time Employees
<b>Elimination Period</b>		
	Illness	14 Days
	Accident	14 Days
<b>Replacement Ratio</b>		60.00%
<b>Benefit Duration</b>		11 Weeks
<b>Maximum Weekly Benefit</b>		\$1,000
<b>Offsets</b>		
	Salary Continuation	Yes
	PTO	Yes
	Individual Disability Plans	Yes
<b>FICA Match &amp; W-2 Services</b>		Included
<b>Pre-existing Condition Limitation</b>		None
<b>Rates</b>		<b>Current</b>
Volume		\$17,270
Monthly Rate (per \$10 of Benefit)		\$0.120
<b>Estimated Monthly Premium</b>		\$207
<b>Estimated Annual Premium</b>		\$2,487
Rate Guarantee		<b>Renews 01/01/2027</b>

# LP Insurance Services, LLC Transparency Disclosure & Disclaimer

## Coverage Highlights

The intent of this document is to briefly outline pertinent details of your insurance policies for your ready reference, and should not be considered a representation of the actual policy. For specifics on terms, coverages, exclusions, limitations, and conditions, the actual policy should be referenced.

## Insurance Quotes

All quotes are subject to final underwriting and based on that, final rates, terms, and conditions, may change from those presented in this report.

## Confidential

This document contains proprietary confidential information concerning LP Insurance Services, LLC. and our clients. It may not be distributed or reproduced without the express prior written consent of LP Insurance Services, LLC. No disclosure concerning this document shall be made without the express prior written consent of LP Insurance Services, LLC.

## Compensation

Insurance is highly regulated industry that protects individuals and commercial entities from losses. There is nothing more important to our industry and to LP Insurance Services, LLC than maintaining the trust. The Consolidated Appropriations Act, 2021 (CAA) requires covered service providers (i.e. brokers) to provide written disclosure of expected direct or indirect compensation. LP Insurance Services, LLC does not and will not provide services pursuant in the capacity of a plan fiduciary. The following is a summary of services to be provided and compensation for the placement of the various lines of coverage presented in this proposal and services provided.

## Services

- Strategic benefit planning (e.g., assess/review current plans, conduct plan/vendor analysis, summarize plans/policies, suggest plan improvement, negotiate vendor/carrier rates and services, oversee plan implementation, etc.)
- Open enrollment support services (e.g., develop open enrollment communication materials as requested, attend onsite meetings as needed, provide resources to educate/engage plan members, etc.)
- Account management services (e.g., serve as a liaison between Client and carriers; facilitate billing, claims and service resolution; and assist employees with general benefit questions, etc.)
- Provide compliance advice and guidance with applicable laws and regulations (e.g., ACA requirements and deadlines, Safe Harbors, Required Notices & Disclosures, etc. (LP Insurance Services, LLC does not provide Legal Council or Tax Advice)
- Additional out-of-scope services as requested.

## Direct and Indirect Compensation Estimates

Carrier / Vendor	Line of Coverage	Plan Effective Date	Compensation Methodology
Hometown Health	Medical	12/1/2025	\$34 PMPM
United Healthcare	Medical	12/1/2025	\$34 PMPM
Kansas City Life	Dental/Life	1/1/2026	Graded 10%/Graded 15%
Vision Service Plan	Vision	12/1/2025	Graded 10%
Mutual of Omaha	Short Term Disability	1/1/2026	10%

LP Insurance Services, LLC may earn additional compensation from any of the above referenced insurers, vendors or other third parties that cannot be calculated as of the time this disclosure is made or prior to the group's policy is effective. Compensation may be in the form of additional commissions, bonuses or other benefits. Furthermore, we may receive corporate sponsorships for training or other programing we provide for you and other clients, or for our own internal trainings. This type of compensation, or how much that may be cannot be discerned at this time. Should we receive additional compensation that exceeds \$250 proportionate to your account, we will send an amended disclosure form. Should you have any questions about any of the above information or would like more details around it, please feel free to contact your LP Insurance Services representative.

**This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of LP Insurance Services, LLC.**

DA/ja

# Next Steps

- 1.) **Renewal decision**
- 2.) **Open enrollment dates**

## Additional Notes

Rates are subject to change until 10/1/2025

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DA/ja





MEMORANDUM

Date: September 25, 2025

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

From: Jim Marino, Executive Director

Subject: Recommend the TTD Board of Directors Approve the Subrecipient Agreement Between the Tahoe Transportation District and the City of South Lake Tahoe for State of California SB125 Transit and Intercity Rail Capital Program Funds for the Purpose of Constructing a Micro-transit Vehicle Charging Facility

**Actions Requested:**

It is requested the Committee recommend the following to the TTD Board of Directors:

1. Approve SB125 Transit and Intercity Rail Capital Program (TIRCP) subrecipient Agreement (Agreement) between the TTD and the City of South Lake Tahoe (CSLT) in the amount of \$500,000 for constructing a micro-transit vehicle charging facility;
2. Amend Fiscal Year 2026 (FY26) budget by increasing SB125 revenue by \$500K and Contract Expense by \$500K; and
3. Direct the Executive Director to execute the Agreement pending approval by the CSLT City Council.

**Fiscal Analysis:**

The Agreement appropriates funding received from the State of California SB125 TIRCP to CSLT. The funds are received by TTD through the Tahoe Regional Planning Agency (TRPA) serving as the Metropolitan Planning Organization and will pass through to CSLT via a sub-recipient agreement in one lump sum and will not result in additional revenue for TTD. The action requested will amend the FY26 CIP Budget increasing SB125 revenue by \$500K and Contract Expense by \$500K.

**Work Program Impact:**

The work impact resulting from this Agreement is not anticipated to provide significant workload to TTD staff. All reporting requirements for the funds are to be completed and submitted by CSLT.

**Background:**

The TRPA is the designated California Regional Transportation Planning Agency (RTPA) for the Lake Tahoe Basin as defined in Section 13987(j) of the California Government Code. The State of California through the California State Transportation Agency (CalSTA) has provided grant funds to TRPA in the form of one-time funding for transit capital, operating, and planning

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projects through the TIRCP and Zero Emission Transit Capital Program (ZECTP) authorized under Senate Bill 125.

On May 3, 2025, TTD executed grant agreement #25C00025 with TRPA to utilize the SB125 funds for operational support and capital projects. A portion of the SB125 TIRCP funds are to be appropriated to Electric Vehicle (EV) infrastructure development within the CSLT and El Dorado County limits of the Tahoe Basin.

On June 10, 2025, Sara Letton, CSLT Sustainability Coordinator, requested the appropriation of \$500,000 of SB125 funds for the construction of a micro-transit EV charging base station located at the City's public works yard at Shop Street in South Lake Tahoe. The Project has been identified as TRPA Environmental Improvement Program Project #03.02.01.0063 – South Shore Micro-transit Electrification and is described below.

*“The City of South Lake Tahoe has partnered with the South Shore Transit Management Association to help facilitate the transition of the Lake Link micro-transit fleet to electric. Dedicated overnight parking and Level 2 and Level 3 chargers are necessary to ensure success. The City has an aspirational goal to achieve 24/7 carbon free energy by 2030 and seeks to support Level 2 charging with stored solar energy for overnight charging at a “Micro-transit EV Charging Base Station”. The Level 3 charging will be for on-route charging as needed. The project takes an innovative technology approach to tracking carbon intensity of the fleet, a step toward 24/7 hourly certification.”*

**Discussion:**

Grant Agreement #25C00025 with TRPA provides that TTD can provide SB125 TIRCP funds to CSLT via a sub-recipient agreement, as noted below. TTD has discussed this appropriation with TRPA staff and they are in support of this Agreement.

*“**Subrecipient Participation.** Upon written approval by TRPA, the Recipient may delegate certain responsibilities to one or more subrecipients (each a “Subrecipient”) and the Subrecipient shall comply with the terms of this Agreement and all applicable laws and regulations. The Recipient shall be ultimately responsible to TRPA for the Subrecipient’s compliance with applicable laws and regulations and with this Agreement.”*

***Responsibility to Extend Requirements to Other Entities.***

- 1. If any entity other than the Recipient is expected to fulfill any responsibilities of the Recipient under this Agreement, the Recipient agrees to use a written document to ensure that such entity carries out such responsibilities.*
- 2. The Recipient agrees to use a written document to ensure that each entity participating in the expenditure of the Funds complies with applicable laws and regulations.*
- 3. Any written document required by this subsection will include all clauses and provisions required by this Agreement as well as federal and state statutes and regulations”.*

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A sub-recipient agreement (Attachment A) is required between TTD and CSLT as stated above. The agreement has been reviewed by TTD's and CSLT's legal counsels.

At the September 6, 2025 TTD Finance Committee meeting, this item was brought forward for recommendation to the Board of Directors for approval. Upon discussion, the Finance Committee decided not to recommend approval until the draft agreement is amended to include project milestones and project drawings.

Subsequently, TTD staff met with CSLT staff and agreed on modifying Section 3 of the Agreement to add certain project timeline milestones and include language regarding utilizing local funds for the project. The following is the modified Section 3 for consideration:

3. ***SUB-RECIPIENT RESPONSIBILITIES.*** *CITY shall be responsible for the complete performance of PROJECT including all of the following:*
  - a. *PROJECT shall be constructed as detailed in Exhibit C.*
  - b. *Procurement shall be in accordance with all applicable state laws and procedures.*
  - c. *CITY agrees to comply with all requirements of the SB125 TIRCP Program Cycle 2 final guidelines (**Exhibit B**) including but not limited to all applicable grant guidelines, deadlines, and approved projects by TRPA and CalSTA. Payment to CITY shall be one lump sum payment of \$500,000. TTD shall not be obligated to make payment to CITY until CITY has provided sufficient information subject to the approval of TTD's Executive Director's, or their designee's, reasonable satisfaction, which information shall include an invoice consistent with SB 125 guidelines, with the requisite billing detail, for the invoice to be processed, and such other information as may be reasonably requested.*
  - d. *CITY agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (i) plan, manage, and complete the expenditure of the Funds; (b) carry out the appropriate expenditure of the Funds, and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the expenditure of the Funds.*
  - e. *CITY agrees to the following PROJECT milestones:*
    - i. *Develop final design/bid documents by January 2026*
    - ii. *Invoice TTD for SB125 funds by March 2026*
    - iii. *Award project by May 2026*
    - iv. *Project construction completion by July 2027*
    - v. *Final project closeout by September 2027*
    - vi. *Final project reporting to TTD/TMPO by October 2027*
  - f. *CITY shall expend Funds only for PROJECT as defined by this Agreement and for work as shown in Exhibit C. Twenty percent (20%) of all invoices due to contractor shall be provided by CITY local funds.*

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- g. CITY shall include acknowledgment on Project reports, documents, outreach materials (including print, electronic, and social media), and any other applicable materials that the Projects is funded in part or in whole by SB 125 funds.*
- h. CITY agrees to perform all Operations and Maintenance (O&M) for the constructed PROJECT at no cost to TTD.*

In addition to the Section 3 modifications, staff also included Exhibit C which provides abridged drawings for the project.

Staff are requesting the Board approve this agreement and direct the Executive Director to execute the agreement upon approval by the CSLT City Council.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Jim Marino at (775) 557-4901 or [jmarino@tahoetransportation.org](mailto:jmarino@tahoetransportation.org).

**Attachment:**

- A. Subrecipient Agreement for TTD and CSLT

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**SUB RECIPIENT FUNDING AGREEMENT  
SB125 - ZERO EMISSION TRANSIT CAPITAL FUNDS  
FOR  
CITY OF SOUTH LAKE TAHOE CHARGING FACILITY**

This Sub Recipient Funding Agreement for City of South Lake Tahoe Charging Facility (this “Agreement”) is dated and effective October \_\_\_\_, 2025, between the Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“**TTD**”) and the City of South Lake Tahoe, a municipal corporation (“**CITY**”). City and TTD will be collectively referred to herein as the Funding Partners or the Parties and individually as a Party.

**RECITALS**

**WHEREAS**, TTD was established under Article IX of the Tahoe Regional Planning Compact as amended in 1980 by the United States Congress through Public Law 96-551 (the “Compact”), and TTD is a governmental agency operating within the States of Nevada and California pursuant to the Compact; and

**WHEREAS**, pursuant to the Compact, TTD is responsible for facilitating and implementing multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations; and

**WHEREAS**, CITY is a California municipal corporation; and

**WHEREAS**, TTD has entered into agreement with the Tahoe Regional Planning Agency (TRPA) to receive FY 23-24 California SB125 Transit and Intercity Rail Capital Program (TIRCP) formula funds (Grant Agreement # 25C00025 **Attachment A**); and

**WHEREAS**, CITY desires to construct a vehicle charging station specifically for the purpose of charging electric vehicles purposed for micro-transit operations within the CITY and El Dorado County limits (**PROJECT**); and

**WHEREAS**, CITY requests \$500,000 of TTD’s TIRCP funds for the purpose of constructing the **PROJECT**; and

**WHEREAS**, TTD desires to appropriate and provide \$500,000 of TIRCP funds to CITY for the **PROJECT** on the terms and conditions set forth herein; and

**WHEREAS**, this Agreement defines the funding contribution and the rights and obligations of the Parties.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

1. **EFFECTIVENESS AND TERM.** This Agreement shall be effective as of the date of the last Party to execute this Agreement (the “Effective Date”). The terms of this Agreement shall be per TIRCP Cycle 2 obligation guidelines. CITY agrees to expend all funds within two (2) years of the Effective Date or any unexpended funds shall be returned to TTD.

2. **FUNDING.** This Agreement is for a **total sub-recipient sum of Five Hundred Thousand and 00/100 Dollars (\$500,000)** of TIRCP funds (the “Funds”). CITY shall provide all match funding required for the TIRCP Funds.

3. **SUB-RECIPIENT RESPONSIBILITIES.** CITY shall be responsible for the complete performance of PROJECT including all of the following:

- a. PROJECT shall be constructed as detailed in Exhibit C.
- b. Procurement shall be in accordance with all applicable state laws and procedures.
- c. CITY agrees to comply with all requirements of the SB125 TIRCP Program Cycle 2 final guidelines (**Exhibit B**) including but not limited to all applicable grant guidelines, deadlines, and approved projects by TRPA and CalSTA. Payment to CITY shall be one lump sum payment of \$500,000. TTD shall not be obligated to make payment to CITY until CITY has provided sufficient information subject to the approval of TTD’s Executive Director’s, or their designee’s, reasonable satisfaction, which information shall include an invoice consistent with SB 125 guidelines, with the requisite billing detail, for the invoice to be processed, and such other information as may be reasonably requested.
- d. CITY agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (i) plan, manage, and complete the expenditure of the Funds; (b) carry out the appropriate expenditure of the Funds, and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the expenditure of the Funds.
- e. CITY agrees to the following PROJECT milestones:
  - i. Develop final design/bid documents by January 2026
  - ii. Invoice TTD for SB125 funds by March 2026
  - iii. Award project by May 2026
  - iv. Project construction completion by July 2027

- v. Final project closeout by September 2027
  - vi. Final project reporting to TTD/TMPO by October 2027
  - f. CITY shall expend Funds only for PROJECT as defined by this Agreement and for work as shown in Exhibit C. Twenty percent (20%) of all invoices due to contractor shall be provided by CITY local funds.
  - g. CITY shall include acknowledgment on Project reports, documents, outreach materials (including print, electronic, and social media), and any other applicable materials that the Projects is funded in part or in whole by SB 125 funds.
  - h. CITY agrees to perform all Operations and Maintenance (O&M) for the constructed PROJECT at no cost to TTD.
4. **INVOICING.** CITY shall provide invoice to TTD at least thirty (30) days in advance of the lump sum payment due date. Invoices shall reference the Project, Project Number, and the payment due date.
5. **USE OF FUNDS.** CITY shall deposit all funding amounts received into a separate account held solely for the PROJECT. CITY shall use all funds solely for the purpose of paying the costs of constructing the PROJECT.
6. **RETURNS.** Any unexpended Funds will be returned to TTD if the PROJECT is not constructed.
7. **REPORTING.** CITY will provide all reporting for PROJECT to TTD as specified in Attachment B.
8. **COMPLIANCE WITH LAWS; NONDISCRIMINATION.** CITY and any contractors, subcontractors, consultants, and other vendors constructing PROJECT shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, including the provisions of the Americans with Disabilities Act of 1990 and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
9. **RECORDS.** CITY shall maintain satisfactory account statements, records and other documents relating to PROJECT. Account statements, records and other documents relating to

PROJECT shall be retained by CITY for three years following the completion or termination of this Agreement and shall be subject to examination and audit by TTD and/or CalSTA.

10. **DISPUTES AND WITHDRAWAL.** The Parties shall meet and confer in an attempt to resolve any disputes arising from this Agreement. If the dispute cannot be resolved, any Party may withdraw from this Agreement upon 60 days written notice to the other Parties.

11. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.** CITY agrees to protect, defend, indemnify, and hold TTD its board members, officers, agents, employees, and volunteers (the "Indemnified Party") free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including but not limited to judgments, penalties, interest, court costs, attorneys' fees, and all other expenses incurred by the Indemnified Party, arising out of or related to CITY's performance or non-performance under this Agreement, including the acts or omissions of its employees, agents, contractors, or subcontractors. This indemnification shall not apply to the extent such losses, claims, or damages are caused by the sole negligence or willful misconduct of TTD. CITY's obligations under this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. **GOVERNING LAW; JURISDICTION.** This Agreement will be governed by, interpreted under; and construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, with venue in County of El Dorado, California. Each of the Parties acknowledges and agrees that the laws of the State of California and the selection of venue in the foregoing were freely chosen by the Parties. Each Party consents to exclusive personal jurisdiction over such Party by the courts of the State of California and agrees that service of process on such Party may be affected by certified or registered mail, return receipt requested, directed to such Party at its address shown in this Agreement.

13. **NOTICE.** Written notice under this Agreement shall be provided via U.S. Mail, electronic mail, or in person, as follows:

Jim Marino  
Executive Director  
Tahoe Transportation District  
P.O. Box 499  
Zephyr Cove, NV 89448

Joe Irvin  
City Manager  
City of South Lake Tahoe  
1901 Lisa Maloff Way  
South Lake Tahoe, CA 96150

14. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the exclusive benefit of the Parties hereto and nothing contained herein shall be construed as granting, vesting, creating or conferring any right or cause of action on any third party. Nothing in this Agreement is intended

to create, nor shall it be deemed to create, any contractual relationship between any third party and the Funding Partners.

15. **ENTIRE AGREEMENT.** This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties relating to the Funds and may not be modified except by an instrument in writing signed by the authorized representative of the Party. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

16. **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 attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

17. **CONSTRUCTION OF AGREEMENT.** All Parties have been represented by counsel, or had the opportunity to be represented by counsel, in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise.

18. **COUNTERPARTS; ELECTRONIC SIGNATURE.** This Agreement may be executed in duplicate counterparts. Each counterpart shall be deemed an original and both together shall constitute but which together will constitute one and the same Agreement. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all Parties' designated signatories.

19. **INCORPORATION BY REFERENCE.** All Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date set forth below.

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Jim Marino  
Executive Director  
Tahoe Transportation District

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Date

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Joe Irvin  
City Manager  
City of South Lake Tahoe

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Date

Recipient Name: TAHOE TRANSPORTATION DISTRICT

SB125 TIRCP/ZETCP  
TRPA Grant No: 25C00025

**GRANT AGREEMENT NUMBER 25C00025 BETWEEN THE TAHOE  
REGIONAL PLANNING AGENCY AND THE TAHOE  
TRANSPORTATION DISTRICT  
REGARDING STATE OF CALIFORNIA SENATE BILL 125 TRANSIT AND INTERCITY RAIL CAPITAL  
PROGRAM (TIRCP) AND ZERO EMISSION TRANSIT CAPITAL PROGRAM (ZETCP) FORMULA  
FUNDING PROGRAM**

This Grant Agreement Number 25C00025 (this "Agreement") is made this ~~xx~~<sup>1st</sup> day of ~~xxx~~<sup>April</sup>, 2025, by and between the Tahoe Regional Planning Agency ("TRPA"), P.O. Box 5310, Stateline, NV, 89449, and the Tahoe Transportation District ("the Recipient"), P.O. Box 499, Zephyr Cove, NV 89449.

The following recitals are a substantive part of this Agreement:

- A. The Tahoe Regional Planning Agency (TRPA) is the designated California Regional Transportation Planning Agency (RTPA) for the Lake Tahoe Basin as defined in Section 13987(j) of the California Government Code.
- B. TRPA as the RTPA for portions of El Dorado and Placer County is tasked by the California State Transportation Agency (CalSTA) with administering the SB 125 funds to the eligible transit agencies as defined by CalSTA SB125 Guidelines.
- C. The State of California through CalSTA has provided grant funds (the "Funds") to TRPA in the form of one-time funding for transit capital, operating, and planning projects through the Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZECTP) authorized under Senate Bill 125.
- D. TRPA intends to enter into this Agreement for the Recipient's administration and expenditure of the Funds, and execution of this Agreement is a pre-condition of the Recipient's receipt of the Funds.
- E. In connection with the expenditure of the Funds, TRPA has no obligations or liabilities to any person or entity that is not a party to this Agreement, notwithstanding that TRPA may have concurred in or approved a solicitation, subagreement, lease, or third-party contract.

**Section 1. General**

- A. **Recipient's Capacity.** The Recipient agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the expenditure of the Funds; (b) carry out the appropriate expenditure of the Funds, and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the expenditure of the Funds. TRPA agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to comply with the terms of this Agreement and the SB125 TIRCP/ZETCP Grant guidelines.
- B. **Scope of Work.** The Recipient agrees to carry out the projects as described in approved Scope of Work attached as Exhibit A (the "Scope of Work") of this contract.

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SB125 TIRCP/ZETCP  
TRPA Grant No: 25C00025

- C. **Effective Date.** The effective date of this Agreement is the date on which it is fully executed by TRPA and Recipient.
- D. **SB125 TIRCP/ZETCP Grant Requirements.** The Recipient agrees to comply with all requirements in the State of California and the SB125 TIRCP/ZETCP program including but not limited to all applicable grant guidelines, deadlines, and approved projects by TRPA and CalSTA. All projects in the Allocation Request(s) must be consistent with a short-range transit plan or other publicly adopted plan for transit capital and operating improvements, including the Regional Transportation Plan.
- E. **Subrecipient Participation.** Upon written approval by TRPA, the Recipient may delegate certain responsibilities to one or more subrecipients (each a “Subrecipient”) and the Subrecipient shall comply with the terms of this Agreement and all applicable laws and regulations. The Recipient shall be ultimately responsible to TRPA for the Subrecipient’s compliance with applicable laws and regulations and with this Agreement.
- F. **Responsibility to Extend Requirements to Other Entities.**
1. If any entity other than the Recipient is expected to fulfill any responsibilities of the Recipient under this Agreement, the Recipient agrees to use a written document to ensure that such entity carries out such responsibilities.
  2. The Recipient agrees to use a written document to ensure that each entity participating in the expenditure of the Funds complies with applicable laws and regulations.
  3. Any written document required by this subsection will include all clauses and provisions required by this Agreement as well as federal and state statutes and regulations.
- G. **No TRPA Obligations to Third Parties.** In connection with the expenditure of the Funds, the Recipient agrees that TRPA shall not be subject to any obligations or liabilities to any Subrecipient, lessee, third-party contractor, or other person or entity that is not a party to this Agreement. Notwithstanding that TRPA may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, TRPA has no obligations or liabilities to any entity other than the Recipient, including any Subrecipient, lessee, or third-party contractor at any tier.
- H. **Standard of Care.** The Recipient expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by TRPA, its Executive Director, or another representative of TRPA is required, it is understood that such approval is conceptual only and does not relieve the Recipient of its responsibility for complying with all laws, codes, industry standards, and its liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Recipient or Subrecipients.
- I. **Eligibility for Subgrants and Contracts.** The Recipient will not make any award or permit any award of a subgrant or contract to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in state or federal assistance programs.

Recipient Name: TAHOE TRANSPORTATION DISTRICT

SB125 TIRCP/ZETCP  
TRPA Grant No: 25C00025

- J. **Expectations of projects funded by SB125.** Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

### **Section 2. Budget**

TRPA and the Recipient have agreed to the budget reflected in Exhibit A (the "Scope of Work"). The Recipient will incur obligations and make disbursements of the Funds only as authorized in the Scope of Work unless otherwise approved in writing by TRPA. The Scope of Work will specify which type of funds will be provided to a project between TIRCP and ZETCP. All funds received and interest related to the funds will be treated in accordance with the SB125 TIRCP/ZETCP guidelines.

### **Section 3. Payments**

- A. TRPA shall provide funds to the Recipient upon:
1. receiving SB125 TICRP/ZETCP Funds from CalSTA, and
  2. all projects and associated budgets approved by TRPA and CalSTA via program Allocation Package, and
  3. an invoice from the recipient specifying specific project(s) approved in Exhibit A for eligible and allowable project costs. Each invoice will be itemized, identify the project name or number, indicate the balance left on the contract net of the current invoice expenses, include the dates of work performed, and when applicable the percentage of completion for each task.
- B. With all above criteria met, TRPA shall make payments to the Recipient within thirty (30) days following the date of receipt of the invoice unless TRPA disputes the amount of the Compensation the Recipient claims it is owed under this Agreement.
- C. The Recipient agrees that TRPA's maximum commitment for this Agreement will not exceed the amount designated in Exhibit A. The Recipient agrees that the responsibility of TRPA to make payments under this Agreement is limited to the amount designated in Exhibit A.
- D. TRPA is required to provide the Funds to the Recipient only to the extent that the Funds are actually provided to TRPA by the State of California. If the State of California determines that it will not provide TRPA with all or any portion of the Funds, TRPA's obligation to pay the Recipient is null and void as to that amount of the Funds.
- E. If the State of California or any other authorized state representative determines that it will not provide TRPA with all or any portion of the Funds or determines that TRPA must return all or any portion of the Funds due to a violation of the State Grant, TRPA shall notify the Recipient of such

Recipient Name: TAHOE TRANSPORTATION DISTRICT

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determination and any known reasons for such determination. TRPA shall work with the Recipient to analyze and investigate such determination and shall work with Recipient to challenge such determination if appropriate. If TRPA determines that the Recipient is not entitled to receive any portion of the Funds requested by or paid to the Recipient, TRPA will notify the Recipient in writing, stating its reasons. Within thirty (30) days of written notice to the Recipient that specific amounts are owed to TRPA due to such a determination, the Recipient agrees to remit the owed amounts to TRPA, including applicable interest, penalties, and administrative charges.

- F. The Recipient agrees that payment to the Recipient by TRPA for any costs does not constitute a final decision about whether that cost is an eligible and allowable cost under the State Grant and this Agreement. Payment to the Recipient by TRPA does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient acknowledges that a final determination about the eligibility and allowability of any cost will not be complete until the final payment has been made or an audit of the expenditure of Funds has been finished, whichever occurs latest. The Recipient agrees that closeout of this Agreement will not alter the Recipient's responsibility to return any Funds due to TRPA as a result of later refunds, corrections, or other similar transactions, nor will closeout alter the rights of TRPA to recover Funds from the Recipient upon a determination by the State of California or any other authorized state representative that the expenditure of such Funds was unauthorized or improper.

#### **Section 4. Accounting Records**

- A. **Accounts.** The Recipient agrees to establish and maintain a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified with the expenditure of the Funds. The Recipient agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to this Agreement, except those payrolls, invoices, time records and other documents maintained by TRPA, so that they may be clearly identified, readily accessible, and available to TRPA upon request.
- B. **Allowable Costs.** The Recipient agrees to comply with federal and state statutes and regulations to determine the allowability of individual costs, including, but not limited to, SB125 TIRCP/ZETCP guidelines (Exhibit B), State of California fiscal policies, and all subsequent amendments, and each project's approved scope and budget found in Exhibit A.
- C. **Documentation of Costs.** The Recipient agrees to document all expenditures of the Funds with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, except those concerning payroll, invoices, time records and other matters documented by TRPA.

#### **Section 5. Reporting**

In order to allow TRPA to generate annual reports, invoices and to otherwise comply with the SB125 TIRCP/ZETCP Grant, the Recipient agrees to submit to TRPA all materials required by SB125 TIRCP/ZETCP Grant Guidelines, the State of California statutes or regulations and any other materials that TRPA may

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SB125 TIRCP/ZETCP  
TRPA Grant No: 25C00025

reasonably request in order to comply with the SB125 TIRCP/ZETCP Grant, including:

- A. **Annual Progress Reports.** In addition to any other reports required by the Grant Requirements, Annual performance reports shall be prepared and submitted to TRPA, no later than October 1st each year, for the duration of the Agreement, or until all activities are completed and the Project is formally closed.
- B. **Back-Up Data.** The Recipient shall submit to TRPA all back-up data relating to eligible and allowable costs, such as record of contract payments, receipts, payrolls, general ledger statements, detailed interest calculation information, detailed inventory records, and such other documents and information as TRPA determines is required by the SB125 TIRCP/ZETCP funding program.
- C. **Final Report & Project Closeout.** When the project is complete the Recipient must notify TRPA by e-mail or letter. A Final Project Report will be due 90 days after project completion. The Recipient must submit a Final Project Report to TRPA comparing actual project performance to projected performance and provide verification of project completion as scoped, such as a photo of the completed project.

Closeout shall occur when TRPA notifies the Recipient that TRPA has closed this Agreement. The Recipient agrees that closeout by TRPA does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from TRPA. All payments made to the Recipient shall be subject to review for compliance by TRPA with the requirements of this Agreement and shall be subject to an audit upon the full expenditure of the Funds.

- D. **Monthly Ridership Data.** The Recipient shall submit to TRPA through the LT Info transit portal monthly transit ridership data for each mode of transit the recipient (and any sub-recipient) operates. The ridership data should be consistent with FTA National Transit Database data submitted (if applicable) and should cover the time period starting July 1, 2022 through at least June 30 2029.
- E. **Projects receiving ZETCP-GGRF capital funds.** Additional reporting requirements apply to projects receiving ZETCP-GGRF funds. Recipients must document meaningful community benefits from the GGRF investment in accordance with Attachment 1 & 2 of the SB125 TIRCP/ZETCP Guidelines.
- F. **Changes in Performance.** The Recipient agrees to notify TRPA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Recipient's ability to expend the Funds. The Recipient agrees to notify TRPA immediately, in writing, of any current or prospective dispute, breach, default, or litigation that may adversely affect TRPA's interests. The Recipient agrees to notify TRPA, in writing, before naming TRPA as a party to any litigation. In addition to the notice otherwise required by this Agreement, the Recipient agrees to provide the notice required by this subsection to TRPA's Office of General Counsel.

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### **Section 6. Record Retention and Access**

- A. **Record Retention.** The Recipient agrees to retain all data, documents, reports, records, contracts, and supporting materials relating to the expenditure of the Funds for a minimum of three years after final payment is made unless otherwise dictated by the SB125 TIRCP/ZETCP guidelines.
- B. **Access to Records of Recipients.** The Recipient agrees to permit TRPA or its authorized representatives, upon request, to inspect all work, materials, payrolls, and other data and to audit the books, records, and accounts of the Recipient pertaining to the expenditure of the Funds.
- C. **Effect of Closeout.** The Recipient agrees that the closeout of this Agreement does not alter the record retention and access requirements of this Agreement.

### **Section 7. Timely Progress and Termination**

- A. The Recipient shall make diligent and reasonable progress expending the Funds pursuant to the Schedule. If the Recipient fails to expend the funds pursuant to the Scope of Work, TRPA may review the status of the expenditure of the Funds to determine whether the Funds should be reallocated to another eligible entity. The Recipient understands and agrees that failure to make diligent and reasonable progress expending the Funds pursuant to the Scope of Work shall provide sufficient grounds for TRPA to terminate this Agreement.
- B. The Recipient agrees that upon written notice, TRPA may suspend or terminate all or a portion of the funding assistance to be provided pursuant to this Agreement if the Recipient has violated the terms of this Agreement and has failed to timely cure such violation after receiving written notice of the violation from TRPA.
- C. Termination of all or a portion of the funding assistance to be provided pursuant to this Agreement will not invalidate obligations properly incurred by the Recipient before the recipient receives written notice of such termination, to the extent those obligations cannot be canceled.

### **Section 8. Certifications & Assurances.**

- A. The Recipient agrees to sign and comply with the current SB125 TIRCP/ZETCP Guidelines (Exhibit B).

### **Section 9. Disputes and Venue**

- A. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. **Dispute Resolution Process.** In the event that a dispute arises between TRPA and the Recipient during the term of this Agreement, Recipient shall continue to perform unless TRPA informs Recipient in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

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1. **Review by TRPA's Project Manager and Staff.** The Recipient shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to TRPA's Project Manager. The Project Manager and other appropriate TRPA staff will review the documentation in a timely manner and respond to the Recipient within twenty (20) days.
  2. **Review by TRPA's Executive Director.** Upon receipt of an adverse decision by TRPA's Project Manager, the Recipient may submit a request for reconsideration to TRPA's Executive Director. The request for reconsideration must be received within ten (10) business days from the postmark date of the reply from TRPA. The Executive Director will respond to the request for reconsideration within ten (10) business days. The decision of the Executive Director will be in writing.
  3. **Mediation.** Upon receipt of an adverse decision by TRPA's Executive Director, the Recipient may send written notice to TRPA of its intent to initiate mediation. TRPA and the Recipient shall mutually agree upon a mediator who shall mediate the dispute in accordance with procedures mutually-agreeable to all parties, or if unable to agree on a mediator or upon mediation procedures, then subject to the Commercial Mediation Rules of the American Arbitration Association then in effect. Such mediation shall commence within thirty (30) days after the written notice to mediate. The costs and reasonable attorney's fees shall be shared as determined by the mediator.
- C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the United States District Court – Eastern District of California court. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

#### **Section 10. Project Manager**

The Recipient has assigned George Fink as the project manager for this Agreement. Project manager continuity and experience is deemed essential in the Recipient's ability to expend the Funds in accordance with the terms of this Agreement. The Recipient shall not change the Project Manager without notice to TRPA.

#### **Section 11. Relationship of Parties**

For purposes of this Agreement, the relationship of TRPA and the Recipient is that of independent entities and not as agents of each other or as joint venturers or partners. TRPA and the Recipient shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

#### **Section 12. Severability and Integration**

If any provision of this Agreement is determined invalid, it shall be deemed stricken and the remainder of this

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Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between the Recipient and TRPA with respect to the subject matter herein, and supersedes any previous understandings, representations, commitments, or agreements, oral or written.

**Section 13. Non-Discrimination Policy**

During the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, political belief, marital status, age, national origin, sex, or handicap. The Recipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, marital status, religion, political belief, age, national origin, sex, or any handicap not limiting the ability of the person to perform the job contemplated. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60). The Recipient agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity Clause.

**Section 14. Modification and Amendment**

- A. SB125 TIRCP/ZETCP funds are one-time funds allocated by CalSTA. New projects may be added to this agreement through a written modification process to Exhibit A signed by both parties. Existing projects that require modifications shall not be binding unless executed in writing by both parties and approved by CalSTA.
- B. This Agreement may not be modified or amended except in writing, signed by TRPA and the Recipient.

**Section 15. Notice**

Any notice or instrument required to be given or delivered pursuant to this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

Tahoe Regional Planning Agency  
P.O. Box 5310  
Stateline, NV 89449  
Attn: Kira Richardson, Senior Planner

Recipient: Tahoe Transportation District  
P.O. Box 499  
Zephyr Cove, NV 89448  
Attn: George Fink

and shall be effective upon receipt thereof.

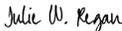
Recipient Name: TAHOE TRANSPORTATION DISTRICT

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**Section 16. Signatures**

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Signed by:  
  
706C9E299E81436

Julie W. Regan  
Tahoe Regional Planning Agency  
Executive Director

**Jim Marino**  
Digitally signed by Jim Marino  
DN: c=US, E=jmarino@tahoe transportation.org, O=Tahoe  
Transportation District, OU="Capital Program", CN=Jim  
Marino  
Date: 2025.03.26 15:28:59-07'00'

James Marino  
Tahoe Transportation District  
District Manager

Recipient Name: TAHOE TRANSPORTATION DISTRICT

SB125 TIRCP/ZETCP  
TRPA Grant No: 25C00025

EXHIBIT A  
SCOPE OF WORK

**Recipient:** Tahoe Transportation District

**Approved Project Scope of Work:**

**Project 1 - Maintenance Facility Upgrades: FY 23-24 -\$1,250,000** - This project proposes to make improvements to an existing maintenance facility that is leased by TTD from the City of South Lake Tahoe. The improvements are to improve efficiency and reliability of certain elements including improvements for staffing and administration. Improvements proposed consist of new restroom(s), safety upgrades, drainage and site upgrades, bus wash facility improvements, EV charging, administrative offices improvements, ADA improvements.

**Project 2 – EV Infrastructure: \$839,248** - This project proposes to design, purchase, and construct EV charging infrastructure to support micro transit fleet and vehicles regardless of provider on the South Shore of Lake Tahoe. The project proposes several chargers at the existing maintenance facility as well as working with partnering providers, the City of South Lake Tahoe, and El Dorado County to identify locations in which charging facilities can be installed to support the micro transit program.

**Project 3 - Operations Support: FY23-24 - \$1,148,135** - Support transit operations in the South Shore, including fixed route transit and microtransit operations. This funding will allow TTD to continue existing transit operations and prevent service cuts. Per the intent of SB125, this will act as a multiyear bridge funding for TTD to address operational costs while long-term transit sustainability solutions are identified. TTD's fixed route service functions in conjunction with the Lake Link microtransit service operated by the South Shore Transportation Management Association. Funds may also support Lake Link in serving as first-mile and last-mile transportation.

**Approved Project Budgets:**

Funding Source	TIRCP		ZETCP (PTA)		ZETCP (GGRF)		TOTAL FY23-24
	FY 23-24	Future*	FY 23-24	Future*	FY 23-24	Future*	
Project 1	\$1,250,000	\$300,000					\$1,250,000
Project 2	\$ 839,248					\$669,710	\$ 839,248
Project 3	\$1,148,135	\$2,998,865					\$1,148,135
Total authorized by this agreement:							\$3,237,383

\*Funds not yet approved for drawdown

**Schedule:**

Projects must show reasonable progress to remain active. All funds must be expended by December 31, 2029.

Note: Any modifications to the project scope or budgets require approval by TRPA and CalSTA prior to expenditure of funds.

Docusign Envelope ID: F3A4FC50-25D8-4017-9BCB-941247DCD3AE

Exhibit B

**BUDGET ACT OF 2024  
SB 125 FORMULA-BASED  
TRANSIT AND INTERCITY RAIL  
CAPITAL PROGRAM &  
ZERO EMISSION TRANSIT  
CAPITAL PROGRAM**

**FINAL GUIDELINES**

**January 10, 2025**

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## SB125 FINAL GUIDELINES – FORMULAIC FUNDING

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JM/ja

## 1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate \$4,000,000,000 of General Fund to the TIRCP over the next two fiscal years as well as \$910,000,000 of GGRF funding and \$190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP).

Further, AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget Act of 2024 to make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. For the TIRCP, \$2,000,000,000 of General Fund and GGRF funding was made available for the 2023–24 fiscal year, \$1,000,000,000 of General Fund and GGRF funding is made available for the 2024–25 fiscal year, and \$1,000,000,000 of General Fund and GGRF funding is made available for the 2025–26 fiscal year. For the ZETCP, \$190,000,000 of PTA funding was made available for the 2023-24 fiscal year, \$220,000,000 of GGRF funding is made available for the 2024-25 fiscal year, \$0 is made available for the 2025-26 fiscal year, \$230,000,000 of GGRF funding is made available for the 2026-27 fiscal year, and \$460,000,000 of GGRF funding is made available for the 2027-28 fiscal year. These guidelines are specifically developed to facilitate the award of these funds to projects in an expeditious manner.

These guidelines include elements of the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP last updated for Cycle 6 (which delivered its last tranche of funding for project awards in July 2023) but are unique to this particular cycle of TIRCP funding. In allowing the funds covered by these guidelines to be available for operating costs, the guidelines are also required to be aligned with the legislative intent described in subdivision (d) of Section 75226 of, and subdivision (f) of Section 75260, of the Public Resources Code. They will be further informed by input received through workshops, public comments and written responses to be received by December 30, 2024.

SB 125 provided additional direction with regards to the funding appropriated in the Budget Act of 2023 and amended in the Budget Act of 2024. It created specific categories for funding as follows:

- A) \$3,995,000,000 over three fiscal years shall be distributed pursuant to a population-based formula to regional transportation planning agencies (RTPA) as defined in Section 7 of these guidelines. The bill authorizes RTPAs to use the moneys for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership for operators within the RTPAs jurisdiction, subject to compliance with requirements and further detail described in Section 6 of these guidelines.

\$1,100,000,000 over five fiscal years shall be for the establishment of the Zero-Emission Transit Capital Program (ZETCP) and requires funds under the program to be allocated to RTPAs

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pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs, as specified (the formula described is consistent with the current State Transit Assistance formula). The bill authorizes RTPAs to use the moneys for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements described in Section 6 of these guidelines, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

## 2 Objectives

The TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550. Each RTPA will need to provide information related to its projects sufficient to determine the nature of priority population benefits; however, there is no minimum requirement that each project or RTPA needs to meet for the projects submitted.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

Further, as outlined in SB 125, which amended the Budget Act of 2023, and affirmed in the Budget Act of 2024, it is the intent of the Legislature to:

- (1) provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified
- (2) assist transit operators in preventing service cuts and increasing ridership
- (3) prioritize the availability of transit for riders who are transit dependent
- (4) prioritize transit agencies representing a significant percentage of the region's ridership

To that end, SB 125 specifies that the moneys appropriated in the Budget Act of 2023 may be used for high-priority transit capital projects within the project eligibility categories allowed under TIRCP in Cycle 6, and also for transit operating expenses for operators within the RTPAs jurisdiction. Further detail on the definition of transit operator is included in Section 3.

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### 3 Eligible Recipients and Funding Distribution

The first year of funding for TIRCP and the first and second year of funding for ZETCP has already been distributed to all approved projects, with a number of disbursements pending approval. The second year of funding for TIRCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2030. Once received by the RTPA there is no deadline for the expenditure of funds.

TIRCP funding will be allocated in both FY24-25 and FY25-26 to RTPAs according to a population-based formula after each recipient first receives \$300,000 of base funding split evenly across both years.

The remaining ZETCP funding will be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs. This formula matches the approach used to calculate State Transit Assistance distribution.

Eligible recipients of funding are the RTPAs, as defined in Section 13987(j) of the Government Code. The current eligible recipients based on that definition and initial fund estimates by expected recipient can be found in attachment 4 of these guidelines.

Funding distributions will be only made to the recipients found in attachment 4, utilizing fund transfer instructions confirmed with CalSTA by the RTPA prior to transfer, which may in turn make funding available to public agencies in their jurisdiction. RTPAs have the discretion to suballocate or distribute funds within their region based on local needs, existing procedures, policies or priorities, as long as required SB 125 program requirements and goals are met, including addressing how operating needs are expected to be met with SB 125 and/or other resources. SB125 funds may be applied to expenses for approved projects, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement.

For TIRCP and ZETCP capital projects, the RTPAs may distribute funding to public agencies eligible to receive TIRCP capital funding, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute. Please note that within such capital projects, with the exception of projects that are in the federal pipeline for major projects project development, the projects funded must result in construction being completed, as is required under traditional TIRCP funding.

For any spending on transit operations to prevent service reduction or elimination in order to maintain or increase ridership, or to otherwise increase ridership, the RTPAs may distribute funding to transit operators in their jurisdiction that are eligible to receive State Transit Assistance (STA) funding through Section 99314 at the time of distribution by the RTPA. Please note that preventing service reduction and elimination includes the broad variety of expenses required to provide service, including those related to ensuring safety and state of good repair of the vehicles and infrastructure.

RTPAs may also be the sponsor of capital and operating projects and may partner on projects with the agencies eligible to receive funding (such as doing a planning effort tied to making the underlying project more beneficial in a regional context upon implementation).

RTPAs must deposit funds into one or more dedicated bank accounts or custody accounts. Permitted investments include bank demand deposits consistent with California government code, government money market funds, U.S. Treasuries, U.S. Agency securities, California Local Agency Investment Fund (LAIF), and AAA public agency pools, to the extent permitted by RTPA policy and state statute. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated

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JM/ja

AGENDA ITEM: IV.F.  
FPC AGENDA ITEM: III.F.

to SB 125 funds. Funds will be disbursed separately from each fund source supporting SB 125 (General Fund and GGRF for TIRCP; PTA and GGRF for ZETCP) and identified as such when disbursed. RTPAs are responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when an agency submits its required Annual Report, as described in Section 9. When the recipient agency submits its Annual Report, they are required to submit a copy of their most recent bank statement. The additional spending made possible by interest or investment earnings shall be approved through submitting an Updated Program Allocation Request to CalSTA, which will approve such spending based on review of project eligibility.

RTPAs, transit operators and other public agencies expending SB 125 formula funding assume responsibility and accountability for the use and expenditure of allocated funds in accordance with these guidelines and applicable statutes. These agencies must also comply with all relevant federal and state laws, regulations, policies, and procedures.

#### 4 Schedule

Comments on Draft 2024 Guidelines Due	December 30, 2024
CalSTA Publishes Final 2024 SB 125 Guidelines	January 10, 2025
Updated Program Allocation Summary and First Annual Report Due	February 28, 2025
Requested Funding Will be Allocated No Later Than	April 30, 2025
Next Annual Report Due	October 31, 2025
<i>*Comments and requests for meetings can be submitted to: SB125transit@calsta.ca.gov</i>	

#### 5 Eligible Projects

##### **TIRCP Funding (\$3.995 billion)**

In order to be eligible for TIRCP capital project funding under this program, a capital project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the relevant sections of the ZETCP Quantification Methodology. It must also demonstrate an increase in ridership.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments,

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efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.

3. Rail, bus, and ferry integration implementation, including:
  - a. integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
  - b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
  - c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment, such as transit route and schedule integration (or coordination)
  - d. other multimodal and service integration initiatives, including active transportation and other access investments which increase transit and rail ridership and reduce greenhouse gas emissions
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transit services operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhanced service.

Grade separations and grade crossing improvements on passenger rail corridors or related to transit projects are eligible, as they are under the discretionary TIRCP. In addition to providing safety benefits, these projects often provide certain roadway based (and sometimes rail related) greenhouse gas emission reductions and a small increase in ridership (tied to reductions in train delays and cancellations tied to incidents at the crossing, and sometimes speed increases that occur after crossings are improved or eliminated). In some cases, ridership increases from such projects are more significant if they are necessary to increase train frequency.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor.

Projects that link housing with key destinations and that improve accessibility to economic opportunities are also eligible for TIRCP funding.

Demonstration projects that are smaller-scale efforts with great potential to be expanded are eligible for funding. Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership. Research, development, and testing of emerging technologies are eligible components. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

Many TIRCP applicants have met the requirements for reducing greenhouse gas emissions and increasing ridership through combining related capital investments that may individually address only one or the other benefit. Many TIRCP applicants have also augmented their chosen capital projects with key network integration planning studies that consider how to enhance the benefits of their projects (in connecting to other transit and rail systems), or planning efforts that consider a later phase of capital investment and the benefits it will bring to the current proposed project when constructed at a later date.

Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for new projects, either to complete project funding or to expand project scope; SB 125 funding will be counted as matching funds  
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in future TIRCP discretionary grant applications.

Additionally, RTPAs may suballocate funds to agencies in their jurisdiction so agencies may use this funding to support projects that have previously received a TIRCP award and require an additional infusion of resources to deliver the original scope. RTPAs may also allocate funding to any project awarded funds in Cycle 6 that pledged to use future TIRCP formula funds as match, in accordance with the direction provided in the Cycle 6 guidelines. RTPAs may assume that any funding from these SB 125 resources will help obtain or maintain funds from federal, state and local sources already committed to the projects, and document this benefit for their own projects, and require such documentation of benefits from project sponsors for other projects, in their Allocation Package submissions. Agencies shall state which project is seeking additional funds, identifying the Cycle 1 through 7 project, and whether the funding is needed for the full project scope or for a subcomponent.

RTPAs may suballocate funds to agencies in their jurisdiction so agencies may also use this funding for project development activities, similar to the “Major Projects Project Development Reserve” that was established in the Cycle 6 guidelines, including use of additional funding for projects that received funding for such projects in the Cycle 6 awards. While projects and programs of projects do not need to be ready for construction, agencies should identify how their project or program of projects will be eligible to apply for TIRCP construction funding in the future and what specific federal, state and other funding programs they are planning to utilize for construction funding. As in Cycle 6, such projects must either be pursuing Capital Investment Grant funding through the Federal Transit Administration (FTA) or be part of the pursuit of Federal Railroad Administration funding through the Corridor Identification Program. Projects not pursuing federal funds for construction from FTA or planning to pursue FRA capital funding for construction through one of the Bipartisan Infrastructure Law programs are not eligible. Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for project development; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications.

RTPAs that are themselves the capital project sponsor may also utilize funds for their own projects. RTPAs are also authorized to use TIRCP moneys, subject to compliance with requirements described in Section 6 of these guidelines, to fund transit operating expenses within its jurisdiction that prevent service cuts and increase ridership, including those related to increasing service up to, or above, pre-pandemic service levels, ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning expenses related to implementation of ridership recovery and retention strategies are also eligible as operating projects, whether at the RTPA or STA-eligible transit operator level. RTPAs that are themselves the operator of transit services may also utilize funds for their own operations. Service planning necessary to experiment with, demonstrate or implement significant service modifications may be funded as an operating expenditure at either the RTPA or transit operator level.

#### **ZETCP Funding (\$1.1 billion)**

Pursuant to SB 125, zero-emission transit equipment, transit facility and network improvement projects such as those that support replacing aging vehicle fleets with Zero-Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, and projects that expand or modernize zero-emission transit networks, are eligible projects for the Zero-Emission Transit Capital Program (ZETCP). ZEVs include heavy- and light-rail vehicles, buses, and other ZEVs used for transit service. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

GGRF funds used on these projects (100% of years 2-5) will require submission of information described in the ZETCP Quantification Methodology, as expending GGRF funds requires benefits reporting. They also require compliance with the CARB Funding Guidelines applicable to all GGRF funding, including annual benefits reporting and identification of benefits to priority populations.

ZETCP funding may also be used for transit operations expenditures that prevent service reduction or elimination or that increase service up to, or above, pre-pandemic service levels in order to maintain or

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increase transit ridership, in accordance with the provisions described in Section 6 of these guidelines, including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning efforts necessary to implement one or more of the Innovative Clean Transit Plan efforts within the region, and planning expenses related to implementation of ridership recovery and retention strategies, may be programmed as an operating expense out of the PTA portion of funds disbursed to each RTPA, but must be requested in an Allocation Package submission covering the FY23-24 funding year.

A maximum of 1% of total multi-year SB 125 funding, or \$5 million, whichever is lower, may be programmed by the RTPA for RTPA administration of SB 125 funding across both the TIRCP and ZETCP, and for planning expenses related to preparing and implementing the initial short-term financial plan, updates to the short-term financial plan, and the long-term financial plan, including planning expenses related to implementation of ridership recovery and retention strategies. If less than \$25,000 would be available under this formula, a maximum of \$25,000 shall be available to such RTPAs for RTPA administration and planning expenses. As the RTPAs are tasked with developing the regional long-term financial plan for their jurisdictions, there is no requirement to program and suballocate funds to transit operators for this purpose, although they may do so at their discretion. The RTPAs can procure professional services or use their own staff to gather the reports, data and relevant information needed to develop the regional long-term financial plan required by SB 125. This request must be made in the Allocation Package submissions covering FY 23-24 funding from the ZETCP, which was originally due on December 31, 2023, as an operating project associated with the RTPA, as most funding will be drawn from the Public Transportation Account resources only available in that year. If included in the submission originally due on December 31, 2023, funds may be applied to expenses incurred at any point in the RTPAs FY23-24 fiscal year, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement. Very small RTPAs may be directed by CalSTA to program the balance of funding from 1<sup>st</sup> year General Fund resources available under TIRCP if there are insufficient PTA funds available to meet their requested administrative funding amount. Small RTPAs are encouraged to combine planning efforts if feasible. Should RTPAs be part of project-specific project management, resources required for those efforts are to be separately identified as part of the funding requested for each project, as appropriate.

## 6 Requirements for Funding Allocations

Each RTPA that has not yet submitted an Initial Allocation Package (or that submitted an Initial Allocation Package that excluded the Short Term Financial Plan) please refer to the requirements for funding allocations outlined in the Final SB125 Guidelines dated September 29, 2023. As allocation packages for the first year of funding may be submitted on a rolling basis, agencies that have not yet submitted an Initial Allocation Package, or those that excluded Short Term Financial Plans, may submit this information at any time (subject to the relevant time limitations on funding encumbrance included in the Budget bills for each fiscal year of funding).

In addition, each RTPA that has submitted an initial allocation package but only requested a partial amount of funding, please refer to the requirements for funding allocations starting on page 11 in the Final SB125 Guidelines dated September 29, 2023.

For RTPAs seeking their second year of TIRCP funding for previously approved projects, please submit the following information by February 28, 2025.

- A. **An updated fund request form** with updated fund totals by project and by fiscal year and source of funding. Previously submitted allocation Packages are expected to be updated for future years should there be any change in funding availability or projects selected for funding distribution. They also are expected to be updated to reflect any changes in the specific fund sources and years of funding assigned to specific projects. Before additional funding is disbursed, agencies must submit an updated fund request form that identifies the projects and fund source by fiscal year.

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The updated fund request form should also identify any interest earned on SB125 funding and the how this earned interest amount is proposed to be spent. If an RTPA is proposing to spend earned interest on a previously approved project, this amount can be added and identified in the updated fund request form. If an RTPA is proposing to spend earned interest on a new project, agencies must submit the required information for new projects following the guidance in the Final SB125 Guidelines dated September 29, 2023. Agencies may submit for review and approval proposals to spend (or other investment income earned) on a rolling basis. Allocation packages and their updates will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

**B. A completed annual report template (available on the CalSTA program page for the SB125 Transit Program).** At a minimum, agencies should report on the following:

- a. Proof that funds received have been deposited into a dedicated bank account or subaccount and is tracked by the three fund sources (TIRCP; ZETCP GGRF and ZETCP PTA).
- b. Amount of interest earned (or other investment income earned) on each fund source separately.
- c. Progress made toward implementation of the projects and operating expenditures and should include expenditures to date and total amount remaining per project.
- d. Estimated greenhouse gas benefits and jobs co-benefits as modeled in the CARB modeling tools.
- e. How much funding is to be used for operating costs, if any.
- f. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.
- g. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.
- h. The total costs and the source of funding for vehicles and equipment purchased using these funds.

**C. Transit Operations Funding**

If an agency is using funding for transit operations for one or more of the STA- eligible transit operators in its jurisdiction, it shall resubmit the following information for each operator covered by its request.

1. Name of Transit Operator
2. 2023-24 Ridership for the Operator and Operator's Percent of Region's Total Ridership
  - a. Amount of service being paid for by the additional SB125 funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). Costs involved in maintaining current operations may include those necessary for ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting. In some regions, a different STA-eligible operator may be better able to implement increased or restored service levels than the original operator. This flexibility is allowed and should be noted.
  - b. Identification of operating expenses invested in increased safety and security measures.

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- c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules.
- d. Identification of benefits to transit dependent riders of activities funded by the request.

Each RTPA that has not yet submitted an Initial Allocation Package may submit a request for the first two years of funding concurrently. Approval will be dependent on meeting all of the requirements for Initial Allocation Packages outlined in the Final SB125 Guidelines dated September 29, 2023 as well as the requirements outlined in Section 6A through 6C of these Guidelines.

Technical assistance in addressing the required contents of the Initial Allocation Package and any future updates may be requested by emailing the SB 125 e-mail address at [SB125transit@calsta.ca.gov](mailto:SB125transit@calsta.ca.gov). Assistance may be provided by CalSTA, Caltrans or CARB, depending on the nature of the specific question.

Agencies are reminded that they may submit updates to allocation packages on a rolling basis that CalSTA anticipates reviewing on a 30- to 60-day timeline for approval of additional allocations of funding, up to the limit available for the RTPA at the relevant point in the program.

RTPAs are also required to make publicly available (i.e., posted online) a summary of monthly ridership data, consistent with the data submitted to the FTA's NTD, from all its transit operators and should cover the time period starting on July 1, 2022, through at least June 30, 2029. The monthly reports should include ridership data for each mode of public transportation service that the agency operates. This information will provide the public with monthly trends in ridership and service supplied throughout the year, and also allow for a comparison of ridership recovery compared to this same time last year.

Caltrans will provide all RTPAs with a summary report each month that meets the requirements of this statutory provision, drawn from the data reported to the National Transit Database. The data will be drawn from the NTD at: [Complete Monthly Ridership \(with adjustments and estimates\) | FTA \(dot.gov\)](#). RTPAs are required to post a link to this report and data in a manner easily accessed by the public, so that ridership trends within their region can be easily reviewed, in order to receive approval for their allocation packages. For RTPAs with transit operators who do not report monthly data to the NTD, Caltrans will include the most recent annual ridership numbers provided to the NTD. RTPAs may publish additional ridership data for agencies that do not report monthly to the NTD at their discretion, in order to allow public understanding of the changes in ridership experienced over the SB 125 funding time period.

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in the 2026-27 fiscal year and beyond. *This plan will be analyzed and reviewed for completeness.*

Each long-term financial plan shall include, but is not limited to:

- I. Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.
- II. A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and

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the progress and improvements implemented since the last submitted regional short-term financial plan.

Technical assistance as it relates to the development of long-term financial plans may be offered from CalSTA and/or Caltrans. RTPAs are expected to utilize existing plans and documents that address the requirements of the long-term financial plan where possible, including the use of supplemental materials or addenda that address the long-term plan requirements and reference back to their existing plans as applicable. CalSTA analysis and review for completeness will only extend to content required by the provision of SB 125. Additional guidance will be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125.

## **7 Approval and Programming**

Once an agency's updated information is received, along with verification that monthly ridership data as required by statute is available on each regional agency's website, CalSTA will review and analyze the submitted documents for completeness and for project eligibility (if any new projects are being proposed) with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding. If all projects are eligible and the documentation is complete, CalSTA will notify the RTPA that its package is approved, publish the information on its SB125 Transit Formula Program subject area page, and authorize disbursement of applied-for funds to the RTPA. If a submission is incomplete, RTPAs will be promptly notified and allowed to address areas of incompleteness. If any projects are found to be ineligible, RTPAs will be provided an opportunity to choose between either remedying the ineligible project (or replacing it with another) prior to having the entire package approved, or advancing all projects that are eligible and addressing the ineligible project in a future Updated Allocation Package. CalSTA will maintain a Program Allocation Report that will incorporate all approved projects (both capital and operating) that will be updated in any quarter during which additional approvals of Initial Allocation Packages or Updated Allocation Packages have been made.

Agencies are not required to fully apply for all available funding at the time of Initial Allocation Package submission. Unrequested monies, or the request to program interest earned on deposited funds that have not yet been disbursed to implementing agencies, may be requested in a future Updated Allocation Package. If an agency chooses to request previously unrequested funding or reprioritize funding between projects (including the addition or deletion of a project from their approved project list), an Updated Allocation Package shall be submitted for approval, including a Summary of Changes section immediately after the cover letter authorizing submission, and any updates to the project information in the document relative to the request. Such documents will be reviewed and analyzed upon receipt for completeness and project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding, with the approved changes included in the quarterly updates to the Program Allocation Report. Notification will be provided to each submitting agency within 30 to 60 days of submission of an Updated Allocation Package regardless of whether the next quarterly Program Allocation Plan has been published.

## **8 Project Delivery and Reporting**

To the extent that recipients specify existing TIRCP projects that already have competitive TIRCP funding awards, CalSTA and Caltrans will work with each project sponsor to update project program supplements to reflect the use of these supplemental resources on the project under its delegated authority from CalSTA. The first year of funding for TIRCP and the first and second year of funding for ZETCP has already been distributed to all approved projects, with a number of disbursements pending approval. The second year of funding for TIRCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2029. Once received by the RTPA there is no deadline for the expenditure of funds. Agencies may spend SB 125 funds in any order relative to other state, federal and local funds.

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AGENDA ITEM: IV.F.  
FPC AGENDA ITEM: III.F.

As previously noted, as a condition of ongoing disbursement of requested SB 125 funds, the RTPAs must submit to CalSTA an Annual Report documenting the activities and progress made toward implementation of the projects and operating expenditures, which includes total SB 125 expenditures to date and total amount remaining.

Recordkeeping and reporting requirements will apply through the life of the projects.

As previously noted, recipients must deposit funds into a dedicated bank account that will hold only SB 125 funds. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. These funds must also be spent on eligible projects and will be accounted for when an agency submits its required Annual Report.

A reporting template will be distributed prior to the first annual report being due by February 28, 2025 and will cover the requirements outlined in Section 6A through 6C of these Guidelines. The first report should cover the period of project approval through December 31, 2024.

A final delivery report for completed capital projects may also be required, to provide notification of the completion of the project and confirmation of its placement into service. Additional guidance may be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125, and may include the development and distribution of a final delivery report template in the future.

Consistent with CARB's Funding Guidelines, local agencies are required to report on job co-benefits, in addition to all other reporting requirements, for funding associated with the ZETCP. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of the Allocation Package submission for the ZETCP, agencies are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the annual reporting process. Note that these requirements are only for the ZETCP and are not necessary for the SB 125 TIRCP funding. Projects accessing funding from the ZETCP may also be required to submit reporting information related to greenhouse gas reductions and priority population benefits in accordance with the CARB's Funding Guidelines (see Attachment 1).

Implementing agencies should note that additional Project Outcome Reporting may be required for TIRCP or ZETCP capital projects. Caltrans may provide assistance through Cal-ITP on scheduling, real-time information and payments to streamline reporting requirements.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of SB125 projects to evaluate the performance of the project, or compliance with state and federal laws and regulations, contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the Allocation Package. A report on the projects audited must be submitted by the auditing agency to CalSTA.

In addition, agencies that receive ZETCP funding under this program shall submit a report to CalSTA, no later than February 28th, 2025, and annually by October 31<sup>st</sup> of subsequent years. The second report should cover the period of January 1, 2025, through June 30, 2025. Subsequent annual reports should cover the period of July 1<sup>st</sup> through June 30<sup>th</sup>. Annual reports must include the following information:

- a. How much funding is to be used for operating costs, if any.
- b. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.

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AGENDA ITEM: IV.F.  
FPC AGENDA ITEM: III.F.

- c. The number, type, date, Open Charge Point Interface (OCPI) data, and location of electric charging stations or hydrogen fueling stations purchased and installed, if any.
- d. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.
- e. The total costs and the source of funding for vehicles and equipment purchased using these funds.

Additional guidance related to the ZETCP annual report will be provided at least six months before its required submission.

## 9 Project Administration

Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by CalSTA and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

If a short-term financial plan does not meet the content and completeness requirements outlined in section 6, or if specific projects described do not meet eligibility requirements, agencies will have an opportunity to remedy their plan and receive access to the funding after the requirements are met.

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the disbursement of funds if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the recipient which affects performance of this funding, or any other grant agreement or contract entered into with the State. If funding disbursement is terminated, or project approval revoked, the Agency may be required to fully or partially repay funds from the TIRCP or ZETCP.

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**Attachment 1: CCI Funding Guidelines for Administering Agencies**  
**(applies to ZETCP Recipients Using GGRF Funds)**

**Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households**

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in AB 398 and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "priority populations"), among other statutory requirements.

CARB collaborates with agencies that administer California Climate Investments programs to develop individual targets for each program to drive investments that achieve direct and meaningful benefits to priority populations and help ensure that statutory requirements are met, which are described in AB 1550.

Additional information can be found at the following CARB websites:

<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

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## **Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology**

### **CCI Quantification and Reporting Materials (applies to all agencies receiving SB125 funds)**

Administering agencies using ZETCP GGRF funding for capital expenditures must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables (BCTs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the TIRCP QM and associated Calculator Tool to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

The TIRCP Calculator Tool will be used for most ZETCP capital projects, and also for developing quantification estimates for new TIRCP capital projects using SB 125 funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects

- ROG emission reductions (lbs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings (\$), and
- Energy and fuel cost savings (\$).

While many ZETCP and TIRCP projects will use the TIRCP calculator tool, there are some project types that may not be covered by a single tool. CARB staff have developed the ZETCP QM by compiling the calculator tools from TIRCP, LCTOP, the Affordable Housing and Sustainable Communities (AHSC) program, the Low-Income Weatherization Program (LIWP), and the Low Carbon Fuel Production (LCFP) Program. The LIWP calculator can be used to calculate the benefits from solar panel and microgrid installations. The LCFP calculator can be used to calculate the benefits from alternative fuel generation in either a new facility or an expanded, existing facility.

All CARB co-benefit assessment methodologies are available at:  
<https://ww2.arb.ca.gov/resources/documents/cci-methodologies>

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP, and are expected to also be used to report on outcomes for ZETCP GGRF-funded projects. Additional quantification tools will be

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identified by CARB for ZETCP project types that are not covered by current quantification tools, generally utilizing select tools used by existing GGRF programs.

Additional information can be found at the following CARB website:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>

### **Co-benefit Assessment Methodology**

California Climate Investments support the State's climate change goals and provide many additional benefits to individuals, households, businesses, and communities. These "co-benefits" include social, economic, and environmental benefits. CARB provides guidance on quantification methods and reporting to administering agencies. CARB contracted with the University of California, Berkeley (UC Berkeley) to help research and develop methods for evaluating project co-benefits. Guidance on using the co-benefit assessment methodologies is contained in [CARB's Funding Guidelines](#).

The co-benefits were prioritized based on administering agency input and broad applicability to California Climate Investments programs. UC Berkeley first reviewed the scientific data to determine if methods could be developed and summarized the findings in literature reviews. Next, UC Berkeley and CARB developed Co-benefit Assessment Methodologies where feasible. CARB solicited public comment on draft versions in Spring 2018 prior to posting final Co-benefit Assessment Methodologies. CARB may review and update assessment methodologies periodically based on new or evolving project types; new legislation; available resources; new scientific developments or tools, or modifications in the analytical tools or approaches upon which the methodologies were based; or input from administering agencies or the public.

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.

<https://ww2.arb.ca.gov/resources/documents/cci-methodologies>

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### **Attachment 3: Benefit Criteria Tables** (applies to ZETCP Recipients Using GGRF Funds)

#### **CCI Benefit Criteria Tables**

ZETCP will use the Sustainable Transportation Benefit Criteria Table developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as “priority populations”.

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:

**Step 1:** Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household.

**Step 2:** Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household.

**Step 3:** Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimum.

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**Attachment 4: Eligible Recipients and Fund Estimates**

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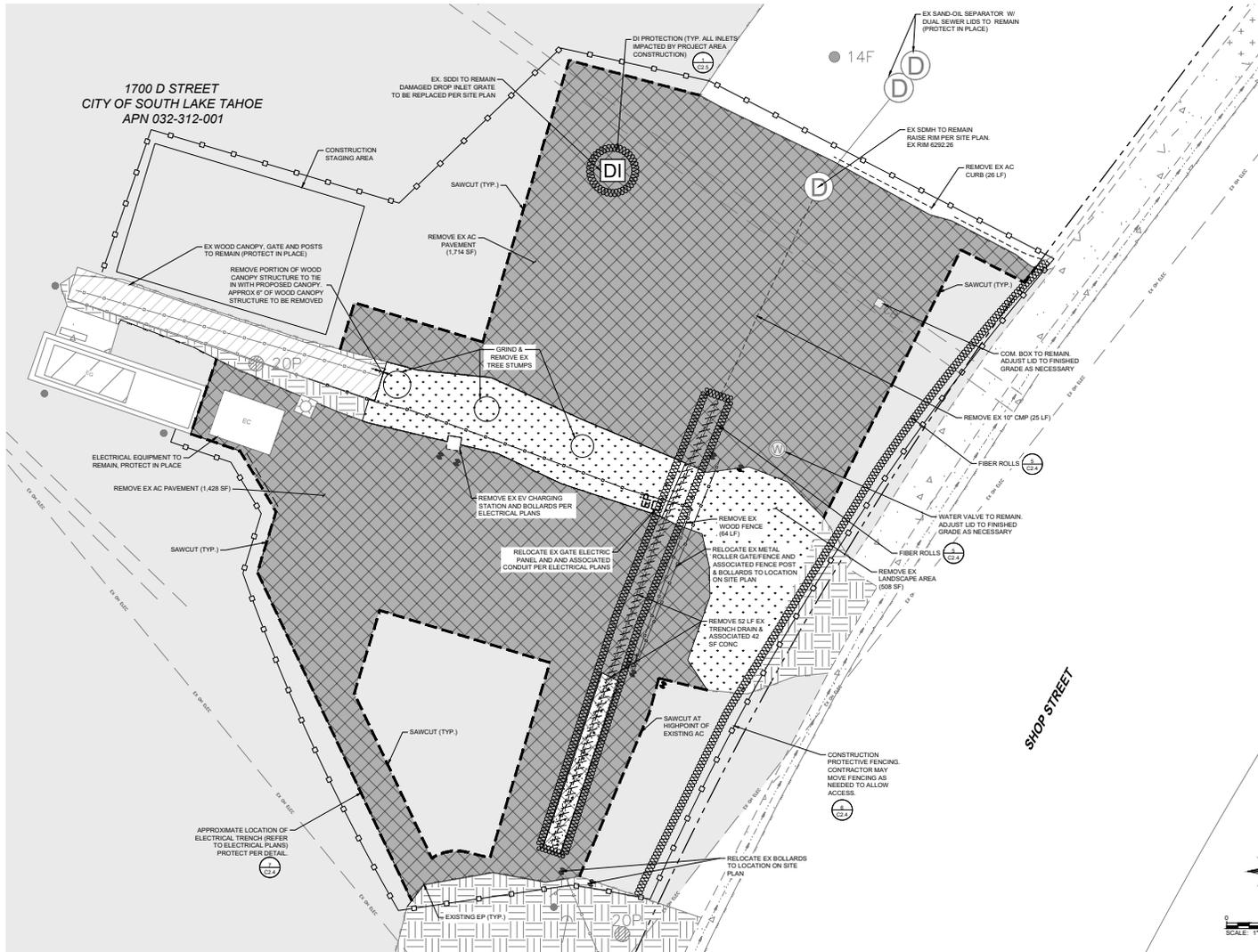
A	B	Year 1 TIRCP FY 23-24 (mix of GF and GGRF)	Year 2 TIRCP FY 24-25 (mix of GF and GGRF)	Year 3 TIRCP FY 25-26 (mix of GF and GGRF)	Year 1 ZETCP FY 23-24 (100% PTA)	Year 2 ZETCP FY24-25 (100% GGRF)	Year 3 ZETCP FY26-27 (100% GGRF)	Year 4 ZETCP FY27-28 (100% GGRF)	Grand Total (B+C+D+(E*3))	G
RTPA										Maximum Admin Share
Metropolitan Transportation Commission	\$385,068,697	\$193,020,094	\$193,020,094	193,020,094	\$69,361,489	\$80,318,030	\$83,966,559	\$167,933,118	\$1,172,688,081	\$5,000,000
Alpine County Transportation Commission	\$360,641	\$180,397	\$180,397	\$180,397	\$3,123	\$3,617	\$3,781	\$7,562	\$739,518	\$25,000
Amador County Transportation Commission	\$2,336,465	\$1,170,803	\$1,170,803	\$1,170,803	\$101,094	\$117,064	\$122,381	\$244,762	\$5,263,372	\$32,634
Butte County Association of Governments	\$10,488,545	\$5,257,135	\$5,257,135	\$5,257,135	\$515,836	\$597,320	\$624,454	\$1,248,908	\$23,989,332	\$239,893
Calaveras County Local Transportation Commission	\$2,576,611	\$1,291,180	\$1,291,180	\$1,291,180	\$110,536	\$127,996	\$133,811	\$267,622	\$5,798,936	\$7,989
Colusa County Local Transportation Commission	\$1,402,047	\$702,415	\$702,415	\$702,415	\$55,216	\$63,937	\$66,842	\$133,684	\$3,126,556	\$31,266
Del Norte County Local Transportation Commission	\$1,675,501	\$839,487	\$839,487	\$839,487	\$69,395	\$80,357	\$84,007	\$168,014	\$3,756,248	\$37,562
El Dorado County Local Transportation Commission	\$9,085,857	\$4,554,021	\$4,554,021	\$4,554,021	\$450,323	\$521,458	\$545,145	\$1,090,290	\$20,801,114	\$208,011
Tahoe Regional Planning Agency	\$5,753,283	\$2,883,526	\$2,883,526	\$2,883,526	\$276,611	\$320,305	\$334,855	\$669,710	\$13,121,816	\$131,218
Fresno County Council of Governments	\$51,406,113	\$25,767,575	\$25,767,575	\$25,767,575	\$2,895,819	\$3,353,250	\$3,505,575	\$7,011,150	\$119,707,056	\$1,197,071
Glenn County Local Transportation Commission	\$1,752,922	\$878,296	\$878,296	\$878,295	\$77,684	\$77,008	\$86,778	\$173,556	\$3,924,539	\$39,245
Humboldt County Association of Governments	\$7,130,906	\$3,574,077	\$3,574,077	\$3,574,077	\$382,327	\$442,720	\$462,831	\$925,662	\$16,492,599	\$164,926
Imperial County Transportation Commission	\$9,362,644	\$4,692,763	\$4,692,763	\$4,692,763	\$476,155	\$551,369	\$576,416	\$1,152,832	\$21,504,942	\$215,049
Inyo County Local Transportation Commission	\$1,259,080	\$630,751	\$630,751	\$630,751	\$46,008	\$53,276	\$55,696	\$111,392	\$2,786,953	\$27,870
Kern Council of Governments	\$46,278,687	\$23,197,389	\$23,197,389	\$23,197,389	\$2,340,621	\$2,710,353	\$2,833,473	\$5,666,946	\$106,224,857	\$1,062,249
Kings County Association of Governments	\$7,982,701	\$4,001,049	\$4,001,049	\$4,001,049	\$383,313	\$443,862	\$464,025	\$928,050	\$18,204,049	\$182,040
Lake County/City Council of Governments	\$3,706,510	\$1,857,556	\$1,857,556	\$1,857,556	\$171,733	\$198,860	\$207,894	\$415,788	\$8,415,896	\$84,159
Lassen County Local Transportation Commission	\$1,829,937	\$916,900	\$916,900	\$916,900	\$76,509	\$88,594	\$92,619	\$185,238	\$4,106,697	\$41,067
Los Angeles County Metropolitan Transportation Authority	\$498,650,905	\$249,954,589	\$249,954,589	\$249,954,589	\$55,373,970	\$64,121,003	\$67,033,765	\$134,067,530	\$1,319,156,350	\$5,000,000

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Madera County Local Transportation Commission	\$8,254,231	\$4,137,158	\$4,137,158	\$394,272	\$456,553	\$477,292	\$954,584	\$18,811,247	\$188,112
Mariposa County Local Transportation Commission	\$1,161,396	\$581,786	\$581,786	\$42,540	\$49,259	\$51,497	\$102,994	\$2,571,257	\$25,713
Mendocino Council of Governments	\$4,848,229	\$2,429,857	\$2,429,857	\$234,154	\$271,142	\$283,459	\$566,918	\$11,063,615	\$110,636
Merced County Association of Governments	\$14,669,424	\$7,352,852	\$7,352,852	\$722,403	\$836,516	\$874,515	\$1,749,030	\$33,557,592	\$335,576
Modoc County Local Transportation Commission	\$739,160	\$370,135	\$370,135	\$22,862	\$26,474	\$27,676	\$55,352	\$1,611,793	\$25,000
Mono County Local Transportation Commission	\$976,126	\$488,917	\$488,917	\$79,533	\$92,096	\$96,779	\$192,558	\$2,414,426	\$25,000
Transportation Agency for Monterey County	\$22,218,449	\$11,136,895	\$11,136,895	\$1,378,936	\$1,596,756	\$1,669,291	\$3,338,582	\$52,475,804	\$524,758
Nevada County Local Transportation Commission	\$5,416,406	\$2,714,662	\$2,714,662	\$256,982	\$297,576	\$311,093	\$622,186	\$12,333,567	\$123,336
Orange County Transportation Authority	\$160,108,526	\$80,256,011	\$80,256,011	\$10,414,353	\$12,059,435	\$12,607,247	\$25,214,494	\$380,916,077	\$3,809,161
Placer County Transportation Planning Agency	\$16,356,936	\$8,198,739	\$8,198,739	\$880,463	\$1,019,543	\$1,065,857	\$2,131,714	\$37,851,991	\$378,520
Plumas County Local Transportation Commission	\$1,257,263	\$629,840	\$629,840	\$53,042	\$61,421	\$64,211	\$128,422	\$2,824,039	\$28,240
Riverside County Transportation Commission	\$123,382,700	\$61,846,734	\$61,846,734	\$6,871,430	\$7,956,860	\$8,318,309	\$16,636,618	\$286,859,385	\$2,868,594
Sacramento Area Council of Governments	\$100,321,824	\$50,287,184	\$50,287,184	\$6,444,512	\$7,462,506	\$7,801,498	\$15,602,996	\$238,207,703	\$2,382,077
Council of San Benito County Governments	\$3,609,072	\$1,808,714	\$1,808,714	\$161,264	\$186,738	\$195,221	\$390,442	\$8,160,164	\$81,602
San Bernardino County Transportation Authority	\$110,856,746	\$55,567,944	\$55,567,944	\$6,425,010	\$7,439,924	\$7,777,890	\$15,555,780	\$259,191,238	\$2,591,912
San Diego Association of Governments	\$48,212,817	\$24,166,896	\$24,166,896	\$2,864,296	\$3,316,748	\$3,467,415	\$6,934,830	\$113,129,897	\$1,131,299
San Diego Metropolitan Transit System	\$118,515,843	\$59,407,162	\$59,407,162	\$8,000,723	\$9,254,540	\$9,685,392	\$19,370,784	\$283,651,605	\$2,836,516
San Joaquin Council of Governments	\$39,935,609	\$20,017,842	\$20,017,842	\$2,331,741	\$2,700,069	\$2,822,723	\$5,645,446	\$93,471,772	\$934,713
San Luis Obispo Area Council of Governments	\$14,486,636	\$7,261,228	\$7,261,228	\$727,328	\$842,219	\$880,477	\$1,760,954	\$33,220,069	\$332,201
Santa Barbara County Association of Governments	\$22,796,994	\$11,426,898	\$11,426,898	\$1,351,460	\$1,564,940	\$1,636,030	\$3,272,060	\$53,475,280	\$534,753
Santa Cruz County Transportation Commission	\$13,771,188	\$6,902,601	\$6,902,601	\$1,227,995	\$1,421,973	\$1,486,567	\$2,973,134	\$34,686,058	\$346,861

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Shasta Regional Transportation Agency	\$9,423,391	\$4,723,214	\$4,723,214	\$460,303	\$533,013	\$557,226	\$1,114,452	\$21,534,812	\$215,348
Sierra County Local Transportation Commission	\$463,183	\$231,798	\$231,798	\$8,125	\$9,408	\$9,836	\$19,672	\$973,819	\$25,000
Siskiyou County Local Transportation Commission	\$2,515,009	\$1,260,301	\$1,260,301	\$110,781	\$128,280	\$134,108	\$288,216	\$5,676,995	\$56,770
Stanislaus Council of Governments	\$28,068,044	\$14,069,078	\$14,069,078	\$1,407,739	\$1,630,110	\$1,704,159	\$3,408,318	\$64,356,525	\$643,565
Tehama County Transportation Commission	\$3,587,498	\$1,797,899	\$1,797,899	\$160,949	\$186,374	\$194,840	\$389,680	\$8,115,139	\$81,151
Trinity County Transportation Commission	\$1,109,748	\$555,895	\$555,896	\$40,115	\$46,452	\$48,562	\$97,124	\$2,453,792	\$25,000
Tulare County Association of Governments	\$24,305,505	\$12,183,058	\$12,183,058	\$1,273,449	\$1,474,607	\$1,541,592	\$3,083,184	\$56,044,452	\$560,445
Tuolumne County Transportation Council	\$3,094,210	\$1,550,633	\$1,550,633	\$137,430	\$159,139	\$166,368	\$332,736	\$6,991,148	\$69,911
Ventura County Transportation Commission	\$42,429,785	\$21,268,079	\$21,268,079	\$2,348,047	\$2,718,951	\$2,842,463	\$5,684,926	\$98,560,329	\$985,603



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CITY OF SOUTH LAKE TAHOE  
**EV CHARGING STATIONS  
 MOTOR POOL LOT - 1700 D STREET  
 DEMOLITION & TEMPORARY BMP PLAN**  
 SOUTH LAKE TAHOE, EL DORADO

REV.	DATE	DESCRIPTION

SCALE: 1" = 5'  
 NORTH  
 PERMIT SET FOR BIDDING  
 JUNE 2025  
**C2.0**  
 DRAWN BY: AM  
 DESIGNED BY: AM  
 CHECKED BY: JS/JA  
 JOB NO.: 11508.000

JM/ja

AGENDA ITEM: IV.F  
 FPC AGENDA ITEM: III.F



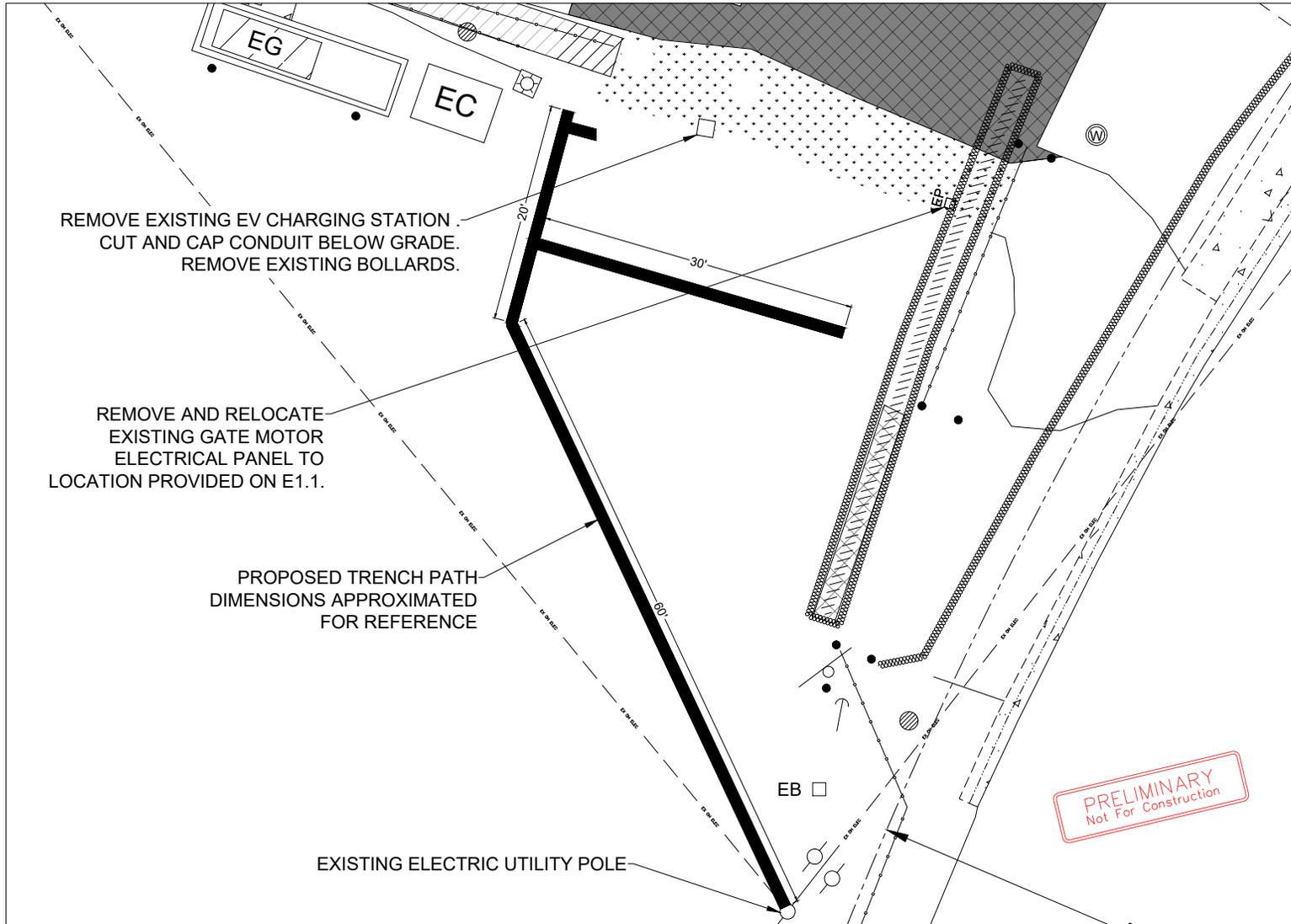








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**PRELIMINARY**  
 Not For Construction

CITY OF SOUTHLAKE TAHOE  
 EV CHARGING STATIONS - MOTOR POOL LOT  
 1700 D STREET  
 ELECTRICAL DEMO  
 SOUTH LAKE TAHOE, EL DORADO, CA

REV.	DATE	DESCRIPTION

PERMIT SET FOR BIDDING  
 JUNE 2025

SCALE: 1" = 10'

**E1.0**

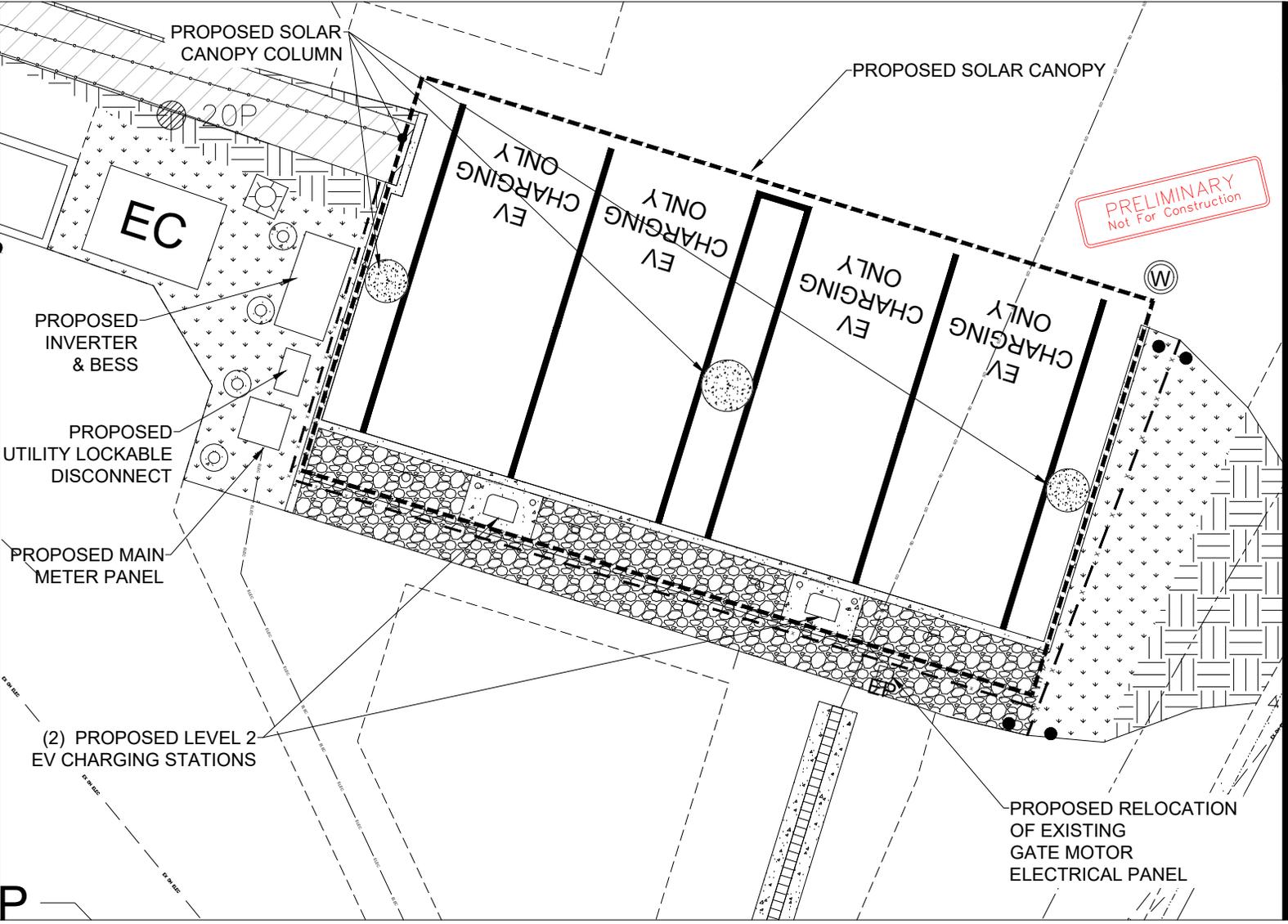
DRAWN BY: JC  
 DESIGNED BY: MJ  
 CHECKED BY: CP  
 JOB NO.: 11508.000

JM/ja



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CITY OF SOUTH LAKE TAHOE  
EV CHARGING STATIONS - MOTOR POOL LOT  
1700 D STREET  
ELECTRICAL PLAN  
SOUTH LAKE TAHOE  
EL DORADO  
CA

REVISIONS

REV.	DATE	DESCRIPTION

PERMIT SET  
FOR BIDDING  
JUNE 2025

SCALE: 1/8" = 1' ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET,  
ADJUST SIZES ACCORDINGLY

**E1.1**

DRAWN BY: JC  
DESIGNED BY: MJ  
CHECKED BY: CP  
JOB NO.: 11508 000

JM/ja

AGENDA ITEM: IV.F.  
FPC AGENDA ITEM: III.F.